

AWARDS COMMITTEE AGENDA

DATE: Thursday, April 09, 2020

TIME: 10:00 A.M.

PLACE: WebEx/Teleconference
WebEx Meeting Number (access code): 474 922 168
WebEx Password: JEAAwardsMeeting

Safety Briefing

Emergency Exit:	Exit to stairwell located to the left of the elevators
Fire Extinguisher:	Located to the left of stairwell
Headcount:	Jason Behr--Please be sure to sign in
Assembly:	Parking lot diagonally across from Church / Main
Calling 911:	Jenny McCollum
Security # 6200	Lynn Rix
CPR:	N/A
Safety Buddy	The person to your right is your Safety Buddy.
Safety Hazards:	Please be sure your chair is not blocking the pathway
Cell Phones:	Please place cell phones and all other electronic devices on silent.

Public Comments:

Awards:

1. Approval of the minutes from the last meeting (03/31/2020).
2. Request approval to award a contract to the developer, Sonoc Company LLC, for the construction of the water main and reclaimed water main by John Woody, Inc. for Nocatee Crosswater Pkwy Ext 1 in the amount of \$690,515.00, subject to the availability of lawfully appropriated funds.
3. Request approval to award a (1) one year renewal to the Dalton Agency for public affairs, issue advocacy, and stakeholder engagement in the amount of \$300,000.00, for a new not-to exceed amount of \$600,000.00, subject to the availability of lawfully appropriated funds.
4. 015-20 – Request approval to award a three year contract to Aggreko LLC, for goods and services for Generator Rentals in the amount of \$2,179,575.54, subject to the availability of lawfully appropriated funds.

5. 016-20 – Request approval to award a contract to Precon Corporation for construction services for the Twin Creeks Reclaimed Water Re-pump Station Improvements - Phase 1 in the amount of \$3,074,278.00, subject to the availability of lawfully appropriated funds.

6. 006-20 – Request approval to award a contract to PBM Constructors, Inc. for construction services for the Nocatee North and South Booster Pump Station and Ground Storage Tank Improvements project in the amount of \$9,765,705.00, subject to the availability of lawfully appropriated funds.

7. Request approval to award a Purchase Order to Hudson Pump & Equipment, for two booster pumps for NGS Unit 3 in the amount of \$319,750.00, subject to the availability of lawfully appropriated funds.

Informational Item: N/A

Open Discussion: N/A

Public Notice: N/A

General Business: N/A

SPECIAL NOTES: Copies of the above items are available in JEA Procurement, if needed for review. If a person decides to appeal any decision made by the Awards Committee, with respect to any matter considered at this meeting, that person will need a record of the proceedings, and, for such purpose, needs to ensure that a verbatim record of the proceedings is made, which record includes the evidence and testimony upon which the appeal is to be based. If you have a disability that requires reasonable accommodations to participate in the above meeting, please call 665-8625 by 8:30 a.m. the day before the meeting and we will provide reasonable assistance for you.

04-09-2020 Awards Committee

<u>Award #</u>	<u>Type of Award</u>	<u>Business Unit</u>	<u>Estimated/ Budgeted Amount</u>	<u>Amount</u>	<u>Awardee</u>	<u>Term</u>	<u>Summary</u>
1	Minutes	N/A	N/A	N/A	N/A	N/A	Approval of minutes from the 03/31/2020 meeting.
2	Miscellaneous	Calhoun	\$836,429.00	\$690,515	Sonoc Company LLC/John Woody Inc.	Project Completion	<p><u>2019-4362 Nocatee Crosswater Pkwy Ext Phase 1</u></p> <p>The developer requested Bids for the utility work (JEA portion) and the project was awarded based upon the lowest lump sum total. All of the bidders to the Sonoc Company, LLC are listed above, with John Woody, Inc. being the lowest bidder at \$690,515.00. This is \$283,595.00 or approx. 20.5% less than JEA's estimate and is deemed acceptable.</p>
3	Renewal	Stewart	\$575,000.00	\$300,000.00	The Dalton Agency, Inc.	One (1) Year with (1) One year Renewal	<p><u>Media/PR/Crisis Management services for Public Affairs, Issue Advocacy, and Stakeholder Engagement</u></p> <p>The contract spend details are below:</p> <ul style="list-style-type: none"> • FY19: \$300,000.00 • FY20: \$300,000.00 • NTE: \$600,000.00
4	Invitation To Negotiate (ITN) 4 Respondents	Calhoun	\$2,641,299.00	\$2,179,575.54	Aggreko LLC	Three (3) Years w/Two (2) – 1 Yr. Renewals	<p><u>Generator Rental Agreement</u></p> <p>The contract spend details are below:</p> <ul style="list-style-type: none"> • FY20: \$484,350.12 • FY21: \$726,525.18 • FY22: \$726,525.18 • FY23: \$242,175.06
5	Invitation For Bid (IFB) 2 Respondents	Calhoun	\$3,700,000.00	\$3,074,268.00	Precon Corporation	Project Completion	<p><u>Twin Creeks Reclaimed Water Re-pump Station Improvements - Phase 1</u></p> <p>The project details are below:</p> <ul style="list-style-type: none"> • Planning Project Budget: \$8,687,729.00 <ul style="list-style-type: none"> ○ Engineering Budget: \$1,214,548.00 ○ Construction Budget: \$7,005,753.00 ○ Internal JEA Costs: \$395,000.00 • Estimate at Completion: \$10,598,393.00 <ul style="list-style-type: none"> ○ Engineering Budget: \$1,111,561.00 (Mott MacDonald, CPA 180249) ○ Construction Budget: \$8,459,081.00 <ul style="list-style-type: none"> ▪ Phase 1: \$3,074,278.00 (This Award) ▪ Phase 2: \$5,384,803.00 ○ Internal JEA Costs: \$1,07,751.00 • Original Project Schedule: <ul style="list-style-type: none"> ○ Engineering Completion: December 2019 ○ Construction Completion: September 2021 • Revised Schedule: <ul style="list-style-type: none"> ○ Engineering Completion: October 2020 ○ Construction Completion: March 2022

04-09-2020 Awards Committee

6	Invitation For Bid (IFB) 4 Respondents	Calhoun	\$9,922,100.00	\$9,765,705.00	PBM Constructors, Inc.	Project Completion	<p><u>Nocatee North and South Booster Pump Station and Ground Storage Tank Improvements</u></p> <p>* Project Budget at time of Bid (100% Design): \$10,005,000.00 o Engineering Budget (Firm: Mott McDonald): \$1,146,841.00 o Construction Budget: \$9,922,100.00 o Internal JEA Costs: \$290,000.00</p> <p>* Estimate at Completion: \$11,243,202.00 o Engineering Budget: \$1,187,497.50 o Construction Budget: \$9,765,705.00 o Internal JEA Costs: \$290,000.00</p> <p>* Original Project Schedule: o Engineering Completion: October 2019 o Construction Completion: June 2021</p> <p>* Revised Schedule: o Engineering Completion: January 2020 o Construction Completion: August 2021</p>
7	OEM	Anders	N/A	\$319,750.00	Hudson Pump & Equipment	Project Completion	<p><u>North Side Generating Station Unit 3 Booster Pumps</u></p> <p>Purchase and Supply of two water booser pumps from the Original Equipment Manufacturer.</p> <p><u>FY 20:</u> \$98,000.00 <u>FY 21:</u> \$221,750.00</p>
Total Award				\$0.00			

AWARDS COMMITTEE MINUTES

Awards Committee met on **March 31, 2020**, in the Conference Room, 8th Floor, JEA Tower, 21 West Church Street, Jacksonville, Florida. The meeting was called to order at 02:00 p.m.

Members in attendance were Jenny McCollum as Chairperson, Laure Whitmer as Budget Representative, Lawsikia Hodges as General Counsel Representative; with John McCarthy, Joe Orfano, Shawn Eads, Deryle Calhoun, and Caren Anders as voting Committee Members.

Awards:

1. Approval of the minutes from the last meeting (03/05/2020). **APPROVED**
2. Request approval to add contract funds to Jacobus Energy LLC. for mobile fueling in the amount of \$172,698.87, for a new total not-to-exceed amount of \$5,142,519.22, subject to the availability of lawfully appropriated funds. **APPROVED/W DISCUSSION**
3. Request approval for a contract renewal for the TripSaver II Cutout-Mounted Recloser product for JEA Inventory Stock in the amount of \$4,356,960.00, for a new not-to-exceed total of \$13,196,160.00, subject to the availability of lawfully appropriated funds. **APPROVED**
4. Request approval for a contract increase for Padmount Distribution Transformers for JEA Inventory Stock in the amount of \$3,902,399.08, for a new not-to-exceed total of \$13,000,132.74, subject to the availability of lawfully appropriated funds. **APPROVED**
5. **DEFERRED** - Request approval to award a change order to Wright-Pierce for additional engineering study work for the Southwest/Arlington East Service Areas Infiltration and Inflow Study and Remediation Plan in the amount of \$328,278.89, for a new not-to-exceed amount of \$2,089,672.12, subject to the availability of lawfully appropriated funds.
6. 020-20 - Request approval to award a contract to WA Chester LLC for construction services for Circuits 684 HPPF Replacement at Kennedy Substation and University Transfer Station project in the amount of \$1,045,000.00, subject to the availability of lawfully appropriated funds. **APPROVED/W DISCUSSION**
7. 009-20 – Request approval to award contracts to NRC Gulf Environmental Services in the amount of \$339,542.00, Cliff Berry Inc. in the amount of \$237,679.40, and Hulls Environmental Services Inc. in the amount of \$101,862.60 for Special Waste Handling Services for Non-Hazardous Waste/Hazardous Waste, for a total not to exceed amount of \$679,084.00, subject to the availability of lawfully appropriated funds. **APPROVED/W DISCUSSION**
8. 022-20 – Request approval to award a one (1) time purchase with five (5) year maintenance to Presidio for the purchase of Cisco Network Equipment in the amount of \$714,172.26, subject to the availability of lawfully appropriated funds. **APPROVED**
9. Request approval to award a change order to Xtensible for assistance with JEA’s Asset Management Solution Project in the amount of \$85,000.00, for a new not-to exceed amount of 1,280,000.00, subject to the availability of lawfully appropriated funds. **APPROVED**

10. Request approval to award a contract increase to Apogee for JEA's Residential Electric Demand Rate Pilot Customer Engagement Campaign in the amount of \$28,545.50, for a new not-to exceed amount of 328,545.50, subject to the availability of lawfully appropriated funds. **APPROVED/W DISCUSSION**
11. Request approval to award a contract increase to Petticoat-Schmitt Civil Contractors Inc. (\$1,843,333.33), J.B. Coxwell Contracting Inc. (\$1,843,333.33) and Callaway Contracting Inc. (\$1,843,333.34), for construction services for Underground Water, Wastewater and Reuse Grid Repair and Installation Services in the amount of \$5,530,000.00, for a new not-to-exceed amount of \$8,620,000.00, subject to the availability of lawfully appropriated funds. **APPROVED**

Informational Item: N/A

Ratifications: N/A

Public Comments: N/A

Adjournment: 03:01 p.m.



Formal Bid and Award System

Award #2 April 9, 2020

Type of Award Request: MISCELLANEOUS
Request #: 6802
Requestor Name: Davis, Deanna L. - Manager Development
Requestor Phone: (904) 665-8451
Project Title: 2019-4362 Nocatee Crosswater Pkwy Ext Phase 1
Project Number: 167-W, 167-R, 167-S
Project Location: JEA
Funds: Capital
Award Estimate: \$836,429.00

Scope of Work:

This project is a Developer Agreement that includes approximately 1,140 LF of 20-inch water main, 500 Nocatee Crosswater Pkwy LF of 24-inch reclaimed main, 1,180 LF of 16-inch reclaimed main and 500 LF of 4-inch force main.

Purchasing Agent: King, David
Is this a ratification?: NO
If yes, explain:

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
SONOC COMPANY LLC/JOHN WOODY, INC.	John Zachary Brecht	brechtz@etminc.com	c/o England-Thims & Miller, Inc., 14775 Old St. Augustine, Rd, Jacksonville FL 32258	(904) 642-8990	\$690,515.00

Amount for entire term of Contract/PO: \$690,515.00
Award Amount for remainder of this FY: \$690,515.00
Length of Contract/PO Term: Project Completion
Begin Date (mm/dd/yyyy): 04/15/2020
End Date (mm/dd/yyyy): Project Completion (Estimated: August 2020)
JSEB Requirement: N/A-Developer reimbursement

BIDDERS:

Name	Amount
SONOC COMPANY LLC/JOHN WOODY, INC.	\$690,515.00
VALLENCOURT CONSTRUCTION CO INC.	\$731,901.00
R & B CONTRACTING INC.	\$762,130.00

Background/Recommendations:

The Nocatee Crosswater Pkwy Ext 1 project is part of the Developer and Utility Service Agreement dated December 6, 2004 and subsequent amendments, which outlines that certain JEA system improvements are reimbursable to the Developer. Per Exhibit D of the Agreement, JEA will reimburse the Developer, Sonoc Company LLC, for the improvements associated with the Nocatee Crosswater Pkwy Ext 1 project. This consists of 1,140 LF of 20-inch water main, 500 LF of 24-inch reclaimed main, 1,180 LF of 16-inch reclaimed main and 500 LF of 4-inch force main.

The developer requested Bids for the utility work (JEA portion) and the project was awarded based upon the lowest lump sum total. All of the Bidders to the Sonoc Company, LLC are listed above, with John Woody, Inc. being the lowest Bidder at \$690,515.00. This is \$145,914.00, or approximately seventeen percent (17%), less than JEA's estimate and is deemed acceptable.

Request approval to award a contract to the developer, Sonoc Company LLC, for the construction of the water main and reclaimed water main by John Woody, Inc. for Nocatee Crosswater Pkwy Ext 1 in the amount of \$690,515.00, subject to the availability of lawfully appropriated funds.

Director: Zammataro, Robert J. (Rob) - Dir W/WW Planning & Development
VP: McInall, Steven G. - VP & Chief Energy & Water Planning

APPROVALS:

Chairman, Awards Committee	Date
-----------------------------------	-------------

Manager, Capital Budget Planning	Date
---	-------------

2019-4362 Crosswater Parkway Ext. PH 1

	John Woody	R&B	Vallencourt
Mobilization	\$8,000.00	\$12,500.00	\$10,000.00
Erosion Control	\$9,600.00	\$13,150.00	\$12,000.00
Water Main	\$218,305.00	\$237,480.00	\$235,940.00
Reclaimed Water Main (24 and 16)	\$191,800.00	\$216,400.00	\$207,608.00
Reclaimed Water Main (16)	\$95,950.00	\$103,250.00	\$99,742.00
Sanitary Sewer FM	\$26,260.00	\$32,130.00	\$29,411.00
FPL Electric Service Infrastructure	\$48,500.00	\$51,720.00	\$48,500.00
Temp Construcion Access Rd	\$71,500.00	\$76,000.00	\$71,500.00
Coordination with other contractors	\$100.00	\$250.00	\$100.00
SWPPP	\$1,500.00	\$1,780.00	\$1,500.00
Testing	\$5,000.00	\$5,320.00	\$5,100.00
Asbuilts	\$7,500.00	\$4,800.00	\$4,000.00
Contractor Education	\$1,000.00	\$1,350.00	\$1,000.00
Bonding	\$5,500.00	\$6,000.00	\$5,500.00
	<hr/>	<hr/>	<hr/>
	\$690,515.00	\$762,130.00	\$731,901.00

JEA Estimate

\$253,950.00

\$356,409.00

\$32,011.00

\$46,080.00

\$147,979.00

\$836,429.00

\$145,914.00

17.44%

PROPOSAL
(Official Bid Form)

FOR

**CROSSWATER PARKWAY EXTENSION TO PINE ISLAND ROAD
PHASE 1 IMPROVEMENTS**

FOR

SONOC COMPANY, LLC

TO BE SUBMITTED TO:

Sonoc Company, LLC
C/O ENGLAND-THIMS & MILLER, INC.
14775 Old St. Augustine Road
Jacksonville, FL 32258

on or before February 28, 2020 @ 2:00 P.M.
PRIVATE OPENING

TO: Sonoc Company, LLC

FROM: John Woody, Inc.
(Contractor)

In accordance with the Request for Proposal inviting proposals for Crosswater Parkway Extension to Pine Island Road Phase 1 Improvements, the undersigned proposes to perform all work necessary to construct a complete utility system, including water main, reclaimed water mains and forcemain, as shown on the plans released for bid and the Geotechnical Report prepared by ECS Florida, LLC, and in accordance with all JEA and St. Johns County requirements, JEA Standards and Specifications, St. Johns County Standard Specifications and the Florida Department of Environmental Protection Potable Water and Domestic Wastewater permits.

All proposals shall be for complete work in accordance with the construction plans. (No partial proposals accepted.)

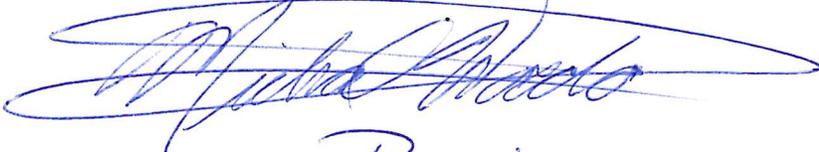
**CROSSWATER PARKWAY EXTENSION TO PINE ISLAND ROAD
PHASE 1 IMPROVEMENTS**

BID SUMMARY

A. MOBILIZATION	<u>\$ 8,000.00</u>
B. PREVENTION CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION	<u>\$ 9,600.00</u>
C. WATER MAIN	<u>\$ 218,305.00</u>
D. RECLAIMED WATER MAIN (24"and 16")	<u>\$ 191,800.00</u>
E. RECLAIMED WATER MAIN (16")	<u>\$ 95,950.00</u>
F. SANITARY SEWER FORCEMAIN	<u>\$ 26,260.00</u>
G. SPECIAL CONDITIONS: FPL ELECTRIC SERVICE INFRASTRUCTURE	<u>\$ 48,500.00</u>
H. SPECIAL CONDITIONS: TEMPORARY CONSTRUCTION ACCESS ROAD	<u>\$ 71,500.00</u>
I. COORDINATION WITH OTHER ON-SITE CONTRACTORS	<u>\$ 100.00</u>
J. STORMWATER POLLUTION PREVENTION PLAN	<u>\$ 1,500.00</u>
K. TESTING	<u>\$ 5,000.00</u>
L. AS-BUILTS	<u>\$ 7,500.00</u>
M. CONTRACTOR EDUCATION REQUIREMENTS/NEWRAP	<u>\$ 1,000.00</u>
N. BONDING	<u>\$ 5,500.00</u>

SUBTOTAL LUMP SUM BID (ITEMS A - N)

\$ 690,515.00


PRESIDENT

CROSSWATER PARKWAY EXTENSION TO PINE ISLAND ROAD PHASE 1 IMPROVEMENTS

A. MOBILIZATION

Includes all preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies, and incidentals to the project site. Includes the costs of any required insurance, bonds and any other pre-construction expense necessary for the start of the work, excluding the cost of construction materials.

TOTAL LUMP SUM PRICE ITEM A:

\$ 8,000.00 (Numerals)

EIGHT THOUSAND DOLLARS (Written)

B. PREVENTION CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION

Includes all measures that are required to comply with the State of Florida and St. Johns County water quality standards. This includes all such measures that shall prevent the discharge of turbid waters from the site and minimize erosion of all graded areas.

TOTAL LUMP SUM PRICE ITEM B:

\$ 9,600.00 (Numerals)

NINE THOUSAND SIX HUNDRED DOLLARS (Written)

C. WATER MAIN

Includes the construction of the 20' ductile iron JEA potable water main within the Crosswater Parkway Extension Phase 1 right of way, from the point of connection at Sta. 24+70+/- to Sta. 36+00, as shown within the construction plans. Includes all pipe, valves, services, fittings, connection to the existing water distribution system, 8' service to JEA site, pressure testing, flushing, disinfection, bacteriological testing, locate wires and appurtenances, plugs, backfill and compaction to JEA and St. Johns County Standards of material over the pipe, and the removal, disposal and replacement of any unsuitable material encountered and all other work (including dewatering) necessary to complete the installation of the system. Additionally, this work includes the testing, JEA warranty and maintenance and other items not specifically mentioned, but necessary for a complete and operable system as shown on the drawings and in accordance with the JEA and Florida Department of Environmental Protection requirements.

TOTAL LUMP SUM PRICE ITEM C:

\$ 218,305.00 (Numerals)

TWO HUNDRED EIGHTEEN THOUSAND THREE HUNDRED-FIVE DOLLARS (Written)

D. RECLAIMED WATER MAIN (24" and 16")

Includes the construction of the 24' ductile iron and 16" PVC JEA reclaimed water mains within the Crosswater Parkway Extension Phase 1 right of way, from the point of connection at Sta. 30+75+/- to Sta. 36+00, as shown within the construction plans. Includes all pipe, valves, fittings, connection to the existing reclaim water distribution system, 24' service to JEA site, pressure testing, flushing, locate wires and appurtenances, plugs, backfill and compaction to JEA and St. Johns County Standards of material over the pipe and the removal, disposal and replacement of any unsuitable material encountered and all other work (including dewatering) necessary to complete the installation of the system. This work also includes the testing, JEA warranty and maintenance and other items not specifically mentioned, but necessary for a complete and operable system as shown on the drawings and in accordance with the JEA and Florida Department of Environmental Protection requirements.

TOTAL LUMP SUM PRICE ITEM D:

\$ 191,800.00 (Numerals)

ONE HUNDRED NINETY-ONE THOUSAND EIGHT HUNDRED DOLLARS (Written)

E. RECLAIMED WATER MAIN (16")

Includes the construction of the 16" JEA reclaimed water main within the Crosswater Parkway Extension Phase 1 right of way, from the point of connection at Sta. 24+70+/- to Sta. 35+60, as shown within the construction plans. Includes all pipe, valves, fittings, connection to the existing reclaim water distribution system, 16' service to JEA site, pressure testing, flushing, locate wires and appurtenances, plugs, backfill and compaction to JEA and St. Johns County Standards of material over the pipe and the removal, disposal and replacement of any unsuitable material encountered and all other work (including dewatering) necessary to complete the installation of the system. This work also includes the testing, JEA warranty and maintenance and other items not specifically mentioned, but necessary for a complete and operable system as shown on the drawings and in accordance with the JEA and Florida Department of Environmental Protection requirements.

TOTAL LUMP SUM PRICE ITEM E:

\$ 95,950.00 (Numerals)

NINETY-FIVE THOUSAND NINE HUNDRED FIFTY DOLLARS (Written)

F. SANITARY SEWER FORCEMAIN

Includes the construction of the 4' JEA sanitary sewer forcemain within the Crosswater Parkway Extension Phase 1 right of way, from the point of connection at Sta. 30+75+/- to Sta. 35+20+/-, as shown within the construction plans. Includes all pipe, valves, fittings, connection to the existing sanitary sewer forcemain system, 4' service to JEA site, pressure testing, flushing, air release valves, locate wires and appurtenances, plugs, backfill and compaction to JEA and St. Johns County Standards of material over the pipe and the removal, disposal and replacement of any unsuitable material encountered and all other work (including dewatering) necessary to complete the installation of the system. This work also includes the testing, JEA warranty and maintenance and other items not specifically mentioned, but necessary for a complete and operable system as shown on the drawings and in accordance with the JEA and Florida Department of Environmental Protection requirements.

TOTAL LUMP SUM PRICE ITEM F:

\$ 26,260.00 (Numerals)

TWENTY SIX THOUSAND TWO HUNDRED SIXTY DOLLARS (Written)

G. SPECIAL CONDITIONS: FPL ELECTRIC SERVICE INFRASTRUCTURE

Includes the construction of the FPL service infrastructure adjacent to the FPL easement on the westerly side of Crosswater Parkway Extension, from the point of connection at Sta. 24+40+/- to Sta. 35+65+/-, as shown within the construction plans. Includes all conduits, hand holes, fittings, connection to the existing FPL system, service to JEA site, appurtenances, backfill and compaction to FPL and St. Johns County Standards of material over the conduits, and the removal and replacement of any unsuitable material encountered and all other work (including dewatering) necessary to complete the installation of the system. This work also includes all other work necessary to obtain FPL approval of the system in preparation for FPL to provide service to the JEA Reclaim Booster Tank Site.

TOTAL LUMP SUM PRICE ITEM G:

\$ 48,500.00 (Numerals)

FORTY EIGHT THOUSAND FIVE HUNDRED DOLLARS (Written)

H. SPECIAL CONDITIONS: TEMPORARY CONSTRUCTION ACCESS ROAD

Includes the construction of the 16' temporary construction access road within and adjacent to the Crosswater Parkway Extension Phase 1 right of way, from the point of connection to the existing roadway at Sta. 24+80+/- to the JEA Reclaim Booster Tank Site at Sta. 35+50+/-, as shown on the construction plans. Includes all fill, compaction, stabilization and base material as shown on the detail for the construction access road. Also includes maintenance of the roadway throughout the duration of its use by the JEA Booster Tank Site Contractor, coordination with the JEA Booster Tank Site Contractor for unimpeded construction access to the JEA Booster Tank Site, and partial demolition of the temporary construction access road in preparation for its future use as a cart path.

TOTAL LUMP SUM PRICE ITEM H:

\$ 71,500.00 (Numerals)

SEVENTY-ONE THOUSAND FIVE HUNDRED DOLLARS (Written)

I. COORDINATION WITH OTHER ON-SITE CONTRACTORS

The Contractor shall coordinate with the JEA Booster Tank Site Contractor and the roadway Contractor before, during and after construction to ensure that all proposed water, reclaim, sanitary sewer forcemain improvements and connections are installed as shown on the drawings and specifications and in accordance with the JEA, Florida Department of Environmental Protection and FPL requirements. Additionally, contractor will be expected to coordinate with the JEA Booster Tank Site Contractor and the roadway Contractor in such a way as to not impede their construction, and such coordination should be reflected in the project schedule and in the price reflected in this bid item. Contractor will be required to provide, in writing, a weekly status report to the roadway Contractor, Owner's representative and engineer depicting the portion of the water, reclaim, sanitary sewer force main, FPL service infrastructure and temporary construction access road improvements that were installed that week and the anticipated portion of the water, reclaim, sanitary sewer force main, FPL service infrastructure and temporary construction access road to be installed in the week ahead. Contractor shall be responsible for any delay in the JEA Booster Tank Site Contractor and the roadway Contractor's work due to lack of coordination and/or delays associated with the work herein.

TOTAL LUMP SUM PRICE ITEM I:	
<u>\$ 100.00</u>	(Numerals)
<u>ONE HUNDRED DOLLARS</u>	(Written)

J. STORMWATER POLLUTION PREVENTION PLAN

The Contractor shall adhere to all Federal rules and regulations regarding the National Pollutant Discharge Elimination System (NPDES) for construction and ground water discharge. The Storm Water Pollution Prevention Plan (SWPPP) included in these plans shall establish the minimum requirements allowed. The Contractor shall implement additional measures, as required, to ensure compliance with the NPDES requirements. Note: Contractor shall also obtain and have analyzed dewatering discharge samples after the commencement of construction in accordance with the FDEP Generic Permit for the Discharge of Produced Groundwater.

TOTAL LUMP SUM PRICE ITEM J:	
<u>\$ 1,500.00</u>	(Numerals)
<u>ONE THOUSAND FIVE HUNDRED DOLLARS</u>	(Written)

K. TESTING

The costs for all testing associated with the backfill of the utility trenches and construction of the temporary construction access road are to be included in the Contractor's Contract. This includes, but is not limited to, all material tests, compaction tests, etc. The Owner must approve the Contractor's testing company.

TOTAL LUMP SUM PRICE ITEM K:	
<u>\$ 5,000.00</u>	(Numerals)
<u>FIVE THOUSAND DOLLARS</u>	(Written)

L. AS-BUILTS

Cost of providing **ALL** as-builts of the potable water system, reclaimed water systems, forcemain, FPL service infrastructure and site work as required by the JEA, Florida Department of Environmental Protection, FPL and St. Johns County.

TOTAL LUMP SUM PRICE ITEM L:
<u>\$ 7,500.00</u> (Numerals)
<u>SEVEN THOUSAND FIVE HUNDRED DOLLARS</u> (Written)

M. CONTRACTOR EDUCATION REQUIREMENTS / NEWRAP

Includes all costs of contractor education in accordance with project specifications.

TOTAL LUMP SUM PRICE ITEM M:
<u>\$ 1,000.00</u> (Numerals)
<u>ONE THOUSAND DOLLARS</u> (Written)

N. BONDING

N.1 PAYMENT AND PERFORMANCE BOND

Cost of providing a payment and performance bond in accordance with project specifications.

SUB-TOTAL LUMP SUM PRICE ITEM N.1:
<u>\$ 5,400.00</u> (Numerals)
<u>FIVE THOUSAND FOUR HUNDRED DOLLARS</u> (Written)

N.2. CONTRACTOR'S WARRANTEE

Cost of providing a Contractor's warrantee in accordance with JEA's standard requirements and the project specifications.

SUB-TOTAL LUMP SUM PRICE ITEM N.2:
<u>\$ 100.00</u> (Numerals)
<u>ONE HUNDRED DOLLARS</u> (Written)

TOTAL LUMP SUM PRICE ITEM N:
<u>\$ 5,500.00</u> (Numerals)
<u>FIVE THOUSAND FIVE HUNDRED DOLLARS</u> (Written)

CROSSWATER PARKWAY EXTENSION TO PINE ISLAND

PHASE 1 IMPROVEMENTS

BID SUMMARY

Item No.	Units	Est. Qty.	Description	Unit Price	Total Price
PHASE 1A					
A	LS	1	MOBILIZATION		\$ 8,000.00
B	LS	1	PREVENTION CONTROL & ABATEMENT OF EROSION & WATER POLLUTION		\$ 9,600.00
C WATER MAIN					
	LF	1120	20" DIP	\$ 133.50	\$ 149,520.00
	LF	100	8" DR 18	\$ 44.80	\$ 4,480.00
	EA	2	20" GATE VALVE W/ BOX	\$ 16,250.00	\$ 32,500.00
	EA	2	8" GATE VALVE W/ BOX	\$ 1,315.00	\$ 2,630.00
	EA	1	FIRE HYDRANT ASSEMBLY	\$ 4,500.00	\$ 4,500.00
	EA	2	FLUSHING HYDRANT	\$ 1,500.00	\$ 3,000.00
	EA	25	20" JOINT RESTRAINT	\$ 855.00	\$ 21,375.00
	EA	3	8" JOINT RESTRAINT	\$ 100.00	\$ 300.00
SUB-TOTAL WATER MAIN					\$ 218,305.00
D RECLAIMED WATER MAIN (24" AND 16")					
	LF	540	24" DIP	\$ 228.50	\$ 123,390.00
	LF	40	20" DIP	\$ 153.00	\$ 6,120.00
	LF	80	16" DR 25	\$ 78.00	\$ 6,240.00
	EA	1	24" GATE VALVE W/ BOX	\$ 17,895.00	\$ 17,895.00
	EA	1	20" GATE VALVE W/ BOX	\$ 13,500.00	\$ 13,500.00
	EA	1	16" GATE VALVE W/ BOX	\$ 6,250.00	\$ 6,250.00
	EA	3	FLUSHING HYDRANT	\$ 1,500.00	\$ 4,500.00
	EA	11	24" JOINT RESTRAINT	\$ 950.00	\$ 10,450.00
	EA	1	20" JOINT RESTRAINT	\$ 855.00	\$ 855.00
	EA	4	16" JOINT RESTRAINT	\$ 650.00	\$ 2,600.00
SUB-TOTAL RECLAIMED WATER MAIN (24" AND 16")					\$ 191,800.00
E RECLAIMED WATER MAIN (16")					
	LF	1200	16" DR 25	\$ 67.00	\$ 80,400.00
	EA	1	16" GATE VALVE W/ BOX	\$ 6,250.00	\$ 6,250.00
	EA	1	FLUSHING HYDRANT	\$ 1,500.00	\$ 1,500.00
	EA	12	16" JOINT RESTRAINT	\$ 650.00	\$ 7,800.00
SUB-TOTAL RECLAIMED WATER MAIN (16")					\$ 95,950.00
F SANITARY SEWER FORCEMAIN					
	LF	540	4" DR 18	\$ 28.50	\$ 15,390.00
	EA	1	4" GATE VALVE W/ BOX	\$ 755.00	\$ 755.00
	EA	1	AIR RELEASE ASSEMBLY	\$ 8,640.00	\$ 8,640.00
	EA	5	4" JOINT RESTRAINT	\$ 55.00	\$ 275.00
	LS	1	TIE INTO EXISTING	\$ 1,200.00	\$ 1,200.00
SUB-TOTAL SANITARY SEWER FORCEMAIN					\$ 26,260.00
G	LS	1	SPECIAL CONDITIONS: FPL ELECTRIC SERVICE INFRASTRUCTURE		\$ 48,500.00
H	LS	1	SPECIAL CONDITIONS: TEMPORARY CONSTRUCTION ACCESS ROAD		\$ 71,500.00
I	LS	1	COORDINATION WITH OTHER ON-SITE CONTRACTORS		\$ 100.00
J	LS	1	STORMWATER POLLUTION PREVENTION PLAN		\$ 1,500.00
K	LS	1	TESTING		\$ 5,000.00
L	LS	1	AS-BUILTS		\$ 7,500.00
M	LS	1	CONTRACTOR EDUCATION REQUIREMENTS/NEWRAP		\$ 1,000.00
N	LS	1	BONDING		\$ 5,500.00
GRAND TOTAL LUMP SUM BID (ITEMS A-N)					\$ 690,515.00

DEVELOPER AND UTILITY SERVICE AGREEMENT

THIS DEVELOPER AND UTILITY SERVICE AGREEMENT (this "Agreement") is made and entered into on this 6th day of December, 2004, by and between SONOC COMPANY, LLC, a Delaware limited liability company, whose address is 4310 Pablo Oaks Court, Jacksonville, Florida 32224 (the "Developer"), and JEA, whose address is 21 W. Church Street, Jacksonville, Florida 32202.

RECITALS:

1. Developer is the owner and developer of a parcel of real property located in Duval County, Florida and St. Johns County, Florida and more particularly described on the attached **Exhibit "A"** which has been approved as a Development of Regional Impact, pursuant to St. Johns County Resolution No. 2001-30 and City of Jacksonville Ordinance No. 2001-13-E, as may be amended from time to time.
2. Developer intends to construct certain improvements on the Nocatee Property which are more particularly described on the attached **Exhibit "B"** (the "Nocatee Development Plan"), which will require Water, Sewer, and Reclaimed Water Capacity as described and defined in this Agreement.
3. Water, Sewer, and Reclaimed Water Capacity for the Nocatee Property is outlined in the projected capacity and phasing schedule attached as **Exhibit "C"** and shall be provided in the manner described below subject to the terms and conditions provided in this Agreement.
4. Developer and JEA desire to extend JEA's water, wastewater, and reclaimed water system ("JEA Utility System") to serve the Nocatee Property and to provide capacity in JEA's water and wastewater treatment plants and in JEA's reclaimed water facilities.
5. JEA is willing to expand the JEA Utility System and to reserve such treatment capacity and provide such service so that an adequate water and reclaimed water supply and wastewater disposal system may be provided to the Nocatee Property and its future occupants subject to all of the terms and conditions of this Agreement.

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

1. Recitals. The above recitals are true and correct and form a material part of this Agreement.

2. Definitions. The parties agree that in construing this Agreement, the following words, phrases, and terms shall have the following meanings:

2.1 "Agreement" means this Developer and Utility Service Agreement as it may be amended from time to time.

2.2 "CDD" means any Community Development District having jurisdiction over the Nocatee Property as defined in Section 12.1 hereof.

2.3 "Customer Installation" means all facilities on the customer's side of the Point of Delivery.

2.4 "Developer" means SONOC COMPANY, LLC, a Florida limited liability company, its successors and assigns.

2.5 "Developer's Engineer" means the Florida licensed, registered professional engineer selected by Developer, or its successors and assigns from time to time.

2.6 "Developer Onsite Improvements" means the portion of the Water, Sewer, and Reclaimed Water facilities to be constructed by Developer at the Developer's expense on the Nocatee Property consisting of all Water, Sewer, and Reclaimed Water facilities located on the Nocatee Property that are not part of JEA Onsite Improvements or JEA System Improvements, as defined below.

2.7 "Development Unit" means a part of the Nocatee Property which is being or which is to be developed as platted property or as an unplatted unit with a separate site plan and specific metes and bounds legal description.

2.8 "FDEP" means the Florida Department of Environmental Protection, an agency of the State of Florida, or any successor agency.

2.9 "FDOT means the Florida Department of Transportation.

2.10 "GPD" means gallons per day on an annual average basis.

2.11 "JEA Onsite Improvements" means that portion of the Water, Sewer, and Reclaimed Water facilities to be constructed within the Nocatee Property (excluding the JEA System Improvements) at the expense of the JEA as conceptually described on the attached **Exhibit "D,"** and which will extend or expand the JEA System to provide Water, Sewer, and Reclaimed Water service to the Nocatee Property, as may be modified by JEA within one hundred and twenty (120) days from the date hereof, at its expense, to provide for integration of the JEA Onsite Improvements unto the JEA System Improvements, which modifications shall be subject to the prior written approval of the Developer, which approval shall not be unreasonably withheld.

2.12 "JEA System" means all Water, Sewer, and Reclaimed Water facilities and interests in real and personal property owned, operated, managed, or controlled by JEA now or in the future and used to provide Water, Sewer, and Reclaimed Water Capacity to existing and future customers. The JEA System ultimately includes the JEA Onsite Improvements and JEA System Improvements and the Developer Onsite Improvements after acceptance of dedication by Developer to JEA.

2.13 "JEA System Improvements" means the Water, Sewer, and Reclaimed Water facilities to be designed, permitted and constructed at the expense of the JEA and which will extend or expand the JEA System to provide Water, Sewer, and Reclaimed Water service to the Nocatee Property which are located outside of the Nocatee Property and those improvements located within the Nocatee Property as more particularly described on **Exhibit "E."**

2.14 "Lot or Tract" means each separate subdivided building site.

2.15 "Manuals" means the JEA Rules and Regulations for Electric, Water and Sewer Services, JEA Water and Sewer Standards, Details and Materials Manual, and JEA's Developer-Installed System Manual, as amended from time to time.

2.16 "Nocatee Capacity and Phasing Schedule" shall be the projected time schedule for construction of Water, Sewer, and Reclaimed Water Capacity as shown on **Exhibit "C,"** as may be modified pursuant to Section 3.1.

2.17 "Nocatee Development Plan" means the proposed improvements to be constructed on the Nocatee Property as described on the attached **Exhibit "B"** within the proposed time schedule set forth in the Nocatee Capacity and Phasing Schedule.

2.18 "Nocatee Property" means the real property described on **Exhibit "A."**

2.19 "Plans and Specifications" means those documents and drawings prepared by the Developer's Engineer and approved by JEA for the design and construction of certain Water, Sewer, and Reclaimed Water facilities.

2.20 "Point of Delivery" means the point where the JEA's service line is connected to the customer's line and unless otherwise indicated by JEA, the Point of Delivery shall be at a point on the customer's lot line.

2.21 "Reclaimed Water" or "Reuse Water" means wastewater that has been stored and treated in accordance with the treatment and water quality requirements for reclaimed water for public access and residential irrigation reuse as established in Chapter 62-610, *Florida Administrative Code*, which will be provided by JEA at pressure at pressure ranges established by JEA to all retail customers within the Nocatee Property.

2.22 "Review Notice" means the notice from JEA to Developer by which JEA approves or rejects the Plans and Specifications for Developer Onsite Improvements and JEA Onsite Improvements or any revisions to the Plans and Specifications pursuant to Section 3.2 below.

2.23 "Schedule of Values" means a schedule showing the allocation of the contract price as to JEA Onsite Improvements among the various portions of the work for the JEA Onsite Improvements.

2.24 "Service Notice" means the written notice Developer provides to JEA of Developer's intent to commence construction of a Development Unit within the Nocatee Property.

2.25 "SJRWMD" means the St. Johns River Water Management District.

2.26 "Sewage" or "Wastewater" means water-carried wastes from residences, business buildings, institutions, industrial establishments, and other customers of the JEA System.

2.27 "Water" means potable water meeting the applicable federal, state and local laws and regulations for human consumption, fire protection, and consumption by business and industry.

2.28 "Water and Sewer Capacity" and "Reclaimed Water Capacity" means the readiness and ability of JEA to furnish Water, Sewer, and Reclaimed Water service at pressure (at pressure ranges established by JEA for the applicable use) to each Lot or Tract in accordance with applicable governmental requirements and regulations. Capacity relating to Water, Sewer, and Reclaimed Water is typically expressed as a rate of water flow measured in GPD.

2.29 "Water and Sewer Capacity Charges" and "Reclaimed Water Capacity Charges" means the charges made by JEA for each new customer installation to the JEA System, which are designed to defray the cost of JEA Water and Sewer facilities and Reclaimed Water facilities which are consistent with the JEA Water and Sewer Rate Document, latest edition, as amended from time to time.

2.30 "Water and Sewer Facilities and Reclaimed Water Facilities" means all facilities, including but not limited to, water plants, wells, pumps, treatment, production, transmission and distribution force mains, meters and other appurtenant facilities for the provision of piped water onto the Nocatee Property and/or sewer plants, lift stations, treatment, disposal, transmission force mains, pumps and other appurtenant facilities to collect, transmit, treat, and dispose sewage from the Nocatee Property and/or reclaimed water treatment, storage and pumping, production, transmission and

distribution force mains, meters and other appurtenant facilities for the provision of piped reclaimed water onto the Nocatee Property.

3. Design and Construction of Water, Sewer, and Reclaimed Water Facilities.

3.1 The Developer shall cause Developer's Engineer to design, in accordance with JEA standards, and produce and submit to JEA for its review and written approval prior to construction, graphic plans and specifications for the construction of the Developer Onsite Improvements and JEA Onsite Improvements. The Plans and Specifications may be limited to the improvements necessary to serve only the first Development Unit or Development Units and Plans and Specifications for subsequent Development Units may be furnished from time to time for JEA's review and written approval prior to construction of subsequent Development Units. Each such Development Unit, however, shall conform to the Nocatee Capacity and Phasing Schedule. The Developer may modify the Nocatee Capacity and Phasing Schedule with the prior written consent of JEA, which consent shall not be unreasonably withheld. Upon satisfactory completion of the plan review process, a minimum of five (5) sets of signed and sealed engineering plans must be submitted to JEA Environmental Services for FDEP permit processing.

3.2 JEA shall review, and provide written approval of requests for modification of any Plans and Specifications submitted pursuant to Subsection 3.1 above within thirty (30) days after JEA receives the Plans and Specifications. The Developer's Engineer shall make corrections or modifications to any portion of the Plans and Specifications which are in conflict with the Manuals and shall resubmit the corrected or modified Plans and Specifications to JEA for further review within thirty (30) days of comments from JEA. JEA shall have, in case of each submittal, thirty (30) days within which to approve or reject any such revision to Plans and Specifications (the "Review Notice") and the review process shall continue until JEA shall have approved the Plans and Specifications.

3.3 The Developer is responsible for procurement of all applicable permits required for construction of the Developer Onsite Improvements and JEA Onsite

Improvements and will submit to JEA one copy of each permit issued for the project, e.g.: FDEP, SJRWMD, applicable FDOT, County right-of-way permits, railroad crossing approvals, etc.

3.4 After JEA's approval of the Plans and Specifications for any Development Unit or portion of the Developer Onsite Improvements, the Developer shall, at its expense, construct and install that Development Unit or portion of the Developer Onsite Improvements in accordance with the JEA-approved Plans and Specifications and in accordance with the Manuals and applicable governmental requirements.

3.5 Prior to commencement of construction of any JEA Onsite Improvements, Developer shall comply with Section 3.9 and shall also solicit bids for such improvements and submit the construction bids to JEA. JEA shall have fifteen (15) days within which to accept or reject such bids. Once a bid has been approved, JEA shall be responsible for the cost of construction of the JEA Onsite Improvements in accordance with the provisions of Section 3.6 and Section 3.7 hereof. If all bids are unacceptable to JEA, JEA shall have the right to reject all such bids and construct the work itself. Unless JEA notifies Developer at the time of bid review with regard to any segment of the JEA Onsite Improvements that JEA desires to construct or contract independently in its own name for such portion of the JEA Onsite Improvements, then the Developer shall contract for construction of the JEA Onsite Improvements in Developer's name at JEA's expense in accordance with the payment procedures set forth in Section 3.6 and 3.7 below.

3.6 Developer shall cause its contractor to provide a payment and performance bond for the benefit of Developer and JEA prior to commencement of construction of the JEA Onsite Improvements. Upon completion of at least 50% of the total work to be performed under an applicable contract, and satisfactory review and approval of the Developer's application for payment by JEA's construction inspector, not later than thirty (30) days from the submittal to JEA of the approved application for payment in satisfactory form, JEA shall make a fifty percent (50%) progress payment on account of the contract price as to JEA Onsite Improvements. This fifty percent (50%) payment shall be measured by the Schedule of Values. Upon satisfactory completion of

the work in accordance with the project closeout and acceptance process, the Developer shall submit to JEA a request for final payment for the balance of the contract amount. Upon review and approval by the JEA project manager, JEA will pay the balance of the lump sum contract price, not later than thirty (30) days from the submittal to JEA of the approved request for final payment in satisfactory form.

3.7 If the duty to construct any JEA Onsite Improvements is assigned to any CDD pursuant to Section 12.1 hereof, such CDD shall solicit bids for construction of improvements in accordance with Section 255.20, Florida Statutes, and any contractor awarded a contract shall be required to provide a bond required pursuant to Section 255.05, Florida Statutes, for the benefit of JEA and the CDD prior to commencement of construction of such improvements. If JEA shall elect pursuant to Section 3.5 above to have such CDD (as assignee of Developer) construct such improvements, then in lieu of the fifty percent (50%) progress payments provided for in Section 3.6 above, JEA, upon satisfactory review of applications for payment submitted by such CDD, shall make progress payments upon request of such CDD in accordance with the payment procedures set forth in the construction contract for such JEA Onsite Improvements and based on a Schedule of Values.

3.8 During construction of the Developer Onsite Improvements and JEA Onsite Improvements, JEA shall have the continuing right to inspect such installations to determine compliance with the Plans and Specifications. JEA shall have the right to control the quality of the installation and further, shall be entitled to perform standard tests for pressure, exfiltration, infiltration, line and grade, and all other normal engineering tests to determine if the system has been installed in accordance with the Plans and Specifications and good engineering practice, but it shall remain the responsibility of the Developer's Engineer to certify that any construction by or on behalf of the Developer complies with approved Plans and Specifications, JEA Manuals and applicable governmental and regulatory requirements.

3.9 Prior to acceptance of any Developer Onsite Improvements or portion thereof for ownership, operation and maintenance by JEA and prior to commencement of construction of JEA Onsite Improvements, the Developer shall, with

respect to such Developer Onsite Improvements or JEA Onsite Improvements or portions thereof constructed or otherwise provided to JEA, convey, grant or dedicate (or, as provided in Section 12.1, cause to be conveyed, granted or dedicated as to any property within the Nocatee Property not owned by such developer) to JEA (in recordable form and in form and substance reasonably satisfactory to JEA together with costs of recording and any applicable taxes) free and clear of all liens and any environmental or other fines or penalties, and subject only to such encumbrances as are subordinate to JEA's interest and do not otherwise unreasonably interfere with the easement rights granted to JEA, such easement or rights-of-way within the Nocatee Property as are reasonably necessary for JEA to own, construct, operate, maintain, repair and replace the Developer Onsite Improvements and JEA Onsite Improvements accepted by JEA, and to connect to and otherwise integrate such improvements into the JEA System. Prior to acceptance of any Developer Onsite Improvements or portion of the Developer On Site Improvements or JEA On Site Improvements, if constructed by Developer, the Developer shall transfer and convey to the extent that the same are transferable, all permits, certificates, licenses, warranties and other approvals related to Developer Onsite Improvements and JEA Onsite Improvements and notify all governmental agencies of such transfer and conveyance as may be required by law. JEA shall review and approve or reject within thirty (30) days after receipt, all documents submitted by the Developer pursuant to this Subsection. After approval by JEA, JEA shall accept such documents which comply with the requirements of this Agreement.

3.10 Upon acceptance by JEA of any Developer Onsite Improvements or JEA Onsite Improvements, such Improvements shall become a part of the JEA System and the Developer shall surrender control of such improvements and execute and deliver to JEA all documents or instruments necessary for that purpose, including but not limited to, a bill of sale and a waiver and release of lien both in form customarily acceptable to JEA. If the Developer shall fail or refuse to do so, then JEA shall be entitled to specifically enforce the provisions of this Subsection against the Developer. JEA's right to specific performance shall not limit JEA's right to any other remedy allowed by this Agreement or applicable law.

3.11 The Developer shall be responsible for submitting all required documentation in form customary as established by JEA for acceptance of facilities constructed by the Developer. Upon receiving this documentation, JEA will issue a utility acceptance letter and take on ownership, operation and maintenance authority of the installed Developer Onsite Improvements and JEA Onsite Improvements which shall then become a part of the JEA System. The Developer's contractor will continue to be responsible for repairs and replacements required as covered by and described in the warranty made directly to JEA for customary warranty, as required by JEA.

4. Operation and Maintenance of Developer Onsite Improvements. Upon acceptance and assumption of the responsibility for the operation and maintenance of Developer Onsite Improvements, all customers connecting to those improvements shall be deemed customers of the JEA System and JEA shall set and collect all Water, Sewer, and Reclaimed Water rates, fees, charges and deposits, without exception, in accordance with its then current rate schedule as amended from time to time. All property owners and customers must provide at their expense necessary individual service lines to the Point of Delivery as a condition precedent to receiving Water, Sewer, and Reclaimed Water service from JEA.

5. Grant of Easements and Plant Sites.

5.1 Developer shall grant to JEA, its successors and assigns, the non-exclusive, perpetual right, privilege and easement to construct, reconstruct, operate, maintain, repair, replace; improve, alter, remove, relocate and inspect water and reclaimed water transmission and distribution mains, wastewater collection mains, pipelines, lateral lines, valves, connections and appurtenant equipment over, across and under the land where the system lies on the Nocatee Property, together with the right of ingress and egress. The easement rights granted with respect to public places shall be subject to the authority of the public authority having jurisdiction over such public places. Prior to JEA providing service to the development, Developer shall execute a grant or grants of easement in recordable form to be approved by JEA, specifically granting to JEA the above rights necessary, in the discretion of JEA, to provide Water, Sewer and Reclaimed Water service to the Nocatee Property. Nothing contained in this Agreement

shall prevent Developer or any subsequent owner of the Nocatee Property from granting exclusive or non-exclusive rights, privileges or easements to any other parties for furnishing utility services other than water, reclaimed water or wastewater, provided that JEA's use, occupancy and enjoyment of its easements shall be maintained so as to allow JEA to provide the utility service contemplated under this Agreement. JEA shall not be obligated to furnish any Water, Reclaimed Water or Wastewater Service to any building which may be built on the Nocatee Property to which it does not have access. All easements granted to JEA by Developer shall be non-exclusive and shall reserve to the Developer all uses of the surface and subsurface areas that do not unreasonably interfere with JEA's installations.

5.2 Developer agrees to convey to JEA, upon request of JEA, marketable fee simple title to that certain real property for a utility plant site as depicted on **Exhibit "G"** attached hereto (the "Plant Site"), which is approximately 5.3 acres and which must contain at least 5 upland acres, together with such non-exclusive easement for ingress and egress as is reasonably necessary for access to the Plant Site not less than 10 feet in width, provided that JEA shall make request for such conveyance not later than three (3) years from the date hereof. Such conveyance shall be made by special warranty deed, free and clear of all liens, claims, or encumbrances except those shown on **Exhibit G1** attached hereto to the extent such items do not interfere with JEA's use of the plant site, together with any additional encumbrances consented to by JEA in the future, which consent shall not be unreasonably withheld. JEA shall pay to Developer at closing of such conveyance the fair market value of the Plant Site as determined by an appraisal prepared by an MAI appraiser selected by JEA and mutually acceptable to JEA and Developer. The cost of the appraisal, survey, title insurance, taxes, recording costs, and any other closing costs related to the conveyance of the Plant Site shall be the obligation of JEA and Developer to be paid one-half by each.

6. Rates, Fees, and Charges. All Water, Sewer and Reclaimed Water Service shall be provided to the Nocatee Property at applicable rates, fees and charges in accordance with the JEA Water and Sewer Rate Document, latest edition, as amended from time to time. Notwithstanding any provision in this Agreement, JEA may establish, amend, revise and enforce, from time to time in the future, its rates, fees and charges

provided that such rates, fees and charges (including, but not limited to, all Water and Sewer Capacity Charges and Reclaimed Water Capacity Charges), and deposits are uniformly applied to customers in its service area and are non-discriminatory as applied to the same classification of service. JEA may establish, amend, or revise, from time to time in the future, and enforce rules and regulations covering Water and Sewer Capacity and Reclaimed Water Capacity to the Nocatee Property. Any initial or future lower or increased rate, rates schedules, capacity charges (including, but not limited to, all Water and Sewer Capacity Charges and Reclaimed Water Capacity Charges) or other fees and charges, and rules and regulations established, amended or revised and enforced by JEA from time to time in the future, shall be applicable to Developer and any other entity holding by, through or under Developer and applicable to any user or customer within the Nocatee Property as a nondiscriminatory basis with other user or customers in its service area.

7. Allocation and Provision of Water and Sewer Capacity and Reclaimed Water Capacity.

7.1 Subject to the Developer's compliance with the terms and conditions of this Agreement, JEA shall reserve to Developer, at no cost to Developer for such reservation, that amount of Water and Sewer Capacity and Reclaimed Water Capacity sufficient to serve the Nocatee Property as requested by the Developer pursuant to any Service Notice to JEA, and in an amount not exceeding the reserved capacity set forth in the Nocatee Capacity and Phasing Schedule.

7.2 After the completed conveyance of Developer Onsite Improvements and the JEA Onsite Improvements to JEA, after payment of applicable rates, fees and charges, after the physical connection of a given customer installation to the JEA System, and after payment of all Water and Sewer Capacity Charges and Reclaimed Water Capacity Charges for the customer installation, JEA shall provide Water, Sewer and Reclaimed Water service to said customer installation in accordance with the terms and conditions of this Agreement and in accordance with the Nocatee Capacity and Phasing Schedule.

7.3 Developer shall provide to JEA a Service Notice at least sixty (60) days prior to Developer's commencing construction of any Development Unit which will require construction of JEA Onsite Improvements. Developer shall have provided JEA with the completed design and permitting for the applicable JEA Onsite Improvements, and shall have complied with the provisions of Section 3.1 above.

7.4 JEA shall, at its expense, design, permit and construct and expand (including acquisition of all sites necessary to locate such improvements) the JEA System Improvements so as to supply all Water and Sewer Capacity and Reclaimed Water Capacity to the Developer and the Nocatee Property consistent with the requirements of this Agreement.

7.5 Notwithstanding anything to the contrary contained in this Agreement, the parties recognize that they may be required to obtain approvals from various environmental regulatory authorities having jurisdiction and regulatory power over the construction, maintenance and operation of the Water and Sewer Facilities and Reclaimed Water Facilities before JEA can render service to the Nocatee Property. Each party will diligently make the necessary and proper application to all such authorities and will use its best efforts to obtain such approvals for improvements which are to be permitted by such party. Applications for the approval of Plans and Specifications shall be forwarded by Developer's Engineer to the applicable regulatory authorities subsequent to JEA's approval of such Plans and Specifications.

7.6 In the performance of its obligations under this Agreement, JEA shall comply with those provisions of the Nocatee Environmental Water Resource Plan ("NEWRAP") as identified on **Exhibit "F"** attached hereto and made a part hereof and at the expense of JEA, shall implement the education provisions thereof.

8. Covenant not to Engage in Utility Business. As a further consideration for this Agreement, so long as this Agreement remains in effect and JEA provides the Water and Sewer Capacity and Reclaimed Water Capacity to the Nocatee Property in accordance with the terms of this Agreement, neither Developer nor its affiliates, their successors or assigns as owners of any portion of the Nocatee Property shall engage in the business of providing Water, Sewer or Reclaimed Water Capacity to the Nocatee

Property, it being the intention of the parties that the foregoing provision shall be a covenant running with the land and it being intended that the JEA shall have the sole and exclusive right and privilege to provide Water and Sewer Capacity and Reclaimed Water Capacity to the Nocatee Property and to the occupants of each residence, building or unit constructed on the Nocatee Property so long as JEA is not in default under this Agreement and this Agreement remains in full force and effect.

9. Limitations on Liability.

9.1 Each party shall be an independent contractor, and neither shall be an agent of the other.

9.2 Neither party shall be liable or responsible to the other party as a result of injury to property or person or failure to comply with the terms of this Agreement proximately caused by force majeure. The term force majeure as employed in this Agreement shall be acts of God, strikes, lock-outs, or other industrial disturbances, acts of public enemy, wars, blockades, riots, acts of armed forces, epidemics, delays by carriers, and the inability to obtain materials or right-of-way on reasonable terms, acts of public authorities, acts of vandals or other third parties, or any other causes whether or not of the same kind as enumerated herein that are not within the reasonable control of the parties, provided each party shall use its good faith efforts to overcome such force majeure event.

9.3 This Agreement is solely for the benefit of and shall be binding on the parties and their respective authorized successors and assigns and no right or cause of action shall accrue by reason of this Agreement to or for the benefit of any third party not a party to this Agreement or an authorized successor or assignee of this Agreement. Notwithstanding the foregoing, purchasers of unplatted portions of the Nocatee Property are entitled to Water and Sewer Capacity and Reclaimed Water Capacity under this Agreement under the same terms and conditions of this Agreement.

9.4 Nothing in this Section shall be interpreted as waiving or abrogating JEA's right of sovereign immunity pursuant to Section 768.28, *Florida Statutes* or any successor statute.

10. Default and Remedies. In the event of a breach of this Agreement by one party, the other party shall have all rights and remedies available at law or in equity. As to any material breach by either party under this Agreement, the breaching party shall proceed in good faith to use all reasonable action to cure such breach. In the event the breaching party fails to cure, non-breaching party may proceed at law or in equity to enforce its rights under this Agreement, including the right to specific performance and mandamus or to terminate this Agreement and recover damages. Each of the parties to this Agreement shall give the other party written notice of any defaults under this Agreement and shall allow the defaulting party thirty (30) days from the date of its receipt of such notice within which to cure any such defaults.

11. Notice. Any notices required or allowed to be delivered under this Agreement shall be in writing and shall be deemed to be delivered when (1) hand delivered to the official designated below, or (2) upon such receipt of such notice when deposited in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, addressed to a party at the address set forth under the parties name below or at such other address as the party shall have specified by written notice to the other party delivered in accordance with this Agreement:

To JEA: JEA
Director of Strategic Partnerships & Acquisitions
21 West Church Street
Jacksonville, Florida 32202

With Copy to: Office of General Counsel
City of Jacksonville
117 West Duval Street, Suite 480
Jacksonville, Florida 32202

To Developer: Richard T. Ray, SONOC COMPANY, LLC
c/o The PARC Group
4314 Pablo Oaks Court
Jacksonville, Florida 32224

With a Copy to: M. Lynn Pappas, Esq.
Pappas Metcalf Jenks & Miller, P.A.
245 Riverside Avenue, Suite 400
Jacksonville, Florida 32202

12. Assignments.

12.1 The rights and interests of the Developer under this Agreement may be assigned to any affiliate of the Developer or to a third party, in either case in connection with a bona fide sale, lease or other conveyance of either all of the Nocatee Property, or any portion of the Nocatee Property to which the Water and Sewer Capacity or Reclaimed Water Capacity reserved relates, provided (i) JEA is notified in writing of such assignment, and (ii) such assignee assumes (and delivers a signed assumption agreement to JEA in form attached as **Exhibit "H"**) all of the Developer's liabilities and responsibilities under this Agreement as to the portion of the Nocatee Property conveyed to such assignee and agrees as a condition to service hereunder, to obtain or cause to be obtained any easements or rights of way over and upon any portion of the Nocatee Property as may be required under Section 3.9 to serve the portion of the Nocatee Property conveyed to such assignee. Notwithstanding and in addition to the foregoing, the Developer may partially assign rights and obligations under this Agreement to any Community Development District formed as a unit of special purpose government pursuant to Chapter 190, Florida Statutes having jurisdiction over any portion of the Nocatee Property (each a "CDD"), as to portions of the JEA Onsite System or Developer Onsite System to be constructed by such CDD in which event such CDD shall assume those obligations of the Developer hereunder only as they relate to those portions of the JEA Onsite System or Developer Onsite System to be constructed by such CDD and JEA is notified in writing of such assignment and delivers a signed assumption agreement to JEA in form attached as **Exhibit "H."** Upon any such permitted assignment under this Section 12.1, the Developer shall be released from the obligations hereunder assumed by such permitted assignee, it being intended that upon assumption of obligations by any permitted assignee(s) this Agreement shall be several independent agreements between JEA and such permitted assignees.

12.2 JEA shall have the right to assign or transfer this Agreement or the rights and responsibilities contained in this Agreement to any properly authorized commission, authority, corporation, or other public or private person, firm, or entity who acquires all or substantially all of the assets of JEA and shall cause such assignee to assume all obligations of JEA hereunder.

13. Binding Agreement on Successors. This Agreement shall be binding upon and shall inure to the benefit of the Developer, JEA and their respective, permitted successors and assigns to the extent assigned and assumed by such assignee in accordance with this Agreement. Time is of the essence with respect to all provisions of this Agreement.

14. Recordation. The parties agree that an executed copy of this Agreement and exhibits shall be recorded in the public records of Duval County and St. Johns County, Florida.

15. Applicable Law and Venue. This Agreement and the provisions contained in this Agreement shall be construed, controlled and interpreted according to the laws of the State of Florida. Litigation involving this Agreement shall take place in the state or federal courts located in Duval County or St. Johns County, Florida.

16. Representations and Warranties.

16.1 Developer makes the following representations:

16.1.1 Developer is a limited liability company duly organized, validly existing and in good standing in the State of Delaware, is authorized to do business in the State, and has all requisite corporate power and authority to enter into and fully perform this agreement.

16.1.2 All necessary action on the part of Developer to authorize execution and delivery of this Agreement and the performance of its obligations under this Agreement have been duly taken and, assuming due authorization, execution and delivery by JEA, this Agreement shall be valid and enforceable against Developer in accordance with its terms.

16.1.3 To the best of Developer's knowledge and belief after due inquiry, the terms and conditions of this Agreement do not violate the provisions of any applicable law or any applicable order or regulation of any government authority having jurisdiction over Developer and compliance with this Agreement will not violate the terms and conditions of any agreement or instrument to which Developer is a party.

16.2 JEA makes the following representations:

16.2.1 JEA is a duly organized and validly existing body corporate and politic of the State of Florida. JEA has full power and authority to enter into the transactions contemplated by this Agreement.

16.2.2 To the best of its knowledge and belief after due inquiry, JEA is not in default under any provisions of the laws of the State of Florida material to the performance of its obligations under this Agreement. JEA has duly authorized the execution and delivery of this Agreement and, assuming the due authorization, execution and delivery of this Agreement by the other parties, this Agreement constitutes a valid and legally binding obligation of JEA enforceable in accordance with its terms.

16.2.3 To the best of JEA's knowledge and belief after due inquiry, the terms and conditions of this Agreement do not violate the provisions of any applicable law or any provision of the constitution of the State of Florida.

{ This space left blank intentionally }

IN WITNESS WHEREOF, the Developer and JEA have executed or caused this Agreement with the named exhibits attached, to be duly executed in counterparts, each of which shall be considered an original executed copy of this Agreement, the day and year set forth above.

FORM APPROVED BY:

JEA:

JEA

By: J.A. Dickenson
Signature
J.A. Dickenson
Print or Type Name
Managing Director/CEO
Title

FORM APPROVED BY
THE OFFICE OF
GENERAL COUNSEL

By: Gayle Petrie
Gayle Petrie
Assistant General Counsel

DEVELOPER:

SONOC COMPANY, LLC,
a Delaware limited liability company

By: _____
Signature

Print or Type Name

Title

IN WITNESS WHEREOF, the Developer and JEA have executed or caused this Agreement with the named exhibits attached, to be duly executed in counterparts, each of which shall be considered an original executed copy of this Agreement, the day and year set forth above.

FORM APPROVED BY:

JEA:

JEA

By: _____
Signature

Print or Type Name

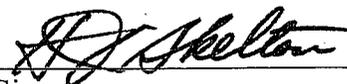
Title

FORM APPROVED BY
THE OFFICE OF
GENERAL COUNSEL

By: _____
Gayle Petrie
Assistant General Counsel

DEVELOPER:

SONOC COMPANY, LLC,
a Delaware limited liability company

By:  _____
Signature
H. J. SKELTON
Print or Type Name
PRESIDENT
Title

LIST OF EXHIBITS

- Exhibit "A" - Property
- Exhibit "B" - Nocatee Development Plan
- Exhibit "C" - Nocatee Capacity and Phasing Schedule
- Exhibit "D" - JEA Onsite Improvements
- Exhibit "E" - JEA System Improvements / Nocatee Property
- Exhibit "F" - Nocatee Environmental Water Resource Plan ("NEWRAP")
- Exhibit "G" - Plant Site
- Exhibit "G1" - Plant Site Encumbrances
- Exhibit "H" - Assumption Agreement

EXHIBIT "A"

Property

February 8, 2001
Revised Boundary

Work Order No. S98-354

Legal Description

NOCATEE

DUVAL COUNTY, FLORIDA

TRACT "A"

All of Sections 36, 46, and 55 and portions of Sections 25, 34, 35, 47, 48, 49, and 55, Township 4 South, Range 28 East, Duval County, Florida, being more particularly described as follows:

For Point of Beginning, commence at the point of intersection of the Southerly boundary of Section 34, Township 4 South, Range 28 East, with the Northeasterly right of way line of U.S. Highway 1, State Road No. 5, and run North $41^{\circ}50'26''$ West along said right of way line, a distance of 925.00 feet to a point; run thence North $76^{\circ}59'37''$ East, a distance of 4,715.0 feet to a point; run thence North $00^{\circ}37'02''$ West, a distance of 3635.0 feet to a point; run thence North $89^{\circ}34'10''$ East, a distance of 1,965.0 feet; run thence North $34^{\circ}06'08''$ East, a distance of 3,495.66 feet to a point on the Northerly boundary of Section 49; run thence North $75^{\circ}13'42''$ East along the Northerly boundary of Section 49 and 53, the same being Southerly boundary of Section 48 and along the Southerly boundary of Section 52, Township and Range aforementioned, and its Northeasterly projection, a distance of 6,620.76 feet to a point on the East line of Section 25, said Township and Range, run thence South $00^{\circ}54'07''$ East along last said Section line and along the East line of Section 36, a distance of 9,798.05 feet to its point of intersection with the Northwesterly right of way line of Palm Valley Road, County Road No. 210; run thence South $55^{\circ}21'50''$ West along said right of way line, a distance of 146.60 feet to a point on the South line of said Section 36; run thence South $89^{\circ}37'49''$ West along the South line of Sections 34, 35 and 36, a distance of 14,298.23 feet to the Point of Beginning.

August 6, 1999

Work Order No. S98-354

Legal Description

NOCATEE

ST. JOHNS COUNTY, FLORIDA

TRACT "B"

Portions of Section 19, 20, 28, 29, 30, 31, 32, 49, 50, 51, 55, 65, 66, and 67 Township 4 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

For Point of Beginning, commence at the Northwest corner of Section 30, said Township and Range and run North $38^{\circ}39'56''$ East along the North line of said Section, a distance of 1650.0 feet; run thence North $62^{\circ}02'54''$ East, a distance of 7,000.0 feet; run thence South $65^{\circ}26'10''$ East, a distance of 3133.63 feet; run thence South $17^{\circ}06'55''$ East, a distance of 3063.73 feet to the Northeasterly corner of that certain parcel of land described in Official Records Volume 97, Page 151, Public Records of said County; run thence South $76^{\circ}09'47''$ West, along the Northerly boundary of said parcel, a distance of 477.26 feet to the Northeasterly corner of that certain tract of land described in Official Records Book 673, Page 636 and 637, public records of said county; run thence South $88^{\circ}13'50''$ West along the Northerly boundary of said tract a distance of 622.02 feet to the Northwest corner thereof; run thence South $07^{\circ}59'59''$ East along the Westerly line of said tract and along the Westerly line of that parcel described in Official Records Book 368, page 550, a distance of 532.17 feet to a point on the line dividing Sections 28 and 35, Township and Range aforementioned; run thence South $36^{\circ}48'25''$ West along said Section line, a distance of 1,723.48 feet to the Northeast corner of that parcel identified as Parcel Six and described in documentation recorded in Official Records Volume 1084, Page 676, said public records. run thence South $11^{\circ}08'51''$ East along the Easterly line of said Parcel Six, a distance of 600.76 feet to the Northwesterly right of way line of Palm Valley Road, County Road No. 210; run thence South $55^{\circ}21'50''$ West along said right of way line, a distance of 11,438.24 feet to it's point of intersection with the Westerly line of Section 31, Township and Range aforementioned; run thence North $00^{\circ}54'07''$ West along said Westerly section line and along the Westerly line of Section 30, a distance of 10,614.31 feet to the Point of Beginning; less and except from the above described lands, the Northeast 1/4 of the Southeast 1/4 of Section 30, said Township and Range.

November 11, 1999

Work Order No. S98-354

Legal Description

TRACT "C"

All of Sections 58 and 64 and portions of Sections 29, 31, 32, 55, 57, 59, 60, 61 and 65, Township 4 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

For Point of Beginning, commence at the Southwest corner of Section 32, Township 4 South, Range 29 East, and run South $89^{\circ} 27' 34''$ West, along the Southerly line of said Township, a distance of 5,245.28 feet to its point of intersection with the Southeasterly right of way line of Palm Valley Road, County Road No. 210; run thence Northeasterly, along said right of way line, as follows: first course, North $55^{\circ} 21' 50''$ East, a distance of 11,609.31 feet to a point of curvature; second course, along the arc of a curve concave Southeasterly with a radius of 942.73 feet, an arc distance of 392.05 feet to the point of tangency of said curve, said arc being subtended by a chord bearing North $67^{\circ} 15' 54''$ East and distance of 389.23 feet; third course, North $79^{\circ} 09' 57''$ East, a distance of 1,439.56 feet to the extreme Westerly corner of that certain tract described in deed recorded in Official Records 664, Page 1159, Public Records of said County; run thence South $18^{\circ} 09' 43''$ East, departing said right of way line, a distance of 2633.45 feet; run thence South $82^{\circ} 53' 46''$ East, a distance of 711.15 feet; run thence South $09^{\circ} 41' 05''$ East, a distance of 4351.59 feet to a point on aforesaid Southerly line of Township 4 South, Range 29 East; run thence South $89^{\circ} 27' 34''$ West, along said Township line, a distance of 8263.12 feet to the Point of Beginning.

LESS AND EXCEPT: Those lands described in instrument recorded in Official Records Book 1097, Page 1072 and Official Records Book 1443, Page 1680, Public Records of said County.

May 6, 1999

Work Order No. S98-354

Legal Description

TRACT "D"

Portions of Sections 57 and unsurveyed Section 34, Township 4 South, Range 29 East, St. Johns County, Florida being more particularly described as follows:

For Point of Reference, commence at the Southwest corner of Section 32, Township 4 South, Range 29 East, and run North $39^{\circ} 27' 34''$ East, along the Southerly line of said Township, a distance of 14,134.03 feet to its point of intersection with the Westerly right of way line of Florida East Coast Canal (Intracoastal Waterway) as recorded in Map Book 4, Pages 63 through 78, Public Records of St. Johns County, Florida and the Point of Beginning.

From the Point of Beginning thus described, run North $23^{\circ} 45' 44''$ West along said Westerly right of way line, a distance of 2,500.00 feet; run thence South $49^{\circ} 50' 45''$ West, departing said line, a distance of 3,546.61 feet to a point on aforesaid Southerly Township line; run thence North $39^{\circ} 27' 34''$ East, along said Township line, a distance of 3,798.13 feet to the Point of Beginning.

LESS AND EXCEPT any portion of the above described lands lying below the mean high water line of the Tolomato River.

November 16, 1999

Work Order No. S98-354

Legal Description

TRACT "E"

Parcel 1

A part of Sections 1, 2, 3 and 11, all in Township 5 South, Range 28 East, St. Johns County, Florida, being all of those lands described as Parcel 1 in Deed recorded in Official Records Book 979, Page 1807 and Official Records Book 979, Page 1810, Public Records of said County.

Less and Except those certain parcels identified as PARCEL "D" and PARCEL "E" and described in document recorded at Official Records Book 1453, Page 651, said Public Records.

November 11, 1999

Work Order No. S98-354

Legal Description

TRACT "E"

Parcel 2

A part of Section 2, Township 5 South, Range 28 East, St. Johns County, Florida, being all of those lands described as Parcel 2 in Deeds recorded in Official Records Book 979, Page 1807 and Official Records Book 979, Page 1810, Public Records of said County.

January 13, 2000

Work Order No. S98-354

Legal Description

TRACT "F"

A tract of land comprised of the East 1/2 of Section 12 and the Northeast 1/4 of Section 13, Township 5 South, Range 28 East, St. Johns County, Florida, less and except that portion lying within the boundary of Subdivision of Hilden recorded in Map Book 3, Page 59, of the Public Records of said County.

Less and except the following described parcel:

A part of Section 13, Township 5 South, Range 28 East, St. Johns County, Florida, being more particularly described as follows:

For the Point of Beginning, commence at the intersection of the Southerly right of way line of North East Second Street, a 40 foot right of way as shown on plat of Subdivision of Hilden, recorded in Map Book 3, Page 59 of the public records of said county, with the Northeasterly right of way line of Fifth Avenue, a 40 foot right of way as shown on said plat of Subdivision of Hilden; thence South $52^{\circ} 48' 30''$ West, along the Southerly right of way line, 533 feet to the Easterly line of those lands as described and recorded in Official Records Book 1230, Page 1155, of said public records; thence South $00^{\circ} 43' 53''$ East, along said Easterly line, 222 feet to the Northerly line of those lands described and recorded in Official Records Book 703, Page 781, of said public records; thence North $88^{\circ} 24' 40''$ East, along the Northerly lines of the lands described and recorded in said Official Records Book 703, Page 781, Official Records Book 704, Page 1135, Official Records Book 807, Page 1537, and Official Records Book 1185, Page 526, all being recorded in said public records, 944 feet to an intersection with the Southeasterly proiongation of said Northeasterly right of way line of Fifth Avenue; thence North $40^{\circ} 54' 24''$ West, along said Southerly proiongation, 730 feet to the Point of Beginning.

September 10, 1999

Work Order No. S98-354

TRACT "G"

That portion of Section 37, Township 5 South, Range 28 East, St. Johns County, Florida described in deed recorded at Official Records Book 675, Page 350, public records of said county.

September 10, 1999

Work Order No. S98-354

TRACT "H"
Parcel 1

A tract of land comprised of all or portions of surveyed and unsurveyed Sections 3, 10 and 15; all of Sections 4, 5, 7, 8, 9, 16, 17, 18, 20, 21, 39, 62, 63, 64, 65, 66, and portions of Sections 6, 19 and 61, Township 5 South, Range 29 East, St. Johns County, Florida, said tract being more particularly described as follows:

For Point of Beginning, commence at the Northeast corner of Section 6, Township 5 South, Range 29 East, and run South $89^{\circ} 27' 34''$ West, along the Northerly line of said Section, a distance of 5245.38 feet to its point of intersection with the Southeasterly right of way of Palm Valley Road, County Road No. 210; run thence South $55^{\circ} 21' 50''$ West, along said right of way line, a distance of 68.75 feet to a point on the Westerly boundary of said Section; run thence South $00^{\circ} 55' 57''$ West, along said Section line, a distance of 5407.34 feet to the Southwest corner of said Section; run thence South $02^{\circ} 32' 48''$ East, along the Westerly boundary of Section 7, said Township and Range, a distance of 5351.05 feet to the Southwest corner thereof; run thence South $01^{\circ} 38' 27''$ East, along the Westerly line of Section 12, said Township and Range, a distance of 4909.80 feet to the Northwesterly corner of Section 40; run thence along the boundary of said Section 40 as follows: first course, South $55^{\circ} 40' 59''$ East, a distance of 1237.09 feet; second course, South $79^{\circ} 34' 02''$ East, a distance of 539.79 feet; third course, South $07^{\circ} 57' 59''$ East, a distance of 1679.42 feet; fourth course, North $59^{\circ} 54' 33''$ West, a distance of 2797.08 feet to the Southwesterly corner of said Section; run thence South $01^{\circ} 29' 54''$ East, along the Westerly line of Section 19, aforesaid Township and Range, a distance of 395.62 feet to the Northeast right of way line U.S. Highway 1, State Road No. 5; run thence South $37^{\circ} 55' 24''$ East, along said right of way line, a distance of 3131.90 feet to its point of intersection with the Northerly line of Section 41, said Township and Range and the Northerly boundary of Woodland Heights according to the plat recorded in Map Book 3, Page 78, Public Records of St. Johns County, Florida; run thence South $74^{\circ} 56' 37''$ East, along said Section line and subdivision line, a distance of 1096.67 feet; run thence North $13^{\circ} 29' 52''$ West, along said subdivision line, a distance of 183.21 feet; run thence North $02^{\circ} 39' 45''$ East, along said subdivision line, a distance of 265.41 feet; run thence South $89^{\circ} 01' 13''$ East, along said subdivision line and its Easterly projection, a distance of 574.74 feet to the Easterly right of way line of Old Dixie Highway lying on the Westerly line of Official Records Book 1353, Page 1476, Public Records of said County; run thence South $15^{\circ} 19' 35''$ East, along said line, a distance of 1354.50 feet to a point on the Southerly boundary of aforementioned Section 19; run thence North $88^{\circ} 50' 30''$ East, along said Southerly boundary, a distance of 1401.68 feet to the Southeast corner of said Section; run thence North $89^{\circ} 10' 44''$ East along the Southerly line of Sections 20 and 21, and its Easterly projection, a distance of 2762.95 feet, more or less to the center of the run of an unnamed creek (Sweetwater Creek); run thence Northeasterly along the center of said run following the meanderings of same, to its point of intersection with the line dividing unsurveyed Sections 15 and 22, said point of intersection bearing North $22^{\circ} 40' 40''$ East and distance 5998.15 feet from last said point; run thence North $89^{\circ} 17' 02''$ East, along said Section line, a distance of 2378.54 feet to a point on the Westerly right of way line of the Intracoastal Waterway, per Deed Book 193, Page 387, Public Records of said County; run thence in a Northerly direction along the West edge of the waters of the Tolomato River to a point on the North boundary of said Township 5 South, Range 29 East, said waters edge being traversed as follows: first course, North $07^{\circ} 25' 34''$ West, along said Westerly right of way

September 10, 1999

Work Order No. S98-354

TRACT "H"
Parcel 1

line of the Intracoastal Waterway, a distance of 1870.17 feet; second course, North 36° 44' 53" East continuing along said right of way line, a distance of 202.90 feet; third course, North 14° 22' 06" East, a distance of 8564.35 feet to a point on said Westerly right of way line of the Intracoastal Waterway; fourth course, North 07° 59' 12" West along said right of way line, a distance of 740.00 feet; fifth course, North 21° 43' 09" West along said right of way line, a distance of 3362.70 feet; sixth course, North 25° 49' 03" West, along said right of way line, a distance of 1899.59 feet to the point of termination of said traverse on the Northerly boundary of said Township; run thence South 89° 27' 34" West, along said Township line, a distance of 14134.03 feet to the Point of Beginning.

LESS AND EXCEPT all of that portion of Government Lot 10, Section 19, Township 5 South, Range 29 East, St. Johns County, Florida, lying East of the Easterly right of way line of Old Dixie Highway as described in deed recorded in Official Records Book 1355, Page 1476, public records of said County.

LESS AND EXCEPT any portion of the above described lands lying below the mean high water line of the Tolomato River.

September 10, 1999

Work Order No. 98-354

TRACT "H"
Parcel 2

All of that portion of Government Lot 10, Section 19, Township 5 South Range 29 East, St. Johns County, Florida, lying East of the Easement right of way line of Old Dixie Highway as described in deed recorded in Official Records Book 1353, Page 1476, public records of said County.

February 8, 2001

Work Order No. S98-354

TRACTS "A", "B", "C", "D", "E" (Parcel 1 and Parcel 2), "F", "G", "H" (Parcel 1 and Parcel 2) described above are less and except the following described Nocatee Preserve Parcel:

A parcel of land lying in a portion of unsurveyed Section 34 and a portion of Section 57, the William Travers Grant all lying within Township 4 South, Range 29 East, St. Johns County, Florida, together with all of fractional Sections 3 and 10, and all of Section 66, the William Travers or Smith Grant, together with a portion of fractional Sections 4, 9, 15, and 16, unsurveyed Sections 3, 10 and 15, a portion of Section 39, the Hannah Smith Grant, a portion of Section 62, the William Travers Grant, a portion of Section 65, the William Travers Grant, all lying within Township 5 South, Range 29 East, St. Johns County, Florida and being more particularly described as follows:

For a Point of Reference, commence at the corner common to Sections 19, 20, 29 and 30 of said Township 5 South, Range 29 East; thence North $39^{\circ}09'44''$ East, along the dividing line of said Sections 20 and 29, a distance of 200.00 feet to a point; thence North $00^{\circ}53'59''$ West, departing said dividing line, a distance of 21,013.50 feet; thence North $89^{\circ}28'13''$ East, 7345.53 feet to the Point of Beginning.

From the Point of Beginning, continue thence North $89^{\circ}28'13''$ East, 2002.82 feet to a point; thence North $49^{\circ}45'40''$ East, 2486.26 feet more or less to a point lying on the Westerly Mean High Water Line of the Tolomato River; thence Northeasterly along the meanderings of said Westerly Mean High Water Line, 1,536 feet, more or less to a point which bears North $49^{\circ}45'40''$ East and lies 891.44 feet distant from last said point; thence continue North $49^{\circ}45'40''$ East, 553.42 feet more or less to a point lying on the Westerly line of the Florida East Coast Canal (Intracoastal Waterway) as depicted on plat thereof, recorded in Map Book 4, Pages 68 through 78 of the Public Records of said County; thence South $25^{\circ}27'19''$ East, along said Westerly line, 658.77 feet more or less to an intersection with said Westerly Mean High Water Line of the Tolomato River; thence, departing said Westerly canal line, Southwesterly, Southerly and Northeasterly, along meanderings of said Westerly Mean High Water Line, 4890 feet, more or less to an intersection with said Westerly line of said canal which bears South $25^{\circ}27'19''$ East and lies 882.67 feet distant from last said point; thence South $25^{\circ}27'19''$ East, along said Westerly canal line, 475.74 feet more or less to an intersection with said Westerly Mean High Water Line of the Tolomato River; thence Southerly along the meanderings of said Westerly Mean High Water Line, 33,500 feet more or less, to its convergence with the Northerly Mean High Water Line of the Northerly prong of Smith Creek which bears South $12^{\circ}08'19''$ West and lies 6736.68 feet distant from last said point; thence Northwesterly, along the meanderings of said Northerly Mean High Water Line of Smith Creek, 6340 feet more or less to its convergence with the Southerly Mean High Water Line of said Northerly prong of Smith Creek which bears North $50^{\circ}08'35''$ West and lies 2947.90 feet distant from last said point; thence Southeasterly, along the meanderings of said Southerly Mean High Water Line, 4590 feet more or less to its convergence with the Northerly Mean High Water Line of the Southerly prong of said Smith Creek which bears South $44^{\circ}01'31''$ East and lies 2750.85 feet distant from last said point; thence Southwesterly, along said Northerly Mean High Water Line, 3210 feet more or less to its convergence with the Southerly Mean High Water Line of said Southerly prong of Smith Creek which bears South $59^{\circ}59'47''$ West and lies 1535.26 feet distant from last said point; thence Northeasterly, along the meanderings of said Southerly Mean High Water Line, 4,950 feet more or less to its convergence with said Westerly Mean High Water Line of said Tolomato River which bears North $78^{\circ}09'08''$ East and lies 2092.17 feet distant from last said point; thence Southerly along the meanderings of said Westerly mean high water line, 50,020 feet, more or less, to its intersection with the Northeasterly line of that portion of the Intracoastal Waterway described and recorded in Deed Book 193, Page 387 (Parcel RWN 231-B) of the Public Records of St. Johns County, Florida which bears South $11^{\circ}08'21''$ East and lies 7496.56 feet distant from last said point; thence North $53^{\circ}26'01''$ West, along said Northeasterly line, 128.75 feet, more or less, to an intersection with said Westerly mean high water line; thence Northerly, Northwesterly and Southwesterly departing said Northwesterly line of Parcel RWN 231-B, and along said Westerly Mean High Water Line of the Tolomato River, 190 feet, more or less, to an intersection with the Northwesterly line of said parcel which bears South $56^{\circ}09'33''$ West and lies 132.37 feet distant from last said point; thence South $36^{\circ}33'59''$ West, along said Northwesterly line of Parcel RWN 231-B, 78.19 feet, more or less, to the

Northwesterly corner thereof; thence South 07° 36' 28" East, along the West line of said parcel, 72.81 feet, more or less, to an intersection with said Westerly Mean High Water Line of the Tolomato River; thence Northwesterly, Southwesterly, Southerly and Easterly along the meanderings of said Westerly mean high water line, 2025 feet, more or less, to an intersection with said West line of Parcel RWN 231-B which bears South 07° 36' 28" East and lies 228.65 feet distant from last said point; thence continue South 07° 36' 28" East, departing said Westerly Mean High Water Line of the Tolomato River, along said West line of Parcel RWN 231-B, a distance of 1558.54 feet, more or less, to the Southwest corner of said parcel, said point also lying on the Easterly prolongation of the line dividing said Section 15 and Section 22 of said Township 5 South, Range 29 East; thence South 88° 59' 50" West, along said Easterly prolongation and along said line dividing Sections 15 and 22, a distance of 2392.50 feet more or less to its intersection with the Northerly Mean High Water Line of Deep Creek; thence Northwesterly, along the meanderings of said Northerly Mean High Water Line, 959 feet, more or less to a point which bears North 40° 12' 46" West and lies 661.31 feet distant from last said point; thence North 03° 47' 40" East, departing said Northerly Mean High Water Line of Deep Creek, 163.23 feet more or less; thence sequentially, along the following ninety-five (95) line courses to the Point of Beginning:

LINE TABLE		
LINE	BEARING	LENGTH
L1	N07°22'26"E	176.12
L2	N41°37'28"W	251.83
L3	N09°17'15"E	138.89
L4	N44°47'01"W	262.77
L5	N20°04'35"E	91.20
L6	N46°35'35"W	55.27
L7	N73°58'12"W	460.71
L8	S66°23'32"W	186.99
L9	N12°41'19"E	333.25
L10	N35°40'35"W	425.76
L11	N13°12'44"E	168.30
L12	N08°17'35"W	207.81
L13	S94°21'30"W	42.83
L14	N39°38'46"W	88.90
L15	N09°12'28"W	304.23
L16	N17°50'38"W	277.95
L17	N01°52'17"E	208.02
L18	N10°56'17"E	55.52
L19	N66°40'52"W	86.35
L20	N01°33'03"E	72.16
L21	N05°07'43"W	227.92
L22	N61°54'04"W	128.63
L23	N06°58'37"W	531.32
L24	N14°58'55"E	221.67
L25	N34°15'51"W	266.06
L26	N01°39'42"E	176.26
L27	N52°28'54"W	267.22
L28	N05°24'46"E	417.49
L29	N22°37'02"E	58.49
L30	N13°55'38"W	980.21
L31	N09°37'32"W	50.36
L32	N05°01'33"E	84.80
L33	N05°23'42"W	141.39
L34	N05°19'40"W	675.85
L35	N05°16'15"W	120.59
L36	N53°01'04"S	24.74
L37	N27°35'22"W	128.62
L38	N02°43'26"W	113.00
L39	N18°54'00"W	192.25
L40	S74°43'35"W	245.26
L41	N29°58'13"W	170.14
L42	S27°28'13"W	226.08
L43	S62°26'12"W	98.07
L44	S45°53'19"W	71.58
L45	N77°33'54"W	209.23
L46	N07°42'42"W	265.58
L47	N07°38'37"W	155.90
L48	N41°36'21"E	142.09
L49	N55°17'33"W	155.27

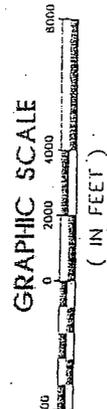
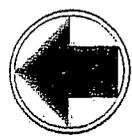
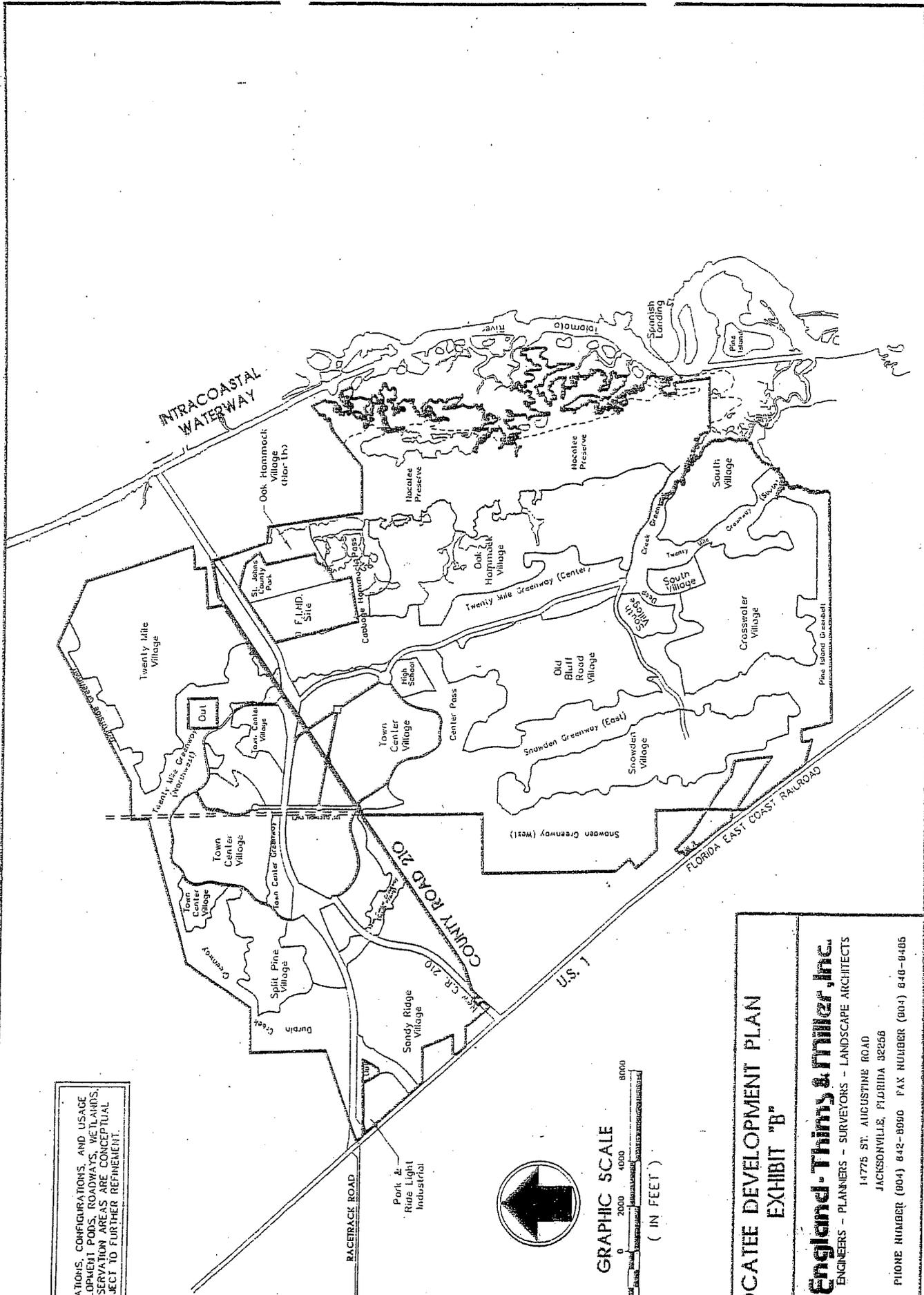
LINE TABLE		
LINE	BEARING	LENGTH
L51	N34°20'54"W	72.29
L52	N28°31'37"E	133.26
L53	S89°25'49"E	185.09
L54	N68°14'47"E	318.46
L55	N62°45'55"E	90.66
L56	N28°21'33"E	135.91
L57	N69°15'05"W	215.89
L58	N47°56'00"W	108.98
L59	N14°28'02"W	161.52
L60	N37°32'55"E	207.83
L61	N67°04'18"W	88.99
L62	N32°21'17"W	371.08
L63	S62°46'13"W	115.25
L64	S62°37'42"W	157.42
L65	N47°39'50"W	159.04
L66	S79°45'15"W	253.82
L67	N68°14'58"W	288.16
L68	N66°30'26"W	752.54
L69	N27°49'10"E	318.60
L70	S61°18'54"E	474.32
L71	N15°29'44"E	558.14
L72	N74°34'16"E	264.64
L73	S69°31'33"E	447.34
L74	N52°37'35"E	373.46
L75	N71°25'20"E	235.13
L76	N28°13'07"E	183.33
L77	N52°37'35"E	81.68
L78	N04°04'59"W	351.09
L79	N37°44'34"W	82.83
L80	N37°33'05"W	226.82
L81	N29°30'52"W	85.59
L82	N89°04'46"W	256.36
L83	S65°52'56"W	358.10
L84	N01°27'15"W	704.94
L85	N31°11'22"E	69.55
L86	N67°19'49"E	265.21
L87	N04°54'52"W	233.03
L88	N04°42'49"W	155.02
L89	N20°39'16"E	228.79
L90	N23°40'33"W	643.89
L91	N09°46'35"W	38.85
L92	N41°22'00"E	139.60
L93	N26°51'41"W	139.68
L94	N18°40'47"W	37.35
L95	N05°45'41"W	179.80
L96	N45°06'38"E	227.49

Less and except any portions thereof lying within the lands described and recorded in Deed Book 193, Page 387 (Parcel RWN 231-B), and the lands depicted in Map Book 4, Pages 68 through 78 of the Public Records of said county.

EXHIBIT "B"

Nocatee Development Plan

NOTE:
 THE LOCATIONS, CONFIGURATIONS, AND USAGE OF DEVELOPMENT PONS, ROADWAYS, WETLANDS, AND PRESERVATION AREAS ARE CONCEPTUAL AND SUBJECT TO FURTHER REFINEMENT.



NOCATEE DEVELOPMENT PLAN
EXHIBIT "B"

England, Thims & Miller, Inc.
 ENGINEERS - PLANNERS - SURVEYORS - LANDSCAPE ARCHITECTS
 14775 ST. AUGUSTINE ROAD
 JACKSONVILLE, FLORIDA 32256
 PHONE NUMBER (904) 842-8080 FAX NUMBER (904) 840-8405

EXHIBIT "C"

Nocatee Capacity and Phasing Schedule

EXHIBIT "C"

SUMMARY OF WATER, WASTEWATER AND REUSE DEMANDS

Phase	Water		Wastewater		Reuse**	
	ADF* (MGD)	Cumulative ADF* (MGD)	ADF* (MGD)	Cumulative ADF* (MGD)	ADF* (MGD)	Cumulative ADF* (MGD)
Phase 1						
2004-2008	0.729	0.729	0.614	0.614	1.228	1.228
Phase 2						
2009	0.222	0.951	0.188	0.802	0.168	1.396
2010	0.222	1.173	0.188	0.990	0.168	1.564
2011	0.222	1.396	0.188	1.179	0.168	1.732
2012	0.222	1.618	0.188	1.367	0.168	1.900
2013	0.222	1.840	0.188	1.555	0.168	2.068
Phase 3						
2014	0.299	2.139	0.257	1.812	0.790	2.858
2015	0.299	2.438	0.257	2.069	0.140	2.999
2016	0.299	2.736	0.257	2.326	0.140	3.139
2017	0.299	3.035	0.257	2.583	0.140	3.280
2018	0.299	3.334	0.257	2.840	0.140	3.420
Phase 4						
2019	0.284	3.618	0.243	3.083	0.788	4.208
2020	0.284	3.903	0.243	3.325	0.138	4.346
2021	0.284	4.187	0.243	3.568	0.138	4.485
2022	0.284	4.472	0.243	3.810	0.138	4.623
2023	0.284	4.756	0.243	4.053	0.138	4.761
Phase 5						
2024	0.273	5.029	0.231	4.284	0.126	4.887
2025	0.273	5.302	0.231	4.515	0.126	5.013
2026	0.273	5.575	0.231	4.747	0.126	5.138
2027	0.273	5.848	0.231	4.978	0.126	5.264
2028	0.273	6.121	0.231	5.209	0.126	5.390

* ADF - Average Daily Flow

** An additional 20% reuse demand will be provided by on-site stormwater.

EXHIBIT "D"

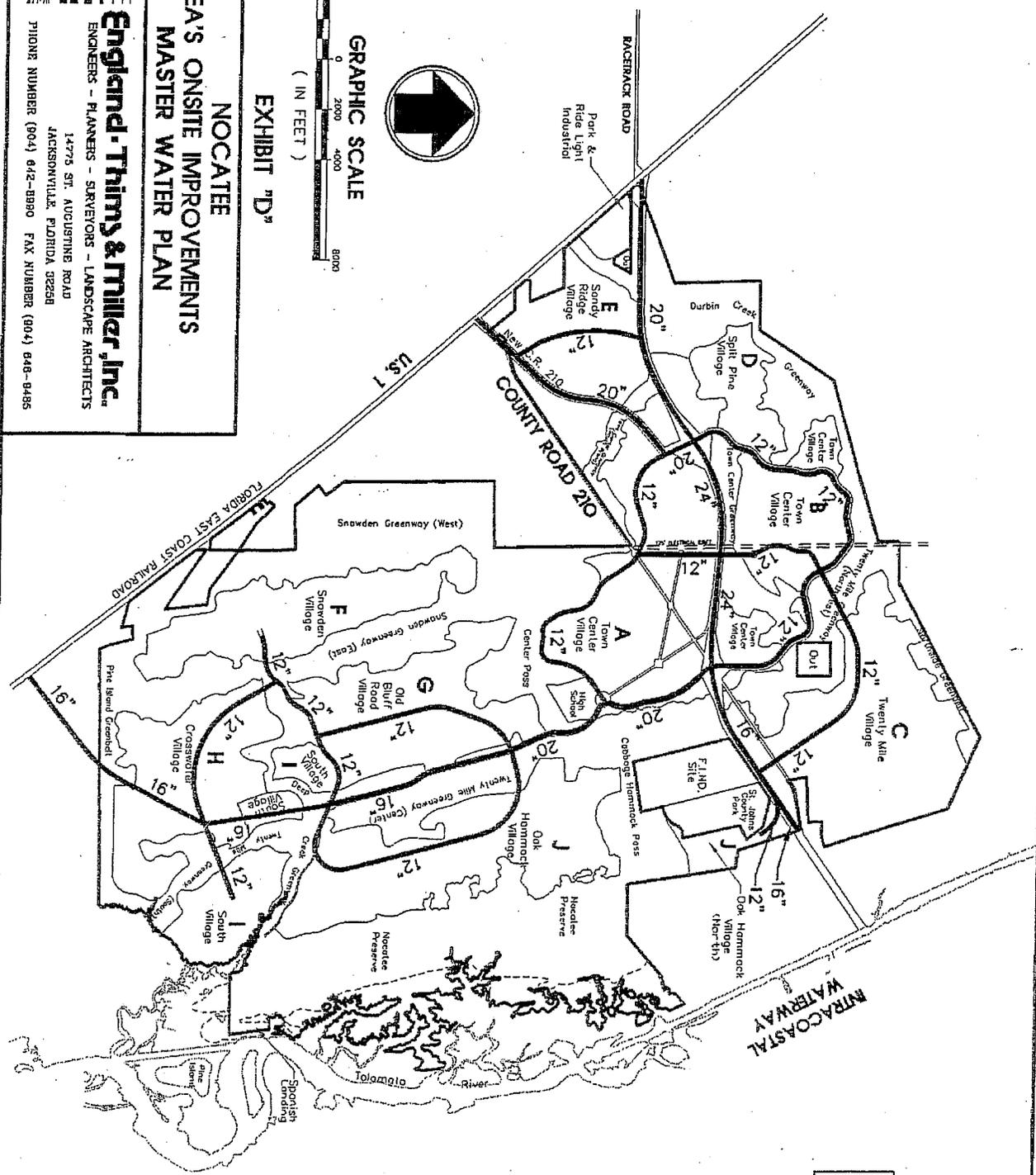
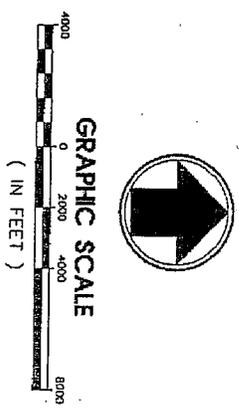
JEA Onsite Improvements



England-Thimys & Miller, Inc.
 ENGINEERS - PLANNERS - SURVEYORS - LANDSCAPE ARCHITECTS
 14775 ST. ADJUSTING ROAD
 JACKSONVILLE, FLORIDA 32258
 PHONE NUMBER (904) 642-8890 FAX NUMBER (904) 646-8485

**NOCATEE
 JEA'S ONSITE IMPROVEMENTS
 MASTER WATER PLAN**

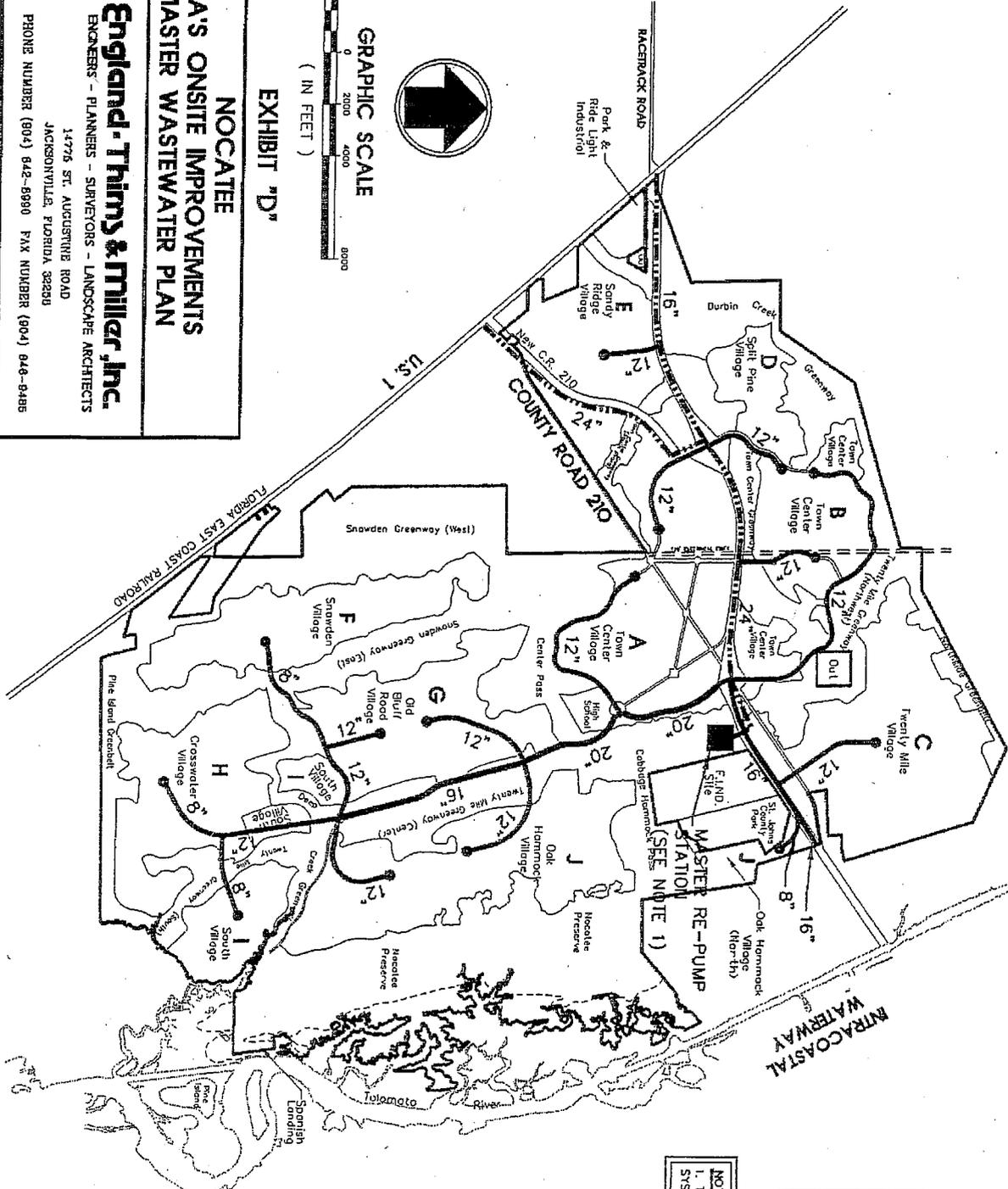
EXHIBIT "D"



LEGEND	
	WATER MAIN
	DEVELOPMENT POD DESIGNATION

LEGEND	
	FORCE MAIN TO RE-PUMP STATION
	FORCE MAIN TO WTP
	REGIONAL PUMP STATION (RE-PUMP)
	REGIONAL PUMP STATION
	DEVELOPMENT PDD DESIGNATION

NOTE
 1. THE MASTER RE-PUMP STATIONS ARE JEA'S SYSTEM IMPROVEMENTS. SEE EXHIBIT 'E'.

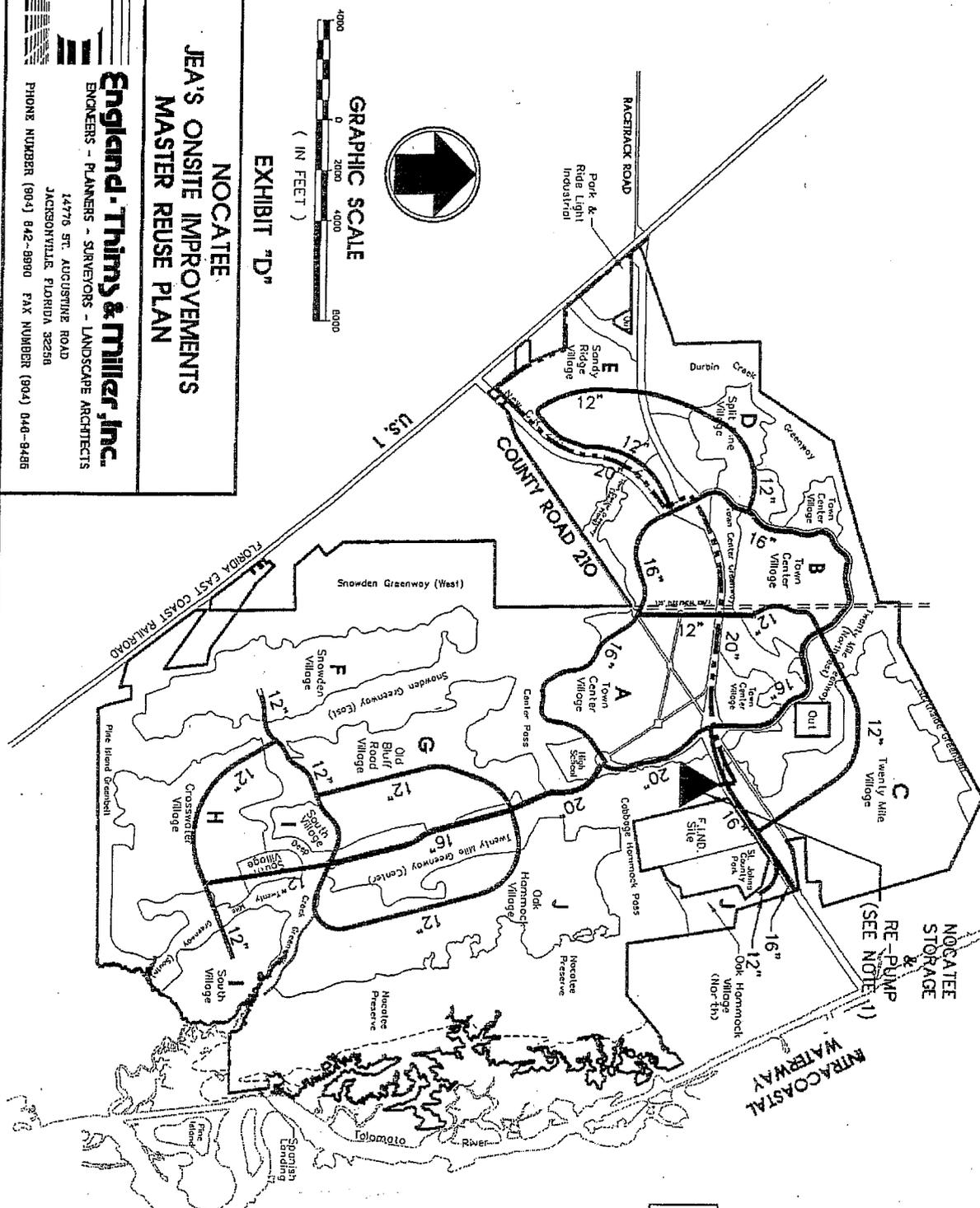


NOCATEE
JEAS ONSITE IMPROVEMENTS
MASTER WASTEWATER PLAN

England-Thims & Miller, Inc.
 ENGINEERS - PLANNERS - SURVEYORS - LANDSCAPE ARCHITECTS

14776 ST. AUGUSTINE ROAD
 JACKSONVILLE, FLORIDA 32228
 PHONE NUMBER (904) 942-8890 FAX NUMBER (904) 942-9485

DATE: November 18, 2004
 ETM JOB NO. E 98-40-12



LEGEND

- REUSE PRESSURE MAIN
- - - - REUSE LOW PRESSURE FROM WWP
- ▲ REUSE DISTRIBUTION PLANT DEVELOPMENT PRO DESIGNATION

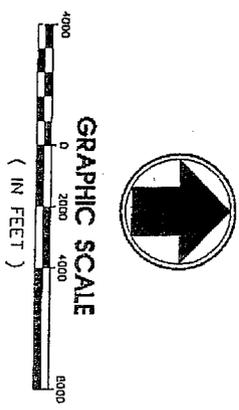
NOTE

1. THE REUSE DISTRIBUTION PLANT IS JEA'S SYSTEM IMPROVEMENT. SEE EXHIBIT 'E'.

**NOCATEE
JEA'S ONSITE IMPROVEMENTS
MASTER REUSE PLAN**

England, Thimms & Miller, Inc.
ENGINEERS - PLANNERS - SURVEYORS - LANDSCAPE ARCHITECTS

14776 ST. AUGUSTINE ROAD
JACKSONVILLE, FLORIDA 32218
PHONE NUMBER (904) 842-9900 FAX NUMBER (904) 848-9486



DATE: November 18, 2004
ETM JOB NO. E 98-40-12

EXHIBIT "E"

JEA System Improvements / Nocatee Property

EXHIBIT "E"

JEA'S SYSTEM IMPROVEMENTS

JEA shall provide the following improvements, which may be provided within the Nocatee Project:

1. **Master Re-Pump Stations** used to re-pump wastewater from the Regional Pump Stations to the wastewater treatment plant, including but not limited to, pumps, wetwells, buildings, land, mechanical and electrical facilities, odor control and standby power.
2. **Reuse Distribution Plant** used for the storage and pumping for the distribution at pressure of reclaimed water including but not limited to storage facilities, pumps, buildings, land, mechanical and electrical facilities and standby power.

EXHIBIT "F"

Nocatee Environmental Water Resource Plan
("NEWRAP")

EXHIBIT "F"

NEWRAP COMPONENTS

- ✓ There shall be no wastewater effluent discharges to the Tolomato River.
- ✓ There shall be no water treatment plant or wastewater treatment plant located within the boundaries of the Nocatee Development.
- ✓ There shall be no reliance on groundwater withdrawal within the Nocatee Development to meet potable water demands from the Development.
- ✓ Irrigation demands throughout the Nocatee Development, including single-family residential areas, shall be met with reclaimed water and stormwater. Groundwater may be used only as a potential backup to the reclaimed water system.
- ✓ A customer and employee Water Conservation Education Program, in accordance with Section 12.2.5.1 (e) of the St. Johns River Water Management District, Consumptive Use Permitting Applicant's Handbook shall be implemented.
- ✓ All users of potable water and reclaimed water shall be metered and monitoring, calibration, repair and replacement of meters shall be conducted on a regular basis.
- ✓ Audits of the potable and reclaimed water distribution systems shall be conducted every other year (biennial). Leak detection/repair programs shall be conducted on an as needed basis.

EXHIBIT "G"

Plant Site

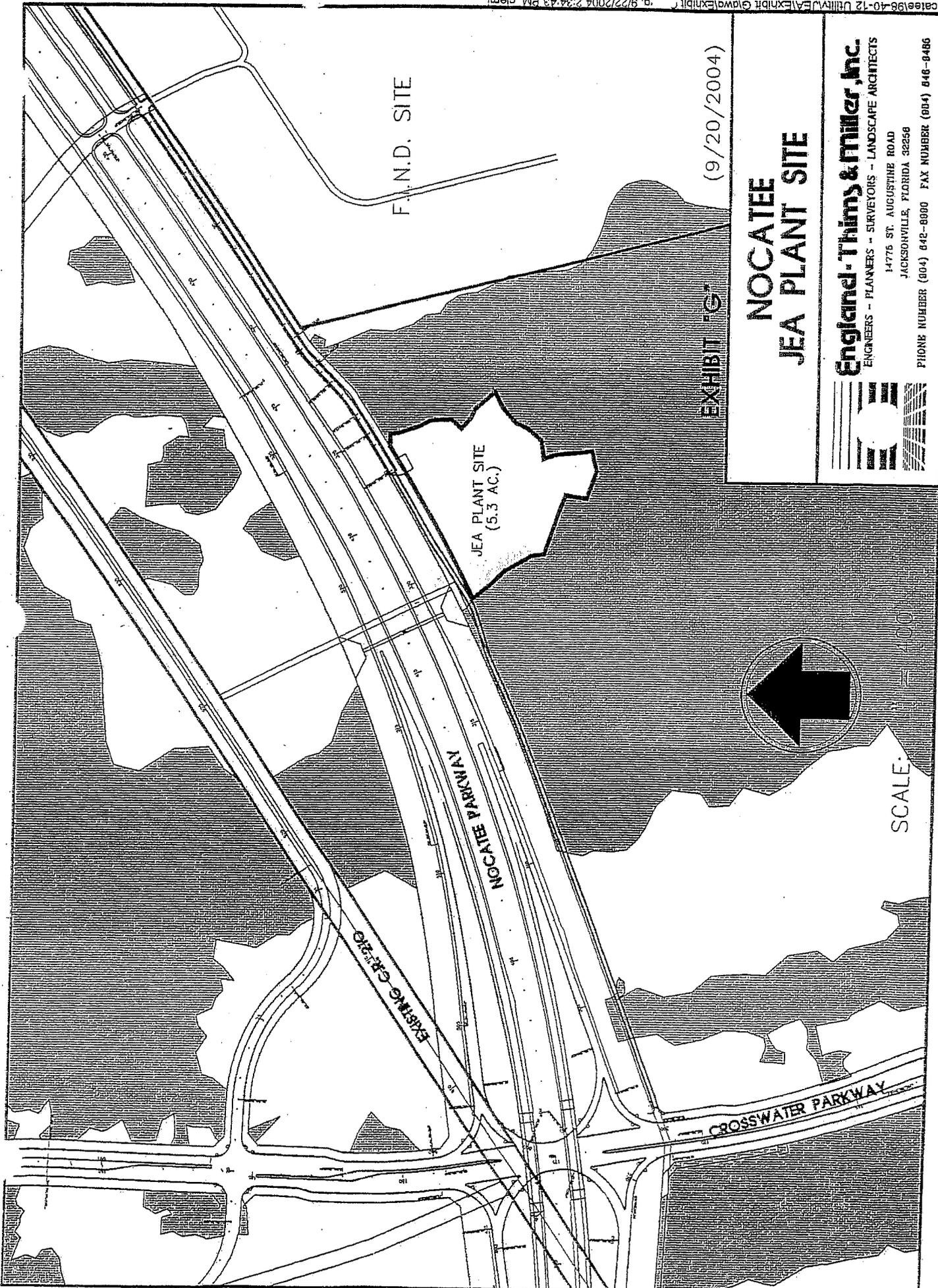


EXHIBIT "G" (9/20/2004)

**NOCATEE
JEA PLANT SITE**

England, Thims & Miller, Inc.
 ENGINEERS - PLANNERS - SURVEYORS - LANDSCAPE ARCHITECTS
 14775 ST. AUGUSTINE ROAD
 JACKSONVILLE, FLORIDA 32258
 PHONE NUMBER (904) 842-8980 FAX NUMBER (904) 848-0486

EXHIBIT "G1"

Plant Site Encumbrances

EXHIBIT "G1"

1. Notice of DRI Development Order (NOCATEE) by SONOC Company, LLC, dated September 27, 2001, recorded in Official Records Book 1656, Page 1887 of the public records of St. Johns County, Florida.

EXHIBIT "H"

Assumption Agreement

PARTIAL ASSIGNMENT AND ASSUMPTION OF
SERVICE AGREEMENT

THIS PARTIAL ASSIGNMENT AND ASSUMPTION by and between _____, a _____, whose address is _____ (“Assignee”), and SONOC COMPANY, LLC, a Delaware limited liability company, whose address is 4310 Pablo Oaks Court, Jacksonville, Florida 32224 (“Assignor”), is entered into and effective as of _____, 20__.

RECITALS:

WHEREAS, Assignor is the developer of the Nocatee Property and Assignor and JEA, a public body corporate and politic of the State of Florida, have entered into that certain Developer and Utility Service Agreement dated _____, 2004 (the “Service Agreement”) for the construction of Water and Sewer Facilities and Reclaimed Water Facilities, the reservation of Water and Sewer Capacity and Reclaimed Water Capacity, and the provision of Water service, Sewer service, and Reclaimed Water service to the Nocatee Property; and

WHEREAS, Assignor and Assignee have entered into an Agreement for Purchase and Sale (“Conveyance Agreement”) in which Assignee will convey a portion of the Nocatee Property to Assignee (“Conveyed Property”), as described in the Conveyance Agreement; and Assignee intends to construct certain improvements on the Conveyed Property as more particularly described in the Conveyance Agreement which will require Water and Sewer Capacity and Reclaimed Water Capacity; and

WHEREAS, as a part of such transaction and to accommodate Assignee’s intended use of the Conveyed Property, Assignor and Assignee desire for Assignor to assign to Assignee and for Assignee to assume a portion of Assignor’s rights and obligations under the Service Agreement.

NOW THEREFORE, in consideration of Ten and 00/100 (\$10.00) Dollars and other valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein. All terms not defined herein shall have the meanings set forth in the Service Agreement.

2. **Representations and Warranties of Assignor and Assignee.** Assignor and Assignee hereby represent and warrant to each other party hereto which representations and warranties are true as of the date hereof:

2.1. Each has full power and authority to execute this Assignment and to perform the obligations hereunder.

2.2. There is no litigation or administrative proceeding pending, or to the knowledge of each of them threatened, which affects their performance under this Assignment.

2.3. The execution and delivery of this Assignment and consummation of the transactions contemplated hereby will not (i) constitute a default under any instrument, document or obligation to which either is now, or may become a party, or by which either may be bound or affected, or (ii) violate any order, writ, injunction or decree of any court in any litigation to which either is a party.

3. Assignment.

3.1. Assignor hereby assigns to Assignee the Water, Sewer and Reclaimed Water Capacity as described on Exhibit "A" attached hereto and made a part hereof, and the rights to Water, Sewer and Reclaimed Water service to the Conveyed Property under the Service Agreement free and clear of any liens or encumbrances, subject to the applicable terms, conditions, limitations, obligations, and requirements of the Service Agreement and Assignee hereby assumes the obligations under the Service Agreement as to the Water, Sewer and Reclaimed Water Capacity assigned hereunder and all obligations under the Service Agreement as to the Conveyed Property, including but not limited to the right and obligations with respect to those Developer On-Site Improvements located upon the Conveyed Property or necessary to serve the Conveyed Property, but only to the extent set forth in Section 3.3 below as to JEA On-Site Improvements.

3.2. Assignee agrees that as a condition to such service rights herein assigned, that Assignee shall obtain or cause to be obtained any easements or rights of way over and upon any portion of the Nocatee Property as may be required under Sections 3.9, 5.1 or 12.1 of the Service Agreement to serve the Conveyed Property.

3.3. [OPTIONAL PROVISION] [Assignor hereby assigns to Assignee all rights and obligations of Assignor as to that portion of the JEA On-Site Improvements as more particularly described on Exhibit "B" attached hereto and made a part of and Assignee hereby assumes all obligations under the Service Agreement with respect to that portion of the JEA On-Site Improvements herein assigned; provided however, allocation of any reimbursements or payments due from JEA pursuant to Section 3.6 of the Service Agreement shall be governed by the provisions of Section ___ of the Conveyance Agreement.]

3.4. All rights under the Service Agreement not specifically assigned under the terms of this Assignment are reserved by Assignor for benefit of other lands in the Nocatee Development.

4. Restriction on Subsequent Assignments. Assignee shall not assign any of the rights herein assigned to any party other than a successor in title to all or part of the Conveyed Property or as collateral for a loan secured by the Conveyed Property. Any assignments by Assignee must comply with Section 12.1 of the Service Agreement. Any assignment made in violation of this provision shall be void.

5. **Binding Effect.** This Assignment shall be binding on Assignor and its successors and assigns and shall inure to the benefit of the Assignee and its successors in title to the Conveyed Property.

6. **Acknowledgment.** Each of Assignor and Assignee acknowledge and agree that JEA shall have no obligation to accept any Developer On-Site Improvement, or to construct, or to pay for the cost of construction of any JEA On-Site Improvements until the requirements of the Service Agreement regarding easements and rights of way have been satisfied.

7. **JEA Intended Beneficiary.** JEA is an intended third party beneficiary of this Agreement (excluding, however, any rights or obligations of Assignor or Assignee under the Conveyance Agreement) with the same rights hereunder as if a party hereto and no amendment, modification or termination of this Agreement shall be effective without the prior written consent of JEA.

8. **Counterparts.** This Assignment may be executed in one or more counterparts, each of which shall constitute one and the same instrument.

{ This space left blank intentionally }

IN WITNESS WHEREOF, the Assignee and Assignor have each executed this Assignment as of the date and year first above written.

ASSIGNOR

SONOC COMPANY, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

Date: _____

ASSIGNEE

By: _____

Name: _____

Title: _____

Date: _____

LIST OF EXHIBITS

- Exhibit "A" - Water, Sewer and Reclaimed Water Capacity
- Exhibit "B" - JEA On-Site Improvements

EXHIBIT "A"

Water, Sewer and Reclaimed Water Capacity

EXHIBIT "B"

JEA On-Site Improvements



PARTIAL ASSIGNMENT AND ASSUMPTION OF
SERVICE AGREEMENT

THIS PARTIAL ASSIGNMENT AND ASSUMPTION by and between [TOLOMATO OR SPLIT PINE] COMMUNITY DEVELOPMENT DISTRICT, a _____, whose address is _____ (“Assignee”), and SONOC COMPANY, LLC, a Delaware limited liability company, whose address is 4310 Pablo Oaks Court, Jacksonville, Florida 32224 (“Assignor”), is entered into and effective as of _____, 20____.

R E C I T A L S :

WHEREAS, Assignor is the developer of the Nocatee Property and Assignor and JEA, a public body corporate and politic of the State of Florida, have entered into that certain Developer and Utility Service Agreement dated _____, 2004 (the “Service Agreement”) for the construction of Water and Sewer Facilities and Reclaimed Water Facilities, the reservation of Water and Sewer Capacity and Reclaimed Water Capacity, and the provision of Water service, Sewer service, and Reclaimed Water service to the Nocatee Property; and

WHEREAS, Assignee is a local unit of special purpose government created and existing pursuant to Chapter 190, Florida Statutes; and Assignee intends to solicit bids for and may construct certain improvements on the Nocatee Property constituting part of the JEA On-Site Improvements.

NOW THEREFORE, in consideration of Ten and 00/100 (\$10.00) Dollars and other valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein. All terms not defined herein shall have the meanings set forth in the Service Agreement.

2. **Representations and Warranties of Assignor and Assignee.** Assignor and Assignee hereby represent and warrant to each other party hereto which representations and warranties are true as of the date hereof:

2.1. Each has full power and authority to execute this Assignment and to perform the obligations hereunder.

2.2. There is no litigation or administrative proceeding pending, or to the knowledge of each of them threatened, which affects their performance under this Assignment.

2.3. The execution and delivery of this Assignment and consummation of the transactions contemplated hereby will not (i) constitute a default under any instrument, document or obligation to which either is now, or may become a party, or by which either may be bound or

affected, or (ii) violate any order, writ, injunction or decree of any court in any litigation to which either is a party.

3. **Assignment.**

3.1. Assignor hereby assigns to Assignee all rights and obligations of Assignor as to that portion of the JEA On-Site Improvements as more particularly described on Exhibit "A" attached hereto and made a part of and Assignee hereby assumes all obligations under the Service Agreement with respect to that portion of the JEA On-Site Improvements herein assigned; including but not limited to those rights and obligations under Sections 3.7, 3.9, 5.1 and 12.1 of the Service Agreement.

3.2. All rights under the Service Agreement not specifically assigned under the terms of this Assignment are reserved by Assignor for benefit of other lands in the Nocatee Development.

4. **Binding Effect.** This Assignment shall be binding on Assignor and its successors and assigns and shall inure to the benefit of the Assignee and its successors in title to the Conveyed Property.

5. **Acknowledgment.** Each of Assignor and Assignee acknowledge and agree that JEA shall have no obligation to construct or to pay for the cost of construction of any JEA On-Site Improvements until the requirements of the Service Agreement with respect to easements and rights of way have been satisfied.

6. **JEA Intended Beneficiary.** JEA is an intended third party beneficiary of this Agreement with the same rights hereunder as if a party hereto and no amendment, modification or termination of this Agreement shall be effective without the prior written consent of JEA.

7. **Counterparts.** This Assignment may be executed in one or more counterparts, each of which shall constitute one and the same instrument.

{ This space left blank intentionally }

IN WITNESS WHEREOF, the Assignee and Assignor have each executed this Assignment as of the date and year first above written.

ASSIGNOR

SONOC COMPANY, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

Date: _____

ASSIGNEE

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT "A"

JEA On-Site Improvements



Formal Bid and Award System

Award #3 April 9, 2020

Type of Award Request: RENEWAL
Request # 6808
Requestor Name: Ham, Melissa L. - Manager Product Marketing
Requestor Phone: (904) 665-8607
Project Title: Media/PR/Crisis Management services for Public Affairs, Issue Advocacy, and Stakeholder Engagement
Project Number: HE10400
Project Location: JEA
Funds: O&M
Budget Estimate: \$575,000.00 (O&M Line 1368)

Scope of Work:

The purpose of this Invitation to Negotiate (the "ITN") is to evaluate and select a vendor that can provide JEA with Media/PR/Crisis Management services (the "Work" or "Services"). These Services shall include but not be limited to:

- 1) Strategic Counsel
- 2) Crisis Planning and Management
- 3) Media Relations and Provision of Executive Visibility
- 4) Delivery of an Editorial Road Map

The target audience for the Services shall include but not be limited to media: local, regional, state, trade, financial, engineering, consumer/lifestyle; etc. The awarded Company is expected to collaborate with JEA's existing internal communications team on the delivery of the Services.

This purchase impacts the following JEA Measures of Value:

- Customer Value: Improves information flow – especially during times of crisis – between JEA and all customer segments
- Community Value: Improves information flow between JEA and all customer segments/community stakeholders
- Environmental Value: Strategic counsel on issues related to regulatory/environmental issues facing JEA and its customers
- Financial Value: Extension of internal staff by 5 dedicated agency staff

JEA IFB/RFP/State/City/GSA#: 96644

Purchasing Agent: Woyak, Nathan J.

Is this a Ratification?: No

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
THE DALTON AGENCY, INC.	Michael Munz	MMunz@DaltonAgency.com	140 W Monroe St Ste 200, Jacksonville, FL 32202	(904) 333-4196	\$300,000.00

Amount for Original Term of Contract/PO:	\$300,000.00
Date of Original Award:	02/28/2019
Renewal Amount:	\$300,000.00
New Not-To-Exceed Amount:	\$600,000.00
Length of Contract/PO Term:	One (1) Year w/ One (1) Yr. Renewal
Begin Date (mm/dd/yyyy):	04/01/2019
End Date (mm/dd/yyyy):	03/31/2021
JSEB Requirement:	N/A - Optional
Renewal Options:	None Remaining

Background/Recommendations:

Originally competitively bid through the informal procurement process. Advertised on 01/25/2019 One (1) prime company attended the optional pre-Response meeting held on 01/31/2019. At Response opening on 02/08/2019, JEA received two (2) Responses. Reasons for low participation included from other invitees include that they did not have the resources and/or expertise to compete against the other invitees. The minimum qualifications specified that the Respondent must provide two (2) contracts with annual billings of no less than \$120,000.00 per contract with experience in the four areas designated in the scope of work. One of the two responses received failed to satisfy the minimum qualifications. In addition to price, JEA evaluated the companies on Staff Experience, Past Performance, Design Approach, Proximity, and JSEB participation. The Dalton Agency was deemed the lowest responsive and responsible Respondent. A copy of the Response Form, Evaluation Summary and Workbook are attached as backup.

This request is to execute the one year renewal option and add funding in the amount of \$300,000.00 for a new term ending 03/31/2021, to maintain the existing scope of work for strategic counsel, crisis planning and management, media relations and executive visibility, and editorial road map as requested by JEA. JEA is satisfied with the work completed in the first year of the contract. JEA is charged \$25,000.00 per month (flat rate) for these services. The same rates remain for this renewal and is within the FY20 and FY21 Budget. This is the final renewal to The Dalton Agency under this contract and any future needs will be competitively bid.

Request approval to award a (1) one year renewal to the Dalton Agency for public affairs, issue advocacy, and stakeholder engagement in the amount of \$300,000.00, for a new not-to exceed amount of \$600,000.00, subject to the availability of lawfully appropriated funds.

Director: Goldberg, David M. - Director Customer & Community Engagement
VP: Stewart, Kerri - VP & Chief Customer Officer

APPROVALS:

Chairman, Awards Committee **Date**

Manager, Capital Budget Planning **Date**

#96644 APPENDIX B - RESPONSE FORM
Public Affairs, Issue Advocacy and Stakeholder Engagement

Respondent shall complete and email this form to Nickolas Dambrose at dambnc@jea.com by the Response due date contained within the Solicitation document.

Company Name: Dalton Agency

Company's Address 140 W. Monroe Street, Jacksonville, FL 32202

Phone Number: 904-398-5222 FAX No: 904-398-5220 Email Address: mmunz@daltonagency.com

<u>BID SECURITY REQUIREMENTS</u> <input checked="" type="checkbox"/> None required <input type="checkbox"/> Certified Check or Bond Five Percent (5%)	<u>TERM OF CONTRACT</u> <input type="checkbox"/> One-Time Purchase <input checked="" type="checkbox"/> Defined Dates – One (1) Year w/ one (1) 1 Year Renewal <input type="checkbox"/> Other, Specify - Project Completion
--	--

<u>SAMPLE REQUIREMENTS</u> <input checked="" type="checkbox"/> None required <input type="checkbox"/> Samples required prior to Response Opening <input type="checkbox"/> Samples may be required subsequent to Bid Opening	<u>SECTION 255.05, FLORIDA STATUTES CONTRACT BOND</u> <input checked="" type="checkbox"/> None required <input type="checkbox"/> Bond required 100% of Bid Award
---	---

<u>QUANTITIES</u> <input type="checkbox"/> Quantities indicated are exacting <input checked="" type="checkbox"/> Quantities indicated reflect the approximate quantities to be purchased Throughout the Contract period and are subject to fluctuation in accordance with actual requirements.	<u>INSURANCE REQUIREMENTS</u> Insurance required
---	---

PAYMENT DISCOUNTS
 1% 20, net 30
 2% 10, net 30
 None Offered
 Other _____

ENTER YOUR BID FOR THE FOLLOWING DESCRIBED ARTICLES OR SERVICES Public Affairs, Issue Advocacy and Stakeholder Engagement	Quantity	(x)	Price	(=)	TOTAL BID PRICE
TOTAL BID PRICE	12	(x)	\$25,000	(=)	\$300,000

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

RESPONDENT CERTIFICATION

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

We have received addenda _____ 2/7/19


 Handwritten Signature of Authorized Officer of Company or Agent

Date

_____ through _____

Michael R. Munz, Partner/President PR and Social Media Group

Printed Name and Title

ITN# 96644 - Crisis Management

Overall Average Vendor Scores	Appendix B - Quotation of Rates (30 Points)	Professional Staff Experience (15 Points)	Past Performance (15 Points)	Ability to Meet the Project Requirements (25 Points)	Proximity to JEA (10 Points)	JSEB (5 Points)	Total	Rank
The Dalton Agency	30.00	15.0	14.0	23.5	10.0	4.0	96.50	1
Boyce, Gerri	Appendix B - Quotation of Rates (30 Points)	Professional Staff Experience (15 Points)	Past Performance (15 Points)	Ability to Meet the Project Requirements (25 Points)	Proximity to JEA (10 Points)	JSEB (5 Points)	Total	Rank
The Dalton Agency	30.00	15.0	14.0	24.0	10.0	4.0	97.00	1
Goldberg, David	Appendix B - Quotation of Rates (30 Points)	Professional Staff Experience (15 Points)	Past Performance (15 Points)	Ability to Meet the Project Requirements (25 Points)	Proximity to JEA (10 Points)	JSEB (5 Points)	Total	Rank
The Dalton Agency	30.00	15.0	14.0	23.0	10.0	4.0	96.00	1

Total Vendor Scores	Boyce, Gerri	Goldberg, David
The Dalton Agency	97.00	96.00

Quotation Amounts
The Dalton Agency

\$ 300,000.00



Formal Bid and Award System

Award #4 April 9, 2020

Type of Award Request: INVITATION TO NEGOTIATE (ITN)
Request #: 6743
Requestor Name: Smith, Thaliah D. - Contract Specialist
Requestor Phone: (904) 665-8165
Project Title: Generator Rental Agreement
Project Number: HW30141 (line 1007)
Project Location: JEA
Funds: O&M
Budget Estimate: \$2,641,299.00

Scope of Work:

JEA is seeking a partnership with a leading generator rental Company that can provide dedicated portable generator assets for exclusive use by JEA during the six (6) month storm season, from June 1st through November 30th, beginning in 2020 through 2023.

Generators and quantities covered under this partnership are as follows:

- 500 kW – 1 Unit
- 300 kW – 4 Units
- 200 kW – 4 Units
- 100 kW – 56 Units
- 60 kW or 56 kW – 15 Units

JEA IFB/RFP/State/City/GSA#: 015-20

Purchasing Agent: Kruck, Dan R.

Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
AGGREKO LLC	Kevin Hoover	kevin.hoover@aggreko.com	8300 Phillips Hwy 1, Jacksonville, FL 32256	(800) 244-7356	\$2,179,575.54

Amount for entire term of Contract/PO: \$2,179,575.54

Award Amount for remainder of this FY: \$484,350.12

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

Begin Date (mm/dd/yyyy): 06/01/2020

End Date (mm/dd/yyyy): 11/30/2023

Renewal Options: Yes - Two (2) – 1 Yr. Renewals

JSEB Requirement: N/A - Optional

BIDDERS:

Name	First Round	BAFO	Rank
AGGREKO LLC	\$2,412,032.94	\$2,179,575.54	1

SUNBELT RENTALS	\$2,324,160.00	\$2,324,160.00	2
AMERICAN SPOT COOLING & POWER RENTAL	\$3,148,200.00	N/A	N/A
RING POWER CORPORATION	\$6,095,568.96	N/A	N/A

Background/Recommendations:

Advertised on 01/27/2020. Three (3) companies attended the optional pre-response meeting held on 02/05/2020. At response opening on 03/03/2020, JEA received four (4) responses. Aggreko LLC and Sunbelt Rentals were short-listed and invited to submit Best and Final Offers (BAFOs). JEA evaluated the companies on price only and Aggreko LLC is deemed the lowest responsive and responsible respondent. A copy of the Response Form and Workbook are attached as backup.

This generator agreement is to provide emergency generators at various Water/Wastewater locations throughout JEA’s service territory during hurricane season. These generators are to help prevent sanitary sewer overflows (SSOs) during a power outage. The Company shall perform all maintenance activities including Preventative Maintenance (PM) during the contract term, including during times of activation. Fuel management for generator assets, while in active use, shall be supplied and managed by JEA. All units will be initially issued with a full tank of fuel. Remote monitoring/telemetry shall be provided by the Company.

All units shall be staged at sites within JEA service territory starting June 1st, and shall be available for use 24/7. Once JEA deems an event is occurring, each grid site (Cedar Bay, Southwest, Mandarin and Arlington East, Blacks Ford, or other sites within JEA’s service territory) will have a Company technician onsite 24 hours prior to deployment for inspection and maintenance. Maintenance will be required twice a month on all equipment. During the deployment period, reporting of certain functions (fuel/battery/location/runtimes) will be required. Reporting during a storm event will be required twice a day. Reporting during non-storm periods of the deployment will be required on a monthly basis.

The award amount of \$2,179,575.54 is approximately 17.5% lower than the estimate due to reducing the number of generators requested. The number of generators was able to be reduced due to the purchase of JEA-owned generators in the last year. The average price per generator from the current contract to this contract has increased by approximately 3.1%. JEA only asked for a lump sum bid amount during the previous contract making comparison of generator pricing difficult due to the different quantities and sizes of generators included in this solicitation. BAFO negotiations resulted in a price reduction of \$144,584.46. The contract pricing is fixed throughout the initial term of the contract. Budget will be reduced to match the award amount.

Procurement tracks two different types of savings. The total cost difference compares the current pricing with the proposed pricing (+/-). The total sourcing savings is determined by negotiations, BAFO savings and value added savings. Below is the result for this award:

Total cost difference: (\$66,537.52)

Total sourcing savings: \$144,584.46 (BAFO reduction)

015-20 – Request approval to award a three year contract to Aggreko LLC, for goods and services for Generator Rentals in the amount of \$2,179,575.54, subject to the availability of lawfully appropriated funds.

Manager: Domingo, Oliver C. – W/WW Program Manager

Director: Conner, Sean M. - Dir W/WW Project Engineering & Construction

VP: Calhoun, Deryle I. Jr. - VP/GM Water Wastewater Systems

APPROVALS:

Chairman, Awards Committee **Date**

Manager, Capital Budget Planning **Date**

Addendum 2 - RESPONSE FORM
015-20 Generator Rental Agreement

Submit a scanned copy to krucdr@jea.com

Company Name: Aggreko L.L.C.

Company's Address 8300 Philips Hwy 1, Jacksonville, Fl. 32256

State of Florida General Contractor License Number _____

Phone Number: 1-800-AGGREKO FAX No: _____ Email Address: kevin.hoover@aggreko.com

BID SECURITY REQUIREMENTS <input checked="" type="checkbox"/> None required <input type="checkbox"/> Certified Check or Bond (Five Percent (5%) of Total Bid Price)	TERM OF CONTRACT <input type="checkbox"/> One Time Purchase <input type="checkbox"/> Other, Specify - Project Completion <input checked="" type="checkbox"/> Term Requirements – 3 Years (6 month per year), w/ 2 optional renewals
--	---

SAMPLE REQUIREMENTS <input checked="" type="checkbox"/> None required <input type="checkbox"/> Samples required prior to Bid Opening <input type="checkbox"/> Samples may be required subsequent to Bid Opening	SECTION 255.05, FLORIDA STATUTES CONTRACT BOND <input checked="" type="checkbox"/> None required <input type="checkbox"/> Bond required 100% of Bid Award
---	--

QUANTITIES <input checked="" type="checkbox"/> Quantities indicated are exacting <input type="checkbox"/> Quantities indicated reflect the approximate quantities to be purchased Throughout the Contract period and are subject to fluctuation in accordance with actual requirements.	INSURANCE REQUIREMENTS <p align="center">Insurance required</p>
--	--

PAYMENT DISCOUNTS	
<input type="checkbox"/> 1% 20, net 30	<input type="checkbox"/> Other _____
<input type="checkbox"/> 2% 10, net 30	<input checked="" type="checkbox"/> None Offered

Enter Your BAFO Response for ITN# 015-20 Generator Rental Agreement	
TOTAL BAFO RESPONSE PRICE (transfer from cell J9 in Response Workbook)	\$ 2,179,575.54

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

BIDDER'S CERTIFICATION

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

We have received addenda

____ 1 ____ through ____ 2 ____



 Handwritten Signature of Authorized Officer of Company or Agent Date **3/16/2020**

Kevin M. Hoover Sales Engineer

 Printed Name and Title

015-20 Addendum 2 BAFO - Response Workbook									
Item	Description	Quantity (Units)	Unit Timeline	Price/Month	Maximum Combined Weight Per Unit	Inventory Location	Annual Timeline (Months)	Contract Term (Years)	Total Price
1	300 kW Generator	4	Month	\$ 3,802.23	16755	Jacksonville	6	3	\$ 273,760.56
2	200 kW Generator	4	Month	\$ 2,571.40	12626	Jacksonville	6	3	\$ 185,140.80
3	100 kW Generator	56	Month	\$ 1,362.00	9346	Jacksonville	6	3	\$ 1,372,896.00
4	60 kW or 56 kW Generator	15	Month	\$ 872.45	4200	Jacksonville	6	3	\$ 235,561.50
5	500 kW Generator	1	Month	\$ 6,234.26	32547	Jacksonville	6	3	\$ 112,216.68

Response Total	\$ 2,179,575.54
-----------------------	------------------------

Excess Hour Pricing (>1000 Hours)				
Item	Description	Quantity	Unit	Price
1	300 kW Generator	1	Hour	\$ 24.75
2	200 kW Generator	1	Hour	\$ 20.50
3	100 kW Generator	1	Hour	\$ 10.75
4	60 kW Generator or 56 kW	1	Hour	\$ 7.05
5	500 kW Generator	1	Hour	\$ 36.25



Formal Bid and Award System

Award #5 April 9, 2020

Type of Award Request: BID (IFB)
Request #: 6744
Requestor Name: Brisbois, Pete
Requestor Phone: (904) 665-5630
Project Title: Twin Creeks Reclaimed Water Re-pump Station Improvements - Phase 1
Project Number: 8004340
Project Location: JEA
Funds: Capital
Budget Estimate: \$3,700,000.00

Scope of Work:

The scope of work for this solicitation includes furnishing all labor, materials, equipment, and incidentals required to access the site and construct two pre-stressed concrete ground storage tanks.

JEA IFB/RFP/State/City/GSA#: 016-20
Purchasing Agent: Kruck, Dan R.
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
PRECON CORPORATION	Rick Moore	mjv@precontanks.com	115 SW 140 th Terrace, Newberry, FL 32669	(352) 332-1200	\$3,074,268.00

Amount for entire term of Contract/PO: \$3,074,268.00
Award Amount for remainder of this FY: \$1,000,00.00
Length of Contract/PO Term: Project Completion
Begin Date (mm/dd/yyyy): 05/01/2020
End Date (mm/dd/yyyy): Project Completion (Expected: September 2020)
JSEB Requirement: N/A - Optional

BIDDERS:

Name	Amount
PRECON CORPORATION	\$3,078,268.00
CROM, LLC	\$3,204,800.00

Background/Recommendations:

Advertised on 02/13/2020. Two (2) prime contractors attended the mandatory pre-bid meeting held on 02/21/2020. At Bid opening on 03/26/2020, JEA received two (2) Bids. These are the only two vendors on the W/WW Standards approval list for pre-stressed concrete tanks, which was the minimum requirement to submit a Bid. Precon Corporation is the lowest responsive and responsible Bidder. A copy of the Bid Form and Workbook are attached as backup.

This project is being funded in the amount of \$1,400,000.00 by the St. Johns River Water Management District. Due to requirements in this grant that construction must start prior to June 30, 2020, the Twin Creeks Reclaimed Water Re-pump Station Improvements project was split into two construction phases. Phase 1 is this award, and consists of the purchase and installation of two pre-stressed concrete tanks. Phase 2 is still under design and will be bid out separately from this contract. Phase 2 will include the pump station building, three (3) 200 hp pumps, one (1) 100 hp pump, a hypochlorite system, yard piping, one emergency generator, and site improvements.

The award amount of \$3,074,278.00 is approximately 17% lower than the budget and is deemed reasonable. A trend will be performed to adjust the budget once Phase 2 bids are received.

The project details are below:

- Planning Project Budget: \$8,687,729.00
 - Engineering Budget: \$1,214,548.00
 - Construction Budget: \$7,005,753.00
 - Internal JEA Costs: \$467,428.00
- Estimate at Completion: \$10,573,893.00
 - Engineering Budget: \$1,111,561.00 (Mott MacDonald, CPA 180249)
 - Construction Budget: \$8,459,081.00
 - Phase 1: \$3,074,278.00 (**This Award**)
 - Phase 2: \$5,384,803.00
 - Internal JEA Costs: \$1,003,251.00
- Original Project Schedule:
 - Engineering Completion: December 2019
 - Construction Completion: September 2021
- Revised Schedule:
 - Engineering Completion: October 2020
 - Construction Completion: March 2022

Major Changes/Issues

The project was split into two phases to ensure that the grant funding does not expire. Permitting coordination and coordination with the developer have lengthened the design schedule. JEA internal costs have increased due to increased real estate costs. Construction costs increased due to the addition of a 1.5 million gallon storage tank needed to meet future growth in the service area.

016-20 – Request approval to award a contract to Precon Corporation for construction services for the Twin Creeks Reclaimed Water Re-pump Station Improvements - Phase 1 in the amount of \$3,074,278.00, subject to the availability of lawfully appropriated funds.

Manager: Phillips, Brian R. - Mgr W/WW Project Management
Director: Conner, Sean M. – Dir W/WW Project Engineering & Construction
VP: Calhoun, Deryle I. - VP/GM Water Wastewater Systems

APPROVALS:

Chairman, Awards Committee

Date

Manager, Capital Budget Planning

Date

Appendix B

016-20 Construction Services for the Twin Creeks Reclaimed Water Re-Pump Station Improvements - Phase 1

Submit an **original, two (2) copies and one (1) thumb drive** along with other required forms in a sealed envelope to: JEA Procurement Dept., 21 W. Church St., Bid Office, Customer Center, 1st Floor, Room 002, Jacksonville, FL 32202-3139.

Company Name: Precon Corporation

Company's Address: 115 SW 140th Terrace, Newberry, FL 32669

License Number: FL General Contractors CGC002671 8/31/2018

Phone Number: 352-332-1200 FAX No: 352-332-1199 Email Address: mjv@precontanks.com

<p>BID SECURITY REQUIREMENTS</p> <input type="checkbox"/> None required <input checked="" type="checkbox"/> Certified Check or Bond (Five Percent (5%))	<p>TERM OF CONTRACT</p> <input type="checkbox"/> One Time Purchase <input type="checkbox"/> Annual Requirements <input checked="" type="checkbox"/> Other, Specify - Project Completion
---	--

<p>SAMPLE REQUIREMENTS</p> <input checked="" type="checkbox"/> None required <input type="checkbox"/> Samples required prior to Bid Opening <input type="checkbox"/> Samples may be required subsequent to Bid Opening	<p>SECTION 255.05, FLORIDA STATUTES CONTRACT BOND</p> <input type="checkbox"/> None required <input checked="" type="checkbox"/> Bond required 100% of Bid Award
---	--

<p>QUANTITIES</p> <input type="checkbox"/> Quantities indicated are exacting <input checked="" type="checkbox"/> Quantities indicated reflect the approximate quantities to be purchased Throughout the Contract period and are subject to fluctuation in accordance with actual requirements.	<p>INSURANCE REQUIREMENTS</p> <p style="text-align: center;">Insurance required</p>
--	---

<p>PAYMENT DISCOUNTS</p> <input type="checkbox"/> 1% 20, net 30 <input type="checkbox"/> 2% 10, net 30 <input type="checkbox"/> Other _____ <input checked="" type="checkbox"/> None Offered	
--	--

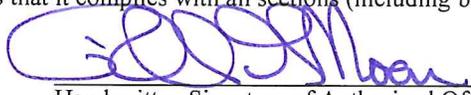
<p>ENTER YOUR BID FOR SOLICITATION 016-20</p>	<p>TOTAL BID PRICE</p>
<p>Total Bid Price for the Project (enter total from cell F10 in the Bid Workbook)</p>	<p>\$ <u>3,074,268.00</u></p>

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

BIDDER CERTIFICATION

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

We have received addenda 1 through 3


Handwritten Signature of Authorized Officer of Company or Agent

Richard G. Moore, PE, President
Printed Name and Title

3-26-20
Date

016-20 Appendix B - Bid Workbook

Construction Services for the Twin Creeks Reclaimed Water Re-Pump Station Improvements - Phase 1

Item	Description	Quantity	Unit	Unit Price	Total
1	Ground Storage Tank Construction (tank only)	2	Each	1,150,000.00	2,300,000.00
2	All other work associated with the Ground Storage Tank Installation (pipe, site, etc.)	1	Lump Sum	349,268.00	349,268.00
				Subtotal	2,649,268.00

General/Special Conditions (10% Maximum)	275,000.00	275,000.00
Supplemental Work Authorization (SWA)	\$150,000.00	\$ 150,000.00
	Bid Total	3,074,268.00



Formal Bid and Award System

Award #6 April 9, 2020

Type of Award Request: BID (IFB)
Request #: 6706
Requestor Name: Gaines, Brian A.
Requestor Phone: (904) 665-6246
Project Title: Nocatee North and South Booster Pump Station and Ground Storage Tank Improvements
Project Number: 8004381
Project Location: JEA
Funds: Capital
Budget Estimate: \$9,922,100.00

Scope of Work:

The Scope of Work includes furnishing all labor, materials, equipment, and incidentals required to access each site. The scope of the project is to construct a new booster pump building including pump room, electrical room, and restroom to serve as the Nocatee North Reclaimed Water Booster Pump Station. This project will also construct a new booster pump building including pump room, electrical room, and restroom as well as a pre-stressed concrete ground storage tank at the Nocatee South Reclaimed Water Booster Pump Station site.

JEA IFB/RFP/State/City/GSA#: 006-20
Purchasing Agent: King, David
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
PBM CONSTRUCTORS, INC.	William B. Moore	bmoore@pbmconstructors.com	3000 Faye Rd., Jacksonville, FL 32226	(904) 714-6354	\$9,765,705.00

Amount for entire term of Contract/PO: \$9,765,705.00
Award Amount for remainder of this FY: \$500,000.00
Length of Contract/PO Term: Project Completion
Begin Date (mm/dd/yyyy): 06/01/2020
End Date (mm/dd/yyyy): Project Completion (Expected: August 2021)
JSEB Requirement: Ten Percent (10%) Goal

Comments on JSEB Requirements:

BIDDERS:

Name	Amount
PBM CONSTRUCTORS, INC.	\$9,765,705.00
SAWCROSS, INC.	\$10,520,000.00
WILLIAMS INDUSTRIAL SERVICES, LLC	\$11,176,104.21
WHARTON-SMITH, INC.	\$12,387,000.00

Background/Recommendations:

Advertised on 02/07/2020. Four (4) prime contractors attended the mandatory pre-bid meeting held on 02/13/2020. At Bid opening on 03/26/2020, JEA received four (4) Bids. PBM Constructors, Inc. is the lowest responsible Bidder. A copy of the Bid Form and Workbook are attached as backup.

The award amount of \$9,765,705.00 is approximately two percent (2%) lower than the current budget estimate and is deemed reasonable.

The project details are below:

- Project Budget at time of Bid (100% Design): \$11,358,941.00
 - Engineering Budget (Firm: Mott McDonald, CPA: 174929): \$1,146,841.00
 - Construction Budget: \$9,922,100.00
 - Internal JEA Costs: \$290,000.00
- Estimate at Completion: \$11,243,501.50
 - Engineering Budget: \$1,187,796.50
 - Construction Budget: \$9,765,705.00 (**This Award**)
 - Internal JEA Costs: \$290,000.00
- Original Project Schedule:
 - Engineering Completion: October 2019
 - Construction Completion: June 2021
- Revised Schedule:
 - Engineering Completion: January 2020
 - Construction Completion: August 2021

006-20 – Request approval to award a contract to PBM Constructors, Inc. for construction services for the Nocatee North and South Booster Pump Station and Ground Storage Tank Improvements project in the amount of \$9,765,705.00, subject to the availability of lawfully appropriated funds.

Manager: Phillips, Brian R. - Mgr W/WW Project Management
Director: Conner, Sean M. - Dir W/WW Project Engineering & Construction
VP: Calhoun, Deryle I. - VP/GM Water Wastewater Systems

APPROVALS:

Chairman, Awards Committee **Date**

Manager, Capital Budget Planning **Date**

Addendum 1 Appendix B - Bid Form

006-20 Nocatee North and South Booster Pump Station and Ground Storage Tank Improvements

Submit an original, two (2) copies and one (1) thumb drive along with other required forms in a sealed envelope to J Procurement Dept., 21 W. Church St, Bid Office Customer Center, 1 Floor, Room 002, Jacksonville, FL 32202-3139

Company Name: PBM Constructors, Inc.

Company's Address: 3000 Faye Road

License Number: CGC037694

Phone Number: 904-714-6353 FAX No 904-714-6354 mail Address bmoore@pbmconstructors.com

BID SECURITY REQUIREMENTS

- None required
- Certified Check or Bond (Five Percent (5%))

TERM OF CONTRACT

- One Time Purchase
- Annual Requirements
- Other, Specify - Project Completion

SAMPLE REQUIREMENTS

- None required
- Samples required prior to Bid Opening
- Samples may be required subsequent to Bid Opening

SECTION 255.05, FLORIDA STATUTES CONTRACT BOND

- None required
- Bond required 100% of Bid Award

QUANTITIES

- Quantities indicated are exacting
- Quantities indicated reflect the approximate quantities to be purchased Throughout the Contract period and are subject to fluctuation in accordance with actual requirements

INSURANCE REQUIREMENTS

Insurance required

PAYMENT DISCOUNTS

- 1% 20, net 30
- 2% 10, net 30
- Other _____
- None Offered

ENTER YOUR BID FOR SOLICITATION 006-20

TOTAL BID PRICE

Total Bid Price for the Project
(enter total from cell C27 in the Bid Workbook)

9,765,705

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

BIDDER CERTIFICATION

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

We have received addenda

73
Handwritten Signature of Authorized Officer of Company or Agent

3/2/20
Date

_____ through

illia
Printed Name and Title

Appendix B - Bid Workbook

Only complete the Prices in Yellow Cells

006-20 Nocatee North and South Booster Pump Station and Ground Storage Tank Improvements
Refer to 006-20 Technical Specifications & supplements

<u>Item No.</u>	<u>Nocatee North Description</u>	<u>Total Cost</u>
1	hitectural, HVAC, Plumbing	0
2	ment	0
4	ves	.0
5	Instrumentation	.0
	<u>Total Cost</u>	
	<u>Nocatee South Description</u>	
7	hitectural, HVAC, Plumbing	
8	e Tank	
9	ment	
	ves	
11	Instrumentation	
	<u>Total Cost</u>	
12	wance	\$10,000
13	nce	\$35,000
14	Work Allowance	\$275,000
	Subtotal	\$320,000.00

General/Special Conditions (Max. 10% of Subtotal)
Total Bid Price

\$9,765,705.00



Formal Bid and Award System

Award #7 April 9, 2020

Type of Award Request: OEM
Request #: N/A
Requestor Name: Young, Joseph
Requestor Phone: 904-665-6801
Project Title: North Side Generating Station Unit 3 Booster Pumps
Project Number: 8005308
Project Location: JEA
Funds: Capital
Budget Estimate: N/A

Scope of Work:

Northside Generating Station Unit three has two (2) booster pumps that require replacement.

This equipment replacement contract will positively affect JEA Measures of Value:

- Customer Value: Equipment replacement programs increase operational reliability and stability
- Financial Value: Correctly planned and timed equipment maintenance, decreases emergent repairs, downtime and need to generate or purchase power at higher rates

JEA IFB/RFP/State/City/GSA#: N/A
Purchasing Agent: Lovgren, Rodney
Is this a ratification?: No
If yes, explain:

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
HUDSON PUMP & EQUIPMENT	Brian Pfile	Bpfile@tencarva.com	3006 Mercury Road Jacksonville, FL 32207	(904) 733-7828	\$319,750.00

Amount for entire term of Contract/PO: \$319,750.00
Award Amount for remainder of this FY: \$98,000.00
Length of Contract/PO Term: Project Completion
Begin Date (mm/dd/yyyy): 04/10/2020
End Date (mm/dd/yyyy): Estimated Delivery November, 2020
JSEB Requirement: N/A – OEM

Background/Recommendations:

The Unit 3 river water booster pumps were commissioned in the early 1980’s. They have been in service for 30+ years, enduring exposure to the corrosive river water which contains chlorides from the Atlantic Ocean. As a result, corrosion and wear have caused a significant reduction in reliability and the need for equipment replacement. The completion of this project will add to both plant safety and reliability.

The pumps are a crucial part of the closed cooling water supply system serving equipment and machinery at NGS. Loss of both pumps could result in a unit trip and outage. JEA Electric Production would then be forced to purchase power from a competitor at a premium to supply the additional power needed to meet customer demands, which would result in lost revenue to JEA.

Considering the added engineering costs and system modifications that would be required to use a competitor’s pumps and the estimated prices from other suppliers, the pricing is deemed to be reasonable.

Request approval to award a contract to Hudson Pump & Equipment for two booster pumps for NGS Unit 3 in the amount of \$319,750.00, subject to the availability of lawfully appropriated funds.

- Manager:** Byrnes, Timothy J. - Mgr Energy Project Support & Controls
- Director:** Limbaugh, Margaret Z. - Dir Energy Project Management
Acs, Gabor - Sr Dir Engineering & Projects
- VP:** Anders, Caren B. - VP/GM Energy

APPROVALS:

Chairman, Awards Committee **Date**

Manager, Capital Budget Planning **Date**



3006 Mercury Road
Jacksonville, FL 32207
Tel: (904) 733-7828
Fax: (904) 733-8204

Company: JEA
Attn.: Frank Thomas
Location: Jacksonville
Phone: 904-665-6376
Email: ThomFH@jea.com
From: Brian Pfile

Date: 04/08/20
No. Pages: 2
Quote No.: 81919BEP2R10
Terms: N30
FOB: Factory
Freight: Prepay and Add

Item I: Description of Equipment, Testing, and Services

Quantity (2) Two Flygt 20x20x25 NSY Model 150 Frame Size F8-G2 Direct Coupled Horizontal Baseplate Mounted Pumps. Pump Ratings are as Follows:

- Rated Operating Condition – 10,000 gpm @ 35 ft TDH at 585 RPM

Pump construction consists of:

- Ni-Resist Suction Cover, Casing, and Stuffing Box Cover
- ASTM A48 Class 30 Cast Iron Frame, Bearing Cover and Bearing Housing
- Aluminum Bronze 2 Vane Impeller
- 440C SS Impeller Wear Ring
- 440C SS Suction Cover Wear Plate
- 304SS Pump Shaft
- 304SS Shaft Sleeve
- PackRyt Bearing and Style 2017 Packing in Lieu of Double Mechanical Seal
- TB Woods Sure-Flex Style Spacer Coupling with Guard
- Fabricated Steel Baseplate
- Inboard Bearing: One Single Row Roller Bearing
- Outboard Bearing: One Double Row Ball Bearing
- Standard Xylem Carboline Crarboguard Pump Finish
- Ceramic Coating on Casing interior

Pump Testing to Consist of the Following:

- Non-Witnessed Single Speed Pump Performance Test with Job Motor per HI Standard 14.6-2016
- Non-Witnessed Pump NPSH Test per HI Standard 14.6-2016

Quantity (2) Two, 125 HP, 600 RPM, 3/60Hz/460V, TEFC, Premium Efficient, Horizontal Foot Mounted Motors with the Following Features:

- TITAN Horizontal
- 1.15 SF on Sine Wave Power
- Class "F" Insulation
- VPI-1000 Insulation System
- 3300 ft. Altitude
- 40 Deg. C Ambient
- "F-1" Assembly Position
- Special Shaft Extension
- Class "B" Rise at 1. NEMA Design "B"
- DOL Start
- Inpro Seal Pulley End
- Cast Iron Fan Cover
- Direct Connected to Load
- Copper Bar Rotor
- Corro-Duty
- Ground Lug in Main Outlet Box
- 115V Space Heater
- 449TZ Frame
- Continuous Duty
- Q-1 Accessory Outlet Box

Scope Includes the Following Spare Parts:

- Two (2) Set of Gaskets and O-Rings for one pump
- Two (2) Spare SealRyt Bearings and Packing Sets for one pump

TOTAL PRICE TO JEA: US \$319,750.00 Total for Two Pump Packages

Estimated Freight is US \$7,000.00 Total for Two Pump Packages

SHIPMENT 26-28 WEEKS AFTER RECEIPT OF ORDER & RELEASE TO MANUFACTURE.

Item II: Proposal Comments and Clarifications

1. Xylem's scope of supply ends at the suction and discharge flanges of the pump and at the terminal boxes of the motor. No hardware is provided at or beyond these points. Installation, wiring, suction elbows, seal water stations, anchor bolts, vacuum priming system, transition spool pieces, miscellaneous piping not integral with the pumping equipment, external lubrication systems and instrumentation, loading and unloading and movement of equipment at site, removal of the existing equipment, assembly of equipment at site, field testing & commissioning, switch gear, and other miscellaneous items required for installation and proper operation of the proposed equipment which are not specifically noted above are not included with this proposal.
2. Only the sections listed below have been provided to quote this contract, Xylem shall not be responsible for any costs that are incurred from sections not submitted for review.
 - Section 153651 or OPK 315-0186

Comments on Section 153651

Sec.1.4.A - Quoted motor complies to NEMA MG 1, IEEE 112, AFBMA 9/11 standards. Compliance to NEC (NFPA-70) standard is not applicable for the requested motor as it is non-hazardous classification. Compliance to local regulations and codes are in other's responsibility.

Sec.2.2.F.4 – Only shaft on DE side shall be provided with Bronze inpro seal against entry of dust and escape of lubricant. Shaft seal on ODE side not available for the offered motor. L10 Bearing life shall be 7.42 years (65,000 hours) for the offered motor. Exception to provide L10 bearing life of 15 years.

Sec.2.2.K – Lifting lugs shall be provided for the quoted motor instead of eye bolts.

Part 3 – Execution to be completed by others.

Quotation Terms and Conditions

Tencarva Machinery Company dba Hudson Pump & Equipment (“Tencarva”) agrees to contract with Buyer for the sale of the equipment described herein (the “Products”) and services to be performed by Tencarva in connection the Products (the “Services”) only if Buyer’s acceptance of Tencarva’s offer to sell contains all of the terms set forth herein. Tencarva hereby objects to any additional terms. Any confirmatory action by the Buyer or acceptance of the Products or Services shall constitute assent to these terms and any additional terms set forth therein shall not be effective or binding.

1. The Services are warranted to be performed in a workmanlike manner. The determination of compliance with this warranty will be based on testing under controlled conditions with calibrated instruments in accordance with the standards of the Hydraulic Institute or other nationally recognized accreditation standards. If any nonconformity with this warranty appears within 45 days after the Services are performed, the exclusive obligation of Tencarva shall be to re-perform the nonconforming Services in a conforming manner. Such a correction of nonconformities shall be Buyer’s exclusive remedy with respect to the Services delivered or performed by Tencarva. Tencarva’s liability on any claim shall in no case exceed the purchase price allocable to the Services which gives rise to the claim.

2. To the extent assignable, Tencarva shall assign to Buyer, without recourse to Tencarva, all warranties of the manufacturer of the Products made with respect to the Products. Tencarva makes NO IMPLIED WARRANTIES OF ANY TYPE, WHETHER OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE with respect to the Products or Services, and no warranties or guaranties, express or implied, are made by Tencarva except as specifically provided herein.

3. IN NO EVENT SHALL TENCARVA BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS AND ATTORNEY’S FEES, WITH RESPECT TO THE PRODUCTS OR SERVICES OR OTHERWISE. Tencarva shall have no liability with respect to any installation adjustments, repairs or other work done upon or in connection with the Products by Buyer or others. Any cause of action against Tencarva arising out of or relating to the Products or the Services shall expire unless brought within one year of time of accrual thereof.

4. Once placed, orders for the Products or Services by Buyer may be canceled only with Tencarva’s approval upon payment by Buyer for work performed and/or expenses incurred by Tencarva to the date of cancellation. Buyer shall pay Tencarva for interest on any amount not paid when due at a rate of one and one half percent (1 1/2%) per month, or the maximum rate permitted by law, whichever is less, together with all costs of collection. All prices for Products and Services are exclusive of all taxes. Wherever applicable, any tax or taxes will be added to the invoice as a separate charge to be paid by Buyer.

5. To the extent that Products or any portion thereof are supplied according to Buyer’s design or instructions, are modified by Buyer, are combined by Buyer with equipment or things not furnished hereunder, or are used by Buyer to perform a process or produce a product, and by reason of said design, instructions, modification, combination, performance or production, a suit or proceeding is brought against Tencarva, Buyer shall defend, indemnify, release and hold harmless Tencarva, its directors, officers, employees, agents, representatives, successors and assigns against any and all liability, suits, actions, or proceedings, at law or in equity, and from any and all claims, demands, losses, judgments, penalties, damages, costs and expenses arising therefrom and in connection therewith, including, without limitation, patent infringement claims.

6. Buyer shall supply to Tencarva, in a timely fashion, all required technical information, including drawing approval and all required documentation. Tencarva shall not be liable for loss, damage, delay, and/or late delivery due to causes beyond its reasonable control, including, without limitation, late delivery by the manufacturer of the Products, fire, strike or concerted action of workmen, act or omission of any governmental authority, or delays in transportation. In the event of delay due to any such cause, the date of delivery will be postponed by such length of time as may be reasonably necessary to compensate for the delay.

***Certification of Standard, Proprietary or
Original Equipment Manufacturer Item***

Project Number # 8005308; PWO# 30397726

3-207 Procurement of Standard, Proprietary and Original Equipment Manufacturer Items.

A contract may be awarded for supplies or services with limited competition when, under operational procedures, the chief purchasing officer or designee determines in writing that the supplies or services:

- (a) Have been selected as a JEA standard in the course of a standards program or through the action of a standards committee (standard); or
- (b) Must be a certain type, brand, make or manufacture (proprietary); or
- (c) Must be obtained from the original equipment manufacturer or a distributor authorized by the original equipment manufacturer because of the criticality of the item or compatibility within the JEA system (original equipment manufacturer).

Category

The procurement item is (check the appropriate description):

Standard Proprietary Original Equipment Manufacturer

Certification

I the undersigned certify that the specific supplies, services or construction described in the above referenced purchase requisition are the only such supplies, services or construction that will fulfill the intended need for the following reasons: The existing NGS Unit #3 River Water Booster pumps are Allis Chalmers Pumps. JEA has received a \$319,750.00 quote for two replacement Xylem/Flygt (formerly Allis Chalmers) pumps, motors, & baseplates. Goulds Pumps took this company over from Allis Chalmers Pumps and then they were spun off to their Xylem/Flygt division which is the current OEM for this product line. Xylem/Flygt would now be considered the OEM for the existing N03 pumps. Hudson Pump/Tencarva is the Sales Rep. for Goulds Pumps, Allis Chalmers Pumps, and Xylem/Flygt pumps. The quoted replacement pumps have identical dimensions as the existing pumps which will allow for pump replacement with NS-3 online since no FRP piping modifications will be required. The new pumps have the same 125 HP motor requirements as the existing pumps so the existing power supply to the motors does not require modification. The best existing pump and motor can be rebuilt and stored as spares.



Signature of appointed employee initiating the purchase request

3/19/20

Date

***This Certification shall be attached the purchase requisition when routed for approval.
Approval of the purchase requisition shall constitute affirmation of this Certification.***

TECHNICAL MEMORANDUM

N03 River Water Booster Pump Replacement (\$601,198)

PREPARED FOR: J. Pineda

PREPARED BY: N. Madaffari

DATE: 12/19/2017

Project Summary

This project is being proposed to address reliability issues with the NGS Unit 3 river water booster pumps. The pumps have been in service for 30+ years and are reaching the end of their service lives.

Introduction & Background

Northside Generating Station consists of two 310 MW Foster Wheeler CFB boilers fired using petroleum coke and coal, one 500 MW Riley Stoker boiler fired using natural gas, 4 GE MS-7000 heavy duty combustion turbines operating on fuel oil, and one diesel powered blackstart generator.

NGS Unit 3, the 500 MW gas fired unit, is the oldest of the three main boiler units and was constructed in the early 1970's. The Unit 3 steam turbine uses river water from the St. John's River to cool and condense steam coming from the LP turbine in the condenser. The river water is part of an open system which also includes pumps, strainers, heat exchangers, and the condenser. The river water booster pumps add sufficient kinetic energy to the river water exiting the condenser to pull it through large strainers and push it through a closed cooling water plate heat exchanger and then to the St. John's River. The current arrangement is two pumps in parallel, with one being utilized at a time and the other valved out on standby for redundancy.

Justification

The Unit 3 river water booster pumps were commissioned in the early 1980's. They have been in service for 30+ years, enduring exposure to the corrosive river water which contains chlorides from the Atlantic Ocean. As a result, corrosion and wear have caused a significant reduction in reliability and the need for equipment replacement. The completion of this project will add to both plant safety and reliability

The existing river water booster pumps use a cantilevered impeller design, which when coupled with vibration-induced cavitation over the years has proven to cause sealing issues with seals between the pump shafts and casings. NGS maintenance crews have installed makeshift PVC pipe to help drain some of the water from the seals, but a significant amount of water still leaks onto the ground floor which presents a slip hazard to plant personnel.

The pumps are a crucial part of the closed cooling water supply system serving equipment and machinery at NGS. Loss of both pumps could result in a unit trip and outage. JEA Electric Production would then be forced to purchase power from a competitor at a premium to supply the additional power needed to meet customer demands. This can result in thousands of dollars lost and an overall decrease in JEA Electric Productions profit margins.



Image 1: Both N03 River Water Booster Pumps in parallel with B in the foreground and A in the background. Makeshift piping has been constructed in an attempt to stop flooding due to leaking seals.



Image 2: N03 B River Water Booster Pump seals are leaking river water. The cantilevered impeller design typical for end suction centrifugal pumps will make this type of pump more prone to vibration and seal damage.

Scope

The scope of work for this project will include demolition and disposal of existing N03 river water booster pumps and piping and installation of a new horizontal split case river water booster pump, piping, and concrete foundation. One of the existing motors will be reused for the new pump. Modifications to the existing piping between the strainers and heat exchangers will need to be made. The project will be bid out to one of JEA Electric Production’s main three general contractors. The project will also require a major Unit 3 outage for demo and install to take place.

Implementation Schedule

Lead times for the new pump and piping can be up to 16 weeks after receipt of order, which must be considered during the procurement phase. Installation will take place during a major outage in the fall of 2019.

	FY 2019											
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Engineering - Spec Prep 60 Dy			XX	XX								
Procurement 120 Dy					XX	XX	XX	XX				
Material delivery 195 Dy									XX	XX	XX	XX
	FY 2020											
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Material delivery 195 Dy	X											
Construction 60 Dy	X	XX	X									
Closeout 30 Dy			X	X								

Figure 1: Implementation schedule for the N03 River Water Booster Pump Replacement project.

Project Management & Delivery

Stage	Project Definition	30% Conceptual Design	100% Final Design	Bid	Construction
To Project Delivery	Reliability Engineering	Reliability Engineering	Reliability Engineering	Project Management	Project Management
	OPB Established	Trend	Trend	Trend	

Cost Estimate and Expenditure Forecast

BUDGETARY PROJECT COST OPINION						
Project: N03 River Water Booster Pump Replacement					Author: N. Madaffari	
Facility: Northside Generating Station					PWO Number: 24531855	
Date: 12/21/2017					Rev. No. 0	
ID:						
Direct Construction Cost						
Contractor Direct Cost		Material	Labor	Equipment	Other/Sub-Cont.	TOTAL
Totals From Details		\$0	\$0	\$0	\$481,961	\$481,961
Contingency		10%	\$0.00	\$0	\$0	\$48,196
Total Contractor Direct Costs		\$0	\$0	\$0	\$530,157	\$530,157
JEA Direct Cost						
Totals From Details		\$0	\$0	\$0	\$0	\$0
Contingency		20%	\$0	\$0	\$0	\$0
Total JEA Direct Costs		\$0	\$0	\$0	\$0	\$0
Additional Direct Cost						
JEA Contract Contingency		5%	\$0	\$0	\$0	\$26,508
Total Direct Construction Costs		\$0	\$0	\$0	\$556,665	\$556,665
JEA Cost						
			Labor		Sub-Cont.	TOTAL
Project Management		2.0%	\$11,133			\$11,133
Engineering		4.0%	\$22,267			\$22,267
Services During Construction		0.0%	\$0			\$0
Miscellaneous		2.0%	\$11,133			\$11,133
Total JEA Costs			\$0	\$44,533	\$0	\$44,533
Total Budgetary Project Cost			\$0	\$44,533	\$0	\$556,665
					\$420,839	\$901,797

Figure 2: Budgetary cost opinion for the N03 River Water Booster Pump Replacement project.

PROJECTED CASH FLOW BY MONTH FOR FISCAL YEAR FY 2019														FY TOTAL	
		Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep		
Total Project Budget	\$601,198														
JEA Cost & Engineering	\$44,533			\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$2,000				\$1,000	\$8,000	
Equipment/Fabrication														\$0	
Construction/Project Closeout	\$556,665										\$139,166			\$139,166	
Contract/PO Encumbrance	\$556,665									\$556,665				\$556,665	
TOTAL	\$601,198	\$0	\$0	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$2,000	\$0	\$139,166	\$0	\$1,000	\$147,166	
Quarterly Cash Flow		1st Quarter			\$1,000	2nd Quarter		\$3,000	3rd Quarter		\$3,000	4th Quarter		\$140,166	
PROJECTED CASH FLOW BY MONTH FOR FISCAL YEAR FY 2020														FY TOTAL	Project Total
		Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep		
Project Budget															
JEA Cost & Engineering	\$10,000	\$16,000	\$8,000	\$2,533										\$36,533	\$44,533
Equipment/Fabrication														\$0	\$0
Construction/Project Closeout	\$417,499													\$417,499	\$556,665
Contract/PO Encumbrance														\$0	\$556,665
TOTAL	\$427,499	\$16,000	\$8,000	\$2,533	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$454,032	\$601,198
Quarterly Cash Flow		1st Quarter			\$451,499	2nd Quarter		\$2,533	3rd Quarter		\$0	4th Quarter		\$0	

Figure 3: Monthly, quarterly and yearly cash flow estimates for the N03 River Water Booster Pump Replacement project.

Risks

Risks that remain present if the project is not completed will be a general decrease in reliability at Northside Generating Station which can ultimately lead to lower profit margins for JEA Electric production. A safety risk will also remain present due to the possibility of equipment failure and malfunction.)

Revision History

Name	Date	Version	Revision Notes
Nick Madaffari	12/21/2017	R0	First draft
T Byrnes	2/7/18	R1	Modified Schedule and Cash Flow

CP: _____ Revision #: _____

Date: _____

Scope Approval –The signatures below represent approval for this project. The groups represented must approve in writing changes to the scope, cost, or schedule, prior to implementing those changes.

_____	Date	_____	Date
Corporate Planning		O&M	

_____	Date	_____	Date
Outreach		Environmental	

_____	Date	_____	Date
Others Signature		Others Signature	

Rev 1 Description:

Schedule Effect: _____

Cost Effect: _____

Approvals:

_____	Date	_____	Date
Corporate Planning		O&M	

_____	Date	_____	Date
Outreach		Environmental	