

Welcome to the

JEA Awards Meeting

October 19, 2023, 10:00 AM EST

You have been joined to the meeting with your **audio muted** by default.

At the designated public comment time we will provide opportunity for you to unmute to speak.

During the meeting, public comments received via e-mail regarding any matter on the agenda for consideration will be read out. Per the Public Notice Agenda posted on JEA.com, public comments by e-mail must be received no later than 9:00 a.m. on the day of the meeting to be read during the public comment portion of the meeting.

Please contact **Aileen Cruz** by telephone at **(904) 776-1911** or by email at **cruza@jea.com** if you experience any technical difficulties during the meeting.

JEA Awards Agenda
October 19, 2023
225 North Pearl St., Jacksonville, FL 32202 - Hydrangea Room 1st Floor

[Teams Meeting Info](#)
Meeting ID: 276 270 648 614
Passcode: asQLCJ

Consent Agenda

The Chief Procurement Officer offers the following items for the JEA Awards Consent Agenda. Any item may be moved from the Consent Agenda to the Regular Agenda by a committee member asking that the item be considered separately. **All items on the Consent agenda have been approved by OGC, Budget and the Business Unit Vice President and Chief.** The posting of this agenda serves as an official notice of JEA's intended decision for all recommended actions for **Formal Purchases** as defined by **Section 3-101 of the JEA Procurement Code**. Please refer to JEA's Procurement Code, if you wish to protest any of these items.

Award #	Type of Award	Solicitation # & Short Description/Title	VP	Awardee	Funding Source	Award Amount	Original Award Amount	New Not-to-Exceed	Amendments	Term	JSEB Participation (Y/N) If Y, then list company name(s) (% , \$ - awarded)
1	Minutes	Minutes from 10/12/2023 Meeting	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2	Invitation to Negotiate (ITN)	1411290046 - Management Consulting	Stowe	ScottMadden Inc.	O&M	\$582,216.00	N/A	N/A	N/A	Five (5) Years w/One (1) - 1 Yr. Renewal One Renewal Remaining Start Date: 08/26/2023 End Date: 08/25/2028	N/A
<p>For additional information contact: Elaine Selders</p> <p>JEA is seeking consulting firms for ad hoc management consulting assignments for corporate and industry best practices, organization and work-flow improvements, and utility specific focus areas and topics (the "Work") and to determine the best method for JEA to procure the Work with regards to pricing, assignments duration, quality, process and work product.</p> <p>The team evaluated the Responses and the decision was made to award four contracts. The awarded companies will work as requested on management consulting projects and propose pricing based on the hourly rates provided in their Responses and estimated hours. The projects will be awarded as individual task orders.</p> <p>This task to ScottMadden is focused on improving the effectiveness of the IT organization following the recent implementation of an input metering management system and Asset 360. Leadership has decided to resource the development and implementation of world class governance and processes to support operational and administrative functions such as AMI system upgrades and WMB spend tracking.</p> <p>Specifically, JEA seeks to improve execution, prioritization, infrastructure, and systems which includes, but not limited to:</p> <ul style="list-style-type: none"> ▪ Ensuring JEA has appropriate IT infrastructure and systems that can adapt to growing needs, while maintaining high availability and reliability ▪ Adopting sustainable practices focused on enhancing user experience and satisfaction ▪ Ensuring alignment with overall business strategy ▪ Recruiting, retaining, and developing talent that supports evolving technology <p>The proposal pricing has been deemed reasonable and the estimated project completion timeline is four months. The Response Form and Proposal have been attached for reference.</p>											
3	Developer Agreement	2021-1551 Rivertown Parcel 19	Melendez	Mattamy Jacksonville LLC/ Burnam Construction, Inc.	Capital	\$811,160.12	N/A	\$811,160.12	N/A	Project Completion (Estimated September 2024)	N/A
<p>Three (3) Bids Received by the Developer For Additional Information Contact: David King</p> <p>This is a private development project where JEA has identified improvements consistent with the JEA Cost Participation Policy and as such are eligible for reimbursement. The developer has followed JEA procurement directives by advertising and awarding to the lowest responsible bidder. The solicitation was advertised, and a pre-bid meeting was held on 4/27/2022 and four prospective bidders attended. At bid opening Mattamy Jacksonville LLC received three bids, with Burnam Construction, Inc. being the lowest responsive bidder with the JEA portion of the overall bid at \$811,160.12.</p> <p>The JEA portion is approximately 35% below the JEA estimate of \$1,249,030.00. The Rivertown Parcel 19 project is part of the Rivertown Development and includes improvements covered in the Rivertown Developer and Utility Service Agreement. The proposed pump station and force main are designed to serve 150 townhomes with Phase 1 and an additional 150 units for Phases 2 and 3 for a total of 300 townhomes. This project is developer driven, so all design and engineering was completed by the developer at their cost (no JEA funds for design). JEA Development has reviewed and approved the construction plan submittal. Per the Developer Agreement, the Developer bid the project in accordance with JEA guidelines and the work has been awarded to the to the lowest qualified bidder. The project elements are comprised of 1,560 feet of 6" force main and a duplex pump station.</p>											

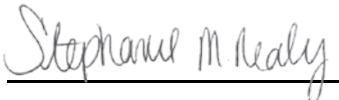


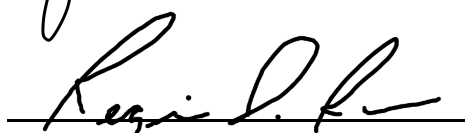
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4	Contract Increase	037-19 Repair and Installation of Security Fencing	McElroy	Armstrong Fence Co.	Capital, O&M	\$1,110,000.00	\$2,627,479.00	\$5,136,248.90	05/09/2022 (10% Admin Increase) - \$262,747.90 06/02/2022 (Contract Increase) - \$770,000.00 06/24/2022 (10% Admin Increase) - \$366,022.00	Five (5) Years, Two (2) - 1 Yr. Renewals Start Date: 11/30/2019 End Date: 11/29/2024	Y, The Goodly Group of Northeast Florida Inc, 10%
	<p>Originally Awarded: 11/14/2019 For additional information: Jason Behr</p> <p>This contract increase is to provide additional funds to support the continued use of the contract. JEA funds contract not to exceed amounts based on current or forecast of the next fiscal year funds available, which may not support the full term of contract when established for a five-year term. Armstrong Fence Co has agreed to keep current pricing with this contract increase.</p> <p>For this increase, JEA is increasing the amount awarded to Armstrong Fence Co by \$1,110,000.00 to cover the services required for the remainder of the contract term.</p>										
5	Contract Increase	099-19 Northside Generating Station Refractory Repair Services	Erixton	Plibrico Company, LLC	Capital, O&M	\$2,795,000.00	\$4,389,164.82	\$7,623,081.30	10/03/2023 (10% Admin Increase) - \$438,916.48	Five (5) Years, Two (2) - 1 Yr. Renewals Start Date: 08/30/2019 End Date: 08/29/2024	N
	<p>Originally Awarded: 08/15/2019 For additional information: Jason Behr</p> <p>The scope of services includes, but is not limited to, furnishing all supervision, labor, material, tools, equipment, consumables, and subcontractors necessary for refractory installation which includes:</p> <ul style="list-style-type: none"> •Brick mason work and anchor installation •Pour casting •Pneumatic gunning •Spray applications •Materials & equipment receiving, unloading, hauling, staging and storage at designated locations •Qualifications Testing (both material and applicator) and the performance of other associated operations for all material, structures, equipment and accessories described herein <p>The extent to which repairs are required and total dollar amount is unknown until each unit is taken offline during a planned or unplanned outage.</p> <p>For this increase, JEA is increasing the amount awarded to Plibrico Company, LLC by \$2,795,000.00 to cover the services required for the remainder of the contract term.</p>										
6	Developer Agreement	2020-4323 Katie Cove	Melendez	Katie Cove Development, LLC/ Earthworks of Florida, LLC	Capital	\$472,949.06	N/A	\$472,949.06	N/A	Project Completion (Estimated September 2024)	N/A
	<p>Two (2) Bids Received by the Developer For Additional Information Contact: David King</p> <p>This is a private development project where JEA has identified improvements consistent with the JEA Cost Participation Policy and as such are eligible for reimbursement. The Katie Cove Project (Avail. No. 2020-4323) consists of 35 single family residential units. This project requires 4,880-foot water main extension for potable water and fire protection. This project is located within the North Water Grid on Starratt Road, approximately 9,760 feet east of Yellow Bluff Road.</p> <p>The solicitation was advertised, and a pre-bid meeting was held on 3/23/2023. Katie Cove Development, LLC received two bids. Earthworks of Florida, LLC had the lowest overall bid amount and was awarded the project. The bid is approximately 24% below the JEA estimate of \$627,391.00. The JEA estimate included the material, labor, and equipment. JEA is reimbursing in accordance with the JEA Cost Participation Policy and the bid amount is deemed reasonable.</p> <p>This project is developer driven, so all design and engineering were completed by the developer at their cost (no JEA funds for design). JEA Development has reviewed and approved the construction plan submittal. Per the Cost Participation Agreement, the Developer bid the project in accordance with JEA guidelines and the work has been awarded to the lowest bidder.</p>										
7	Developer Agreement	2021-3007 Blackrock	Melendez	AMH Development Florida GC TRS, LLC/ TB Landmark Construction Inc.	Capital	\$1,593,403.00	N/A	\$1,593,403.00	N/A	Project Completion (Estimated September 2024)	N/A
	<p>One (1) Bid Received by the Developer For Additional Information Contact: David King</p> <p>This is a private development project where JEA has identified improvements along Blackrock Road, a Major Collector Road that is listed in Exhibit C of the Nassau County/JEA Water and Wastewater Interlocal Agreement, where JEA is contractually obligated to fund regional water and wastewater facilities along these roads.</p> <p>The Blackrock Cove Offsite Project (Avail. No. 2021-3007) is a water and force main extension project along Blackrock Road to serve water and wastewater to the proposed 236 residential units, and is located within the Nassau Water and Wastewater Grid. This project requires a 3,642-foot water main extension for potable water and fire protection, and a 2,932-foot force main extension for wastewater.</p> <p>The Developer bid the project in accordance with JEA guidelines and the work has been awarded to the low bid. JEA will fund 100% of the construction costs. The developer has followed JEA procurement directives by advertising and awarding to the lowest responsible bidder. The solicitation was advertised, and a pre-bid meeting was held on 7/31/2023. Only one bid was provided by TB Landmark Construction Inc. The bid is approximately 10% below the JEA estimate of \$1,763,152.00. The JEA estimate included the material, labor, and equipment. JEA is reimbursing in accordance with the JEA Cost Participation Policy and the bid amount is deemed reasonable.</p> <p>This project is developer driven, so all design and engineering were completed by the developer at their cost (no JEA funds for design). JEA Development has reviewed and approved the construction plan submittal. Per the Nassau County/JEA Water and Wastewater Interlocal agreement, JEA's obligation to fund regional water and wastewater facilities will be limited to those areas along the arterial and collector roads as defined in the Nassau County Florida Local Government Comprehensive Planning Program, Existing and Future Land Use Map Series.</p>										

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8	Contract Renewal	082-19 Repair and Maintenance of Generators	McElroy	Zabatt Power Systems	Capital, O&M	\$2,442,522.86	\$4,118,502.00	\$8,884,309.26			
	<p>Originally Awarded: 6/13/2019 For additional information: Darriel Brown</p> <p>Request approval to award a contract renewal and increase to Zabatt Power Systems for Repair and Maintenance of Generators in the amount of \$2,442,522.86. This service is for the scheduled and emergency repair and maintenance of generators throughout the JEA service territory in the following counties: Clay, Duval, Nassau, and St. Johns. This work may include, but is not limited to, repairs to engines, generators, control panels, batteries, battery chargers, voltage regulators, jacket water heaters, fuel day tanks, fuel tanks, fuel tank controls, alarms, and related switches.</p> <p>Zabatt Power Systems has performed well under this contract and JEA desires to exercise the available one (1) year renewal. Zabatt has agreed to renew this contract at their current contract rates and the unit prices will remain fixed for the term of the contract. Facilities is projecting the addition of 135 new assets requiring maintenance.</p>									11/02/2021 - \$41,1850.20 5/26/2023 - \$1,911,434.20	Three (3) Years w/Two (2) - 1 Yr. Renewals Start Date: 11/01/2019 End Date: 10/31/2024 No Renewals Remaining

Consent Agenda Action

Committee Members in Attendance	Names	Ted Phillips, Mark Stultz, David Emanuel
Motion by:	David Emanuel	
Second By:	Mark Stultz	
Committee Decision	Approved	

Consent and Regular Agenda Signatures

Budget	Name/Title	 Manager, CBP
Awards Chairman	Name/Title	 CFO
Procurement	Name/Title	 CPO
Legal	Name/Title	 Chief Legal Officer

JEA Awards Agenda
October 12, 2023
225 North Pearl St., Jacksonville, FL 32202 - Hydrangea Room 1st Floor

[Teams Meeting Info](#)

Consent Agenda

The Chief Procurement Officer offers the following items for the JEA Awards Consent Agenda. Any item may be moved from the Consent Agenda to the Regular Agenda by a committee member asking that the item be considered separately. All items on the Consent agenda have been approved by OGC, Budget and the Business Unit Vice President and Chief. The posting of this agenda serves as an official notice of JEA's intended decision for all recommended actions for **Formal Purchases** as defined by **Section 3-101 of the JEA Procurement Code**. Please refer to JEA's Procurement Code, if you wish to protest any of these items.

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1	Minutes	Minutes from 10/05/2023 Meeting	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2	Invitation for Bid (IFB)	1411282246 - IFB - Design, Permitting, Construction, and Installation of Fiber Ring - JEA JTA Bay Street Corridor	Datz	CBVR Telecom Design Group	Capital	\$5,450,000.00	N/A	\$5,450,000.00	N/A	Project Completion (Estimated Completion Spring 2025)	N
<p>Advertised: 07/12/2023 Proposals Opened: 08/08/2023 One (1) Proposal Received For additional information contact: Nickolas Dambrose</p> <p>Four (4) bidders attended the optional Pre-Bid Meeting on 07/18/2023. JEA typically has a difficult time getting high participation for fiber optic work. To understand reasons for low participation, JEA sought correspondence with other potential bidders. One supplier responded that the complexity of this project and JEA's collaboration with JTA was undesirable. Another supplier declined to participate because of its existing workload. No additional feedback was given in response to JEA's inquiries. After review, CBVR Telecom Design Group (CBVR) is deemed to be the lowest responsive and responsible Bidder.</p> <p>This award requests CBVR to provide JEA with a fiber ring installation in Downtown Jacksonville consisting of a continuous fiber path running from TIAA Bank Field to the JTA hub building at the southeast intersection of N. Jefferson St. and W. Bay St. The project is expected to be a full turnkey design-build installation. When completed this award will provide fiber connectivity to support the Urban Circulator project (JTA Autonomous Vehicles) in addition to JEA's grid resiliency and innovation efforts.</p> <p>This award is \$300,000 more than the business unit estimate; however, JEA has solicited additional funding and will fully fund this award through completion in 2025. The award amount includes specified liquidated damages for failure to achieve timely completion of the work. JEA also specified that the cost of payment and performance bonds were included in the pricing solicitation for this award.</p>											
3	Single Source	Single Source - Oracle C2M Licenses and Support Renewal	Selders	Oracle America, Inc.	O&M	\$872,127.58	N/A	\$872,127.58	N/A	One (1) Year Start Date: 10/1/2023 End Date: 09/30/2024	N/A
<p>For additional information: Nickolas Dambrose</p> <p>In 2019, JEA transitioned Oracle's Customer Information System (CIS) Solution from Customer Care & Billing (CC&B) to its new improved CIS solution: Customer to Meter (C2M) for better centralized management of customer data to support JEA's critical business drivers.</p> <p>This request in the amount of \$872,127.58 is for a one (1) year renewal of software licensing and support of Oracle's C2M system through the end of September 2024. This award request maintains the same licensing as previously awarded.</p> <p>The C2M is composed of several key modules and functions now integrated in a single integrated solution, they modules are: 1. Customer Care and Billing (CC&B) 2. Meter Data Management (MDM) 3. Smart Grid Gateway Overview (SGG) 4. Service Order Management (SOM) 5. Operational Device Management (ODM) 6. Information Lifecycle Management (ILM) 7. Program Management (PM) 8. Oracle Utility Analytics (OUA)</p> <p>The proposed licensing and support cost of \$872,127.58 includes a 90% discount off Oracle list price on the renewal licenses. When compared to prior licensing prices, JEA is paying 3% higher than the previous licensing term.</p>											
4	Single Source	Single Source - Oracle E-Business Suite (EBS) Oracle Databases, Middleware, and Hardware w/ Maintenance and Support	Selders	Oracle America, Inc.	O&M	\$2,459,816.01	N/A	\$2,459,816.01	N/A	"One (1) Year Begin: 10/1/2023 End: 09/30/2024"	N/A
<p>For additional information: Nickolas Dambrose</p> <p>JEA began purchasing Oracle's technical maintenance support services for Oracle's E-Business Suite (EBS), Oracle Databases, Middleware and Hardware in the mid-1990s. Oracle's EBS suite of applications are used for JEA's back-office processes including, but not limited to, Financials (General Ledger, Projects Costing, Accounts Payable, Receivables), Human Resources (HR Core, Payroll, Benefits, Timecards) and Supply Chain (Purchasing, iProcurement, Warehouse Mgmt, Inventory). A few of the specific ways JEA utilizes Oracle support include incident restorations, searching for solutions, downloading patches and updates, accessing proactive support tools, and creating service requests.</p> <p>The Awards Committee has approved maintenance and support of these single source licenses since the initial time of purchase.</p> <p>This request is for a one (1) year renewal of Oracle support from 10/01/2023 to 09/30/2024. The proposed licensing and support cost of \$2,459,816.01 maintains the same licensing and support as previously awarded. When compared to prior licensing prices, JEA is paying 4% higher than the previous licensing term. This was the lowest increase JEA was able to negotiate. JEA may consider a longer term award at the conclusion of this award to try to leverage a better rate once the below mentioned items are completed.</p> <p>Upon completion of this award, JEA intends to discontinue several line items from future renewals of this contract as a result of its migration to Oracle Cloud Infrastructure (OCI). JEA decided to migrate to OCI to use Oracle owned hardware (servers) to host all of JEA's Enterprise Resource Planning (ERP) Applications. This decision eliminates the need for JEA to maintain an aging/expensive Exadata/Exalogic servers.</p>											
5	Contract Increase	1410866446 JEA Electric Plant Valve Repair Services & Materials	Erixton	Floworks USA LP dba Severe Service Specialists Control Southern, Inc.	Capital, O&M	\$1,335,000.00	Floworks USA LP dba Severe Services Specialists \$490,000.00 Control Southern \$210,000.00	Floworks USA LP dba Severe Services Specialists \$1,874,000.00 Control Southern, Inc. \$210,000.00 (no change)	Floworks USA LP dba Severe Services Specialists 10/06/23 - \$49,000	Three (3) Year w/ Two (2) - 1 Yr. Renewals	N
<p>Originally Awarded: 10/20/2022 For additional information: Jason Behr</p> <p>This contract is for the valve inspection and repair services at all JEA Electric Plant facilities. Rather than awarding to the full award, it was originally awarded to the budget to Flotech, LLC (now Floworks USA LP dba Severe Service Specialists) for \$490,000.00, and Control Southern Inc. for \$210,000.00.</p> <p>For this increase, JEA is increasing the amount awarded to Flotech by \$1,335,000.00 to cover the services required for the remainder of the contract term. The secondary supplier, Control Southern Inc. is not receiving an increase at this time.</p>											

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Consent Agenda Action

Committee Members in Attendance	Names	<u>Ted Phillips, Laura Schepis, David Emanuel</u>
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Motion by:	Laura Schepis
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Second By:	David Emanuel
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Committee Decision	Approved
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Consent and Regular Agenda Signatures

Budget	Name/Title	<i>Stephanie M Healy</i> Manager, CBP
Awards Chairman	Name/Title	<i>Theodore B Phillips</i> CFO
Procurement	Name/Title	<i>JJ McManis</i> CPO
Legal	Name/Title	<i>Rebecca Lavin</i>

CONFIDENTIAL – Exempt from public disclosure as trade secret per Florida Statutes 119.0715(2) and 815.045, as applicable

**1411290046 APPENDIX B – RESPONSE FORM
MANAGEMENT CONSULTING**

RESPONDENT INFORMATION:

RESPONDENT NAME: ScottMadden, Inc.
 BUSINESS ADDRESS: 2626 Glenwood Ave., Suite 480
 CITY, STATE, ZIP CODE: Raleigh, NC 27608
 TELEPHONE: 919-781-4191
 EMAIL OF CONTACT: contracts@scottmadden.com
 WEBSITE: ScottMadden.com

1.16 Quotation of Rates**Maximum score for this criterion is: 10 Points**

Respondent shall provide hourly rates for key personnel needed to perform the Work described in Appendix A - Technical Specifications - Scope of Services. Hourly rates must include all profit, taxes, benefits, and all other overhead items.

The Quotation of Rates for varying levels of consultant expertise will be used to price individual future task assignments. Those assignments may also be negotiated as lump sum amounts for clearly defined deliverables. Each assignment will have a not to exceed amount. Any additional assignments identified will be negotiated and priced based on number of hours projected to complete the work at the hourly rates provided in this Response.

The hourly rates quoted by Respondent on the Response Form will be the rates by category of staff assigned to future JEA task assignments.

The rates will be evaluated on a weighted average by professional staff level proposed to arrive at a fair comparison between Respondents. Staffing expertise levels may be modified for various future assignments but will be consistent for evaluation purposes. The weights or effort on actual future assignments may differ from the weighting shown below for evaluation purposes.

Travel and other related expenses must be approved in writing before any travel is booked or expensed. Travel will be paid in accordance with JEA's Travel Policy attached as Appendix C - JEA Contractor Travel Policy. There will be a "not to exceed" travel/expense budget added to the contract total specified by JEA.

Description of Services – Tasks Assigned	Position Weighting	Hourly rates
Principal/Lead Consultant	10%	\$ 475
Senior Consultant/Project Manager	20%	\$ 385
Staff Consultants	50%	\$ 360 - 275
Researcher	20%	\$ 360 - 160

1.17 Experience of Professional Personnel**Maximum score for this criterion is: 30 Points**

The firm shall provide five (5) resumes to include the lead consultant and four (4) other team members to be assigned to this engagement. The Response shall identify the lead consultant which will receive up to ten (10) points and the other four (4) team members resumes will receive up to five (5) points each. Resumes are limited to two (2) pages, 8 ½" by 11" single sided. Resumes provided greater than two (2) pages will not be evaluated. Additional staffing/consultants may be identified for future assignments based on the nature of the expertise needed.

**1411290046 APPENDIX B – RESPONSE FORM
MANAGEMENT CONSULTING**

At a minimum, the resume shall present the employee's name, title, years of service with the company, applicable professional registrations, education, work experience and areas of specialty expertise.

1.18 Past Performance/Company Experience

Maximum score for this criterion is: 25 Points

In addition to the two (2) project references provided in Section 1.9, Minimum Qualifications, provide a summary/description of three (3) additional consulting projects or assignments within the last five (5) years as of the Response due date. The two references provided for the Minimum Qualifications will be contacted and scored by the lead evaluator. The evaluation team will score the additional three references provided for this section. Each contract provided should at a minimum list the following:

- Client Name
- Client Contact Name and Title
- Client Contact's Phone number and Email address
- Effective Date of Contract
- Description of the scope and services included in the contract and nature of assignments
- Client business sector, e.g., public, private, transportation, utility, financial services, etc.

Each additional project should be described in no more than 2 pages per consulting project reference. The reference projects should demonstrate the breadth and areas of expertise/strengths of the firm.

1.19 Design Approach and Workplan

Maximum score for this criterion is: 35 Points

Respondent must explain how it sets budget estimates, timetables, scope definitions and quality criteria established for specific assignments within on-going varied consulting contracts for the types of work described in the Appendix A - Technical Specifications – Scope of Services. Consideration shall be given for explanation of assignment definition, cost effective approach, identification of key personnel for nature of task assignments and interaction with client team and lead.

The work plan should include:

- The Responses should outline areas of expertise, experience, specialties and attributes of the firm and team members proposed.
- The Response shall include examples of how it intends to manage the overall client relationship and approach to a variety of potential assignments.

There is no required JEA Form for this explanation. Respondent 's explanation of its design approach and workplan as described in this Section should be limited to no more than five pages, 1-sided, single-spaced, on 8.5” x 11” sized paper and JEA will not evaluate any information provided after page five.

Respondent's Certification

By submitting this Response, the Respondent certifies (1) that the Respondent has read and reviewed all of the documents pertaining to this RFP and agrees to abide by the terms and conditions set forth therein, (2) that the person signing below is an authorized representative of the Respondent, and (3) that the Respondent is legally authorized to do business and maintains an active status, in the State of Florida. The Company certifies that its recent, current, and projected workload will not interfere with the Respondent 's ability to Work in a professional, diligent and timely manner.

The Respondent certifies, under penalty of perjury, that it holds all licenses, permits, certifications, insurances, bonds, and other credentials required by law, contract or practice to perform the Work. The Respondent also certifies that, upon the prospect of any change in the status of applicable licenses, permits, certifications, insurances, bonds or other credentials, the Respondent shall immediately notify JEA of status change.

Please initial below:

1411290046 APPENDIX B – RESPONSE FORM
MANAGEMENT CONSULTING

LT (Initials) 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”.

We have received addenda _____ 1 _____ through _____ 3 _____

Logan Toms

Signature of Authorize Officer of Respondent or Agent

Logan Toms - Partner, Finance and Risk

Printed Name & Title

June 29, 2023

Date

919-781-4191

Phone Number



Smart. Focused. Done Right.

ScottMadden, Inc.
2626 Glenwood Avenue
Suite 480
Raleigh, NC 27608
919-781-4191
scottmadden.com

ScottMadden Engagement Letter
Technical Services Performance Improvement Assessment
October 3, 2023

INTRODUCTION TO SCOTTMADDEN

As you know, ScottMadden is arguably the leading management consulting firm in the electric and utility industry today. For more than 40 years, we have consulted with a wide range of investor-owned utilities, municipals, cooperatives, RTOs, ISOs, and related entities in both the United States and Canada. We have performed consulting engagements on issues such as operational turnarounds, benchmarking, strategic planning, business model development, organization/operations assessments, regulatory filing, process improvement, merger integration support, business planning, organization design, product development, and real property management.

A few key points on our firm to highlight:

- ScottMadden has extensive experience in the utility industry, having worked in it since 1983, and has provided management services throughout the Tennessee Valley for nearly 30 years
- ScottMadden has deep experience in organizational design, support services, and accountability models across utilities, having worked in large and small organizations from vertically integrated utilities to single generation plants
- ScottMadden has partnered with energy and non-energy clients to support IT implementation and/process improvement
- ScottMadden can rely on a vast network of contacts and industry knowledge in conducting benchmarking and uncovering the key insights from past and current product development information. We have completed projects for many well-known product-centric businesses across the United States, Canada, the Caribbean, and in parts of Europe

BACKGROUND AND UNDERSTANDING

JEA's Technology Services department is an integral part of the organization providing technical support to every business unit. This department manages equipment and systems designed to increase efficiency and productivity.

JEA is focused on improving the effectiveness of its IT organization following the recent implementation of an input metering management system and Asset 360. Leadership has decided to resource the development and implementation of world class governance and processes to support operational and administrative functions such as AMI system upgrades and WMB spend tracking.

Specifically, JEA seeks to improve execution, prioritization, infrastructure, and systems. Select specific imperatives JEW has set out for itself include:

- Ensuring JEA has appropriate IT infrastructure and systems that can adapt to growing needs, while maintaining high availability and reliability
- Adopting sustainable practices focused on enhancing user experience and satisfaction
- Ensuring alignment with overall business strategy
- Recruiting, retaining, and developing talent that supports evolving technology

ScottMadden has deep experience in performing such improvement initiatives in Information Technology (IT)/Technical Services organizations, and understands the fundamentals of high-performing IT organizations. Which are:

1. **Scalability & Resilience:** Adapting and expanding IT infrastructure and systems to accommodate growing needs while maintaining high availability and reliability
2. **Robust Cybersecurity:** Securing data and systems through proactive measures, threat monitoring, and incident response
3. **Customer Focus:** IT service delivery practices focused on enhancing user experience and satisfaction
4. **Effective Performance Management:** Establishing robust, data-driven processes and controls to manage projects, budgets, service delivery, and risks efficiently
5. **Strategic Alignment:** Ensuring IT performance and plans align with the overall business strategy to drive meaningful outcomes
6. **Talent Management:** Recruiting, retaining, and developing the technical AND non-technical staff who can support the evolving digital environment
7. **Continuous Innovation:** Providing innovation leadership and adapting IT practices to support creativity and more rapidly changing objectives

Our experience indicates that *Scalability & Resilience*, *Robust Cybersecurity*, and *Customer Focus* are essential fundamentals of any IT organization. *Effective Performance Management* and *Strategic Alignment* are necessary for IT to move from being just an order-taking commodity service provider towards becoming a technology leader in the organization.

Talent Management and *Continuous Innovation* are becoming more critical as new digital capabilities (e.g., analytics, automation, AI) become more prevalent, and business operations become more dependent on them. Legacy IT models are not well-suited for supporting these emerging capabilities and must evolve to do so.



Figure 1. Fundamentals of High Performing IT Organizations

The evolution of most organizational IT departments begins with an assessment of existing processes and ends with a deliberate implementation plan that incorporates key elements of change management and change enablement. This is essential, since at the core of every IT system are the employees that manage it for its customers.

Following the initial assessment, ScottMadden will work with JEA to understand future state IT support requirements and develop the policy, processes, and procedures required that will meet or exceed those support requirements. Unique to the ScottMadden approach is our early and often, simultaneous development of the critical change management and enablement considerations essential to development of a processes that will be adopted by administrators and customers alike.

This approach involves an understanding of administrator and customer personas to subsequently develop policy and process that will both meet operational support requirements and be adopted across the organization (see Figure 2). Process Improvement development activities are organized by workstream and achieved most effectively through active collaboration with an organization's stakeholders. These processes are developed based on the fundamentals of high-performing IT organizations, results of the current state assessment, and the understanding of future state IT support requirements and the myriad of personas of the organization.

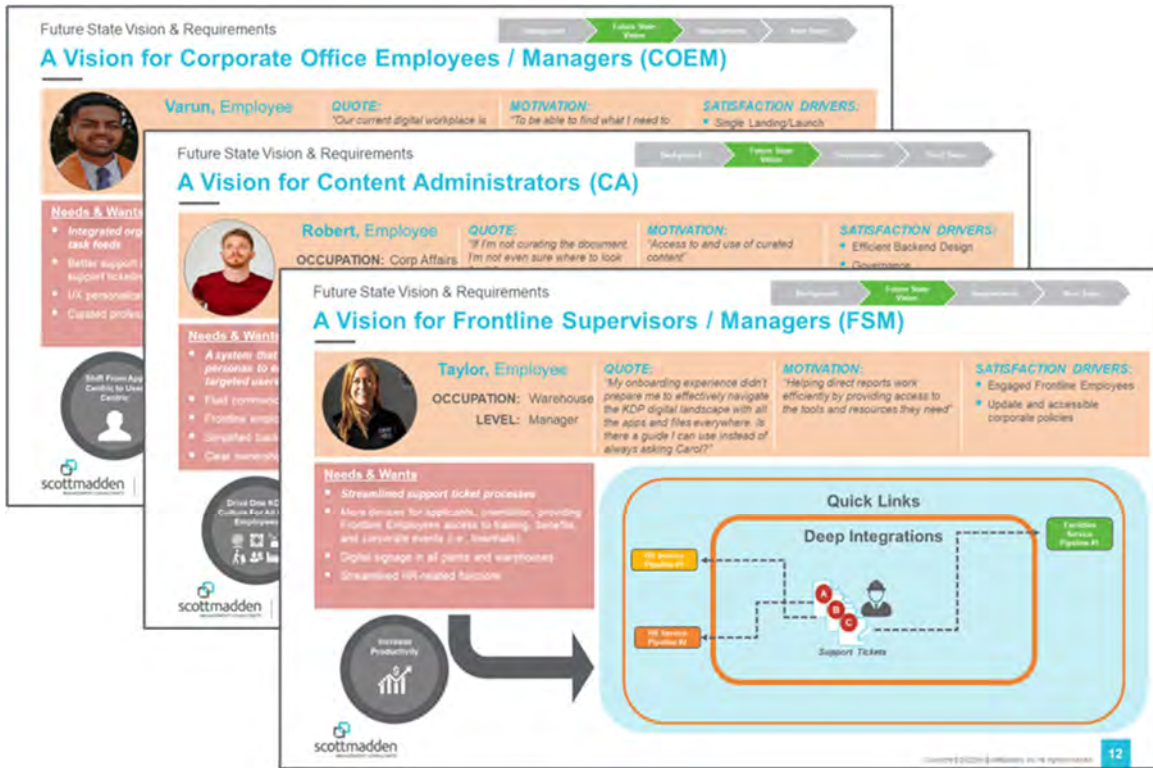


Figure 2. Developing Future State IT Support Requirements: Administrator and Customer Personas

SCOPE AND APPROACH

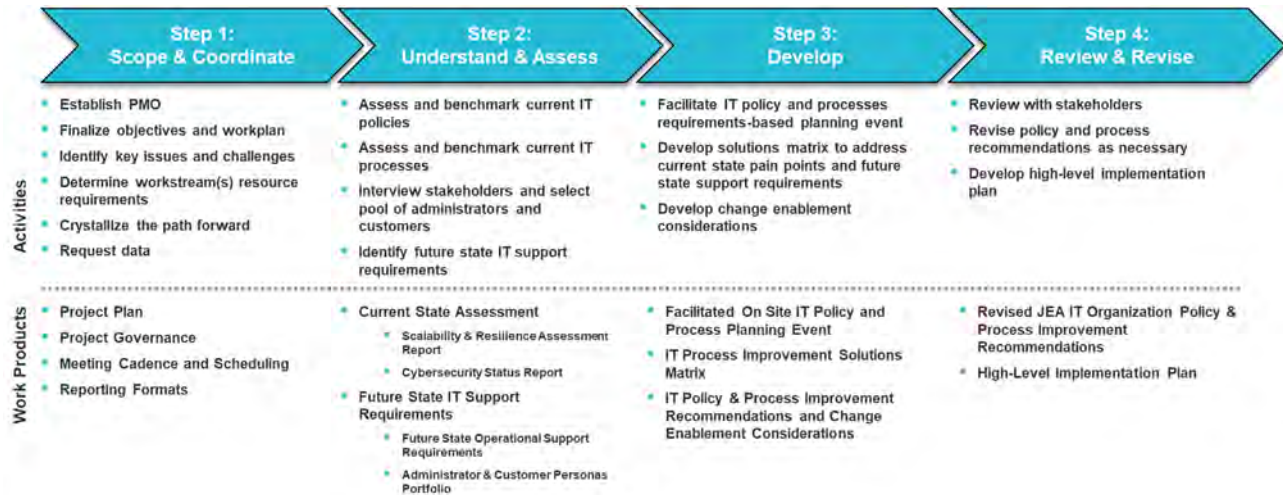


Figure 3. Proposed Activities and Work Products

Key activities within this Technology Services process improvement effort include:

- Focused Assessment and Peer Benchmarking
- Clearly Defined Future State IT Support Requirements
- Change Management/Enablement-Driven Policy Development
- Collaborative Development of Policy and Processes and Corresponding Performance Metrics

ScottMadden will support the IT Process Improvement key activities, project management, and necessary stakeholder alignment. The effort will result in a focused current state assessment, defined future state IT support requirements, recommended changes to IT Support Policy and processes with corresponding performance metrics, and a high-level implementation plan to begin the evolution of improved support.

This *Technical Services Process Improvement* effort is expected to begin in mid-October 2023 and conclude in early January 2024. Through this process, the project team will work closely with JEA leadership and other stakeholders to support JEA’s IT process improvement. ScottMadden will provide working session facilitation, project management support and assistance throughout the effort.

STAFFING, SCHEDULE, AND FEES

Randy McAdams will be the project leader providing overall engagement oversight. An experienced ScottMadden Director will lead the project with a dedicated ScottMadden Manager. We feel that our staffing is adequate to cover the scope of work outlined in all tasks above.

We anticipate this effort to span 16 weeks, with an expected cost of \$506,275 in professional fees. Expenses are in addition to professional fees and are approximately 15% of professional fees and billed, as incurred.

Position	Hourly Rate	Estimated Total hours	Total Fees
Partner	\$475	64	\$30,080
Director	\$385	675	\$259,875
Manager	\$360	600	\$216,000
Estimated Fees			\$506,275
Estimated Expenses @ 15%			\$75,941
Total Est. Fees & Expenses			\$582,216

SCOTTMADDEN, INC. ENGAGEMENT COSTS AND BILLING PRACTICES**ENGAGEMENT COSTS**

ScottMadden invoices clients for three categories of engagement costs: professional fees, travel and living, and support. Each of these is described below.

- **Professional Fees** – Professional fees are determined by multiplying consultants’ time worked on projects by their professional billing rates. ScottMadden’s hourly billing rates are listed below.

Partner	\$475	Associate	\$275
Director	\$385	Benchmarking Manager	\$275
Manager	\$360	Senior Analyst	\$190
Director of Research	\$360	Survey Manager	\$250/\$150
Clean Tech Manager	\$340	Analyst/Research Analyst	\$160
Senior Associate	\$320		

Professional fees may include fees for research work. The Survey Manager rate for design and analysis work is \$250 per hour, while it is \$150 for survey administration.

- **Travel and Living** – Travel and living costs are incurred and reported according to 1) ScottMadden’s standard policies and procedures and 2) client policies. Travel and living costs can amount to 20 percent or more of professional fees. If the same ScottMadden personnel are needed in a single client location for more than one year, travel and living reimbursements will become taxable according to IRS regulations, and arrangements will be necessary for paying such taxes.
- **Support Costs** – Support costs include direct deliverable production costs at \$65 per hour and charges to cover project-related administrative costs, such as telecommunications and printing/copying. To cover the administrative costs, we charge an amount equal to one percent of professional fees because these expenses do not warrant tracking and billing on an actual basis; however, unusually large administrative costs may be itemized and invoiced additionally at actual or standard costs.

Overhead costs and other business costs that are not project-related are covered by professional fees. There is no overhead charge.

BILLING PRACTICES

ScottMadden’s normal practice is to invoice monthly, with payment to be remitted electronically in United States dollars.



BID FORM

FOR

Public Utilities

RiverTown Meadows Parcel 19

Prepared by

PROSSER™

March 23, 2023

BID FORM

TABLE OF ARTICLES

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Article 9 – Bid Submittal	3

ARTICLE 1 – BID RECIPIENT

- 1.01 The Entity the bid is addressed to: **Mattamy Jacksonville, LLC**
39 Riverwalk Blvd
St Johns, FL 32259
- The physical address the bid is submitted to: **Prosser, Inc. Attn: Shane Haslauer**
13901 Sutton Park Drive S. Suite 200
Jacksonville, FL 32224
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for **60 days** after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:
- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>No. 1</u>	<u>April 24, 2023</u>
<u>No. 2</u>	<u>April 25, 2023</u>

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions that have been identified in SC-4.06
- E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
-

Award #3 10/19/2023 Supporting Documents

- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

- A. this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation.
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Lump Sum Price- Eight Hundred Eleven Thousand One Hundred Sixty Dollars and Twelve Cents
Written

\$811,160.12
Numeric

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete within **180** calendar days, after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 14.07.B of the General Conditions within **210** calendar days after the date when the Contract Times commence to run.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.
 - A. **Liquidated damages for failure to meet times specified will be \$1000/ calendar day.**

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are attached to and made a condition of this Bid:
 - A. Schedule of Values
-

Award #3 10/19/2023 Supporting Documents

ARTICLE 8 - DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 - BID SUBMITTAL

9.01 This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): Type text here

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: Burnham Construction, Inc. (SEAL)

State of Incorporation: Florida
Type (General Business, Professional Service, Limited Liability): General Business

By: 
(Signature – attach evidence of authority to sign)

Name (typed or printed): David Burnham

Title: Owner

(CORPORATE SEAL)

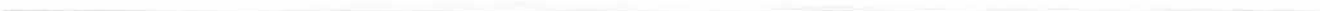
Attest: 
(Signature of Corporate Secretary)

Date of Qualification to do business in Florida [State Where Project is Located] is 4 \ 27 \ 23.

A Joint Venture

Name of Joint Venturer: _____

First Joint Venturer Name: _____ (SEAL)



Award #3 10/19/2023 Supporting Documents

By: _____
(Signature of first joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business address: _____

Phone: _____ Facsimile: _____

Submitted on _____, 20____.

State Contractor License No. _____. (If applicable)

**Schedule of Values
RT Parcel 19**

Burnham Construction Inc

4/27/2023

Item	Description	Unit	Unit Cost	Qty	Totals
1	Duplex Lift Station	LS	\$ 560,562.34	1.00	\$ 560,562.34
2	Force Main 6" PVC	LF	\$ 156.62	1600.00	\$ 250,597.78
Total Bid Amount					\$ 811,160.12



STANDARD FORM OF AGREEMENT

FOR

RiverTown Meadows Parcel 19

Prepared by

PROSSER[™]

March 23, 2023

STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR FOR
CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between Mattamy Jacksonville, LLC
(Owner)
and Burnham Construction, Inc.
(Contractor)

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Site work as shown on construction plans titled "Rivertown Meadows Parcel 19"

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

"Rivertown Meadows Parcel 19"

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by

**Prosser, Inc.
13901 Sutton Park Drive South
Jacksonville, FL 32224**

(Engineer), who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 **Days to Achieve Substantial Completion and Final Payment**

A. The Work will be substantially completed within **180** calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within **210** days after the date when the Contract Times commence to run. Bidders shall provide a work schedule as part of the submittal.

ARTICLE 5 - CONTRACT PRICE

Award #3 10/19/2023 Supporting Documents

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, ~~5.01.B~~, and 5.01.C below:

A. For all Work other than Unit Price Work, a Lump Sum of:

Eight Hundred Eleven Thousand One Hundred Sixty Dollars and Twelve Cents	\$ 811,160.12
(written)	(numeric)

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of the General Conditions.

C. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:

a. 90 percent of Work completed (with the balance being retainage).

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 300 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

Award #3 10/19/2023 Supporting Documents

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 12 percent per annum.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.

E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
1. This Agreement
 2. General Conditions
 3. Supplementary Conditions
 4. Construction Drawings (As described by Article 2 above)
 5. Exhibits to this Agreement:
 - a. Contractor's Bid (Bid Form and correlating Schedule of Values)
 6. The following which may be delivered or issued on or after the Effective Date of the Agreement and *are not attached hereto*:
 - a. Notice to Proceed -
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on 27 April (which is the Effective Date of the Agreement).

Award #3 10/19/2023 Supporting Documents

OWNER:

CONTRACTOR:

By: _____
Title: _____

[CORPORATE SEAL]

Attest: _____
Title: _____

Address for giving notices:

Burnham Construction, Inc.

By: David Burnham
Title: Owner 

[CORPORATE SEAL]

Attest: Heena Bunkar
Title: VP of Admin

Address for giving notices:

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement.)

License No.: CUC #1224415
(Where applicable)

Agent for service or process: _____

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative:

Name: _____
Title: _____
Company: _____
Address: _____
Phone: _____
Email: _____

Designated Representative:

Name: Erica Bridger
Title: Project Manager
Company: Burnham Construction
Address: 11413 Enterprise Blvd East
Macedonny Fl 32063
Phone: 904.386.12924
Email: EBridger@burnhamconstructioninc.com

Award #3 10/19/2023 Supporting Documents Pay Item & Proposal Register

BURNHAM CONSTRUCTION
Rivertown Parcel 19 Public Bid LS and FM-

Division Code	Description	Pay Quantity	UOM	Unit Price (current)	Total Price (current)
001000 (General Conditions)					\$22,666.03
001000	General Conditions	1.00	Lump Sum	\$22,666.03	\$22,666.03
002000 (Bonds & Insurance)					\$6,526.40
002000	Payment & Performance Bonds	1.00	Lump Sum	\$6,526.40	\$6,526.40
003000 (Surveying)					\$15,110.68
003000	Surveying	1.00	Lump Sum	\$15,110.68	\$15,110.68
004000 (As Builts)					\$11,333.01
004000	As Builts	1.00	Lump Sum	\$11,333.01	\$11,333.01
007000 (Construction Materials Testing)					\$30,000.38
007000	Construction Materials Testing	1.00	Lump Sum	\$30,000.38	\$30,000.38
013000 (Lift Station)					\$560,562.34
013000	Dewater Lift Station	1.00	Lump Sum	\$27,783.61	\$27,783.61
013000	Lift Station 18-20'	1.00	Each	\$532,778.73	\$532,778.73
014000 (Sanitary Sewer)					\$25,458.58
014000	Dewater Gravity Sewer	42.00	Linear Feet	\$12.68	\$532.56
014000	Lined Manhole 12-14' deep (Junction)	1.00	Each	\$21,347.77	\$21,347.77
014000	Manhole Top Out	1.00	Each	\$536.19	\$536.19
014000	8" SDR 26 Sewer Main 12-14' Deep	42.00	Linear Feet	\$67.38	\$2,829.96
014000	Punch Out Sewer	42.00	Linear Feet	\$1.89	\$79.38
014000	TV Test Sewer Main	42.00	Linear Feet	\$3.16	\$132.72
018000 (Force Main)					\$139,502.70
018000	8" PVC DR 18 Force Main	40.00	Linear Feet	\$38.73	\$1,549.20
018000	4" PVC DR 18 Force Main	1,560.00	Linear Feet	\$27.08	\$42,244.80
018000	4" Joint Restraints	21.00	Each	\$401.83	\$8,438.43
018000	8" Sleeve Connect to Existing	1.00	Each	\$3,709.24	\$3,709.24
018000	Air Release Valve Assembly	2.00	Each	\$6,451.52	\$12,903.04
018000	Air Release Manhole	2.00	Each	\$6,174.44	\$12,348.88
018000	4" Gate Valve	2.00	Each	\$2,007.64	\$4,015.28
018000	Valve Box Installation	3.00	Each	\$261.94	\$785.82
018000	Locate Wire Box	4.00	Each	\$282.43	\$1,129.72
018000	4" 45 Bend	26.00	Each	\$897.42	\$23,332.92

Award #3 10/19/2023 Supporting Documents Pay Item & Proposal Register

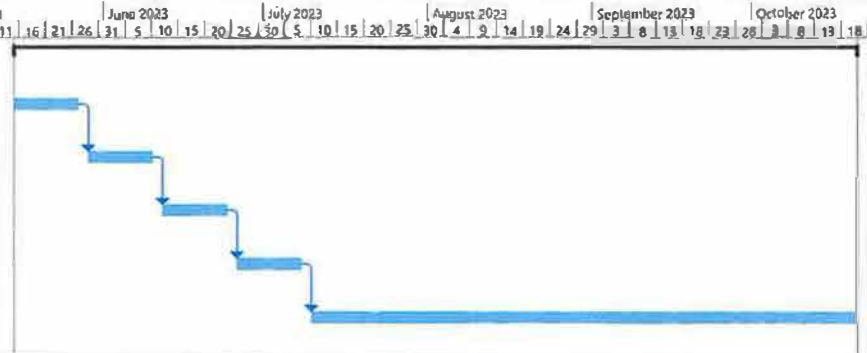
BURNHAM CONSTRUCTION
 Rivertown Parcel 19 Public Bid LS and FM--Ph 1 Infrastructure

Division Code	Description	Pay Quantity	UOM	Unit Price (current)	Total Price (current)
018000	4" 22.5 Bend	1.00	Each	\$883.90	\$883.90
018000	4" 11.25 Bend	7.00	Each	\$888.41	\$6,218.87
018000	8x4" Reducer	1.00	Each	\$1,015.68	\$1,015.68
018000	4" Conflict	2.00	Each	\$5,479.46	\$10,958.92
018000	Punch Out Force Main	1,600.00	Linear Feet	\$2.27	\$3,632.00
018000	Flushing for Force Main	1,600.00	Linear Feet	\$1.13	\$1,808.00
018000	Locate Wire Test for Force Main	1,600.00	Linear Feet	\$0.94	\$1,504.00
018000	Pressure Test for Force Main	1,600.00	Linear Feet	\$1.89	\$3,024.00
					\$811,160.12



RIVERTOWN PARCEL 19 JEA Public Bid Schedule

ID	Task Name	Start	Finish	
1	RIVERTOWN PARCEL 19 Public	Mon 5/15/23	Fri 10/20/23	
2	MOBILIZATION & SITE PREP	Mon 5/15/23	Fri 5/26/23	
3	INSTALL WET WELL	Mon 5/29/23	Fri 6/9/23	
4	SANITARY SEWER	Mon 6/12/23	Fri 6/23/23	
5	FORCE MAIN	Mon 6/26/23	Fri 7/7/23	
6	FINAL ACCEPTANCE	Mon 7/10/23	Fri 10/20/23	



Project: RT PARCEL 19 Bid SCHEDULE
Date: Thu 4/27/23

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

Award #3 10/19/2023 Supporting Documents

2021-1551

Rivertown Parcel 19

Number	Bid Item	Burnham Construction Inc.	Grimes Utilities, Inc.	Jax Dirtworks, Inc.	JEA Estimate
1	Duplex lift station	\$560,562.34	\$803,126.00	\$638,727.62	\$897,223.00
2	Force main	\$250,597.78	\$184,568.00	\$133,702.97	\$292,329.00
	Contingency				\$59,478.00
	Total	\$811,160.12	\$987,694.00	\$772,430.59	\$1,249,030.00

Note: Jax Dirtworks bid was rejected by the developer based on performance issues on another phase of the Rivertown project.

DEVELOPER AND UTILITY SERVICE AGREEMENT

THIS DEVELOPER AND UTILITY SERVICE AGREEMENT (this "Agreement") is made and entered into on this 22nd day of December, 2004, by and between **THE ST. JOE COMPANY**, a Florida corporation, whose address is 245 Riverside Avenue, Suite 500, Jacksonville, Florida 32202 (the "Developer"), and **JEA**, whose address is 21 West Church Street, Jacksonville, Florida 32202.

RECITALS:

WHEREAS, Developer is the owner and developer of a parcel of real property located in St. Johns County, Florida and more particularly described on the attached **Exhibit "A"** ("RiverTown Property"), which has been approved as a Development of Regional Impact, pursuant to St. Johns County Resolution No. 2004-45, as may be amended from time to time.

WHEREAS, Developer intends to construct certain improvements on RiverTown Property which are more particularly described on the attached **Exhibit "B"** (the "RiverTown Development Plan"), which will require Water, Sewer, and Reclaimed Water Capacity as described and defined in this Agreement.

WHEREAS, Water, Sewer, and Reclaimed Water Capacity for the RiverTown Property is outlined in the capacity and phasing schedule, as defined below, and shall be provided in the manner described below subject to the terms and conditions provided in this Agreement.

WHEREAS, Developer and JEA desire to extend JEA's water, wastewater, and reclaimed water system ("JEA System" or "JEA Utility System") to serve the RiverTown Property and to provide capacity in JEA's water and wastewater treatment plants and in JEA's reclaimed water facilities.

WHEREAS, 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 RiverTown 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 “Bungalow District” means that area labeled as the Bungalow District on **Exhibit D.**

2.3 “CDD” means any Community Development District having jurisdiction over the RiverTown Property as defined in Section 12.1 hereof.

2.4 “Cove District” means the area labeled as the Cove District on **Exhibit D.**

2.5 “Customer Installation” means all facilities on the customer’s side of the Point of Delivery.

2.6 “Developer” means The St. Joe Company, a Florida corporation, its successors and assigns.

2.7 “Developer’s Engineer” means the Florida licensed, registered professional engineer selected by Developer, or its successors and assigns from time to time.

2.8 “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 RiverTown Property consisting of all Water, Sewer, and Reclaimed Water facilities located on the RiverTown Property that are not part of JEA Onsite Improvements or JEA System Improvements, as defined below.

2.9 “Development Order” means St. Johns County Board of County Commissioners Resolution No. 2004-45, a development order for RiverTown, a development of regional impact.

2.10 “Development Unit” means a part of the RiverTown 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.

2.11 “Facility Site” means that certain 4-acre site to be conveyed to JEA pursuant to the Sale Agreement.

2.12 “FDEP” means the Florida Department of Environmental Protection, an agency of the State of Florida, or any successor agency.

2.13 “FDOT means the Florida Department of Transportation.

2.14 “GPD” means gallons per day on an annual average basis.

2.15 “JEA Onsite Improvements” means that portion of the Water, Sewer, and Reclaimed Water facilities to be constructed within the RiverTown 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 RiverTown Property, as may be modified by JEA within one hundred 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.

2.16 “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.

2.17 “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 RiverTown Property which are located outside of the RiverTown Property and those improvements located within the RiverTown Property as more particularly described on **Exhibit “E.”**

2.18 “Lot or Tract” means each separate subdivided building site.

2.19 “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.

2.20 “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.

2.21 “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.

2.22 “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 to all retail customers within the RiverTown Property.

2.23 “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.

2.24 “RiverTown 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.

2.25 “RiverTown DRI” means the RiverTown Development of Regional Impact, as approved in St. Johns County Board of County Commissioners Resolution No. 2004-45.

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

2.27 “RiverTown Property” means the real property described on **Exhibit “A.”**

2.28 “RiverTown PUD” means the RiverTown Planned Unit Development following its approval by the St. Johns County Board of County Commissioners.

2.29 “Sale Agreement” means that certain Agreement of Purchase and Sale of Water and Wastewater Assets between St. Joe Utilities Company, Developer, and JEA executed the same date as this Agreement.

2.30 “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.

2.31 “Service Notice” means the written notice Developer provides to JEA of Developer’s intent to commence construction of a Development Unit within the RiverTown Property.

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

2.33 “SJRWMD” means the St. Johns River Water Management District.

2.34 “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.

2.35 “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.

2.36 “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.

2.37 “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 RiverTown 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 RiverTown 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 RiverTown Property.

2.38 “Well Site” means the well site described on **Exhibit “G”** and shown on the Map attached as **Exhibit “H.”**

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 RiverTown Capacity and Phasing Schedule. The Developer may not modify the RiverTown Capacity and Phasing Schedule without 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 or rejection of any 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 as identified by JEA in its written response and shall resubmit the corrected or modified Plans and Specifications to JEA for further review within thirty (30) days of receipt of comments from JEA. JEA shall have, in case of each submittal, thirty (30) days from receipt of any Plans and Specifications 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

(including, but not limited to, FDEP, SJRWMD, applicable FDOT, County right-of-way permits, railroad crossing approvals, etc.) and will submit to JEA one copy of each permit issued for the project.

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 as depicted in the JEA-approved Plans and Specifications and in accordance with the Manuals.

3.5 Prior to commencement of construction of any JEA Onsite Improvements, Developer shall comply with Section 3.9 and 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 Except as set forth in Section 3.7, JEA and Developer shall follow the payment procedures set forth in this Section 3.6.

3.6.1 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. Developer may cause the construction of the JEA Onsite Improvements to be performed pursuant to a schedule mutually agreed to by the parties hereto.

3.6.2 Developer shall submit an application for payment to JEA for construction of a portion of JEA Onsite Improvements and JEA shall complete its review within fifteen (15) business days of the submittal of the application. Upon satisfactory review of the Developer's application for payment by JEA's construction inspector, not later than thirty (30) business days from satisfactory application for payment, JEA shall make a fifty percent (50%) progress payment on account of the contract price as to such JEA Onsite Improvements within thirty (30) business days of the submittal of the application. This fifty percent (50%) payment shall be measured by the Schedule of Values.

3.6.3 In the event that JEA reasonably determines that there is a deficiency in an application for payment under the terms of this Agreement, JEA shall notify Developer within fifteen (15) business days of the submittal of the application of all deficiencies in such application. Developer shall resubmit the application for payment and JEA shall conduct its review, notification and payment procedures for the revised application as set forth above.

3.6.4 Upon satisfactory completion of the work in accordance with the project closeout and acceptance process for the portion of the JEA Onsite Improvements, the Developer shall submit to JEA a request for final payment for the balance of the contract amount for such portion. JEA shall complete its review of the request for final payment within fifteen (15) business days of the submittal of the request. Upon review and approval by the JEA project manager, JEA will pay the balance of the lump sum contract price for such portion not later than thirty (30) business days of the submittal of the request for 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 the terms of this Agreement 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 or in the case of unit price work based on the number of units completed.

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 and applicable regulatory requirements.

3.9 Prior to acceptance of any Development Unit or portion of the Developer Onsite Improvements for ownership, operation and maintenance by JEA and prior to

commencement of construction of JEA Onsite Improvements, the Developer shall, with respect to such Development Unit or JEA Onsite Improvements or portion constructed or otherwise provided by the Developer, convey, grant or dedicate (or, as provided in Section 12.1, cause to be conveyed, granted or dedicated as to any property within the RiverTown 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 RiverTown 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 Development Unit 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, all 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 3.10 against the Developer. JEA's right to specific performance shall not limit JEA's right to any other remedy allowed by this Agreement, in equity, or the law.

3.11 The Developer shall be responsible for submitting all required documentation in form approved 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 Developer Onsite 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. All property owners and customers must provide at their expense necessary individual service lines to the Point of Delivery, or JEA will provide such lines for a fee, as a condition precedent to receiving Water, Sewer, and Reclaimed Water service from JEA.

5. Grant of Easements. 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 JEA System lies on the RiverTown 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 RiverTown Property. Nothing contained in this Agreement shall prevent Developer or any subsequent owner of the RiverTown 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 RiverTown 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.

6. Rates, Fees, and Charges. All Water, Sewer and Reclaimed Water Service shall be provided to the RiverTown 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 entire 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 RiverTown 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 RiverTown Property on a non-discriminatory basis with other users or customers in JEA's 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 RiverTown 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 RiverTown Capacity and Phasing Schedule.

7.2 JEA shall provide Water, Sewer and Reclaimed Water service to customers subject to the RiverTown PUD, in accordance with the terms and conditions of this Agreement and in accordance with the RiverTown Capacity and Phasing Schedule at such time

after (i) the completed conveyance by the Developer of Developer Onsite Improvements and the JEA Onsite Improvements to JEA, (ii) the completed conveyance by the Developer of the Facility Site and the Well Site to JEA pursuant to the Sale Agreement, (iii) the physical connection of a given customer installation to the JEA System, and (iv) payment to JEA of all Water, and Sewer Reclaimed Water Capacity Charges and applicable fees, charges, and other costs for the customer installation.

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 RiverTown 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 RiverTown 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 the applicable provisions of Special Conditions 18 and 19 of the Development Order, a copy of which is attached hereto as **Exhibit "F"** and made a part hereof, and including Paragraphs 18(a), 18(b), 18(c), 18(d)(ii), and 19. JEA, 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 RiverTown 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 RiverTown Property shall engage in the business of providing Water, Sewer or Reclaimed Water Capacity to the RiverTown 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 RiverTown Property and to the occupants of each residence, building or unit constructed on the RiverTown Property so long as JEA is not in default under this Agreement and this Agreement remains in full force and effect. Notwithstanding any provision in this Agreement, Developer, its affiliates, successors, and assigns may construct and utilize shallow irrigation wells to provide irrigation water in accordance with the extent allowed by the Development Order and to develop and operate any and all golf courses in the RiverTown Property and Developer may construct and utilize shallow

irrigation wells to otherwise provide irrigation water on a temporary basis in the event that JEA cannot fully provide reclaimed water services to the RiverTown Property.

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 terrorism, 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, their respective authorized successors and assigns, and St. Joe Towns & Resorts, L.P., and no right or cause of action shall accrue by reason of this Agreement to or for the benefit of any third party other than St. Joe Towns & Resorts, L.P., not a party to this Agreement or an authorized successor or assignee of this Agreement. Notwithstanding the foregoing, purchasers of unplatted portions of the RiverTown 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 the breach, the 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 (i) hand delivered to the official designated below, or (ii) upon 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: Christian Blalock, Esq.
Office of General Counsel
City of Jacksonville
117 West Duval Street, Suite 480
Jacksonville, Florida 32202

To Developer: Michael N. Regan
The St. Joe Company
245 Riverside Avenue, Suite 500
Jacksonville, Florida 32203

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 (i) any affiliate of the Developer, or (ii) to a third party in connection with a bona fide sale, lease or other conveyance of either all of the RiverTown Property, or any portion of the RiverTown Property to which the Water and Sewer Capacity or Reclaimed Water Capacity reserved relates; provided, however, that in either event (i) JEA shall be notified in writing of such assignment, and (ii) such assignee assumes (and delivers a signed assumption agreement to JEA in form attached as **Exhibit "I"**) all of the Developer's liabilities and responsibilities under this Agreement as to the portion of the RiverTown 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 RiverTown Property as may be required under Section 3.9 to serve the portion of the RiverTown 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 RiverTown 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 "J."** All other obligations of Developer that do not relate to those portions of the JEA Onsite System or Developer Onsite System to be constructed by such CDD shall remain in full force and effect. 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 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, Florida.

16. Representations and Warranties.

16.1 Developer makes the following representations:

16.1.1 Developer is a Florida corporation validly existing and in good standing in the State of Florida, 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 constitutes a valid and legally binding agreement of Developer enforceable in accordance with its terms.

16.1.3 To the best of Developer's knowledge and belief, 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 and compliance with this Agreement will not violate the terms and conditions of any agreement or instrument to which Developer is a party.

16.1.4 Notwithstanding anything contained in this Agreement to the contrary, Developer makes no representations or warranties as to the St. Johns County/JEA Water and Wastewater Interlocal Agreement dated July 20, 1999, as amended (the "St. Johns/Interlocal Agreement"), except that Developer represents that it has received no notice from St. Johns County as to this Agreement constituting a violation of the St. Johns/Interlocal Agreement.

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 party, 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.

16.2.4 Notwithstanding anything contained in this Agreement to the contrary, JEA makes no representations or warranties as to the St. Johns/Interlocal Agreement, except that JEA represents that it has received no notice from St. Johns County as to this Agreement constituting a violation of the St. Johns/Interlocal Agreement.

17. Use of Alternative Sewage Pumping. In order to minimize impacts on property in the Bungalow District and the Cove District, JEA and Developer agree that alternative sewage pumping systems other than gravity systems may be used in such districts. JEA and Developer shall cooperate to determine appropriate alternative non-gravity systems for such districts and determine the appropriate specifications for such alternative systems. JEA shall serve such alternative systems and treat such alternative systems consistently as JEA treats other such alternative systems attached to the JEA System.

18. No Modification of Consumptive Use Permit, Development Order, RiverTown DRI, or RiverTown PUD.

18.1 The parties acknowledge that the Development Order provides that the well on the Well Site (“Well”) will be used consistent with SJRWMD Consumptive Use Permit No. 51220 and the Development Order, including, but not limited to, Special Conditions 18 and 19, a copy of which is attached as **Exhibit “F.”**

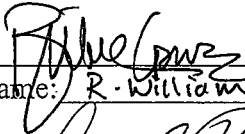
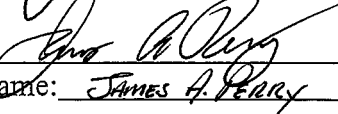

18.2 Except as provided in Section 18.4, JEA shall not make any application or request to SJRWMD or otherwise cause any modification to the Consumptive Use Permit for the Well. Except as provided in Section 18.4, JEA shall not request or cause any modification to the Development Order.

18.3 Except as provided in Section 18.4, JEA shall not request or cause any modification to the RiverTown DRI or the RiverTown PUD.


18.4 After December 31, 2014, JEA may make application or request to SJRWMD for a modification to Consumptive Use Permit No. 51220 that would allow JEA to use the well as a supplemental source for its reclaimed water system to the extent that such modification does not conflict with the Development Order at that time. After December 31, 2014, JEA may also make application or request to the appropriate governmental authorities for modification of the Development Order, RiverTown DRI, or RiverTown PUD which is limited to a specific modification for consistency with the specific modification to Consumptive Use Permit No. 51220 permitted by this Section 18.4. JEA shall be responsible for all costs associated with obtaining such modifications.

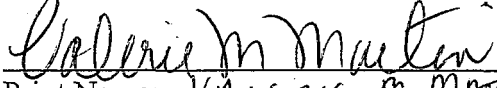
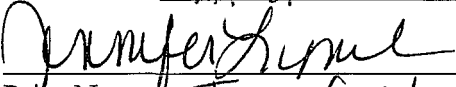
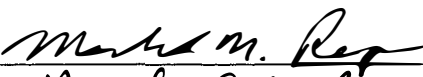
18.5 Developer may, in its sole discretion, support or oppose any of the modifications sought by JEA under this Section 18.

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.

WITNESSES:  Print Name: <u>R. William Crowe</u>  Print Name: <u>JAMES A. PERRY</u>	JEA , a body politic and corporate of the State of Florida By:  James A. Dickenson Its Chief Executive Officer
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FORM APPROVED BY:


Printed: Christian Bledsoe
Office of General Counsel

WITNESSES:  Print Name: <u>VALERIE M. MARTIN</u>  Print Name: <u>Jennifer Lynch</u>	THE ST. JOE COMPANY, a Florida corporation By:  Name <u>Michael N. Regan</u> Its <u>SR Vice President</u>
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LIST OF EXHIBITS

Exhibit "A"	DRI Property (Legal Description)
Exhibit "B"	RiverTown Development Plan (Map H Master Development Plan)
Exhibit "C"	RiverTown Capacity and Phasing Schedule
Exhibit "D"	JEA Onsite Improvements
Exhibit "E"	JEA System Improvements
Exhibit "F"	Special Conditions 18 and 19 of RiverTown Development Order
Exhibit "G"	Well Site Description
Exhibit "H"	Maps Showing Location of Well Site (Existing Location – 16" Well Site and RiverTown Conceptual Site Plan Key Map H)
Exhibit "I"	Partial Assignment and Assumption of Service Agreement
Exhibit "J"	Partial Assignment and Assumption of Service Agreement [(CDD Version)]

EXHIBIT "A"

**DRI PROPERTY
(LEGAL DESCRIPTION)**

Exhibit 1

DRI Property (Legal Description)

LEGAL DESCRIPTION

LEGAL DESCRIPTION PARCEL "A"

TRACT NORTH AND EAST OF STATE ROAD NO. 13

A part of the Hallowes Tract, being a part of the Francis P. Fatio Grant, being a part of Section 44, Township 5 South, Range 26 East, Section 39, Township 5 South, Range 27 East, Section 42, Township 6 South, Range 27 East, St. Johns County, Florida, being more particularly described as follows; for a **POINT OF REFERENCE**, commence at a large blazed cypress tree, said cypress tree standing within the waters of the St. Johns River, being the southwest corner of the lands described in Deed Book "K", Page 347, of the public records of said county, and shown on survey prepared by John F. Young & Associates, Civil Engineers & Surveyors, January 19, 1953; thence South $87^{\circ}10'56''$ East, along the southerly line of said lands described in Deed Book "K", Page 347, a distance of 846.80 feet to an 18 inch blazed live oak, said tree shown on said survey and being locally recognized and accepted as the southeast corner of said lands and the **POINT OF BEGINNING** of the herein described tract; thence North $52^{\circ}53'05''$ East, along the southeasterly line of the lands as shown by said survey and as described in Deed Book "K", Page 347, a distance of 2794.90 feet, to a 2 inch iron pipe in the centerline of an old existing and abandoned railroad grade; thence North $53^{\circ}05'27''$ East, along the southeasterly line of said lands as shown on said survey by John F. Young and Associates and as described in Parcel One of Deed Book 242, Page 512 of the aforementioned public records, a distance of 1231.93 feet, to a 1 inch iron pipe at the intersection with the southerly line of St. Elmo, as recorded in Map Book 1, Page 137 of the aforementioned public records, said line also being the northerly line of the aforementioned Hallowes Tract; thence North $89^{\circ}04'44''$ East, along said south line of St. Elmo and said north line of the Hallowes Tract, a distance of 883.69 feet to a point; thence departing last described line the following thirteen (13) courses and distances: thence North $03^{\circ}55'07''$ East, a distance of 223.88 feet to a point; thence North $28^{\circ}08'31''$ East, a distance of 230.63 feet to a point; thence North $19^{\circ}50'07''$ East, a distance of 43.196 feet to a point; thence North $85^{\circ}18'09''$ West, a distance of 65.01 feet to a point; thence North $34^{\circ}07'42''$ West, a distance of 98.40 feet to a point; thence North $1^{\circ}32'29'50''$ East, a distance of 79.61 feet to a point; thence North $63^{\circ}04'53''$ East, a distance of 36.01 feet to a point; thence North $12^{\circ}39'50''$ West, a distance of 167.86 feet to a point; thence North $68^{\circ}05'14''$ West, a distance of 51.93 feet to a point; thence North $45^{\circ}50'59''$ East, a distance of 103.39 feet to a point; thence North $41^{\circ}08'43''$ West, a distance of 99.33 feet to a point; thence North $24^{\circ}57'04''$ West, a distance of 92.36 feet to a point; thence North $16^{\circ}20'09''$ East, a distance of 200.76 feet to a point on the southerly right-of-way line of Bombing

71 Parcel # 85-2-4 CARW-415, dated December 13, 1985; thence South 40°12'14" West, along said southeasterly line of Section 39, a distance of 6293.68 feet to a concrete monument at the intersection with the easterly line of Section 29, Township 5 South, Range 27 East of said county as established by said survey by Loren N. Jones; thence South 40°11'18" West, continuing along said southeasterly line of Section 39 as established by Loren N. Jones, a distance of 2321.16 feet to a 3 inch iron pipe filled with concrete at the intersection with the southerly line of said Section 29; thence South 40°20'17" West, along said southeasterly line of Section 39, a distance of 5424.32 feet to a concrete monument set by St. Joe Paper Company at the intersection with the northerly line of Section 40, Township 5 South, Range 27 East of said county; thence South 41°31'06" West, along said southeasterly line of Section 39 and along the southeasterly line of aforementioned Section 42, a distance of 2198.78 feet to a point being on the northerly right-of-way line of State Road No. 13 (a 100 foot wide right-of-way, as now established) and being a point on a curve concave northeasterly, having a radius of 22,964.82 feet; thence, along last said northerly right-of-way line the following nine (9) courses and distances: thence, along and around the arc of last described curve, through a central angle of 00°20'09", an arc distance of 134.61 feet, to a point of tangency, last described curve being subtended by a chord bearing and distance of North 64°34'55" West, 134.56 feet; thence North 64°45'00" West, a distance of 6281.57 feet, to a point of curvature on a curve concave northeasterly, having a radius of 1403.64 feet; thence, along and around the arc of said curve, through a central angle of 79°15'00", an arc distance of 1941.48 feet, to a point of tangency, last described curve being subtended by a chord bearing and distance of North 25°07'29" West, 1790.37 feet; thence North 14°30'00" East, a distance of 457.43 feet, to a point of curvature on a curve concave southwesterly, having a radius of 1482.22 feet; thence along and around the arc of said curve, through a central angle of 62°29'00", an arc distance of 1616.42 feet, to a point of tangency, last described curve being subtended by a chord bearing and distance of North 16°44'30" West, 1537.50 feet; thence North 47°59'00" West, a distance of 1739.90 feet, to a point of curvature on a curve concave southwesterly, having a radius of 2914.90 feet; thence along and around the arc of said curve, through a central angle of 42°24'00", an arc distance of 2157.08 feet, to a point of tangency, last described curve being subtended by a chord bearing and distance of North 39°11'00" West, 2108.19 feet; thence South 39°37'00" West, a distance of 2739.90 feet, to a point of curvature on a curve concave northeasterly, having a radius of 1382.69 feet; thence, along and around the arc of said curve, through a central angle of 08°50'38", an arc distance of 213.43 feet, to a point on last described curve, last described curve being subtended by a chord bearing and distance of North 85°57'41" West, 213.22 feet; said point also being the southwesterly corner of the lands described in Deed Book 179, Page 505 of the aforementioned public records; thence North 38°11'22" East, along the southeasterly line of said lands, a distance of 648.60 feet, to a 1 ½ inch iron pipe filled with concrete being the southeast corner of said lands; thence North 52°50'59" West,

along the northeasterly line of said lands, a distance of 1332.27 feet, to a 2 inch iron pipe being the northeast corner of said lands; thence South 87°57'44" West, along the northerly line of said lands, a distance of 516.85 feet, to a 1 ½ inch iron pipe at the intersection with the easterly right of way line of said State Road No. 13, said point also being the northwest corner of said lands and being a point on a curve concave easterly, having a radius of 1382.69 feet; thence, along said easterly right-of-way line, the following four (4) courses and distances: thence, along and around the arc of last said curve, through a central angle of 13°53'16", an arc distance of 335.15 feet to a point of tangency, last described curve being subtended by a chord bearing and distance of North 03°58'22" East, 334.33 feet; thence North 10°55'00" East, a distance of 1169.27 feet to a point of curvature of a curve concave westerly, having a radius of 2914.89 feet; thence, along and around the arc of said curve, through a central angle of 20°40'00", an arc distance of 1051.40 feet to a point of tangency, last described being subtended by a chord bearing and distance of North 00°35'00" East, 1045.71 feet; thence North 09°45'00" West, a distance of 2120.71 feet, to a point; thence South 88°41'33" East, departing said easterly line, a distance of 290.79 feet to the **POINT OF BEGINNING**.

The lands thus described, contains 3,714.48 acres, more or less, in area.

Together with all riparian rights thereunto belonging or in anywise appertaining.

LEGAL DESCRIPTION PARCEL "B"
TRACT SOUTH AND WEST OF STATE ROAD NO. 13

A part of the Hallows Tract, being a part of the Francis P. Fatio Grant, being a part of Section 44, Township 5 South, Range 26 East, Section 39, Township 5 South, Range 27 East, Section 42, Township 6 South, Range 27 East, St. Johns County, Florida, being more particularly described as follows: for a **POINT OF BEGINNING**, commence at the intersection of the southerly right-of-way line of State Road No. 13 (a 100 foot wide right-of-way, as now established, with the southeasterly line of said Section 39; thence South 41°31'06" West, along said southeasterly line, a distance of 1,084 feet more or less, to the mean high water line on the easterly shore of the St. Johns River; thence along said mean high water line, traveling in a northwesterly direction, a distance of 17,180 feet, more or less, to a three (3) inch iron pipe at the intersection with the southeasterly line of the lands described in Official Records Volume 8, Page 321 of the current public records of St. Johns County, Florida; thence North 44°10'14" East, departing said mean high water line, a distance of 873 feet more or less, to a 3 inch iron pipe at the southeast corner of said lands; thence North 04°44'16" West, along the easterly line of said lands, also being the easterly line of the lands intended to be described in and by that certain deed recorded in Deed Book 107, Page 495 of the aforementioned public records, a distance of 744.19 feet to a three (3) inch iron pipe filled with concrete at the northeast corner of

said lands; thence South 89°51'57" West, along the northerly line of said lands, a distance of 425.69 feet, to the intersection with the easterly line of the lands as described in Official Records Volume 4, Page 66 of the aforementioned public records; thence North 09°01'23" West, along the easterly line of said lands, a distance of 1528.20 feet to an angle point in said easterly line; thence North 10°58'37" East, continuing along the easterly line of said lands, a distance of 563.94 feet, to the southerly right-of-way line of aforementioned State Road No. 13, said point also being a point on a curve concave northerly, having a radius of 1482.69 feet; thence, continuing along said southerly right-of-way line the following nine (9) courses and distances: thence, along and around the arc of said curve, through a central angle of 02°17'40", an arc distance of 59.38 feet, to a point of tangency, last described curve being subtended by a chord bearing and distance of South 89°14'10" East, 59.37 feet; thence North 89°37'00" East, a distance of 2739.90 feet, to a point of curvature on a curve concave southwesterly, having a radius of 2814.90 feet; thence, along and around the arc of said curve, through a central angle of 42°24'00", an arc distance of 2083.08 feet, to a point of tangency; last described curve being subtended by a chord bearing and distance of South 69°11'00" East, 2035.87 feet; thence South 47°59'00" East, a distance of 1739.90 feet, to a point of curvature on a curve concave southwesterly, having a radius of 1382.22 feet; thence, along and around the arc of said curve, through a central angle of 62°29'00", an arc distance of 1507.37 feet, to a point of tangency, last described curve being subtended by a chord bearing and distance of South 16°44'30" East, 1433.77 feet; thence South 14°30'00" West, a distance of 457.43 feet, to a point of curvature on a curve concave northeasterly, having a radius of 1503.64 feet; thence, along and around the arc of said curve, through a central angle of 79°15'00", an arc distance of 2079.79 feet, to a point of tangency, last described curve being subtended by a chord bearing and distance of South 25°07'29" East, 1917.92 feet; thence South 64°45'00" East, a distance of 6281.57 feet, to a point of curvature on a curve concave southwesterly, having a radius of 23,064.82 feet; thence, along and around the arc of said curve, through a central angle of 00°15'44", an arc distance of 105.56, to the **POINT OF BEGINNING**, last described curve being subtended by a chord bearing and distance South 64°52'52" East, 105.56 feet.

The lands thus described, contains 447.91 acres, more or less, in area.

Together with all riparian rights thereunto belonging or in anywise appertaining.

LEGAL DESCRIPTION PARCEL "C"

TRACT SOUTH AND WEST OF STATE ROAD NO. 13

A part of the Hallows Tract, being a part of the Francis P. Fatio Grant, being a part of Section 44, Township 5 South, Range 26 East, Section 39, Township 5 South, Range 27 East, Section 42, Township 6 South, Range 27 East, St. Johns County,

Award #3 10/19/2023 Supporting Documents

Florida, being more particularly described as follows; for a **POINT OF BEGINNING**, commence at the northeasterly corner of Remington Park, according to the plat thereof recorded in Map Book 7, Page 1 of the public records of St. Johns County, Florida, said point also being on the southerly right-of-way line of State Road No. 13 (a 100 foot wide right-of-way, as now established) and being a point on a curve concave northerly, having a radius of 1482.69 feet; thence, along and around the arc of said curve, through a central angle of $07^{\circ}34'52''$, an arc distance of 196.18 feet, to a point on said curve, said point also being at the northwesterly corner of a tract of land conveyed per instrument recorded in Official Records Volume 4, Page 66 of said public records, last described curve being subtended by a chord bearing and distance of South $83^{\circ}07'35''$ East, 196.04 feet; thence, along the westerly line of said lands, the following two (2) courses and distances: thence South $10^{\circ}58'37''$ West, a distance of 564.76 feet, to an angle point in said westerly line; thence South $09^{\circ}01'23''$ East, a distance of 1528.80 feet to the intersection with the northerly line of those lands conveyed per instrument recorded in deed book 107, page 495 of said public records; thence South $89^{\circ}51'57''$ West, along the northerly line of said lands, a distance of 130.32 feet to a point being located at the northwesterly corner of said lands; thence South $08^{\circ}45'36''$ West, along the westerly line of said lands, a distance of 630.88 feet, to a point being located at the northeasterly corner of the lands as described in Official Records Volume 412, Page 549, of said public records; thence South $78^{\circ}05'22''$ West, along the northerly line of said lands, a distance of 383 feet, more or less to a point being located on the mean high water line on the easterly shore of the St. Johns River; thence, along said mean high water line, traveling in a northerly direction, a distance of 2,369 feet, more or less to a point being located on the easterly line of aforesaid Remington Park; thence, North $38^{\circ}44'59''$ East, along said easterly line, a distance of 783 feet, more or less, to the **POINT OF BEGINNING**.

The lands thus described, contains 23.11 acres, more or less, in area.

Together with all riparian rights thereunto belonging or in anywise appertaining.

EXHIBIT "B"

**RIVERTOWN DEVELOPMENT PLAN
(MAP H MASTER DEVELOPMENT PLAN)**

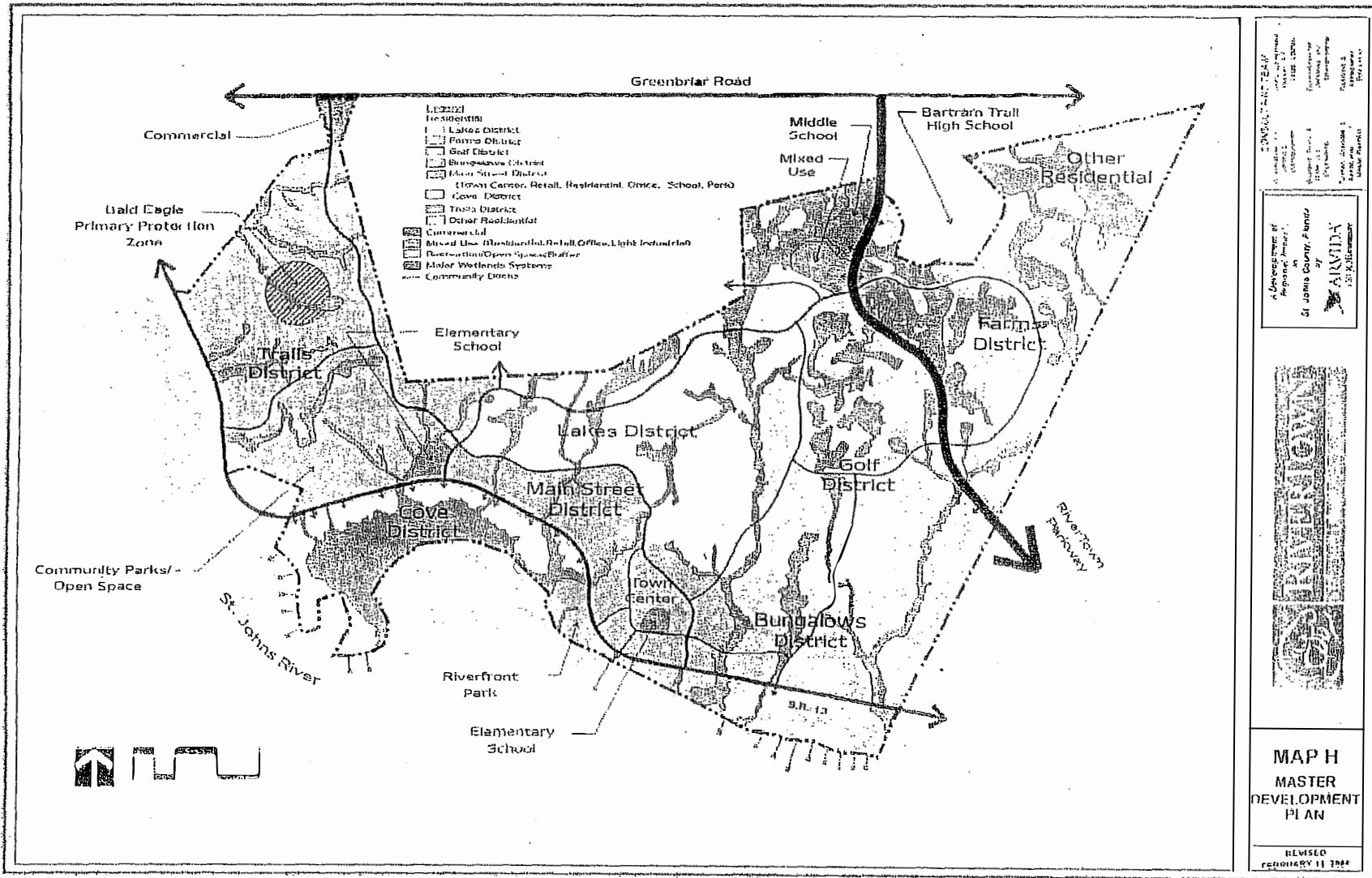


EXHIBIT "B"

EXHIBIT "C"

RIVERTOWN CAPACITY AND PHASING SCHEDULE

EXHIBIT C
RIVERTOWN
ESTIMATED CAPACITY AND PHASING SCHEDULE

Year/Land Use	Water		Wastewater		Reuse	
	Yearly by land use	Cumulative use from all categories	Yearly by land use	Cumulative use from all categories	Yearly by land use	Cumulative use from all categories
	ADF* (MGD)	ADF* (MGD)	ADF* (MGD)	ADF* (MGD)	ADF* (MGD)	ADF* (MGD)
2006						
Single Family	0.1540	0.1540	0.1232	0.1232	0.0792	0.0792
Multi-Family	0.0240	0.1780	0.0184	0.1416	0.0060	0.0852
Retail	0.0016	0.1796	0.0016	0.1432	0.0010	0.0862
Office	0.0016	0.1812	0.0016	0.1448	0.0010	0.0872
Light Industrial	0.0010	0.1822	0.0002	0.1450	0.0010	0.0882
Golf Course (18 holes)	0.0250	0.2072	0.0250	0.1700	0.6500	0.7382
Parks	0.0010	0.2082	0.0010	0.1710	0.0950	0.8332
<i>Yearly Sub-Total</i>	<i>0.2082</i>		<i>0.1710</i>		<i>0.8332</i>	
2007						
Single Family	0.1540	0.3622	0.1232	0.2942	0.0792	0.9124
Multi-Family	0.0240	0.3862	0.0184	0.3126	0.0060	0.9184
Retail	0.0016	0.3878	0.0016	0.3142	0.0010	0.9194
Office	0.0016	0.3894	0.0016	0.3158	0.0010	0.9204
Light Industrial	0.0010	0.3904	0.0002	0.3160	0.0010	0.9214
Schools	0.0390	0.4294	0.0390	0.3550	0.0330	0.9544
<i>Yearly Sub-Total</i>	<i>0.2212</i>		<i>0.1840</i>		<i>0.1212</i>	
2008						
Single Family	0.1540	0.5834	0.1232	0.4782	0.0792	1.0336
Multi-Family	0.0240	0.6074	0.0184	0.4966	0.0060	1.0396
Retail	0.0016	0.6090	0.0016	0.4982	0.0010	1.0406
Office	0.0016	0.6106	0.0016	0.4998	0.0010	1.0416
Light Industrial	0.0010	0.6116	0.0002	0.5000	0.0010	1.0426
<i>Yearly Sub-Total</i>	<i>0.1822</i>		<i>0.1450</i>		<i>0.0882</i>	
2009						
Single Family	0.1540	0.7656	0.1232	0.6232	0.0792	1.1218
Multi-Family	0.0240	0.7896	0.0184	0.6416	0.0060	1.1278
Retail	0.0016	0.7912	0.0016	0.6432	0.0010	1.1288
Office	0.0016	0.7928	0.0016	0.6448	0.0010	1.1298
Light Industrial	0.0010	0.7938	0.0002	0.6450	0.0010	1.1308
<i>Yearly Sub-Total</i>	<i>0.1822</i>		<i>0.1450</i>		<i>0.0882</i>	
2010						
Single Family	0.1540	0.9478	0.1232	0.7682	0.0792	1.2100
Multi-Family	0.0240	0.9718	0.0184	0.7866	0.0060	1.2160
Retail	0.0016	0.9734	0.0016	0.7882	0.0010	1.2170
Office	0.0016	0.9750	0.0016	0.7898	0.0010	1.2180
Light Industrial	0.0010	0.9760	0.0002	0.7900	0.0010	1.2190
<i>Yearly Sub-Total</i>	<i>0.1822</i>		<i>0.1450</i>		<i>0.0882</i>	

* ADF - Average Daily Flow, from ADA

EXHIBIT C
RIVERTOWN
ESTIMATED CAPACITY AND PHASING SCHEDULE

Year/Land Use	Water		Wastewater		Reuse	
	Yearly by land use	Cumulative use from all categories	Yearly by land use	Cumulative use from all categories	Yearly by land use	Cumulative use from all categories
	ADF* (MGD)	ADF* (MGD)	ADF* (MGD)	ADF* (MGD)	ADF* (MGD)	ADF* (MGD)
2011						
Single Family	0.1050	1.0810	0.0840	0.8740	0.0540	1.2730
Multi-Family	0.0240	1.1050	0.0184	0.8924	0.0060	1.2790
Retail	0.0074	1.1124	0.0076	0.9000	0.0050	1.2840
Office	0.0016	1.1140	0.0016	0.9016	0.0010	1.2850
Light Industrial	0.0010	1.1150	0.0010	0.9026	0.0010	1.2860
<i>Yearly Sub-Total</i>	<i>0.1390</i>		<i>0.1126</i>		<i>0.0670</i>	
2012						
Single Family	0.1050	1.2200	0.0840	0.9866	0.0540	1.3400
Multi-Family	0.0240	1.2440	0.0184	1.0050	0.0060	1.3460
Retail	0.0074	1.2514	0.0076	1.0126	0.0050	1.3510
Office	0.0016	1.2530	0.0016	1.0142	0.0010	1.3520
Light Industrial	0.0010	1.2540	0.0010	1.0152	0.0010	1.3530
Schools	0.0140	1.2680	0.0140	1.0292	0.0110	1.3640
<i>Yearly Sub-Total</i>	<i>0.1530</i>		<i>0.1266</i>		<i>0.0780</i>	
2013						
Single Family	0.1050	1.3730	0.0840	1.1132	0.0540	1.4180
Multi-Family	0.0240	1.3970	0.0184	1.1316	0.0060	1.4240
Retail	0.0074	1.4044	0.0076	1.1392	0.0050	1.4290
Office	0.0016	1.4060	0.0016	1.1408	0.0010	1.4300
Light Industrial	0.0010	1.4070	0.0010	1.1418	0.0010	1.4310
<i>Yearly Sub-Total</i>	<i>0.1390</i>		<i>0.1126</i>		<i>0.0670</i>	
2014						
Single Family	0.1050	1.5120	0.0840	1.2258	0.0540	1.4850
Multi-Family	0.0240	1.5360	0.0184	1.2442	0.0060	1.4910
Retail	0.0074	1.5434	0.0076	1.2518	0.0050	1.4960
Office	0.0016	1.5450	0.0016	1.2534	0.0010	1.4970
Light Industrial	0.0010	1.5460	0.0010	1.2544	0.0010	1.4980
<i>Yearly Sub-Total</i>	<i>0.1390</i>		<i>0.1126</i>		<i>0.0670</i>	
2015						
Single Family	0.1050	1.6510	0.0840	1.3384	0.0540	1.5520
Multi-Family	0.0240	1.6750	0.0184	1.3568	0.0060	1.5580
Retail	0.0074	1.6824	0.0076	1.3644	0.0050	1.5630
Office	0.0016	1.6840	0.0016	1.3660	0.0010	1.5640
Light Industrial	0.0010	1.6850	0.0010	1.3670	0.0010	1.5650
<i>Yearly Sub-Total</i>	<i>0.1390</i>		<i>0.1126</i>		<i>0.0670</i>	
Total for 2006-2015		1.6850		1.3670		1.5650

* ADF - Average Daily Flow, from ADA

Grand totals are shown in bold

EXHIBIT "D"

JEA ON-SITE IMPROVEMENTS

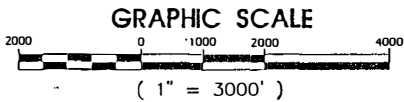
The JEA Onsite Improvements are shown by the solid lines. The other JEA System Improvements are shown by the dash lines.

JEA Onsite Improvements shall not include improvements at the Well Site or the Facility Site or the improvements required to connect such facilities to the JEA System.

JEA System Improvements shall include, but not be limited to, improvements at the Well Site and the Facility Site and the improvements to connect such facilities to the other JEA System improvements.

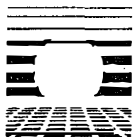
NOTES:

1. THE LOCATIONS, CONFIGURATIONS AND USAGE OF DEVELOPMENT DISTRICTS AND ROADWAYS ARE CONCEPTUAL AND SUBJECT TO FURTHER REFINEMENT.
2. THIS EXHIBIT DEPICTS TOTAL BUILDOUT CONDITIONS.
3. THE LOCATION AND SIZE OF LINES ARE CONCEPTUAL AND SUBJECT TO FINAL DESIGN.



SCHEDULE 1

**RIVERTOWN
JEA'S IMPROVEMENTS
MASTER WATER PLAN**

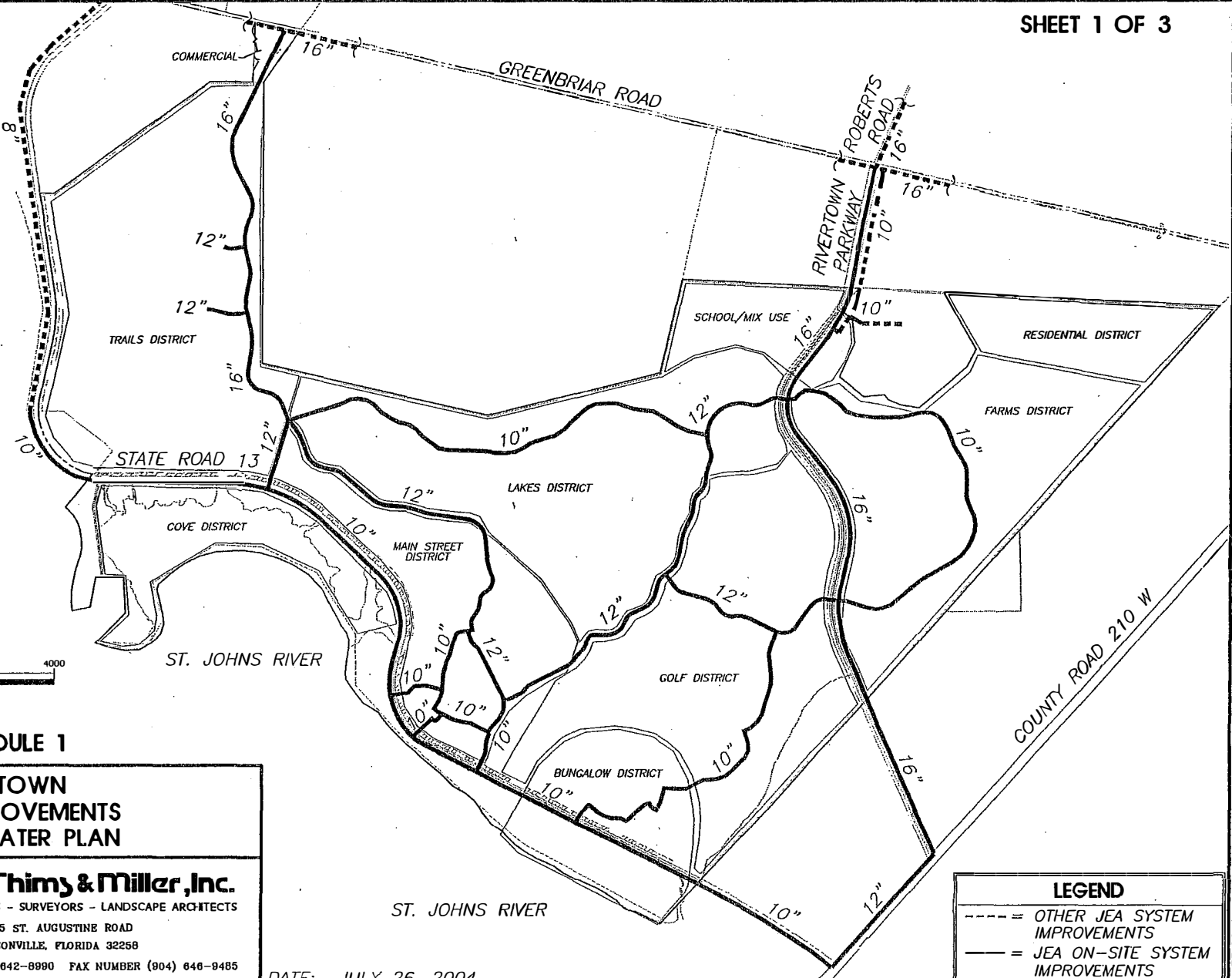


England-Thimby & Miller, Inc.
ENGINEERS - PLANNERS - SURVEYORS - LANDSCAPE ARCHITECTS
14775 ST. AUGUSTINE ROAD
JACKSONVILLE, FLORIDA 32258
PHONE NUMBER (904) 642-8990 FAX NUMBER (904) 646-9485

ST. JOHNS RIVER

DATE: JULY 26, 2004

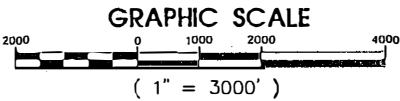
LEGEND	
	OTHER JEA SYSTEM IMPROVEMENTS
	JEA ON-SITE SYSTEM IMPROVEMENTS



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SCHEDULE 2

**RIVERTOWN
JEA'S IMPROVEMENTS
MASTER WASTEWATER PLAN**



England-Thimby & Miller, Inc.

ENGINEERS - PLANNERS - SURVEYORS - LANDSCAPE ARCHITECTS

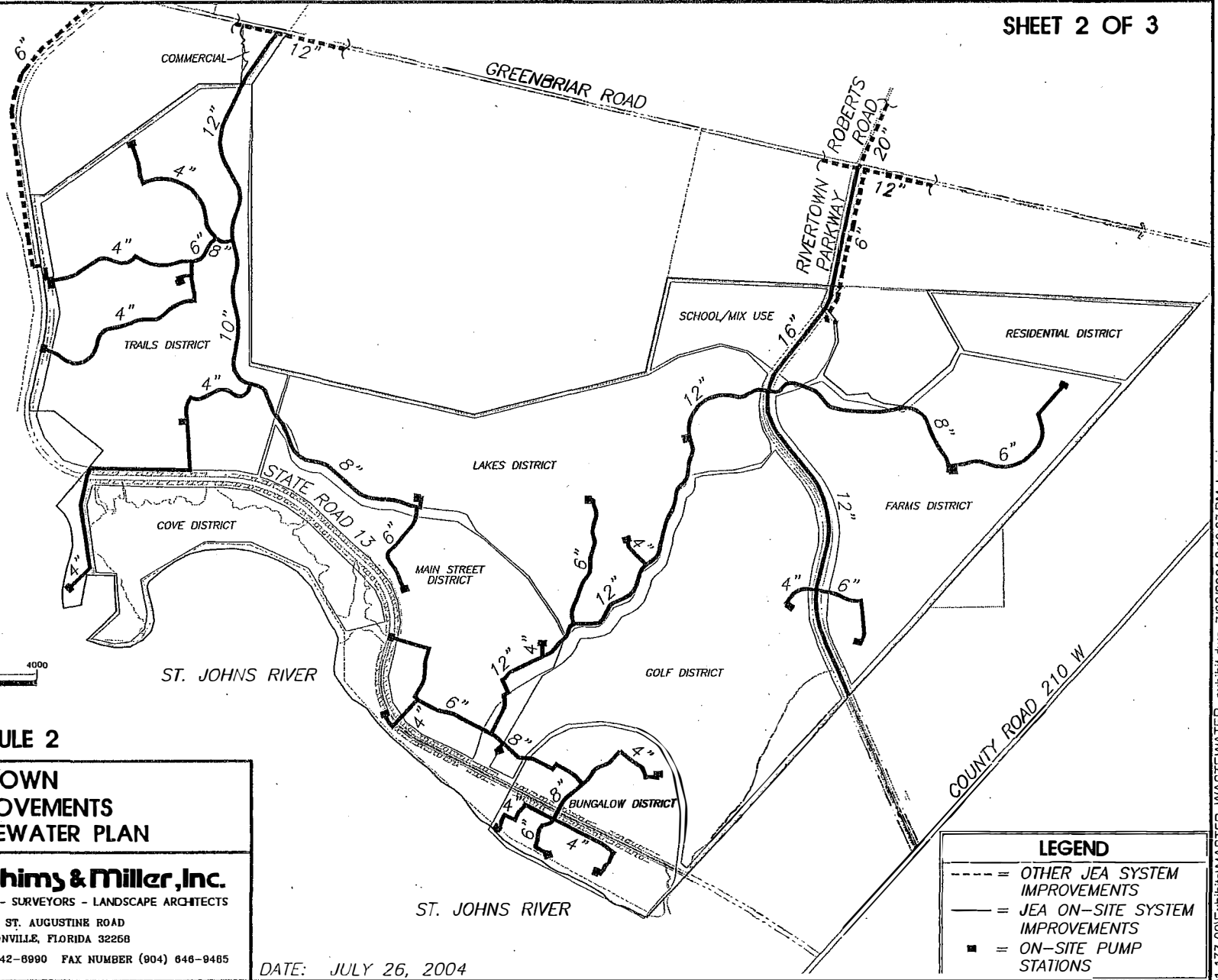
14775 ST. AUGUSTINE ROAD

JACKSONVILLE, FLORIDA 32258

PHONE NUMBER (904) 642-8990 FAX NUMBER (904) 646-9485

ST. JOHNS RIVER

DATE: JULY 26, 2004

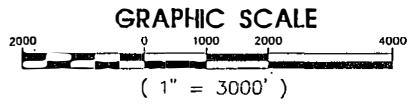
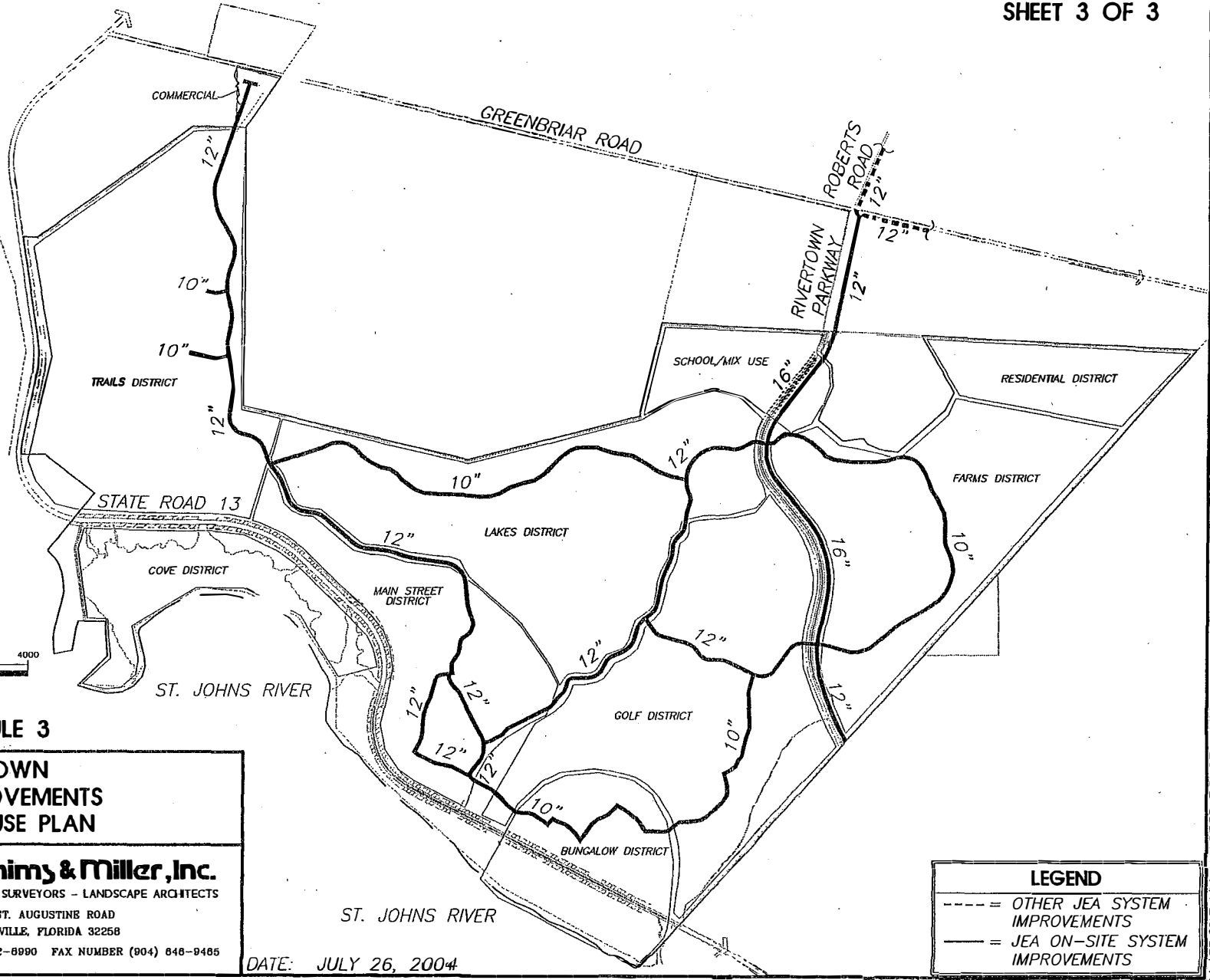


LEGEND

	OTHER JEA SYSTEM IMPROVEMENTS
	JEA ON-SITE SYSTEM IMPROVEMENTS
	ON-SITE PUMP STATIONS

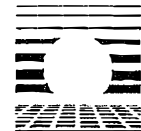
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SCHEDULE 3

**RIVERTOWN
JEA'S IMPROVEMENTS
MASTER REUSE PLAN**



England-Thimby & Miller, Inc.
 ENGINEERS - PLANNERS - SURVEYORS - LANDSCAPE ARCHITECTS
 14775 ST. AUGUSTINE ROAD
 JACKSONVILLE, FLORIDA 32258
 PHONE NUMBER (904) 642-8990 FAX NUMBER (904) 648-9485

DATE: JULY 26, 2004

LEGEND	
---	OTHER JEA SYSTEM IMPROVEMENTS
—	JEA ON-SITE SYSTEM IMPROVEMENTS

EXHIBIT "E"

JEA SYSTEM IMPROVEMENTS

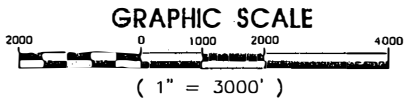
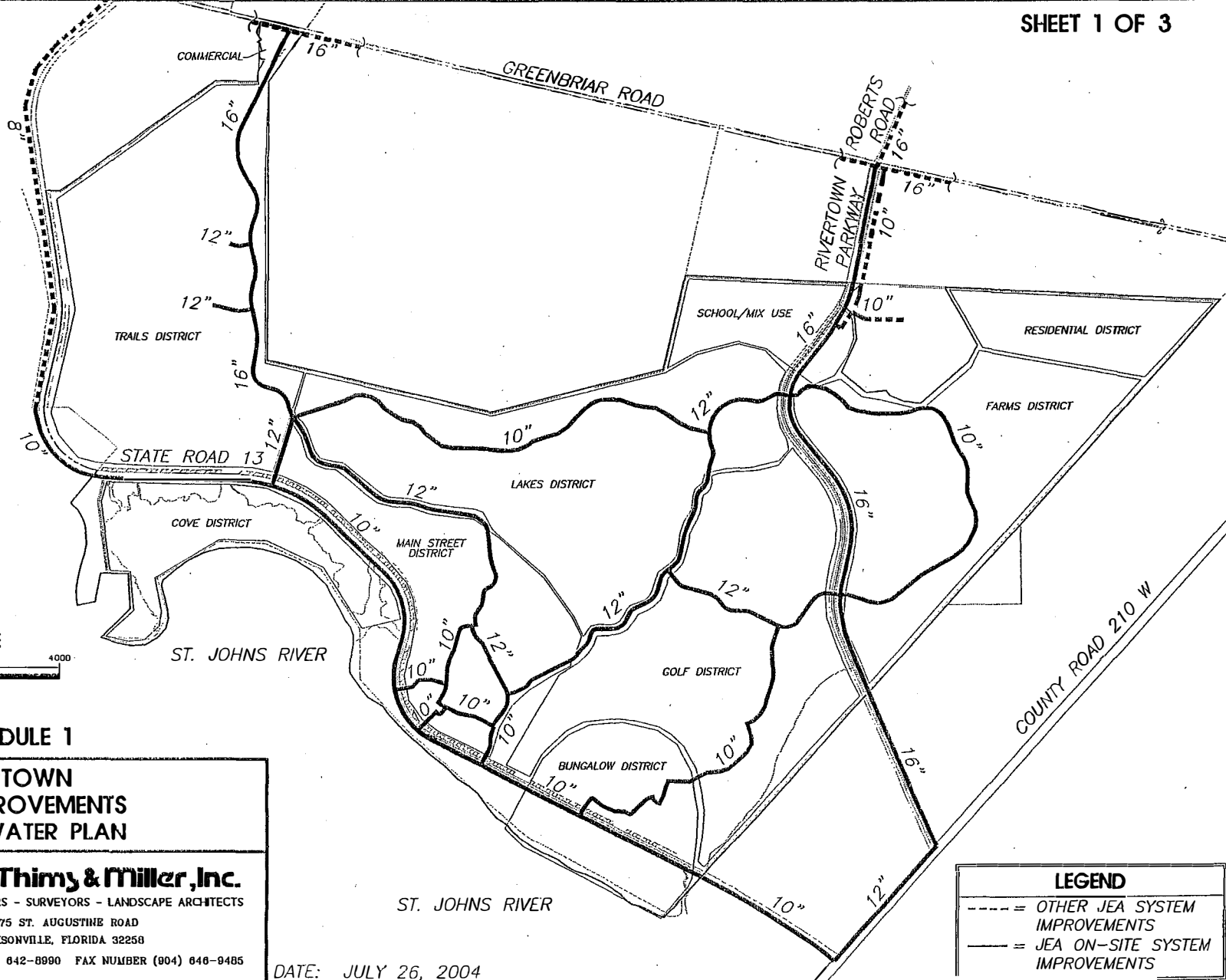
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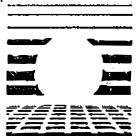
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SCHEDULE 1

**RIVERTOWN
JEA'S IMPROVEMENTS
MASTER WATER PLAN**



England-Thimby & Miller, Inc.
ENGINEERS - PLANNERS - SURVEYORS - LANDSCAPE ARCHITECTS
14775 ST. AUGUSTINE ROAD
JACKSONVILLE, FLORIDA 32258
PHONE NUMBER (904) 642-8990 FAX NUMBER (904) 646-9485

DATE: JULY 26, 2004

LEGEND	
	OTHER JEA SYSTEM IMPROVEMENTS
	JEA ON-SITE SYSTEM IMPROVEMENTS

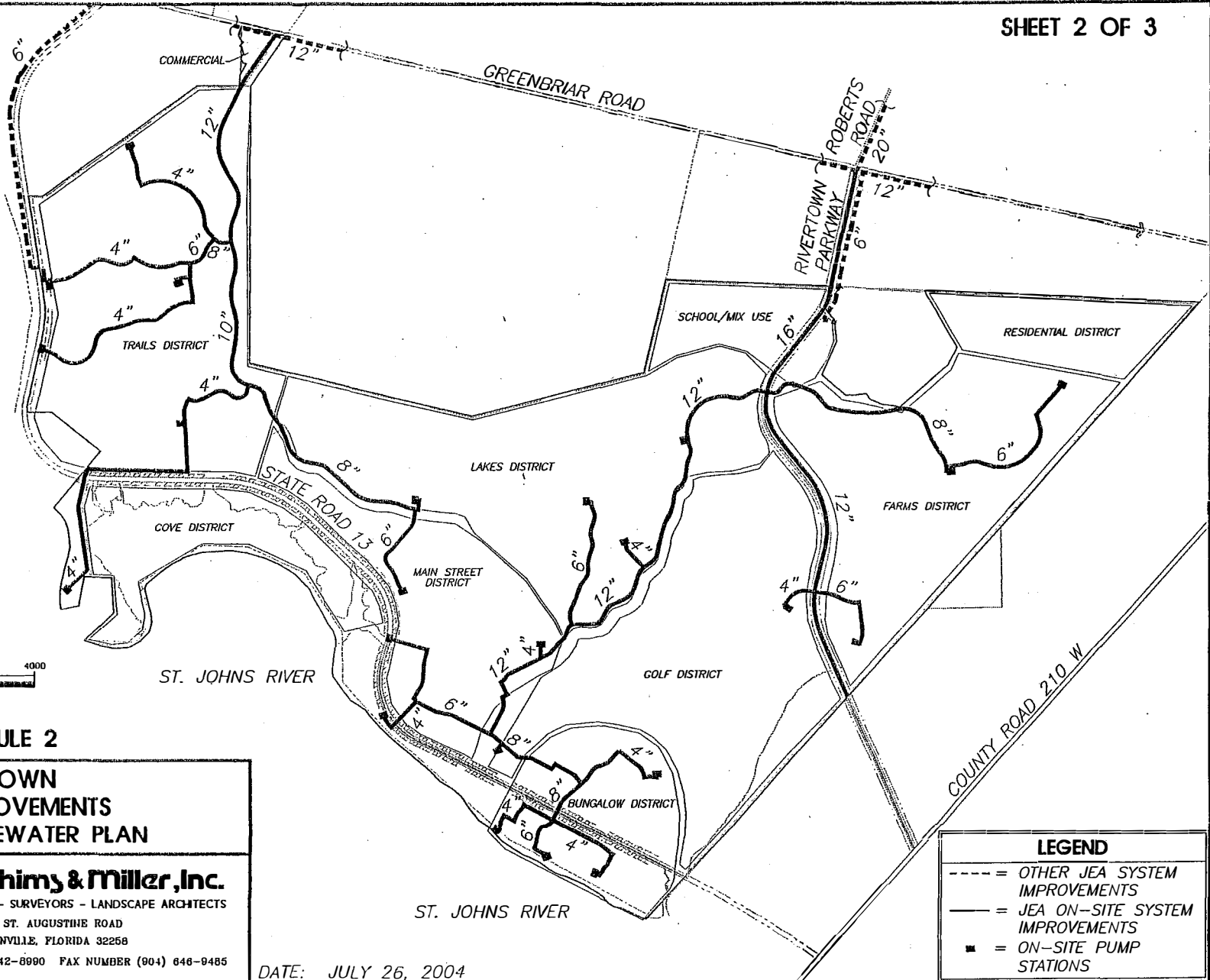
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NOTES:

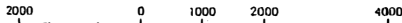
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GRAPHIC SCALE



(1" = 3000')

SCHEDULE 2

**RIVERTOWN
JEA'S IMPROVEMENTS
MASTER WASTEWATER PLAN**



England-Thimby & Miller, Inc.

ENGINEERS - PLANNERS - SURVEYORS - LANDSCAPE ARCHITECTS

14775 ST. AUGUSTINE ROAD
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PHONE NUMBER (904) 642-8990 FAX NUMBER (904) 646-9485

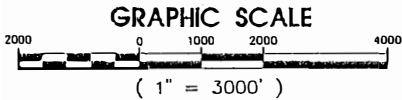
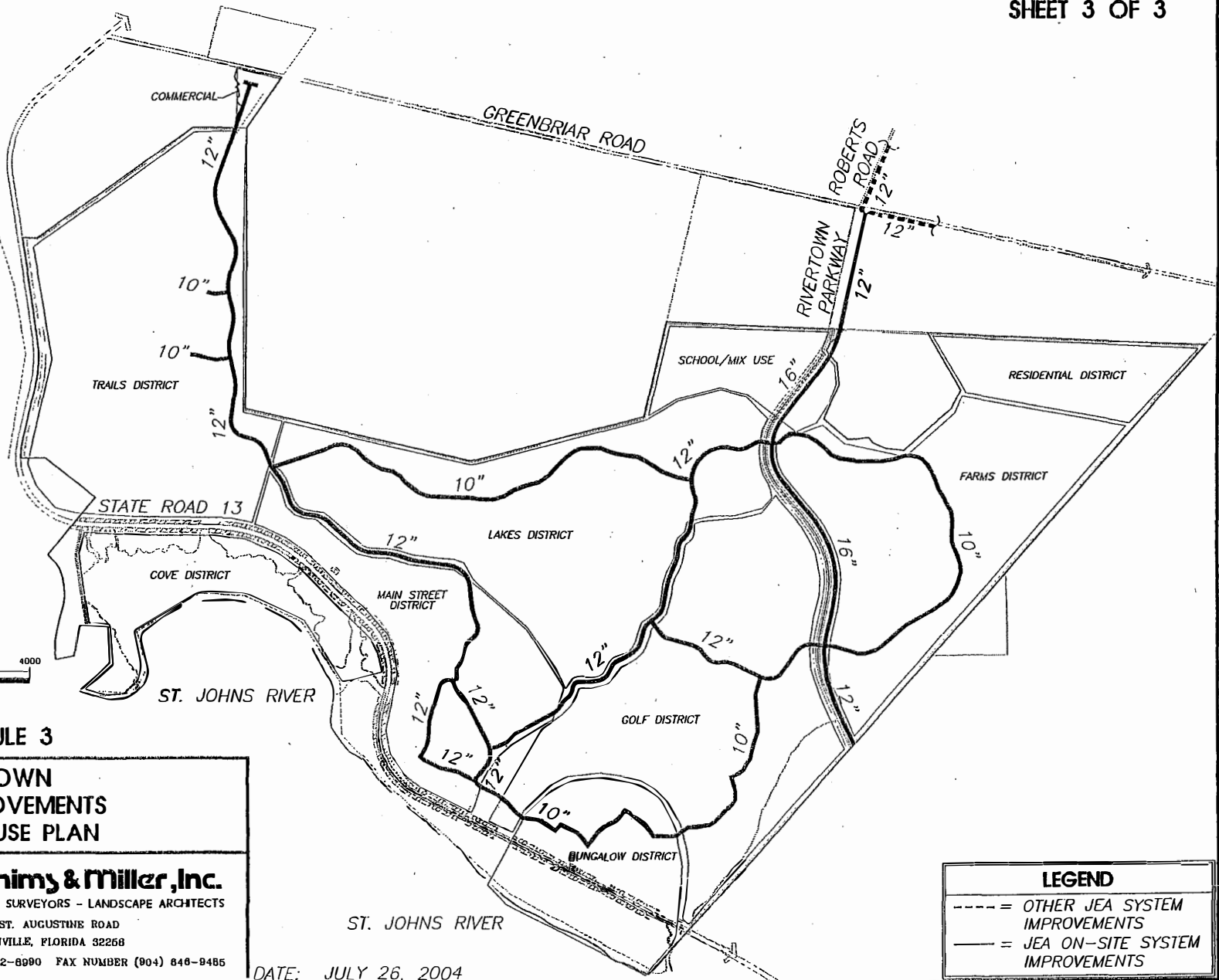
ST. JOHNS RIVER

DATE: JULY 26, 2004

LEGEND	
-----	OTHER JEA SYSTEM IMPROVEMENTS
—————	JEA ON-SITE SYSTEM IMPROVEMENTS
■	ON-SITE PUMP STATIONS

NOTES:

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SCHEDULE 3

**RIVERTOWN
JEA'S IMPROVEMENTS
MASTER REUSE PLAN**

England-Thimly & Miller, Inc.
ENGINEERS - PLANNERS - SURVEYORS - LANDSCAPE ARCHITECTS
14775 ST. AUGUSTINE ROAD
JACKSONVILLE, FLORIDA 32268
PHONE NUMBER (904) 842-6990 FAX NUMBER (904) 848-9485

DATE: JULY 26, 2004

LEGEND	
-----	OTHER JEA SYSTEM IMPROVEMENTS
—————	JEA ON-SITE SYSTEM IMPROVEMENTS

EXHIBIT "F"

**SPECIAL CONDITIONS 18 AND 19 OF
RIVERTOWN DEVELOPMENT ORDER**

RESOLUTION NO. 2004-45

ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS
RESOLUTION NO. 2004-45, A DEVELOPMENT ORDER FOR
RIVERTOWN, A DEVELOPMENT OF REGIONAL IMPACT UNDER
CHAPTER 380, FLORIDA STATUTES; AUTHORIZING
DEVELOPMENT OF APPROXIMATELY 4,170 ACRES IN
NORTHWEST ST. JOHNS COUNTY; ESTABLISHING
MITIGATION REQUIREMENTS FOR REGIONAL IMPACTS
INCLUDING MITIGATION FOR TRANSPORTATION AND
ENVIRONMENTAL IMPACTS, PROVIDING DEVELOPMENT
PHASING AND BUILDOUT DATES; ESTABLISHING AN
EFFECTIVE DATE

LET IT BE KNOWN that, pursuant to Section 380.06 of the Florida Statutes (2003), the St. Johns County Board of County Commissioners has heard at a public hearing held on February 24, 2004, the Application for Development Approval for the proposed RiverTown Development of Regional Impact (“ADA”); and

RECITALS

WHEREAS, the Board of County Commissioners of St. Johns County has considered the Regional Recommendations of the Northeast Florida Regional Council (“NEFRC”) dated February 4, 2004 (“Regional Report”), the recommendations of the St. Johns County staff, and the documents and comments upon the record made before the St. Johns County Board of County Commissioners; and

WHEREAS, the RiverTown Development of Regional Impact (the “DRI” or “RiverTown DRI”) is a proposed mixed use master planned community on approximately 4,170 acres as more specifically described on the attached Exhibit 1 (the “DRI Property”); and

18. **Water Supply.** The Applicant will apply for concurrent stormwater management and consumptive use permits for the golf course to ensure the coordination of interrelated aspects such as the construction of a stormwater system that supports water reuse and minimizes pollutant and volume loading into surface water.

(a) **Potable Water.** A central water supply system will provide water needs for all development within RiverTown. There will be no on-site potable water wells and no surficial aquifer wells except those listed in subsection 19(c) below. Development will occur concurrent with the provision of adequate central potable water service meeting the adopted level of service in the 2015 St. Johns County Comprehensive Plan. No building permits will be issued for development of Phase II until the Developer has provided the County written confirmation from the JEA or subsequent utility provider that adequate water supplies are available to serve the remainder of the proposed development.

(b) **Reuse.** Irrigation demands within RiverTown will be met using reuse water. Reuse water will be the primary source of irrigation for the RiverTown DRI with shallow irrigation wells serving only as a backup source for irrigation. Distribution lines for reuse (nonpotable water) will be installed concurrent with development of the RiverTown DRI for all uses in the DRI (residential and non-residential). The nonpotable distribution system will be developed in parallel to the potable system for all land uses in the RiverTown DRI for utilization when reuse water is available in October 2006. Reuse water will consist of the following sources:

- (i) Wastewater effluent treated to public access standards and delivered to the end user by the utility provider; and
- (ii) Stormwater.

(c) **Wells.** No onsite potable water wells will be located within RiverTown, except the following wells permitted for water use pursuant to that certain CUP Permit #51220: GCI-1, GCI-2, GCI-3, and GCI-4, and self supplied domestic use wells (“Existing Wells”) and those certain wells that may be needed to service remote, isolated golf course or recreational facilities (“Isolated Facility Wells”). The Existing Wells will be used consistent with the CUP Permit and will not be utilized to provide or supplant irrigation needs of any portion of the DRI Property. Irrigation wells will be allowed only as a backup source to the reuse supply system. No ground water will be utilized for surface water level maintenance or decorative uses. Any new wells discovered on the site during the development process will be properly plugged and abandoned in accordance with District rules and regulations when the area around each well is developed, except the Existing Wells. Any wells discovered during the development process will be reported immediately to the District and the County. Any wells not disclosed and reviewed for water use consistent with Chapter 40C-2, F.A.C. must be plugged and abandoned.

(d) **Water Conservation.** Water conservation strategies, including Xeriscape landscaping techniques and low-flow plumbing fixtures will be incorporated in the construction, operation, and maintenance phases of the development and will be included in the covenants and deed restrictions for the project. The conservation strategies will include the following conditions:

- (i) The Developer will use low-flow plumbing fixtures consistent with the Water Conservation Act, 553.14, Florida Statutes (2003).
- (ii) The Developer, property owner’s association, CDD or water utility provider will implement a water conservation education program as specified in Section

12.2.5.1(e) of the St. Johns River Water Management District, Consumptive Use Permitting Applicant's Handbook. The curriculum of the education program will be supplied with the first biennial Monitoring Report and each subsequent Monitoring Report until build out; and

- iii) The Developer will include information on Xeriscape, native vegetation, and drought tolerant vegetation (*SJRWMD Xeriscape Plant Guide*, water conservation guides and *IFAS's Xeriscape Plant Guides* and IFAS's Cooperation Extension Services "*Florida Yards and Neighborhoods*" material) in design guidelines for the project.
- iv) Within project common areas, commercial areas, and multi-family residential complexes, 50% of planted vegetation, by aerial extent, will consist of native, drought tolerant or xeric vegetation in all landscaped areas. Landscaped areas include planted vegetation and mulch; however, they do not include hardscaped areas. Native or drought-resistant plants include those in the District's *Waterwise Florida Landscapes*, the Florida Native Plant Society's list of native landscape plants for St. Johns County, *A Gardner's Guide to Florida's Native Plants* (Osorio 2001), or comparable guidelines prepared by the Florida Dept. of Agriculture and Consumer Services, Fish and Wildlife Conservation Commission, or FDEP.
- v) Within common areas, commercial areas, and multi-family residential complexes, the Applicant, its successors and assigns, will use at least 70% of fertilizer use in slow-release or organic form.
- i) Project covenants and restrictions will prohibit the use of decorative and ornamental fountains, except for those that use reclaimed water or stormwater, consistent with

Florida laws and regulations. Interactive recreational fountains may use potable water provided a re-circulation treatment system is installed.

- (vii) Applicant will undertake two demonstration projects, one (1) residential and one (1) non-residential which implement and exhibit water wise landscaping principals which incorporates drought-tolerant or native vegetation.

19. Wastewater Management. Development will occur concurrent with the provision of adequate central sewer service meeting the adopted level of service standard required for wastewater under the 2015 St. Johns County Comprehensive Plan. Central sewer service will be provided for the RiverTown DRI, except for isolated golf course and recreational facilities. Septic tanks will be prohibited within the RiverTown DRI, except for use in providing sewer service to isolated golf course and recreational facilities. Temporary surface tanks may be used to provide sewer service to construction and marketing trailers only until central sewer lines are installed and in use. No building permits will be issued for development of Phase 2 until the Developer has provided written confirmation to the County from the JEA or subsequent utility provider that adequate treatment and collection capacity is available for the remainder of the proposed development.

20. Stormwater Management and Floodplains.

- (a) **Stormwater Management.** The stormwater system for RiverTown will be designed using multiple discharge points throughout the project in order to minimize the intensity and volume of discharge from any single point, thereby reducing the potential for flooding and erosion. All drainage improvements will be designed so that the rate of stormwater which flows into the creeks and tributary wetland systems is equal to or reduced from the pre-development conditions. The normal water elevation of each

EXHIBIT "G"

WELL SITE DESCRIPTION

RIVERTOWN WELL SITE

A parcel of land, being a portion of the Hallowes Tract, situated in the Francis P. Fatio Grant, Section 44, Township 5 South, Range 26 East, St. Johns County, Florida, said parcel of land being more particularly described as follows:

For a point of reference, commence at the monumented Southwesterly line of Greenbriar Section One, as shown on the plat thereof, recorded in Map Book 14, pages 57 and 58 of the public records of St. Johns County, Florida, said point being the intersection of the Southerly line of that 100 foot easement for drainage and utilities, as shown on the aforesaid plat of Greenbriar Section One, with the Westerly line of those lands described and recorded in Official Records Book 702, page 995 (RE#000685-0000, Land Owners: Switzerland Properties, Inc.), of the public records of said St. Johns County, Florida, and the Easterly line of those lands described and recorded in Official Records Book 1409, page 1425 (RE#000700-0000, Land Owner: St. Joe Corporation), and run thence South 00°00'46" West, along the aforesaid Westerly line of lands described and recorded in Official Records Book 1409, page 1425 of said public records, (also being the Westerly line of lands described and recorded in Official Records Book 702, page 995, and a Southerly prolongation of the Westerly line of said Greenbriar Section One, a distance of 3271.80 feet, to the Point of Beginning.

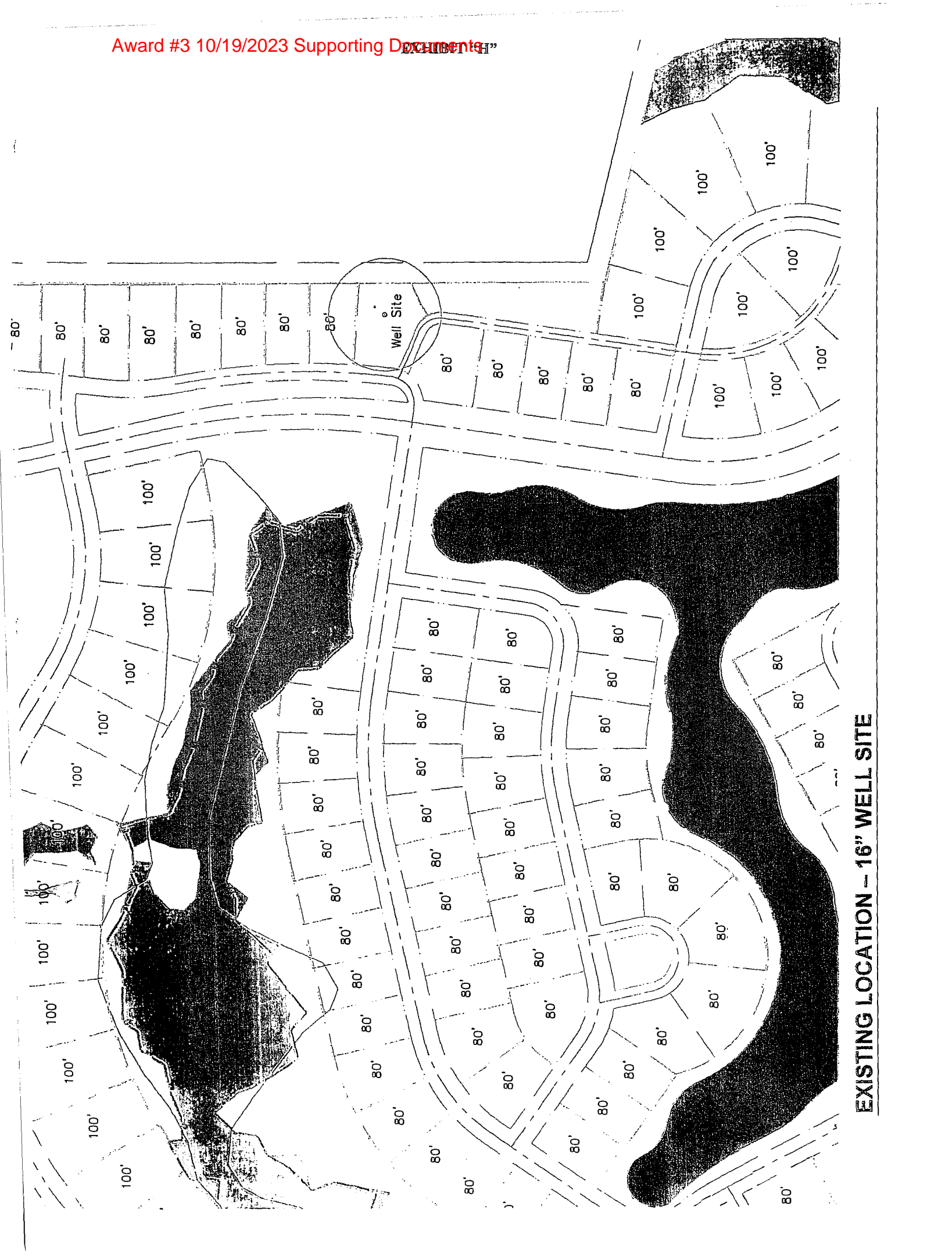
From the Point of Beginning thus described continue South 00°00'46" West, continuing along last said line, a distance of 235.00 feet, to a point; run thence North 81°14'04" West, a distance of 230.00 feet, to a point; run thence North 07°47'30" East, a distance of 201.86 feet, to a point; run thence South 89°59'14" East, a distance of 200.00 feet, to the Point of Beginning.

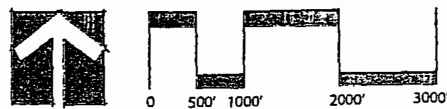
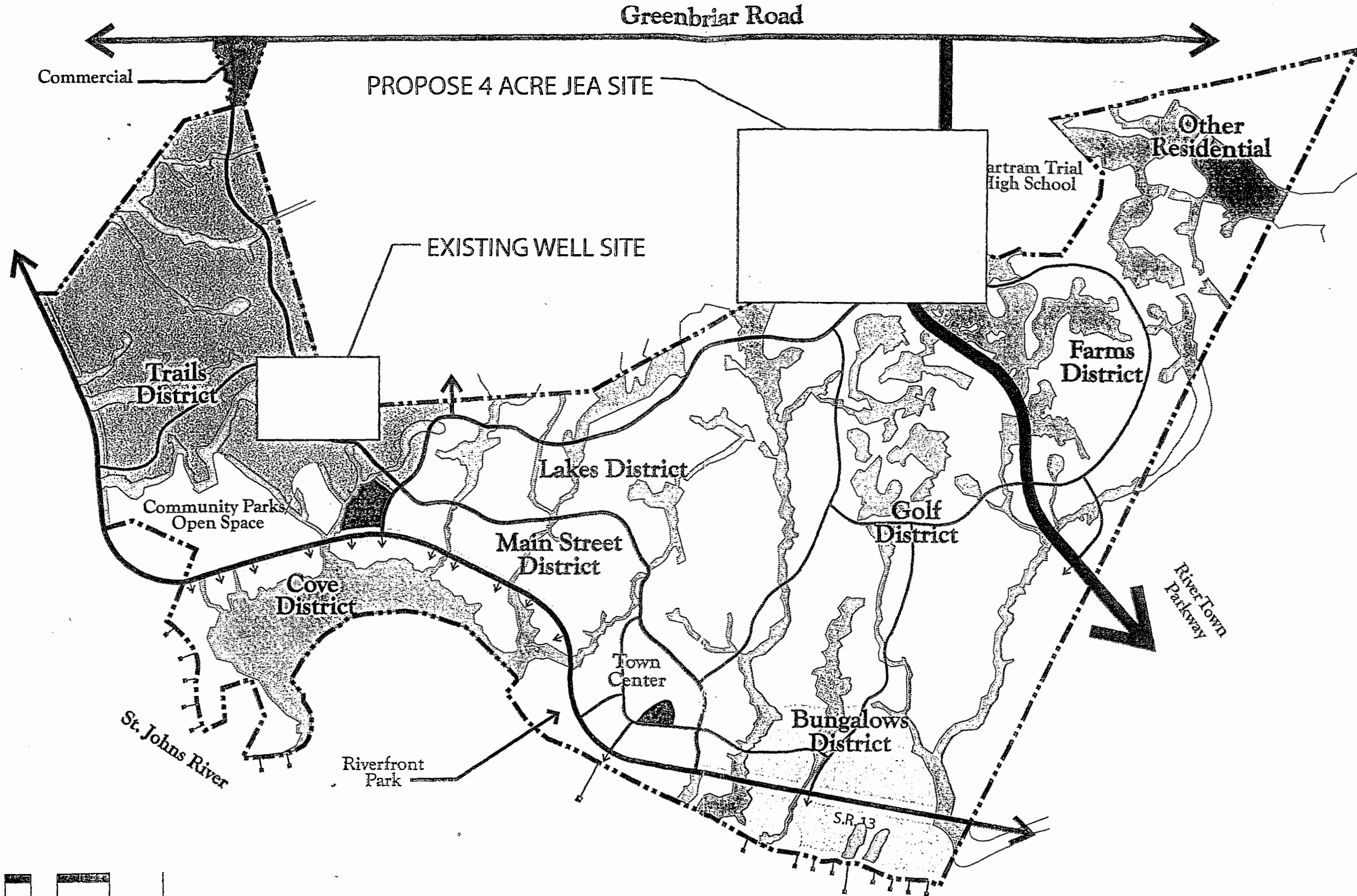
EXHIBIT "H"

**MAPS SHOWING LOCATION OF WELL SITE
(EXISTING LOCATION – 16" WELL SITE AND
RIVERTOWN CONCEPTUAL SITE PLAN KEY MAP H)**

Well Site

EXISTING LOCATION - 16" WELL SITE



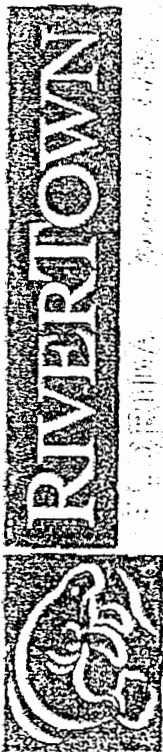


RIVERTOWN CONCEPTUAL SITE PLAN
KEY MAP

CONSULTANT TEAM

- Lewis, Longman & Walker, P.A. Legal Counsel
- Environmental Services, Inc. Environmental
- Fishkind & Associates Economic
- Wilson Miller, Inc. Planning & Transportation
- Englund, Thims & Miller, Inc. Engineering
- Tunnell, Spangler & Associates Master Planning

A Development of Regional Impact In St. Johns County, Florida by **ARVIDA** a STJOE company



MAP H
MASTER DEVELOPMENT PLAN

REVISED
FEBRUARY 2004

EXHIBIT "I"

**PARTIAL ASSIGNMENT AND ASSUMPTION OF
SERVICE AGREEMENT**

THIS PARTIAL ASSIGNMENT AND ASSUMPTION by and between _____, a _____, whose address is _____ ("Assignee"), and **THE ST. JOE COMPANY**, A Florida corporation, whose address is 245 Riverside Avenue, Suite 500, Jacksonville, Florida 32202 ("Assignor"), is entered into and effective as of _____, 20__.

RECITALS:

WHEREAS, Assignor is the developer of the RiverTown 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 RiverTown 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 RiverTown 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 RiverTown Property as may be required under Sections 3.9, 5 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 RiverTown Property.

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.

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

ASSIGNOR:

THE ST. JOE COMPANY, a Florida corporation,

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

EXHIBIT "J"

**PARTIAL ASSIGNMENT AND ASSUMPTION
OF SERVICE AGREEMENT**

THIS PARTIAL ASSIGNMENT AND ASSUMPTION by and between _____ **COMMUNITY DEVELOPMENT DISTRICT**, a _____, whose address is _____ ("Assignee"), and **THE ST. JOE COMPANY**, a Florida corporation, whose address is 245 Riverside Avenue, Suite 500, Jacksonville, Florida 32202 ("Assignor"), is entered into and effective as of _____, 20__.

RECITALS:

WHEREAS, Assignor is the developer of the RiverTown 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 RiverTown 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 RiverTown 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:

9. **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.

10. **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:

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

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

10.3. 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.

11. **Assignment.**

11.1. 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 and 12.1 of the Service Agreement.

11.2. 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 RiverTown Property.

12. **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.

13. **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.

14. **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.

15. **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:

THE ST. JOE COMPANY, a Florida corporation

By: _____

Name: _____

Title: _____

Date: _____

ASSIGNEE:

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT "A"

JEA On-Site Improvements

ASSIGNMENT OF CONTRACTS AND RIGHTS

THIS ASSIGNMENT OF CONTRACTS AND RIGHTS (the “Assignment”) is effective as of the 31st day of March, 2014 (the “Effective Date”) by and between **THE ST. JOE COMPANY**, a Florida corporation authorized to do business in Florida, whose address is 133 S. WaterSound Parkway, WaterSound, Florida 32413 (“Assignor”), in favor of **MATTAMY RIVERTOWN LLC**, a Delaware limited liability company, whose address is 400 Park Avenue, Winter Park, Florida 32789 (“Assignee”).

BACKGROUND FACTS

Pursuant to that certain Agreement for Sale and Purchase by and between Assignor and Assignee with an Effective Date of December 30, 2013 (the “Initial Contract”), which was subsequently amended by that certain First Amendment to Agreement for Sale and Purchase effective as of February 14, 2014 (“First Amendment”), that certain Second Amendment to Agreement for Sale and Purchase effective as of February 27, 2014 (“Second Amendment”), that certain Third Amendment to Agreement for Sale and Purchase dated March 7, 2014 (“Third Amendment”), that certain Fourth Amendment to Agreement for Sale and Purchase dated March 12, 2014 (“Fourth Amendment”), that certain Fifth Amendment to Agreement for Sale and Purchase dated March 18, 2014 (“Fifth Amendment”) and that certain Sixth Amendment to Agreement for Sale and Purchase dated March 19, 2014 (“Sixth Amendment”) (the Initial Contract, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment and the Sixth Amendment are collectively referred to as “Contract”), Assignor agreed to convey to Assignee all of its right, title and interest in certain Personal Property, Contracts, service marks, Sales Contracts, Bulk Services Agreements and Remaining Assets (as those terms are defined in the Contract) for certain real property located in unincorporated St. Johns County, Florida and more particularly described in Exhibit “A” attached hereto and incorporated herein by this reference (the “Property”). Assignor now desires to assign formally the aforementioned contracts and rights related to the Property to Assignee as set forth more specifically below.

AGREEMENT

In consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

Background Facts. The Background Facts set forth above are true and correct and are incorporated herein by this reference.

Assignment. Assignor hereby assigns to Assignee, for the benefit of Assignee’s or Assignee’s successors’ and/or assigns’ development of the Property, the following contracts and rights:

All Personal Property, as listed and defined in Exhibit “B” attached hereto and incorporated herein.

All Contracts listed on **Exhibit “C”** attached hereto and incorporated herein by this reference (collectively the “**Contracts**”).

All Association Contracts listed as **Exhibit “D”** attached hereto and incorporated herein by this reference (collectively the “**Association Contracts**”).

All of Assignor’s right, title and interest in the RiverTown service marks listed in **Exhibit “E”** attached hereto and incorporated herein by this reference, excluding any trademarks or service marks which contain the names “JOE”, “St. Joe”, “Arvida” or the “Taking Flight” design of Assignor.

All Sales Contracts listed and defined in **Exhibit “F”** attached hereto and incorporated herein.

All Bulk Services Agreements, as listed and defined in **Exhibit “G”** attached hereto and incorporated herein.

All Remaining Assets, as listed and defined in **Exhibit “H”** attached hereto and incorporated herein.

All internet domain names (URLs) listed on **Exhibit “I”** attached hereto and incorporated herein by this reference (the “**Domain Names**”), and all social media accounts used by and controlled by the Company.

The items listed in Section 2(a) through (f) above are hereinafter collectively referred to as the “**Contracts and Rights**”.

Assumption. Assignee hereby accepts the assignment of the Contracts and Rights and assumes and agrees to observe and perform all of the duties, obligations, terms, provisions and covenants, and to pay and discharge any of the liabilities of the Assignor to be observed, performed, paid or discharged in connection with such Contracts and Rights.

Binding. This Assignment shall be binding on Assignor and Assignee, and their respective successors and assigns, and the benefits and burdens of the Contracts and Rights shall inure to the benefit and burden of the Assignee, its successors and assigns. After the Effective Date of this Assignment, Assignor shall have no further rights with respect to the Contracts and Rights related to the Property.

Assurances. Assignor agrees to execute such other and further documentation as may be necessary or required by governmental authorities to effectuate, complete or provide notice of the Contracts and Rights assigned herein.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the Effective Date.

ASSIGNOR

THE ST. JOE COMPANY, a Florida corporation

By: [Signature]
Name: Marek Bakun
Title: Senior Vice President and Chief Financial Officer

COUNTRY OF: UNITED STATES)
STATE OF: FLORIDA) ss.:
COUNTY OF: WALTON)

The foregoing instrument was acknowledged before me this 1st day of April, 2014, by Marek Bakun, as Senior Vice President and Chief Financial Officer of The St. Joe Company, a Florida corporation, on behalf of the corporation. He/She is () personally known to me or () has produced _____ as identification.

SEAL

[Signature]
Notary Public
My Commission Expires: _____



Signed, sealed and delivered
in the presence of:

ASSIGNEE:

MATTAMY RIVERTOWN LLC, a
Delaware limited liability company

[Handwritten Signature]
[print name] Cliff Nelson

By: [Handwritten Signature]
Print: Cliff Nelson
Title: V.P.

[Handwritten Signature]
[print name] Katherine Ortiz

STATE OF FLORIDA
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me this 2 day of April, 2014 by Cliff Nelson, in his capacity as the V.P. of Mattamy Rivertown LLC, a Delaware limited liability company, on behalf of the company. He is personally known to me or produced _____ as identification.

[Handwritten Signature]
B. Burden
Print Name
Notary Public, State and County aforesaid
Commission No.: _____
Commission Expires: _____



EXHIBIT "A"

(Property)

RIVERTOWN
KENDALL CREEK CDD
PARCEL "C"

A parcel of land, being a portion of the Francis P. Fatio Grant, Section 44, Township 5 South, Range 26 East, St. Johns County, Florida, said parcel of land being more particularly described as follows:

For a Point of Reference, commence at the intersection of Section 32, Section 40, the F.J. Fatio Grant, and Section 39, the Francis P. Fatio Grant, all in Township 5 South, Range 27 East, St. Johns County, Florida, and run thence South $42^{\circ}47'30''$ West, along the monumented Easterly line of said Section 39, the Francis P. Fatio Grant, and then along a southwesterly prolongation thereof, a distance of 2,201.66 feet, to the Northeasterly Right of Way line of STATE ROAD No. 13, (a 100 foot Public Road Right of Way, as per State of Florida, State Road Department Right of Way Map, Project 785); run thence South $42^{\circ}03'40''$ West, a distance of 104.15 feet, to the Southwesterly Right of Way line of said STATE ROAD NO. 13; run thence, along the Southwesterly Right of Way line of said STATE ROAD No. 13, the following nine (9) Courses and Distances:

Course No. 1: run thence Northwesterly, along and around the arc of a curve, being concave Southwesterly, and having a radius of 22,868.28 feet, through a central angle of $00^{\circ}15'41''$ to the left, an arc distance of 104.28 feet, to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of North $63^{\circ}19'36''$ West, 104.28 feet;

Course No. 2: North $63^{\circ}27'26''$ West, along last said tangency, a distance of 6,281.57 feet, to the point of curvature, of a curve leading northerly;

Course No. 3: thence Northerly, along and around the arc of a curve, being concave Northeasterly, and having a radius of 1,503.66 feet, through a central angle of $79^{\circ}01'54''$ to the right, an arc distance of 2,074.09 feet, to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $23^{\circ}56'30''$ West, 1,913.53 feet;

Course No. 4: North $15^{\circ}34'27''$ East, along last said tangency, a distance of 457.25 feet, to the point of curvature, of a curve leading northwesterly and the POINT OF BEGINNING:

Course No. 5: thence Northwesterly, along and around the arc of a curve, being concave Southwesterly, and having a radius of 1,391.25 feet, through a central angle of $62^{\circ}09'52''$ to the left, an arc distance of 1,509.47 feet, to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $15^{\circ}30'29''$ West, 1,436.52 feet;

Course No. 6: North $46^{\circ}35'25''$ West, along last said tangency, a distance of 1,725.01 feet, to the point of curvature, of a curve leading Westerly;

Course No. 7: thence Westerly, along and around the arc of a curve, being concave Southerly, and having a radius of 2,814.90 feet, through a central angle of 42°24'00" to the left, an arc distance of 2,083.08 feet, to the point of tangency of last said curve, last said arc being subtended by a chord bearing and distance of North 67°47'25" West 2,035.87 feet;

Course No. 8: North 88°59'25" West, along last said tangency, a distance of 2,754.72 feet, to the point of curvature of a curve leading Westerly;

Course No. 9: thence Westerly, along and around the arc of a curve, being concave Northerly, and having a radius of 1482.69 feet, through a central angle of 10°53'45" to the right, an arc distance of 281.96 feet, to the point of tangency of last said curve, last said arc being subtended by a chord bearing and distance of North 83°32'33" West 281.53 feet, to the Northeasterly corner of Lot 22, REMINGTON PARK, as shown on the plat thereof, recorded in Map Book 7, page 1 of the Public Records of St. Johns County, Florida, thence South 40°31'00" West, along the Easterly line of said Lot 22, REMINGTON PARK, 749 feet, more or less, to a point on the Northeasterly "Mean High Water Line", of the St. Johns River, (Elevation 1.07 feet, NGVD 1929, as per Bureau of Surveying and Mapping, Division of State Lands, Department of Environmental Protection Tide Interpolation Point, MHW Data ID 4486 and 4485, and then Elevation 1.06, NGVD 1929, as per MHW Data ID 4484); run thence Southerly, along the aforesaid "Mean High Water Line" of the St. Johns River, a distance of 2,330 feet, more or less, to a point on the Northwesterly boundary of those lands currently owned by John P. Hallowes, Jr., et al (St. Johns County Property Appraiser PIN 000900 0000), as described and recorded in Official Records Book 107, page 495 of the Public Records of said St. Johns County; run thence, along the boundary lines of last said lands the following five (5) Courses and Distances:

Course No. 1: North 79°20'10" East, a distance of 390 feet, more or less, to a point;

Course No. 2: North 10°08'19" East, a distance of 636.87 feet, to a point;

Course No. 3: South 88°06'31" East, a distance of 581.67 feet, to a point;

Course No. 4: South 03°40'34" East, a distance of 742.73 feet, to a point;

Course No. 5: South 45°25'02" West, a distance of 874 feet, more or less, to a point on said Northeasterly "Mean High Water Line", of the St. Johns River; run thence Easterly, Northerly and Southeasterly, along the aforesaid "Mean High Water Line" of the St. Johns River, a distance of 9,100 feet, more or less, to a point which lies South 87°27'59" West, 1,043 feet, more or less, from the POINT OF BEGINNING; run thence North 52°50'53" East, a distance of 525 feet, more or less, to a point; run thence South 78°19'23" East, a distance of 314.43 feet to a point; run thence South 56°39'18" East, a distance of 377.64 feet to the aforesaid Southwesterly Right of Way line of STATE ROAD No. 13, and the POINT OF BEGINNING

TOGETHER WITH:

RIVERTOWN
KENDALL CREEK CDD

A parcel of land, being a portion of the Francis P. Fatio Grant, Section 39, Township 5 South, Range 27 East; together with a portion of the Francis P. Fatio Grant, Section 44, Township 5 South, Range 26 East; all in St. Johns County, Florida, said parcel of land being more particularly described as follows:

For a POINT OF BEGINNING, BEGIN at the most Northeasterly corner of the plat BARTRAM PLANTATION PHASE TWO, as shown on the plat thereof, as recorded in Map Book 46, pages 78 through 89 of the Public Records of said St. Johns County, Florida, said point also being on the Southerly Right of Way line of GREENBRIAR ROAD, (a Variable Width Public Road Right of Way, as per Right of Way Map prepared by St. Johns County Surveying and Mapping Program, dated April 19, 1999, formerly known as STATE ROAD No. 11 and/or BOMBING RANGE ROAD), and run thence, along the aforesaid Southerly Right of Way line of GREENBRIAR ROAD, the following three (3) Courses and Distances:

Course No. 1: South 77°13'29" East, a distance of 732.72 feet, to a point;

Course No. 2: South 12°21'44" West, a distance of 17.00 feet, to a point;

Course No. 3: South 77°13'29" East, a distance of 218.82 feet, to a point, on the Westerly boundary line of GREENBRIAR SECTION ONE, as shown on the plat thereof, recorded in Map Book 14, pages 58 and 58 of the Public Records of St. Johns County, Florida; run thence, along the Westerly boundary line of said GREENBRIAR SECTION ONE, the following two (2) Courses and Distances:

Course No. 1: South 35°18'11" West, a distance of 1,258.39 feet, to a point;

Course No. 2: South 00°00'46" West, along aforesaid Westerly boundary, and then along a Southerly prolongation thereof, a distance of 5,903.67 feet, to the monument Southwest corner of those lands described and recorded in that instrument recorded in Official Records Book 702, page 995 of the Public Records of said St. Johns County, Florida; run thence, South 77°09'41" East, along the Southerly line of said lands described and recorded in Official Records Book 702, page 995, and then along the Southerly line of lands described and recorded in Official Records Book 702, page 992, all in the Public Records of said St. Johns County, Florida, a distance of 4,900.13 feet, to a point; run thence North 75°52'24" East, continuing along the aforesaid Southerly line of lands described and recorded in Official Records Book 702, page 992, and then along the Southerly line of lands described and recorded in Official Records Book 702, page 989 of the Public Records of said St. Johns County, Florida, a distance of 3,755.96 feet, to the Southeast corner of said lands described and recorded in Official Records Book 702, page 989 of the Public Records of said St. Johns County, Florida; run thence North 12°53'03" East, along the Easterly line of said lands described and recorded in Official Records Book 702, page 989 of the Public Records of said St. Johns County, Florida, a distance of 2,028.02 feet, to the Southerly line of lands described and recorded in Official Records Book 807, page 564 of the Public Records of said St. Johns County, Florida; run thence South 87°27'26" East, along the Southerly line of aforesaid lands, a distance of 3,744.64 feet, to a point on the Westerly line of those lands described and recorded in Official Records Book 1400, page 1204 of the Public Records of said St. Johns County, Florida, and being the boundary line of BARTRAM TRAIL HIGH SCHOOL; run thence, along and around the boundaries of BARTRAM TRAIL HIGH SCHOOL, the following fifteen (15) Courses and Distances:

Course No. 1: South 46°48'23" West, a distance of 414.48 feet, to a point;

Course No. 2: South 22°50'52" West, a distance of 170.75 feet, to a point;

Course No. 3: South 29°41'23" East, a distance of 105.05 feet, to a point;

Course No. 4: South 43°43'33" East, a distance of 242.38 feet, to a point;
Course No. 5: South 06°15'54" East, a distance of 461.02 feet, to a point;
Course No. 6: South 24°04'44" West, a distance of 767.51 feet, to a point;
Course No. 7: South 50°01'20" East, a distance of 672.15 feet, to a point;
Course No. 8: North 83°31'47" East, a distance of 438.97 feet, to a point;
Course No. 9: South 37°49'12" East, a distance of 138.56 feet, to a point;
Course No. 10: South 66°18'34" East, a distance of 290.82 feet, to a point;
Course No.11: South 82°37'22" East, a distance of 375.87 feet, to a point;
Course No. 12: North 48°52'37" East, a distance of 831.78 feet, to a point;
Course No.13: North 49°06'30" East, a distance of 480.59 feet, to a point;
Course No. 14: North 27°50'21" East, a distance of 414.04 feet, to a point;
Course No. 15: North 29°55'50" West, a distance of 1,405.58 feet, to a point, lying on the Southerly line of the aforesaid lands, described and recorded in Official Records Book 807, page 564 of the Public Records of said St. Johns County; run thence, on the aforesaid Southerly line of said lands, the following two (2) Courses and Distances:

Course No. 1: South 87°27'26" East, a distance of 560.74 feet, to a point;

Course No. 2: South 87°17'21" East, a distance of 5,275.53 feet, to a point, on the Easterly monumented line of Section 39, the Francis P. Fatio Grant; run thence, along last said line, the following three (3) Courses and Distances:

Course No. 1: South 41°27'16" West, (also being the Westerly line of Sections 28, 29, and 32, Township 5 South, Range 27 East, St. Johns County, Florida), a distance of 10,409.13 feet, to the most Westerly corner of Whitelock Farms, as recorded in Map Book 37, Pages 80 through 112, inclusive, of the Public Records of said St. Johns County, Florida;

Course No. 2: South 41°39'57" West, a distance of 3,628.41 feet to the intersection of Section 32, Township 5 South, Range 27 East, and Sections 39 (The Francis P. Fatio Grant) and 40 (The F. J. Fatio Grant), Township 5 South, Range 27 East;

Course No. 3: run thence South 42°47'30" West, (also being the Easterly line of said Section 39 and the Southerly extension, thereof), a distance of 2,201.66 feet, to a point at the intersection of said Southerly extension and the Northeasterly Right of Way line of STATE ROAD No. 13, (a 100 foot Public Road Right of Way, as per State of Florida, State Road Department Right of Way Map, Project 785); run thence, along the aforesaid Northeasterly Right of Way line of STATE ROAD No. 13, the following two (2) Courses and Distances:

Course No. 1: run thence Northwesterly, along and around the arc of a curve, being concave Southwesterly, and having a radius of 22,968.28 feet, through a central angle of 00°20'02" to the left, an arc distance of 133.89 feet, to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of North 63°17'25" West, 133.89 feet;

Course No. 2: North 63°27'26" West, along last said tangency, a distance of 6144.14 feet; run thence North 26°42'01" East, departing said Northeasterly Right of Way line, a distance of 249.39 feet, to a point; run thence South 63°14'24" East, a distance of 120.00 feet, to a point; run thence North 26°42'01" East, a distance of 223.42 feet, to a point; run thence North 11°17'57"

East, a distance of 176.08 feet, to a point; run thence Southeasterly, around and along the arc of a curve, being concave Northeasterly, and having a radius of 219.00 feet, through a central angle of $09^{\circ}27'56''$ to the left, an arc distance of 36.18 feet to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of South $73^{\circ}58'04''$ East, 36.14 feet; run thence South $78^{\circ}42'03''$ East, along last said tangency, 264.08 feet to the point of curvature of a curve leading Southeasterly; thence Easterly, around and along the arc of said curve, being concave Southwesterly, and having a radius of 531.00 feet, through a central angle of $15^{\circ}24'03''$ to the right, an arc distance of 142.73 feet to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of South $71^{\circ}00'01''$ East, 142.30 feet; run thence South $63^{\circ}17'59''$ East, along last said tangency, a distance of 404.36 feet; run thence North $26^{\circ}42'01''$ East, a distance of 827.49 feet, to the point of curvature of a curve leading Northerly; thence Northerly and Northwesterly, around and along the arc of said curve, being concave Westerly, and having a radius of 25.00 feet, through a central angle of $80^{\circ}40'40''$ to the left, an arc distance of 35.20 feet, said arc being subtended by a chord bearing and distance of North $13^{\circ}38'19''$ West, 32.37 feet to the point of reverse curvature of last said curve with a curve leading Northwesterly; thence Northwesterly, around and along the arc of last said curve, being concave Northeasterly, and having a radius of 354.00 feet, through a central angle of $26^{\circ}14'57''$ to the right, an arc distance of 162.18 feet to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of North $40^{\circ}51'10''$ West, 160.77 feet; run thence North $27^{\circ}43'42''$ West, along last said tangency, a distance of 45.05 feet, to a point; run thence South $62^{\circ}16'18''$ West, a distance of 313.00 feet, to the point of curvature of a curve leading Westerly; thence Westerly, around and along the arc of said curve, being concave Northerly, and having a radius of 479.00 feet, through a central angle of $59^{\circ}19'51''$ to the right, an arc distance of 496.01 feet, arc being subtended by a chord bearing and distance of North $88^{\circ}03'46''$ West, 474.15 feet to the point of reverse curvature of last said curve with a curve leading Westerly; thence Westerly, around and along the arc of last said curve, being concave Southerly, and having a radius of 250.00 feet, through a central angle of $89^{\circ}56'25''$ to the left, an arc distance of 392.44 feet to the end last said curve, said arc being subtended by a chord bearing and distance of South $76^{\circ}37'57''$ West, 353.37 feet; run thence North $69^{\circ}17'58''$ West, a distance of 265.03 feet; thence Southwesterly, around and along the arc of a curve, being concave Northwesterly, and having a radius of 500.00 feet, through a central angle of $09^{\circ}47'49''$ to the right, an arc distance of 85.49 feet to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of South $25^{\circ}34'49''$ West, 85.39 feet; run thence South $30^{\circ}28'44''$ West, along last said tangency, a distance of 350.39 feet; run thence North $56^{\circ}25'03''$ West, a distance of 314.88 feet; run thence South $45^{\circ}28'44''$ West, a distance of 151.52 feet; run thence South $57^{\circ}14'17''$ West, a distance of 100.62 feet; run thence South $53^{\circ}38'43''$ West, a distance of 112.98 feet to a point situate on the Northeasterly right of way line of said STATE ROAD 13: run thence, along the Northeasterly Right of Way line of said STATE ROAD No. 13, the following seven (7) Courses and Distances:

Course No. 1: thence Northerly, around and along the arc of a curve, being concave Easterly, and having a radius of 1403.66 feet, through a central angle of $44^{\circ}43'34''$ to the right, an arc distance of 1095.72 feet to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of North $06^{\circ}47'20''$ West, 1068.12 feet;

Course No. 2: North $15^{\circ}34'27''$ East, along last said tangency, a distance of 457.25 feet, to the point of curvature, of a curve leading northwesterly;

Course No.3: thence Northwesterly, along and around the arc of a curve, being concave Southwesterly, and having a radius of 1,491.25 feet, through a central angle of $62^{\circ}09'52''$ to the left, an arc distance of 1,617.97 feet, to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of North $15^{\circ}30'29''$ West, 1,539.77 feet;

Course No. 4: North $46^{\circ}35'25''$ West, along last said tangency, a distance of 1,725.01 feet, to the point of curvature, of a curve leading Westerly;

Course No. 5: thence Westerly, along and around the arc of a curve, being concave Southerly, and having a radius of 2,914.90 feet, through a central angle of $42^{\circ}24'00''$ to the left, an arc distance of 2,157.08 feet, to the point of tangency of last said curve, last said arc being subtended by a chord bearing and distance of North $67^{\circ}47'25''$ West 2,108.20 feet;

Course No. 6: North $88^{\circ}59'25''$ West, along last said tangency, a distance of 2,754.72 feet, to the Point of Curvature, of a curve leading northwesterly;

Course No. 7: thence Northwesterly, along and around the arc of a curve, being concave Northeasterly, and having a radius of 1,382.69 feet, through a central angle of $08^{\circ}42'40''$ to the right, an arc distance of 210.22 feet, to the Easterly line of lands described and recorded in Official Records Book 763, page 395 of the Public Records of said St. Johns County, Florida, last said arc being subtended by a chord bearing and distance of North $84^{\circ}38'05''$ West, 210.02 feet; run thence North $39^{\circ}27'48''$ East, along the aforesaid Easterly line of lands described and recorded in Official Records Book 763, page 395, and then along the Easterly line of lands described and recorded in Official Records Book 1106, page 977 of the Public Records of said St. Johns County, Florida, a distance of 648.38 feet, to the Northeast corner of said lands, described and recorded in Official Records Book 1106, page 977 of said Public Records; run thence North $51^{\circ}41'45''$ West, along the Northerly line of last said lands, and then along the Northerly line of those lands described and recorded in Official Records Book 1156, page 464, and then Official Records Book 1370, page 122 of the Public Records of said St. Johns County, Florida, a distance of 1,332.26 feet, to the Northeast corner of those lands described and recorded in Official Records Book 1370, page 122 of the Public Records of St. Johns County, Florida; run thence South $89^{\circ}24'38''$ West, along the Northerly line of last said lands, a distance of 515.25 feet, to the Easterly Right of Way line of aforesaid STATE ROAD No. 13; run thence, along the aforesaid Easterly Right of Way line of STATE ROAD No. 13, the following four (4) Courses and Distances:

Course No. 1: run thence Northerly, along and around the arc of a curve, being concave Easterly, and having a radius of 1,382.69 feet, through a central angle of $13^{\circ}55'33''$ to the right, an arc distance of 336.07 feet, to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of North $05^{\circ}13'52''$ East, 335.24 feet;

Course No. 2: North $12^{\circ}11'31''$ East, along last said tangency, a distance of 1,169.27 feet, to the point of curvature, of a curve leading northerly;

Course No. 3: thence Northerly, along and around the arc of a curve, being concave Westerly, and having a radius of 2,914.89 feet, through a central angle of $20^{\circ}40'00''$ to the left, an arc

distance of 1,051.40 feet, to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 01°51'31" East, 1,045.71 feet;

Course No. 4: North 08°28'29" West, along last said tangency, a distance of 2,119.40 feet, to the Southerly line of those lands described and recorded in Official Records Book 878, page 1283 of the Public Records of said St. Johns County, Florida; run thence, along last said line, the following two (2) Courses and Distances:

Course No. 1: South 88°11'16" East, a distance of 288.50 feet, to a point;

Course No. 2: North 54°15'52" East, a distance of 4,016.06 feet, to a point on the Northerly line of the HALLOWES TRACT, (also being the Southerly line of the ST. ELMO TRACT, and the Southerly line of aforesaid BARTRAM PLANTATION PHASE TWO); run thence, South 89°20'59" East, along last said line, a distance of 883.58 feet, to a point; thence, departing from said Northerly line of the HALLOWES TRACT, (also being the Southerly line of ST. ELMO TRACT), run the following thirteen Courses and Distances, along the Easterly boundary of the aforesaid plat of BARTRAM PLANTATION PHASE TWO:

Course No. 1: North 05°30'37" East, a distance of 227.90 feet, to a point;

Course No. 2: North 29°44'02" East, a distance of 230.63 feet, to a point;

Course No. 3: North 21°25'38" East, a distance of 43.96 feet, to a point;

Course No. 4: North 84°42'38" West, a distance of 65.01 feet, to a point;

Course No. 5: North 32°32'11" West, a distance of 98.40 feet, to a point;

Course No. 6: North 20°05'21" East, a distance of 79.61 feet, to a point;

Course No. 7: North 64°40'30" East, a distance of 36.01 feet, to a point;

Course No. 8: North 11°04'19" West, a distance of 167.86 feet, to a point;

Course No. 9: North 66°29'43" West, a distance of 51.93 feet, to a point;

Course No. 10: North 47°26'30" East, a distance of 103.39 feet, to a point;

Course No. 11: North 39°33'12" West, a distance of 99.33 feet, to a point;

Course No. 12: North 23°21'33" West, a distance of 92.86 feet, to a point;

Course No. 13: North 17°55'40" East, a distance of 203.96 feet, to a point, on the aforesaid Southerly Right of Way line of GREENBRIAR ROAD, and the POINT OF BEGINNING.

TOGETHER WITH:

RIVERTOWN
MAINSTREET CDD - PARCEL 1

A parcel of land, being a portion of the Francis P. Fatio Grant, Section 39, Township 5 South, Range 27 East; together with a portion of the Francis P. Fatio Grant, Section 44, Township 5 South, Range 26 East; all in St. Johns County, Florida, said parcel of land being more particularly described as follows: For a Point of Reference, commence at the intersection of Section 32, Section 40, the F.J. Fatio Grant, and Section 39, the Francis P. Fatio Grant, all in Township 5 South, Range 27 East, St. Johns County, Florida, and run thence South 42°47'30" West, along the monumented Easterly line of said Section 39, the Francis P. Fatio Grant, (also being the Westerly line of said Section 40) a distance of 2,201.66 feet, to the Northeasterly Right of Way line of STATE ROAD No. 13, (a 100 foot Public Road Right of Way, as per State of Florida, State Road Department Right of Way Map, Project 785); run thence, along the aforesaid Northeasterly Right of Way line of STATE ROAD No. 13, the following two (2) Courses and Distances: Course No. 1: run thence Northwesterly, along and around the arc of a curve, being concave Southwesterly, and having a radius of 22,968.28 feet, through a central angle of 00°20'02" to the left, an arc distance of 133.89 feet, to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of North 63°17'25" West, 133.89 feet; Course No. 2: North 63°27'26" West, along last said tangency, a distance of 6144.14 feet to the POINT OF BEGINNING: run thence North 26°42'01" East, departing said Northeasterly Right of Way line, a distance of 249.39 feet, to a point; run thence South 63°14'24" East, a distance of 120.00 feet, to a point; run thence North 26°42'01" East, a distance of 223.42 feet, to a point; run thence North 11°17'57" East, a distance of 176.08 feet, to a point; run thence Southeasterly, around and along the arc of a curve, being concave Northeasterly, and having a radius of 219.00 feet, through a central angle of 09°27'56" to the left, an arc distance of 36.18 feet to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of South 73°58'04" East, 36.14 feet; run thence South 78°42'03" East, along last said tangency, 264.08 feet the point of curvature of a curve leading Southeasterly; thence Easterly, around and along the arc of said curve, being concave Southwesterly, and having a radius of 531.00 feet, through a central angle of 15°24'03" to the right, an arc distance of 142.73 feet to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of South 71°00'01" East, 142.30 feet; run thence South 63°17'59" East, along last said tangency, a distance of 404.36 feet; run thence North 26°42'01" East, a distance of 827.49 feet, to the point of curvature of a curve leading Northerly; thence Northerly and Northwesterly, around and along the arc of said curve, being concave Westerly , and having a radius of 25.00 feet, through a central angle of 80°40'40" to the left, an arc distance of 35.20 feet, said arc being subtended by a chord bearing and distance of North 13°38'19" West, 32.37 feet to the point of reverse curvature of last said curve with a curve leading Northwesterly; thence Northwesterly, around and along the arc of last said curve, being concave Northeasterly, and having a radius of 354.00 feet, through a central angle of 26°14'57" to the right, an arc distance of 162.18 feet to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of North 40°51'10" West, 160.77 feet; run thence North 27°43'42" West, along last said tangency, a distance of 45.05 feet, to a point; run thence South 62°16'18" West, a distance of 313.00 feet, to the point of curvature of a curve leading Westerly; thence Westerly, around and along the arc of said curve, being concave Northerly, and having a radius of 479.00 feet, through a central angle of 59°19'51" to the right, an arc distance of 496.01 feet, arc being subtended by a chord bearing and distance of North 88°03'46" West, 474.15 feet to the point of reverse curvature of last said curve with a curve leading Westerly; thence Westerly, around and along the arc of last said curve, being concave Southerly, and having a radius of 250.00 feet, through a central angle of

89°56'25" to the left, an arc distance of 392.44 feet to the end last said curve, said arc being subtended by a chord bearing and distance of South 76°37'57" West, 353.37 feet; run thence North 69°17'58" West, a distance of 265.03 feet; thence Southwesterly, around and along the arc of a curve, being concave Northwesterly, and having a radius of 500.00 feet, through a central angle of 09°47'49" to the right, an arc distance of 85.49 feet to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of South 25°34'49" West, 85.39 feet; run thence South 30°28'44" West, along last said tangency, a distance of 350.39 feet; run thence North 56°25'03" West, a distance of 314.88 feet; run thence South 45°28'44" West, a distance of 151.52 feet; run thence South 57°14'17" West, a distance of 100.62 feet; run thence South 53°38'43" West, a distance of 112.98 feet to a point situate on the Northeasterly right of way line of said STATE ROAD 13; run thence, along said Northeasterly right of way line of said STATE ROAD No. 13, the following two (2) Courses and Distances: Course No. 1: thence Southeasterly, around and along the arc of a curve, being concave Northeasterly, and having a radius of 1403.66 feet, through a central angle of 34°18'20" to the left, an arc distance of 840.43 feet to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of South 46°18'17" East, 827.94 feet; Course No. 2: thence South 63°27'26" East, along last said tangency, a distance of 137.43 feet to the POINT OF BEGINNING.

TOGETHER WITH:

RIVERTOWN
MAINSTREET CDD - PARCEL 2

A parcel of land, being a portion of the Francis P. Fatio Grant, Section 39, Township 5 South, Range 27 East; together with a portion of the Francis P. Fatio Grant, Section 44, Township 5 South, Range 26 East, all in St. Johns County, Florida, said parcel of land being more particularly described as follows:

For a Point of Reference, commence at the intersection of Section 32, Section 40, the F.J. Fatio Grant, and Section 39, the Francis P. Fatio Grant, all in Township 5 South, Range 27 East, St. Johns County, Florida, and run thence South 42°47'30" West, along the monumented Easterly line of said Section 39, the Francis P. Fatio Grant, and then along a southwesterly prolongation thereof, a distance of 2,201.66 feet, to the Northeasterly Right of Way line of STATE ROAD No. 13, (a 100 foot Public Road Right of Way, as per State of Florida, State Road Department Right of Way Map, Project 785); continue thence South 42°44'52" West, along aforesaid prolongation, a distance of 104.15 feet, to the Southwesterly Right of Way line of said STATE ROAD NO. 13; run thence, along the Southwesterly Right of Way line of said STATE ROAD No. 13, the following five (5) Courses and Distances: Course No. 1: run thence Northwesterly, along and around the arc of a curve, being concave Southwesterly, and having a radius of 22,868.28 feet, through a central angle of 00°15'41" to the left, an arc distance of 104.28 feet, to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of North 63°19'36" West, 104.28 feet; Course No. 2: North 63°27'26" West, along last said tangency, a distance of 4312.27 feet to the POINT OF BEGINNING. Course No. 3: thence continue North 63°27'26" West, along last said tangency, a distance of 1969.29 feet, to the point of curvature, of a curve leading northerly; Course No. 4: thence Northerly, along and around the arc of a curve, being concave Northeasterly, and having a radius of 1,503.66 feet, through a central angle of 79°01'54" to the right, an arc distance of 2,074.09 feet, to the point of tangency

of said curve, said arc being subtended by a chord bearing and distance of North 23°56'30" West, 1,913.53 feet; Course No. 5: North 15°34'27" East, along last said tangency, a distance of 457.25 feet; run thence North 56°39'18" West, departing said right of way line, a distance of 377.64 feet; run thence North 78°19'23" West, a distance of 314.43 feet; run thence South 52°50'53" West, a distance of 525 feet, more or less, to a point on the Northeasterly "Mean High Water Line", of the St. Johns River, (Elevation 1.07 feet, NGVD 1929, as per Bureau of Surveying and Mapping, Division of State Lands, Department of Environmental Protection Tide Interpolation Point, MHW Data ID 4486 and 4485, and then Elevation 1.06, NGVD 1929, as per MHW Data ID 4484); run thence Southeasterly, along the aforesaid "Mean High Water Line" of the St. Johns River, a distance of 4,430 feet, more or less to a point which lies South 76°56'58" West, 876 feet, more or less, from the POINT OF BEGINNING; run thence South 87°40'31" East, a distance of 740 feet, more or less; run thence North 26°32'34" East, a distance of 254.81 feet to the aforesaid Southwesterly Right of Way line of STATE ROAD No. 13, and the POINT OF BEGINNING.

TOGETHER WITH:

RIVERTOWN
KENDALL CREEK CDD
PARCEL "B"

A parcel of land, being a portion of the Francis P. Fatio Grant, Section 39, Township 5 South, Range 27 East; together with a portion of the Francis P. Fatio Grant, Section 44, Township 5 South, Range 26 East; together with a portion of the Francis P. Fatio Grant, Section 43, Township 6 South, Range 27 East, all in St. Johns County, Florida, said parcel of land being more particularly described as follows:

For a Point of Reference, commence at the intersection of Section 32, Section 40, the F.J. Fatio Grant, and Section 39, the Francis P. Fatio Grant, all in Township 5 South, Range 27 East, St. Johns County, Florida, and run thence South 42°47'30" West, along the monumented Easterly line of said Section 39, the Francis P. Fatio Grant, and then along a southwesterly prolongation thereof, a distance of 2,201.66 feet, to the Northeasterly Right of Way line of STATE ROAD No. 13, (a 100 foot Public Road Right of Way, as per State of Florida, State Road Department Right of Way Map, Project 785); run thence South 42°03'40" West, along aforesaid prolongation, a distance of 104.15 feet, to the Southwesterly Right of Way line of said STATE ROAD NO. 13, and the POINT OF BEGINNING.

From the POINT OF BEGINNING, thus described, run thence, along the Southwesterly Right of Way line of said STATE ROAD No. 13, the following two (2) Courses and Distances: Course No. 1: run thence Northwesterly, along and around the arc of a curve, being concave Southwesterly, and having a radius of 22,868.28 feet, through a central angle of 00°15'41" to the left, an arc distance of 104.28 feet, to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of North 63°19'36" West, 104.28 feet; Course No. 2: North 63°27'26" West, along last said tangency, a distance of 4312.27 feet; run thence South 26°32'34" West, departing said Southwesterly right of way line, a distance of 254.81 feet; run thence North 87°40'31" West, a distance of 740 feet, more or less to a point on the Northeasterly "Mean High Water Line", of the St. Johns River, (Elevation 1.07 feet, NGVD

1929, as per Bureau of Surveying and Mapping, Division of State Lands, Department of Environmental Protection Tide Interpolation Point, MHW Data ID 4486 and 4485, and then Elevation 1.06, NGVD 1929, as per MHW Data ID 4484); run thence Southeasterly, along the aforesaid "Mean High Water Line" of the St. Johns River, a distance of 5,300 feet, more or less, to a point which lies South 41°35'54" West, 1,053 feet, more or less, from the POINT OF BEGINNING; run thence North 41°35'54" East, a distance of 1,053 feet, more or less, to the aforesaid Southwesterly Right of Way line of STATE ROAD No. 13, and the POINT OF BEGINNING.

A PORTION OF THE AFORESAID PROPERTY NOW BEING KNOWN AS: the plat of Rivertown Main Street District - Section 1, recorded in Plat Book 63, page 36; plat of Rivertown Main Street District - Section 2, recorded in Plat Book 64, page 28; plat of Rivertown Garden District - Section 1, recorded in Plat Book 64, page 38; the plat of Rivertown Main Street District - Section 2-A, recorded in Plat Book 66, page 41; the plat of Rivertown Lakes 2, recorded in Plat Book 67, page 8; the plat of Rivertown Boulevard and Kendall Crossing Drive Extension recorded in Plat Book 67, page 53; the plat of Rivertown Landings recorded in Plat Book 69, page 20 and the plat of River Town Lakes Unit 1, recorded in Plat Book 69, page 100.

LESS AND EXCEPT THE FOLLOWING:

Lots 1, 2, 3, 4, 5, 11, 20, 30, 35, 36, 44, 45, 48, 54, 56, 58, 59, 61, 62, 63, 65, 67, 68, 69, 71, 73, 74, 76, 77, 78, 79, 80, 83, 84, 86, 88 of Rivertown Main Street District - Section 1, recorded in Plat Book 63, page 36;

Lots 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 125, 127, 133, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 148 plat of Rivertown Main Street District - Section 2, recorded in Plat Book 64, page 28;

Lots 501, 503, 504, 505, 506, 507, 512, 513, 514, 516, 520, 521 the plat of Rivertown Main Street District - Section 2-A, recorded in Plat Book 66, page 41;

Lots 89 through 164 of the plat of Rivertown Lakes 2, recorded in Plat Book 67, page 8;

Tracts SMF-1, C-1, C-2, C-3, A-1, P-1, P-2, PS-1, plat of RiverTown Lakes Unit 1, recorded in Plat Book 69, page 100.

Less and Except that part conveyed in OR 2342, page 269.

Less and Except that part conveyed in OR 2342, page 274.

Less and Except that part conveyed in OR 2759, page 1538.

Less and Except that part conveyed in OR 2873, page 73.

Less and Except that part conveyed in OR 3137, page 537.

Less and Except that part conveyed in OR 3271, page 1301.

Less and Except that part conveyed in OR 3271, page 1329.

Less and Except those lands described in Official Records Book 3348, page 30.

Less and Except that part conveyed in OR 3360, page 419.

Less and Except that part conveyed in OR 3478, page 602.

Less and Except that part conveyed in OR 3591, page 1135.

Award #3 10/19/2023 Supporting Documents

Less and Except that part conveyed in OR 3593, page 698.

Less and Except that part conveyed in OR 3593, page 703.

Less and Except that part conveyed in OR 3599, page 810.

All referenced documents are of the Public Records of St. Johns County, Florida.

EXHIBIT "B"

Personal Property

Tangible and Intangible Personal Property. All tangible and intangible personal property, if any, but only to the extent owned or controlled by Seller (including but not limited to property held in the name of the Association, which is controlled by Seller) and in its possession and used at or in connection with the Property, and only to the extent transferable, but specifically excluding any personal property which Seller uses in connection with the general operation of its business or in connection with development projects other than RiverTown including without limitation the following:

All books and records (whether in written form or another storage media), supplier lists, accounts, approvals, plans, warranties, guaranties, office supplies, forms, plats, surveys, engineering plans, land plans, utility plans, drainage plans, soil reports, landscape plans, as-built plans and surveys, drawings, all copyrights to copyrightable works authorized and authored by the Company, environmental reports, vehicular and pedestrian access plans, wetlands determinations, contract forms and marketing materials, used in the ownership or operation of the Property, but only to the extent such items are assignable.

EXHIBIT "C"**Contracts**

License Agreement between The St. Joe Company, Rivertown Community Association, Inc., and Wendy K. Brody Addendum to License Agreement	9/17/13 10/14/13	Wellness programs at fitness center
License Agreement between The St. Joe Company, Rivertown Community Association, Inc., and The School Board of St. Johns County	8/8/13	Swim practices and meets
License Agreement between The St. Joe Company and American Diabetes Association, Inc.	UNSIGNED	Tour de Cure event
License Agreement between The St. Joe Company and American Diabetes Association, Inc.	9/10/13	Use of RiverTown marks on Tour de Cure event materials
Cost Share Tri-Party Agreement for Landscape and Irrigation Maintenance Services between Rivers Edge Community Development District, The St. Joe Company, and RiverTown Community Association, Inc.	7/1/13	Landscape and irrigation maintenance
Street Lighting Agreement between The St. Joe Company and Florida Power & Light Company	2/3/08	Installation/modification of street lighting
Development and Utility Service Agreement between The St. Joe Company and JEA	12/22/04	Water, wastewater and reclaimed water facilities
License and Indemnification Agreement and Waiver of Claims between The St. Joe Company and Elite Amenities, Inc.	3/14	5k running race for April 4, 2014

EXHIBIT "D"**Association Contracts**

Contract for Aquatics Staffing between Elite Amenities, Inc. and RiverTown Community Association	3/20/13	Lifeguard staffing
Commercial Pools Maintenance Agreement between Rick Arsenault Certified Pool Consultant, Inc. and RiverTown Community Association	4/16/12	Pool maintenance
Association Management Contract between RiverTown Community Association and The Continental Group, Inc.	3/1/13	Association management
Agreement for Consulting Services between RiverTown Community Association and Esposito Design, Inc.	3/26/13	Master plan review and site specific plan review for new construction and remodels
Event Planning Agreement between RiverTown Community Association, Inc. and Melissa Zimmer	12/4/12	Event planning
Private Club License Agreement between RiverTown Community Association, Inc. and American Society of Composers, Authors and Publishers	5/1/12	Music license agreement

EXHIBIT "E"

RiverTown Service Marks

1. Service Mark Registration No. 2,742,330 registered July 29, 2003 for Rivertown in class 37
2. Service Mark Registration No. 3,386,905 registered February 19, 2008 for Follow the River Home in Class 37
3. Service Mark Registration No. 3,469,332 registered July 15, 2008 for a mark consisting of a design of a manatee in Class 37

EXHIBIT “F”

Sales Contracts

1. Real Estate Purchase and Sale Agreement between The St. Joe Company, a Florida corporation, and Dennis Homes, Inc., a Florida corporation, dated March 28, 2011, as amended by that certain First Amendment to Purchase and Sale Agreement dated June 22, 2011, that certain Second Amendment to Purchase and Sale Agreement dated August 5, 2011, that certain Assignment dated August 11, 2011, that certain Third Amendment to Purchase and Sale Agreement dated March 8, 2012 and that certain Fourth Amendment to Purchase and Sale Agreement dated December 4, 2012.

2. Agreement for Purchase and Sale of Real Property (Main Street of RiverTown) between The St. Joe Company, a Florida corporation, and Dennis Homes, Inc., a Florida corporation, dated October 16, 2013.

3. Real Estate Purchase and Sale Agreement Between Seller and Mattamy (Jacksonville) Partnership, a Florida general partnership, dated May 5, 2011, as amended by that certain First Amendment to Purchase and Sale Agreement dated June 6, 2011, that certain Second Amendment to Purchase and Sale Agreement dated June 18, 2011, that certain Third Amendment to Purchase and Sale Agreement dated August 5, 2011 and that certain Fourth Amendment to Purchase and Sale Agreement dated December 19, 2012

4. Real Estate Purchase and Sale Agreement between The St. Joe Company, a Florida corporation, and Weekley Homes, L.P., a Delaware limited partnership, dated May 17, 2011, as amended by that certain First Amendment to RiverTown Purchase and Sale Agreement dated June 29, 2011, that certain Second Amendment to RiverTown Purchase and Sale Agreement dated August 5, 2011, that certain Third Amendment to RiverTown Purchase and Sale Agreement dated December 18, 2012 and that certain Fourth Amendment to RiverTown Purchase and Sale Agreement dated February 25, 2013.

EXHIBIT "G"

Bulk Services Agreements

All of Sellers' right, title and interest in that certain Bulk Services Agreement between AT&T (f/k/a BellSouth Telecommunications, Inc.) and RiverTown Community Association, Inc. dated May 21, 2007, that certain Installation and Services Agreement between AT&T (f/k/a BellSouth Telecommunications, Inc.) and The St. Joe Company dated May 16, 2007, and that certain Developer Agreement between Peoples Gas System and The St. Joe Company dated August 25th, 2006 arising from and after Closing Date (collectively, the "Bulk Services Agreements").

EXHIBIT "H"

Remaining Assets

All books and records (whether in written form or another storage media), supplier lists, accounts, approvals, plans, warranties, guaranties, office supplies, forms, plats, surveys, engineering plans, land plans, utility plans, drainage plans, soil reports, landscape plans, as-built plans and surveys, drawings, environmental reports, vehicular and pedestrian access plans, wetlands determinations, contract forms and marketing materials, used in the ownership or operation of the Property, but only to the extent such items are assignable.

EXHIBIT "I"**Domain Names**

<u>Domain Name</u>	<u>Expiration Date</u>
rivertownfl.com	8/15/2015
rivertownfla.com	1/20/2015
rivertownflorida.com	5/20/2015
rivertownhomes.net	1/20/2015
rivertownhomesales.com	11/18/2015
rivertownhomesales.net	10/31/2015
rivertownhomesforsale.com	10/31/2015
rivertownhomesforsale.net	10/31/2015
rivertownlife.com	6/24/2015
rivertownproperty.com	11/18/2015
rivertownproperty.net	11/18/2015
rivertownrealestate.com	2/8/2015
rivertownrealestate.net	11/18/2015
rivertownrealty.net	11/22/2015
rivertownrealtysales.net	1/20/2015
rivertownsales.net	1/20/2015
rivertownvacationhome.com	3/23/2015
rivertownvacationhome.net	3/23/2015
rivertownvacationhomes.com	3/23/2015
rivertownvacationhomes.net	3/23/2015
rivertownvillage.com	1/27/2015



Formal Bid and Award System

Award 2 November 14, 2019

Type of Award Request: INTENT TO NEGOTIATE (ITN)
Request #: 6453
Requestor Name: Summers, Matt K.
Requestor Phone: (904) 665-7285
Project Title: Repair and Installation of Security Fencing
Project Number: Multiple
Project Location: JEA
Funds: Capital and O&M
Award Estimate: \$3,290,000.00

Description of Request:

The scope of this contract is to secure the services of a qualified contractor which will provide procurement, installation, and maintenance of security fencing and gates at various JEA facilities and sites. The security fencing and gates will consist of multiple compositions including, but not limited to, ornamental metal, galvanized, wood, and black vinyl chain link. In addition, this work may include trenching, excavation, ground clearing, and concrete work.

JEA IFB/RFP/State/City/GSA#: 037-19
Purchasing Agent: Moore, Elizabeth Ann Ellis
Is this a ratification?: NO
If yes, explain:

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
ARMSTRONG FENCE CO.	DON MILLER	DMILLER@ARMSTRONG-FENCE.COM	3226 TALLEYRAND AVE, JACKSONVILLE FL 32206	(904) 356-2333	\$2,627,479.00

Amount for entire term of Contract/PO: \$2,627,479.00
Award Amount for remainder of this FY: \$437,913.20
Length of Contract/PO Term: Five (5) Years, Two (2) - 1 Yr. Renewals
Begin Date (mm/dd/yyyy): 11/30/2019
End Date (mm/dd/yyyy): 11/29/2024
Renewal Options: YES - Two (2), 1 Yr. Renewals

JSEB Requirement: 10%

Comments on JSEB Requirements:
 The Goodly Group of Northeast Florida Inc

BIDDERS:

Name	Amount	BAFO	Final Ranking
ARMSTRONG FENCE CO.	\$3,260,134.00	\$2,627,479.00	1
A NORMAN FENCE CO INC.	\$3,057,845.00	\$3,057,845.00	2
VIGNEAUX CORPORATION	\$3,396,654.31	N/A	N/A

Background/Recommendations:

Advertised on 08/23/2019. Six (6) companies attended the mandatory pre-Response meeting held on 08/28/2019. At Response opening on 09/17/2019, JEA received three (3) Responses. Two Respondents were shortlisted and invited to submit Best and Final Offers (BAFOs). JEA evaluated the companies on price and Armstrong Fence Co. is deemed the lowest responsive and responsible Respondent. A copy of the Response Forms and Workbooks are attached as backups.

When comparing the price between the current contract and the new contract, it resulted in a fifteen percent (15%) savings, or \$121,756.67 annually. Armstrong Fence Co. is the incumbent supplier and JEA is satisfied with their services.

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

- Total cost difference (decrease) for five (5) year contract: \$608,783.40

037-19 - Request approval to award a contract to Armstrong Fence Co. in the amount of \$2,627,479.00, subject to the availability of lawfully appropriated funds.

Manager: Summers, Matt K. - Manager Physical Security
Director: Edwards, Brandon L. - Manager, Physical Security
VP: Hobson, Ted E. - Chief Compliance Officer

APPROVALS:

 11/14/19

 Chairman, Awards Committee Date

 11/14/19

 Financial Analyst, Capital Budget Planning Date

ADDENDUM THREE (3) BAFO - APPENDIX B - RESPONSE FORM

ITN 037-19 REPAIR AND INSTALLATION OF SECURITY FENCING

Submit this Response Form via e-mail to: moorea@jea.com.

Company Name: Armstrong Fence Co.

Company's Address 3226 Talleyroad Ave, Jacksonville, FL 32206

Phone Number: 904-356-2333 FAX No: 904-356-2334 mail Address: dmiller@Armstrong-Fence.com

BID SECURITY REQUIREMENTS <input checked="" type="checkbox"/> None required <input type="checkbox"/> Certified Check or Bond Five Percent (5%)	TERM OF CONTRACT <input type="checkbox"/> One-Time Purchase <input checked="" type="checkbox"/> Annual Requirements – Five (5) years with Two (2) One (1) Year Options <input type="checkbox"/> Other, Specify- Project Completion
---	--

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
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QUANTITIES <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.	INSURANCE REQUIREMENTS <p style="text-align: center;">Insurance required</p>
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PAYMENT DISCOUNTS
 1% 20, net 30
 2% 10, net 30
 Other _____
 None Offered

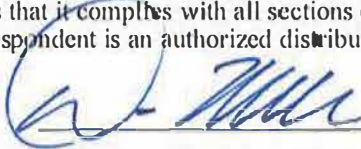
Item No.	ENTER YOUR BID FOR THE FOLLOWING DESCRIBED ARTICLES OR SERVICES: 037-19 REPAIR AND INSTALLATION OF SECURITY FENCING	Total Five (5) Year Response
1	Enter total from Appendix B – Response Workbook Section 1 Labor Rates	\$ <u>903,000.00</u>
2	Enter total from Appendix B – Response Workbook Section 2 Materials	\$ <u>1,724,479.00</u>
3	TOTAL RESPONSE PRICE for Repair And Installation Of Security Fencing – Total of Section 1 Labor Rates and Section 2 Materials	\$ <u>2,627,479.00</u>

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'S 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's 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, and that the Respondent is an authorized distributor or manufacturer of the equipment that meets the Technical Specifications stated herein.

We have received addenda 1 through 3


 Handwritten Signature of Authorized Officer of Company or Agent

10/25/2019
 Date

Don Miller President
 Printed Name and Title

ADDENDUM THREE (3) - BAFO - Appendix B - Response Workbook
 ITN 037-19 REPAIR AND INSTALLATION OF SECURITY FENCING

Company:	ARMSTRONG FENCE CO
Contact:	DON MILLER
Phone No.:	904-356-2333

1. Labor Rates – Labor used for the repair and installation of the security fencing will be provided by the contractor. All services required (including attendance at meetings, back office support, preparation of reports, and travel) will be included in the below rates. Quantities below are the estimated hours for the entirety of the contract term. These quantities are for evaluation purposes and are not a guarantee of future business.

LABOR TYPE	LABOR FUNCTION	SERVICE	UNIT RATE	EST. 5 YEAR QTY	TOTAL
Project Manager	Responsible for the account management, documentation, scheduling, estimation, billing, etc.	Standard Rate	\$ 25.00	1700	\$ 42,500.00
Fence Installation Foreman	Responsible for the management of helpers, jobsite efforts, sign-offs, installation, quality control for repairs, etc.	Standard Rate	\$ 40.00	8200	\$ 328,000.00
		Emergency Rate	\$ 60.00	2500	\$ 150,000.00
Fence Installation Helper	Responsible for assisting foreman, installation, cleaning jobsites, etc.	Standard Rate	\$ 30.00	9000	\$ 270,000.00
		Emergency Rate	\$ 45.00	2500	\$ 112,500.00
GRAND TOTAL -TRANSFER TO RESPONSE FORM ITEM No. 1 LABOR RATES					\$ 903,000.00

XXX-XX REPAIR AND INSTALLATION OF SECURITY FENCING

ADDENDUM THREE (3) - BAFO - Appendix B - Response Workbook

ITN 037-19 REPAIR AND INSTALLATION OF SECURITY FENCING

Company:	ARMSTRONG FENCE CO
Contact:	DON MILLER
Phone No.:	904-356-2333

2. **Materials** – All materials used for the installation and repairs of the security fencing will be provided by the contractor. The material unit pricing below should include all standard delivery shipping and handling charges. Quantities below are estimated for the entirety of the contract term. These quantities are for evaluation purposes and are not a guarantee of future business.

TYPE	DESCRIPTION	UNIT	UNIT PRICE	QTY	EXT. PRICE
1	6' CHAIN LINK FABRIC, 9 AWG, 2" MESH, GALV, W/HARDWARE	L.F.	\$ 2.60	5000	\$ 13,000.00
2	8' CHAIN LINK FABRIC, 9 AWG, 2" MESH, GALV, W/HARDWARE	L.F.	\$ 4.10	15000	\$ 61,500.00
3	TENSION WIRE, 7 AWG, GALV	L.F.	\$ 0.20	20000	\$ 4,000.00
4	TOP GUARD, (3) STRANDS BARBED WIRE, GALV	L.F.	\$ 0.50	20000	\$ 10,000.00
5	TOP GUARD, ANGLE ARM BRACKET, GALV	EACH	\$ 2.75	2000	\$ 5,500.00
6	TOP RAIL, 1 5/8" SCH 40 TUBING, GALV	L.F.	\$ 1.60	20000	\$ 32,000.00
7	10' CORNER/END POST, 3" O.D. SCH 40, GALV, W/HARDWARE	EACH	\$ 40.00	750	\$ 30,000.00
8	12' CORNER/END POST, 3" O.D. SCH 40, GALV, W/HARDWARE	EACH	\$ 75.00	750	\$ 56,250.00
9	8' INTERMEDIATE POST, 2.5" O.D. SCH 40, GALV, W/HARDWARE	EACH	\$ 18.00	500	\$ 9,000.00
10	10' 6" INTERMEDIATE POST, 2.5" O.D. SCH 40, GALV, W/HARDWARE	EACH	\$ 40.00	1500	\$ 60,000.00
11	10' GATE POST, 4" O.D. SCH 40, GALV, W/HARDWARE	EACH	\$ 60.00	400	\$ 24,000.00
12	12' GATE POST, 4" O.D. SCH 40, GALV, W/HARDWARE	EACH	\$ 110.00	400	\$ 44,000.00
13	4" GATE HINGE, BULLDOG, GALV	EACH	\$ 8.00	1500	\$ 12,000.00
14	6' X 3' SINGLE GATE, GALV, W/HARDWARE	EACH	\$ 125.00	3	\$ 375.00
15	6' X 3' SINGLE GATE, GALV, W/HARDWARE AND (3) SBW (7' H)	EACH	\$ 150.00	3	\$ 450.00
16	6' X 12' DOUBLE GATE (2-6'), GALV, W/HARDWARE	EACH	\$ 400.00	3	\$ 1,200.00
17	6' X 12' DOUBLE GATE (2-6'), GALV, W/HARDWARE AND(3) SBW (7' H)	EACH	\$ 450.00	3	\$ 1,350.00
18	6' X 16' DOUBLE GATE (2-8'), GALV, W/HARDWARE	EACH	\$ 500.00	30	\$ 15,000.00
19	6' X 16' DOUBLE GATE (2-8'), GALV, W/HARDWARE AND (3) SBW (7' H)	EACH	\$ 550.00	30	\$ 16,500.00
20	6' X 20' DOUBLE GATE (2-10'), GALV, W/HARDWARE	EACH	\$ 650.00	15	\$ 9,750.00

028-15 REPAIR AND INSTALLATION OF SECURITY FENCING

21	6' X 20' DOUBLE GATE (2-10'), GALV, W/HARDWARE AND (3) SBW (7' H)	EACH	\$ 700.00	15	\$	10,500.00
22	6' X 20' SLIDING GATE, GALV, W/HARDWARE	EACH	\$ 750.00	2	\$	1,500.00
23	6' X 20' SLIDING GATE, GALV, W/HARDWARE AND (3) SBW (7' H)	EACH	\$ 800.00	2	\$	1,600.00
24	8' X 3' SINGLE GATE, GALV, W/HARDWARE	EACH	\$ 150.00	3	\$	450.00
25	8' X 3' SINGLE GATE, GALV, W/HARDWARE AND (3) SBW (9' H)	EACH	\$ 175.00	3	\$	525.00
26	8' X 12' DOUBLE GATE (2-6'), GALV, W/HARDWARE	EACH	\$ 500.00	5	\$	2,500.00
27	8' X 12' DOUBLE GATE (2-6'), GALV, W/HARDWARE AND (3) SBW (9' H)	EACH	\$ 550.00	5	\$	2,750.00
28	8' X 16' DOUBLE GATE (2-8') , GALV, W/HARDWARE	EACH	\$ 525.00	25	\$	13,125.00
29	8' X 16' DOUBLE GATE (2-8'), GALV, W/HARDWARE AND (3) SBW (9' H)	EACH	\$ 575.00	25	\$	14,375.00
32	6' PVT MAXI-SLATS INSERTS, ALL COLORS	L.F.	\$ 5.00	15000	\$	75,000.00
33	8' PVT MAXI-SLATS INSERTS, ALL COLORS	L.F.	\$ 6.00	9500	\$	57,000.00
34	4' X 12' SINGLE T-LINE GATE, GALV, W/HARDWARE	EACH	\$ 125.00	100	\$	12,500.00
35	4' X 16' SINGLE T-LINE GATE, GALV, W/HARDWARE	EACH	\$ 125.00	100	\$	12,500.00
36	6' CHAIN LINK FABRIC, 9 AWG, 2" MESH, GALV, VINYL COATED, W/HARDWARE	L.F.	\$ 5.00	6000	\$	30,000.00
37	8' CHAIN LINK FABRIC, 9 AWG, 2" MESH, GALV, VINYL COATED, W/HARDWARE	L.F.	\$ 6.10	21500	\$	131,150.00
38	TENSION WIRE, 7 AWG, GALV, VINYL COATED	L.F.	\$ 0.40	21500	\$	8,600.00
39	TOP GUARD, (3) STRANDS BARBED WIRE, GALV, VINYL COATED	L.F.	\$ 0.75	21500	\$	16,125.00
40	TOP GUARD, ANGLE ARM BRACKET, GALV, VINYL COATED	EACH	\$ 3.75	2700	\$	10,125.00
41	TOP RAIL, 1 5/8" SCH 40 TUBING, GALV, VINYL COATED	L.F.	\$ 2.20	27000	\$	59,400.00
42	10' CORNER/END POST, 3" O.D. SCH 40, GALV, W/HARDWARE, VINYL COATED	EACH	\$ 80.00	1000	\$	80,000.00
43	12' CORNER/END POST, 3" O.D. SCH 40, GALV, W/HARDWARE, VINYL COATED	EACH	\$ 90.00	1040	\$	93,600.00
44	8' INTERMEDIATE POST, 2.5" O.D. SCH 40, GALV, W/HARDWARE, VINYL COATED	EACH	\$ 40.00	600	\$	24,000.00
45	10' 6" INTERMEDIATE POST, 2.5" O.D. SCH 40, GALV, W/HARDWARE, VINYL COATED	EACH	\$ 50.00	2500	\$	125,000.00
46	10' GATE POST, 4" O.D. SCH 40, GALV, W/HARDWARE, VINYL COATED	EACH	\$ 110.00	300	\$	33,000.00
47	12' GATE POST, 4" O.D. SCH 40, GALV, W/HARDWARE, VINYL COATED	EACH	\$ 120.00	500	\$	60,000.00
48	4" GATE HINGE, BULLDOG, GALV, VINYL COATED	EACH	\$ 15.00	1500	\$	22,500.00
49	6' X 3' SINGLE GATE, GALV, W/HARDWARE, VINYL COATED	EACH	\$ 170.00	3	\$	510.00
50	6' X 3' SINGLE GATE, GALV, W/HARDWARE AND (3) SBW (7' H), VINYL COATED	EACH	\$ 175.00	3	\$	525.00
51	6' X 12' DOUBLE GATE (2-6'), GALV, W/HARDWARE, VINYL COATED	EACH	\$ 620.00	3	\$	1,860.00
52	6' X 12' DOUBLE GATE (2-6'), GALV, W/HARDWARE AND (3) SBW (7' H), VINYL COATED	EACH	\$ 770.00	3	\$	2,310.00
53	6' X 16' DOUBLE GATE (2-8'), GALV, W/HARDWARE, VINYL COATED	EACH	\$ 645.00	30	\$	19,350.00
54	6' X 16' DOUBLE GATE (2-8'), GALV, W/HARDWARE AND (3) SBW (7' H), VINYL COATED	EACH	\$ 800.00	30	\$	24,000.00
55	6' X 20' DOUBLE GATE (2-10'), GALV, W/HARDWARE, VINYL COATED	EACH	\$ 700.00	17	\$	11,900.00

028-15 REPAIR AND INSTALLATION OF SECURITY FENCING

56	6' X 20' DOUBLE GATE (2-10'), GALV, W/HARDWARE AND (3) SBW (7' H), VINYL COATED	EACH	\$ 850.00	17	\$ 14,450.00
57	6' X 20' SLIDING GATE, GALV, W/HARDWARE, VINYL COATED	EACH	\$ 1,000.00	4	\$ 4,000.00
58	6' X 20' SLIDING GATE, GALV, W/HARDWARE AND (3) SBW (7' H), VINYL COATED	EACH	\$ 1,100.00	6	\$ 6,600.00
59	8' X 3' SINGLE GATE, GALV, W/HARDWARE, VINYL COATED	EACH	\$ 175.00	3	\$ 525.00
60	8' X 3' SINGLE GATE, GALV, W/HARDWARE AND (3) SBW (9' H), VINYL COATED	EACH	\$ 180.00	3	\$ 540.00
61	8' X 12' DOUBLE GATE (2-6'), GALV, W/HARDWARE, VINYL COATED	EACH	\$ 720.00	5	\$ 3,600.00
62	8' X 12' DOUBLE GATE (2-6'), GALV, W/HARDWARE AND (3) SBW (9' H), VINYL COATED	EACH	\$ 870.00	5	\$ 4,350.00
63	8' X 16' DOUBLE GATE (2-8'), GALV, W/HARDWARE, VINYL COATED	EACH	\$ 745.00	15	\$ 11,175.00
64	8' X 16' DOUBLE GATE (2-8'), GALV, W/HARDWARE AND (3) SBW (9' H), VINYL COATED	EACH	\$ 925.00	15	\$ 13,875.00
65	8' X 16' CANTILEVER GATE, GALV, W/HARDWARE AND (3) SBW (9' H), VINYL COATED	EACH	\$ 1,300.00	4	\$ 5,200.00
66	8' X 24' CANTILEVER GATE, GALV, W/HARDWARE AND (3) SBW (9' H), VINYL COATED	EACH	\$ 1,600.00	4	\$ 6,400.00
67	6' AEGIS II CLASSIC 3-RAIL	LF	\$ 78.50	1074	\$ 84,309.00
69	8' AEGIS II INVINCIBLE 3-RAIL W/TOP GUARD	LF	\$ 90.00	600	\$ 54,000.00
70	8' IMPASS II GAUNTLET 3-RAIL W/TOPGUARD	LF	\$ 150.50	600	\$ 90,300.00
71	TEMPORARY FENCING	LF	\$ 1.75	2000	\$ 3,500.00

MATERIAL SUBTOTAL: \$ 1,666,979.00

OTHER MATERIAL MARKUP PERCENTAGE (NOT TO EXCEED 20%): \$ 50,000.00 **15%** \$ 57,500.00

GRAND TOTAL -TRANSFER TO RESPONSE FORM ITEM No. Materials : \$ **1,724,479.00**

Award #4 10/19/2023 Supporting Documents

ARMSTRONG FENCE PRICE COMPARISON OLD CONTRACT VS. NEW

LABOR TYPE	LABOR FUNCTION	SERVICE	New Rates (5-YEAR)			Old Rates (3-YEAR)			Apples to Apples
			UNIT RATE	QTY	TOTAL	UNIT RATE	QTY	TOTAL	
Project Manager	Responsible for the account management, documentation, scheduling, estimation, billing, etc.	Standard Rate	\$ 25.00	1700	\$ 42,500.00	\$ 10.00	2,000	\$ 20,000.00	\$ 50,000.00
Fence Installation Foreman	Responsible for the management of helpers, jobsite efforts, sign-offs, installation, quality control for repairs, etc.	Standard Rate	\$ 40.00	8200	\$ 328,000.00	\$ 50.00	4,000	\$ 200,000.00	\$ 160,000.00
		Emergency Rate	\$ 60.00	2500	\$ 150,000.00	\$ 75.00	1,000	\$ 75,000.00	\$ 60,000.00
Fence Installation Helper	Responsible for assisting foreman, installation, cleaning jobsites, etc.	Standard Rate	\$ 30.00	9000	\$ 270,000.00	\$ 40.00	4,000	\$ 160,000.00	\$ 120,000.00
		Emergency Rate	\$ 45.00	2500	\$ 112,500.00	\$ 60.00	1,000	\$ 60,000.00	\$ 45,000.00

TOTAL	\$ 903,000.00	\$ 515,000.00	\$ 435,000.00
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TYPE	DESCRIPTION	UNIT	New Rates (5-YEAR)			Old Rates (3-YEAR)			New Rates w/old quantities
			UNIT PRICE	QTY	EXT. PRICE	UNIT PRICE	QTY	EXT. PRICE	
1	6" CHAIN LINK FABRIC, 9 AWG, 2" MESH, GALV, WHARDWARE	L.F.	\$ 2.60	5000	\$ 13,000.00	\$ 3.00	6,000	\$ 18,000.00	\$ 15,600.00
2	8" CHAIN LINK FABRIC, 9 AWG, 2" MESH, GALV, WHARDWARE	L.F.	\$ 4.10	15000	\$ 61,500.00	\$ 4.10	20,000	\$ 82,000.00	\$ 82,000.00
3	TENSION WIRE, 7 AWG, GALV	L.F.	\$ 0.20	20000	\$ 4,000.00	\$ 0.15	26,000	\$ 3,900.00	\$ 5,200.00
4	TOP GUARD, (3) STRANDS BARBED WIRE, GALV	L.F.	\$ 0.50	20000	\$ 10,000.00	\$ 0.15	26,000	\$ 3,900.00	\$ 13,000.00
5	TOP GUARD, ANGLE ARM BRACKET, GALV	EACH	\$ 2.75	2000	\$ 5,500.00	\$ 2.50	2,600	\$ 6,500.00	\$ 7,150.00
6	TOP RAIL, 1 5/8" SCH 40 TUBING, GALV	L.F.	\$ 1.60	20000	\$ 32,000.00	\$ 1.75	26,000	\$ 45,500.00	\$ 41,600.00
7	10" CORNER/END POST, 3" O.D. SCH 40, GALV, WHARDWARE	EACH	\$ 40.00	750	\$ 30,000.00	\$ 65.00	1,000	\$ 65,000.00	\$ 40,000.00
8	12" CORNER/END POST, 3" O.D. SCH 40, GALV, WHARDWARE	EACH	\$ 75.00	750	\$ 56,250.00	\$ 75.00	1,000	\$ 75,000.00	\$ 75,000.00
9	8" INTERMEDIATE POST, 2.5" O.D. SCH 40, GALV, WHARDWARE	EACH	\$ 18.00	500	\$ 9,000.00	\$ 30.00	600	\$ 18,000.00	\$ 10,800.00
10	10" INTERMEDIATE POST, 2.5" O.D. SCH 40, GALV, WHARDWARE	EACH	\$ 40.00	1500	\$ 60,000.00	\$ 40.00	2,000	\$ 80,000.00	\$ 80,000.00
11	10" GATE POST, 4" O.D. SCH 40, GALV, WHARDWARE	EACH	\$ 60.00	400	\$ 24,000.00	\$ 100.00	300	\$ 30,000.00	\$ 18,000.00
12	12" GATE POST, 4" O.D. SCH 40, GALV, WHARDWARE	EACH	\$ 110.00	400	\$ 44,000.00	\$ 110.00	500	\$ 55,000.00	\$ 55,000.00
13	4" GATE HINGE, BULLDOG, GALV	EACH	\$ 8.00	1500	\$ 12,000.00	\$ 10.00	1,500	\$ 15,000.00	\$ 12,000.00
14	6" X 3" SINGLE GATE, GALV, WHARDWARE	EACH	\$ 125.00	3	\$ 375.00	\$ 200.00	3	\$ 600.00	\$ 375.00
15	6" X 3" SINGLE GATE, GALV, WHARDWARE AND (3) SBW (7 H)	EACH	\$ 150.00	3	\$ 450.00	\$ 250.00	3	\$ 750.00	\$ 450.00
16	6" X 12" DOUBLE GATE (2-6), GALV, WHARDWARE	EACH	\$ 400.00	3	\$ 1,200.00	\$ 600.00	3	\$ 1,800.00	\$ 1,200.00
17	6" X 12" DOUBLE GATE (2-6), GALV, WHARDWARE AND (3) SBW (7 H)	EACH	\$ 450.00	3	\$ 1,350.00	\$ 750.00	3	\$ 2,250.00	\$ 1,350.00
18	6" X 16" DOUBLE GATE (2-8), GALV, WHARDWARE	EACH	\$ 500.00	30	\$ 15,000.00	\$ 625.00	50	\$ 31,250.00	\$ 25,000.00
19	6" X 16" DOUBLE GATE (2-8), GALV, WHARDWARE AND (3) SBW (7 H)	EACH	\$ 350.00	30	\$ 10,500.00	\$ 775.00	50	\$ 38,750.00	\$ 27,500.00
20	6" X 20" DOUBLE GATE (2-10), GALV, WHARDWARE	EACH	\$ 650.00	15	\$ 9,750.00	\$ 650.00	15	\$ 9,750.00	\$ 9,750.00
21	6" X 20" DOUBLE GATE (2-10), GALV, WHARDWARE AND (3) SBW (7 H)	EACH	\$ 700.00	15	\$ 10,500.00	\$ 800.00	15	\$ 12,000.00	\$ 10,500.00
22	6" X 20" SLIDING GATE, GALV, WHARDWARE	EACH	\$ 750.00	2	\$ 1,500.00	\$ 1,200.00	10	\$ 12,000.00	\$ 7,500.00
23	6" X 20" SLIDING GATE, GALV, WHARDWARE AND (3) SBW (7 H)	EACH	\$ 800.00	2	\$ 1,600.00	\$ 1,300.00	10	\$ 13,000.00	\$ 8,000.00
24	6" X 3" SINGLE GATE, GALV, WHARDWARE	EACH	\$ 150.00	3	\$ 450.00	\$ 300.00	3	\$ 900.00	\$ 450.00
25	6" X 3" SINGLE GATE, GALV, WHARDWARE AND (3) SBW (9 H)	EACH	\$ 175.00	3	\$ 525.00	\$ 350.00	3	\$ 1,050.00	\$ 525.00
26	6" X 12" DOUBLE GATE (2-6), GALV, WHARDWARE	EACH	\$ 300.00	5	\$ 1,500.00	\$ 700.00	5	\$ 3,500.00	\$ 2,500.00
27	6" X 12" DOUBLE GATE (2-6), GALV, WHARDWARE AND (3) SBW (9 H)	EACH	\$ 350.00	5	\$ 1,750.00	\$ 850.00	5	\$ 4,250.00	\$ 2,750.00
28	6" X 16" DOUBLE GATE (2-8), GALV, WHARDWARE	EACH	\$ 525.00	25	\$ 13,125.00	\$ 725.00	25	\$ 18,125.00	\$ 13,125.00
29	6" X 16" DOUBLE GATE (2-8), GALV, WHARDWARE AND (3) SBW (9 H)	EACH	\$ 575.00	25	\$ 14,375.00	\$ 875.00	25	\$ 21,875.00	\$ 14,375.00
32	6" PVT MAXI-SLATS INSERTS, ALL COLORS	L.F.	\$ 5.00	15000	\$ 75,000.00	\$ 5.00	15,000	\$ 75,000.00	\$ 75,000.00
33	8" PVT MAXI-SLATS INSERTS, ALL COLORS	L.F.	\$ 6.00	9500	\$ 57,000.00	\$ 6.00	20,000	\$ 120,000.00	\$ 120,000.00
34	6" X 12" SINGLE T-LINE GATE, GALV, WHARDWARE	EACH	\$ 125.00	100	\$ 12,500.00	\$ 250.00	100	\$ 25,000.00	\$ 12,500.00
35	6" X 16" SINGLE T-LINE GATE, GALV, WHARDWARE	EACH	\$ 125.00	100	\$ 12,500.00	\$ 350.00	100	\$ 35,000.00	\$ 12,500.00
36	6" CHAIN LINK FABRIC, 9 AWG, 2" MESH, GALV, VINYL COATED, WHARDWARE	L.F.	\$ 5.00	6000	\$ 30,000.00	\$ 5.00	6,000	\$ 30,000.00	\$ 30,000.00
37	8" CHAIN LINK FABRIC, 9 AWG, 2" MESH, GALV, VINYL COATED, WHARDWARE	L.F.	\$ 6.10	21500	\$ 131,150.00	\$ 6.10	10,000	\$ 61,000.00	\$ 61,000.00
38	TENSION WIRE, 7 AWG, GALV, VINYL COATED	L.F.	\$ 0.40	21500	\$ 8,600.00	\$ 0.25	16,000	\$ 4,000.00	\$ 6,400.00
39	TOP GUARD, (3) STRANDS BARBED WIRE, GALV, VINYL COATED	L.F.	\$ 0.75	21500	\$ 16,125.00	\$ 0.25	16,000	\$ 4,000.00	\$ 12,000.00
40	TOP GUARD, ANGLE ARM BRACKET, GALV, VINYL COATED	EACH	\$ 3.75	2700	\$ 10,125.00	\$ 3.50	1,600	\$ 5,600.00	\$ 6,000.00
41	TOP RAIL, 1 5/8" SCH 40 TUBING, GALV, VINYL COATED	L.F.	\$ 2.20	27000	\$ 59,400.00	\$ 2.25	16,000	\$ 36,000.00	\$ 35,200.00
42	10" CORNER/END POST, 3" O.D. SCH 40, GALV, WHARDWARE, VINYL COATED	EACH	\$ 80.00	1000	\$ 80,000.00	\$ 80.00	1,000	\$ 80,000.00	\$ 80,000.00
43	12" CORNER/END POST, 3" O.D. SCH 40, GALV, WHARDWARE, VINYL COATED	EACH	\$ 90.00	1040	\$ 93,600.00	\$ 90.00	1,000	\$ 90,000.00	\$ 90,000.00
44	8" INTERMEDIATE POST, 2.5" O.D. SCH 40, GALV, WHARDWARE, VINYL COATED	EACH	\$ 40.00	600	\$ 24,000.00	\$ 40.00	600	\$ 24,000.00	\$ 24,000.00
45	10" INTERMEDIATE POST, 2.5" O.D. SCH 40, GALV, WHARDWARE, VINYL COATED	EACH	\$ 50.00	2500	\$ 125,000.00	\$ 50.00	1,000	\$ 50,000.00	\$ 50,000.00
46	10" GATE POST, 4" O.D. SCH 40, GALV, WHARDWARE, VINYL COATED	EACH	\$ 110.00	300	\$ 33,000.00	\$ 110.00	300	\$ 33,000.00	\$ 33,000.00
47	12" GATE POST, 4" O.D. SCH 40, GALV, WHARDWARE, VINYL COATED	EACH	\$ 120.00	500	\$ 60,000.00	\$ 120.00	500	\$ 60,000.00	\$ 60,000.00
48	4" GATE HINGE, BULLDOG, GALV, VINYL COATED	EACH	\$ 15.00	1500	\$ 22,500.00	\$ 15.00	1,500	\$ 22,500.00	\$ 22,500.00
49	6" X 3" SINGLE GATE, GALV, WHARDWARE, VINYL COATED	EACH	\$ 170.00	3	\$ 510.00	\$ 210.00	3	\$ 630.00	\$ 510.00
50	6" X 3" SINGLE GATE, GALV, WHARDWARE AND (3) SBW (7 H), VINYL COATED	EACH	\$ 175.00	3	\$ 525.00	\$ 260.00	3	\$ 780.00	\$ 525.00
51	6" X 12" DOUBLE GATE (2-6), GALV, WHARDWARE, VINYL COATED	EACH	\$ 620.00	3	\$ 1,860.00	\$ 620.00	3	\$ 1,860.00	\$ 1,860.00
52	6" X 12" DOUBLE GATE (2-6), GALV, WHARDWARE AND (3) SBW (7 H), VINYL COATED	EACH	\$ 770.00	3	\$ 2,310.00	\$ 770.00	3	\$ 2,310.00	\$ 2,310.00
53	6" X 16" DOUBLE GATE (2-8), GALV, WHARDWARE, VINYL COATED	EACH	\$ 645.00	30	\$ 19,350.00	\$ 645.00	50	\$ 32,250.00	\$ 32,250.00
54	6" X 16" DOUBLE GATE (2-8), GALV, WHARDWARE AND (3) SBW (7 H), VINYL COATED	EACH	\$ 800.00	30	\$ 24,000.00	\$ 800.00	50	\$ 40,000.00	\$ 40,000.00
55	6" X 20" DOUBLE GATE (2-10), GALV, WHARDWARE, VINYL COATED	EACH	\$ 700.00	17	\$ 11,900.00	\$ 700.00	15	\$ 10,500.00	\$ 10,500.00
56	6" X 20" DOUBLE GATE (2-10), GALV, WHARDWARE AND (3) SBW (7 H), VINYL COATED	EACH	\$ 850.00	17	\$ 14,450.00	\$ 850.00	15	\$ 12,750.00	\$ 12,750.00
57	6" X 20" SLIDING GATE, GALV, WHARDWARE, VINYL COATED	EACH	\$ 1,000.00	4	\$ 4,000.00	\$ 1,300.00	10	\$ 13,000.00	\$ 10,000.00
58	6" X 20" SLIDING GATE, GALV, WHARDWARE AND (3) SBW (7 H), VINYL COATED	EACH	\$ 1,100.00	6	\$ 6,600.00	\$ 1,400.00	10	\$ 14,000.00	\$ 11,000.00
59	6" X 3" SINGLE GATE, GALV, WHARDWARE, VINYL COATED	EACH	\$ 175.00	3	\$ 525.00	\$ 310.00	3	\$ 930.00	\$ 525.00
60	6" X 3" SINGLE GATE, GALV, WHARDWARE AND (3) SBW (9 H), VINYL COATED	EACH	\$ 180.00	3	\$ 540.00	\$ 360.00	3	\$ 1,080.00	\$ 540.00
61	6" X 12" DOUBLE GATE (2-6), GALV, WHARDWARE, VINYL COATED	EACH	\$ 720.00	5	\$ 3,600.00	\$ 720.00	5	\$ 3,600.00	\$ 3,600.00
62	6" X 12" DOUBLE GATE (2-6), GALV, WHARDWARE AND (3) SBW (9 H), VINYL COATED	EACH	\$ 870.00	5	\$ 4,350.00	\$ 870.00	5	\$ 4,350.00	\$ 4,350.00
63	6" X 16" DOUBLE GATE (2-8), GALV, WHARDWARE, VINYL COATED	EACH	\$ 745.00	15	\$ 11,175.00	\$ 745.00	25	\$ 18,625.00	\$ 18,625.00
64	6" X 16" DOUBLE GATE (2-8), GALV, WHARDWARE AND (3) SBW (9 H), VINYL COATED	EACH	\$ 925.00	15	\$ 13,875.00	\$ 925.00	25	\$ 23,125.00	\$ 23,125.00
65	6" X 16" CANTILEVER GATE, GALV, WHARDWARE AND (3) SBW (9 H), VINYL COATED	EACH	\$ 1,300.00	4	\$ 5,200.00	\$ 1,500.00	40	\$ 60,000.00	\$ 52,000.00
66	6" X 24" CANTILEVER GATE, GALV, WHARDWARE AND (3) SBW (9 H), VINYL COATED	EACH	\$ 1,600.00	4	\$ 6,400.00	\$ 2,100.00	40	\$ 84,000.00	\$ 64,000.00
67	6" AEGIS II CLASSIC 3-RAIL	LF	\$ 78.50	1074	\$ 84,399.00	N/A	N/A	N/A	N/A
69	6" AEGIS II INVINCIBLE 3-RAIL W/TOP GUARD	LF	\$ 90.00	600	\$ 54,000.00	N/A	N/A	N/A	N/A
70	6" IMPASS II GAUNTLET 3-RAIL W/TOP GUARD	LF	\$ 150.50	600	\$ 90,300.00	N/A	N/A	N/A	N/A
71	TEMPORARY FENCING	LF	\$ 1.75	2000	\$ 3,500.00	N/A	N/A	N/A	N/A
	8" x 16" CANTILEVER GATE, GALV, WHARDWARE AND (3) SBW (9H)	EACH	N/A	N/A	N/A	\$ 1,400.00	40	\$ 56,000.00	N/A
	8" x 24" CANTILEVER GATE, GALV, WHARDWARE AND (3) SBW (9H)	EACH	N/A	N/A	N/A	\$ 2,000.00	40	\$ 80,000.00	N/A
	TOTAL				\$ 1,666,979.00			\$ 1,884,540.00	\$ 1,599,270.00
	GRAND TOTAL				\$ 2,569,979.00			\$ 2,399,540.00	\$ 2,034,270.00

PERCENTAGE MARKUP FOR ITEMS NOT ON LIST

15%

30%

Annual Savings \$ 121,756.67

Savings Percentage 15%

Approved by the JEA Awards Committee

Date: 06/02/2022 Item# 6

Formal Bid and Award System

Award #6 June 2, 2022

Type of Award Request: CONTRACT INCREASE
Requestor Name: Summers, Matt K.
Requestor Phone: (904) 665-7285
Project Title: Repair and Installation of Security Fencing
Project Number: Multiple
Project Location: JEA
Funds: Capital and O&M
Budget Estimate: \$3,290,000.00

Scope of Work:

The scope of this contract is to secure the services of a qualified contractor which will provide procurement, installation, and maintenance of security fencing and gates at various JEA facilities and sites. The security fencing and gates will consist of multiple compositions including, but not limited to, ornamental metal, galvanized, wood, and black vinyl chain link. In addition, this work may include trenching, excavation, ground clearing, and concrete work.)

JEA IFB/RFP/State/City/GSA#: 037-19
Purchasing Agent: Lovgren, Rodney
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
ARMSTRONG FENCE CO.	DON MILLER	DMILLER@ARMSTRONG-FENCE.COM	3226 TALLEYRAND AVE, JACKSONVILLE FL 32206	(904) 356-2333	\$770,000.00

Amount of Original Award: \$2,627,479.00
Date of Original Award: 11/19/2019
Change Order Amount: \$770,000.00

List of Previous Change Order/Amendments:

CPA #	Amount	Date
186110	\$262,747.90	05/09/2022

New Not-To-Exceed Amount: \$3,660,226.90
Length of Contract/PO Term: Five (5) Years, Two (2) – 1 Yr. Renewals
Begin Date (mm/dd/yyyy): 11/30/2019
End Date (mm/dd/yyyy): 11/29/2024
Renewal Options: YES – Two (2), 1 Yr. Renewals
JSEB Requirement: 10 %

Comments on JSEB Requirements:

The Goodly Group of Northeast Florida Inc - 5.0%

Background/Recommendations:

Originally bid and approved by Awards Committee on 11/14/2019 in the amount of \$2,627,479.00 to Armstrong Fence Co. A copy of the original award is attached as backup.

This contract increase is to provide additional funds to support continued use of the contract. JEA funds contract not to exceed amounts based on current or forecast of the next fiscal year funds available, which typically does not support the full term of the contract when established for a five-year term. Supply Chain will return to the Awards Committee as necessary to add funds to support continued use through the term of the contract, as long as supplier performance and rates are acceptable.

Armstrong agrees to the labor rates in accordance with the original contract terms. However, like most contractors, Armstrong has struggled with materials prices. The contract contains a fifteen percent (15%) cost plus markup rate included to support materials where pricing has experienced volatility. Considering the market, the rates and markup structure is deemed reasonable.

Cost Center or PN	Fiscal Year 2022	Fiscal Year 2023
Security 208-SS11 Water	\$40,000.00	\$260,000.00
Security 208-SS10 Electric	\$50,000.00	\$260,000.00
O&M 3100		\$160,000.00
Total	\$90,000.00	\$680,000.00

Request approval to award a contract increase to Armstrong Fence Co. for fence installation and repair services in the amount of \$770,000.00, for a new not-to-exceed amount of \$3,660,226.90, subject to the availability of lawfully appropriated funds.

Manager: Summer, Matt K. – Manager Physical Security
Director: Edwards, Brandon L. - Director Security & Emergency Preparedness
VP: McElroy, Alan D. - VP Supply Chain & Operations Support

APPROVALS:

Stephen Datz 6-02-22
Chairman, Awards Committee **Date**

Laure A Whitmer 6/2/22

Budget Representative **Date**

Award #4 10/19/2023 Supporting Documents

Armstong Fence CPA 186110										
Capital or O&M	Index / Project # / Cost Center	Expense Type	O&M Spreadsheet Line	FY24	FY25	FY26	FY27	FY28	FY29	
Capital	8008987	IND SER - SEC		\$ 650,000.00						\$ 650,000.00
Capital	8008933	IND SER - SEC		\$ 260,000.00						\$ 260,000.00
O&M	HE31000	IND SER - SEC		\$ 200,000.00						\$ 200,000.00
										\$ -
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Award Totals				\$ 1,110,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,110,000.00

Date	Event	Tracking Amount
11/14/2019	Original Award	\$ 2,627,479.00
5/9/2022	10% increase	\$ 262,747.90
6/2/2022	Contract Increase	\$ 770,000.00
6/24/2022	10% increase	\$ 366,022.00
10/19/2023	This Increase	\$ 1,110,000.00
	New NTE	\$ 5,136,248.90



Formal Bid and Award System

Award #2 08/15/2019

Type of Award Request: INVITATION TO NEGOTIATE (ITN)
Request #: 6585
Requestor Name: Howard, Joshua
Requestor Phone: 904-665-7831
Project Title: Northside Generating Station Refractory Repair Services
Project Number: 30300 (FY 20 budget lines 186, 197 and 226)
Project Location: JEA
Funds: O&M
Budget Estimate: \$5,000,000.00 (Budget Amount)

Scope of Work:

The purpose of this Invitation to Negotiate (the "ITN") is to evaluate and select a contractor that can provide refractory repair services for JEA's Electric Generating Stations (also referred to as the "Work" or "Services").

The scope of services includes, but is not limited to, furnishing all supervision, labor, materials, tools, equipment, consumables, and subcontractors necessary for refractory installation which includes:

- Brick mason work and anchor installation
- Pour casting
- Pneumatic gunning
- Spray applications
- Materials & equipment receiving, unloading, hauling, staging and storage at designated locations
- Qualifications Testing (both material and applicator) and the performance of other associated operations for all material, structures, equipment and accessories described herein

This service contract will positively affect JEA Measures of Value:

- Customer Value: Maintenance programs increase safe operational reliability and stability
- Financial Value: Correctly planned and timed inspections and maintenance, limit personnel and equipment liability during emergencies, downtime and need to purchase ad hoc services at higher rates.

JEA IFB/RFP/State/City/GSA#: 099-19
Purchasing Agent: Lovgren, Rodney
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
PLIBRICO COMPANY LLC	Deryle Oberry	doberiv@nlicbrico.com	1401 Chamber Drive, Bartow FL 33830	863-519-5044	\$4,389,164.82

Amount for entire term of Contract/PO: \$4,389,164.82
Award Amount for remainder of this FY: \$0.00

Award #5 10/19/2023 Supporting Documents

Length of Contract/PO Term:	Five (5) Years w/ Two (2) - One (1) Year Renewals
Begin Date (mm/dd/yyyy):	08/30/2019
End Date (mm/dd/yyyy):	08/29/2024
Renewal Options:	Yes - Two (2) - One (1) Year Renewals
JSEB Requirement:	N/A – Optional

BIDDERS:

Name	Original Amount	Original Rank	BAFO Amount	BAFO Rank
PLIBRICO COMPANY LLC	\$4,689,560.34	1	\$4,389,145.38	1
ATLANTIC FIRE BRICK	\$6,715,393.85	2	\$5,418,931.65	2

Advertised on 05/13/2019. Four (4) prime contractors attended the optional pre-response meeting held on 05/21/2019. At Response opening on 06/18/2019, JEA received two (2) Responses. Two (2) Respondents were short-listed and invited to submit Best and Final Offers (BAFO). JEA evaluated the companies only on price. Plibrico Inc. (the incumbent) is the lowest responsive and responsible Respondents. A copy of the BAFO bid form, workbooks and BAFO evaluation summary are attached as backup.

The work for this contract will be maintenance and call out repairs coordinated during operations and outages. Payments will be made in accordance with the unit prices on the bid workbook.

The equipment unit prices and markups are fixed for the term of the contract, labor rates are fixed for the first year and subject to Company / International Bricklayers and Craftworkers Labor Union (IBAC) contract labor rate price adjustment (published contract documentation) in lieu of CPI, not to exceed 3% annually.

The award amount of \$4,389,164.82 is \$610,835.18 less than the budget estimate of \$5,000,000.00. A budget reduction may be made in future fiscal years, based on repair and maintenance actuals.

Plibrico lowered their total bid price by \$300,414.96 or approximately six percent (6%) in the BAFO round. The pricing approach was changed from previous incumbent contract to this Bid (JEA removed itemized small rental equipment, small billed equipment and tool & supply billing and replaced with an overhead markup). This yields an approximate four percent (4%) decrease or \$187,904.32 in forecast charges over the life of the contract.

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

- **Total cost difference:** \$187,904.32
- **Total sourcing savings:** \$112,510.64 (BAFO savings)

080-19 – Request approval to award a contract to Plibrico Inc. for Northside Generating Station Refractory Repair Services in the amount of \$4,389,164.82, subject to the availability of lawfully appropriated funds.

Award #5 10/19/2023 Supporting Documents

Manager: Howard, Joshua P. - Mgr Energy Production Maintenance
Director: Pruitt, Chris N. - Sr Mgr Generation Support
Sr. Director: Kipp, James R. - Sr Dir Generation
VP: Anders, Caren B. - VP/GM Energy

APPROVALS:

 _____ 8/15/19
Chairman, Awards Committee **Date**

 _____ 8/15/19
Manager, Capital Budget Planning **Date**

BAFO - APPENDIX B PROPOSAL FORM

099-19 Northside Generating Station Refractory Repair Services

Submit an electronic copy of this Bid Form by the BAFO Response due date to: lovgrd@jea.com

Company Name: Plibrico Company, LLC _____

Company's Address 1401 Chamber Drive, Bartow FL 33830 _____

License Number: 24013 Class A _____

Phone Number: 863-519-5044 FAX No: 863-519-5575 Email Address: doberry@plibrico.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 Response Opening
- Samples may be required subsequent to Bid Opening

SECTION 255.05, FLORIDA STATUTES CONTRACT BOND

- None required
- Bond required \$250,000.00

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

Description of Services	TOTAL BID PRICE
Total Bid Price for Work as described in this Solicitation from Bid Workbook	\$4,389,164.82

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 _____ 4 _____

Dale B Johnson 7-29-19
Handwritten Signature of Authorized Officer of Company or Agent Date

Dale B Johnson General Manager Dale B Johnson
Printed Name and Title

Acknowledge receipt of this addendum on the Response Form

099-19 Addendum 3 BAFO Appendix B Rates Workbook - NGS Boiler Refractory Repair Services

Estimated Labor, Travel and Per Diem Costs (5 Year Estimate)

Labor										Per Diem			
LABOR CLASSIFICATIONS	ESTIMATED ST HRS	ST RATE (\$/HR)	ESTIMATED ST LABOR COST	ESTIMATED OT HRS	Overtime RATE ¹ (ST x 1.5) \$ / HR	ESTIMATED OT LABOR COST	ESTIMATED OT HRS	Double Time Rates	Estimated Double Time Labor Cost	\$ PER DIEM / MAN (Including Meals & Lodging) ^{2,3}	ESTIMATED # OF MAN DAYS	ESTIMATED PER DIEM COST	
SUPERINTENDENT	4000	\$ 65.94	\$ 263,760.00	1700	\$ 84.65	\$ 143,905.00	300	\$ 105.48	\$ 31,644.00	\$ 95.00	100	\$ 9,500.00	
FOREMAN	8000	\$ 59.45	\$ 475,600.00	2975	\$ 75.42	\$ 224,374.50	525	\$ 93.13	\$ 48,893.25	\$ 95.00	200	\$ 19,000.00	
JOURNEYMAN	10000	\$ 57.29	\$ 572,900.00	4250	\$ 72.30	\$ 307,275.00	750	\$ 88.97	\$ 66,727.50	\$ 95.00	200	\$ 19,000.00	
CERTIFIED WELDER	2000	\$ 75.65	\$ 151,300.00	425	\$ 104.48	\$ 44,404.00	75	\$ 114.67	\$ 8,600.25	\$ -	25	\$ -	
HELPER / LABORER	8000	\$ 36.24	\$ 289,920.00	3400	\$ 47.32	\$ 160,888.00	600	\$ 47.32	\$ 28,392.00	\$ -	25	\$ -	
Subtotal - Straight Time Labor Cost			\$ 1,753,480.00	Subtotal - OT Labor Cost			\$ 880,846.50	Subtotal - Travel Cost		\$ 184,257.00	Subtotal - Per Diem Cost		\$ 47,500.00
			A1				A2			A3			A4
Travel - Mileage - List the number of miles / round trip for the various labor classifications. Entering zero for a classification is acceptable, however, if a zero is entered for mileage, that labor classification will not be able to bill for mileage for the term of the contract. (The same rule applies to per Diem).				LABOR CLASSIFICATION	Mileage rate included fuel (IRS rate - JEA Travel Policy)	Miles / Round trip	Estimated number of round trips		Mileage Subtotal				
				SUPERINTENDENT	\$0.58	0	100		A5	\$0.00			
				FOREMAN	\$0.58	150	250		A6	\$21,750.00			
				JOURNEYMAN	\$0.58	424	250		A7	\$61,480.00			
				CERTIFIED WELDER	\$0.58	0	50		A8	\$0.00			
				HELPER / LABORER	\$0.58	0	50		A9	\$0.00			
SUBTOTAL INPUT SHEET 1 = A1 + A2 + A3 + A4 + A5 + A6 + A7 + A8 + A9													\$ 2,949,313.50

Notes

- Double Time (2X) Labor rates may be permitted only with prior approval by the JEA Representative - the Company shall provide state or national union for verification of Double time.
- All Travel shall comply with JEA's Travel Policy. Current IRS.gov mileage rates will apply. Current daily **maximum** Per Diem rate (meals & lodging) per JEA Contractor Travel Policy is 150.00.
- JEA will only pay per diem for Contractors that reside greater than 75 miles one way from Northside Generating Station (NGS).
- Roundtrip - defined as residence to NGS site and back to residence - must be greater than 150 miles.
- A Bidder may enter zero for per diem, for certain labor classifications, if the Bidder plans use labor that will not incur per diem or mileage, however, entering zero, will mean, that labor classification will NOT be allowed to bill for per diem or labor for the Term of the Contract.

Subtotal Bid Price = Input Sheet 1 + Input Sheet 2 + Input Sheet 3	\$ 4,064,041.50
HOME OFFICE OVERHEAD	% Mark up 8%
	\$ 325,123.32
TOTAL BID PRICE 5-YEARS = Input Sheet 1 + Input Sheet 2 + Input Sheet 3 + HOME OFFICE OVERHEAD	\$ 4,389,164.82

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RESPONDENT RATES WORKBOOK
NGS Boiler Refractory Repair Services

EQUIPMENT OPERATING COSTS - 5 Year Estimate		Day - Equipment Rate			Week - Equipment Rate			Month - Equipment Rate			TOTAL COST
EQUIPMENT TYPE	ESTIMATED UNITS	UNIT	COST / UNIT	ESTIMATED UNITS	UNIT	COST / UNIT	ESTIMATED UNITS	UNIT	COST / UNIT	(ESTIMATED UNITS x COST / UNIT)	
TRUCKS											
Job Truck (including Fuel)	130	PER DAY	\$ 50.00	70	Per Week	\$ 250.00	10	Per Month	\$ 750.00	\$ 31,500.00	
Material Truck (Including Fuel) \$/Mile							10000	Miles (anytime)	\$ 1.65	\$ 16,500.00	
REFRACTORY EQUIPMENT (JEA WILL ONLY ACCEPT BILLING FOR THE FOLLOWING EQUIPMENT AT THE RATE LISTED BELOW. JEA WILL NOT ACCEPT THE FOLLOWING EQUIPMENT TO BE BILLED AT RENTAL COST +).											
350 CFM Air Compressor - including any ancillary equipment, fittings, hoses, etc.	130	PER DAY	\$ 524.00	10	Per Week	\$ 1,398.00	10	Per Month	\$ 2,793.00	\$ 109,030.00	
750 CFM Air Compressor - including any ancillary equipment, fittings, hoses, etc.	130	PER DAY	\$ 771.00	10	Per Week	\$ 1,967.00	10	Per Month	\$ 4,911.00	\$ 168,010.00	
Pump rig (cast pouring) - including any ancillary equipment, fittings, hoses, etc.	32	PER DAY	\$ 900.00	4	Per Week	\$ 3,600.00	8	Per Month	\$ 5,500.00	\$ 87,200.00	
Gunite Machine - including any ancillary equipment, fittings, hoses, etc.	32	PER DAY	\$ 350.00	4	Per Week	\$ 1,450.00	8	Per Month	\$ 4,350.00	\$ 51,800.00	
Mortar Mixer (Heavy Duty)	32	PER DAY	\$ 100.00	4	Per Week	\$ 400.00	8	Per Month	\$ 1,200.00	\$ 14,400.00	
Forklift (All-terrain)	67	PER DAY	\$ 618.00	9	Per Week	\$ 1,400.00	9	Per Month	\$ 2,308.00	\$ 75,498.00	
Welding Rig (Bobcat 250 or larger)	67	PER DAY	\$ 414.00	9	Per Week	\$ 1,050.00	9	Per Month	\$ 2,378.00	\$ 56,750.00	
SUBTOTAL EQUIPMENT COST										\$ 610,728.00	
SUBTOTAL INPUT SHEET 2 = B1										\$ 610,728.00	

B1

NGS Boiler Refractory Repair Services

MATERIALS - 5 Year Estimate			
DESCRIPTION	ESTIMATED COST	MARKUP % Not To Exceed 10%	TOTAL COST
Materials Markup%	\$350,000.00	10%	\$ 385,000.00
TOTAL COST - MATERIALS			\$ 385,000.00

C1

EQUIPMENT RENTAL INVOICE MARKUP - 5 Year Estimate			
DESCRIPTION	ESTIMATED COST	MARKUP % Not To Exceed 10%	TOTAL COST
Equipment Rental Invoice Markup%	\$50,000.00	10%	\$ 55,000.00
TOTAL COST - EQUIPMENT RENTAL INVOICE MARKUP			\$ 55,000.00

C2

SUBCONTRACT MARKUP - 5 Year Estimate			
DESCRIPTION	ESTIMATED COST	MARKUP % Not To Exceed 10%	TOTAL COST
Subcontract plus Markup %	\$50,000.00	10%	\$ 55,000.00
TOTAL COST - SUBCONTRACT PLUS MARKUP			\$ 55,000.00

C3

QA TESTING REQUIREMENTS - 5 Year Estimate			
DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE / SAMPLE TEST	TOTAL COST
Cold Crushing Strength, Density, and Abrasion Resistance Testing	30	\$ 300.00	\$ 9,000.00
TOTAL COST - QA TESTING REQUIREMENTS			\$ 9,000.00

C4

SUBTOTAL INPUT SHEET 3 = C1 + C2 + C3 + C4			\$ 504,000.00
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099-19 Refractory Services for Northside Generating Station

LABOR	Forecast	Esc. Base to 2019 Incumbent 060-15	5% Escalated to 2019	Plibrico First Round	Plibrico - BAFO	Incumbent to BAFO % change	Increase / (Savings)	Atlantic FireBrick First Round	Atlantic FireBrick BAFO
STRAIGHT TIME	included in totals to right	\$ 1,657,540.00	\$ 1,740,417.00	\$ 1,852,060.00	\$ 1,753,480.00	0.75%	\$ 13,063.00	\$ 2,213,760.00	\$ 2,155,600.00
1.5 TIME	included in totals to right	\$ 866,791.75	\$ 910,131.34	\$ 928,782.25	\$ 880,846.50	-3.22%	\$ (29,284.84)	\$ 1,303,985.00	\$ 1,275,939.25
DOUBLE TIME	included in totals to right	\$ 194,087.25	\$ 203,791.61	\$ 194,087.25	\$ 184,257.00	-9.59%	\$ (19,534.61)	\$ 300,058.50	\$ 293,456.25
PER DIEM	included in totals to right	\$ 45,000.00	\$ 47,250.00	\$ 47,500.00	\$ 47,500.00	0.53%	\$ 250.00	\$ 82,500.00	\$ 49,500.00
Travel	included in totals to right	\$121,800.00	\$ 127,890.00	\$91,756.00	\$83,230.00	-34.92%	\$ (44,660.00)	\$ 81,200.00	\$61,306.00
EQUIPMENT TOTAL	included in totals to right	\$ 730,000.00	\$ 766,500.00	\$ 724,000.00	\$ 610,710.00	-20.32%	\$ (155,790.00)	\$ 1,627,500.00	\$ 594,600.00
MARK UPS									
MATERIALS	\$ 350,000.00	18%	18%	10%	10%	-44%	\$ (28,000.00)	10%	10%
RENTAL MARK UP	\$ 50,000.00	18%	18%	10%	10%	-44%	\$ (4,000.00)	10%	10%
SUBCONTRACTOR	\$ 50,000.00	10%	10%	10%	10%	0%	\$ -	10%	10%
Material Subtotal		\$ 536,300.00	\$ 563,115.00						
QA TESTING	30	\$ 310.00	\$ 310.00	\$ 300.00	\$ 300.00	-3%	\$ (300.00)	\$ 30.00	\$ 30.00
Subtotal Bid Price		\$ 4,151,519.00	\$ 4,359,094.95	\$ 4,342,185.50	\$ 4,064,023.50	-7%	\$ (295,071.45)	\$ 6,104,903.50	\$ 4,926,301.50
Home Office Overhead		N/A	N/A	8%	8%		\$ 347,374.84	10%	10%
Total Bid Price		\$ 4,151,519.00	\$ 4,359,094.95	\$ 4,689,560.34	\$ 4,389,145.38	0.69%	\$ 30,050.43	\$ 6,715,393.85	\$ 5,418,931.65
Adjusted Total Bid to include a 5% consumable use			\$ 4,577,049.70	BAFO reduction	\$ 300,414.96	-4.1%	\$ (187,904.32)	BAFO Reduction	\$ 1,296,462.20
The Escalated incumbent pricing \$4,359M used for comparison to the BAFO Bid does not include small tools, consumables and other rental equipment that in the new Contract will be rolled into the overhead. This will make Contract Admin eaier and An Estimated savings using 5% due to rolling consumables / small equipment into overhead				\$ 217,954.75	Plicbrico lowered their First Round Price by approximately 6% or \$300K, after negotiation meetings. <u>On Bid items only</u> , a total estimated increase of \$30,050.43 over contract life, or a .7% increase.			Atlantic Firebrick, lowered their First Round Price by approximately 19% or \$1.3M, after negotiation meetings.	

Incumbent Bid Total (excluding tools, supplies, small equipment rental)	\$4,359,094.95
Delta (5% small tool, equipment charge)	\$217,954.75
Incumbent Bid Total (including tools, supplier, small equipment rental)	\$4,577,049.70
	compared to
New Bid includes an overhead in lieu of tool / equipment charge)	\$ 4,389,145.38
Net Forecast savings	\$ 187,904.32
As a Percent	- 4.1%



BAC Local 8 Southeast
 501 Pulliam Street SW, Suite 319
 Atlanta, GA 30312
 404-893-5809

Plibrico Company, LLC
 May 1, 2019- April 30, 2020

Robert Baker
 407-489-3567
 rbaker@bacsoutheast.org

	Journeyman	Third Year 7-12 months	Third Year 1-6 months	Second Year 7-12 months	Second Year 1-6 months	7-12 months	1-6 months
		90%	80%	70%	60%	55%	50%
Base Wage	\$24.06	\$21.65	\$19.25	\$16.84	\$14.44	\$13.23	\$12.03
Health & Welfare	\$4.15	\$4.15	\$4.15	\$4.15	\$4.15	\$4.15	\$4.15
Local Pension	\$1.65	\$1.65	\$1.65	\$1.65	\$1.65	\$1.65	\$1.65
Int'l Pension	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50
IU PPA	\$0.30	\$0.30	\$0.30	\$0.30	\$0.30	\$0.30	\$0.30
Local Annuity	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
IMI	\$0.43	\$0.43	\$0.43	\$0.43	\$0.43	\$0.43	\$0.43
Total Package	\$31.09	\$28.68	\$26.28	\$23.87	\$21.47	\$20.26	\$19.06
Benefit Total	\$7.03	\$7.03	\$7.03	\$7.03	\$7.03	\$7.03	\$7.03

Local Dues	\$0.93	\$0.86	\$0.79	\$0.72	\$0.64	\$0.61	\$0.57
Int'l Dues	\$0.31	\$0.29	\$0.26	\$0.24	\$0.21	\$0.20	\$0.19
VAC	\$0.30	\$0.30	\$0.30	\$0.30	\$0.30	\$0.30	\$0.30
Total Deduction	\$1.54	\$1.45	\$1.35	\$1.25	\$1.16	\$1.11	\$1.06

* These wages are valid for the first year of the Contract.*

Union Representative Signature and Date

Robert Baker 4/29/19
 Contractor Signature and Date

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ARTICLE 26

FOUR TEN-HOUR WORK DAYS

The contractor will have the prerogative to work four (4) ten (10) hour work days, Monday through Thursday, at straight time by notifying the Union three (3) days in advance and three (3) days' notice at the conclusion of a 4-10 work week. Friday will be a makeup day a minimum of ten (10) hours will be worked on a makeup day. All Hours worked over forty (40) will be at time and one-half

ARTICLE 27

WAGES

Effective Date MAY 1, 2016

Base Wage	\$22.84
International Health Fund	\$3.43
IU Pension	\$0.50
Florida Local Pension	\$1.65
Local JATC	\$0.25
IMI	\$0.10
PPA	0.18
Total Package	\$28.95

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****Schedule of Base Rates for Apprentices are calculated at percentages of a Journey persons**

Base Rate

***IU. Dues Check-off is equivalent to 1% of Total Pkg. *Local Dues Check-off is equivalent to 3.0% of Total Pkg.**

FOREMAN\$1.50 above journeyman scale
GENERAL FOREMAN\$2.50 above journeyman scale

**JEA COST PARTICIPATION
AGREEMENT FOR
EXTENSION OF UTILITY SYSTEM**

THIS AGREEMENT, made and entered into this 6th day of October, 2023 by and between Katie Cove Development, Inc whose address is 2120 Corporate Square Blvd Suite 3, Jacksonville, Florida 32216 (hereinafter called "Developer"), and JEA, whose address is 21 W. Church St., Jacksonville, FL 32202 (hereinafter called "JEA").

RECITALS

WHEREAS, Developer owns certain real property in Duval County, which is more particularly described on Exhibit "A" attached hereto and, by reference made a part hereof (hereinafter referred to as "Developer Property"); and

WHEREAS, Developer has plans to develop immediately the Developer's Property by platting and/or other improvements thereon consisting of: 2020-4323 Katie Cove subdivision consisting of 35 single family units (hereinafter referred to as the "Development"); and

WHEREAS, Developer desires to extend existing and proposed improvements to JEA's water, wastewater and/or reclaimed water system (hereinafter called "JEA's Utility System") to serve the Development by: Upsize approximately 4,920 feet of 8" and 10" water main to 16", (hereinafter called "Developer's Extension"); and

WHEREAS, JEA is willing to expand JEA's Utility System to provide such service, so that the Development may have furnished to it and to its occupants an adequate water supply and wastewater disposal system, subject to all the terms and conditions of this Agreement; and

WHEREAS, JEA and the Developer recognize that water is a natural resource of limited supply and wastewater treatment and disposal is a necessity for public health and thus, the water supply and disposal of wastewater must be regulated and controlled and the subject only of a reasonable and beneficial use to assure an adequate supply of water and adequate wastewater treatment capacity for all members of the public served by JEA; and

WHEREAS, the Developer and JEA further recognize that the supply of water and wastewater disposal service by JEA to the Development is subject to regulation, prohibition, limitation and restriction by local, state and federal governmental agencies, as well as JEA; and

WHEREAS, in order to facilitate the timely completion of the expansion of JEA's Utility System, the Developer and JEA

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wish to set forth the terms and conditions for sharing the cost of the construction and installation of the Developer's Extension.

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

1. Effect of Recitals. The above recitals are incorporated into the body of this Agreement and are adopted as findings of fact.
2. Term. The term of this Agreement shall begin upon execution by both parties (the "Effective Date") and shall end upon acceptance by JEA of Developer's Extension unless earlier terminated as provided herein, but in no event shall the term of this Agreement exceed **3 years** from the Effective Date. Notwithstanding anything to the contrary herein, JEA may, in its sole discretion, extend the term of this Agreement for a period not to exceed one year if such extension is necessary to complete the Developer's Extension, so long as Developer is making progress toward completion.
3. Conveyance of Developer's Extension. Developer shall, in accordance with the terms of this Agreement, (i) complete the Developer's Extension on or before **September 30, 2027** and (ii) cause to be conveyed to JEA, free and clear of all encumbrances, the Developer's Extension in consideration for the payment by JEA to Developer of the lump sum price of \$ **472,949.06** ("Contract Price"), [which sum represents the difference between the value of the Developer's Extension as constructed and the value of a project that would have been required to solely serve the Development] OR [which sum represents JEA's cost participation percentage as set forth in Section 2.1 of the JEA Cost Participation Policy], pursuant to Section 8 of this Agreement. Developer shall submit to JEA engineering plans and specifications for the Developer's Extension prepared by Developer's engineer and at Developer's cost, which plans, and specifications shall be approved in writing by JEA prior to any construction. Said plans and specifications shall comply with the JEA Water and Wastewater standards in effect at the time the plans and specifications are submitted to JEA. All construction of Developer's Extension shall be done by the Developer at Developer's cost pursuant to JEA's Cost Participation Policy and Procurement Code, and shall be consistent with JEA's Water and Wastewater Standards. Following conveyance by Developer, and acceptance by JEA, Developer's Extension, additions, repairs and replacements thereto shall at all times remain the sole, complete and exclusive property of and under the control of JEA, and the Developer shall have no right or claim in and to the Developer's Extension, but the Developer's Extension shall be used for providing service to the Development.
4. Contractor Selection. Developer shall procure all contractors performing work in connection with the construction and installation of the Developer's Extension in compliance with the applicable provisions of the JEA Procurement Code and Cost Participation Policy. Contractor selection shall be subject to the consent of JEA, which shall not be unreasonably withheld.

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5. Plans. Prior to commencement of construction, Developer shall submit construction plans to JEA that include, at a minimum, a route survey depicting all improvements located in rights-of-way and/or dedicated easements, including, but not limited to, roads, driveways, landscaping, right-of-way boundaries, easements, and existing utilities. JEA will review said plans for constructability, hydraulic efficiency and conformity with JEA specifications. *Soft digs and geotechnical surveys may be required and will be determined during the plan review phase.* Upon satisfactory completion of the aforementioned 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. Once construction has commenced, Developer may not modify construction plans without JEA's written approval, which shall not be unreasonably withheld.
6. Performance Bond. Developer shall not begin construction on the Developer's Extension until it has posted a performance bond in a form acceptable to JEA guaranteeing completion of the Developer's Extension.
7. Permits. The Developer shall be responsible for procurement of all applicable permits and will submit to JEA one (1) copy of each permit issued for the project e.g.: FDEP, SJRWMD, applicable FDOT, County or City right of way permits, railroad crossing, etc. JEA reserves the right to withhold funding until all applicable permits have been obtained.
8. Contract Price. The Contract Price constitutes the total lump sum compensation payable to the Developer under this Agreement. All duties, responsibilities and obligations assigned to or undertaken by the Developer shall be at the Developers expense without change in the Contract Price. Should Developer make any changes to the design, plans and/or specifications after receiving JEA's approval under Section 5 above, any additional costs associated with these changes shall be the responsibility of the Developer. Should circumstances be found by the awarded contractor which were not included in Developer's design, plan and specifications and result in additional costs to the awarded contractor, these additional costs shall be the sole responsibility of the Developer. JEA approval of any modification of construction plans is solely for the purposes of confirming that such modification is consistent with applicable JEA Water and Wastewater Standards and does not constitute consent on the part of JEA for assumption of additional costs associated with such modification.
9. Developer's Representative. The Developer is responsible for management of the construction phases of the project and will appoint a qualified professional engineer ("Engineer") licensed in the State of Florida as its project representative during the construction period. The Engineer will make visits to the site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of the contractor's executed work. Based on information obtained during such visits and observations, Engineer will endeavor on the behalf of the Developer to determine, in general, if the work is proceeding in accordance with the plans described in Section 2 of

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this Agreement, any document described on Exhibit B, as described in Section 6 of this Agreement, and the construction contract for the Developer's Extension.

10. Project Close-out and Acceptance. Project close-out shall occur when the Developer has made satisfactory completion of the construction and acceptance processes as stated herein and in Exhibit B titled, "JEA Project Checklist" and likewise satisfied the terms of this Agreement in full.

11. Payment Procedures. Upon satisfactory review of the Developer's Application for Payment by JEA's construction inspector, JEA shall make a 50% progress payment on account of the Contract Price. This 50% payment shall be measured by the schedule of values or in the case of unit price work, based on the number of units completed.

(a) Final Payment - Upon satisfactory completion of the Work in accordance with the project close-out and acceptance process as stated in Section 10 herein, the Developer shall submit to JEA a request for final payment for the balance of the contract amount. Upon review and approval of JEA Project Manager, JEA will pay the balance of the lump sum contract price.

(b) The Developer warrants and guarantees that title to all work, materials, and equipment covered by any Application for Payment whether incorporated in the Project or not, will pass to JEA no later than the time of payment free and clear of all liens, judgments, encumbrances and mortgages.

12. Indemnification and Hold Harmless Provisions. In special consideration of the work herein described, the sufficiency of which is hereby acknowledged, Developer hereby agrees as follows:

Developer shall hold harmless, indemnify and defend JEA and its officers, employees, agents, and contractors against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not limited to attorney's fees and court costs) arising out of injury (whether mental or corporeal) to persons, including death or damage to property arising out of or incidental to this Agreement, whether or not such injury is due to or caused by the negligence of JEA or otherwise, excluding only the sole gross negligence of JEA.

13. Grant of Easement and or Deed Rights. Developer shall grant to JEA, its successors and assigns, the (i) exclusive, perpetual right, privilege and easement to construct, reconstruct, operate, maintain, repair, replace, improve, alter, remove, relocate and inspect water transmission and distribution mains, wastewater collection mains, reclaimed water distribution mains, pipe lines, lateral lines, valves, connections and appurtenant equipment over, across and under a twenty (20) foot strip of land centered on where the system lies on the Developer's Property or (ii) for certain systems including but not limited to pump or lift stations, a fee simple conveyance by Special Warranty Deed over property of variable dimensions together with the right of ingress and egress for both (i) and (ii). 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 and or deed, in recordable form to be approved by JEA, specifically granting to JEA the above rights necessary, in the discretion of JEA, to provide water and wastewater utility service to the Developer's Property. Nothing contained in this Agreement shall prevent Developer or any

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subsequent owner of Developer's Property from exercising itself or granting exclusive or non-exclusive rights, privileges and/or easements to any other parties for the furnishing of utility services other than water and wastewater, provided that JEA's use, occupancy and enjoyment of its easements are not unreasonably interfered with. JEA shall not be obligated to furnish any water or wastewater service to any building which may be built on Developer's Property to which it does not have access.

14. Developer's Right to Connect. Provided that Developer has complied with the terms of this Agreement and provided that the Developer's Extension is installed with the approval of JEA and in compliance with the requirements of all public, governmental or other agencies having supervision, regulation, direction or control of such water and wastewater utility systems, JEA shall allow Developer or its successors in-title to connect the Developer's Extension into JEA's Utility System.

15. Contract Administration. Developer shall be responsible for administering all aspects of the construction contract for the construction of Developer's Extension, including, but not limited to, review and processing of invoices and other contract documents, review and resolution of technical issues (whether foreseen or unforeseen) that arise during construction, and facilitating project close-out upon completion of construction. Developer shall be responsible for all costs associated with said contract administration. It shall also be Developer's responsibility to coordinate construction schedules of its contractors.

16. JEA's Right of Termination of Agreement and Service. Unless there is a material default of this Agreement by JEA which is not cured within ten (10) days following the receipt by JEA of Developer's notice of such default, JEA shall have the right to refuse to provide service, the right to terminate service to any building within Developer's Property, and the right to terminate this Agreement in the event Developer defaults or fails to comply with any of the terms and conditions of this Agreement in a timely manner and fails to cure such default or fails to comply within ten (10) days following the receipt by Developer of JEA's notice of such default or failure to comply. In the event of termination, Developer shall be responsible for all actual costs of removing the connection and restoring JEA's water and/or sewerage system(s) to the condition(s) existing immediately prior to the connection(s).

17. Force Majeure. 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 hereof, proximately caused by Force Majeure. The term "Force Majeure" as employed herein shall be acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, wars, blockades, riots, acts of Armed Forces, epidemics, delays by carriers, 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 which are beyond the control of the party claiming force majeure and qualify under Florida's impossibility of performance principles.

18. Approval by Governmental Agencies. JEA's obligations under this Agreement are contingent upon Developer

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obtaining all necessary approvals for Developer's Extension from all applicable governmental agencies. Developer hereby assumes the risk of loss as a result of the denial or withdrawal of the approval of any concerned governmental agency, or caused by an act of any governmental agency which affects the ability of JEA to provide water, wastewater and/or reclaimed water service to Developer not within the sole control of JEA and which, by exercise of due diligence, JEA is unable to overcome.

19. No Prohibition of Further Extension. This Agreement shall not prohibit or prevent JEA from extending JEA's utility system in or to areas not referred to herein to serve other developers or consumers; provided, however, such extension of utility service shall not cause the Developer's extension to become overloaded and shall not adversely affect the reservation of capacity.

20. Modification of Development Plans. Should the Developer modify its development plans for Developer's Property which would require greater water usage, greater fire flows, additional water facilities, greater wastewater flows, or additional wastewater facilities than the water and wastewater demands designed and approved under the engineering plans and specifications which are the subject of this Agreement, then Developer shall enter into a new agreement with JEA providing for the construction of such additional water or wastewater facilities meeting all JEA's and governmental design requirements and shall pay all additional contributions and fees as may be authorized by JEA's Tariff or the Florida Public Service Commission, or its successor, at the date said new agreement is executed.

21. Notice of Connection to Wastewater System. Developer shall give JEA written notice that Developer is connecting the Developer's Extension to JEA's wastewater collection system no less than two (2) days prior to said connection for inspection. If Developer fails to give said written notice, JEA may require Developer to uncover and expose said connection for inspection, at the sole cost of Developer.

22. Connection of Buildings. Developer shall at its sole cost and expense connect the private property water pipes and the private property wastewater pipes of each building constructed on Developer's Property to the meters and wastewater laterals of Developer's Extension as reflected in plans and specifications approved by JEA.

23. Application for Service. Developer, its successors, or the occupant(s) of the Developer's Property, shall make written application to JEA for the opening of an account(s) for service. Said application is to be made only after the payment of all costs set forth herein. At the time of making said application for service, the applicant shall pay all service charges as set forth in JEA's Tariff.

24. Notice of Transfer of Developer's Property. Developer agrees to provide proper written notice to JEA of the actual date of the legal transfer of water and wastewater services from Developer to any third party. Developer shall remain responsible for all costs and expenses, including utility bills, which arise as a result of Developer's failure to notify or improper notification to JEA.

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25. Insurance. Developer shall not commence work under this Agreement until it has obtained insurance in the types and amounts set forth in Exhibit C, attached hereto and incorporated herein, and provided JEA with Certificates of Insurance naming JEA as additional insured.
26. No Prohibition of Further Extension. This Agreement shall not prohibit or prevent JEA from extending JEA's utility system in or to areas not referred to herein to serve other developers or consumers; provided, however, such extension of utility service shall not cause the Developer's extension to become overloaded and shall not adversely affect the reservation of capacity.
27. Modification of Development Plans. Should the Developer modify its development plans for Developer's Property which would require greater water usage, greater fire flows, additional water facilities, greater wastewater flows, or additional wastewater facilities than the water and wastewater demands designed and approved under the engineering plans and specifications which are the subject of this Agreement, then Developer shall enter into a new agreement with JEA providing for the construction of such additional water or wastewater facilities meeting all JEA's and governmental design requirements and shall pay all additional contributions and fees as may be authorized by JEA's Tariff or the Florida Public Service Commission, or its successor, at the date said new agreement is executed.
28. Miscellaneous.
- (a) This Agreement supersedes all previous agreements or representations either verbal or written heretofore in effect between Developer and JEA and made with respect to the matters contained herein, and when duly executed constitutes the complete Agreement between Developer and JEA. Any amendment to this Agreement shall be in writing and executed by the fully authorized representatives of Developer and JEA.
 - (b) Developer is an independent contractor in the performance of all activities under this Agreement. Nothing in this Agreement shall be construed to create an employment, agency, or partnership relationship between Developer and JEA.
 - (c) No third-party beneficiary status or interest is conveyed to any third party by this Agreement.
 - (d) Except as provided herein, neither Developer nor JEA shall assign, transfer, or sell any of the rights created under, or associated with, this Agreement without the express written consent of the non-assigning party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, nothing in this section shall prevent Developer from assigning or otherwise transferring its rights and duties under this Agreement to an affiliate, subsidiary, or parent company of Developer upon written notice to JEA.
 - (e) Developer shall maintain records sufficient to document completion of the work performed under this Agreement. Upon JEA's request, Developer shall allow JEA to audit its financial and operating records for the purpose of determining invoice accuracy or otherwise assessing compliance with this Agreement. Developer agrees to allow JEA personnel or their qualified representative access such records at Developer's offices upon reasonable notice. All audit work will be done on Developer's premises, and no Developer documentation will be

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removed from Developer's offices. Developer agrees to have knowledgeable personnel available to answer questions for the auditors during the time the auditors are at Developer's offices and for a period of two weeks thereafter. Developer shall provide to JEA audited financial statements for the most recent fiscal year upon JEA's request no later than five days after receipt of written request from JEA.

(f) This Agreement was made and executed in Jacksonville, Florida, and shall be interpreted and construed according to the laws of the State of Florida. Litigation involving this Agreement, or any provision thereof shall take place in the State or Federal Courts located in Jacksonville, Duval County, Florida.

(g) Should any provision of the Agreement be determined by the courts to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions will not be impaired.

(h) The headings used in the paragraphs of this Agreement are solely for the convenience of the parties and the parties agree that they shall be disregarded in the construction of this Agreement.

(i) This Agreement shall inure to and be binding upon the heirs, successors and assigns of the parties hereto. It is understood that Developer may assign its rights hereunder to successor/owners of the Developer's parcels of real property included in the Developer's Property.

IN WITNESS WHEREOF, the parties hereto have duly executed this contract, in duplicate, the date and year first above written.

ATTEST:

Robert Zammataro

Digitally signed by Robert Zammataro
Date: 2023.09.26 08:53:03-04'00'

Robert J. Zammataro, PE
Director W/WW Planning & Development

JEA

Pedro A. Melendez, PE
VP Planning Engineering & Construction

ATTEST:

Signature

Randy G. Martinuzzi

Print or Type Name

Project Manager

Title

DEVELOPER

Signature

John A. Semanik

Print or Type Name

CEO

Title

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I hereby certify that the expenditure contemplated by the foregoing contract has been duly authorized, and provision has been made for the payment of the monies provided therein to be paid.

Laure A Whitmer

Laure A. Whitmer
Director of Budgets

Form Approved:

Office of General Counsel

Exhibit A

Developer's Property Legal Description

PART OF THE F.M. ARREDONDO GRANT, SECTION 39, TOWNSHIP 1 NORTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE CENTER LINE OF STARRATT ROAD (A 60.0 FOOT RIGHT-OF-WAY) WITH THE CENTER LINE OF BONEY ROAD (A 60.0 FOOT RIGHT-OF-WAY); THENCE NORTH 80 DEGREES 25 MINUTES 50 SECONDS WEST, 901.8 FEET, A LONG THE CENTER LINE OF SAID STARRATT ROAD, TO A POINT; THENCE NORTH 09 DEGREES 34 MINUTES 10 SECONDS EAST, 30.0 FEET, TO A POINT OF THE NORTH LINE OF SAID STARRATT ROAD; THENCE NORTH 01 DEGREES 57 MINUTES 30 SECONDS WEST, 1733.6 FEET; THENCE SOUTH 88 DEGREES 02 MINUTES 30 SECONDS WEST, 230.13 FEET; THENCE NORTH 16 DEGREES 23 MINUTES 00 SECONDS EAST, 172.4 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 16 DEGREES 23 MINUTES 00 SECONDS EAST, 222.8 FEET; THENCE NORTH 32 DEGREES 52 MINUTES 00 SECONDS WEST, 40 FEET, MORE OR LESS, TO THE CENTER OF AN EXISTING BRANCH; THENCE SOUTHWESTERLY, 343 FEET, MORE OR LESS, ALONG THE CENTER OF SAID BRANCH AND FOLLOWING ITS MEANDERINGS THEREOF TO A POINT THAT IS SOUTH 89 DEGREES 50 MINUTES 00 SECONDS WEST OF THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 50 MINUTES 00 SECONDS EAST, 171 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

TOGETHER WITH A 30.0 FOOT EASEMENT FOR INGRESS AND EGRESS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PART OF THE F.M. ARREDONDO GRANT, SECTION 39, TOWNSHIP 1 NORTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE CENTER LINE OF STARRATT ROAD (A 60.0 FOOT RIGHT-OF-WAY.) WITH THE CENTER LINE OF BONEY ROAD (A 60.0 FOOT RIGHT-OF-WAY); THENCE NORTH 80 DEGREES 25 MINUTES 50 SECONDS WEST, 901.8 FEET, ALONG THE CENTER LINE OF SAID STARRATT ROAD; THENCE NORTH 09 DEGREES 34' MINUTES 10 SECONDS EAST, 30.0 FEET, TO A POINT IN THE NORTH LINE OF SAID STARRATT ROAD AND THE POINT OF BEGINNING; THENCE NORTH 01 DEGREES 57 MINUTES 30 SECONDS WEST, 1733.6 FEET; THENCE SOUTH 88 DEGREES 02 MINUTES 30 SECONDS WEST, 230.13 FEET; THENCE NORTH 16 DEGREES 23 MINUTES 00 SECONDS EAST, 172.4 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 00 SECONDS WEST, 31.3 FEET; THENCE SOUTH 16 DEGREES 23 MINUTES 00 SECONDS WEST, 205.04 FEET; THENCE NORTH 88 DEGREES 02 MINUTES 30 SECONDS EAST, 241.68 FEET; THENCE SOUTH 01 DEGREES 57 MINUTES 30 SECONDS EAST, 1697.48 FEET, TO THE NORTH LINE OF SAID STARRATT ROAD; THENCE SOUTH 80 DEGREES 25 MINUTES 50 SECONDS EAST, 30.62 FEET, ALONG THE NORTH LINE OF SAID STARRATT ROAD, TO THE POINT OF BEGINNING.

and,

THE LAND IS DESCRIBED AS FOLLOWS:

A PART OF THE F. M. ARREDONDO GRANT, SECTION 39, TOWNSHIP 1 NORTH, RANGE 27 EAST, AND A PART OF THE MOSES HARROLD GRANT, SECTION 46, TOWNSHIP 1 NORTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTER LINE INTERSECTION OF BONNEY ROAD AND STARRATT ROAD; THENCE NORTH 80 DEGREES 25 MINUTES 50 SECONDS WEST 901.8 FEET ALONG THE CENTER LINE OF STARRATT ROAD; THENCE NORTH 9 DEGREES 34 MINUTES 10 SECONDS EAST 30.0 FEET TO A POINT IN THE NORTHERLY LINE OF STARRATT ROAD; THENCE NORTH 1 DEGREE 57 MINUTES 30 SECONDS WEST 1892.2 FEET; THENCE NORTH 0 DEGREES 10 SECONDS WEST 270.2 FEET TO THE POINT OF BEGINNING; THENCE

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SOUTH 0 DEGREES 10 MINUTES EAST 270.2 FEET TO AN IRON AND POINT "X"; THENCE SOUTH 1 DEGREE 57 MINUTES 30 SECONDS EAST, 1892.2 FEET TO THE NORTHERLY LINE OF STARRATT ROAD; THENCE NORTH 80 DEGREES 25 MINUTES 50 SECONDS WEST 102.35 FEET ALONG SAID ROAD TO THE POINT OF CURVE, CONCAVE TO THE NORTHEAST; THENCE WESTERLY ALONG SAID CURVE, WITH A RADIUS OF 1113.39 FEET, A CHORD BEARING AND DISTANCE OF NORTH 73 DEGREES 47 MINUTES 20 SECONDS WEST 249.98 FEET TO ITS POINT OF TANGENCY AT AN IRON; THENCE NORTH 19 DEGREES 11 MINUTES 30 SECONDS WEST 1489.0 FEET TO AN IRON IN THE HEAD OF A SPRING BRANCH THIS BEING THE SAME AS THE FOURTH COURSE OF DEED BOOK 1769, PAGE 222; THENCE DOWN SAID BRANCH 620.0 FEET MORE OR LESS IN A NORTHEASTERLY DIRECTION TO A POINT THAT IS SOUTH 89 DEGREES 50 MINUTES WEST FROM POINT "X"; THENCE NORTH 89 DEGREES 50 MINUTES EAST 26 FEET MORE OR LESS TO AN IRON; THENCE CONTINUE NORTH 89 DEGREES 50 MINUTES EAST 146.0 FEET TO AN IRON THAT IS SOUTH 89 DEGREES 50 MINUTES WEST, 176.1 FEET FROM POINT "X"; THENCE NORTH 16 DEGREES 23 MINUTES EAST 222.8 FEET; THENCE NORTH 32 DEGREES 52 MINUTES WEST 27.9 FEET TO AN IRON; THENCE CONTINUE NORTH 32 DEGREES 52 MINUTES WEST 12.0 FEET MORE OR LESS TO THE CENTER OF THE HERETOFORE SAID BRANCH; THENCE NORTHEASTERLY ALONG THE CENTER OF SAID BRANCH TO CENTER OF THE RUN OF EDWARDS CREEK; THENCE EASTERLY DOWN THE RUN OF EDWARDS CREEK TO A POINT THAT IS OPPOSITE A POINT ON THE SOUTHERLY BANK OF SAID CREEK, THAT IS NORTH 0 DEGREES 10 MINUTES WEST 47.0 FEET MORE OR LESS FROM THE POINT OF BEGINNING; THENCE SOUTHERLY TO THE POINT ON SAID SOUTHERLY BANK; THENCE SOUTH 0 DEGREES 10 MINUTES EAST 47.0 FEET MORE OR LESS TO THE POINT OF BEGINNING.

Exhibit B

JEA Project Checklist



Acceptance Checklist

Project Name:	_____	Availability #:	_____
Engineer:	_____	Phone :	_____
Developer:	_____	Phone :	_____
Utility Contractor:	_____	Phone :	_____

_____ Address of Pump/Lift Station: _____

_____ Electric Meter #: _____

_____ Service Provider: _____

_____ **Bill of Sale for water and/or sewer improvements:** This is required under the water and sewer code, whereby all materials and appurtenances in the system(s) legally become the property of JEA. **Original signature and Notarized**

_____ **Dedication Warranty:** 2-year contractor warranty for infrastructure improvements. **Original signature & must include Contractor's License No.**

_____ **Engineer's Final Certification:** Certificate in accordance with para 654.124 (Subdivision Regulations is on file) **Original signature with PE seal**

_____ **Owner's Affidavit of Construction Completion:** The original affidavit should be completed by the owner or developer. The affidavit should address JEA not the City of Jacksonville. **Original signature and Notarized**

_____ **Schedule of Values:** Be sure to include all applicable project information, including pump station information at the bottom of the document.

_____ **As-Built Approval Letter(s)**

_____ **Clearance Certificates on Water, Sewer and Reclaim Mains:**
Letters of certification from JEA and/or FDEP.

_____ **Approved Deed of Dedication, Easement(s), Recorded Plat, Hold Harmless Agreement**

_____ **Pump Station "Start-Up":** A copy of the pump station start-up report with the name of the pump (ex. Myers), control panel (ex. Unitron) and pump site address.

_____ **Record of Final Inspection:** Final inspection record should indicate attendees and deficiencies noted. The original with Project Engineer/Inspector's Certification that all punch-list items have been satisfied.

Please submit all applicable documents for final utility acceptance and service.

Exhibit C

Insurance Requirements

Before starting and until acceptance of the Work by JEA, and without further limiting its liability under the Contract, Developer shall procure and maintain at its sole expense, or shall require its contractor to procure and maintain, insurance of the types and in the minimum amounts stated below:

Workers' Compensation

Florida Statutory coverage and Employer's Liability (including appropriate Federal Acts); Insurance Limits: Statutory Limits (Workers' Compensation) \$500,000 each accident (Employer's Liability).

Commercial General Liability

Premises-Operations, Products-Completed Operations, Contractual Liability, Independent Contractors, Broad Form Property Damage, Explosion, Collapse and Underground, Hazards (XCU Coverage) as appropriate; Insurance Limits: \$1,000,000 each occurrence, \$2,000,000 annual aggregate for bodily injury and property damage, combined single limit.

Automobile Liability

All autos-owned, hired, or non-owned; Insurance Limits: \$1,000,000 each occurrence, combined single limit.

Excess or Umbrella Liability

(This is additional coverage and limits above the following primary insurance: Employer's Liability, Commercial General Liability, and Automobile Liability); Insurance Limits: \$2,000,000 each occurrence and annual aggregate.

Developer's Commercial General Liability, Excess or Umbrella Liability and Professional Liability (if applicable) policies shall remain in force throughout the duration of the project and until the Work is completed to JEA's satisfaction. The Indemnification provision provided herein is separate and is not limited by the type of insurance or insurance amounts stated above.

Developer shall specify JEA as additional insured for all coverage except Workers' Compensation and Employer's Liability. Such insurance shall be primary to any and all other insurance or self-insurance maintained by JEA. Company shall include a Waiver of Subrogation on all required insurance in favor of JEA, their board members, officers, employees, agents, successors and assigns.

Such insurance shall be written by a company or companies licensed to do business in the State of Florida and satisfactory to JEA. Prior to commencing any Work under this Contract, certificates evidencing the maintenance of the insurance shall be furnished to JEA for approval. Company's and its subcontractors' Certificates of Insurance shall be mailed to JEA (Attn. Risk Management Services), 21 West Church Street, T12, Jacksonville, FL 32202-3139.

The insurance certificates shall provide that no material alteration or cancellation, including expiration and non-renewal, shall be effective until thirty (30) days after receipt of written notice by JEA.

Any contractors or subcontractors of Developer shall procure and maintain the insurance required of Developer hereunder during the life of the subcontracts. Subcontractors' insurance may be either by separate coverage or by endorsement under insurance provided by Developer. Developer shall submit subcontractors' certificates of insurance to JEA prior to allowing Subcontractors to perform Work on JEA's job sites.

BID PROPOSAL

Katie Cove

For

**KATIE COVE DEVELOPMENT, INC.
2120 Corporate Square Blvd, Suite 3
Jacksonville, FL 32216**

DUE DATE

April 10th, 2023 before 4 PM

To: **KATIE COVE DEVELOPMENT, INC.**

From: Earthworks of Florida, LLC

In accordance with the Invitation to Bid for **Katie Cove**, the undersigned proposes to construct all work necessary to construct a complete utility system for the offsite **water main** as shown on the plans released for bid and the Geotechnical Report, and in accordance with all JEA, and City of Jacksonville requirements as applicable, JEA Standards and Specifications and the Florida Department of Environmental Protection permits. Technical Project Specifications for this project is subject to the JEA specifications in publication at the time of bid. Please visit JEA.com for further information. Bidder is required to provide for close coordination and scheduling of the work with the existing site work currently being performed by others and including by not limited to, Owners Testing consultants and soft utilities. It is imperative that Bidder take this coordination into account when preparing their bids.

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

A **MANDATORY** pre-bid meeting will be held at **1:00 P.M. Thursday March 23rd, 2023** at **3530 Agricultural Center Drive STE 209, St. Augustine, FL 32092**. Prospective bidders are required to contact **Chris Favre** at **Favre.nfes@gmail.com** in advance of the meeting to receive an invitation. Failure to attend the meeting will preclude the prospective bidder from responding to this Invitation to Bid. Prospective bidders may NOT arrive after the time set for the start of the pre-bid meeting in order to be considered in attendance at the meeting.

Any and all questions relative to this project shall be directed in writing by email only to **Chris Favre** at **Favre.nfes@gmail.com** no later than **1:00 PM April 5th, 2023**.

Schedule - Time is of the essence for the construction of this project. The Contractor's schedule shall specifically include dates for each major line item, substantial Completion and Final Acceptance of the improvements from JEA, City of Jacksonville and/or FDOT if applicable. Substantial Completion is defined as completion of pressure testing and as-built survey and a punch list from JEA and Owner's Representative. The Notice to Proceed is anticipated to be **DATE**.

Firms desiring to provide services for the project must submit one (1) original and two (2) copies of the proposal forms and other requested attachments with an electronic copy in pdf format included with the submittal package on a USB flash drive on **Monday April the 10th before 4:00 PM at 3530 Agricultural Center Drive STE 209, St. Augustine, FL 32092**. The requested documents shall be enclosed in an opaque sealed envelope, marked with the project title and name and address of the Proposer. If the proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate

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envelope with a notation “**RESPONSE TO INVITATION FOR BID FOR SEDA ENCLOSED**” on its face. Address responses to: **Chris Favre c/o North Florida Engineering Services, Inc. St. Augustine, FL 32092**. Proposals received after the time and date specified above will be returned unopened to the proposer.

Bidder shall have the following Minimum Qualifications to be considered eligible to submit a Bid in response to this Invitation to Bid. It is the responsibility of the Bidder to submit evidence that it meets the Minimum Qualifications stated below. OWNER and JEA reserves the right to request back up documentation to confirm the Bidder meets the requirements stated herein. A Bidder not meeting all the following criteria may have their Bid rejected:

- The Bidder shall provide two (2) public or private project references similar to the scope of work and have a value greater than or equal to \$2,000,000.00 and substantially completed within the last five (5) years immediately preceding the proposal due date. A similar project shall be defined as a project that has been built or is at least 75% complete within the Northeast Florida five (5) county area. These similar projects shall be constructed to meet the governing agencies design and construction standards.
 - The projects referenced must have been successfully implemented.
 - One of the projects must have included utility infrastructure work in accordance with JEA or St. Johns County Utility Department Standards;
 - The references provided may be contacted. A contact name, correct telephone number and email address must be provided for the reference company. Failure to do so may result in the rejection of the proposal.
- Bidders must be on JEA’s Responsible Bidders List (RBL) for the following category: WM3- water and Sewer Main Construction Underground Trench
- Bidders must have a State of Florida General Contractor’s License or an Underground Utility Contractor’s License

The Bidder shall furnish the required Performance and Payment bonds, covering the faithful performance of the Contract and the payment of all obligations arising thereunder in full amount of the Contract, with such acceptable sureties, secured through the Bidder’s usual sources as may be agreeable to the parties. Performance and Payment Bonds must be in accordance with Section 255.05 or Sections 713.23 and 713.245, Florida Statutes, whichever are applicable.

Before starting and until acceptance of the Work by JEA, and without further limiting its liability under the Contract, Developer shall procure and maintain at its sole expense, or shall require its contractor to procure and maintain, insurance of the types and in the minimum amounts stated below:

Workers' Compensation

Florida Statutory coverage and Employer's Liability (including appropriate Federal Acts); Insurance Limits: Statutory Limits (Workers' Compensation) \$500,000 each accident (Employer's Liability).

Commercial General Liability

Premises-Operations, Products-Completed Operations, Contractual Liability, Independent Contractors, Broad Form Property Damage, Explosion, Collapse and Underground, Hazards (XCU Coverage) as appropriate; Insurance Limits: \$1,000,000 each occurrence, \$2,000,000 annual aggregate for bodily injury and property damage, combined single limit.

Automobile Liability

All autos-owned, hired, or non-owned; Insurance Limits: \$1,000,000 each occurrence, combined single limit.

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Excess or Umbrella Liability

(This is additional coverage and limits above the following primary insurance: Employer's Liability, Commercial General Liability, and Automobile Liability); Insurance Limits: \$2,000,000 each occurrence and annual aggregate.

Developer's Commercial General Liability, Excess or Umbrella Liability and Professional Liability (if applicable) policies shall remain in force throughout the duration of the project and until the Work is completed to JEA's satisfaction. The Indemnification provision provided herein is separate and is not limited by the type of insurance or insurance amounts stated above.

Developer shall specify JEA as additional insured for all coverage except Workers' Compensation and Employer's Liability. Such insurance shall be primary to any and all other insurance or self-insurance maintained by JEA. Company shall include a Waiver of Subrogation on all required insurance in favor of JEA, their board members, officers, employees, agents, successors and assigns.

Such insurance shall be written by a company or companies licensed to do business in the State of Florida and satisfactory to JEA. Prior to commencing any Work under this Contract, certificates evidencing the maintenance of the insurance shall be furnished to JEA for approval. Company's and its subcontractors' Certificates of Insurance shall be mailed to JEA (Attn. Risk Management Services), 21 West Church Street, T12, Jacksonville, FL 32202-3139.

The insurance certificates shall provide that no material alteration or cancellation, including expiration and non-renewal, shall be effective until thirty (30) days after receipt of written notice by JEA.

Any contractors or subcontractors of Developer shall procure and maintain the insurance required of Developer hereunder during the life of the subcontracts. Subcontractors' insurance may be either by separate coverage or by endorsement under insurance provided by Developer. Developer shall submit subcontractors' certificates of insurance to JEA prior to allowing Subcontractors to perform Work on JEA's job sites.

Katie Cove

BID SUMMARY

1. MOBILIZATION, GENERAL CONDITIONS, SITE PREP	\$	<u>5,460.00</u>
2. EROSION SEDIMENT CONTROL AND WATER POLLUTION	\$	<u>8,255.00</u>
3. CLEARING	\$	<u>78,219.37</u>
4. SEEDING AND MULCHING AND SOD	\$	<u>67,111.20</u>
5. WATER DISTRIBUTION SYSTEM		
a. 16" Diameter Water Main	\$	<u>1,142,380.67</u>
b. Alternate 10" and 8" Diameter Water Mains	\$	<u>669,431.61</u>

BASIS OF COST BREAKDOWN

Katie Cove

- 1. MOBILIZATION, GENERAL CONDITIONS, SITE PREP** - 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.

Lump Sum Price: \$ 5,460.00 (Numerals)

Five Thousand Four Hundred Sixty Dollars and Zero Cents (Written)

- 2. EROSION SEDIMENT CONTROL AND WATER POLLUTION** - Includes all measures that are required to comply with the State of Florida and City of Jacksonville 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. This includes grassing of all disturbed areas.

Lump Sum Price: \$ 8,255.00 (Numerals)

Eight Thousand Two Hundred Fifty-Five Dollars and Zero Cents (Written)

- 3. CLEARING** - Includes complete clearing and removal off-site of all trees, brush, roots, and all other debris in accordance with the City of Jacksonville Standards and Specifications in the roadway rights-of-way, and all public areas. Special care shall be taken to ensure preservation of all natural vegetative areas indicated on the plans, existing mailboxes, and existing edge of pavement.

Lump Sum Price: \$ 78,219.37 (Numerals)

Seventy-Eight Thousand Two Hundred Nineteen Dollars and Thirty-Seven Cents (Written)

- 4. SEEDING AND MULCHING AND SOD** - Includes the complete grassing and mulching of all areas disturbed areas as a result of this construction effort. Seed selection shall be a mix that is seasonally appropriate to germinate in a timely manner to establish cover. Also, includes the complete sod strip along the curb of all proposed subdivision right of- ways, and where applicable as shown on the plans. Sod at the back of asphalt curb shall be installed after a minimum of 1 inch of cut has been pulled so that the sod is flush or slightly below the back of asphalt, sod all slopes that are 5% or greater to limits of work. Contractor shall water sod till sod is established prior to COJ and FDOT acceptance. Dead sod shall be replaced at the contractor's expense. Sod shall meet COJ and FDOT specifications.

Lump Sum Price: \$ 67,111.20 (Numerals)

Sixty-Seven Thousand One Hundred Eleven Dollars and Twenty Cents (Written)

5. **WATER DISTRIBUTION SYSTEM** - Includes the construction of the water distribution system complete, including all pipe, location wire, valves, hydrants, fittings, restrained joints, connections, stub outs, testing, and disinfection, flushing hydrants and the removal, disposal and replacement of any unsuitable material encountered, and all other work necessary to complete the installation of the system. Contractor to stub out the water main with adequate JEA approved dead end connection and sample points. The contractor shall pressure test and as-built the existing water main extension for acceptance by JEA. The contractor shall restore all driveways, mailboxes and road crossings that are damaged during the construction effort. The contractor is asked to provide the price below for the 16-inch diameter water main extension along Starratt Road from STA 26+30 to STA 74+45. Includes the preparation and submittal of all water main as-builts as required by JEA.

The contractor is also required to provide an alternate price for a smaller water main extension in place of the 16-inch diameter water main shown on the plans. The alternate price shall be a 10-inch and 8-inch PVC water main extension along Starratt Road from STA 26+30 to STA 74+45. Note that alternate bid ends at Tee into proposed Katie Cove.

(a) 16" Diameter Water Main Total

Lump Sum Price: \$ 1,142,380.67 (Numerals)

One Million One Hundred Forty-Two Thousand Three Hundred
Eighty
Dollars and Sixty-Seven Cents (Written)

(b) Alternate 10" and 8" Diameter Water Mains Total

Lump Sum Price: \$ 669,431.61 (Numerals)

Six Hundred Sixty-Nine Thousand Four Hundred Thirty-One Dollars
and Sixty-One Cents (Written)

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GENERAL NOTES:

1. The Contractor shall submit a detailed construction schedule with the bid proposal that outlines time frames for major work items. This schedule will be used in bid evaluation.
2. The Contractor is required to perform all tests as required by City of Jacksonville, JEA, FDOT and applicable utility companies prior to project acceptance.
3. The Contractor is responsible for visually inspecting the entire route prior to submitting bids and notifying the Engineer of discrepancies, which may affect the construction and its cost.
4. The selected Contractor will be required to submit an itemized schedule of values outlining all work items that will be used for monthly pay requests.
5. Standard contract documents as provided by the Owner will be used for the Contract and General Conditions.
6. Stub out all utilities beyond pavement edge as needed to continue into next phase and not disturb pavement of previous phase.
7. The Owner will provide the following survey stakeout work for the Contractor. All other necessary survey work must be provided by the Contractor.
 - A. Project Benchmark
 - B. Horizontal Control
8. The Contractor shall be responsible for coordinating all work necessary with all utility companies.
9. The Contractor shall be responsible for coordinating the work necessary to complete all final approvals and acceptances.
10. Contractor shall complete his work in a professional and workman like manner typical of his industry. There shall be no sections or parts missing. Further, the work shall be complete and able to function for its intended use. The work must be continuous.
11. All storm drainage must be maintained to each property owner during construction. If this does not occur, the Contractor will be responsible for any damage that may result.
12. Burning of clearing debris generated on this project area is not allowed.
13. JEA utility As-Builts must meet JEA Standard 501 As-Built Drawings.
14. The Contractor shall specify subcontractors to be used for major work items, ie., water directional drill with drill equipment specified and management of drainage during construction.
15. The Contractor must comply with and include in his bid all costs associated with compliance with the Florida Trench Safety Act.
16. If this Proposal is accepted by the Owner, the undersigned agrees to keep the bid in effect for ninety (90) calendar days from the bid opening date.

Award #6 10/19/2023 Supporting Documents

- 17. The Owner reserves the right to reject any or all Bids, waive informalities in any Bid, make award in part of whole with or without cause, and to the award in what is deemed to be the best interest of the Owner.
- 18. If awarded the Contract, the undersigned agrees to begin work within ten (10) calendar days after executing the contract and complete the improvements in accordance with the schedule shown.
- 19. BIDDER has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged:

No. <u>N/A</u>	Date Received: _____
No. _____	Date Received: _____
No. _____	Date Received: _____
No. _____	Date Received: _____
No. _____	Date Received: _____

20. The following documents are attached to and made a condition of this Bid:

- A. Attachment A – Bid Affidavit
- B. Attachment B – List of Proposed Subcontractors
- C. Attachment C – Certificate of Compliance with Florida Trench Safety Act
- D. Letter of Qualification for Performance and Payment Bonds
- E. Copy of Contractor’s Licenses
- F. Initial Project Schedule

We, the Undersigned, hereby declare that no person, persons, firm, or corporation, other than the undersigned, are interested in this proposal as principals and that this Proposal is made without collusion with any person, firm, or corporation.

CORPORATE/COMPANY

Company Name: Earthworks of Florida, LLC. (Seal)

By:  Matthew Mocini
 Name typed or printed

By: _____
 Name typed or printed

Address: 11932 North State Road 121, Macclenny, FL 32063

Telephone No: 904-653-2800 Fax No.: 904-653-2801

State Contractor License Number: CUC1225209

Federal I.D. Tax Number. N/A

ATTACHMENT A

BID AFFIDAVIT

PROJECT: Katie Cove

FOR: Katie Cove Development, Inc.

At the time the proposal is submitted, the Bidder shall attach to his Bid a sworn statement.

This sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association, or corporation submitting the proposal, and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF Florida

COUNTY OF Baker

Before me, the Undersigned authority, personally appeared who being duly sworn, deposes and says he/she is Matt Mocini, Senior Project Manager of Earthworks of Florida, LLC. (Firm) (Title)

the Bidder submitting the attached proposal for the work covered by the Documents in the Project Manual for Katie Cove Offsite Watermain

The affiant further states that no more than one proposal for the above-referenced project will be submitted from the individual, his firm or corporation under the same or different name, and that such Bidder has no financial interest in the firm of another bidder for the same work. That he, his firm, association or corporation has neither directly, nor indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this firm's Bid on the above-described project.

Sworn and Subscribed to me this 10th day of April, 2023

By: [Signature] SENIOR PROJECT MGR. (Bidder) (Title)

Notary Public: _____

My Commission Expires: _____

ATTACHMENT B

LIST OF PROPOSED SUBCONTRACTORS

List shall include the name of each Subcontractor where the amount of their work exceeds five percent (5%) of the Contract Price. Indicate percentage of Contract Price for each subcontractor listed. Attach additional information as needed.

Subcontractor No. 1

Name: N/A

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: _____

Subcontractor No. 2

Name: N/A

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: _____

Subcontractor No. 3

Name: N/A

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: _____

Subcontractor No. 4

Name: N/A

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: _____

ATTACHMENT C

CERTIFICATE OF COMPLIANCE WITH FLORIDA TRENCH SAFETY ACT

Bidder acknowledges that he is solely responsible for complying with the Florida Trench Safety Act (ACT) and Occupational Safety and Health Administrations excavation safety standard 29 CFR 1926.650 (Subpart P as amended). Bidder further acknowledges that included in the various items of the proposal and in the Total Aggregate Lump Sum Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990, and the Occupational Safety and Health Administrations excavation safety standard, latest version.

By: Earthworks of Florida, LLC.
Bidder

Date: 04/10/23

Authorized Signature

NOTE: This form must be completed and attached to the Bidder's Bid Proposal

BID PROPOSAL

Biditem	Description	Quantity	Units	Unit Price	Bid Total
1000	MOBILIZATION	1.000	LS	5,460.00	5,460.00
	** Mobilization **				\$5,460.00
18000	SURVEY LAYOUT WM	4,960.000	LF	2.08	10,316.80
18005	ASBUILTS	4,960.000	LF	1.95	9,672.00
18010	FLUSH, PT, B. T.	4,960.000	LF	2.89	14,334.40
18020	16" DR-18 WATER MAIN	4,840.000	LF	148.03	716,465.20
18025	8" DR-18 WATER MAIN	40.000	LF	62.02	2,480.80
18030	6" DR-18 WATER MAIN	80.000	LF	44.19	3,535.20
18040	16" BELL RESTRAINTS	114.000	EA	750.78	85,588.92
18050	16" MJ GATE VALVE	8.000	EA	8,688.66	69,509.28
18055	8" MJ GATE VALVE	1.000	EA	2,658.67	2,658.67
18060	6" MJ GATE VALVE	9.000	EA	1,872.76	16,854.84
18070	FIRE HYDRANT ASSY	9.000	EA	5,392.47	48,532.23
18080	FLUSHING HYDRANT	2.000	EA	2,806.59	5,613.18
18090	SAMPLE POINT	5.000	EA	385.93	1,929.65
18100	16" SLEEVE	1.000	EA	2,132.44	2,132.44
18110	16" MJ 11.25 BEND	5.000	EA	2,226.98	11,134.90
18115	6" MJ 90 BEND	9.000	EA	583.03	5,247.27
18120	16"X8" MJ TEE	1.000	EA	2,581.74	2,581.74
18130	16"X6" MJ TEE	9.000	EA	2,466.23	22,196.07
18135	8" X 2" TAP CAP	1.000	EA	451.18	451.18
18140	16"X2" TAP CAP	1.000	EA	1,174.50	1,174.50
18141	BOND	1.000	LS	16,900.00	16,900.00
18142	CASE (X) REPAIR	260.000	SY	258.15	67,119.00
18143	DRIVEWAY REPAIR	240.000	SY	78.00	18,720.00
18150	PUNCH OUT WATER MAIN	4,920.000	EA	1.47	7,232.40
	** 16" PVC Pipe **				\$1,142,380.67
18160	MOT	1.000	LS	10,833.33	10,833.33
18170	TRIM/CLEAR FOR OFF-SITE WM	1.000	LS	13,000.00	13,000.00
18180	REMOVE EX-MAILBOXES	11.000	EA	262.75	2,890.25
18190	REMOVE EX-DRIVEWAY CULVERTS	454.000	SY	10.00	4,540.00
18200	DUMPSTERS	8.000	EA	845.00	6,760.00
18210	REPLACE MAILBOXES	11.000	EA	379.17	4,170.87
18220	REPLACE CULVERTS (15" RCP)	200.000	LF	71.13	14,226.00

Award #6 10/19/2023 Supporting Documents

23013

Katie Cove - Offsite

Matt

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BID PROPOSAL

Biditem	Description	Quantity	Units	Unit Price	Bid Total
18230	15" MES	22.000	EA	990.86	21,798.92
	** Clearing **				\$78,219.37
18250	MACHINE DRESS SITE	12,428.000	SY	1.50	18,642.00
18260	OFF-SITE SOD RESTORATION	12,428.000	SY	3.90	48,469.20
	** Grassing **				\$67,111.20
19000	NPDES	1.000	LS	8,255.00	8,255.00
	** Erosion Control *8				\$8,255.00
	Bid Total				\$1,301,426.24

BID PROPOSAL

Biditem	Description	Quantity	Units	Unit Price	Bid Total
1000	MOBILIZATION	1.000	LS	5,460.00	5,460.00
	** Mobilization **				\$5,460.00
18000	SURVEY LAYOUT WM	4,960.000	LF	2.08	10,316.80
18005	ASBUILTS	4,960.000	LF	1.95	9,672.00
18010	FLUSH, PT, B.T.	4,960.000	LF	2.89	14,334.40
18020	10" DR-18 WATER MAIN	1,020.000	LF	91.23	93,054.60
18025	8" DR-18 WATER MAIN	3,860.000	LF	74.16	286,257.60
18030	6" DR-18 WATER MAIN	80.000	LF	44.19	3,535.20
18040	16" BELL RESTRAINTS	16.000	EA	359.32	5,749.12
18045	8" BELL RESTRAINTS	45.000	EA	251.37	11,311.65
18050	10" MJ GATE VALVE	2.000	EA	3,881.35	7,762.70
18055	8" MJ GATE VALVE	7.000	EA	2,635.02	18,445.14
18060	6" MJ GATE VALVE	9.000	EA	1,864.41	16,779.69
18070	FIRE HYDRANT ASSY	9.000	EA	5,377.17	48,394.53
18080	FLUSHING HYDRANT	2.000	EA	2,806.59	5,613.18
18090	SAMPLE POINT	5.000	EA	385.58	1,927.90
18100	10" SLEEVE	1.000	EA	1,182.39	1,182.39
18110	10" MJ 11.25 BEND	5.000	EA	1,172.61	5,863.05
18112	10"X8" REDUCER	1.000	EA	1,377.13	1,377.13
18115	6" MJ 90 BEND	9.000	EA	583.03	5,247.27
18117	10"X6" TEE	2.000	EA	1,363.18	2,726.36
18120	8"X8" MJ TEE	1.000	EA	1,192.13	1,192.13
18130	8"X6" MJ TEE	7.000	EA	1,100.27	7,701.89
18135	8" X 2" TAP CAP	2.000	EA	507.74	1,015.48
18141	BOND	1.000	LS	16,900.00	16,900.00
18142	CASE (X) REPAIR	260.000	SY	258.15	67,119.00
18143	DRIVEWAY REPAIR	240.000	SY	78.00	18,720.00
18150	PUNCH OUT WATER MAIN	4,920.000	EA	1.47	7,232.40
	** 10" PVC Pipe **				\$669,431.61
18160	MOT	1.000	LS	10,833.33	10,833.33
18170	TRIM/CLEAR FOR OFF-SITE WM	1.000	LS	13,000.00	13,000.00
18180	REMOVE EX-MAILBOXES	11.000	EA	262.75	2,890.25
18190	REMOVE EX-DRIVEWAY CULVERTS	454.000	SY	10.00	4,540.00
18200	DUMPSTERS	8.000	EA	845.00	6,760.00

Award #6 10/19/2023 Supporting Documents

23013A

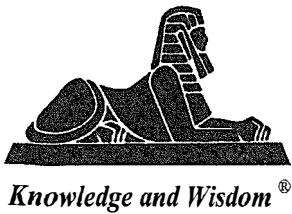
Katie Cove - alt

Matt

04/10/2023 9:56 AM

BID PROPOSAL

Biditem	Description	Quantity	Units	Unit Price	Bid Total
18210	REPLACE MAILBOXES	11.000	EA	379.17	4,170.87
18220	REPLACE CULVERTS (15" RCP)	200.000	LF	71.13	14,226.00
18230	15" MES	22.000	EA	990.86	21,798.92
	** Clearing **				\$78,219.37
18250	MACHINE DRESS SITE	12,428.000	SY	1.50	18,642.00
18260	OFF-SITE SOD RESTORATION	12,428.000	SY	3.90	48,469.20
	** Grassing **				\$67,111.20
19000	NPDES	1.000	LS	8,255.00	8,255.00
	** Erosion Control *8				\$8,255.00
	Bid Total				\$828,477.18



Award #6 10/19/2023 Supporting Documents

CECIL W. POWELL & COMPANY

INSURANCE, INTERNATIONAL FINANCIAL PLANNING AND SURETY BONDS SINCE 1935
219 N. NEWNAN STREET • P.O. DRAWER 41490, JACKSONVILLE, FLORIDA 32203-1490
PHONE (904) 353-3181 • FAX (904) 353-5722 • www.cwpowellins.com

April 10, 2023

RE: Earthworks of Florida, LLC

To Whom It May Concern:

Cecil W. Powell & Company is the bonding agent for Earthworks of Florida, LLC. Based on normal and standard underwriting criteria at the time of the request, Performance and Payment bonds will be provided on for projects up to \$10,000,000 single and \$30,000,000 in the aggregate with the provision that we and Merchants Bonding Company (Mutual) reserve the right to review final contract documents, bond forms, and obtain satisfactory evidence of funding prior to any final commitment to issue bonds, and do not assume liability to any third party, including yourselves, if we do not execute said bonds.

Earthworks of Florida, LLC is bonded through Merchants Bonding Company (Mutual). Merchants Bonding Company (Mutual) has an A.M. Best rating of A VIII and is listed on the U.S. Treasury Department's Listing of Approved Sureties (Department Circular 570).

Earthworks of Florida, LLC is an excellent contractor and we hold them in the highest regard. We feel extremely confident in our contractor and encourage you to offer them an opportunity to execute any upcoming projects.

If you should have any questions, please do not hesitate to call.

Sincerely,

Robert T. Theus
Vice President Surety Department



Award #6 10/19/2023 Supporting Documents

Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SLAWITSCHKA, FRANK

EARTHWORKS OF FLORIDA, LLC
11932 N STATE ROAD 121
MACCLENNY FL 32063

LICENSE NUMBER: CUC1225209

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Award #6 10/19/2023 Supporting Documents

ID	Task Name	Days	Start	Finish	Mar	2nd Quarter			3rd Quarter			4th Quarter		
						Apr	May	Jun	Jul	Aug	Sep		Oct	
1	KATIE COVE - OFFSITE WATERMAIN	163	Mon 4/10/23	Tue 9/19/23										
2	MOBILIZATION	5	Mon 4/10/23	Fri 4/14/23										
3	CLEAR AND GRUB	12	Mon 4/17/23	Fri 4/28/23										
4	16" WATERMAIN	68	Mon 5/1/23	Fri 7/7/23										
5	FINAL DRESS	26	Mon 7/10/23	Fri 8/4/23										
6	ASBUILTS	12	Mon 8/7/23	Fri 8/18/23										
7	SUBSTANTIAL COMPLETION	1	Mon 8/21/23	Mon 8/21/23										
8	CLOSEOUT	29	Tue 8/22/23	Tue 9/19/23										



Date: Mon 4/10/23	Task		Inactive Milestone		Finish-only	
	Split		Inactive Summary		External Tasks	
	Milestone		Manual Task		External Milestone	
	Summary		Duration-only		Progress	
	Project Summary		Manual Summary Rollup		Deadline	
	External Tasks		Manual Summary			
	External Milestone		Start-only			



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/22/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cecil W. Powell & Company 219 N. Newnan Street Jacksonville, FL 32202	CONTACT NAME: Sue Esser
	PHONE (A/C, No, Ext): (904) 353-3181 FAX (A/C, No): (904) 353-5722
	E-MAIL ADDRESS: SEsser@cwpowellins.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A : Travelers Indemnity Co of Am 25666
INSURED Earthworks of Florida, LLC 11932 North State Road 121 Macclenny, FL 32063	INSURER B : Travelers Prop Cas Co of Am 25674
	INSURER C : Bridgefield Casualty Ins Co 10335
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blanket Addl Insd <input checked="" type="checkbox"/> Blanket WOS GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			DTCO0P163185TIA22	9/27/2022	9/27/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EBL AGGREGATE L \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp/Coll 1000 Ded <input checked="" type="checkbox"/> Blkt Addl Insd			8108N46698222	9/27/2022	9/27/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP0P16746122	9/27/2022	9/27/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	019644227	9/27/2022	9/27/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER CANCELLATION

For Information Purposes Only	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



EARTOFF-01

SESSER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/22/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cecil W. Powell & Company 219 N. Newnan Street Jacksonville, FL 32202	CONTACT NAME: Sue Esser PHONE (A/C, No, Ext): (904) 353-3181 FAX (A/C, No): (904) 353-5722 E-MAIL ADDRESS: SEsser@cwpowellins.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Earthworks of Florida, LLC 11932 North State Road 121 Macclenny, FL 32063	INSURER A: Travelers Indemnity Co of Am 25666	
	INSURER B: Travelers Prop Cas Co of Am 25674	
	INSURER C: Bridgefield Casualty Ins Co 10335	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X	X	DTC00P163185TIA22	9/27/2022	9/27/2023	EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000	
	<input checked="" type="checkbox"/> Blanket Addl Insd						MED EXP (Any one person) \$ 5,000	
	<input checked="" type="checkbox"/> Blanket WOS						PERSONAL & ADV INJURY \$ 1,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000	
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG \$ 2,000,000	
OTHER:							EBL AGGREGATE L \$ 2,000,000	
A	AUTOMOBILE LIABILITY			8108N46698222	9/27/2022	9/27/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY						<input type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY						<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> Comp/Coll 1000 Ded						<input checked="" type="checkbox"/> Blkt Addl Insd	PROPERTY DAMAGE (Per accident) \$
	PIP \$ 10,000							
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			CUP0P16746122	9/27/2022	9/27/2023	EACH OCCURRENCE \$ 5,000,000	
	<input type="checkbox"/> EXCESS LIAB						<input type="checkbox"/> CLAIMS-MADE	AGGREGATE \$ 5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000							
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	X	019644227	9/27/2022	9/27/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N						E.L. EACH ACCIDENT \$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
B	L/R Equip 2500 Ded			QT6306S373262TIL22	9/27/2022	9/27/2023	Per Item 500,000	
B	Leased/Rented			QT6306S373262TIL22	9/27/2022	9/27/2023	Max Per Items 500,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) JEA is included as Additional Insured with Respects to General Liability as required by written agreement.

A Waiver of Subrogation is in Favor of JEA with respect to General Liability and Workers Compensation as required by written agreement.

30 Day Notice of Cancellation Applies, except 10 Days for Non Payment of Premium

CERTIFICATE HOLDER JEA 21 West Church Street CC6 Jacksonville, FL 32202	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. Who Is An Insured – Unnamed Subsidiaries
- B. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations
- C. Incidental Medical Malpractice
- D. Blanket Waiver Of Subrogation
- E. Contractual Liability – Railroads
- F. Damage To Premises Rented To You

PROVISIONS

A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. An organization other than a partnership, joint venture or limited liability company; or
 - b. A trust;
- as indicated in its name or the documents that govern its structure.

B. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

COMMERCIAL GENERAL LIABILITY

C. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

(a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician or paramedic; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of

pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section II – Who Is An Insured.

D. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

E. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

c. Any easement or license agreement;

COMMERCIAL GENERAL LIABILITY

2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

F. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that:

- a. You agree in a written contract or agreement to include as an additional insured on this Coverage Part; and
- b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. Only as described in Paragraph (1), (2) or (3) below, whichever applies:
 - (1) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:
 - (a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or
 - (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the written contract or agreement applies;

- (2) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

- (a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

- (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; or

- (3) If neither Paragraph (1) nor (2) above applies:
 - (a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; and
 - (b) Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether

COMMERCIAL GENERAL LIABILITY

this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

(b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may

result in a claim. To the extent possible, such notice should include:

(a) How, when and where the "occurrence" or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

(a) Immediately record the specifics of the claim or "suit" and the date received; and

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket Waiver of Subrogation Applies

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Date Prepared: July 8, 2022

Carrier: Bridgefield Casualty Insurance Company

Effective Date of Endorsement: September 27, 2022

Policy Number: 196-44227

Countersigned by:



Insured: Earthworks of Florida, LLC

WC 00 03 13 (Ed. 4-84)

Award #6 10/19/2023 Supporting Documents

Earthworks of Florida LLC

Non-Jea Work Experience

Project Name	Category	Contract Amount	Project Description:	Percentage		Work State	Completion Date	Owner/Customer	Contact Person/Title	Location:	Contact Number
				Done with Own Forces	Work State						
Entrada Ph 1, Unit 1	WM3	4,646,028.00	Residential Subdivision	100%		Jul-20	Aug-21	DR Horton, inc. 4220 Racetrac Road Jacksonville, FL	Shane Ricci, P.E.	St. Johns Cty	(904) 899-5968
Rock Springs	WM3	6,993,878.00	Residential Subdivision	100%		May-19	Oct-20	Rock Springs Farm PO Box 22547 St. Simons Island, GA	Chris Buttermore	St Johns Cty	(904) 826-1335

Award #6 10/19/2023 Supporting Documents

	Earthworks	TB Landmark	JEA Estimate
Mobilization, General Conditions, Site Prep	\$ 5,460.00	\$ 238,000.00	
Erosion Sediment Control and Water Pollution	\$ 8,255.00	\$ 16,000.00	
Clearing	\$ 78,219.37	\$ 2,800.00	
Seeding and Mulching and Sod	\$ 67,111.20	\$ 33,000.00	
Water Distribution System - 16" Water Main	\$ 1,142,380.67	\$ 1,630,000.00	\$ 1,300,326.00
Water Distribution System - Alternate 10" and 8" Water Main	\$ 669,431.61	\$ 1,218,000.00	\$ 672,935.00
Overall Total	\$ 1,301,426.24	\$ 1,919,800.00	
JEA Participation	\$ 472,949.06	\$ 412,000.00	\$ 627,391.00

Planning check: 4815 16 9 (1/2 8", 1/2 10")
 \$ 14.03 price/inch/ft

4815 16 1142380 300
 14.82840083 16
 18.75

JEA Estimate
 16" WM \$ 1,300,326.00
 10" & 8" WM \$ 672,935.00
 Difference \$ 627,391.00

Award #7 10/19/2023 Supporting Documents

**JEA COST PARTICIPATION
AGREEMENT FOR
EXTENSION OF UTILITY SYSTEM**

THIS AGREEMENT, made and entered into this 28th day of September by and between AMH Development Florida GC TRS, LLC whose address is 8936 Western Way #12, Jacksonville, Florida 32256 (hereinafter called "Developer"), and JEA, whose address is 225 N Pearl Street, Jacksonville, FL 32202 (hereinafter called "JEA").

RECITALS

WHEREAS, Developer owns certain real property in Nassau County, which is more particularly described on Exhibit "A" attached hereto and, by reference made a part hereof (hereinafter referred to as "Developer Property"); and

WHEREAS, Developer has plans to develop immediately the Developer's Property by platting and/or other improvements thereon consisting of: 2021-3007 Blackrock Cove offsite improvements which support the Blackrock Cove subdivision consisting of 236 single family units (hereinafter referred to as the "Development"); and

WHEREAS, Developer desires to extend existing and proposed improvements to JEA's water, wastewater and/or reclaimed water system (hereinafter called "JEA's Utility System") to serve the Development by: Install 3,642 feet of 12" water main and 2,932 feet of 10" force main, (hereinafter called "Developer's Extension"); and

WHEREAS, JEA is willing to expand JEA's Utility System to provide such service, so that the Development may have furnished to it and to its occupants an adequate water supply and wastewater disposal system, subject to all the terms and conditions of this Agreement; and

WHEREAS, JEA and the Developer recognize that water is a natural resource of limited supply and wastewater treatment and disposal is a necessity for public health and thus, the water supply and disposal of wastewater must be regulated and controlled and the subject only of a reasonable and beneficial use to assure an adequate supply of water and adequate wastewater treatment capacity for all members of the public served by JEA; and

WHEREAS, the Developer and JEA further recognize that the supply of water and wastewater disposal service by JEA to the Development is subject to regulation, prohibition, limitation and restriction by local, state and federal governmental agencies, as well as JEA; and

Award #7 10/19/2023 Supporting Documents

WHEREAS, in order to facilitate the timely completion of the expansion of JEA's Utility System, the Developer and JEA wish to set forth the terms and conditions for sharing the cost of the construction and installation of the Developer's Extension.

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

1. Effect of Recitals. The above recitals are incorporated into the body of this Agreement and are adopted as findings of fact.

2. Term. The term of this Agreement shall begin upon execution by both parties (the "Effective Date") and shall end upon acceptance by JEA of Developer's Extension unless earlier terminated as provided herein, but in no event shall the term of this Agreement exceed 4 years from the Effective Date. Notwithstanding anything to the contrary herein, JEA may, in its sole discretion, extend the term of this Agreement for a period not to exceed one year if such extension is necessary to complete the Developer's Extension, so long as Developer is making progress toward completion.

3. Conveyance of Developer's Extension. Developer shall, in accordance with the terms of this Agreement, (i) complete the Developer's Extension on or before September 30, 2027 and (ii) cause to be conveyed to JEA, free and clear of all encumbrances, the Developer's Extension in consideration for the payment by JEA to Developer of the lump sum price of \$ 1,593,403.00 ("Contract Price"), [which sum represents the difference between the value of the Developer's Extension as constructed and the value of a project that would have been required to solely serve the Development] OR [which sum represents JEA's cost participation percentage as set forth in Section 2.1 of the JEA Cost Participation Policy], pursuant to Section 8 of this Agreement. Developer shall submit to JEA engineering plans and specifications for the Developer's Extension prepared by Developer's engineer and at Developer's cost, which plans, and specifications shall be approved in writing by JEA prior to any construction. Said plans and specifications shall comply with the JEA Water and Wastewater standards in effect at the time the plans and specifications are submitted to JEA. All construction of Developer's Extension shall be done by the Developer at Developer's cost pursuant to JEA's Cost Participation Policy and Procurement Code, and shall be consistent with JEA's Water and Wastewater Standards. Following conveyance by Developer, and acceptance by JEA, Developer's Extension, additions, repairs and replacements thereto shall at all times remain the sole, complete and exclusive property of and under the control of JEA, and the Developer shall have no right or claim in and to the Developer's Extension, but the Developer's Extension shall be used for providing service to the Development.

4. Contractor Selection. Developer shall procure all contractors performing work in connection with the construction and installation of the Developer's Extension in compliance with the applicable provisions of the JEA

Award #7 10/19/2023 Supporting Documents

Procurement Code and Cost Participation Policy. Contractor selection shall be subject to the consent of JEA, which shall not be unreasonably withheld.

5. Plans. Prior to commencement of construction, Developer shall submit construction plans to JEA that include, at a minimum, a route survey depicting all improvements located in rights-of-way and/or dedicated easements, including, but not limited to, roads, driveways, landscaping, right-of-way boundaries, easements, and existing utilities. JEA will review said plans for constructability, hydraulic efficiency and conformity with JEA specifications. *Soft digs and geotechnical surveys may be required and will be determined during the plan review phase.* Upon satisfactory completion of the aforementioned 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. Once construction has commenced, Developer may not modify construction plans without JEA's written approval, which shall not be unreasonably withheld.

6. Performance Bond. Developer shall not begin construction on the Developer's Extension until it has posted a performance bond in a form acceptable to JEA guaranteeing completion of the Developer's Extension.

7. Permits. The Developer shall be responsible for procurement of all applicable permits and will submit to JEA one (1) copy of each permit issued for the project e.g.: FDEP, SJRWMD, applicable FDOT, County or City right of way permits, railroad crossing, etc. JEA reserves the right to withhold funding until all applicable permits have been obtained.

8. Contract Price. The Contract Price constitutes the total lump sum compensation payable to the Developer under this Agreement. All duties, responsibilities and obligations assigned to or undertaken by the Developer shall be at the Developers expense without change in the Contract Price. Should Developer make any changes to the design, plans and/or specifications after receiving JEA's approval under Section 5 above, any additional costs associated with these changes shall be the responsibility of the Developer. Should circumstances be found by the awarded contractor which were not included in Developer's design, plan and specifications and result in additional costs to the awarded contractor, these additional costs shall be the sole responsibility of the Developer. JEA approval of any modification of construction plans is solely for the purposes of confirming that such modification is consistent with applicable JEA Water and Wastewater Standards and does not constitute consent on the part of JEA for assumption of additional costs associated with such modification.

9. Developer's Representative. The Developer is responsible for management of the construction phases of the project and will appoint a qualified professional engineer ("Engineer") licensed in the State of Florida as its project representative during the construction period. The Engineer will make visits to the site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of the contractor's executed work.

Award #7 10/19/2023 Supporting Documents

Based on information obtained during such visits and observations, Engineer will endeavor on the behalf of the Developer to determine, in general, if the work is proceeding in accordance with the plans described in Section 2 of this Agreement, any document described on Exhibit B, as described in Section 6 of this Agreement, and the construction contract for the Developer's Extension.

10. Project Close-out and Acceptance. Project close-out shall occur when the Developer has made satisfactory completion of the construction and acceptance processes as stated herein and in Exhibit B titled, "JEA Project Checklist" and likewise satisfied the terms of this Agreement in full.

11. Payment Procedures. Upon satisfactory review of the Developer's Application for Payment by JEA's construction inspector, JEA shall make a 50% progress payment on account of the Contract Price. This 50% payment shall be measured by the schedule of values or in the case of unit price work, based on the number of units completed.

(a) Final Payment - Upon satisfactory completion of the Work in accordance with the project close-out and acceptance process as stated in Section 10 herein, the Developer shall submit to JEA a request for final payment for the balance of the contract amount. Upon review and approval of JEA Project Manager, JEA will pay the balance of the lump sum contract price.

(b) The Developer warrants and guarantees that title to all work, materials, and equipment covered by any Application for Payment whether incorporated in the Project or not, will pass to JEA no later than the time of payment free and clear of all liens, judgments, encumbrances and mortgages.

12. Indemnification and Hold Harmless Provisions. In special consideration of the work herein described, the sufficiency of which is hereby acknowledged, Developer hereby agrees as follows:

Developer shall hold harmless, indemnify and defend JEA and its officers, employees, agents, and contractors against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not limited to attorney's fees and court costs) arising out of injury (whether mental or corporeal) to persons, including death or damage to property arising out of or incidental to this Agreement, whether or not such injury is due to or caused by the negligence of JEA or otherwise, excluding only the sole gross negligence of JEA.

13. Grant of Easement and or Deed Rights. Developer shall grant to JEA, its successors and assigns, the (i) exclusive, perpetual right, privilege and easement to construct, reconstruct, operate, maintain, repair, replace, improve, alter, remove, relocate and inspect water transmission and distribution mains, wastewater collection mains, reclaimed water distribution mains, pipe lines, lateral lines, valves, connections and appurtenant equipment over, across and under a twenty (20) foot strip of land centered on where the system lies on the Developer's Property or (ii) for certain systems including but not limited to pump or lift stations, a fee simple conveyance by Special Warranty Deed over property of variable dimensions together with the right of ingress and egress for both (i) and (ii). 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 and or deed, in recordable form to be

Award #7 10/19/2023 Supporting Documents

approved by JEA, specifically granting to JEA the above rights necessary, in the discretion of JEA, to provide water and wastewater utility service to the Developer's Property. Nothing contained in this Agreement shall prevent Developer or any subsequent owner of Developer's Property from exercising itself or granting exclusive or non-exclusive rights, privileges and/or easements to any other parties for the furnishing of utility services other than water and wastewater, provided that JEA's use, occupancy and enjoyment of its easements are not unreasonably interfered with. JEA shall not be obligated to furnish any water or wastewater service to any building which may be built on Developer's Property to which it does not have access.

14. Developer's Right to Connect. Provided that Developer has complied with the terms of this Agreement and provided that the Developer's Extension is installed with the approval of JEA and in compliance with the requirements of all public, governmental or other agencies having supervision, regulation, direction or control of such water and wastewater utility systems, JEA shall allow Developer or its successors in-title to connect the Developer's Extension into JEA's Utility System.

15. Contract Administration. Developer shall be responsible for administering all aspects of the construction contract for the construction of Developer's Extension, including, but not limited to, review and processing of invoices and other contract documents, review and resolution of technical issues (whether foreseen or unforeseen) that arise during construction, and facilitating project close-out upon completion of construction. Developer shall be responsible for all costs associated with said contract administration. It shall also be Developer's responsibility to coordinate construction schedules of its contractors.

16. JEA's Right of Termination of Agreement and Service. Unless there is a material default of this Agreement by JEA which is not cured within ten (10) days following the receipt by JEA of Developer's notice of such default, JEA shall have the right to refuse to provide service, the right to terminate service to any building within Developer's Property, and the right to terminate this Agreement in the event Developer defaults or fails to comply with any of the terms and conditions of this Agreement in a timely manner and fails to cure such default or fails to comply within ten (10) days following the receipt by Developer of JEA's notice of such default or failure to comply. In the event of termination, Developer shall be responsible for all actual costs of removing the connection and restoring JEA's water and/or sewerage system(s) to the condition(s) existing immediately prior to the connection(s).

17. Force Majeure. 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 hereof, proximately caused by Force Majeure. The term "Force Majeure" as employed herein shall be acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, wars, blockades, riots, acts of Armed Forces, epidemics, delays by carriers, 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 which are beyond the control of the party claiming force majeure and qualify under Florida's impossibility of performance principles.

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18. Approval by Governmental Agencies. JEA's obligations under this Agreement are contingent upon Developer obtaining all necessary approvals for Developer's Extension from all applicable governmental agencies. Developer hereby assumes the risk of loss as a result of the denial or withdrawal of the approval of any concerned governmental agency, or caused by an act of any governmental agency which affects the ability of JEA to provide water, wastewater and/or reclaimed water service to Developer not within the sole control of JEA and which, by exercise of due diligence, JEA is unable to overcome.

19. No Prohibition of Further Extension. This Agreement shall not prohibit or prevent JEA from extending JEA's utility system in or to areas not referred to herein to serve other developers or consumers; provided, however, such extension of utility service shall not cause the Developer's extension to become overloaded and shall not adversely affect the reservation of capacity.

20. Modification of Development Plans. Should the Developer modify its development plans for Developer's Property which would require greater water usage, greater fire flows, additional water facilities, greater wastewater flows, or additional wastewater facilities than the water and wastewater demands designed and approved under the engineering plans and specifications which are the subject of this Agreement, then Developer shall enter into a new agreement with JEA providing for the construction of such additional water or wastewater facilities meeting all JEA's and governmental design requirements and shall pay all additional contributions and fees as may be authorized by JEA's Tariff or the Florida Public Service Commission, or its successor, at the date said new agreement is executed.

21. Notice of Connection to Wastewater System. Developer shall give JEA written notice that Developer is connecting the Developer's Extension to JEA's wastewater collection system no less than two (2) days prior to said connection for inspection. If Developer fails to give said written notice, JEA may require Developer to uncover and expose said connection for inspection, at the sole cost of Developer.

22. Connection of Buildings. Developer shall at its sole cost and expense connect the private property water pipes and the private property wastewater pipes of each building constructed on Developer's Property to the meters and wastewater laterals of Developer's Extension as reflected in plans and specifications approved by JEA.

23. Application for Service. Developer, its successors, or the occupant(s) of the Developer's Property, shall make written application to JEA for the opening of an account(s) for service. Said application is to be made only after the payment of all costs set forth herein. At the time of making said application for service, the applicant shall pay all service charges as set forth in JEA's Tariff.

24. Notice of Transfer of Developer's Property. Developer agrees to provide proper written notice to JEA of the actual date of the legal transfer of water and wastewater services from Developer to any third party. Developer shall remain

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responsible for all costs and expenses, including utility bills, which arise as a result of Developer's failure to notify or improper notification to JEA.

25. Insurance. Developer shall not commence work under this Agreement until it has obtained insurance in the types and amounts set forth in Exhibit C, attached hereto and incorporated herein, and provided JEA with Certificates of Insurance naming JEA as additional insured.

26. No Prohibition of Further Extension. This Agreement shall not prohibit or prevent JEA from extending JEA's utility system in or to areas not referred to herein to serve other developers or consumers; provided, however, such extension of utility service shall not cause the Developer's extension to become overloaded and shall not adversely affect the reservation of capacity.

27. Modification of Development Plans. Should the Developer modify its development plans for Developer's Property which would require greater water usage, greater fire flows, additional water facilities, greater wastewater flows, or additional wastewater facilities than the water and wastewater demands designed and approved under the engineering plans and specifications which are the subject of this Agreement, then Developer shall enter into a new agreement with JEA providing for the construction of such additional water or wastewater facilities meeting all JEA's and governmental design requirements and shall pay all additional contributions and fees as may be authorized by JEA's Tariff or the Florida Public Service Commission, or its successor, at the date said new agreement is executed.

28. Miscellaneous.

(a) This Agreement supersedes all previous agreements or representations either verbal or written heretofore in effect between Developer and JEA and made with respect to the matters contained herein, and when duly executed constitutes the complete Agreement between Developer and JEA. Any amendment to this Agreement shall be in writing and executed by the fully authorized representatives of Developer and JEA.

(b) Developer is an independent contractor in the performance of all activities under this Agreement. Nothing in this Agreement shall be construed to create an employment, agency, or partnership relationship between Developer and JEA.

(c) No third-party beneficiary status or interest is conveyed to any third party by this Agreement.

(d) Except as provided herein, neither Developer nor JEA shall assign, transfer, or sell any of the rights created under, or associated with, this Agreement without the express written consent of the non-assigning party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, nothing in this section shall prevent Developer from assigning or otherwise transferring its rights and duties under this Agreement to an affiliate, subsidiary, or parent company of Developer upon written notice to JEA.

(e) Developer shall maintain records sufficient to document completion of the work performed under this Agreement. Upon JEA's request, Developer shall allow JEA to audit its financial and operating records for the purpose of determining invoice accuracy or otherwise assessing compliance with this Agreement. Developer

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agrees to allow JEA personnel or their qualified representative access such records at Developer’s offices upon reasonable notice. All audit work will be done on Developer’s premises, and no Developer documentation will be removed from Developer’s offices. Developer agrees to have knowledgeable personnel available to answer questions for the auditors during the time the auditors are at Developer’s offices and for a period of two weeks thereafter. Developer shall provide to JEA audited financial statements for the most recent fiscal year upon JEA’s request no later than five days after receipt of written request from JEA.

(f) This Agreement was made and executed in Jacksonville, Florida, and shall be interpreted and construed according to the laws of the State of Florida. Litigation involving this Agreement, or any provision thereof shall take place in the State or Federal Courts located in Jacksonville, Duval County, Florida.

(g) Should any provision of the Agreement be determined by the courts to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions will not be impaired.

(h) The headings used in the paragraphs of this Agreement are solely for the convenience of the parties and the parties agree that they shall be disregarded in the construction of this Agreement.

(i) This Agreement shall inure to and be binding upon the heirs, successors and assigns of the parties hereto. It is understood that Developer may assign its rights hereunder to successor/owners of the Developer's parcels of real property included in the Developer’s Property.

IN WITNESS WHEREOF, the parties hereto have duly executed this contract, in duplicate, the date and year first above written.

ATTEST:

Robert Zammataro Digitally signed by Robert Zammataro
Date: 2023.10.02 11:01:21-04'00'

Robert J. Zammataro, PE
Director W/WW Planning & Development

JEA



Pedro A. Melendez, PE
VP Planning Engineering & Construction

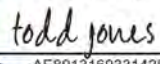
ATTEST:

Signature

Print or Type Name

Title

DEVELOPER

DocuSigned by:

AE891346933142D
Signature

Todd Jones

Print or Type Name

SVP Land Development SE Region, for the Developer

Title

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I hereby certify that the expenditure contemplated by the foregoing contract has been duly authorized, and provision has been made for the payment of the monies provided therein to be paid.

Laure A Whitmer

Laure A. Whitmer
Director of Budgets

Form Approved:

Office of General Counsel

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Exhibit A

Developer's Property Legal Description

(Attached)

Award #7 10/19/2023 Supporting Documents

Exhibit B

JEA Project Checklist



Acceptance Checklist

Project Name:	_____	Availability #:	_____
Engineer:	_____	Phone :	_____
Developer:	_____	Phone :	_____
Utility Contractor:	_____	Phone :	_____

_____ Address of Pump/Lift Station: _____

_____ Electric Meter #: _____

_____ Service Provider: _____

_____ **Bill of Sale for water and/or sewer improvements:** This is required under the water and sewer code, whereby all materials and appurtenances in the system(s) legally become the property of JEA. **Original signature and Notarized**

_____ **Dedication Warranty:** 2-year contractor warranty for infrastructure improvements. **Original signature & must include Contractor's License No. **

_____ **Engineer's Final Certification:** Certificate in accordance with para 654.124 (Subdivision Regulations is on file) **Original signature with PE seal**

_____ **Owner's Affidavit of Construction Completion:** The original affidavit should be completed by the owner or developer. The affidavit should address JEA not the City of Jacksonville. **Original signature and Notarized**

_____ **Schedule of Values:** Be sure to include all applicable project information, including pump station information at the bottom of the document.

_____ **As-Built Approval Letter(s)**

_____ **Clearance Certificates on Water, Sewer and Reclaim Mains:** Letters of certification from JEA and/or FDEP.

_____ **Approved Deed of Dedication, Easement(s), Recorded Plat, Hold Harmless Agreement**

_____ **Pump Station "Start-Up":** A copy of the pump station start-up report with the name of the pump (ex. Myers), control panel (ex. Unitron) and pump site address.

_____ **Record of Final Inspection:** Final inspection record should indicate attendees and deficiencies noted. The original with Project Engineer/Inspector's Certification that all punch-list items have been satisfied.

Please submit all applicable documents for final utility acceptance and service.

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Exhibit C

Insurance Requirements

Before starting and until acceptance of the Work by JEA, and without further limiting its liability under the Contract, Developer shall procure and maintain at its sole expense, or shall require its contractor to procure and maintain, insurance of the types and in the minimum amounts stated below:

Workers' Compensation

Florida Statutory coverage and Employer's Liability (including appropriate Federal Acts); Insurance Limits: Statutory Limits (Workers' Compensation) \$500,000 each accident (Employer's Liability).

Commercial General Liability

Premises-Operations, Products-Completed Operations, Contractual Liability, Independent Contractors, Broad Form Property Damage, Explosion, Collapse and Underground, Hazards (XCU Coverage) as appropriate; Insurance Limits: \$1,000,000 each occurrence, \$2,000,000 annual aggregate for bodily injury and property damage, combined single limit.

Automobile Liability

All autos-owned, hired, or non-owned; Insurance Limits: \$1,000,000 each occurrence, combined single limit.

Excess or Umbrella Liability

(This is additional coverage and limits above the following primary insurance: Employer's Liability, Commercial General Liability, and Automobile Liability); Insurance Limits: \$2,000,000 each occurrence and annual aggregate.

Developer's Commercial General Liability, Excess or Umbrella Liability and Professional Liability (if applicable) policies shall remain in force throughout the duration of the project and until the Work is completed to JEA's satisfaction. The Indemnification provision provided herein is separate and is not limited by the type of insurance or insurance amounts stated above.

Developer shall specify JEA as additional insured for all coverage except Workers' Compensation and Employer's Liability. Such insurance shall be primary to any and all other insurance or self-insurance maintained by JEA. Company shall include a Waiver of Subrogation on all required insurance in favor of JEA, their board members, officers, employees, agents, successors and assigns.

Such insurance shall be written by a company or companies licensed to do business in the State of Florida and satisfactory to JEA. Prior to commencing any Work under this Contract, certificates evidencing the maintenance of the insurance shall be furnished to JEA for approval. Company's and its subcontractors' Certificates of Insurance shall be mailed to JEA (Attn. Risk Management Services), 21 West Church Street, T12, Jacksonville, FL 32202-3139.

The insurance certificates shall provide that no material alteration or cancellation, including expiration and non-renewal, shall be effective until thirty (30) days after receipt of written notice by JEA.

Any contractors or subcontractors of Developer shall procure and maintain the insurance required of Developer hereunder during the life of the subcontracts. Subcontractors' insurance may be either by separate coverage or by endorsement under insurance provided by Developer. Developer shall submit subcontractors' certificates of insurance to JEA prior to allowing Subcontractors to perform Work on JEA's job sites.

OPOSAL

(Official Bid Form)

FOR

BLACKROCK COVE

JEA WATER AND FORCEMAIN IMPROVEMENTS

FOR

AMH DEVELOPMENT, LLC

**TO BE SUBMITTED WITH ONE ORIGINAL AND TWO DUPLICATES AND AN ELECTRONIC COPY
ON A FLASH DRIVE TO:**

AMH Development, LLC

C/O

Gillette & Associates, Inc.

20 South 4th Street Fernandina Beach, Florida 32034

Phone: 904-261-8819

**on or before Monday, August 28, 2023 @ 3:00 P.M.
to be Publicly Opened, Tuesday, August 29, 2023 @ 3:00 P.M.**

TO: AMH DEVELOPMENT, LLC

FROM: T B Landmark Construction, Inc.

(Contractor)

In accordance with the Invitation to Bid inviting proposals for JEA BLACKROCK WATER AND FORCEMAIN, the undersigned proposes to perform all work necessary to construct a complete utility system including water main, force main system and associated work as shown on the plans released for bid and the Geotechnical Report's prepared by ECS Florida, LLC and in accordance with all JEA and Nassau County requirements, JEA Standards and Specifications and the Florida Department of Environmental Protection Potable Water and Domestic Wastewater permits.

The scope of work are the JEA components including construction services to install 12-inch PVC DR18 water main by open cut method, 14" HDPE water main by horizontal directional drill under Lanceford Creek from station 41+40 to station 77+72, 10-inch PVC DR18 force main by open cut method, and 12" HDPE force main by horizontal directional drill under Lanceford Creek from station 41+40 to station 70+70 along Blackrock Road in Nassau County. The balance of the work is the owners' responsibility.

The new mains will extend water and sewer north to the new Blackrock Cove subdivision. Technical Project Specifications for this project is subject to the JEA specifications in publication at the time of bid. Please visit JEA.com for further information. Attention is called to the required coordination of the proposed work with the roadway turn lanes and subdivision work being conducted within a portion of the corridor and for which the owner is responsible for payment and not subject to JEA reimbursement. Bidder is required to provide for

JEA BLACKROCK WATER AND FORCEMAIN IMPROVEMENTS

close coordination and scheduling of the work with the existing site work to be performed or underway at time of project commencement. It is imperative that Bidder take this coordination into account when preparing their bids. A project schedule will be provided along with the Bid and time taken into consideration for award.

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

Contractor shall submit one (1) original and two (2) copies of the required bid no later than Monday, August 28, 2023 at 3:00 p.m. at Gillette & Associates, Inc., 20 South 4th Street, Fernandina Beach, Florida with an electronic copy in PDF included with the submittal package on a USB Flash Drive.

JEA BLACKROCK WATER AND FORCEMAIN IMPROVEMENTS

BID SUMMARY

MAIN BID

Item No. and Description

TOTAL

1. FORCEMAIN-JEA PORTION

\$ 719,557.00

2. WATER MAIN-JEA PORTION

\$ 873,846.00

TOTAL LUMP SUM BID PRICE

\$ 1,593,403.00

~END~

JEA BLACKROCK WATER AND FORCEMAIN IMPROVEMENTS

BID SUMMARY

Main BID Description

- 1. FORCE MAIN** – Includes the construction of the JEA force main and connection to the existing force main as shown on the Plans. The JEA portion is specifically, the 10-inch PVC DR18 force main by open cut method, and 12" HDPE force main by horizontal directional drill under Lanceford Creek from station 41+40 to station 70+70 along Blackrock Road in Nassau County. The work includes all pipe, valves, fittings, connections, pressure testing, air release valves, locate wires and appurtenances, plugs, all required dewatering and the removal, disposal and replacement of any unsuitable material encountered, backfill and compaction to JEA and Nassau County Standards of material over the pipe and dewatering and all other work necessary to complete the installation of the system. This work includes the acceptance 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. All testing associated with the construction of the proposed JEA Infrastructure is to be included in the Contractors Contract within this category. This includes, but is not limited to, all material tests, compaction tests, etc. The Owner must approve the Contractors testing company. Includes the preparation, submittal and processing for approval of all force main system As-Builts for the infrastructure construction, as required by the JEA and FDEP and Nassau County.

TOTAL LUMP SUM PRICE: \$ 719,557.00 (Numerals)

\$ Seven Hundred Nineteen Thousand, Five Hundred Fifty Seven Dollars (Written)

- 2. WATER MAIN** – The JEA portion includes construction services to install 12-inch PVC DR18 water main by open cut method, 14" HDPE water main by horizontal directional drill under Lanceford Creek from station 41+40 to station 77+72. Includes the construction of the JEA potable water main system complete within the corridor, including all pipe, valves, fire hydrants, services, fittings, connection to the existing water distribution systems, pressure testing and disinfection, flushing, bacteriological testing, locate wires and appurtenances, plugs, backfill and compaction to JEA and Nassau County Standards of material over the pipe, 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 acceptance 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 FDEP requirements. Includes the cost for all testing associated with the construction of the proposed JEA Infrastructure is to be included in the Contractors Contract within this allowance. This includes, but is not limited to, all material tests, compaction tests, etc. The Owner must approve the Contractors testing company. Includes the preparation, submittal and processing for approval of all water main system As-Builts for the infrastructure construction, as required by the JEA and FDEP and Nassau County.

TOTAL LUMP SUM PRICE: \$ 873,846.00 (Numerals)

\$ Eight Hundred Seventy Three Thousand, Eight Hundred Forty Six Dollars (Written)

(Written)

~END~

JEA BLACKROCK WATER AND FORCEMAIN IMPROVEMENTS

GENERAL NOTES:

1. The Contractor shall submit a detailed construction schedule with the bid proposal that outlines time frames for major work items. This schedule shall conform to the time frames outlined in the Bid Proposal and will be used in bid evaluation. It shall also demonstrate the Contractor fully understands the scope of work.
2. The Contractor is required to perform all tests as required by Nassau County, JEA, FDEP and all other applicable utility companies prior to project acceptance.
3. The Contractor is responsible for visually inspecting the entire site prior to submitting bids and notifying the Engineer of discrepancies, which may affect the construction and its cost.
4. The selected Contractor will be required to submit an itemized schedule of values outlining all work items, which will be used in verifying pay requests. This schedule of values will be incorporated into the construction contract.
5. Standard National Society of Professional Engineers (NSPE) contract documents as modified by the Owner will be used for the Contract and General Conditions.
6. The Owner will provide the survey stakeout work for the Contractor on a one-time basis.
7. The Contractor must provide all other necessary survey work.
 - (1) Project Benchmarks
 - (2) Horizontal Control
8. The Contractor shall be responsible for coordinating the necessary work with JEA, other contractors on site and other utility companies.
9. The Contractor shall be responsible for coordinating the work necessary to complete all final approvals and acceptances as required by the Owner, JEA, FDEP and Nassau County.
10. The Contractor shall complete his work in a professional and workman like manner typical of his industry. There shall be no sections or parts missing. Further, the work shall be complete and able to function for its intended use. The work must be continuous.
11. Storm drainage must be maintained to, through, and from the property during construction. If this does not occur, the Contractor will be responsible for any damage that may result.
12. The Contractor's attention is called to the attached Reports of Geotechnical Exploration. All construction shall be completed in accordance with these reports. The entire site is available to any bidder for surface or subsurface investigation. In addition, Geotechnical Exploration reports identify certain ground water depths. The bidders are cautioned that these depths may not be representative of conditions as they exist today and should be field verified.
13. Water and sewer As-Builts must include elevation on all water/storm, water/sanitary, forcemain/water, forcemain/storm crossings and must meet JEA Standard 501 As-Built Drawings.
14. The Contractor shall be required to coordinate with all other Contractors working on the related and adjacent construction projects undertaken for resolution of all interface issues. If a satisfactory resolution to any such issues cannot be negotiated between Contractors, the Contractor shall notify the Engineer.
15. The undersigned Bidder has examined and read all Plans, Specifications, General and Special Conditions, and other Contract Documents and all Addenda thereto; and is acquainted with and fully understands the extent and character of the work covered by this Proposal and the specified requirements for the proposed work and submits this Bid with no unanswered questions.
16. The Contractor must comply with and include in their bid all costs associated with compliance with the Florida Trench Safety Act.
17. The undersigned Bidder certifies that he has carefully examined the foregoing Proposal after the same was

JEA BLACKROCK WATER AND FORCEMAIN IMPROVEMENTS

completed and has verified every item placed thereon; and agrees to indemnify, defend and save harmless the Owner and/or Engineer against any cost, damage or expense which may be incurred by any error in his preparation of same.

18. Bidder accepts all of the terms and conditions of the Request for Proposal and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. The Bid will remain subject to acceptance for 180 calendar days after the day of Bid Opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within the seven (7) calendar days after the date of Owner's Notice of Award.
19. The Owner reserves the right to reject any or all Bids, waive informalities in any Bid, make award in part or whole with or without cause, and to the award in what is deemed to be the best interest of the Owner. The Owner also reserves the right to exclude certain line items from this bid proposal.
20. If awarded the Contract, the undersigned agrees to begin work within ten (10) calendar days after executing the contract and complete the improvements in accordance with the attached schedule (Contractor shall attach preliminary schedule for use in bid evaluation).
21. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:
 - a. Bidder has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.
 - b. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
 - c. Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing subsurface or subsurface structures at or contiguous to the site which have been identified in the Contract Documents. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the work or which relate to any aspect of the means methods, techniques, sequences and procedures of construction to be employed by bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing the work in accordance with the times, price and other items and conditions of the Contract documents.
 - d. Bidder has correlated the information known to bidder, information and observations obtained from visits to the site, reports and drawings identified in the contract documents and all examinations, investigations, explorations, tests, studies and data with the Contract documents.
 - e. Bidder has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that bidder has discovered in the contract documents and the written resolution thereof by Engineer is acceptable to Bidder and the contract documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the work for with this bid is submitted.

JEA BLACKROCK WATER AND FORCEMAIN IMPROVEMENTS

The following documents are attached to and made a condition of this Bid:

- A) Attachment A – Affidavit
- B) Attachment B – List of Proposed Subcontractors

- C) Attachment C – Trench Safety Act Affidavit
- D) Attachment D – Equipment and Material Listing

ADDENDA ACKNOWLEDGMENT:

Bidder acknowledges receipt of the following addendum:

Addendum No. _____ Date: _____ Acknowledged by: _____

Addendum No. _____ Date: _____ Acknowledged by: _____

Addendum No. _____ Date: _____ Acknowledged by: _____

Robin R. Thigpen
President

Robin R. Thigpen
Secretary


Timothy C. Beasley
Treasurer

If Corporation, affix Corporate Seal
Emergency Telephone

11220 New Berlin Road
Business Address

CGC060694/ CUC057226
License No.

T B Landmark Construction, Inc.
Name of Bidder

 Martin Adams, General Manager
Signature and Title

(904) 751-1016
Business Telephone

(904) 591-5801



Jacksonville, FL 32226
City, State and Zip Code

AFFIDAVIT

ATTACHMENT A

PROJECT: JEA Blackrock Cove Water and Forcemain Improvements

FOR: WOOD DEVELOPMENT COMPANY OF JACKSONVILLE, AMH DEVELOPMENT, LLC AND JEA

At the time the proposal is submitted, the Bidder shall attach to his Bid a sworn statement.

This sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association, or corporation submitting the proposal, and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF Florida

COUNTY OF Duval

Before me, the Undersigned authority, personally appeared Martin Adams
who being duly sworn, deposes and says he/she is General Manager of
T B Landmark Construction, Inc. (Firm) (Title)

the Bidder submitting the attached proposal for the work covered by the Documents in the Project Manual for **JEA Blackrock Cove Water and Forcemain Improvements**.

The affiant further states that no more than one proposal for the above-referenced project will be submitted from the individual, his firm or corporation under the same or different name, and that such Bidder has no financial interest in the firm of another bidder for the same work. That he, his firm, association or corporation has neither directly, nor indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this firm's Bid on the above-described project.

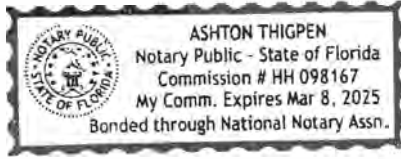
Sworn and Subscribed to me this 28th day of August, 2023.

By: Mt Adams (Bidder) Martin Adams, General Manager (Title)

Notary Public: Ashton Thigpen

My Commission Expires: 3/8/2025

END "ATTACHMENT A"



ATTACHMENT B

**LIST OF PROPOSED SUBCONTRACTORS
 CONSTRUCTION OF JEA BLACKROCK COVE WATER AND SEWER
 IMPROVEMENTS
 FOR
 WOOD DEVELOPMENT COMPANY OF JACKSONVILLE,
 AMH DEVELOPMENT, LLC AND JEA**

This Bidder has fully investigated each Subcontractor listed and has in his file evidence that each subcontractor has engaged successfully in his line of work for a reasonable period of time, that he maintains a fully equipped organization, capable, technically and financially, of performing the work required, and that he has made similar installations in a satisfactory manner.

TYPE OF WORK	NAME AND ADDRESS	PREVIOUS WORK EXPERIENCE TOGETHER YES/NO
Surveying	Cody's Professional Surveying & Mapping, Inc./ PO Box 7540, Jacksonville, FL 32258	Yes
Traffic Control	Bob's Barricades, Inc. / 921 Shotgun Rd., Sunrise, FL 33326	Yes
Concrete Driveway	Gats Construction, Inc. /P.O. Box 24874 Jacksonville, FL 32241	Yes

END "ATTACHMENT B"

ATTACHMENT C

TRENCH SAFETY ACT AFFIDAVIT- STIPULATED PRICE

FOR: JEA BLACKROCK COVE OFFSITE WATER AND FORCEMAIN

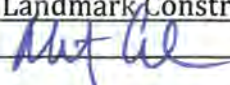
Trench excavations on this Project are expected to be in sufficient depth that the Occupational Safety and Health Administration excavation safety standards, 29 CFR 1926.650 Subpart paragraph trench safety standards will be in effect during the period of construction of the Project.

Bidder acknowledges that included in the Proposal Contract Price and in the Unit Prices are costs for complying with the Florida Trench Safety Act (90-96 Laws of Fl.) Effective October 1, 1990, or later, and hereby gives assurance that, if awarded the Contract, the Contractor or Subcontractor performing trench excavation work on the Project will comply with the applicable trench safety standards. The Bidder further identifies the costs as follows:

TRENCH SAFETY

Item Description	Unit Quantity	Unit Measurement (LF SY)	Unit Cost	Extended Cost
A. Items Included in the Lump Sum Contract Price:				
1. Trench Box	1	LS	\$2,800.00	\$2,800.00
2. Slope	5,900	LF	\$1.00	\$5,900.00
3.				
TOTAL				\$ 8,700.00
B. Unit Price Items:				

FAILURE TO COMPLETE THE ABOVE SHALL RESULT IN THE BID BEING DECLARED NON-RESPONSIVE. EXPAND OR ATTACH CONTINUATION SHEETS AS NEEDED.

COMPANY NAME: T B Landmark Construction, Inc.
 DATE: 8/28/23 BY  Martin Adams, General Manager
 (Name and Title)

END "ATTACHMENT C"

ATTACHMENT D

**JEA BLACKROCK COVE WATER AND SEWER
FORCEMAIN**

EQUIPMENT AND MATERIALS LISTING

The Bidder will furnish the following items of equipment and material:

Item	Manufacturer	Supplier
1. 315 Excavator	CAT	OWN
2. 100X140	Vermeer	OWN
3. 420 Backhoe	CAT	OWN
4. Skid Steer	Takeuchi	OWN
5. 930 Loader	CAT	OWN
6. Vactruck	Mack	OWN
7. Pipe, Fittings, & Valves	Various	Ferguson Waterworks
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		
18.		
19.		
20.		

END "ATTACHMENT D"

Award #7 10/19/2023 Supporting Documents

ID	Task Mode	Task Name	Duration	Start	Finish	t																						
						September	October	November	December	January	February	March	E	B	M	E	B	M	E	B	M	E	B	M	E	B	M	E
1		Blackrock Cove Offsite	180 days	Mon 9/18/23	Sat 3/9/24																							
2		NTP	1 day	Mon 9/18/23	Mon 9/18/23																							
3		Survey	2 days	Thu 9/21/23	Fri 9/22/23																							
4		Silt Fence Install	3 days	Mon 9/25/23	Wed 9/27/23																							
5		Receive Pipe	2 days	Mon 9/25/23	Tue 9/26/23																							
6		Install WM via OC	63 days	Mon 10/2/23	Fri 12/1/23																							
7		Install FM via OC	61 days	Mon 12/4/23	Wed 1/31/24																							
8		Install WM via HDD	5 days	Mon 11/6/23	Fri 11/10/23																							
9		Install FM via HDD	5 days	Mon 11/13/23	Fri 11/17/23																							
10		BacT's	2 days	Mon 1/29/24	Tue 1/30/24																							
11		Pressure Test	2 days	Mon 2/5/24	Tue 2/6/24																							
12		Substantial Completion	1 day	Wed 2/7/24	Wed 2/7/24																							
13		Asbuilts	13 days	Tue 2/13/24	Sun 2/25/24																							
14		Site Restoration	24 days	Wed 2/7/24	Fri 3/1/24																							
15		Punch List	5 days	Thu 2/22/24	Mon 2/26/24																							
16		Final Completion	1 day	Fri 3/1/24	Fri 3/1/24																							

Project: Preliminary Schedule
Date: Wed 8/23/23

Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	
Milestone		Duration-only		Deadline	
Summary		Manual Summary Rollup		Progress	
Project Summary		Manual Summary		Manual Progress	
Inactive Task		Start-only			
Inactive Milestone		Finish-only			



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

THIGPEN, ROBIN RODNEY

★ B LANDMARK CONSTRUCTION INC ★
11220 NEW BERLIN ROAD
★ JACKSONVILLE FL 32226 ★

LICENSE NUMBER: CGC060694

EXPIRATION DATE: AUGUST 31, 2024

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

THIGPEN, ROBIN RODNEY

T B LANDMARK CONSTRUCTION INC
11220 NEW BERLIN ROAD
JACKSONVILLE FL 32226

LICENSE NUMBER: CUC057226

EXPIRATION DATE: AUGUST 31, 2024

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LIMITED POWER OF ATTORNEY

STATE OF FLORIDA
COUNTY OF DUVAL


Known all men by these presents, T B Landmark Construction, Inc. ("T B Landmark"), a Florida Corporation with principal offices at 11220 New Berlin Road, Jacksonville, Florida 32226 does hereby irrevocably constitute, nominate, appoint and authorize, Martin Adams, who presently resides at 6042 Antigua Court, Orange Park, FL 32003, and who is presently employed by T B Landmark holding the position of General Manager, as its true and lawful attorney-in-fact, to do in its name and on its behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of its bid for the proposed project, including but not limited to signing and submission of all bids, and other documents and writings, participating in bidders and other conferences, providing information/responses, representing it in all matters relating to the bidding process, signing and execution of all contracts and undertakings consequent to acceptance of its bid, and generally dealing with the necessary parties in all matters in connection with or relating to or arising out of its bid for the proposed project and/or upon award thereof to T B Landmark.

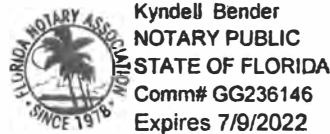
And T B Landmark hereby agrees to ratify and confirm, and does hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by its said attorney-in-fact pursuant to and in exercise of the powers conferred by this limited power of attorney, and that all acts, deeds, and things done by its said attorney-in-fact in exercise of the powers hereby conferred shall and shall always be deemed to have been done by T B Landmark.

In witness whereof, Robin Thigpen, on behalf of T B Landmark as its President, has executed this power of attorney on this 10th day of July, 2020.


Robin Thigpen, President
T B Landmark Construction, Inc.

SWORN AND SUBSCRIBED BEFORE ME THIS 10TH DAY OF JULY, 2020 BY ROBIN THIGPEN.



(Notary Public)
Print Name: Kyndell Bender
My Commission Expires: 07/9/2022

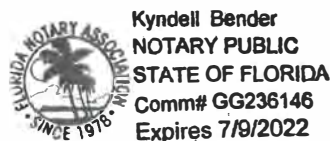


Accepted by,

Martin Adams, General Manager
T B Landmark Construction, Inc.

SWORN AND SUBSCRIBED BEFORE ME THIS 10TH DAY OF JULY, 2020 BY MARTIN ADAMS.


(Notary Public)
Print Name: Kyndell Bender
My Commission Expires: 07/9/2022





Formal Bid and Award System

Award #6 May 26, 2022

Type of Award Request: CONTRACT RENEWAL
Requestor Name: Mildred Ventura
Requestor Phone: (904) 665-5201
Project Title: Facilities - Repair and Maintenance of Generators
Project Number: 30801
Project Location: JEA
Funds: O&M
Budget Estimate: \$1,911,434.20
Scope of Work:

It is the purpose of this solicitation to obtain a Contractor to perform the scheduled and emergency repair and maintenance of generators throughout the JEA service territory in the following counties: Clay, Duval, Nassau and St Johns. This work may include, but is not limited to, repairs to engines, generators, control panels, batteries, battery chargers, voltage regulators, jacket water heaters, fuel day tanks, fuel tanks, fuel tank controls, alarms, and related switches.

JEA IFB/RFP/State/City/GSA#: 082-19
Purchasing Agent: Brown, Darriel D.
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
ZABATT POWER SYSTEMS	Pablo Moreno	pablo@zabatt.com	4612 Highway Ave, Jacksonville FL 32254-4124	(904) 421-9825	\$1,911,434.20

Amount of Original Award: \$4,118,502.00
Date of Original Award: 06/13/2019
Change Order Amount: \$1,911,434.20

List of Previous Change Order/Amendments:

CPA #	Amount	Date
182843	\$411,850.20	11/02/2021

New Not-To-Exceed Amount: \$6,441,786.40
Length of Contract/PO Term: Three (3) Years w/Two (2) - 1Yr. Renewals
Begin Date: 11/01/2019
End Date: 10/31/2023
Renewal Options: Yes - One (1) - 1Yr. Renewals
JSEB Requirement: N/A - Optional

Award #8 10/19/2023 Supporting Documents

Background/Recommendations:

Originally competitively bid and awarded on 06/13/2019 in the amount of \$4,118,502.00. An administrative increase was approved on 11/02/2021 in the amount of \$411,850.20 in order to fund the contract to the original end date. A copy of the previous award document is attached for reference.

Zabatt Power Systems has performed well under this contract and JEA desires to exercise the available one (1) year renewal for the forecasted amount of \$1,911,434.20. Zabatt has agreed to renew this contract at their current contract rates and the unit prices are fixed for the term of the contract. The budget estimate was based on the budget for FY23. The variance between the budget estimate and the renewal amount includes the addition of 100 new assets requiring maintenance. The additional funds required to support this increase have been identified under an alternate approved line item.

Request approval to award a contract renewal and increase to Zabatt Power Systems for Repair and Maintenance of Generators in the amount of \$1,911,434.20, for a total not-to-exceed amount of \$6,441,786.40, subject to the availability of lawfully appropriated funds.

Director: Brunell, Baley L. - Dir Facilities & Fleet Services

VP: McElroy, Alan D. - VP Supply Chain & Operations Support

APPROVALS:

Stephen DeJoy 5-26-22
Chairman, Awards Committee **Date**

Laure A Whitmer 5/26/22
Budget Representative **Date**



Formal Bid and Award System

Award #7 June 13, 2019

Type of Award Request: INVITATION TO NEGOTIATE (ITN)
Request #: 6548
Requestor Name: Thurman, Howard F. - Associate Manager Facilities Operations,
Requestor Phone: (904) 665-6669
Project Title: Facilities - Repair and Maintenance of Generators
Project Number: 30801
Project Location: JEA
Funds: O&M
Budget Estimate: \$4,223,926.00

Scope of Work:

It is the purpose of this solicitation to obtain a Contractor to perform the scheduled and emergency repair and maintenance of generators throughout the JEA service territory in the following counties: Clay, Duval, Nassau and St Johns. This work may include, but is not limited to, repairs to engines, generators, control panels, batteries, battery chargers, voltage regulators, jacket water heaters, fuel day tanks, fuel tanks, fuel tank controls, alarms, and related switches.

This award will impact the following Measures of Value:

- Community Impact Value: Generator maintenance ensures the community with reliable service.

JEA IFB/RFP/State/City/GSA#: 082-19
Purchasing Agent: Selders, Elaine L.
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
ZABATT POWER SYSTEMS	PABLO MORENO	pablo@zabatt.com	4612 HIGHWAY AVE, Jacksonville FL 32254-4124	(904) 421- 9825	\$4,118,502.00

Amount for entire term of Contract/PO: \$4,118,502.00
Award Amount for remainder of this FY: \$0.00
Length of Contract/PO Term: Three (3) Years w/Two (2) - One (1) Yr. Renewals
Begin Date (mm/dd/yyyy): 11/01/2019
End Date (mm/dd/yyyy): 10/31/2022
Renewal Options: YES - Two (2) - One (1) Yr. Renewals
JSEB Requirement: N/A - Optional

RESPONDENTS:

Name	First Round	BAFO	Rank
ZABATT POWER SYSTEMS	\$4,118,502.00	\$ 4,118,502.00	1
ACF STANDBY SYSTEMS LLC	\$7,931,670.00	\$6,624,375.00	2
RING POWER CORPORATION	\$10,861,635.00	N/A	3

Background/Recommendations:

Advertised on 04/17/2019. Four (4) prime contractors attended the optional pre-response meeting held on 04/26/2018. At response opening on 05/07/2019, JEA received three (3) Responses. Zabatt Power Systems and ACF Standby Systems LLC were short-listed and invited to submit Best and Final Offers (BAFO). Zabatt Power Systems did not submit BAFO pricing. JEA evaluated the companies on price only and Zabatt Power Systems is deemed the lowest Responsive and Responsible Respondent. A copy of the Response Form and Workbook are attached as backup.

When comparing the unit prices between the current contract and the new contract, it resulted in a savings of 8.8% for a total of \$395,590.80 over three (3) years. It should be noted that the number of generators increased from 373 to 506 for resiliency efforts. However, the budget will only reduce slightly because of the resulting increase in number of units requiring repair and maintenance. The unit prices are fixed for the term of the contract.

Procurement tracks two different types of savings. The total cost difference is comparing 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: A \$781.80 per unit savings will result in a total savings over the life of the three (3) year contract of \$395,590.80. (Calculated by comparing the current pricing with the proposed pricing.)

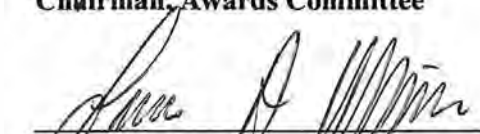
082-19 – Request approval to award a contract to Zabatt Power Systems for Repair and Maintenance of Generators for a total not-to-exceed amount of \$4,118,502.00, subject to the availability of lawfully appropriated funds.

Manager: Crane, Christopher T. - Manager, Facilities Operations
Director: McElroy, Alan D. - Dir, Operations Support Services
VP: McCarthy, John P. - VP & Chief Supply Chain Officer

APPROVALS:



 Chairman, Awards Committee Date 6/13/19



 Manager, Capital Budget Planning Date 6/13/19