

Welcome to the

JEA Awards Meeting

February 29, 2024, 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
February 29, 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.

Award #	Type of Award	Solicitation # & Short Description/Title	VP	Awardee	Funding Source	Award Amount	Original Award Amount	New Not-to-Exceed	Amendments	Term (Projected) Start Date - End Date	JSEB Participation (Y/N) If Y, then list company name(s) (% , \$ - awarded)
1	Minutes	Minutes from 02/29/2023 Meeting	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2	Request for Proposal (RFP)	1411399646 - Engineering Services for North Grid THM Mitigation Project	Melendez	Hazen and Sawyer	Capital	\$1,175,771.00	N/A	\$1,175,771.00	N/A	Start Date: 03/14/2024 End Date: 08/29/2029	Four Waters Engineering (Civil) - \$10,450.00
	<p>Advertised: 09/12/2023 Opened: 10/10/2023 One (1) Proposal Received Public Evaluation Meeting: 11/03/2023 For additional information contact: Dan Kruck</p> <p>The scope of Engineering Services for the North Grid Trihalomethanes (THM) Mitigation project includes, but is not limited to, developing a pilot test plan and testing. Design of the project, permitting support, engineering services during construction, and support during startup.</p> <p>JEA reached out to firms that attended the pre-proposal meeting but did not propose and they listed their current workload and the specialty nature of this project as reasons from not participating. This fee is the first phase of the project for the pilot testing. Another award will be brought to the Awards Committee for the design and services during construction of the project. The hourly rates used to determine the fee were compared to past and current projects and deemed reasonable.</p>										
3	Rescind	1411451246 Construction Services for McDuff - Olga to Park Water Main	Melendez	N/A	Capital and O&M	N/A	N/A	N/A	NA	N/A	0.03
	<p>Advertised: 10/26/2024 Opened: 12/12/2024 Two (2) Bids Received For additional information contact: Lynn Rix</p> <p>The purpose of this Solicitation is to evaluate and select a vendor to provide construction for approximately 1,350 feet of 20-inch Ductile Iron Pipe (DIP) water main. The existing cast iron water main will be replaced with same diameter DIP through open-cut construction. The existing pipeline will be properly removed or abandoned in place and filled with grout after construction of the new pipeline.</p> <p>The lowest responsive bid received for the project exceeded the planned project budget. This project was identified by the Large Diameter Pipe program as a water main in need of replacement. After consultaion with O&M, they determined that the issues with this water main have been minimal over the past few years and its repair can be deferred.</p> <p>This request is to rescind with the intent to rebid in the future. All pricing will be held confidential for 12 months or, if earlier, such time as JEA provides notice of an intended decision concerning the reissued IFB or until JEA withdraws the reissued IFB.</p>										
4	Contract Increase	Hach Services & Commodities Contract	Vu	Hach Company	O&M	\$165,735.93	\$2,046,870.00	\$2,417,292.93	10/11/23 - \$204,687.00	Three (3) Years w/Two (2) – 1 Yr. Renewals One (1) Renewal remaining Start Date: 09/24/2020 End Date: 09/23/2024	N/A
	<p>For additional information contact: Darriel Brown</p> <p>The scope of services is for instrumentation servicing and the purchase of equipment & supplies. Hach is an approved JEA Standard for chemistry controllers, analyzers, instrumentation and testing equipment and supplies for the Water/Wastewater Treatment Plants. Hach is the only vendor approved by Standards for certain types of equipment.</p> <p>JEA agreed to a 10.8% price increase on equipment and supplies during renewal negotiations in September 2023 and implemented and Administrative Increase of 10% on 10/11/2023. This contributed higher than expected spend for the renewal term. This increase will fund services until contract expiration.</p>										
5	Cost Participation	2022-1849 McGirts Creek Offsite WM	Melendez	Bluff Runners FLA LLC/Jax Utilities Management, Inc.	Capital	\$597,500.00	N/A	\$597,500.00	N/A	Project Completion (Estimated: September 2024)	N/A
	<p>For additional information contact: David King</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. The project elements are comprised as follows: Install 1,675 feet of 12" water main along Blackrock Road (100% cost to JEA); Upsize 2,100 feet of 10" water main to 12" water main along Green Pine Road.</p> <p>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 05/08/2023. Bluff Runners FLA, LLC received one bid. Jax Utilities Management, Inc. had the lowest overall bid amount and was awarded the project. The bid is approximately 48% above the JEA estimate of \$404,537.00 and 0.11% more than the Developer's estimate of \$596,870.00. The JEA estimate included the material, labor, and equipment. JEA is reimbursing in accordance with the JEA Cost Participation Policy and the Nassau County Interlocal Agreement and the bid amount is deemed reasonable.</p>										

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Consent Agenda Action

Committee Members in Attendance	Names	
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Motion by:	
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Second By:	
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Committee Decision	
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Consent and Regular Agenda Signatures

Budget	Name/Title	_____
Awards Chairman	Name/Title	_____
Procurement	Name/Title	_____
Legal	Name/Title	_____

JEA Awards Agenda
February 15, 2024
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.

Award #	Type of Award	Solicitation # & Short Description/Title	VP	Awardee	Funding Source	Award Amount	Original Award Amount	New Not-to-Exceed	Amendments	Term (Projected) Start Date - End Date	JSEB Participation (Y/N) IF Y, then list company name(s) (% \$ - awarded)
1	Minutes	Minutes from 02/08/2024 Meeting	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2	Invitation For Bid	1411536246 - JEA McMillan St Pump Station - 42-in Force Main Rehabilitation	Melendez	Ferreira Construction Co, Inc.	Capital	\$7,843,769.81	N/A	\$7,843,769.81	N/A	Start Date: 02/22/2024 End Date: 08/30/2025	RZ Services Group (Labor & Materials) - \$296,582.83 Smith Surveying (Surveying) - \$27,724.05
	<p>Advised: 12/12/2023 Opened: 01/30/2024 Two (2) Bids Received For additional information contact: Marline McDonald</p> <p>The scope of work for this contracts includes providing all labor, materials, equipment, and incidentals required to access the site, clean, CCTV, inspect, test, and rehabilitate the existing 42-inch McMillan Reinforced Concrete Pipe force main, and grout fill the existing 18-inch Kinlock force main as specified in the solicitation.</p> <p>JEA updated the minimum qualifications and extended the bid due date in attempt to increase vendor participation. Vendors that did not submit stated current workload as the primary reason for not participating. The low bid was reviewed by JEA project staff and deemed reasonable compared to past projects.</p>										
3	Contract Increase	1410827846 - Licensing, Implementation, and Support of a Website Content Experience Management Solution.	Stultz	Optimizely, Inc.	Capital	\$102,425.00	\$854,775.00	\$957,200.00	N/A	Three (3) Years w/ Two - 1 Yr. Renewals Begin Date: 02/15/2023 End Date: 02/14/2026	N
	<p>For additional information contact: Angel Iosua</p> <p>This request is for a contract increase in the amount of \$102,425.00 to provide professional services for implementation and standards-based platform to manage and deploy content for JEA digital assets, primary among them the jea.com website and the upcoming mobile app. This platform provides JEA with the tools and framework to easily create and administer modern digital experiences for our customers that have the potential to improve the user experience and digital satisfaction scores. Optimizely's cloud-based architecture will have the flexibility to scale up to meet future business needs with the functionality JEA's customers expect. The Optimizely solution also provides deep migration expertise from JEA's current Content Management System vendor, Ektron, which was acquired as Episerver in 2015.</p> <p>As part of the original award, Optimizely launched a comprehensive website redesign effort beginning in FY24 to give JEA a modern platform which resulted in the need for more work than originally anticipated. Optimizely has agreed to continue to provide maintenance and support services as part of the original agreement but will not invoice JEA for support services in the amount of \$48,000.00 (\$16,000/year for three years), but instead allocate the maintenance and support services funds of \$48,000.00 to the professional services needed for implementation. All other rates and fees will remain the same. After reevaluation of the project needs, a contract increase for \$102,425.00 is needed for Professional Services required for implementation.</p>										
4	Emergency	123-18 Grit, Waste & Sludge Disposal Management Services for the Buckman Water Reclamation Facility (WRF)	Vu	Biosolids Distribution Services, LLC	O&M	\$404,976.64	\$2,540,000.00	\$6,664,109.06	06/07/2021 - \$1,215,573.00 11/17/2022 - \$361,109.37 02/06/2023 - \$411,668.23 05/04/2023 - \$1,161,769.78 10/25/2023 - \$250,000.00 11/30/2023 - \$319,012.04	Start Date: 10/25/2018 End Date: 04/30/2024	N
	<p>Last Awarded: 05/04/2023 For additional information contact: Darriel Brown</p> <p>This scope of work for this contract includes the transportation and disposal of bar screened waste, grit, sand and unclassified sludge cake from the Buckman WRF.</p> <p>The biosolids dryer at the Buckman WRF was out of service for an unexpected period of time causing this contract to be used to haul and dispose of biosolids at a greater rate than had been anticipated. The dryer has now been repaired, and this increase funds previously paid invoices. The new not to exceed amount will cover the cost of the remaining contract term.</p>										
5	IFB	NGS N34 Electrical Equipment Upgrade	Melendez	Powerserve Technologies, Inc.	Capital	\$161,000.00	N/A	\$161,000.00	N/A	Project Completion Start Date: 02/20/2024 End Date: 05/15/2024	N/A
	<p>Advised: 12/11/2024 Proposals Opened: 01/11/2024 Three (3) Proposals Received For Additional Information: Kenny Pearson</p> <p>This solicitation is for the sourcing of an accomplished contractor to decommission, relocate, and install all equipment involved in the power cab upgrade. The major equipment being decommissioned and newly installed are the MCC and switchgear. Other equipment that must be replaced or newly installed are the DC starter, AC/DC breaker panels, 480VAC/120VAC transformer, junction/termination boxes, and some low/medium voltage cables. The installation of these new equipment also requires that the pre-existing heater, receptacles, light switches, and fire alarm system be relocated to another part of the power cab. All tools and materials required to complete the work must be provided by the contractor.</p> <p>JEA has reviewed the rates and when compared to other proposals received and original estimates, the proposal was deemed reasonable and justifiable.</p>										

Award #	Type of Award	Solicitation # & Short Description/Title	VP	Awardee	Funding Source	Award Amount	Original Award Amount	New Not-to-Exceed	Amendments	Term (Projected) Start Date - End Date	JSEB Participation (Y/N) If Y, then list company name(s) (% \$ - awarded)
6	Contract Increase	001-20 Construction Management-at-Risk (CMAR) Services for the Nassau Water Reclamation Facility (WRF) Upgrade Projects	Melendez	The Haskell Company	Capital	\$2,342,851.00	\$420,020.00	\$114,156,327.00	06/23/2022 - \$19,899,397.00 10/06/2022 - \$85,235,958.00 02/16/2023 - \$6,258,101.00	Start Date: 01/05/2021 End Date: 02/05/2025	N
	Deferred										
7	Contract Increase	1410399647 - Construction Services for Underground Water, Wastewater, and Reuse Grid Repair and Installation Services	Vu	Callaway Contracting, Inc. J. B. Coxwell Contracting, Inc. T B Landmark Construction Inc Petticoat-Schmitt Civil Contractors, Inc.	Capital	\$2,500,000.00 \$2,000,000.00 \$2,000,000.00 \$1,600,000.00	\$2,500,000.00 \$2,000,000.00 \$2,000,000.00 \$1,000,000.00	\$14,500,000.00 \$9,040,000.00 \$6,200,000.00 \$4,800,000.00	Callaway Contracting, Inc. 09/14/2022 - \$250,000.00 09/22/2022 - \$6,300,000.00 04/13/2023 - \$905,000.00 05/18/2023 - \$2,045,000.00 J. B. Coxwell Contracting, Inc. 04/13/2023 - \$200,000.00 05/18/2023 - \$2,000,000.00 T B Landmark Construction Inc 04/13/2023 - \$200,000.00 05/18/2023 - \$2,000,000.00 07/13/2023 - \$2,200,000.00 12/14/2023 - \$640,000.00 Petticoat-Schmitt Civil Contractors, Inc. 07/11/2022 - \$100,000.00 09/22/2022 - \$1,000,000.00 04/13/2023 - \$210,000.00 05/18/2023 - \$890,000.00	Three (3) Years w/ Two - 1 Yr. Renewals Start Date: 11/23/2021 End Date: 12/14/2024 Two Renewals Remaining	Y Each task order under this contract will be reviewed and given a JSEB requirement prior to it being issued to the contractor.
	Last Award Approval: 05/18/2023, 07/13/2023 For additional information contact: David King The Work performed under this Contract for Construction Services for Underground Water, Wastewater, and Reuse Grid Repair and Installation Services, includes: Water Main replacements and/or extensions, Water, Wastewater, and/or Reclaimed Piping repairs, replacements, and/or extensions, manhole installation and repairs, service connections and large meter installations on an as needed basis. This increase funds the current contract through 12/24/2024 with current rates.										
8	Emergency	029-21 Consolidated Rivertown WTP Project Package	Melendez	Ferreira Construction Co, Inc.	Capital	\$10,009,406.37	N/A	\$10,009,406.37	N/A	Start: 02/22/2024 End: 01/15/2025	N/A
	For additional information contact: Dan Kruck The scope of work for this contract is to finish the pump building, site work, piping and electrical work required to complete the construction of the Rivertown WTP and associated production wells. The Rivertown WTP is currently operating on a temporary basis to provide water to St. Johns county. This scope of work was originally awarded to Williams Industrial, LLC on 08/21/2021. Williams Industrial notified JEA on 07/20/2023 that it was stopping work on all JEA projects. Williams Industrial subsequently declared bankruptcy. JEA terminated the Williams Industrial contract and contacted the contract surety. Per the bond terms, the surety bid out the remaining portion of the work and Ferreira Construction Co, Inc. was the sole bidder. The surety has paid JEA \$3,978,686.78 per the terms of the bond which represents the difference between the remaining contract balance with Williams, and the bid from Ferreira Construction. JEA reviewed the project with Ferreira Construction and deemed the bid reasonable compared to other projects.										
9	RFP	1411549046 - Independent Evaluator for JEA's Market Test	Melendez	Merrimack Energy	O&M	\$147,495.00	N/A	\$147,495.00	N/A	Project Completion Start Date: 02/20/2024 End Date: 09/30/2025	N/A
	Advertised: 12/29/2024 Proposals Opened: 01/23/2024 Public Evaluation Meeting: 02/02/2024 Three (3) Proposals Received For Additional Information: Kenny Pearson The purpose of this Solicitation is to evaluate and select a vendor (Independent Evaluator) to provide assistance to JEA in evaluating responses to a Market Test Request for Proposal (RFP) for power supply that is comparable to a self-build 1x1 combined-cycle combustion turbine (CCCT), and to determine the best method for JEA to procure the Work with regards to pricing, quality, design, and workmanship. This bid was conducted and is being awarded in accordance with Florida statute 287.055 Consultants' Competitive Negotiation Act (CCNA), as such JEA selected the vendor based on evaluation criteria only. JEA has reviewed the rates and when compared to the original estimate and other consulting projects, the proposal was deemed reasonable and justifiable.										

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Consent Agenda Action											
Committee Members in Attendance	Names	Ted Phillips, David Emanuel, Janie Smalley									
Motion by:	David Emanuel										
Second By:	Janie Smalley										
Committee Decision	Approved Awards 1-5 and 7-9. Award Item 6 is being deferred										
Consent and Regular Agenda Signatures											
Budget	Name/Title	<u>Stephanie Nealy</u>									
Awards Chairman	Name/Title	<u>Theodore B Phillips</u> CFO									
Procurement	Name/Title	<u>Lisa Pleasant</u> (on behalf of Jenny McCollum)									
Legal	Name/Title	<u>Rebecca Lavis</u>									

Award #2 - 2/29/2024 Supporting Documents

1411399646 Engineering Services for North Grid THM Mitigation Project

Vendor Rankings	Mickey Willoughby	Ryan Popko	Jim Orr	Σ Rank	Rank
Hazen and Sawyer	83	85	78.60	247	1

Mickey Willoughby	Professional Staff Experience (30 Points)	Approach and Work Plan (40 Points)	Company Experience (25 Points)	JSEB (5 Points)	Total
Hazen and Sawyer	23	34	22	4	83.00

Ryan Popko	Professional Staff Experience (30 Points)	Approach and Work Plan (40 Points)	Company Experience (25 Points)	JSEB (5 Points)	Total
Hazen and Sawyer	24	34	23	4	85.00

Jim Orr	Professional Staff Experience (30 Points)	Approach and Work Plan (40 Points)	Company Experience (25 Points)	JSEB (5 Points)	Total
Hazen and Sawyer	22.6	30	22	4	78.60

Overall Averages	Professional Staff Experience (30 Points)	Approach and Work Plan (40 Points)	Company Experience (25 Points)	JSEB (5 Points)	Total
Hazen and Sawyer	23.20	32.67	22.33	4.00	78.20

Award #2 - 2/29/2024 Supporting Documents

Task Number	Task Name	Cost	LS/T&M	LS Subtotal	T&M Subtotal
Task 1	KICKOFF MEETING AND PROJECT MANAGEMENT	\$ 85,488.00	LS	\$ 85,488.00	
Task 2	PRELIMINARY ACTIVITIES	\$ 13,532.00	LS	\$ 13,532.00	
Task 3	PILOT TESTING	\$ 642,809.00	LS	\$ 642,809.00	
Task 4	10% SCHEMATIC DESIGN DOCUMENT	\$ 333,942.00	LS	\$ 333,942.00	
Allowance	ALLOWANCE	\$ 100,000.00	T&M		\$ 100,000.00
Total		\$ 1,175,771.00		\$ 1,075,771.00	\$ 100,000.00

Certification of Single Source or Emergency Procurement

Please use this form to certify a Single Source or Emergency Procurement complies with the requirements of the JEA Procurement Code. The JEA Procurement Code defines a Single Source and Emergency Procurement as follows:

3-112 Single Source

A Contract may be awarded for Supplies or Services as a Single Source when, pursuant to the Operational Procedures, the Chief Procurement Officer determines that:

- (a) there is only one justifiable source for the required Supplies or Services;
- (b) the Supplies or Services must be a certain type, brand, make or manufacturer due to the criticality of the item or compatibility within a JEA utility system, and such Supplies or Services may not be obtained from multiple sources such as distributors;
- (c) the Services are a follow-up of Services that may only be done efficiently and effectively by the Vendor that rendered the initial Services to JEA, provided the Procurement of the initial Services was competitive;
- (d) at the conclusion of a Pilot Project under Section 3-118 of this Code, the Procurement of Supplies or Services tested during the Pilot Project, provided the Vendor was competitively selected for the Pilot Project.

3-113 Emergency Procurements

In the event of an Emergency, the Chief Procurement Officer may make or authorize an Emergency Procurement, provided that Emergency Procurements shall be made with as much competition as practicable under the circumstances. A written Determination of the basis for the Emergency and for the selection of the particular Vendor shall be included in the Procurement file.

For purposes of this Section 3-113, an "Emergency" means any one of the following:

- (a) a reasonably unforeseen breakdown in machinery;
- (b) an interruption in the delivery of an essential governmental service or the development of a circumstance causing a threatened curtailment, diminution, or termination of an essential service;
- (c) the development of a dangerous condition causing an immediate danger to the public health, safety, or welfare or other substantial loss to JEA;
- (d) an immediate danger of loss of public or private property;
- (e) the opportunity to secure significant financial gain, to avoid delays to any Governmental Entity or avoid significant financial loss through immediate or timely action; or (f) a valid public emergency certified by the Chief Executive Officer.

Please provide the following information:

1. Vendor Name:

Hach Company

2. Description of Services or Supplies provided by Vendor:

Per the JEA W/WW Approved Materials Manual Vol III, Section Instrumentation Pages 137-143; Hach instrumentation products, regents, testing equipment, bench meters, and equipment is the JEA standard for wastewater treatment facilities. All JEA W/WW facilities utilize Hach equipment per these standards. The Hach products are compatible only with the currently installed Hach systems and are not compatible with any other manufacture's products. JEA would incur significant cost to retrofit the numerous systems that support the Hach equipment at these facilities.

Award #4 - 2/29/2024 Supporting Documents

3. Certification:

I the undersigned certify that to the best of my knowledge, no JEA employee has, either directly or indirectly, a financial interest in this Single Source Emergency Procurement, and

I the undersigned certify that this procurement meets the requirements of a (choose one of the following):

Single Source Procurement. Please state which subsection of Section 3-112 above applies to this Single Source Procurement: 3-112 Single Source (b)

OR

Emergency Procurement - Please state which subsection of Section 3-113 above applies to this Emergency Procurement: _____

Kent Williamson

Digitally signed by Kent Williamson
Date: 2024.02.23 15:07:43 -0500'

2/23/2024

Signature of JEA Business Unit Manager

Date

Kent Williamson

Name of JEA Business Unit Manager

This certification shall be attached to the Purchase Order when it is routed for approval. A Single Source or Emergency Procurement shall be reported to the JEA Board in accordance with Section 1-110 of the JEA Procurement Code.

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

THIS AGREEMENT, made and entered into this 12th day of JUNE, 2023 by and between Bluff Runners FLA, LLC whose address is 12 Chascy Lane, Norwich, CT 06360 (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 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: infrastructure for a 49-lot subdivision to be called McGirts Creek (2022-1849) (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: 1,675 feet of 12 inch water main along Blackroad Road and upsize 2,100 feet of 10 inch water main to 12 inch along Green Pine Road (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 wish to set forth the terms and conditions for sharing the cost of the construction and installation of the Developer's

Award #5 - 2/29/2024 Supporting Documents

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, 2026 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 \$ 597,500.00 ("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 Procurement Code and Cost Participation Policy. Contractor selection shall be subject to the consent of JEA, which shall not be unreasonably withheld.

Award #5 - 2/29/2024 Supporting Documents

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 this Agreement, any document described on Exhibit B, as described in Section 6 of this Agreement, and the

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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 subsequent owner of Developer's Property from exercising itself or granting exclusive or non-exclusive rights, privileges

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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 obtaining all necessary approvals for Developer's Extension from all applicable governmental agencies. Developer hereby

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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 removed from Developer's offices. Developer agrees to have knowledgeable personnel available to answer

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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: 2024.01.25 08:28:26-05'00'

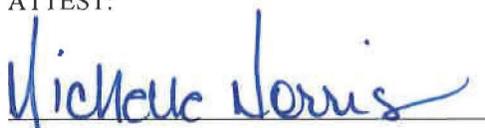
Robert J. Zammataro, PE
Director W/WW Planning & Development

JEA

Pedro A Melendez
Digitally signed by Pedro A Melendez
Date: 2024.01.25 17:58:39 -05'00'

Pedro A. Melendez, PE
VP Planning Engineering & Construction

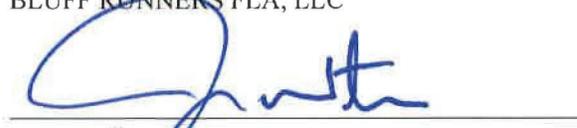
ATTEST:


Signature

Michelle Norris
Print or Type Name

Operations
Title

BLUFF RUNNERS FLA, LLC


Signature

JAMES WATSON
Print or Type Name

MEMBER
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

{Attached}

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.

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		JUM	JEA Estimate	Engineer's Estimate
Blackrock Road Water main	\$	535,000.00	\$ 337,397.00	\$ 533,770.00
Green Pine Road - 10" Water main	\$	574,500.00	\$ 298,015.00	\$ 565,340.00
Green Pine Road - 12" Water main	\$	637,000.00	\$ 365,155.00	\$ 628,440.00
Cost to upsize	\$	62,500.00	\$ 67,140.00	\$ 63,100.00
JEA Participation Amount	\$	597,500.00	\$ 404,537.00	\$ 596,870.00