# Welcome to the

# JEA. Awards Meeting January 23, 2025, 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 <u>JEA.com</u>, 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 Sarah Millsap by telephone at (904)776-4311 or by email at millse@jea.com if you experience any technical difficulties during the meeting.

## JEA Awards Agenda January 23, 2025 225 North Pearl St., Jacksonville, FL 32202 - Hydrangea Room 1st Floor Teams Meeting Info

						Teams	Meeting Info					
						Conse	ent Agenda					
The Chief Procureme	nt Officer offers the follo	owing items for the JEA Awards Consent	Agenda. Any item						have been approved by OGC, Budget and the Code, if you wish to protest any of these items	the Business Unit Vice President and Chief. The s.	posting of this agenda serves as an official r	notice of JEA's intended decision
Award #	Type of Award	Solicitation # & Short Description/Title	VP	Awardee	Funding Source	Business Unit Estimate	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)
1	Minutes	Minutes from 01/16/2025 Meeting	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Developer Agreement	Wildlight – 2023-2311 Chester Road Widening	Zammataro	Wildlight, LLC	Capital	\$3,501,509.00	\$1,912,830.23	N/A	\$1,912,830.23			
2	Advertised: 5/01/2024 Opened: 5/31/2024 Two (2) Bids Received (by Developer) AJ Johns, Inc. Overall \$2,132,303.06 JEA Items \$1,901,789.06 Valencourt Construction Company, Inc.: Overall \$1,977,377.77 JEA Items \$1,912,830.23 In accordance with the Wildlight Developer and Utility Service Agreement, this project includes JEA reimbursable infrastructure to Wildlight, LLC. The project includes a water main, a reclaim water main and a force main along the development spine road. Per the developer agreement for this project, JEA will reimburse the Developer, for certain water, sewer and reclaim improvements within the Wildlight development. The developer has followed JEA procurement directives by advertising and awarding to the highest evaluated bidder. The solicitation was advertised on 05/01/24. Four bidders attended the probid meeting and 2 bids were received. Vallencourt Construction Co., Inc. was the highest evaluated and lowest overall bid and was awarded the project. The bid is approximately 45% below the JEA estimate. The							N/A	Project Competion Start Date: 7/01/2024 End Date: 8/31/2025	N		
	Invitation for Bid (IFB)	1411877047 Imeson Substation T2 Addition	Melendez	C and C Power Line, Inc.	Capital	\$1,818,778.50	\$1,790,250.00	\$1,790,250.00	\$1,790,250.00			
3	Reliable Substation 5 Star Electric, LLC Gridco, Inc \$2,30 Power Serve Techn L E Myers Co. Inc. National Electrical For additional informa The purpose of this sol The perimeter fence m Robust participation re	ed: Inc \$1,790,250.00 Services, Inc \$1,914,000.00 C - \$2,192,668.60 1,823.70 ologies, Inc \$3,129,770.60 - \$3,260,534.10 Engineering Consultants LLC dba NEEC tion contact: Lynn Rix icitation is to select a vendor to provide c ust be extended to the east and south in or sulted in competitive bids. The lowest res	onstruction service der to accommoda	te the new assets. The substation will rea	quire upgrades to its auxiliary system, l	ighting, and grounding, alongside ne	cessary new construction and	pgrades to substation road		N/A	Project Completion Start Date: 02/06/2025 End Date: 09/30/2025	Five Percent (5%) Evaluation Criteria D B Construction (Foundations) - 13.96% or \$249,918.90 Garmin Trucking (Rock hauling) - 6% or \$107,415.00
	was deemed reasonable	2.										
	Contract Increase	1410399647 Construction Services for Underground Water, Wastewater, and Reuse Grid Repair and Installation Services	Vu	J. B. Coxwell Contracting, Inc. Petticoat-Schmitt Civil Contractors,	Capital	\$4,000,000.00 \$1,500,000.00	J.B. Coxwell - \$4,000,000.00 Petticoat-Schmitt -	J.B. Coxwell - \$2,000,000.00 Petticoat Scmitt -	J.B Coxwell - \$13,900,000.00 Petticoat-Schmitt - \$6,780,000.00	J. B. Coxwell Contracting, Inc. 04/13/2023 - \$200,000.00		
	and Installation Services     Inc.     Fretticual Sciniti - 30,700,000.00       Originally Awarded: 11/18/2021       Last Award Approval: 02/15/2024       For additional information contact: Darriel Brown										Three (3) Years w/ Two (2) - 1 Yr. Renewals	
4	extensions, manhole in The task orders issued		and large meter in re; not necessarily e	stallations on an as needed basis. mergency work, but unplanned work re	sulting from the deterioration of an exi	isting asset. Task orders have include	d repairing leaking mains, rep	lacing assets in FDOT road	ping repairs, replacements, and/or ways, and replacing failing, deep manholes customers, and expanded JEA's response	Petticoat-Schmitt Civil Contractors, Inc. 07/27/2022 - \$100,000.00 09/23/2022 - \$1,000,000.00 04/17/2023 - \$210,000.00 05/18/2023 - \$890,000.00	Start: 12/15/2021 End: 12/14/2025	N/A
	JEA has identified a ne	eed to increase these two contracts based of 14/2025 with current unit rates.	on the monthly sper	nd from the start of the contracts through	n January 2025. Additionally, a pipelir	e project along San Jose Blvd has be	een identified as needing repai	r. This increase funds the cu	urrent contract for additional reactive	01/16/24 - \$1,600,000.00 09/04/2024 - \$480,000.00		
						<b>Consent</b> A	Agenda Action	l				
Committee Members in Attendance	Names			,			,					
Motion by:												
Second By:												
Committee Decision												
					C	Consent and Regu	lar Agenda S	gnatures				
Budget	Name/Title											
Awards Chairman	Name/Title											
Procurement	Name/Title											
Legal	Name/Title						1					

	Award	#1 Supportir	ng Do	ocuments 01/2		January l St., Jacksonville, Fl	· ·	angea Room 1	st Floor			
The Chief Procu	rement Officer offers the	following items for the JEA Awards Conse	nt Agenda. Any	item may be moved from the Consent Agenda to recommended as	the Regular Agenda by a committee r tions for <b>Formal Purchases</b> as defin	nember asking that the item be considered ed by Section 3-101 of the JEA Procur	d separately. All items on th rement Code. Please refer to	e Consent agenda have bee JEA's Procurement Code, if	en approved by OGC, Budget and the Bus you wish to protest any of these items.	iness Unit Vice President and Chief. The posting o	f this agenda serves as an official notice of JEA's	intended decision for all
Award #	Type of Award	Solicitation # & Short Description/Title	VP	Awardee	Funding Source	Business Unit Estimate	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 01/09/2025 Meeting	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Contract Increase	1410804046 Sanitary Sewer Manhole Structural Rehabilitation and Repair	Vu	Vortex Services LLC	Capital	\$630,000.00	\$630,000.00	\$3,000,000.00	\$3,930,000.00			
2	2 Driginally Awarded: 1006/2022 Last Awarded: 11/21/2024 For additional information contract: Ella Bodwell The scope of work for this contract includes construction services for the scaling, repair, and relabilitation, along with any related incidental work, for the sanitary sever manholes located within JEA's service territory, which includes Dural and surrounding counties. JEA WWW Delivery & Collection has had positive results with this supplier and has been able to relabilitate more manholes than were projected for the initial 3-year contract term. The purpose of this request is to increase the contract authorization to issue additional task orders to this supplier. The request is estimated to provide sufficient contract authorization until the end of the initial 3-year contract term. The purpose of this request is to increase the contract authorization to issue additional task orders to this supplier. The request is								-	11/21/24 \$300,000.00	Three (3) Years w/ Two (2) - 1 Yr. Renewah Start Date: 10/01/2022 End Date: 09/30/2025	N/A
	Contract Increase/Renewal Originally Awarded: 5. Last Awarded: 4/06/20 For more information of	23	Vu	DMD Consultants, Inc	O&M	\$397,000.00	\$397,360.62	\$900,000.00	\$2,000,610.62			
3	For more information contact: David King DMD continues to perform well on our fire hydrant more propins. The scope covered with this fund increase/encewal includes the servicing, sandblasting and painting of fire hydrants to maintain the 5 year scheduled maintenance of all JEA fire hydrants for all of FY25 and into FY26, at which point the contract will be bid out. DMD has maintained their pricing to JEA for the last 5 years during the contract term. The pricing on the renewal term, starting 06/11/2025, will increase by 20%. Service or starting to 30.00 \$ 53.85 \$ \$2.90 Service word paint \$ \$10.00 \$ \$10.24 \$ \$12.00 Sandblast Aprim \$ \$72.00 \$ \$12.24 \$ \$12.00 Sandblast Aprim \$ \$72.00 \$ \$2.81.1 \$ \$86.40								03/07/2023: \$90,000.00 04/68/2023: \$467,500.00 04/08/2024: \$145,750.00	Five (5) Years w/ One (1) - 1 Yr. Renewals Start Date: 06/11/2020 End Date: 06/10/2026	Ν	
	This price increase is c	omparable to CPI for the corresponding tim	e period (22%) a	ind deemed reasonable.								
4	Invitation to Bid (IFB)	1411880446 Streetlight Material for JEA Stock FY25	Phillips	Gresco Supply, Inc. Stuart C. Irby Company, LLC Wesco Distribution, Inc. Tri-State Utility Products, Inc.	Inventory	\$14,507,235.39	\$2,004,498.88 \$10,567,951.15 \$859,138.32 \$239,991.20	\$13,671,579.55	\$13,671,579.55	N/A	Start Date: 01/30/2025 End Date: 01/29/2028 Three (3) Years w/ Two (2) - 1 Yr. Renewals	N/A
	Moved to regular agen	la									rate (3) reals w rwo (2) - 1 fr. Renewals	
	Change Order	Northside, ST3 Lube Oil Cooler Inspection and Cleaning	Erixton	Siemens Energy, Inc.	Capital	\$2,022,622.00	\$2,022,622.00	\$422,632.00	\$13,320,900.00			
5	replaced. It was also di Siemens is currently pe cracks and high risk of	ion contact Jason Behr t was awarded as a Single Source to Siemen scovered that the L-0 blades had reached the forming the work associated with the Ameri blade liberation replacement is recommended	e end of life and adment 1 and add ed. In addition, L	on and cleaning of the turbine lube oil cooler for also needed replacement. These findings led to the ditional indications (eracks) were found on the L P bearing and journal damage was discovered da decs, removal of existing blades, cleaning and ND	e Amendment to the scope on 12/05/2 P-A rotor. This included two cracks at ring the inspection and a LP bearing of	025 for \$10,875,606.00. the blade root on the Generator end and il circulation with filtration is recommer	nine through cracks at the ai uded.	r foils on the Governor end o		12/05/24: \$10,875,606.00	Project Completion Surr Date: 11/04/2024 End Date: 03/01/2025	N/A

	Awaard Froposal (RFP)	Hor Fransish Decision Projects	I General (	cuments.01/2	23/2025	\$326,186.50	\$326,186.50	N/A	\$326,186.50		
6	Advertised: 07/24/2024 Opened: 08/27/2024 Six (6) Reponses Received Public Evaluation descring: 11/22/024 For additional information contact: Jason Belr IEA sought proposals for a survey company to perform survey service for transmission/distribution and substation projects. This included aerial LiDAR, digital orthophotography for use in PLS-CAD, terrestrial LiDAR for Substation 3D modeling and SUE investigation. This service is required for capital projects that will be engineered and designed in house by JEA. IEA evaluated six (6) proposals nereview. Proposals were evaluated based on professional staff experience, design approach and workplan, company experience, and use of a JSEB subcontractor. Surveying and Mapping, LLC (SAM) was the highest evaluated respondent based on this criteria. After evaluation previous services received. The award amount is for projects that are currently identified. Funds are expected to be added in the future as more projects are identified and will return to the Awards Committee as needed.									Start Date: 0 End Date: 0 Three (3) Years w/ Two	/02/2028 Smith Surveying Group,
						Consent Ag	genda Action				
Committee Members in Attendance	Names	Ted Phillips, Jody	Brooks,	Hai Vu							
Motion by:	tion by: Jody Brooks										
Second By:	cond By: Hai Vu										
Committee Decision											

	Award	#1 Supporti	na De	cuments 01/2	3/2025	Regular Agend	a			1	1	
Award #	Type of Award	Solicitation # & Short Description/Title	VP	Awardee	Award Amount	Business Unit Estimate	Original Award Amount	New Not-to-Exceed	Amendments	Term	JSEB Participation (Y/N) If Y, then list company name(s) (%, \$ - awarded)	Action
	Request for Proposals (RFP)	1411831248 Property and Casualty Insurance Brokerage Services	Orfano	Arthur J. Gallagher Risk Management Services, Inc.	Premiums - \$31,102,983.00 Broker Fees - \$797,523.00	Premiums - \$31,102,983.00 Broker Fees - \$797,523.00	N/A	Premiums - \$31,102,983.00 Broker Fees - \$797,523.00				
1	Ann Risk Services C. Willis Towers Watts For additional informs On 08/28/2024, an RF maked respondent. The broker services except term of the contract. A fees for the initial term The solicitation includue (cyber Liability, Crime negotiated and paid on industry data projection Lex intends to award te exceed amount of \$797 DISCUSSION/ACTH DISCUSSION/ACTH	15/2024 d: iciak Management Services – \$510,000.00 mral – \$525,000.00 n Southeast – \$735,000.00 in Southeast – \$735,000.00 in contact: Elians Folders P was issued to select a company to provide firms were evaluated on the compensation of the cycler brocking fees for Cycler Insurance of the contra tera \$797,523.00 d but was not limited to the procurement of Insurance and Excess Crime Insurance, Bu Hz's bachall'p ADG with the exception o as and the historical spend, which are revie wo separate contracts, one for brokerage as \$2,53.00 and a contract for the above-menti N: Ted Phillips, Mary Joe Whiten, Josep NP ARTICI/ANTS: Why was Gallaghe	amount, their fina otiated annually, e are estimated to finsurance (props siness Travel Poli f out-of-state worf wed annually. Wh rvices and anothe oned Insurance Pi h Orfano c chosen for the b	sualty Insurance Brokerage Services for JEA. Th ancial responsibility, and the experience of the co with a cap of 10% of the cost of cyber Insurance be SE2,800.00 for year one, 955-300.00 for year cy and Pollution. Liability Policy. The Broker ab Kers compensation which is paid directly to the in a 15% annual increase has been budgeted, the er for the payment of the insurance premiums. Thi remiums in the not-to-exceed amount of \$31,102, rokerage fees and to provide a brief overview of eryday incident. Gallagher is defeidented to keep.	mpany and service team. A copy of the coverage. The shandhr blockcarge fees t two and \$109,503.00 for year three fe ability, Directors and Officers Liablify all also provide property loss preventios assumce carrier. The total coal of the the brocker negositates premiums for JEA to s request is to award Arthur J. Gallaghe 933.00	realth have been attached as backup: for the contract term are \$17,00,000 ar a total of \$287,523.00. The total esti y, Property, Excess Liability, Fiduciary engineering and claims settlement (pr minimize these increases. r Risk Management Services, Inc. (Ab	The broker contract will line's manually, totaling \$\$10,000. mated not-to-exceed amount , ERISA Bond, Out-of-State operty and casually). The inst 22,983.00. The estimate is ba 3) with a contract for broker e insurance market for all typ	de an annual flat fee for all 0 for the nitid three-year for all brokerage service Workers Compensation, arance premiums are seed on insurance market services in the not-to- nes of coverage needed.	N/A	Three (3) Years w/ Two (2) – 1 Yr. Renewals Start Date: 03/01/2025 End Date: 02/29/2028	N	Motion by: Jody Brooks 
		14 II work of the man made and made the set ium increases have been largely in line wit 1411808846 Pearl Street Offsite Remedial Action and Parking Lot		Entact, LLC	\$6,305,095.55	\$630,000.00	N/A	\$6,305,095.55				
2	For additional informa The scope of this proje Addendum at Pearl Str into Hogans Creek. Co Four potential bidders originally estimated du	95.55 LLC - 56.658,710.00 ion contact: David King ct is to excavate and dispose of contaminate set Service addition. The contractor will be matcord shall have a GC license and be 40- attended the mandatory pre-bid meeting. O	e responsible for t hr OSHA HAZW nly two met the n	d Florida Department of Environmental Protecti he installation of a subsurface stormwater walt for OPER certified and adhere to all requirements hi inimum qualifications. Five (5) addenda were iss ne stimated labor costs, and the addition of a 20%	or water quality and storage capacity, in sted in the technical specification. aued answering over 100 questions, mai	istallation of stormwater routing system	to connect upstream culvert	to downstream discharge roximately 80% higher than	N/A	Project Completion Start Date: 01/27/2025 End Date: 08/08/2025	Y Alpha Envirotech Consultanting, Inc \$13,600,00 Bullard Ferenc, Inc 548,448,23 CSI Geo, Inc 537,312,86 Garmon Trucking, Inc 5125,037,90 Landscape Construction, LLC - 5134,195,59 Smith Surveying Group - \$144,955,27	Motion by: Hai Vu Second by: Jody Brooks Committee Decisi Approved
	DISCUSSION/ACTIOn property. The project v	DN: Ted Phillips, Jaclyn Vu, Jody Brooks DN PARTICIPANTS: Explain why the b ras expanded to include the expansion of th changes during the design and the bidding	e parking lot and	as for \$630,000 and the awarded amount was for enhancement of the storm water treatment feature	\$6.3 million. After working with the a es out there because this is a clean-up th	gency to develop an approved remedy, ere's storm water features are more rob	the facility has a need for the ust than a typical storm water	additional use of that r design. It was due to both a	a a			
3	For additional informa The Large Diameter Pi avoid an unplanned fai	ure. These segments cannot be abandoned	intil the sewage fl	Anheuser-Busch, LLC 1-089461, SMAIN-089467, and SMAIN-089452 ows from the Anheuser-Busch (A-B) plant are m	\$450,000.00 , and the 20" force main segment SMA oved to another point of connection that	\$397,000.00 IN-089455 have reached the end of the t was installed for this purpose at the 1	\$450,000.00 ir useful lives and recommen 5° force main SMAIN-62993	\$450,000.00 led they be abandoned to 4. The cost to reimburse A-	NA	Project Completion Start Date: 01/16/2025	NA	Motion by: Jody Brooks Second by: Hai Vu
	A-B has followed JEA connection. At this tim and is based on the A-I DISCUSSION/ACTION DISCUSSION/ACTION	<ul> <li>PEA anticipates that the final cost of the r g engineer's estimate of the work.</li> <li>N: Ted Phillips, Daniel Kruck</li> <li>N PARTICIPANTS: How do we make set</li> </ul>	awarding to Mac. cimbursement inc	the abandon assets. Aljon, Inc. as the highest evaluated bidder. The C lualing the CEI expenses and the contractor's cost extring a good value for our dollar when we are no eed multiple bids they must choose the lowest bitt	s to A-B will be less than the \$450,000 t the ones that are doing the bidding? V	0.00 agreement limit. The \$450,000.00 Ve write into the agreement that they have been as the second	is presented in Appendix B (I	Page 25) of the agreement		Start Date: 01/16/2025 End Date: 03/31/2025		Committee Decis Approved
	Invitation to Bid (IFB)	1411880446 Streetlight Material for JEA Stock FY25	Phillips	Gresco Supply, Inc. Stuart C. Irby Company, LLC Wesco Distribution, Inc. Tri-State Utility Products, Inc.	\$2,004,498.88 \$10,567,951.15 \$859,138.32 \$239,991.20	\$14,507,235.39	\$13,671,579.55	\$13,671,579.55				
4	Stuart C. Irby C Tri-State Utility Wesco Distribut For additional informa	l Inc \$14,019,096.24 oropany, LLC - \$13,781,097.68 Products, Inc \$6,558,531.20 ion, Inc \$15,041,743.85 ion, Inc \$15,041,743.85 ion contact: Lynn Rix Itation for Bid (IFB) for Streetlight Materi % Awarded Items Awarded An 25 \$ 2,004, LLC 31 \$ 10,567 . 16 \$ \$89,0	ount 98.88 951.15 38.32	FY25 is to select a vendor to provide streetlight	materials at the best price for JEA. Sev	enty-five (75) items were bid and this	ward request is based on eac	h being awarded to the	NA	Start Date: 01/30/2025 End Date: 01/29/2028 Three (3) Years w/ Two (2) - 1 Yr. Renewals	NA	Motion by: Hai Vu Second by: Jody Brooks Committee Decis Approved

	DISCUSSION/ACTION: Ted Phillips, Jody Brooks, Lynn Ric Kenny Pearson Any New York ATT Support State and a provide the Bocculture of the 14/23/20/25 exponses they were not required to bid on each item, since it was a wide array of items. Procurement went thru any New York State and the state of the state		
	Consent and Regular Agenda Signatures		
Budget	Name/Title Stephant M Wally		
Awards Chairman	Name/Title Theodore B Phillips CFO		
Procurement	Sin Plannet, on behalf of Jenny McCollum		
Legal	Name/Title Rébecca Lavie		

#### DEVELOPER AND UTILITY SERVICE AGREEMENT

#### [JEA UTILITY SERVICE - EAST NASSAU]

THIS DEVELOPER AND UTILITY SERVICE AGREEMENT ( "<u>Agreement</u>") is made and entered into on <u>June 27</u>", 2023 (the "<u>Effective Date</u>"), by and between the **WILDLIGHT LLC**, a Delaware limited liability company, whose address is 1 Rayonier Way, Wildlight, Florida 32097 (the "<u>Developer</u>"), and JEA, a body politic and corporate, whose address is 21 W. Church Street, Jacksonville, Florida 32202 (collectively, the "<u>Parties</u>" and each, a "<u>Party</u>").

#### **RECITALS**:

1. Developer is the developer of the real property located in Nassau County, Florida and shown on the attached **Exhibit "A"** (the "<u>Property</u>").

2. All or a majority of the Property is owned by Developer and Raydient LLC dba Raydient Places + Properties LLC, a Delaware limited liability company.

3. The Property will require water, sewer, and reclaimed water capacity as described and defined in this Agreement.

4. Developer and JEA desire to extend JEA's water, wastewater, and pressurized reclaimed water system to serve the Property (including, without limitation, the improvements conceptually shown on Exhibits "B", "C" and "D") and to provide capacity in JEA's water and wastewater treatment plants and in JEA's reclaimed water facilities so that JEA can provide service to the Property.

5. Water, sewer, and reclaimed water capacity for the Property is outlined in the capacity and phasing schedule attached as **Exhibit "E"** (the "<u>Capacity and Phasing Schedule</u>") and shall be provided in the manner described below subject to the terms and conditions provided in this Agreement.

6. JEA is willing to expand JEA's utility system and to provide such service so that an adequate water and reclaimed water supply and wastewater disposal system may be provided to the Property and 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 and sufficiency of which is hereby acknowledged, the Parties hereby covenant and agree as follows:

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

2. <u>Definitions</u>. 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 "Capacity and Phasing Schedule" shall mean the time schedule for construction of water, sewer, and reclaimed water capacity for the Property as shown on **Exhibit** "E."

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

2.4 "Developer" means Wildlight LLC, a Delaware limited liability company and its successors and assigns.

2.5 "District" means the East Nassau Stewardship District.

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

2.7 "Developer's Onsite Improvements" means the portion of the water, sewer, and reclaimed water facilities to be constructed by Developer, and/or its successors or assigns, at their expense, on the Property, consisting of all water, sewer, and reclaimed water facilities located on the Property that are not part of JEA's Onsite Improvements, as defined below.

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

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

2.10 "FDOT means the Florida Department of Transportation.

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

2.12 "JEA's Offsite Improvements" means the water, sewer, and reclaimed water facilities not located on or within the Property.

2.13 "JEA's Onsite Improvements" means the water, sewer and reclaimed water improvements conceptually shown on the attached **Exhibits "B"**, "C" and "D". The exact location of JEA's Onsite Improvements shall be determined as development of the Property progresses.

2.14 "JEA's 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 JEA's Onsite and Offsite Improvements and Developer's Onsite Improvements after acceptance by JEA.

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

2.16 "Manuals" means 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.

2.17 "Plans and Specifications" means those documents and drawings prepared by Developer's Engineer and approved by JEA for the design and construction of certain water, sewer, and reclaimed water facilities.

2.18 "Point of Delivery" means the point where 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.

2.19 "Property" is defined in the Recitals above.

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

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

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

2.23 "Transmission mains" means Water mains and Reuse mains; all pipes 16" in diameter and greater; Sewer Gravity trunk mains 16" in diameter and greater; Sewer force mains; and all pipes 12" and greater.

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

2.25 "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.

2.26 "Water and Sewer Capacity Charges" and "Reclaimed Water Capacity Charges" means the charges made by JEA for each new Customer Installation to JEA's System, which are designed to defray the cost of JEA's water and sewer facilities and reclaimed facilities which are consistent with JEA's Uniform System of Rates and Charges.

2.27 "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 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 Property and/or reclaimed water treatment, production, transmission and distribution force mains, meters and other appurtenant facilities for the provision of piped reclaimed water onto the Property.

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

3.1 <u>Cost Participation</u>. With respect to the water mains, reuse mains, and wastewater force mains along the principal and minor arterial and major collector roads as depicted in Exhibits B, C, and D, JEA shall pay the full construction costs in accordance with the terms and conditions of this Agreement. JEA shall have no obligation to pay any costs associated with the construction of any mains smaller than Transmission Mains within the Development.

3.2 Developer, or its designee shall design, in accordance with JEA standards, produce and submit to JEA for its review and written approval prior to construction, graphic plans and specifications for the construction of Developer's Onsite Improvements and JEA's 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 Capacity and Phasing Schedule. Developer may modify the Capacity and Phasing Schedule only with the prior written consent of JEA, which consent shall not be unreasonably withheld

3.3 JEA shall review, and provide written approval or requests for modification, of any Plans and Specifications submitted pursuant to Subsection 3.2 above within 15 days after JEA receives the Plans and Specifications. Developer's Engineer shall make corrections or modifications to any portion of the Plans and Specifications which are in conflict with the manual and shall resubmit the corrected or modified Plans and Specifications to JEA for further review within 30 days.

3.4 Developer, or its designee is responsible for procurement of all applicable permits required for construction of Developer's Onsite Improvements and JEA's Onsite Improvements and will submit to JEA one copy of each permit issued for the project, e.g.: FDEP, SJRWMD, applicable FDOT, Nassau County right-of-way permits, railroad crossing approvals, etc.

3.5 After JEA's approval of the Plans and Specifications for any Development Unit or portion of Developer's Onsite Improvements, Developer shall, at its expense, construct and install that Development Unit or portion of Developer's Onsite Improvements as depicted in JEA-approved Plans and Specifications and in accordance with the Manuals. Developer shall comply with applicable governmental requirements. Prior to commencement of construction, Developer shall submit the construction bids or proposals to JEA. JEA shall have 30 days within which to accept or reject the bids or proposals. Once the bids or proposals have been approved, JEA shall be responsible for the cost of construction of JEA's Onsite Improvements. If all bids or proposals are unacceptable to JEA, JEA shall have the right to reject all such bids or proposals and construct the work itself. Unless JEA notifies Developer at the time of bid review with regard to any segment of JEA's Onsite Improvements that JEA desires to construct or contract independently in its own name for such portion of JEA's Onsite Improvements, then Developer shall contract for construction of JEA's Onsite Improvements in Developer's name at JEA's expense in accordance with the payment procedures set forth in Subsection 3.6 below. Developer shall cause its contractor to provide a payment and performance bond, for the benefit of JEA prior to commencement of construction. If the duty to construct any JEA Onsite Improvements is assigned to the District pursuant to Section 14.1 below, the District 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 any bonds required pursuant to Section 255.20, Florida Statutes, for the benefit of JEA and the District prior to commencement of construction of such improvements.

3.6 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.

3.6.1 JEA's maximum indebtedness for reimbursement of all fees, costs, expenses, and all other amounts payable under this Agreement shall be a fixed

monetary amount not-to-exceed One Hundred Sixty Million Dollars 00/100 (\$160,000,000). All amounts payable under this Agreement are contingent upon the existence of lawfully appropriated funds therefor. JEA shall seek such appropriations.

3.6.2 Final Payment - Upon satisfactory completion of the Work in accordance with the project close-out and acceptance process as stated 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.

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

3.7 During construction of Developer's Onsite Improvements and JEA's Onsite Improvements, JEA's contract administration representative 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 Developer's Engineer to certify that such construction by Developer complies with approved Plans and Specifications and applicable regulatory requirements.

Prior to acceptance of any portion of Developer's Onsite Improvements 3.8 and JEA's Onsite Improvements for ownership, operation and maintenance by JEA, Developer shall, with respect to such improvements constructed or otherwise provided by Developer: (a) cause the conveyance, grant or dedication to JEA 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 or do not otherwise unreasonably interfere with the easement rights granted to JEA, such easement or rights-of-way as are reasonably necessary for JEA to own, construct, operate, maintain, repair and replace Developer's Onsite Improvements and JEA's Onsite Improvements accepted by JEA; and (b) cause the transfer and conveyance, to the extent that the same are transferable, all permits, certificates, licenses, warranties and other approvals related to Developer's Onsite Improvements and JEA's 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 21 days after receipt, all documents submitted by Developer pursuant to this Subsection. JEA shall accept such documents which comply with the requirements of this Agreement.

3.9 Upon acceptance by JEA of any of Developer's Onsite Improvements or JEA's Onsite Improvements, the accepted improvements shall become a part of JEA's System and Developer shall surrender any Developer control of such improvements, and execute and deliver, or cause the execution and delivery, to JEA of 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 Developer shall fail or refuse to do so, then JEA shall be entitled to specifically enforce the provisions of this Subsection against Developer. JEA's right to specific performance shall not limit JEA's right to any other remedy allowed by this Agreement or appliable law.

3.10 Developer shall be responsible for submitting all required documentation in form customary as established by JEA for acceptance of facilities constructed by Developer. Upon receiving this documentation, JEA will issue a utility acceptance letter and take on ownership, operation and maintenance authority of the installed Developer's Onsite Improvements and JEA's Onsite Improvements which shall then become a part of JEA's System. 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. <u>Operation and Maintenance of Developer's Onsite Improvements</u>. Upon acceptance and assumption of the responsibility for the operation and maintenance of Developer's Onsite Improvements, all customers connecting to those improvements shall be deemed customers of JEA's 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 or cause the grant to JEA, its successors and assigns, of 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 any portion of the Property owned by Developer where the JEA System is located. Prior to JEA providing service to the Property, Developer shall execute or cause to be executed such 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, reclaimed water, sewer, and wastewater utility service to the Property. Nothing contained in this Agreement shall prevent Developer (or the applicable owner of easement parcel) 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 Property to which it does not have access. All easements granted to JEA pursuant to this Agreement shall be non-exclusive and shall reserve to Developer or the applicable grantor all uses of the surface and subsurface areas that do not unreasonably interfere with JEA's installations.

6. <u>Plant Site</u>. To the extent necessary to provide service for the Property, JEA shall acquire title to that certain plant parcel as generally depicted on **Exhibit "B"** attached hereto (the "<u>Plant Site</u>"). JEA acknowledges that the location of the Plant Site is conceptual and that the location and configuration of the Plant Site may change from time to time. Such conveyance shall be made by special warranty deed, free and clear of all liens, claims, or encumbrances that would materially interfere with JEA's use of the Plant Site, and shall restrict use of the Plant Site to providing utility services for the Property. JEA acknowledges that the Plant Site may be

conveyed by a Developer as grantor. JEA shall pay to the applicable owner of the Plant Site at the closing of such conveyance the fair market value of the Plant Site as determined by an appraisal prepared by an MAI appraiser selected by JEA and mutually acceptable to JEA and the seller of the Plant Site. The cost of the appraisal, survey, title insurance, applicable taxes, recording costs, and any other closing costs related to the conveyance of the Plant Site shall be the obligation of JEA and the applicable owner of the Plant Site, to be paid one-half by JEA and one-half by the applicable owner of the Plant Site.

Rates, Fees, and Charges. All water, reclaimed water, and sewer service shall be 7. provided to the Property at applicable rates, fees and charges in accordance with JEA's Water and Sewer Rate Document, latest edition (or similar successor document), as amended from time to time. Notwithstanding any provision in this Agreement, JEA may establish, amend, revise and enforce, from time to time in the future, its rates, fees and charges provided that such rates, fees and charges (including, but not limited to, all Water and Sewer Capacity Charges and Reclaimed Water Capacity Charges), and deposits are uniformly applied to customers in its service area and are non-discriminatory as applied to the same classification of service. JEA may establish, amend, or revise, from time to time in the future, and enforce rules and regulations covering Water and Sewer Capacity and Reclaimed Water Capacity to the 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 the user or customer of the Property on a nondiscriminatory basis with other users or customers in its service area.

8. <u>Capacity and Phasing Schedule</u>. The original Capacity and Phasing schedule shown on <u>Exhibit "D"</u> is intended for planning purposes. The schedule shall be updated annually with the actual number of connections and an updated forecast for future growth. The schedule will be utilized by JEA for water, sewer and Reclaimed Capacity Planning and compliance with Section 9 of this agreement.

#### 9. <u>Allocation and Provision of Water and Sewer Capacity and Reclaimed Water</u> <u>Capacity</u>.

9.1 Subject to Developer's compliance with the terms and conditions of this Agreement, JEA will provide Water and Sewer Capacity and Reclaimed Water Capacity necessary to serve the Property as requested by Developer pursuant to the Service Notice to JEA, in the amount necessary to serve the Property as set forth in the Capacity and Phasing Schedule.

9.2 After the completed conveyance of Developer's Onsite Improvements and JEA's Onsite Improvements to JEA, after payment of applicable rates, fees and charges, after the physical connection of a given Customer Installation to JEA's System, and after payment of all Water and Sewer Capacity Charges and Reclaimed Water Capacity Charges for the Customer Installation, JEA shall provide water, reclaimed water, and sewer service to said Customer Installation in accordance with the terms and conditions of this Agreement and in accordance with the Capacity and Phasing Schedule.

9.3 JEA shall, at its expense, design, permit and construct (including acquisition of any necessary land and easements) the JEA Offsite Improvements so as to supply

for all Water and Sewer Capacity and Reclaimed Water Capacity to the Property consistent with the requirements of this Agreement.

9.4 Notwithstanding anything to the contrary contained in this Agreement, the Parties recognize that the Parties 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 Property. Each Party will diligently and earnestly make the necessary and proper application to all such authorities and will use its good faith reasonable efforts to obtain such approvals for that parties' own improvements. 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.

10. <u>Incorporation of Laws, Rules, and Policies</u>. This Agreement shall be read in conjunction with and shall be subject to all existing and future federal, state and local laws, rules and policies applicable to water and sewer utilities in any manner or form, and all existing and future JEA rules, policies, and service provisions, applied in a non-discriminatory basis.

11. <u>Covenant not to Engage in Utility Business</u>. Developer, as a further consideration for this Agreement, agrees that so long as this Agreement remains in effect and JEA provides the water, reclaimed water, and sewer capacity for the Property in accordance with the terms of this Agreement, Developer shall not engage in the business of providing water, reclaimed water, or sewer capacity to the 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 JEA shall have the sole and exclusive right and privilege to provide Water and Sewer Capacity and Reclaimed Water Capacity to the Property and to the occupants of each residence, building or unit constructed on the Property so long as this Agreement remains in full force and effect and JEA is not in default under this Agreement.

#### 12. Limitations on Liability.

12.1 Each Party shall be an independent contractor, and neither shall be an agent of the other.

12.2 Neither Party shall be liable or responsible to the other Party as a result of injury to property or person or failure to comply with the terms of this Agreement proximately caused by force majeure. The term "force majeure" as employed in this Agreement shall be acts of God, strikes, lock-outs, or other industrial disturbances, acts of public enemy, wars, blockades, riots, acts of armed forces, epidemics, pandemics, 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 that lack of funds or inadequate funding shall not be "force majeure".

12.3 This Agreement is solely for the benefit of and shall be binding on the Parties and their respective authorized successors and assigns and no right or cause of action shall accrue by reason of this Agreement to or for the benefit of any third party not a party to this Agreement or any unauthorized successor or assignee. Notwithstanding the foregoing, the Developer and their successors and assigns, are entitled to Water and Sewer Capacity and Reclaimed Water Capacity under this Agreement under the same terms and conditions of this Agreement. Notwithstanding anything in this Agreement to the contrary, upon prior notice to JEA, the Developer may assign its rights under this Agreement, including, without limitation, to purchasers, tenants, or prospective purchasers or prospective tenants, of portions of the Property.

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

13. <u>Default and Remedies</u>. 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 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 30 days from the date of its receipt of such notice within which to cure any such defaults.

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

To JEA:

JEA Attn: Director of New Development Project Coordination 225 North Pearl Street Jacksonville, Florida 32202

With Copy To:

Office of General Counsel Attn: Chief Legal Officer, JEA City of Jacksonville 117 West Duval Street, Suite 480 Jacksonville, Florida 32202

To Developer:

Wildlight LLC Attn: Wes Hinton 1 Rayonier Way Wildlight, Florida 32097 Email: wes.hinton@rayonier.com

No. 1

#### WITH COPY TO:

John Campbell, Esq. Rayonier Inc. Law Department 1 Rayonier Way Wildlight, Florida 32097 Email: john.campbell@rayonier.com

#### WITH COPY TO:

Spencer Cummings, Esq. Gunster Yoakley & Stewart, P.A. 1 Independent Drive, Suite 2300 Jacksonville, Florida 32202 Email: scummings@gunster.com

#### 14. Assignments.

14.1 The rights and interests of Developer under this Agreement may be assigned, in whole or in part, to any person or entity who owns or acquires the Property or any portion of the Property, provided (i) JEA is notified in writing of such assignment, and (ii) such assignee assumes all of Developer's liabilities and responsibilities under this Agreement as to the portion of the 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 Property as may be required under Sections 3.8 and 5 above to serve the portion of the Property conveyed to such assignee. Notwithstanding and in addition to the foregoing, the Developer may assign rights and obligations under this Agreement to the District. Upon any such permitted assignment under this Section 14.1, 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.

14.2 JEA shall have the right to assign or transfer this Agreement or the rights and responsibilities contained in this Agreement to Nassau County or 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 in the County.

15. <u>Binding Agreement on Successors</u>. This Agreement shall be binding upon and shall inure to the benefit of Developer, JEA, their respective successors and assigns, including, without limitation, any entity that assumes the right and responsibility to provide water and sewer service to the Property. For purposes of clarity, this Agreement does not run with title to any land and nothing in this Agreement shall constitute a lien or encumbrance or otherwise affect title to any land.

16. <u>Recordation</u>. The parties agree that an executed copy of this Agreement and exhibits shall be recorded in the public records of Nassau County, Florida.

17. <u>Applicable Law and Venue</u>. 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 Jacksonville, Duval County, Florida.

18. <u>Time of the Essence</u>. Time is of the essence of this Agreement.

19. Representations and Warranties. Developer makes the following representations: (1) Developer is a limited liability company duly organized, validly existing, and in good standing in the State of Delaware, is authorized to do business in the State and has the power and authority to enter into and fully perform this Agreement; (2) all necessary action on the part of Developer to authorize execution and delivery of this Agreement and the performance of its obligations under this Agreement have been duly taken and, assuming due authorization, execution and delivery by JEA, this Agreement shall be valid and enforceable against Developer in accordance with its terms; and (3) to the best of Developer's knowledge and belief after due inquiry, the terms and conditions of this Agreement do not violate the provisions of any applicable law or any applicable order or regulation of any government authority having jurisdiction over Developer and compliance with this Agreement will not violate the terms and conditions of any agreement or instrument to which Developer is a party. JEA makes the following representations: (1) JEA is a duly organized and validly existing body corporate and politic of the State of Florida and JEA has full power and authority to enter into the transactions contemplated by this Agreement; (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; (3) 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; and (4) 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.

20. County Interlocal Agreement. JEA and Nassau County are parties to that certain Nassau County/JEA Water and Wastewater Interlocal Agreement dated December 17, 2001, as amended and as may be amended (collectively, the "Interlocal Agreement"). If the County and JEA enter into any negotiations or discussions for JEA to sell its utility facilities in Nassau County to the County pursuant to the Interlocal Agreement, then in connection with such transaction JEA shall use good faith efforts to cause the County to assume JEA's rights and obligations under this Agreement accruing from and after any such acquisition by the County. If the County does not agree to assume such obligations and the County thereafter acquires all of JEA's utility facilities in Nassau County and assumes JEA's service obligations as to the Property pursuant to the Interlocal Agreement, then either Party shall have the right to terminate this Agreement by written notice to the other, whereupon neither Party shall have any further rights or obligations under this Agreement from and after such termination (other than payment by JEA of any amounts which may be or become due to Developer or its assignees under this Agreement as to any utility improvements constructed or under construction by the Developer or its assignees as of the date of termination, which shall specifically survive termination of this

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Agreement). For purposes of clarity, no termination of this Agreement shall relieve Nassau County from any utility service obligations to the Property that may exist under any other agreements or under applicable law.

[Signatures commence on following page]

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IN WITNESS WHEREOF, 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.

JEA:

JEA

By: Jay C. Stowe Name: Title: Managing Director & CEO

STATE OF FLORIDA COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of  $\Box$  physical presence or  $\Box$  online notarization this  $O^{AA}$  day of  $\underline{JU}M$ , 2023 by  $\underline{JA}C$  Stowe as  $\underline{ManAging}$  Director  $\underline{CE}$  of JEA, who  $\underline{L}$  is personally known to me or  $\underline{L}$  has produced  $\underline{D}$  as identification.

(NOTARIAL SEAL)

Notary Public State of Florida Rosemary Suzanne Crowder My Commission HH 329255 Expires 11/3/2026

IPR Notary Public Commission No. My. Commission Expires

[Signatures continue on the next page]

#### **DEVELOPER:**

WILDLIGHT LLC, a Delaware limited liability company

\_ Ø By: Name: JOHN CAMPBELL Title: Vice Presiden

STATE OF FLORIDA COUNTY OF NASSAU

The foregoing instrument or $\Box$ online notarization this $\delta$ as <u>vice Prescuent</u> behalf of the company, who	of Wildlight LLC, & Delaware limited liability company, on is personally known to me or has produced
CRYSTAL COOK	as identification.
CRYSTAL COOK	A Standard Crystal L. Cook
Commission Stores of Florida	Notary Public
Commission Expires	Commission No. Huge(5
June 11, 2024	My. Commission Expires

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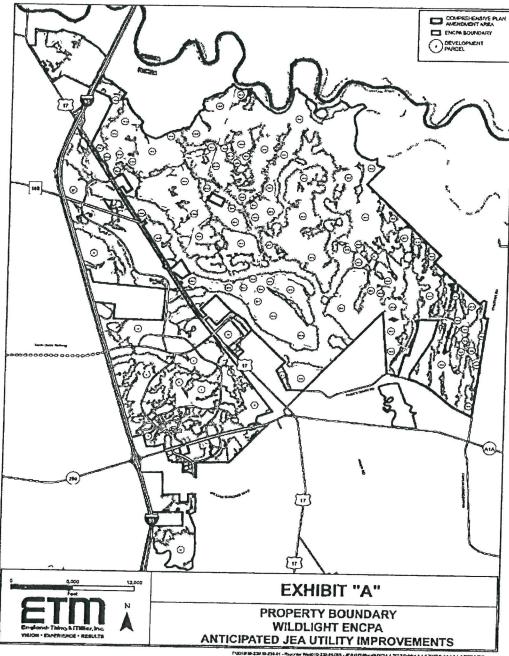
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#### **EXHIBIT A**

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### Map of the Property

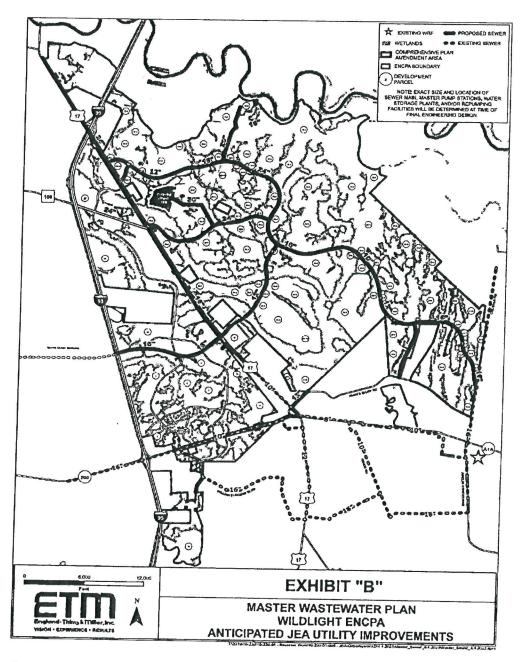
The Property is the Comprehensive Plan Amendment Area and ENCPA Boundary as shown below.



The map above is conceptual, and actual development may vary from the above.

#### EXHIBIT B

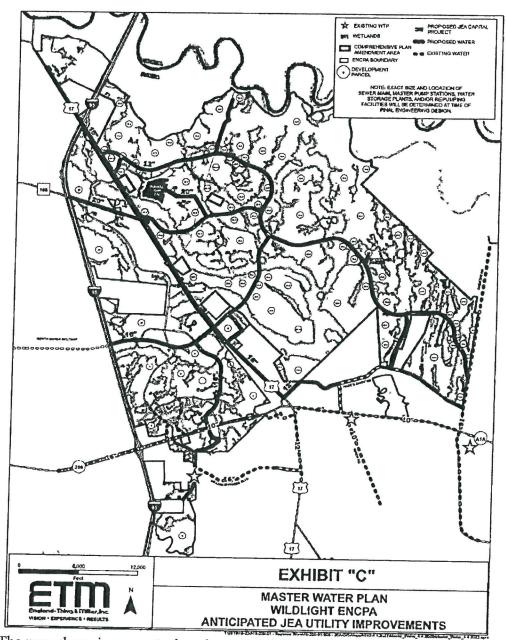
#### Master Wastewater Plan



The map above is conceptual, and actual development may vary from the above.

#### EXHIBIT C

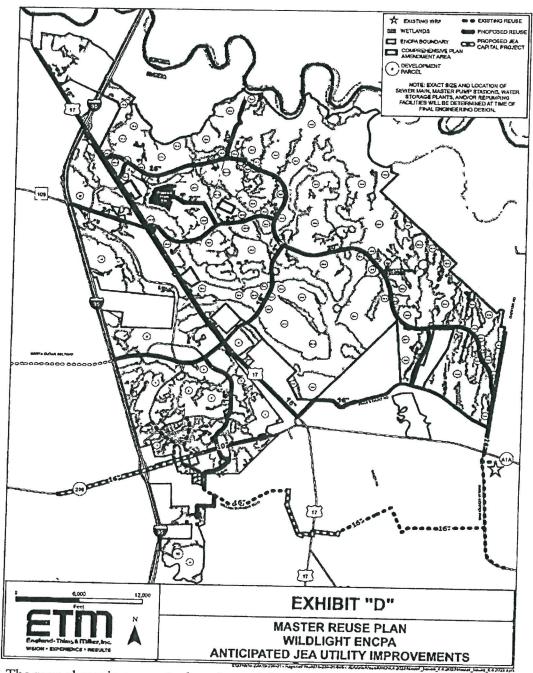
Master Water Plan



The map above is conceptual, and actual development may vary from the above.

#### EXHIBIT D

#### **Master Reuse Plan**



The map above is conceptual, and actual development may vary from the above.

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#### **EXHIBIT E**

### Capacity and Phasing Schedule

#### NASSAU COUNTY ENCPA SUMMARY OF WATER, WASTEWATER AND REUSE DEMANDS

PHASE	1	NATER	WAS	TEWATER		REUSE*		
	ADF* (MGD	CUMULATIVE ADF* (MGD)	ADF* (MGD	CUMULATIVE ADF* (MGD)	ADF* (MGD	CUMULATIVE ADF* (MGD)		
PHASE 1 (2015-2025)	1.33	1.33	1.13	1.13	1.78	1.78		
PHASE 2 (2026-2030)	1.33	2.66	1.13	2.26	1.78	3.57		
PHASE 3 (2031-2035)	1.33	3.99	1.13	3.39	1.78	5.35		
PHASE 4 (2026-2040)	1.33	5.32	1.13	4.52	1.78	7.196		
PHASE 5 (2041-2045)	1.33	6.65	1.13	5.65		8.92		

ADF - Average Daily Flow based on ENCPA Projections

Water - 232 GPD/ERC; 0.10 GPD/SF Non-Residential

Sewer - 197.2 GPD/ERC; 0.08 GPD/SF Non-Residential

Reuse - 350 GPD/ERC; 3900 GPD/AC Non-Residential (10% irrigated)



#### Chester Road Widening JEA Reimbursable Utilities - Bid Summary and Scoring

Schedule-

	Chester Road Widening - JEA Reimbursable Utilities								
Pro	posed Schedule	Start	Sub. Comp.	Final	Sub Total	Total			
ract	AJ Johns	-	-	-	-	-			
Contract	Vallencourt	06/10/24	09/10/24	10/28/24	92	140			

Scoring-

Contractor		AJJ	Vallencourt
Total Base Bid		\$ 2,132,303.06	\$ 1,977,377.77
Schedule - Calendar Days - Substantial Completion		0	92
Personnel	10	8	9
Proposer's Experience	20	17	19
Understanding of Scope of Work	10	8	9
Financial Capability	10	9.0	9.0
Price - (lowest, others %)	15	13.8	15.0
Price - (Resonableness of unit prices)	10	9	9
Schedule (Fewest Number of Days)	15	0.0	15.0
Schedule (Accelerate Schedule Cost)	10	0	9
Total score	100.0	64.8	94.0
Input - Lowest base bid		\$ 1,977,377.77	\$ 1,977,377.77

Input - Lowest base schedule days

Results-

H

r		Score	Rank
ntracto	AJ Johns	64.8	2
Cor	Vallencourt	94.0	1

92

#### CHESTER ROAD WIDENING – JEA REIMBURSABLE UTILITIES FOR WILDLIGHT, LLC ACKNOWLEDGEMENT OF RECEIPT OF DOCUMENTS AND PROPOSAL SIGNATURE FORM

This Proposal for construction services has be by Vallencourt Construction Company, Inc. Green Cove Springs, FL 32043	en submitted on this <u>31</u> day of <u>May</u> [company] whose business address is <u></u>	449 Cente	_, 2024 er Street
telephone number is (904)291-9330 address is	_, fax number is	, and	e-mail

The undersigned acknowledges, by the below execution of this Proposal, that all information provided herein has been provided in full and that such information is truthful and accurate. Proposer agrees through submission of this Proposal to honor all pricing information one hundred and twenty (120) days from the date of the Proposal opening, and if awarded the contract on the basis of this Proposal, to enter into and execute the services contract in substantially the form included in the Project Manual.

Proposer understands that inclusion of false, deceptive or fraudulent statements on this Proposal constitutes fraud; and, that the Owner considers such action on the part of the Proposer to constitute good cause for denial, suspension or revocation of a Proposal for work for the Owner.

Furthermore, the undersigned acknowledges receipt of the following documents, the provisions of which have been included in this Request for Proposal.

1.	Request for Proposal (1 page)	MV	(Initial)
2.	Instructions to Proposer (12 pages)	MV	(Initial)
3.	Acknowledgement of Receipt of Documents (2 pages)	MV	(Initial)
4.	Addenda Acknowledgement (1 page)	MV	(Initial)
5.	Proposal Bid Form w/ Attachments (10 pages)	MV	(Initial)
6.	Standard Form of Agreement Between Owner and Contractor and Exhibits, Amendments to Standard Form ( pages)	MV	(Initial)
7.	Standard General Conditions of Construction Contract ( pages)	MV	(Initial)
8.	List of Drawings and Permits (full list attached)	MV	(Initial)
9.	Technical Specifications (by signing, Proposer acknowledges that he/she will conform all work to the latest standards and specifications	MV	(Initial)

of FDOT, Nassau County, JEA, FDEP and other utility providers as

applicable)

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the Owner, or their authorized agents, deemed necessary to verify the statements made in this Proposal or attachments hereto, or regarding the ability, standing and general reputation of the Proposer.

Vallencourt Construction Company, Inc.	By: Martin
Name of Organization	
This day of, 2024	By: Michael Vallencourt II - Vice President Name and Title of Person Signing
	(Apply Corporate Seal if filing as a Corporation)
	State of Incorporation:
State of <u>Florida</u> ) County of <u>Clay</u> )	SS
	owledged before me this <u>31</u> day of <u>May</u> , 2024, the <u>Vallencourt Construction Company, Inc.</u> , who is d as identification and who <u>May as identification and who</u> <u>Signature of Notary taking acknowledgement</u>

#### Award #2 Supporting Documents 01/23/2025

#### CHESTER ROAD WIDENING – JEA REIMBURSABLE UTILITIES FOR WILDLIGHT, LLC

#### ADDENDA ACKNOWLEDGEMENT FORM

Proposer acknowledges receipt of the following addenda:

Addendum No	dated
Addendum No	dated

Proposer:	Vallencourt Construction Company, Inc.	Date:
Address:	449 Center Street	By: Mar gom
	Green Cove Springs, FL 32043	Date: 5/31/24

Michael Vallencourt II - Vice President

Type Name and Title

Florida Construction Industry Board License No.:

CUC1225018

#### PROPOSAL (Official Cost Summary Form)

#### FOR

#### CHESTER ROAD WIDENING – JEA REIMBURSABLE UTILITIES

#### FOR

#### WILDLIGHT, LLC

#### To be submitted on or before Friday, May 31, 2024 @ 2:00 P.M.

#### TO: WILDLIGHT, LLC

## FROM: Vallencourt Construction Company, Inc.

In accordance with the Request for Proposals for CHESTER ROAD WIDENING – JEA REIMBURSABLE UTILITIES, the undersigned proposes to construct all work necessary to install a complete project, including but not limited to clearing, earthwork, paving, signing, pavement marking, drainage, potable water, reuse water, sewer systems, and landscape as shown on the plans released for bid on **Wednesday, May 1, 2024 at 1:00 pm**, prepared by England-Thims & Miller, Inc. Work shall also be in accordance with ECS Florida, LLC Geotechnical Report dated May 11, 2023 (Project No. 35:32977), and with Nassau County, JEA, Florida Department of Environmental Protection (FDEP), St. Johns River Water Management District (SJRWMD) and Florida Department of Transportation (FDOT) Standard Specifications and Permits.

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

It is desired that Substantial Completion will be achieved within eleven (11) months from the Notice to Proceed, and Final Completion achieved within twelve (12) months from the Notice to Proceed. The Notice to Proceed is anticipated to be issued on Monday, June 17, 2024.

#### PROPOSAL (OFFICAL COST SUMMARY FORM) CHESTER ROAD WIDENING – JEA REIMBURSABLE UTILITIES FOR WILDLIGHT, LLC

#### TO: WILDLIGHT, LLC

#### From: Vallencourt Construction Company, Inc.

In response to your Request for Proposal, the undersigned hereby submits our Proposal for the <u>CHESTER</u> <u>ROAD WIDENING – JEA REIMBURSABLE UTILITIES</u> project within the Wildlight development. This Proposal has been prepared and submitted to WILDLIGHT, LLC ("Owner") subject to the conditions and requirements set forth in the Project Manual, including all Addenda. All of the documents included in the Project Manual and Addenda thereto, so far as they relate to this Proposal, are made a part hereof. The undersigned ("Proposer") herewith proposes to perform the work stipulated for the unit and/or lump sum prices given by the Summary of Costs and schedule of values that is part hereof.

The undersigned has carefully checked the Summary of Costs and schedule of values against the Project Manual, including but not limited to the plans and specifications, general and special conditions and other contract documents and all Addenda before proposing this Proposal and accepts them as correctly listing the complete work to be done in accordance with the Project Manual, including but not limited to the plans and specifications, general and specifications, general and specifications, general and specifications and other contract documents.

The undersigned Proposer examined the entire Project Manual, including but not limited to the Request for Proposal, plans and specifications, General and Special Conditions, and other contract documents and all addenda and is acquainted with and fully understands the extent and character of the work covered by this Proposal and the specified requirements for the work to be performed for the Project. Further, the Proposer has examined the work site and is fully informed as to conditions at this site. The Proposer understands that all work provided for in the Project Manual, including but not limited to all contract-related documents, as may be amended, shall be warranted to the benefit of the Owner in accordance with the Contract Documents. However, none of the above is intended to shorten the statutory or common law construction warranties to which the Owner is otherwise entitled.

The undersigned Proposer certifies that no officer or agent of the Owner is directly or indirectly interested in this Proposal.

The undersigned Proposer states that this Proposal is made in conformity with the Project Manual and agrees that in case of any discrepancy or differences between any condition of his or her Proposal and those of the Project Manual, the provisions of the latter shall prevail.

The undersigned Proposer certifies that he or she has carefully examined the project site, made his/her own measurements and calculations and prepared and checked the foregoing Proposal after the same was completed and has verified every item placed thereon; and agrees to indemnify, defend and hold harmless the Owner and England-Thims and Miller, Inc. against any cost, damage or expense which may be incurred or caused by error in his or her preparation of the same.

The undersigned acknowledges, by execution of this Proposal, that all information provided herein has been provided in full and that such information is truthful and accurate. Proposer agrees through submission of this Proposal to honor all pricing information one hundred twenty (120) days from that date of the Proposal opening, and if awarded a contract on the basis of this Proposal, or a portion thereof, to enter into and execute the form of agreement in substantially the form included in the Project Manual. Further the Contractor warrants the pricing provided in the Proposal shall remain valid and binding for the term of the agreement and not subject to escalation, including for gasoline, labor or material price increases.

#### PROPOSAL (OFFICAL COST SUMMARY FORM) CHESTER ROAD WIDENING – JEA REIMBURSABLE UTILITIES FOR WILDLIGHT, LLC

Proposer understands that inclusion of false, deceptive, or fraudulent statements on the Proposal constitutes fraud; and that the Owner considers such action on the part of the Proposer to constitute good cause for denial, suspension or revocation of a Proposal for work for the Owner.

Vallencourt Construction Company, Inc. Name of Organization

10/1 By:

This <u>31</u> day of <u>May</u>, 2024

By: Michael Vallencourt II - Vice President
Name and Title of Person Signing

(Apply Corporate Seal if filing as a Corporation)

### COST SUMMARY

A. MOBILIZATION AND SITE PREPARATION	\$_\$9,463.17
B. COORDINATION WITH OTHER ON-SITE CONTRACTORS	\$ <u>N/A</u>
C. JEA WATER DISTRIBUTION SYSTEM	\$ <u>\$210,504.44</u>
D. JEA REUSE DISTRIBUTION SYSTEM	\$ <u>\$1,045,562.67</u>
E. JEA WATER DISTRIBUTION SYSTEM SERVICE STUBS	\$ <u>N/A</u>
F. JEA REUSE DISTRIBUTION SYSTEM SERVICE STUBS	\$_N/A
G. JEA FORCE MAIN SYSTEM	\$ <u>\$656,763.12</u>
H. WATER, REUSE AND SEWER AS-BUILTS	\$ <u>\$26,953.93</u>
I. TESTING	\$ <u>N/A</u>
J. PAYMENT AND PERFORMANCE BONDS	\$ <u>\$11,499.84</u>
K. SEDIMENT AND EROSION CONTROL	\$ \$9,664.00
L. STORMWATER POLLUTION PREVENTION PLAN	\$ \$4,091.64
M. CONTRACTOR'S WARRANTY	\$_\$2,874.96

TOTAL LUMP SUM COST PROPOSAL (ITEMS A-M)

\$\_\_\_\_\$1,977,377.77

#### A. MOBILIZATION AND SITE PREPARATION

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 and for the establishment of temporary offices (Contractor's), buildings, safety equipment and first aid supplies, and sanitary and other facilities. Includes the costs of any required insurance, site preparation and any other preconstruction expense necessary for the start of the work, excluding the cost of construction materials. All pre-construction and construction survey costs are included in the mobilization.

TOTAL LUMP SUM PRICE ITEM A:	
\$_\$9,463.17	(Numerals)
Nine Thousand Four Hundred Sixty Three Dollars	and Seventeen Cents (Written)

#### B. COORDINATION WITH OTHER ON-SITE CONTRACTORS

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

TOT	TOTAL LUMP SUM PRICE ITEM B:		
\$	N/A	(Numerals)	
	N/A	(Written)	

#### C. JEA WATER DISTRIBUTION SYSTEM

Includes the complete construction of the 16" water main within the Chester Road right-of-way and Wildlight Parkway right-of-way from point of connection at the existing 16" water main stub-out coincident with the Chester Road Intersection Improvement Plans completed by Connelly & Wicker, Inc. Work includes all pipe, valves, casings, hydrants, fittings, connection to the existing system, 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 water mains with adequate FDEP and JEA approved dead end connections and sample points.

TOTAL LUMP SUM PRICE ITEM C:	
\$ \$210,504.44	(Numerals)
Two Hundred Ten Thousand Five Hundred Four	Oollars and Forty Four Cents (Written)

#### D. JEA REUSE DISTRIBUTION SYSTEM

Includes the complete construction of the 16" reuse water main within the Chester Road right-of-way and Wildlight Parkway right-of-way from point of connection at the 16" reuse water main stub-out coincident with the Chester Road Intersection Improvement Plans completed by Connelly & Wicker, Inc. Work includes all pipe, valves, casings, fittings, connection to the existing system, testing, 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 reuse water mains with adequate FDEP and JEA approved dead end connections and sample points.

TOTAL LUMP SUM PRICE ITEM D:	
\$_\$1,045,562.67	(Numerals)
One Million Forty Five Thousand Five Hundred Sixty Tv	vo Dollars and Sixty Seven Cents (Written)

#### E. JEA WATER DISTRIBUTION SYSTEM SERVICE STUBS

Includes all materials and labor to install the proposed tees, valves, and other fittings necessary on the 16" water main to provide water services to future development parcels, including all necessary testing, 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 water mains with adequate FDEP and JEA approved dead end connections and sample points.

TOTAL LUMP SUM PRICE ITEM E:		
\$	N/A	(Numerals)
	N/A	(Written)

#### F. JEA REUSE DISTRIBUTION SYSTEM SERVICE STUBS

Includes all materials and labor to install the proposed tees, valves, and other fittings necessary on the 16" reuse main to provide reuse services to future development parcels, including all necessary testing, 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 reuse mains with adequate FDEP and JEA approved dead end connections and sample points.

ΤΟΤΑ	L LUMP SUM PRICE ITEM	F:
\$	N/A	(Numerals)
	N/A	(Written)

#### G. JEA FORCE MAIN SYSTEM

Includes the construction of a 16" force main as shown on the plans from the connection at the existing stub-out coincident with the Chester Road Intersection Improvement Plans completed by Connelly & Wicker, Inc., including all pipe, valves, fittings, pressure testing, flushing, air release valves, locate wires, appurtenances, plugs, and the removal, disposal and replacement of any unsuitable material encountered and all other work necessary to complete the installation of the system.

TOTAL LUMP SUM PRICE ITEM G:

\$ \$656,763.12

\_\_\_\_\_ (Numerals)
Thousand Seven Hundred Sixty Three Dollars and Twelve Cen

Six Hundred Fifty Six Thousand Seven Hundred Sixty Three Dollars and Twelve Cents (Written)

#### H. WATER, REUSE AND SEWER AS-BUILTS

Includes the preparation and submittal of all water, sewer and reuse system as-builts, including all water, sewer, reuse and storm crossings, in accordance with the Florida Department of Environmental Protection, the JEA, and Nassau County requirements and the specifications contained in the Project Manual.

ТО	TAL LUMP SUM PRICE ITEM H:	
\$	\$26,953.93	(Numerals)
T١	venty Six Thousand Nine Hundred Fifty Three Dol	lars and Ninety Three Cents (Written)

#### I. TESTING

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

тс	TOTAL LUMP SUM PRICE ITEM I:			
\$_	N/A		(Numerals)	
	N/A		(Written)	

#### J. PAYMENT AND PERFORMANCE BONDS

Includes the cost of providing payment and performance bond in accordance with project specifications.

TOTAL LUMP SUM PRICE ITEM J:

\$ \$11,499.84

(Numerals)

Eleven Thousand Four Hundred Ninety Nine Dollars and Eighty Four Cents (Written)

#### PROPOSAL (OFFICAL COST SUMMARY FORM) CHESTER ROAD WIDENING FOR WILDLIGHT, LLC

#### K. SEDIMENT AND EROSION CONTROL

Includes all measures that are required to comply with the State of Florida water quality standards. This includes, but is not limited to silt screens, hay bales, sodding, settling ponds and other such measures that shall prevent the discharge of turbid waters from the site and minimize erosion of all graded areas. This item will be paid for on a percentage of total construction complete basis.

TOTAL LUMP SUM PRICE ITEM K:	
\$_\$9,664.00	(Numerals)
Nine Thousand Six Hundred Sixty Four Dollars and No Cents	(Written)

#### L. STORM WATER POLLUTION PREVENTION PLAN

The Contractor shall adhere to all Federal rules and regulations regarding the National Pollutant Discharge Elimination System (NPDES) for construction and ground water discharge. The Storm Water Pollution Prevention Plan (SWPPP) included in these plans establish the minimum requirements. The Contractor will submit and secure the necessary NPDES Permit, prepare and submit a project specific SWPPP, and perform all required monitoring and testing and shall implement additional measures, as required, to ensure compliance with the NPDES requirements. This item does not include erosion control items shown on the erosion and turbidity control plans or erosion and turbidity controls required by Nassau County or the St. Johns River Water Management District. Note: Contractor shall also obtain and have analyzed dewatering discharge samples after the commencement of construction in accordance with the FDEP Generic Permit for the Discharge of Produced Groundwater.

TOTAL LUMP SUM PRICE ITEM L:	
\$_\$4,091.64	(Numerals)
Four Thousand Ninety One Dollars and Sixty Four Cents	(Written)

#### M. CONTRACTOR'S WARRANTY

Includes the cost of providing a Contractor's warranty in accordance with Nassau County and JEA standard requirements and the project specifications.

ТС	TAL LUMP SUM PRICE ITEM M:	
\$_	\$2,874.96	_(Numerals)
Τv	vo Thousand Eight Hundred Seventy Four Dollars and Ninety Six Ce	ents (Written)

#### GENERAL NOTES

- 1. The Proposer shall submit a detailed construction schedule with the proposal that outlines time frames for major work items depicted in the Official Cost Summary Form. The schedule shall demonstrate completion within the time frames specified in this Proposal.
- 2. Standard form of agreement contract documents as modified by the DEVELOPER will be used for the Contract and General Conditions.
- 3. The DEVELOPER will provide the following survey stakeout work for the Contractor on a onetime basis. The Contractor must provide all other necessary survey work.
  - (1) Two Project Benchmarks
  - (2) Centerline P.I.s
- 4. Where so indicated in this Proposal, lump sum prices shall be expressed (printed or typed) in words and numerals, and in the case of discrepancy between the two, the amount expressed in words shall govern.
- 5. The Contractor shall be responsible for, and his Proposal includes, coordinating the work necessary with JEA and Nassau County.
- 6. The Contractor shall be responsible for coordinating the work necessary to complete all final approvals and acceptances and acceptances as required by the DEVELOPER, JEA, FDEP, SJRWMD and Nassau County.
- 7. 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.
- 8. All storm drainage must be maintained during construction. If this does not occur, the Contractor will be responsible for any damage that may result.
- 9. Water, sewer and reuse as-builts must include elevation on all water/storm and water/sanitary crossings. Sanitary Sewer services crossings are not included.
- 10. The Contractor must comply with and include in his bid all costs associated with compliance with the Florida Trench Safety Act.
- 11. PROPOSER accepts all of the terms and conditions of the Request for Proposal and Instructions to Proposers. This Proposal will remain subject to acceptance for one hundred twenty (120) calendar days after the day of Proposal opening. PROPOSER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen (15) calendar days after the date of Developer's Notice of Award.
- 12. In submitting this Proposal, PROPOSER represent, as more fully set forth in the Agreement, that:
  - (a) PROPOSER 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) PROPOSER 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) PROPOSER 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 surface or subsurface structures at or contiguous to the site which have been identified in the Contract Documents. PROPOSER acknowledges that DEVELOPER 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. PROPOSER 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 PROPOSER and safety precautions and programs incident thereto. PROPOSER 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 of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.
- (d) PROPOSER has correlated the information known to PROPOSER, 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.
- (e) PROPOSER has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that PROPOSER has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to PROPOSER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
- 13. The following documents are attached to and made a condition of this Bid:
  - (a) Certificate as to Corporate Principal;
  - (b) Attachment A PROPOSER'S Sworn Affidavit;
  - (c) Attachment B List of Proposed Subcontractors;
  - (d) Attachment C Certificate of Compliance with Florida Trench Safety Act;
  - (e) Miscellaneous Proposal Requirements found in Instructions to Proposers
- 14. Communications concerning this Bid shall be addressed to:

The address of PROPOSER indicated below: 449 Center Street

Green Cove Springs, FL 32043

Telephone Number: (904)291-9330

15. Terms used in this Bid which are defined in the General Conditions, Supplementary Conditions or Instructions will have the meanings indicated in the General Conditions, Supplementary Conditions or Instructions.

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

#### CORPORATE/COMPANY

Company Name: Vallencourt Construction Company, Inc.	(Seal)
By find part	<u>Michael Vallencourt II</u> (Name typed or printed)
Ву:	<u>Terrence Adams</u> (Name typed or printed)
Address: 449 Center Street	
Green Cove Springs, FL 32043	
Telephone No.: ( <u>904)</u> 291-9330	Fax No.: ()
State Contractor License Number: CGC1521232	
Federal I.D. Tax Number:59-2469052	
INDIVIDUAL	
Name:	(Title)
Address:	
Telephone No.: ()	
Federal I.D. Tax Number:	

#### CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Kyle Gammom, certify that I am the Secretary of the Corporation named as Principal in the attached bond; that Michael Vallencourt II who signed the said bond on behalf of the Principal, was then Vice President \_\_\_\_ of said Corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in Behalf of said Corporation by authority of its governing body.

**Corporate Seal** 

STATE OF FLORIDA

COUNTY OF Clay

The foregoing instrument was acknowledged before me this <u>31</u> day of <u>May</u> , 2024, by Kyle Gammon , a Secretary, of Vallencourt Construction Company, Inc. corporation, for and on behalf of said company. Such person M is personally known to me or [] produced as identification.

NOTARY STAMP:

TIA M. SNEDDON MY COMMISSION #HH106122 EXPIRES: MAR 18, 2025 Bonded through 1st State Insurance

him sold

Signature of Notary Public

TIA M. Sweddon Printed Name of Notary Public

(Attach Power of Attorney to original Proposal Bond and Financial Statement of Surety Company)

#### **END OF SECTION**

#### ATTACHMENT A

#### PROPOSER'S SWORN AFFIDAVIT

#### TO: WILDLIGHT, LLC

At the time the proposal is submitted, the Proposer 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	Clay	
Before me, the Undersigned authority, personal who being duly sworn, deposes and says he is	ly appeared Vice President	of	Vallencourt Construction Co, Inc.
	(Title)		(Firm)

The Proposer submitting the attached proposal for the work covered by the Documents in Bid No: <u>19-239-01-0039 Chester Road Widening</u>, Nassau County, Florida.

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 Proposer has no financial interest in the firm of another proposer 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. Furthermore, neither firm nor any of its officers are barred from participating in public contract lettings in the State of Florida or any other state.

Vallencourt Construction Company, Inc.

(Proposer) Vice President (Title)



Sworn and subscribed to me this <u>31</u> day of <u>May</u>, 2024.

Notary Public

Signature

Printed

My commission Expires:

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

#### 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: Description of Work: Percent of Contract Price: Previous Experience Together:

#### Subcontractor No. 2

Name: Description of Work: Percent of Contract Price: Previous Experience Together:

#### Subcontractor No. 3

Name: Description of Work: Percent of Contract Price: Previous Experience Together:

#### Subcontractor No. 4

Name: Description of Work: Percent of Contract Price: Previous Experience Together:

#### Subcontractor No. 5

Name: Description of Work: Percent of Contract Price: Previous Experience Together:

Note: This form must be completed and attached to the Proposer's Bid Proposal.

#### ATTACHMENT C

## CERTIFICATE OF COMPLIANCE WITH FLORIDA TRENCH SAFETY ACT

#### **TO: WILDLIGHT, LLC**

Trench excavations on this Project are expected to be in excess of five feet (5') deep. The Occupational Safety and Health Administration excavation safety standards, 29 CFR 1926.650 Subpart P, trench safety standards will be in effect during the period of construction of the Project.

Undersigned acknowledges that included in the various items of its Proposal and in the Total Proposal Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of FL) effective October 1, 1990, and hereby gives assurance that the Contractor or Subcontractor performing trench excavation work on the Project will comply with the applicable trench safety standards. The Proposer further identifies the costs as follows:

	Trench Safety Item (Description)	Unit Quantity	Units of Measure (LF, SY)	Unit Cost	Extended Cost
А.	Trench Box	1	LS	\$5,000	\$5,000
В.	Sloping	1	LS	\$10,000	\$10,000
C.					
				TOTAL\$	15,000

COMPANY NAME: Vallencourt Construction Company, Inc.	
BY: March & Sance	
ITS: Vice President	
DATE: 5/31/2024	

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

# Award #2 Supporting Documents 01/23/2025

Marcus McInarnay, President Mike Vallencourt Sr., Chairman



Mike Vallencourt II, Vice President J. Daniel Vallencourt, Vice President Stan Bates P.E., Vice President

	RAYDIENT PLACES + PROPERTIES		Contact:	Tommy Jinks	
	Wildlight Avenue, 1 Rayonier Way, Yulee, FL	32097	Phone:	(844) 877-5263	
	Yulee, FL 32097				
me:	·			r:	
	Chester Road & Heron Isles, Yulee, FL		Bid Date:	5/31/2024	
Item	Description	Estimated Quantity	Unit	Unit Price	Total Price
	-	1.00	LS	\$9 <i>,</i> 463.17	\$9,463.17
	Total Price for above A				\$9,463.17
		Hobilization And Site I			φ,,403.17
ter Dis	stribution System				
	-	640.00	LF	\$129.20	\$82,688.00
					\$17,450.00
16" J	Joint Restraints			\$825.39	\$14,857.02
6" Jo	bint Restraints	8.00	EACH	\$196.57	\$1,572.56
16"x	16" Tap Slv. and Valve	1.00	EACH	\$21,302.58	\$21,302.58
6" SI	eeve	6.00	EACH	\$665.62	\$3,993.72
16" (	Gate Valve	1.00	EACH	\$9,467.39	\$9,467.39
6" G	ate Valve	6.00	EACH	\$2,346.43	\$14,078.58
Loca	te Wire Box	2.00	EACH	\$515.60	\$1,031.20
Valve	e Box Installation	8.00	EACH	\$237.46	\$1,899.68
Flush	ning Hydrant	1.00	EACH	\$2,243.21	\$2,243.21
Fire	Hydrant	6.00	EACH	\$4,618.86	\$27,713.16
16" 4	45 Bend	1.00	EACH	\$2,196.25	\$2,196.25
16" 2	22.5 Bend	1.00	EACH	\$1,923.84	\$1,923.84
16" 1	11.25 Bend	1.00	EACH	\$1,963.65	\$1,963.65
Punc	h Out for Water Main	840.00	LF	\$2.76	\$2,318.40
Flush	ning & BT's for Water Main	840.00	LF	\$1.24	\$1,041.60
Loca	te Wire Test For Water Main	840.00	LF	\$0.53	\$445.20
Press	sure Test for Water Main	840.00	LF	\$2.76	\$2,318.40
	Total Price for above	e C. JEA Water Distribution System Items:			\$210,504.44
	strikution Custom				
	-	4 700 00	IE	¢120.20	\$607,240.00
					\$188,655.36
					\$22,149.64
					\$2,251.43
					\$94,673.90
					\$4,504.26
	- ,				\$3,144.51
					\$4,772.80
					\$4,207.70
	90 Bend		EACH	\$2,290.38	\$6,871.14
	ation A Gene (Gene 16" 1 6" D 16" 1 6" D 16" 2 6" S 16" 2 6" G Loca Valve Flush Fire 16" 2 16" 2	Yulee, FL 32097 me: Chester Road Widening - JEA Reimbursable It tation: Chester Road & Heron Isles, Yulee, FL Item Description ation And Site Preparation General Conditions Total Price for above A. Neter Distribution System 16" DIP 18 Water Main 16" Joint Restraints 16" Joint Restraints 16" Joint Restraints 16" Sleeve 16" Gate Valve 6" Gate Valve 6" Gate Valve 16" Gate Valve 16" Gate Valve 16" Gate Valve 16" Sleeve 16" Gate Valve 16" Sleend 16" 11.25 Bend 16" 11.25 Bend 16" 11.25 Bend 16" 11.25 Bend 16" Dipressure Test for Water Main Cocate Wire Test For Water Main 16" Joint Restraints 16" Joint Restraints 16" Dip Reuse Main 16" Joint Restraints 16" Sleeve 16" Gate Valve 10% Cocate Wire Test For Water Main 10% Cocate Wire Test For Water Main 10% Dipressure Test for Water Main 16" Joint Restraints 10% RPZ Backflow Preventer 16% Gate Valve Flushing Hydrant Locate Wire Box Valve Box Installation 16" Joint Restraints 10% RPZ Backflow Preventer 16% Gate Valve Flushing Hydrant Locate Wire Box Valve Box Installation 16 * J6" Tee	me: Chester Road Widening - JEA Reimbursable Utilities ation: Chester Road & Heron Isles, Yulee, FL  Item Description Estimated Quantity ation And Site Preparation General Conditions 1.00 Total Price for above A. Mobilization And Site P  ter Distribution System 16" DIP 18 Water Main 640.00 6" DIP Water Main 200.00 16" Joint Restraints 18.00 6" Joint Restraints 8.00 16" X16" Tap Siv. and Valve 1.00 6" Gate Valve 1.00 6" Gate Valve 6.00 Locate Wire Box 2.00 Valve Box Installation 8.00 Fire Hydrant 1.00 16" 22.5 Bend 1.00 16" 11.25 Bend 1.00 Fire Hydrant 840.00 Punch Out for Water Main 840.00 Firesure Test for Water Main 840.00 Fire Distribution System 16" DIP Reuse Main 4,700.00 16" Sieeve 1.00 16" Sieeve 1.00 16" Sieeve 1.00 16" Sieeve 1.00 Cocate Wire Test 70 Cotal Price for above C. JEA Water Distributio Cotate Wire Test 70 Cotal Price for above C. JEA Water Distributio Cotate Wire Test 70 Cotal Price for above C. JEA Water Distributio Cotate Wire Test 70 Cotal Price for above C. JEA Water Distributio Cotate Wire Box 90 Cotate Wire Bo	Yulee, FL 32097       Fax:         me:       Chester Road Widening - JEA Reimbursable Utilities       Bid Number         tation:       Chester Road & Heron Isles, Yulee, FL       Bid Date:         Item Description       Estimated Quantity       Unit         ation And Site Preparation       General Conditions       1.00       LS         Total Price for above A. Mobilization And Site Preparation It         there Distribution System       16" DIP 18 Water Main       640.00       LF         6" JDP Water Main       200.00       LF       16" Joint Restraints       18.00       EACH         6" Joint Restraints       8.00       EACH       6" Joint Restraints       8.00       EACH         6" Sleeve       6.00       EACH       1.00       EACH         6" Gate Valve       1.00       EACH       6" Gate Valve       6.00       EACH         16" Gate Valve       0.00       EACH       1.00       EACH         16" Gate Valve       1.00       EACH       6" Joint Restraints       8.00       EACH         16" Gate Valve       1.00       EACH       1.00       EACH       6" Joint Restraints       8.00       EACH         16" Steeve       1.00       EACH       1.00       EACH	Wildlight Avenue, 1 Rayonier Way, Yulee, FL 32097         Phone:         (944) 877-5263           rulee, FL 32097         Fax:         Fax:           me:         Chester Road Widening - JEA Reimbursable Utilities         Bid Number:         Sj/31/2024           tation:         Chester Road & Heron Isles, Yulee, FL         Bid Date:         S/31/2024           ation:         Chester Road & Heron Isles, Yulee, FL         Unit         Unit         Price           ation:         Chester Road & Heron Isles, Yulee, FL         Unit         Unit         Price           ation:         Chester Road & Heron Isles, Yulee, FL         Unit         Unit         Price           ation:         Chester Road & Heron Isles, Yulee, A         Mobilization And Site Preparation         Fax:         Fix:           ation:         1.00         LS         \$9,463.17         Fax:         Fix:         Fix:           total Price for above A. Mobilization And Site Preparation Items:         Fix:         Fix:

9152		nts 01/23/20	Unit	Unit Price	Total Price
<b>A</b> / <b>F</b> A	16" 45 Bend	13.00	EACH	\$2,124.52	\$27,618.76
9158	16" 22.5 Bend	1.00	EACH	\$2,095.33	\$2,095.33
9164	16" 11.25 Bend	5.00	EACH	\$2,135.14	\$10,675.70
9171	16x10" Reducer	2.00	EACH	\$1,516.44	\$3,032.88
9211.05	16" Conflict	2.00	EACH	\$15,361.13	\$30,722.26
9239	Punch Out for Reuse Main	4,700.00	LF	\$2.48	\$11,656.00
9240	Flushing for Reuse Main	4,700.00	LF	\$1.24	\$5,828.00
9241	Locate Wire Test For Reuse Main	4,700.00	LF	\$0.53	\$2,491.00
9242	Pressure Test for Reuse Main	4,700.00	LF	\$2.76	\$12,972.00
	Total Pric	e for above D. JEA Reuse Distributio	on System	Items:	\$1,045,562.67
G. JEA For	rce Main System				
6010	Case X Repair for Force Main	260.00	SY	\$94.52	\$24,575.20
6011	16" PVC DR 18 Force Main	5,080.00	LF	\$73.00	\$370,840.00
6020	16" Joint Restraints	102.00	EACH	\$736.58	\$75,131.16
6065.05	16" Sleeve	1.00	EACH	\$3,393.44	\$3,393.44
6071	Air Release Valve Ass.	2.00	EACH	\$8,112.32	\$16,224.64
6072	Air Release Manhole	2.00	EACH	\$5,871.06	\$11,742.12
6073.05	16" Gate Valve	7.00	EACH	\$8,279.18	\$57,954.26
6080	Valve Box Installation	7.00	EACH	\$237.46	\$1,662.22
6083	16 x 16" Tee	1.00	EACH	\$5,429.12	\$5,429.12
6116	16" 45 Bend	10.00	EACH	\$3,193.11	\$31,931.10
6128	16" 11.25 Bend	6.00	EACH	\$3,209.43	\$19,256.58
6151.05	16" Cap	2.00	EACH	\$1,950.79	\$3,901.58
6181	Locate Wire Box	10.00	EACH	\$515.61	\$5,156.10
6183	Punch Out Force Main	5,080.00	LF	\$2.48	\$12,598.40
6185	Locate Wire Test for Force Main	5,080.00	LF	\$0.58	\$2,946.40
6186	Pressure Test for Force Main	5,080.00	LF	\$2.76	\$14,020.80
	Τι	otal Price for above G. JEA Force Ma	in System	Items:	\$656,763.12
H. Water,	Reuse And Sewer As-Builts				
400	Surveying	1.00	LS	\$2,994.88	\$2,994.88
500	As Builts	1.00	LS	\$23,959.05	\$23,959.05
	Total Price fo	or above H. Water,Reuse And Sewer	As-Builts	: Items:	\$26,953.93
J. Paymen	nt And Performance Bonds				
201	Payment & Performance Bonds	1.00	LS	\$11,499.84	\$11,499.84
	Total Price	or above J. Payment And Performa	nce Bonds	: Items:	\$11,499.84
K. Sedime	ent And Erosion Control				
601	Silt Fence Type III (Regular)	7,550.00	LF	\$1.28	\$9,664.00
	Total Pri	ce for above K. Sediment And Erosic	on Control	Items:	\$9,664.00
L. Stormw	vater Pollution Prevention Pla	ı			
300	NPDES Permit Compliance	12.00	МО	\$340.97	\$4,091.64
	Total Price for a	bove L. Stormwater Pollution Preven	ntion Plan	Items:	\$4,091.64
M. Contra	ctor's Warranty				
<b>M. Contra</b> 100	<b>ctor's Warranty</b> Warranty	1.00	LS	\$2,874.96	\$2,874.96

#### Notes:

- The above price excludes Landscaping & Irrigation
- The above price excludes Sunday Work
- The above price is based on the owner providing horizontal and vertical site control

#### **Payment Terms:**

Payment due within 30 days of date of invoice, regardless of when payment is made by Owner.

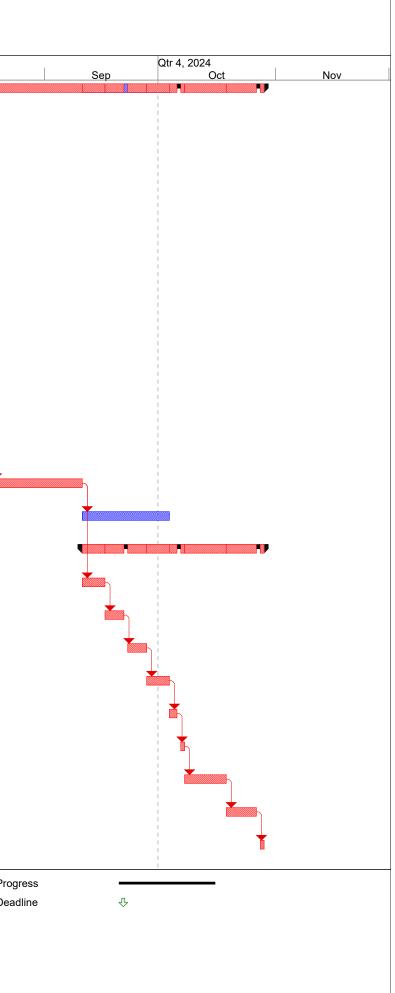
<b>ACCEPTED:</b> The above prices, specifications and conditions are satisfactory and hereby accepted.	CONFIRMED: Vallencourt Construction Company, Inc.			
Buyer:				
Signature:	Authorized S	Signature:		
Date of Acceptance:	Estimator:	Terrence Adams 904-291-9330 terrencea@vallencourt.com		

# **Chester Road Widening - JEA Reimbursable Utilities Bid Schedule**

ID	0	Task Name		Duration	Start	Finish	Мау	Jun	Qtr 3, 2024 Jul	Aug
1		Chester Road Wi Utilities	dening - JEA Reimbursable	121 days	Mon 6/10/24	Mon 10/28/24				Aug
2	••••	Notice to Proc	eed & Approved Plans	1 day	Mon 6/10/24	Mon 6/10/24				
3		Mobilize & Surv	еу	20 days	Mon 6/10/24	Tue 7/2/24				
4		Material Procu	rement	48 days	Mon 6/10/24	Sat 8/3/24				
5		Request Sho	p Drawings	10 days	Tue 6/11/24	Fri 6/21/24				
6		Review Shop	Drawings	7 days	Sat 6/22/24	Sat 6/29/24			<b></b>	
7		Material Prod	uction	30 days	Mon 7/1/24	Sat 8/3/24			+	
8		Clearing (Se	parate Contract)	30 days	Mon 6/10/24	Sat 7/13/24				
9		Reuse Main		25 days	Mon 7/15/24	Mon 8/12/24				
10		Water Main		5 days	Wed 8/7/24	Mon 8/12/24				
11		Force Main		30 days	Mon 7/15/24	Sat 8/17/24				
12		Utility Punchout		20 days	Mon 8/19/24	Tue 9/10/24				*
13		Dressout & Gra	ssing	20 days	Wed 9/11/24	Thu 10/3/24				
14		Water & Sewer	Closeout	41 days	Wed 9/11/24	Mon 10/28/24				
15		Water,Reuse	Sanitary Completion	5 days	Wed 9/11/24	Mon 9/16/24				
16		Contractor Su	ubmittal As-builts	5 days	Tue 9/17/24	Sat 9/21/24				
17		Pressure Tes	t /BT/Sewer TV Report Submittal	5 days	Mon 9/23/24	Fri 9/27/24				
18		JEA Inspectio	on	5 days	Sat 9/28/24	Thu 10/3/24				
19		JEA Punch L	ist	2 days	Fri 10/4/24	Sat 10/5/24				
20		JEA Re-Inspe	ection	1 day	Mon 10/7/24	Mon 10/7/24				
21		COC Forms	submitted to JEA	10 days	Tue 10/8/24	Fri 10/18/24				
22		COC Forms	submitted to FDEP	7 days	Sat 10/19/24	Sat 10/26/24				
23	•••	Water& Sewe	er Cleared for Use	1 day	Mon 10/28/24	Mon 10/28/24				
Date:	Wed 5/2	29/24	Task Critical Task Milestone Summary Rolled Up Task Rolled Up Critical Task	<ul> <li>Rolled Up Milesto</li> <li>Rolled Up Progress</li> <li>Split</li> <li>External Tasks</li> <li>Project Summary</li> <li>Group By Summa</li> </ul>	ss	Inactive Task Inactive Miles Inactive Miles Inactive Sum Manual Task	stone  stone  mary	Manu Start- Finisl Exter	al Summary Rollup al Summary only n-only nal Tasks nal Milestone	Pro Dea

uments 01/23/2025

Award #2 Supporting To ALLENCOURI Construction Co. Inc.



Award #3 Supporting Documents 01/23/2025						
Appendix B - Bid Form Company Name: CAND C P411877047 Imeson Substation T2 Addition						
Company's Address: 1203						
License Number: ECA						
Phone Number: 904-751-60	20 AX No: 104 -	-757 -694 mail Address	r.	sprengene ccpowerline com		
BID SECURITY REQUIREME		TERM OF CO One Time P Annual Req Other, Speci	urchas	e		
SAMPLE REQUIREMENTS None required Samples required prior to Bid ( Samples may be required subsered bid Opening	Opening	SECTION 255.05, FLORI None required Bond required 100% of	DA ST	TATUTES CONTRACT BOND		
QUANTITIES Quantities indicated are exactin Quantities indicated reflect the Throughout the Contract period an with actual requirements.	approximate quar	untities to be purchased fuctuation in accordance		INSURANCE REQUIREMENTS Insurance required		
PAYMENT DISCOUNTS         1% 20, net 30         2% 10, net 30         Other         None Offered						
ENTER YOUR BID	FOR SOLICIT	ATION 1411877047		TOTAL BID PRICE		
(enter	total from cell	Total Bid I Il G19 in the Bid Workb		\$ 1,790,250.≌		
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".						
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 						
	Printed	Name and Title	ER	L NIGE TREDIDEN I		

#### 1411877047 Appendix B - Bid Workbook **Imeson Substation T2 Addition** (Only complete the prices in yellow cells) Company: Unit of Item **Item Description** Est. Qty. **Unit Price Extended Price** Item Measure # LS \$80,000.00 1 General Mobilization, admin, asbuilts, bonds 1 \$80,000.00 Survey/baselines, erosion control, clearing, geotextiles, grading, rocking, xfmr oil 2 Civil Site Work LS 1 \$400,000.00 \$400,000.00 containment pit \$100,000.00 3 Road work asphalt removal, asphalt install, driveways, and bollards LS 1 \$100,000.00 Fencing and Access LS \$80,000.00 4 remove fence/gate, install fence/gates 1 \$80,000.00 Gates LS \$80,000.00 5 Landscaping Landscaping/sod 1 \$80,000.00 \$250,000.00 6 Foundations Concrete removal, disposal, install. Minus xfmr oil containment pit LS 1 \$250,000.00 Substation Structures Stuctures, rigid bus, jumpers, insulators, terminations, lightning masts, JEA LS \$100,000.00 7 1 \$100,000.00 and Bus material transport and handling Medium/High Voltge \$90,000.00 8 breakers, PTs, CTs, switches, arresters, station service xfmrs LS 1 \$90,000.00 Equipment \$200,000.00 Raceways LS 1 \$200,000.00 9 Conduit, cable trench, cable tray Control and power cables, enclosures, AC panelboards, receptacles, lighting, relay Low Voltage LS 1 \$120,000.00 \$120,000.00 10 panels, oil sump pump, support structures. Main ground grid modifications, structure grounds, equipment grounds, ground LS 1 \$82,500.00 \$82,500.00 11 Grounding rods, fence grounds, platforms 12 Other Miscellaaneous material LS \$45,000.00 \$45,000.00 1

<b>\$162,750.00</b>	Supplemental Work Authorization (SWA) 10%	
n) \$1,790,250.00	Bid Total (Enter this amount on Page 1 of the Bid Form)	

Total Bid Price less SWA:	\$1,627,500.00						
JSEB Requirement:	5.00%						
JSEB Requirement (dollars):	\$81,375.00						

Subtotal

\$1,627,500.00

# JEA Delivery and Collection O&M Contract Summary

Contract Description					Contract Term				Contract Amount				Forecast Need			
No. Description	<u>IFB/RFP/RFQ</u>	<u>CPA Incui</u>			# of Renewals <u>Remaining</u>	Start Date	Expiration	Time Left <u>(mo.)</u>	<u>Authorized</u>	Released <u>(Spent)</u>	<u>Remaining</u>	% <u>Used</u>	Spend Rate per month (\$/mo.)	Forecast spend total to contract end	Identified Projects	Award Request (Rounded)
1 Sewer O&M Contactor	1410399647	202195 Petticoat Schmitt Civil (	Contractors, Inc	3+2+1	1	18-Nov-2021	14-Dec-2025	10.87	\$5,280,000	\$5,014,304	\$265 <i>,</i> 696	95% \$	129,568.57	\$ 1,407,978.42	\$-	\$ 1,500,000.00
2 Sewer O&M Contactor	1410399647	202192 J. B. Coxwell Contractin	ng, Inc	3+2+1	1	18-Nov-2021	14-Dec-2025	10.87	\$9,900,000	\$7,987,011	\$1,912,989	81% \$	206,382.71	\$ 2,242,692.10	\$ 1,500,000.00	\$ 4,000,000.00