

# Welcome to the

## Awards Meeting

**June 11 2026, 10:00 AM EST**

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

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

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

Please contact **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**  
**June 11, 2026**  
**225 North Pearl St., Jacksonville, FL 32202 - Board Room 1st Floor**

[Teams Meeting Info](#)

**Consent Agenda**

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

Award #	Type of Award	Solicitation # & Short Description/Title	VP	Awardee	Funding Source	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 06/04/2026 Meeting	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2	Reverse Auction	1412161245-On-Prem Cohesity Software Subscription and Support	Selders	Netsync Network Solutions, Inc	O&M	\$3,599,225.00	\$2,096,999.00	N/A	\$2,096,999.00	N/A	Three (3) Year w/Two (2) 1-Yr. Renewals Start Date:08/01/2026 End Date:07/31/2029	N
<p>Advertised: 05/05/2026  Bid Due Date: 05/27/2026  Three (3) Responses received  Reverse Auction: 05/29/2026  Three (3) Suppliers participated  Netsync Network Solutions, Inc-\$2,096,999.00  CDW-Government, LLC-\$2,098,000.00  SHI International-\$2,225,200.00</p> <p>For Additional Information Contact: Angel Love</p> <p>The request is for the Cohesity software subscriptions and support used to backup JEA's Corp IT Systems and Databases into a secure environment meeting industry standards along with the replication service used to replicate the backups to our secondary environment in the AWS cloud.</p> <p>On May 29, 2026, the Technology Services Procurement Team conducted a reverse auction with three participating suppliers, during which 10 lead changing bids were submitted. Netsync Network Solutions, Inc provided the lowest bid, resulting in total savings of \$1,502,226.00 compared to the original budget planning quote of \$3,599,225.00 and prior pricing.</p> <p>Netsync is offering a 73-86% discount off list price on Cohesity Software subscription and support items on the response workbook.</p>												
3	Cost Participation	2024-4014 Buckfield Circle	Zammataro	Ryals Creek Community Development District	Capital	\$1,567,786.00	\$1,254,229.59	N/A	\$1,254,229.59	N/A	Project Completion Start: 03/01/2026 End: 09/30/2026	N
<p>Advertised: 07/03/2025  Opened: 08/11/2025  One (1) Bid Received (by developer)  For additional information contact: David King</p> <p>This award request is for a private development project where JEA has identified improvements consistent with the JEA Cost Participation Policy and as such are eligible for reimbursement. The Buckfield Circle Extension project (Aval. No. 2024-4014) is a transmission reclaim water main project along proposed Buckfield Circle. This is a segment in a JEA north-south reclaimed water transmission from the Arlington East service area to the Greenland/Mandarin service area. JEA entered into a Utility Service and Cost Participation Agreement with the developer dated 9/8/2021 that identifies the reclaimed water main improvements and established a corridor for installation. The project elements are comprised as follows: install 1,550 feet of 30-inch transmission reclaimed water main (100% JEA participation).</p> <p>The developer has followed JEA procurement directives by advertising and awarding to the lowest bidder. Only one bidder attended the prebid meeting and one bid was received due to the current mobilization in the work area by the sole bidder working for the developer on other projects. Vallencourt Construction Co., Inc. was awarded the project. The bid is approximately 25% below the JEA estimate. The JEA estimate included the material, labor, and equipment. JEA is reimbursing in accordance with the Utility Service and Cost Participation Agreement and the bid amount is deemed reasonable when compared to other recent pipeline projects.</p>												
4	Contract Increase	1411243046 - Ponte Vedra WRF Improvements	Zammataro	Mott MacDonald Florida, LLC	Capital	\$800,000.00	\$785,455.00	\$1,771,227.00	\$2,556,682.00	N/A	Project Completion Start: 09/28/2023 End: 03/30/2029	N
<p>Last awarded: 09/28/2023  For additional information contact: Marline McDonald</p> <p>This contract increase is to cover the engineer's services associated with the construction phase, specifically the services during construction (SDC). The scope of services for this contract increase includes construction phase engineering support such as project management, conformed documents, participation in construction meetings, review of shop drawings, RFIs, and change orders, site visits, start up and testing support, O&amp;M manual review, completion walkthroughs with certification, record drawings, closeout activities, and an allowance for unforeseen conditions. The SDC duration is scheduled for 28 months.</p> <p>The fee for this amendment has been reviewed by the JEA project staff and deemed reasonable compared to past projects.</p>												

**Consent Agenda Action**

<b>Committee Members in Attendance</b>	<b>Names</b> _____, _____, _____
Motion by:	
Second By:	
Committee Decision	

**Consent and Regular Agenda Signatures**

<b>Budget</b>	<b>Name/Title</b> _____
<b>Awards Chairman</b>	<b>Name/Title</b> _____
<b>Procurement</b>	<b>Name/Title</b> _____
<b>Legal</b>	<b>Name/Title</b> _____

# Award #1 6/11/2026 Supporting Documents

## JEA Awards Agenda

June 4, 2026

225 North Pearl St., Jacksonville, FL 32202 - Hydrangea Room 1st Floor

[Teams Meeting Info](#)

### Consent Agenda

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

Award #	Type of Award	Solicitation # & Short Description/Title	VP	Awardee	Funding Source	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 05/21/2026 Meeting	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2	Intent to Negotiate (ITN)	1412071247 Three-Phase (Small and Large), Single-Phase Pad Mounted, Pole Mounted and Miscellaneous Transformers for JEA Inventory FY26	Phillips	Central Moloney c/o Preferred Sales Gresco Supply, Inc. Stuart C. Irby, Inc. Tri-State Utility Products, Inc. VanTran Industries, LLC WEG Transformers, USA Wesco Distribution, Inc. for Cooper Power Systems Wesco Distribution, Inc. for Hitachi Energy USA	Inventory	\$131,107,616.67	\$2,069,560.00 \$34,718,338.25 \$12,783,341.42 \$16,854.00 \$106,203.00 \$263,675.00 \$4,468.44 \$16,342,168.59	N/A	\$66,304,608.70	N/A	Five (5) Years w/Two (2) - 1 Yr. Renewals Start: 06/21/2026 End: 06/20/2031	N
<p>Advertised: 11/06/2025 Opened: 02/03/2026 Twelve (12) Bids Received: Gresco Supply, Inc. \$80,833,319.50 106 items WEG Transformers USA \$52,605,519.00 56 items Tri-State Utility Products, Inc. \$78,352,553.00 99 items VanTran Industries, LLC \$42,524,950.00 27 items Wesco - Hitachi Energy USA \$70,831,358.51 76 items International Electric Co., Ltd. \$35,846,820.00 17 items Wesco - Cooper Power Systems \$65,218,924.87 103 items Wesco - National Industries/PPI \$14,147,304.26 40 items Central Moloney c/o Preferred Sales \$59,483,629.00 91 items Alpha Plotter NC, Inc. DQ - not approved mfg. Stuart C. Irby \$56,721,989.57 94 items Nexgen Power, Inc. DQ - not approved mfg.</p> <p>Public Evaluation Meeting: 02/18/2026, BAFO Public Evaluation Meeting: 05/06/2026 For additional information contact: Lynn Rix</p> <p>This award request is for the procurement of distribution transformers for inventory. Responses are based on pricing, production capacity and lead times, quality and compliance, storm response, and additional value-add programs. The transformers are categorized into five groups which largely align with the application type; suppliers were encouraged to bid on entire groupings of transformers to develop deeper partnerships and allow JEA to have a cohesive supply plan long-term. It should be noted that an individual transformer-by-transformer basis of award was used for the miscellaneous transformers and in limited application of items originally contemplated as a grouping, but they were not bid by the respective grouping awardee.</p> <p>Additionally, JEA is proposing a secondary supply award of the items found in the solicitation to mitigate risk. Beyond the request for approval of a secondary contract, this award approval request has funds requested for the secondary awardee to be expended as business needs evolve; this will allow JEA Procurement to have fluidity in working with the business and suppliers to meet JEA's ever changing needs. JEA Procurement will return to the awards committee in a scenario where additional suppliers will be awarded or in scenarios where the NTE adjustments are warranting a return based on JEA's Procurement Code and Operational Procedures. The logic for determining the award amount for the secondary supply represented the best overall value to JEA on a line level and met criteria of either the second highest-ranked grouping supplier or highest-ranked supplier at the item level; in that scenario, the secondary supplier would receive the projected items award value. It should be noted that there are no scenarios where a secondary award was not already proposed as a primary awardee of work in an effort to foster stronger supply partnerships.</p> <p>This award has a proposed \$64,254,041.67 in overall savings. This savings is reflecting a market shift that has followed years of volatility in supply and pricing which JEA weathered. This sourcing strategy successfully secured cost reductions in the initial round of \$58,823,686.83 and captured additional \$5,530,354.84 savings during the Best and Final Offer (BAFO) phase. JEA Procurement believes one notable driver in the savings is the high competition in the solicitation; this is believed to be attributable to timing the solicitation to occur just after numerous widespread supplier initiatives into large capital infrastructure projects have come online - which most were aimed at increasing capacity, along with JEA's structured procurement to leverage volumes and be more partnership focused.</p>												
3	Contract Increase/Extension	069-19 - UG/OH Distribution Construction & Maintenance Services	Erixton	SPE Utility Contractors FD, LLC dba SPE Group	Capital, O&M	\$6,550,000.00	\$6,550,000.00	\$20,089,154.47	\$44,114,574.47	08/01/2024 - \$1,486,420.00 10/17/2024 - \$6,916,000.00 07/10/2025 - \$9,073,000.00	Five (5) Years w/Two (2) - 1 Yr. Renewals Start: 01/01/2020 End: 12/31/2027	N
<p>Originally Awarded: 10/03/2019 For additional information contact: Jason Behr</p> <p>JEA is requesting approval to execute a one (1) year extension to the existing agreement and authorize a \$6,550,000.00 increase to support continued Overhead Distribution Construction and Maintenance services. The work includes pole removal and delivery, overhead to underground neighborhood conversion projects, pole maintenance and replacement, voltage conversion, and new line construction. JEA provides all standard materials, and the contractor may supply miscellaneous materials as needed. Coordination with JEA crews or other contractors may also be required to support project needs.</p> <p>This extension is being requested due to elevated labor costs across the utility construction industry. Extending the current agreement, where labor rate adjustments are limited to CPI based increases, remains more economical and stable than issuing a new solicitation under current market pricing conditions.</p> <p>It should be noted that a similar one (1) year extension is being processed for the underground distribution contract with Heart Utilities. That action requires Board approval because the total contract value will exceed \$50 million.</p> <p>Going forward, we will work with the business unit to evaluate market conditions and develop a comprehensive long-term plan, which will need to begin several months before the extension ends.</p>												
4	Request for Proposal (RFP)	1412151846 (RFP) Construction Services for 69kV Circuit 691-693 Structure Replacement	Erixton	Irby Construction Company	Capital	\$1,038,475.00	\$946,921.80	N/A	\$946,921.80	N/A	Project Completion Start Date: 09/21/2026 End Date: 02/01/2027	N
<p>Advertised: 04/16/2026 Opened: 05/19/2026 Public Evaluation Meeting: 05/28/2026 Five (5) Responses Received: Irby Construction Company \$946,921.80 Volt Power LLC \$1,755,495.50 C&amp;C Powerline \$2,142,098.00 SPE Group \$2,363,900.00 Primoris T&amp;D Services \$2,879,212.04</p> <p>For additional information contact: Jason Behr</p> <p>This award request is for construction services for 69kV circuit 691-693 structure replacement. This project entails the replacement of ten (10) existing wood transmission structures with underbuilt attachments along Bedford Road, Jacksonville. The structures being replaced are from structure 008 to 017 on circuits 691 and 693 to support the proposed distribution conductors required for the 636A1 capacity upgrade project.</p> <p>This project was awarded through a competitive evaluated bid process using criteria that included price, relevant experience, project plan and schedule, and safety. Price represented 65% of the total evaluation score. Irby Construction Company submitted the lowest overall bid price, which resulted in the highest overall evaluated score among the respondents.</p> <p>In addition, Irby Construction Company is included on the Responsible Bidders List under Category EGS - Overhead Transmission Construction over 69kV (De-Energized), which was a minimum qualification requirement for participation in this solicitation. As a result, the company is pre-qualified to perform this type of work.</p> <p>The budget estimate for this project was \$1,038,475.00, and Irby Construction Company's bid of \$946,921.80 is considered reasonable and within the anticipated project budget.</p>												

# Award #1 6/11/2026 Supporting Documents

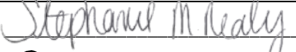
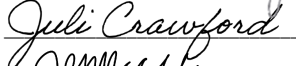

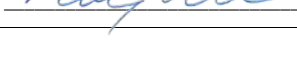
5	Contract Increase and Renewal	1411322446 Wastewater Odor Control Chemicals	Zammataro	USP Technologies	O&M	\$3,491,351.52	\$3,491,351.52	\$10,077,000.00	\$15,812,012.94	01/09/2023 - \$1,000,000.00 12/04/2025 - \$243,661.42 03/13/2026 - \$1,000,000.00	Three (3) Years w/Two (2) 1-Yr. Renewals Start: 09/21/2023 End: 09/20/2027 One (1) Renewal Remaining	N
	<p>Last awarded: 12/04/2025 For additional information contact: Daniel Brown</p> <p>This contract increase request is for the continued provision of chemicals, equipment, and related services for odor, corrosion, and scale control in the collection system and in-plant processes. The requested increase is needed to support operations through the remaining contract period and the first of two available 1-year renewal options.</p> <p>In addition, USP requested a 6% increase in unit pricing due to increased supplier costs, citing a 40% increase in natural gas costs, a primary input for hydrogen peroxide. Procurement negotiated the unit price increase down to 4%. The new pricing will become effective upon award approval and contract amendment, and will remain fixed for the duration of the current contract term ending 09/20/2026 and the first 1-year renewal period of 09/21/2026 through 09/20/2027. The new NTE includes the anticipated spend for the remainder of the current contract term and the first 1-year renewal period.</p>											
6	Request for Proposal (RFP)	1412152646 (RFP) JEA Church Street 69KV UG Relocation Project	Erixton	C and C Power Line, Inc.	Capital	\$1,797,400.00	\$1,924,366.00	N/A	\$1,924,366.00	N/A	Project Completion Start Date: 06/17/2026 End Date: 11/25/2026	(Y) Downstream Company Inc, 3%
	<p>Advised: 04/16/2026 Opened: 05/19/2026 Public Evaluation Meeting: 05/28/2026 One (1) Response Received: C&amp;C Powerline \$1,924,366.00 For additional information contact: Jason Behr</p> <p>This award request is for the Church Street 69KV underground relocation project. This project consists of relocating a segment of the existing 69-kV underground transmission line, Circuit 601, to accommodate planned Florida Department of Transportation (FDOT) improvements to Interstate 95. The relocated line will connect the Church Street Substation to the existing concrete cable riser pole at the intersection of Church Street and Eaveson Street in Jacksonville, Florida. The project includes approximately 1,560 feet of single-circuit, concrete-encased duct bank installed using open-cut trench construction.</p> <p>This was an evaluated solicitation considering price, similar experience, project schedule, work approach/resource availability, and safety. C and C Powerline was the sole respondent and therefore received the highest overall evaluation.</p> <p>The limited competition is attributed to the requirement that respondents be included on JEA's Responsible Bidders List for EG7 - Underground Transmission Construction 69kV and Above (Solid Dielectric Cables), a highly specialized category with a limited pool of prequalified vendors. This list currently includes three approved vendors, with one additional application pending. All other eligible vendors declined to bid due to existing workload commitments.</p> <p>C and C Powerline is a frequent JEA contractor in good standing. Their bid is approximately 7% above the budget estimate and is considered reasonable given current market conditions and the limited competitive environment. This project is also a fully reimbursable joint project between JEA and the Florida Department of Transportation.</p>											
7	Invitation for Bid (IFB)	1412134846 Pad Mounted Switchgear for JEA Inventory FY26 - FY29	Phillips	G & W Electric Company Gresco Supply, Inc.	Inventory	\$12,321,373.40	\$3,405,496.00 \$8,155,733.55	N/A	\$11,561,229.55	N/A	Three (3) Years w/ Two (2) 1-Yr. Renewals Start Date: 08/15/2026 End Date: 08/14/2029	N
	<p>Advised: 03/20/2026 Opened: 05/19/2026 Six (6) Bids Received: G &amp; W Electric Company \$3,405,496.00 5 items Gresco Supply, Inc. \$7,997,333.55 3 items Stuart C. Irbey \$8,778,045.65 3 items Technology International, Inc. \$4,259,000.00 3 items Tri-State Utility Products \$9,194,320.00 3 items Wesco Distribution, Inc. \$9,699,425.00 3 items</p> <p>For additional information contact: Lynn Rix</p> <p>This award request is for pad-mounted switchgear to safely control, isolate, and protect JEA's medium-voltage underground distribution networks.</p> <p>Five item IDs featured a single approved manufacturer. These were bid on by the manufacturer (G&amp;W) and a distributor (TID), with G&amp;W Electric offering a unit price approximately 28% lower to win all five items. The remaining three (3) item IDs had multiple approved manufacturers. Gresco, quoting Federal Pacific, submitted the lowest price on all three and was awarded these units.</p> <p>The forecasted volume supports ongoing operational needs and JEA's strategic initiative to upgrade from live-front to dead-front switchgear. The Invitation for Bid (IFB) resulted in a savings of \$760,143.85 or 24% savings over the previous purchase price.</p>											
8	Request for Proposal (RFP)	1412153446 Refractory Repair Services at Northside Generating Station (NGS)	Erixton	Pilbrico Company, LLC	Capital and O&M	\$4,084,587.56	\$4,084,587.56	N/A	\$4,084,587.56	N/A	Three (3) Years w/ Two (2) 1-Yr. Renewals Start Date: 10/01/2026 End Date: 09/30/2029	N
	Moved to Regular Agenda as Item 3											
<b>Consent Agenda Action</b>												
Committee Members in Attendance	Names	<b>Juli Crawford, Jordan Pope, Ricky Erixton</b>										
Motion by:	Jordan Pope											
Second By:	Ricky Erixton											
Committee Decision	Approved											

# Award #1 6/11/2026 Supporting Documents

## Regular Agenda

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
1	Request for Proposal (RFP)	1412103648 Water/Wastewater Project Support Services	Zammataro	Keville Enterprises	\$34,311,883.00	\$35,000,000.00	N/A	\$34,311,883.00	N/A	Five (5) Years w/Two (2) 1-Yr. Renewals Start Date: 07/01/2026 End Date: 06/30/2031	Y AREC Safety Consulting - (Safety and Health Specialist) - 5% - \$1,715,594.15	<p>Motion by: Jordan Pope</p> <p>Second by: Risky Erixton</p> <p>Committee Decision: Approved</p>
<p>Advertised: 01/27/2026 Mandatory Pre-Bid: 02/10/2026 Opened: 03/10/2026 One (1) Proposal Received: Keville Enterprises</p> <p>For additional information contact: Marline McDonald</p> <p>This award request is for a new contract with Keville Enterprises for Project Support Services to support the WWW capital program. The contract will provide supplemental project support personnel on an as-needed basis during periods of increased workload, planning, design, construction activity, staff vacancies, or leaves of absence. Staffing levels under this contract are expected to vary based on workload and project needs and are estimated to range from approximately five (5) to twenty-five (25) personnel at any given time. Services provided under this contract may include project management, scheduling, estimating, cost management, construction management, safety oversight, inspection, and other related project support services.</p> <p>JEA received one proposal in response to the solicitation. Procurement and PEC determined that Keville Enterprises was qualified and capable of providing the requested services. The proposal was then evaluated and scored in accordance with the solicitation requirements, after which PEC proceeded with fee negotiations with Keville Enterprises.</p> <p>Following negotiations, the proposed hourly rates were determined to be reasonable based on current contract rates, expected service needs, market conditions, and the negotiated contract structure.</p> <p><b>DISCUSSION/ACTION:</b> This item was placed on the regular agenda because only one firm submitted a proposal, prompting the need for discussion before approval. Staff noted that the contract supports water and wastewater capital projects, that the incumbent has held the work since 2019, and that only one bid was received despite three firms attending the pre-bid meeting.</p> <p><b>DISCUSSION/ACTION PARTICIPANTS:</b> Juli Crawford, Ricky Erixton, Brian Dewberry, Joe Perez</p>												
2	Piggy Back/NASPO Contract	Integration and Implementation Services for Oracle Human Capital Management (HCM) and Oracle Primavera (Core HR Lits, Learning, Talent)	Solders	Accenture, LLP	\$22,320.00	\$2,500,000.00	\$2,561,865.00	\$2,584,185.00	N/A	Project Completion Start Date: 06/01/2026 End Date: 03/30/2027	N	<p>Motion by: Jordan Pope</p> <p>Second by: Risky Erixton</p> <p>Committee Decision: Approved</p>
<p>This item corrects the award issued on May 21, 2026, to Accenture LLP for Integration and Implementation Services for Oracle Human Capital Management (HCM) and Oracle Primavera. The original award amount of \$2,561,865.00 is corrected to \$2,584,185.00, an increase of \$22,320.00. This adjustment covers the migration of data for approximately 170 projects that was not included in the original calculation.</p> <p>Accenture is providing system integration and implementation services to support JEA's transition to Oracle Fusion HCM/Talent Management Cloud and Oracle Primavera Cloud. These services advance JEA's long-term Oracle Cloud roadmap and leverage Accenture's prior successful work in JEA's OCI environment.</p> <p>This award continues to utilize the competitively procured Public NASPO Contract No. 43230000-NASPO-16-ACS and executed Contract No. AR3086, Cloud Solutions ("Master Contract"). Oracle software components related to this effort are awarded separately as single-source JEA Technology Standards.</p> <p><b>DISCUSSION/ACTION:</b> This item was moved to the regular agenda because a correction to a previously approved award was required, adding about \$22,000 to include 170 migration projects missed in the original scope. Nathan Woyak explained the adjustment, and the business team confirmed the update with no further questions.</p> <p><b>DISCUSSION/ACTION PARTICIPANTS:</b> Juli Crawford, Nathan Woyak</p>												
3	Request for Proposal (RFP)	1412153446 Refractory Repair Services at Northside Generating Station (NGS)	Erixton	Pilbrico Company, LLC	\$4,060,650.00	\$4,084,587.56	N/A	\$4,060,650.00	N/A	Project Completion Start Date: 06/01/2026 End Date: 03/30/2027	N	<p>Motion by: Jordan Pope</p> <p>Second by: Ricky Erixton</p> <p>Committee Decision: Approved</p>
<p>Advertised: 04/15/2026 Opened: 05/15/2026 Two (2) Bids Received: JTThorp Industrial, Inc. \$7,785,454.16 Pilbrico Company, LLC \$6,022,355.40 Public Evaluation Meeting: 05/28/2026 For additional information contact: Lynn Rix</p> <p>This award request is for the procurement of a three-year contract for refractory repair services. This vital maintenance protects critical power plant equipment from extreme temperatures, thermal shock, and chemical erosion by restoring the specialized, heat-resistant linings inside boilers and associated infrastructure.</p> <p>While two proposals were received, three other interested companies ultimately declined to bid due to capacity constraints or geographic distance from JEA. A three-member evaluation panel reviewed the proposals using a 100-point scale, allocating 50 points for pricing and 50 points for technical merits, including similar experience, safety, work approach, and resource availability. Although both contractors demonstrated exceptional qualifications, the incumbent achieved the best ranking due to their cost-effectiveness. In comparison, the second-place bid was 26% higher than the winning total.</p> <p>In comparing the winning bid to the current contract, standard labor rates quoted are 13% higher than the current rates, which were increased based on CPI in 2023. This increase is deemed reasonable as there is no annual price adjustment clause in the new contract.</p> <p><b>DISCUSSION/ACTION:</b> This item required regular agenda placement because the award amount posted was incorrect, and the mistake was discovered after publication. The amount originally listed included costs from the existing contract, and the corrected total is \$4,016,650. With that clarification, the committee raised no questions and approved the revision.</p> <p><b>DISCUSSION/ACTION PARTICIPANTS:</b> Julie Crawford, Lynn Rix</p>												

### Consent and Regular Agenda Signatures

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

# Award #2 6/11/2026 Supporting Documents

Appendix B- Response Workbook							
1412161246- Reverse Auction: On-Prem Cohesity Software Subscription and Support							
(Enter Pricing in Unit Price Yellow Cells only)							
Supplier Name:							
Item Number	Manufacturer Part #	Product Description	Qty	MSRP	Unit Price	Ext Price	% off MSRP
1.1	SVC-DATAPROTECT	Cohesity DataProtect - Software Subscription and Support (3 Years) - 1TB c	3500	\$1,705.00	\$400.00	\$1,400,000.00	73%
1.2	SVC-REPLICA	Cohesity DataProtect Replication Service - Software Subscription and Support	3500	\$1,280.00	\$199.14	\$696,990.00	86%
1.3					Total Bid Price <<Respondent shall transfer this amount into Zycus where indicated.>>	\$2,096,990.00	

Prepared by, Record and Return to:  
Chris R. Strohmenger, Esq.  
Burr & Forman LLP  
50 N. Laura Street, Suite 3000  
Jacksonville, Florida 32202

Doc # 2021238699, OR BK 19908 Page 165,  
Number Pages: 37  
Recorded 09/13/2021 11:10 AM,  
JODY PHILLIPS CLERK CIRCUIT COURT DUVAL  
COUNTY  
RECORDING \$316.00

**JEA UTILITY SERVICE AND  
COST PARTICIPATION AGREEMENT**

THIS JEA UTILITY SERVICE AND COST PARTICIPATION AGREEMENT (this “Agreement”) is made and entered into on this 8<sup>th</sup> day of September, 2021 (“Effective Date”), by and among SAWMILL TIMBER, LLC, a Florida limited liability company, whose address is 2963 Dupont Avenue, Suite 2, Jacksonville, Florida 32217, Attn: A.C. Skinner, III (“Sawmill”), RYALS CREEK COMMUNITY DEVELOPMENT DISTRICT, a local, special purpose governmental entity authorized by Chapter 190, Florida Statutes, whose address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Attn: Craig Wrathell (“Ryals Creek CDD”), and JEA, a body politic and corporate whose address is 21 W. Church Street, Jacksonville, Florida 32202 (“JEA”).

**RECITALS**

- A. Sawmill and Ryals Creek CDD are the owners of several parcels of real property located in Duval County, Florida (the “Property”) as depicted and described on the attached Exhibit “A” and Exhibit “A-1”.
- B. Sawmill intends to sell portions of the Property to third parties to be developed from time to time by such third parties (each a “Developer”).
- C. Sawmill has formed Ryals Creek CDD to construct, operate and maintain certain master infrastructure serving the Property, including certain water, sewer and reclaimed water infrastructure, as described and defined in this Agreement.
- D. Sawmill, Ryals Creek CDD and JEA desire to extend JEA’s water, wastewater and reclaimed water system (“JEA Utility System”) to serve the Property so that JEA can provide service to the Property without imposing a burden on its existing customers.
- E. JEA is willing to expand the JEA Utility System and to provide such service so that the Property and its occupants may have an adequate water and reclaimed water supply and wastewater disposal system subject to all of the terms and conditions of this Agreement.
- F. The parties recognize that water is a natural resource of limited supply and wastewater treatment and disposal is a necessity for public health. Thus, the water supply and disposal of wastewater must be regulated and controlled and is subject only to a reasonable and beneficial use to assure an adequate supply of water and adequate wastewater treatment capacity for all members of the public served by JEA. The parties further recognize that the supply of water and wastewater disposal service by JEA to the Property is subject to

## Award #3 6/11/2026 Supporting Documents

regulation, prohibition, limitation and restriction by local, state and federal governmental agencies as well as JEA.

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

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

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

- a. "Agreement" means this Utility Service and JEA Cost Participation Agreement as it may be amended from time to time.
- b. "CDD" means any Community Development District having jurisdiction over the Property as defined in Section 17a hereof, other than Ryals Creek CDD.
- c. "Customer Installation" means all facilities on the customer's side of the Point of Delivery.
- d. "Developer" means any person or entity that owns and develops any portion of the Property, together with its successors and assigns.
- e. "Developer Improvements" means the portion of the Water, Sewer and Reclaimed Water facilities, if any, to be constructed by a Developer and dedicated to JEA pursuant to this Agreement, which will extend or expand the JEA Utility System to provide Water, Sewer and Reclaimed Water service to the Property.
- f. "Development Unit" means a part of the Property which is being or which is to be developed as platted property or as an unplatted unit with a separate site plan and specific metes and bounds legal description.
- g. "Engineer" means a Florida licensed, registered professional engineer selected by Ryals Creek CDD or Developer in connection with the Master Improvements or Developer Improvements, as the case may be.
- h. "Existing Easement" means that certain Non-Exclusive Grant of Easement dated August 6, 2019, from Sawmill to JEA, recorded in Official Records Book 18901, page 504, public records of Duval County, Florida, as amended from time to time.
- i. "FDEP" means the Florida Department of Environmental Protection, an agency of the State of Florida, or any successor agency.
- j. "FDOT" means the Florida Department of Transportation.
- k. "GPD" means gallons per day on an annual average basis.

## Award #3 6/11/2026 Supporting Documents

- l. “JEA Utility 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 service to existing and future customers. The JEA Utility System ultimately includes the Master Improvements and Developer Improvements after acceptance of dedication by Ryals Creek CDD to JEA.
- m. “Lot or Tract” means each separate subdivided building site.
- n. “Main” means a pipe or conduit conveying Water, Reclaimed Water, Sewage or Wastewater.
- o. “Manager” means the JEA Development Manager.
- p. “Manuals” means the 2017 JEA Rules and Regulations for Water, Sewer & Reclaimed Water Services, 2021 JEA Water, Wastewater and Reclaimed Water Design Guidelines, 2015 Inspection Guidelines for Water, Sewer and Reclaimed Water and 2021 JEA Water and Wastewater Standards Manual, as amended from time to time.
- q. “Master Improvements” means the portion of the Water, Sewer and Reclaimed Water facilities to be constructed by Ryals Creek CDD (or elected to be constructed by any Developer as expressly permitted herein) and dedicated to JEA pursuant to this Agreement, which will extend or expand the JEA Utility System to provide Water, Sewer and Reclaimed Water service to the Property.
- r. “Plans and Specifications” means those documents and drawings prepared by the Engineer and approved by JEA for the design and construction of certain Water, Sewer and Reclaimed Water facilities.
- s. “Point of Delivery” means the point where the JEA’s service line is connected to the customer’s line and unless otherwise indicated by JEA, the Point of Delivery shall be at a point on the customer’s lot line.
- t. “Projected Development Schedule” shall be the schedule of Water, Sewer and Reclaimed Water capacity as shown on Exhibit “B”.
- u. “Property” means the real property shown on Exhibit “A” and described on Exhibit “A-1”.
- v. “PUD” means that certain Planned Unit Development approved by the City of Jacksonville under Ordinance 2019-235-E, as may be amended from time to time.
- w. “Reclaimed Water” or “Reuse Water” means wastewater that has been stored and treated in accordance with the treatment and water quality requirements for reclaimed water for public access and residential irrigation reuse as established in the applicable Chapter of the Florida Administrative Code, which will be provided

by JEA at pressure ranges established by JEA to all retail customers within the Property.

- x. "Schedule of Values" means a schedule showing the allocation of the contract price as to the improvements contemplated herein to be constructed by Ryals Creek CDD and/or a Developer related to the JEA Utility System.
- y. "Service Notice" means the written notice Developer provides to JEA of Developer's intent to commence construction of a Development Unit within the Property and to request a pre-construction meeting with JEA.
- z. "Sewage" or "Wastewater" means water-carried wastes from residences, business buildings, institutions, industrial establishments and other customers of the JEA Utility System.
- aa. "SJRWMD" means the St. Johns River Water Management District.
- bb. "TMA Road" shall mean the regionally significant roadway to be constructed by Ryals Creek CDD on the Property, as shown on Exhibit "A", and which shall contain within its right of way certain components of the Master Improvements.
- cc. "Water" means potable water meeting the applicable federal, state and local laws and regulations for human consumption, fire protection, and consumption by business and industry.
- dd. "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 uses) 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 flow measured in GPD.
- ee. "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 mains, meters and other appurtenant facilities for the provision of piped water onto the Property and/or, lift stations, treatment, gravity sewer mains, sewer force mains, pumps and other appurtenant facilities to collect, transmit, treat and dispose of sewage from the Property and/or reclaimed water treatment, storage and pumping, production, transmission and distribution mains, meters and other appurtenant facilities for the provision of piped reclaimed water onto the Property.

3. **Term.** This Agreement shall remain valid and effective through December 31, 2040.

4. **Design and Construction of Certain Water, Sewer and Reclaimed Water Facilities.** With respect to the portions of the JEA Utility System to be completed by Ryals Creek CDD or a Developer in accordance with Sections 5, 6 and/or 7 below, such improvements

shall be designed in accordance with JEA standards and otherwise consistent with Exhibits “C”, “D” and “E” attached hereto, as applicable, except as otherwise set forth herein, including in Section 9(k) below. Additionally, all Plans and Specifications for such improvements shall be submitted to JEA for its review and approval prior to construction in accordance with the JEA Water, Wastewater and Reclaimed Water Design Guidelines. The Plans and Specifications may be limited to the improvements necessary to serve only one Development Unit or certain Development Units, and Plans and Specifications for subsequent Development Units may be furnished from time to time by a future Developer for JEA’s review and approval prior to construction of subsequent Development Units. The Plans and Specifications shall be prepared in accordance with the JEA Water, Wastewater and Reclaimed Water Design Guidelines. Permitting shall be handled in accordance with the standard processes as set forth in the Manuals, except as otherwise set forth herein, including in Section 9(k) below.

**5. JEA-Design and Construction of Raw Water Main Facilities.** As part of the JEA Utility System, JEA requires the installation of a 30” raw water main along the southern boundary of the Property as generally depicted and described on Exhibit “C” (the “Southern RW Main Facility”). JEA will provide design and construction services at its sole cost related to the installation of the Southern RW Main Facility. JEA shall be required to obtain easements from private landowners in connection with the installation of the Southern RW Main Facility. The exact location and path of the Southern RW Main Facility shall be determined at the time of utility design. The parties will cooperate reasonably with each other to finalize the exact location of such Southern RW Main Facility, taking into account existing and proposed improvements on adjacent lands, the impact of such easement on the adjacent lands, increased construction or development costs of adjacent lands due to the location of the easement (e.g., within or outside of proposed or existing rights of way), existing conditions within the proposed easement area, and any requirements to provide landscaping or buffering to adjacent lands, including under the PUD. Hampton Park Association, Inc. (“Hampton Park POA”) is the owner of the land immediately south of the proposed Southern RW Main Facility depicted on Exhibit “C” (the “Hampton Park POA Land”). Prior to the parties finalizing the location of the Southern RW Main Facility, JEA agrees to use commercially reasonable efforts to obtain a utility easement from Hampton Park POA such that the Southern RW Main Facility may be located on a portion of Hampton Park POA Land (provided, JEA’s failure to obtain such easement from Hampton Park POA shall not limit the obligation of Sawmill to grant JEA an easement for the Southern RW Main Facility). However, in no event shall JEA be required to institute condemnation or taking efforts with respect to the Hampton Park POA Land, or purchase easement rights in such land for a cost exceeding fair market value as determined by an independent, third party appraiser selected by JEA. JEA shall pay the cost of the survey, title insurance, recording costs related to the conveyance of the required easements for the Southern RW Main Facility. Sawmill agrees to dedicate to JEA the portion of such easement located on its land for no consideration (in substantially the same form as the Existing Easement); however, JEA shall be responsible for the cost and fair market consideration for any portion of the easement located on land not owned by Sawmill. JEA acknowledges that Ryals Creek CDD, Sawmill or another Developer intends to construct a roadway on portions of the land encumbered by the Southern RW Main Facility as depicted on Exhibit “C” attached hereto. Accordingly, JEA warrants that its construction of the Southern RW Main Facility shall not in any way limit the construction of such future road or materially increase the construction costs therefor. JEA further agrees that

it will be responsible for any (i) increased construction costs as a result of adverse conditions within such right of way area directly resulting from JEA's construction of the Southern RW Main Facility and (ii) costs incurred by Ryals Creek CDD, Sawmill or another Developer resulting from the relocation or modification of the Southern RW Main Facility in the event the right of way cannot be completed as set forth on Exhibit "C" attached hereto.

6. **Design and Construction of 30" Transmission Reuse Main.** As part of the JEA Utility System, JEA requires the installation of a 30" transmission reuse main (the "Transmission Reuse Main") within a portion of the Property generally depicted on Exhibit "D" attached hereto. The Transmission Reuse Main may be completed in one or more phases as set forth below, it being acknowledged and agreed that the Transmission Reuse Main may be completed by Ryals Creek CDD, or any CDD or Developer, or JEA as set forth herein, as and when the needs arise.

- a. **Phase 1 - 30" Transmission Reuse Main.** Notwithstanding anything herein to the contrary, Ryals Creek CDD shall be responsible for the design, permitting and construction of the first (1st) phase of the Transmission Reuse Main as shown on Exhibit "D" (the "Phase 1 Transmission Reuse Main"), as part of its completion of the Master Improvements and TMA Roadway construction; provided, however, JEA shall be responsible to reimburse Ryals Creek CDD for all such costs related to Phase 1 Transmission Reuse Main in accordance with Section 9a. below. In the event that efforts to complete the Phase 1 Transmission Reuse Main by Ryals Creek CDD are delayed or interrupted for a period of one hundred (100) consecutive days, JEA shall have the right, but not the obligation, to take over the completion of the Phase 1 Transmission Reuse Main at any time thereafter upon the provision of thirty (30) days written notice. If JEA exercises its right to construct any portion of the Phase 1 Transmission Reuse Main as permitted herein, JEA shall remain responsible to reimburse Ryals Creek CDD for any costs incurred by Ryals Creek CDD with respect to the Phase 1 Transmission Reuse Main, with such payment being due no later than the date JEA commences construction of the applicable portion of such Phase 1 Transmission Reuse Main. Upon completion of the Phase 1 Transmission Reuse Main, Ryals Creek CDD shall dedicate the same to JEA, at no additional expense to JEA except as set forth herein. If such Phase 1 Transmission Reuse Main is completed and conveyed to JEA for maintenance prior to the dedication of the applicable portion of the TMA Roadway to the City, Sawmill agrees to grant JEA, at no cost to JEA other than closing costs, a non-exclusive easement for the Phase 1 Transmission Reuse Main in a form satisfactory to JEA. JEA shall pay the cost of the survey, title insurance, recording costs, and any other closing costs related to the conveyance of the easement(s) contemplated herein.
- b. **Phase 2 - 30" Transmission Reuse Main.** Subject to the terms of this Section 6, any Developer that owns a portion of the Property within or adjacent to the Phase 1 Transmission Reuse Main or the Phase 2 Transmission Reuse Main (as defined below) shall have the right, but not the obligation (except as expressly set forth herein), to construct the second (2nd) phase of the Transmission Reuse Main as generally shown on Exhibit "D" (the "Phase 2

Transmission Reuse Main”), or any portion thereof as required for such Developer’s project. Notwithstanding anything in the previous sentence to the contrary, if any Developer commences construction of any portion or segment of the right of way depicted on Exhibit “D” attached hereto as “Road A”, “Road B” or “Road C”, such Developer shall be required to install the Phase 2 Transmission Reuse Main in such segment of the right of way pursuant to the terms hereof. To the extent a Developer elects to construct some or all of the Phase 2 Transmission Reuse Main, such Developer shall provide sixty (60) days’ prior written notice to JEA, Ryals Creek CDD and Sawmill of such election and identify in such notice the portion of the Phase 2 Transmission Reuse Main that such Developer intends to construct (any Developer constructing a portion of the Phase 2 Transmission Reuse Main shall be referred to herein as the “Constructing Party”). To the extent there is more than one Constructing Party at any time, each such Constructing Party shall coordinate such construction with the other. Each Constructing Party shall cause the design, permitting and construction of the applicable portion of the Phase 2 Transmission Reuse Main as generally shown on Exhibit “D”; provided, however, JEA shall be responsible to reimburse the Constructing Party for all such costs related to these improvements in accordance with Section 9a. below (the “Transmission Reuse Main Reimbursable Costs”). Each Constructing Party shall also have the right to connect distribution mains to the JEA provided stubouts along the Phase 2 Transmission Reuse Main in accordance with JEA approved design as necessary to serve the development on the adjacent Property. Upon completion of the applicable portion of the Phase 2 Transmission Reuse Main, the Constructing Party shall dedicate the same to JEA at no additional expense to JEA other than the Transmission Reuse Main Reimbursable Costs and the Transmission Reuse Main Easement Costs (as defined below). If such portion of the Phase 2 Transmission Reuse Main is completed and conveyed to JEA for maintenance prior to the dedication of the applicable portion of the right of way to the City, the owner of the applicable portion of the Phase 2 Transmission Reuse Main agrees to grant JEA, at no cost to JEA other than Transmission Reuse Main Easement Costs, a non-exclusive easement for such improvements in substantially the same form as the Existing Easement. The parties acknowledge that the depiction of the Phase 2 Transmission Reuse Main on Exhibit “D” is conceptual in nature and is subject to change as set forth herein, including based on the final location of the right of way generally depicted on Exhibit “D”. The parties desire for the Phase 2 Transmission Reuse Main to be located within a future right of way to minimize the impact on development of the remaining Property. However, in the event that (i) a right of way has not been constructed at the time installation of the Phase 2 Transmission Reuse Main is to commence (and installation of the Phase 2 Transmission Reuse Main is not being completed as part of the construction of the right of way), (ii) the final location of the proposed right of way is materially different than the location of the right of way depicted on Exhibit “D” attached hereto, or (iii) the final location of the proposed right of way has not yet been identified, then, in either event, the parties shall cooperate reasonably with each other to approve an alternate location of the Phase 2

Transmission Reuse Main, taking into account existing and proposed improvements on adjacent lands, the impact of the location of the Phase 2 Transmission Reuse Main on the adjacent lands, increased construction or development costs of adjacent lands due to the location of the Phase 2 Transmission Reuse Main (*e.g.*, within or outside of proposed or existing rights of way), existing conditions within the proposed area for the Phase 2 Transmission Reuse Main, and any requirements to provide landscaping or buffering to adjacent lands (collectively, the “Phase 2 Transmission Reuse Main Considerations”). The parties acknowledge that an alternate location of the Phase 2 Transmission Reuse Main may include an area on the west side of the Compensatory Storage Pond as generally depicted on Exhibit “D-1” attached hereto (“Alternative Phase 2 Transmission Reuse Main Location”). Once the parties have finalized the plans for the Phase 2 Transmission Reuse Main and said plans have been approved by JEA, this Section 6(b) shall be deemed amended and updated so that the final location of the Phase 2 Transmission Reuse Main shall be as set forth on the recorded plat or easement dedicating such Phase 2 Transmission Reuse Main to JEA. In the event the portion of the Phase 2 Transmission Reuse Main is not installed within a right of way or in the Alternative Phase 2 Transmission Reuse Main Location, JEA will be required to purchase at fair market value the additional easement area on terms and conditions to be approved by the easement owner and JEA which shall take into account the Phase 2 Transmission Reuse Main Considerations, as applicable. JEA shall be responsible to pay the cost of the survey, title insurance, recording costs, and any other closing costs related to the conveyance of the easement(s) contemplated herein, subject to F.A.C. Rule 12B-4.013 (the items in previous two (2) sentences are collectively referred to as the “Transmission Reuse Main Easement Costs”). Notwithstanding anything herein to the contrary, with respect to any portion of the Phase 2 Transmission Reuse Main that has not then been commenced within ten (10) years following the Effective Date, upon six (6) months’ prior written notice to Ryals Creek CDD and each Developer owning any portion of the Phase 2 Transmission Reuse Main, JEA may elect to complete Phase 2 Transmission Reuse Main unless within thirty (30) days from the date of such notice, a Developer provides written notice of its election to commence construction of a portion of the Phase 2 Transmission Reuse Main within the next three hundred and sixty five (365) days, in which event JEA’s election shall be null and void as to that portion of the Phase 2 Transmission Reuse Main. If JEA exercises its right to construct any portion of the Phase 2 Transmission Reuse Main as permitted herein, JEA shall remain responsible to reimburse each Constructing Party for any costs incurred by such Constructing Party with respect to the Phase 2 Transmission Reuse Main, with such payment being due no later than the date JEA commences construction of the applicable portion of such Phase 2 Transmission Reuse Main.

7. **Design and Construction of Sewer Facilities.** The Master Improvements set forth in this section are described in the attached “Sewer” Exhibit “E.”

- a. **Kernan Blvd. Wastewater Connection Point.** JEA agrees to provide Sewer service of up to 600 Gallons Per Minute (GPM) (peak hourly flow) for the Property and the remaining lands subject to the PUD upon connection to the existing twelve (12) inch Sewer Force Main located at the southern end of Kernan Boulevard as generally depicted on Exhibit “E”. Ryals Creek CDD agrees, at its expense, to cause the design, permitting and construction of a ten (10”) inch Sewer Force Main connection to the existing twelve (12) inch Sewer Force Main located at the southern end of Kernan Boulevard, all as shown on Exhibit “E.” Following completion, Ryals Creek CDD shall convey this improvement along with all necessary non-exclusive easements (and Sawmill agrees to join in such easements as necessary) to JEA at no expense to JEA”.
  
- b. **I-295 Wastewater Connection Point; Master Pump Station.** JEA agrees to provide Sewer service for the Property upon connection to the existing 16 inch Sewer Force Main located on the eastern boundary of I-295 as generally depicted on Exhibit “E”. The parties acknowledge that this connection will utilize and is dependent upon the completion of a master pump station (the “Master Pump Station”) to be constructed by Ryals Creek CDD, as generally depicted on Exhibit “E”. Ryals Creek CDD agrees, at its expense, to cause the design, permitting and construction of the Master Pump Station and the sixteen (16”) inch Sewer Force Main connection to the existing 16 inch Sewer Force Main, all as described on Exhibit “E”; it being acknowledged, however, that the following exceptions apply to the Master Pump Station design and construction requirements: (i) a boom crane is not required; (ii) solids management system is not required; (iii) odor control unit is not required (however, pad and piping including gravity drain and vacuum piping will be included with design and construction); and (iv) a single pony pump will be required (however, piping for a second pony pump will be included with design and construction). Ryals Creek CDD agrees that the Master Pump Station shall be designed and built in accordance with the Manuals and the criteria and schematic drawing set forth in the attached Exhibit “E.” If there is a conflict between the Manuals and the criteria contained in this Agreement, the criteria in this Agreement shall control. Following completion of the Master Pump Station and Sewer Force Main connection, Ryals Creek CDD shall convey to JEA the Master Pump Station and an area adjacent thereto (not to exceed 100’ x 100’), along with the Sewer Force Main connection and all necessary non-exclusive easements therefor (and Sawmill agrees to join in such easements as necessary), at no expense to JEA.
  
- c. **Remaining Sewer Service and Facilities.** JEA represents and warrants to Sawmill, Ryals Creek CDD and each Developer that the existing sewer facilities servicing the lands within the PUD are sufficient to provide a minimum of 3,178 Equivalent Residential Connections or its equivalent (collectively, “ERCs”) within the PUD (the “Current Sewer Capacity”)(it being acknowledged that sewer service for 878 ERCs flows through the Kernan Blvd. Connection Point described in Section 7(a) above and sewer service for 2,300 ERCs flows through the I-295 Wastewater Connection Point described in Section 7(b) above). Subject to Developer’s compliance with the

terms and conditions of this Agreement, JEA will provide sewer service necessary to serve the Property as requested by the Developer pursuant to a Service Notice to JEA, and in an amount not exceeding the Current Sewer Capacity. Prior to the time that the Current Sewer Capacity has been exhausted under the existing JEA facilities (and upon such earlier event as set forth in this Section 7(c)), JEA shall, at its sole cost, design, permit, construct and complete the off-site improvements (the "Off-Site Sewer Improvements") as described in Exhibit "F" attached hereto or as otherwise required to provide sewer service to the lands within the PUD in the capacities set forth in the Projected Development Schedule attached hereto as Exhibit "B". JEA agrees that it shall be responsible, at its sole cost and expense, to secure all necessary easements and right-of-way and provide or pay for any wetland mitigation required for the construction of these Off-Site Sewer Improvements, which JEA covenants to secure and/or pay as and when necessary to avoid any delay in completing the Off-Site Sewer Improvements as required herein. Following completion of the Off-Site Sewer Improvements, the connection point for the remaining development flow from the Property will be the sixteen (16) inch force under Interstate 295 adjacent to the on-site master station as depicted on Exhibit "E". Notwithstanding the foregoing to the contrary, from and after the date hereof, JEA shall be responsible to monitor the sewer flow through the existing JEA sewer facilities serving the lands within the PUD. At such time as the development within the PUD exceeds 2,500 permitted ERCs or its equivalent (the "Sewer Commencement Threshold"), JEA shall commence construction of the Off-Site Sewer Improvements. Additionally, in the event Sawmill or Ryals Creek CDD delivers written notice to JEA (the "Commencement Notice") that, in the aggregate, (a) existing projects within the PUD and (b) sales contracts for planned projects within the PUD that are anticipated to close within twelve (12) months from the date of such Commencement Notice will exceed the Sewer Commencement Threshold (provided that if one or more sales contracts are thereafter terminated so as to reduce development within the PUD below the Sewer Commencement Threshold, Sawmill or Ryals Creek shall deliver written notice to JEA of rescission of the Commencement Notice as soon as reasonably possible but no later than thirty (30) days' following such termination), JEA shall commence construction of the Off-Site Sewer Improvements within twenty-four (24) months of the date of such Commencement Notice. In any event, following JEA's commencement of such Off-Site Sewer Improvements, JEA shall thereafter use commercially reasonable efforts to complete such Off-Site Sewer Improvements no later than eighteen (18) months from such commencement. Additionally, if (i) JEA fails to timely commence and/or complete the Off-Site Sewer Improvements as set forth herein, or (ii) Ryals Creek CDD, Sawmill and/or any Developer elects to construct the Off-Site Sewer Improvements prior to JEA's commencement of the Off-Site Sewer Improvements, then in either event, upon sixty (60) days' prior written notice to JEA, Ryals Creek CDD, Sawmill and/or any Developer shall have

the right (but not any obligation, and without waiving any other remedies set forth herein) to take over such Off-Site Sewer Improvements project and complete the same (such party electing to take over the construction of any portion of the Off-Site Sewer Improvements shall be referred to a "Constructing Party" for purposes of this Section 7(c) and Section 9 as the context requires). In such event, JEA shall be responsible to reimburse the Constructing Party in accordance with Section 9(a) below for all costs and expenses incurred in completing the Off-Site Sewer Improvements, including the cost to design, permit and construct the Off-Site Sewer Improvements, the cost to secure all necessary easements and right-of-way and the cost to provide or pay for any wetland mitigation required for the construction of these Off-Site Sewer Improvements. Additionally, if JEA fails to complete the Off-Site Sewer Improvements as and when required herein (and regardless if any other party elects to take over the completion of such Off-Site Sewer Improvements), JEA acknowledges that such failure will cause significant delays and damages to owners of land within the Property. Accordingly, JEA shall be liable for, and consents to an action being filed to recover, all damages suffered by Ryals Creek CDD, Sawmill and any Developer, including consequential damages (notwithstanding anything in this Agreement to the contrary), subject to the limitations and provisions set forth in Section 768.28, Florida Statutes.

8. **Dedication of Improvements.** Upon satisfactory completion of the Water, Sewer and Reclaimed Master Improvements constructed by Ryals Creek CDD and/or a Developer, Ryals Creek CDD or Developer, as applicable, shall dedicate each individual improvement to JEA along with all necessary easements and documentation as necessary for that purpose (and the owner of the applicable portion of the Property shall join in the execution of such easements as may be necessary), including but not limited to, a bill of sale, as-built drawings, schedule of values and a waiver and release of lien both in form acceptable to JEA in accordance with the acceptance process set forth in the Manuals. Upon receiving the required documentation, JEA will issue a utility acceptance letter and take on ownership, operation and maintenance authority of the installed Master Improvements and/or Developer Improvements which shall become part of the JEA Utility System. Ryals Creek CDD and each Constructing Party shall cause its contractor to continue to be responsible for the repairs and replacements required as covered by and described in the warranty made directly to JEA for customary warranty, as required by JEA and as further set forth in the construction contract between Ryals Creek CDD or the Constructing Party and its contractor.

9. **General Requirements.**

- a. **JEA Reimbursement of Construction Costs.** As to any Master Improvements or Developer Improvements for which JEA is required herein to reimburse Ryals Creek CDD or a Constructing Party for the construction costs, JEA shall reimburse such party pursuant to an application for payment delivered to and approved by JEA's Manager no more frequently than once per month (for the applicable project) for work performed since the prior application for payment. JEA shall make such payment not later than thirty (30) days from the submittal to JEA of the approved

application for payment in satisfactory form. Additionally, JEA shall be required to reimburse Ryals Creek CDD or the Constructing Party, as applicable, for all change orders issued in connection with the project if reviewed and approved by JEA. To the extent Ryals Creek CDD or any Developer is required herein or by any agreement with JEA or a construction contract approved by JEA to perform inspection, quality control or surveying services in connection with the Master Improvements, such costs shall also be reimbursable by JEA in accordance with this Section 9(a). Upon satisfactory completion of the work in accordance with the project closeout and acceptance process, Ryals Creek CDD or the Constructing Party, as applicable, shall submit to JEA a request for final payment for the balance of the contract amount. Upon review and approval by the JEA Manager, JEA will pay the balance of the lump sum contract price (plus soft costs and any unpaid change orders), not later than thirty (30) days from the submittal to JEA of the approved request for final payment in satisfactory form. Ryals Creek CDD or the Constructing Party, as applicable, warrants and guarantees that title to all work, materials, and equipment covered by any application for payment whether incorporated in the project or not will pass to JEA no later than the time of payment free and clear of all liens, judgments, encumbrances and mortgages.

- b. **Inspection.** During construction of the Master 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 the Developer's Engineer to certify that such construction by the Developer complies with approved Plans and Specifications and applicable regulatory requirements; provided, however, the cost incurred for the Developer's Engineer to make such certification shall be reimbursable by JEA in accordance with the provisions of Section 9(a) above.
- c. **Projected Development Schedule.** Each Development Unit shall conform to the Projected Development Schedule, which may be modified only with the prior written consent of JEA, which consent shall not be unreasonably withheld.
- d. **Intentionally deleted.**
- e. **Reclaimed Water Usage.** All of the Development Units within the Property shall be required to utilize reclaimed water in accordance with the current JEA policies and regulations and no waivers to exclude Development Units shall be sought by the Developer.
- f. **Permits.** Except as expressly set forth herein to the contrary, the party responsible for the design of a utility facility shall be responsible for procurement of all applicable permits required for its construction and will submit to the other party a copy of each permit issued for the project (such as, FDEP, SJRWMD, applicable FDOT, local government right-of-way permits, railroad crossing approvals, etc.).

- g. **Bid Notice.** To the extent not inconsistent with the provisions of Chapter 190, Florida Statutes, Ryals Creek CDD, as to the Master Improvements, and each Constructing Party, as to the Developer Improvements, agrees to abide by the JEA Procurement Code as to the advertisement and notice provisions on any Master Improvement for which JEA is responsible for reimbursing for the cost of construction. Bid results shall be submitted to JEA for approval prior to construction. JEA shall have fifteen (15) days within which to accept the bid, reject the bid, or request a new bid. A request for a re-bid can only be made by JEA for JEA reimbursable portions of the bid. Once the bids have been approved, JEA shall be responsible for the cost of construction of the applicable Master Improvement(s) and/or Developer Improvement(s) (and if the applicable Master Improvement(s) and/or Developer Improvement(s) are not constructed in conjunction with the development of Ryals Creek CDD's and/or Constructing Party's adjacent land, such reimbursable costs shall also include the cost of all design engineering and design surveying work incurred by Ryals Creek CDD and/or the Constructing Party prior to such bid approval date). If all bids are unacceptable to JEA, JEA shall have the right to reject all such bids and construct the work itself. Should JEA choose to bid and construct the project itself, JEA shall be responsible for the costs of additional engineering and construction management services. Unless JEA notifies Ryals Creek CDD or a Constructing Party, as applicable, at the time of bid review with regard to any segment of the Master Improvements or Developer Improvements that JEA desires to construct or contract independently in its own name, then Ryals Creek CDD or the Constructing Party, as applicable, shall contract for construction of such improvements in the name of Ryals Creek CDD or the Constructing Party, as applicable, at JEA's expense in accordance with the payment procedures set forth in Section 9a.
- h. **Bonds.** Ryals Creek CDD and any Constructing Party shall cause its contractor to provide a payment and performance bond for the benefit of JEA prior to commencement of construction of the improvements for which JEA is responsible for reimbursing for construction costs.
- i. **CDD Bid Guidelines.** Ryals Creek CDD (and any other CDD to which Ryals Creek CDD or a Developer assigns its rights hereunder) shall solicit bids for construction of improvements in accordance with Section 255.20, Florida Statutes, and in accordance with the JEA Procurement Code, and any contractor awarded a contract shall be required to provide a bond required pursuant to Section 255.05, Florida Statutes, for the benefit of JEA and Ryals Creek CDD and/or other CDD, as applicable, prior to commencement of construction of such improvements. If JEA shall elect to have Ryals Creek CDD or another CDD construct such improvements, then JEA shall reimburse Ryals Creek CDD or the other CDD, as applicable, per Section 9a of this Agreement. Following completion of construction of any of the improvements for which Ryals Creek CDD or other CDD, as applicable, causes the construction of, Ryals Creek CDD or other CDD, as applicable, shall cause the dedication of the improvement to JEA.

- j. **Reimbursement to be Based on Contract.** Notwithstanding anything in this Agreement to the contrary, any reimbursement to be made by JEA under this Agreement shall be based on the cost as set forth in the applicable contract for the project and not based on the lowest bid for an individual component of work set forth in another bid that was not awarded the project.
- k. **Separation Requirements.** With respect to any component of the Water and Sewer Facilities or Reclaimed Water Facilities to be constructed in the PUD, the required separation between structures or landscaping and Water, Sewer and Reclaimed Water facilities shall be as required in the Manuals, Design Guidelines and Standards, except as set forth to the contrary in the Exhibits attached hereto. To the extent of any inconsistency between (i) the Manuals, Design Guidelines or Standards and (ii) the Exhibits, the Exhibits shall control. In the event Developer utilizes any mitigation as depicted in the Exhibits, Developer, and Sawmill and Ryals Creek CDD as applicable, shall indemnify and execute a hold harmless agreement in favor of JEA.

10. **Operation and Maintenance of Improvements.** Upon acceptance and assumption of the responsibility for operation and maintenance of each individual Master Improvement or Developer Improvement, all customers connecting to those improvements shall be deemed customers of the JEA Utility System and JEA shall set and collect all Water, Sewer and Reclaimed Water rates, fees, charges and deposits, without exception. All property owners and customers must provide at their expense necessary individual service lines to the Point of Delivery as a condition precedent to receiving Water, Sewer and Reclaimed Water Service from JEA.

11. **Rates, Fees and Charges.** All Water, Sewer and Reclaimed Water Service shall be provided to the Property at applicable rates, fees and charges in accordance with the JEA Water and Sewer Rate Document, latest edition, as amended from time to time.

12. **Intentionally Deleted.**

13. **Allocation and Provision of Water and Sewer Capacity and Reclaimed Water Capacity.**

- a. As of the date of this Agreement, a master plan of development has not been fully determined or designed for the Property and the Water and Sewer needs for the Property can only be estimated. Estimates to accommodate the Property for Water, Sewer and Reuse Water have been calculated on an annual average daily flow basis in the Projected Development Schedule attached as Exhibit "B" attached hereto. JEA, as the owner and operator of the JEA Utility System, upon dedication, may elect to direct additional flow through the system. JEA acknowledges that in the event any Mains described in Exhibits "C", "D" or "E" attached to this Agreement are required to be upsized due to flow demands off-site of the Property during the Term of this Agreement, neither the Sawmill, Ryals Creek CDD, nor any Developer of the Property, shall be responsible for such upsizing or for the impact of additional offsite flow.

- b. 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 the Developer pursuant to a Service Notice to JEA, and in an amount not exceeding the annualized flow set forth in the Projected Development Schedule attached as Exhibit "B." Nothing in this Agreement, including the Projected Development Schedule, shall relieve any future JEA customers located within the Property from payment to JEA of applicable JEA installation and service charges which are consistent with the JEA Water and Sewer Rate Document, latest edition, as amended from time to time.
  - c. Following: i) the completed conveyance of applicable Master Improvements or Developer Improvements, in whole or in part, to JEA, ii) payment of applicable rates, fees and charges, iii) the physical connection of a given customer installation to the JEA Utility System, and iv) payment of applicable customer installation charges, JEA shall provide Water, Sewer and Reclaimed Water service to customers in the Property in accordance with the terms and conditions of this Agreement and in accordance with the Projected Development Schedule. Notwithstanding the above, JEA does not guarantee or warrant any special service, pressure, quality, or other facility.
  - d. Subject to the processes and provisions set forth in the Manuals, Developer shall provide to JEA a Service Notice at least thirty (30) days prior to Developer's commencing construction of a Development Unit within the Property. Prior to providing any Service Notice to JEA, Developer shall have provided JEA with the completed design and permitting for the applicable Developer Improvements, if any, with respect to Developer's Development Unit.
  - e. Notwithstanding anything to the contrary contained in this Agreement, the parties recognize that they may be required to obtain approvals from various environmental regulatory authorities having jurisdiction and regulatory power over the construction, maintenance and operation of the Water and Sewer Facilities and Reclaimed Water Facilities before JEA can render services to the Property. Each party will diligently make necessary and proper application to all such authorities and will use its best efforts to obtain such approvals for improvements which are to be permitted by such party. Applications for the approval of Plans and Specifications shall be forwarded by the Developer's Engineer to the applicable regulatory authorities subsequent to JEA's approval of such Plans and Specifications.
14. **Limitations on Liability.**
- a. Each party hereto (and their permitted successors and assigns) shall be an independent contractor and neither shall be an agent of the other.
  - b. 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 and any deadlines for performance of an

obligation herein shall be tolled for the period during the event of force majeure; provided, however, any party affected by an event of force majeure shall provide written notice to JEA, Sawmill and Ryals Creek CDD within a reasonable period of time following the onset of the event of force majeure specifying the nature of the event of force majeure and the anticipated delay in performance. The term force majeure as employed in this Agreement shall be acts of God, strikes, lock-outs, or other industrial disturbances, acts of public enemy, wars, blockades, riots, acts of armed forces, epidemics, delays by carriers, and the inability to obtain materials or right-of-way on reasonable terms, acts of public authorities, acts of vandals, or other third parties, or any other causes whether or not of the same kind as enumerate herein that are not within the reasonable control of the parties, provided each party shall use its good faith efforts to overcome such force majeure event.

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

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

15. **Default and Remedies**. In the event of a breach of this Agreement by one party, the other party shall have all the rights and remedies available at law or in equity. As to any material breach by either party under this Agreement, the breaching party shall proceed in good faith to use all reasonable action to cure such breach. In the event the breaching party fails to cure, non-breaching party may proceed at law or in equity to enforce its rights under this Agreement, including the right to specific performance and mandamus or to terminate this Agreement and recover damages. Each of the parties to this Agreement shall give the other party written notice of any defaults under this Agreement and shall allow the defaulting party thirty (30) days from the date of this receipt of such notice within which to cure any such defaults. Each party hereto agrees that it shall not be entitled to pursue or hereby waives consequential, punitive, special and indirect damages and lost profits.

16. **Notice**. Any notices required to 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 in the introductory paragraph of this Agreement, 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:

VP/GM Water Wastewater Systems  
JEA  
21 West Church Street  
Jacksonville, Florida 32202

Director W/W/W Planning and Development  
JEA  
21 West Church Street  
Jacksonville, Florida 32202

With a copy to:

Office of General Counsel  
City of Jacksonville  
117 West Duval Street, Suite 480  
Jacksonville, Florida 32202

Any Notices to Sawmill or Ryals  
Creek CDD shall include a copy to:

Burr & Forman LLP  
Chris R. Strohmenger, Esq.  
50 N. Laura Street, Suite 3000  
Jacksonville, Florida 32202

17. **Assignments.**

- a. The rights and interests of the Sawmill, Ryals Creek CDD and any Developer under this Agreement may be assigned to any third party in connection with a bona fide sale, lease or other conveyance of either all of the Property or any portion of the Property to which the Water and Sewer Capacity or Reclaimed Water Capacity relates, provided JEA is notified in writing of such assignment and such assignee assumes (and delivered a signed assumption agreement to JEA) all of the 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 to serve the portion of the Property conveyed to such assignee. Notwithstanding and in addition to the foregoing, Sawmill, Developer and/or Ryals Creek CDD may partially assign its rights and obligations under this Agreement to any CDD formed as a unit of special purpose government pursuant to Chapter 190, Florida Statutes having jurisdiction over any portion of the Property, to be constructed by such CDD in which event such CDD shall assume those obligations of the assigning party hereunder only as they relate to Master Improvements to be constructed by such CDD, and JEA is notified in writing of such assignment and delivers a signed assumption agreement to JEA. Upon any such permitted assignment under this Section, the assigning party 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 independent agreements between JEA and such permitted assignees.

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

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

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

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

21. **Representations and Warranties.**

a. Sawmill makes the following representations:

- i. Sawmill is a limited liability company duly organized, validly existing and in good standing in the State of Florida, is authorized to do business in the State and has all requisite corporate power and authority to enter into and fully perform this Agreement.
- ii. All necessary action on the part of the Sawmill 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 Sawmill in accordance with its terms.
- iii. To the best of Sawmill's knowledge, 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 Sawmill and compliance with this Agreement will not violate the terms and conditions of any agreement or instrument to which Sawmill is a party.

b. Ryals Creek CDD makes the following representations:

- i. Ryals Creek CDD is a local, special purpose governmental entity authorized by Chapter 190, Florida Statutes, validly existing and in good standing in the State of Florida, and has all requisite corporate power and authority to enter into and fully perform this Agreement.

- ii. All necessary action on the part of Ryals Creek CDD 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 Ryals Creek CDD in accordance with its terms.
  - iii. To the best of Ryals Creek CDD's knowledge, 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 Ryals Creek CDD and compliance with this Agreement will not violate the terms and conditions of any agreement or instrument to which Ryals Creek CDD is a party.
- c. JEA makes the following representations:
- i. JEA is a duly organized and validly existing body corporate and politic of the State of Florida. JEA has full power and authority to enter into the transaction contemplated by this Agreement.
  - ii. To the best of its knowledge and belief after due inquiry, JEA is not in default under any provisions of the laws of the State of Florida material to the performance of its obligations under this Agreement. JEA has duly authorized the execution and delivery of this Agreement and assuming the due authorization, execution and delivery of this Agreement by the other parties, this Agreement constitutes a valid and legally binding obligation of JEA enforceable in accordance with its terms.
  - iii. To the best of JEA's knowledge and belief after due inquiry, the terms and conditions of this Agreement do not violate the provision of any applicable law or any provision of the constitution of the State of Florida.

*(Signature pages to follow.)*

IN WITNESS WHEREOF, Sawmill, Ryals Creek CDD 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, as of the day and year set forth above.

Signed, sealed and delivered in the presence of:

[Signature]  
Print Name: ROBERT ZAMMITARO

[Signature]  
Print Name: Rosemary Crowder

JEA:

JEA, a body politic and corporate

By: Hai V. Vu

Name: HAI X. VU

Its: VP, WATER & WASTEWATER SYSTEMS

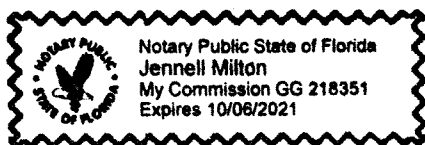
FORM APPROVED BY THE OFFICE OF GENERAL COUNSEL

By: [Signature]  
Name: HARRY M WILSON IV  
Assistant General Counsel

GC-#1450846-v1-  
Active\_44033570\_Active\_15\_v15\_JEA\_UTILITY\_Service\_and\_Cost\_Participation\_Agreement\_(FINAL).DOCX

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 8 day of Sept., 2021 by Hai VU, as representative of JEA, body politic and corporate, on behalf of such corporation. He/she (check one)  is personally known to me, or  has produced a valid driver's license as identification.



[Signature]  
Notary Public, State and County Aforesaid  
Name: Jennell Milton  
My Commission Expires: 10/06/2021  
My Commission Number is: GG 218351

Award #3 6/11/2026 Supporting Documents

Signed, sealed and delivered  
in the presence of:

SAWMILL:

SAWMILL TIMBER, LLC, a Florida limited  
liability company

Katherine Evans  
Print Name: Katherine Evans

By: C.F. Skinner  
Name: CHRISTOPHER F. SKINNER  
Its: Manager

Katherine Evans  
Print Name: Katherine Evans

By: R. T. Skinner  
Name: RANDALL T. SKINNER  
Its: Manager

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of  physical presence  
or  online notarization, this 31<sup>st</sup> day of August, 2021 by C.F. Skinner, as Manager of  
SAWMILL TIMBER, LLC, a Florida limited liability company, on behalf of such company.  
He/she (check one)  is personally known to me, or  has produced a valid driver's license  
as identification.

**PAMELA W. WALKER**  
Notary Public, State of Florida  
My Comm. Expires 10/10/2023  
Commission No. GG359451

Pamela W. Walker  
Notary Public, State and County Aforesaid  
Name: Pamela W. Walker  
My Commission Expires: 10/10/2023  
My Commission Number is: GG359451

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of  physical presence  
or  online notarization, this 31<sup>st</sup> day of August, 2021 by R.T. Skinner, as Manager of  
SAWMILL TIMBER, LLC, a Florida limited liability company, on behalf of such company.  
He/she (check one)  is personally known to me, or  has produced a valid driver's license  
as identification.

**PAMELA W. WALKER**  
Notary Public, State of Florida  
My Comm. Expires 10/10/2023  
Commission No. GG359451


Pamela W. Walker  
Notary Public, State and County Aforesaid  
Name: Pamela W. Walker  
My Commission Expires: 10/10/2023  
My Commission Number is: GG359451

Signed, sealed and delivered  
in the presence of:

RYALS CREEK CDD:

RYALS CREEK COMMUNITY  
DEVELOPMENT DISTRICT, a local, special  
purpose governmental entity authorized by  
Chapter 190, Florida Statutes

  
Print Name: Breanna Bohlen

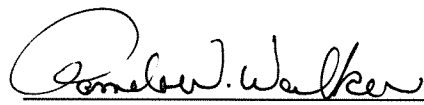
By:   
Name: A. CHESTER SKINNER III  
Its: CHAIRMAN

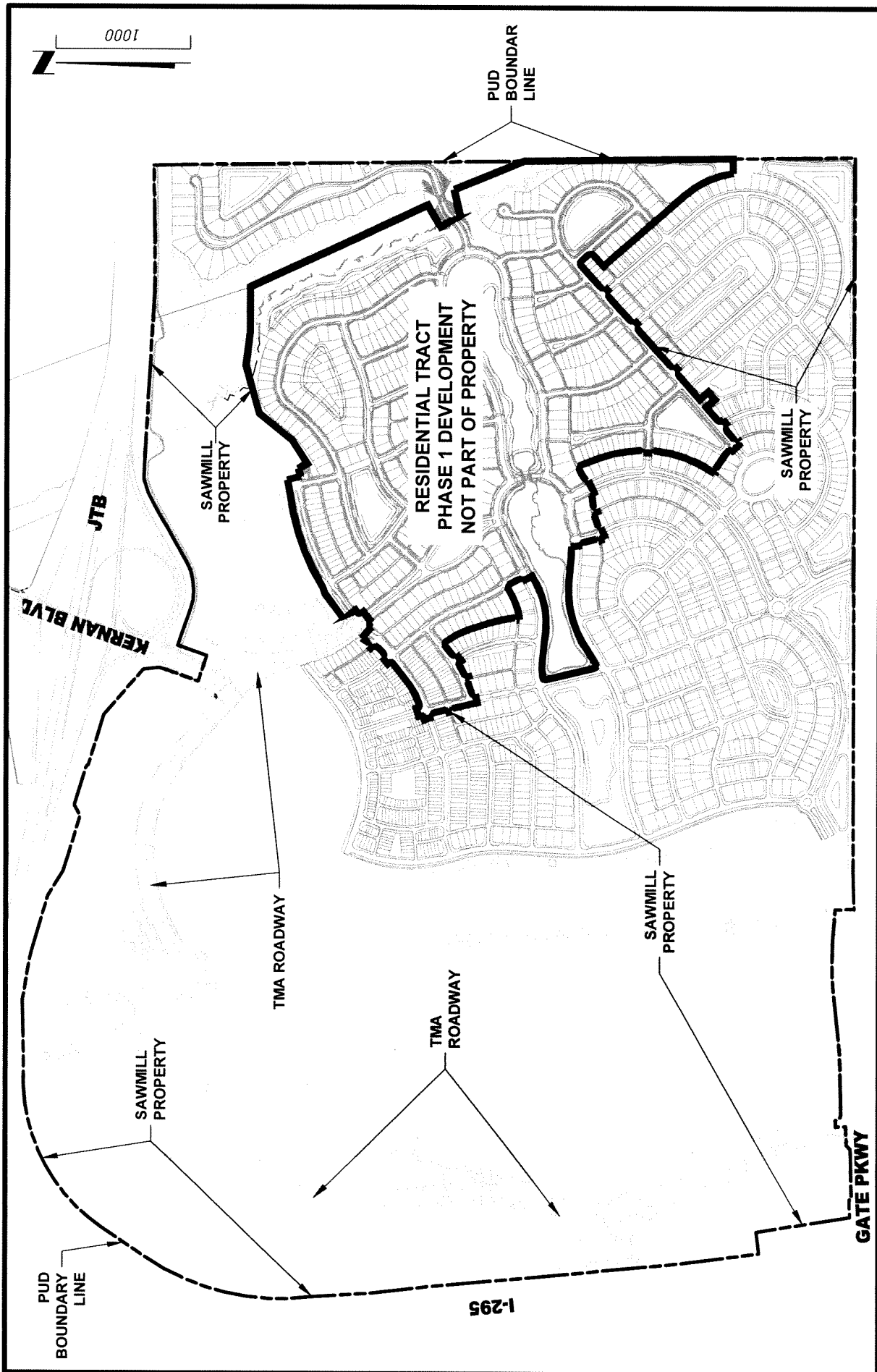
  
Print Name: Katherine Evans

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of  physical presence  
or  online notarization, this 31<sup>st</sup> day of August, 2021 by A.C. Skinner III, as Chairman  
of RYALS CREEK COMMUNITY DEVELOPMENT DISTRICT, a local, special purpose  
governmental entity authorized by Chapter 190, Florida Statutes, on behalf of such entity. He/she  
(check one)  is personally known to me, or  has produced a valid driver's license as  
identification.

**PAMELA W. WALKER**  
Notary Public, State of Florida  
My Comm. Expires 10/10/2023  
Commission No. GG359451

  
Notary Public, State and County Aforesaid  
Name: Pamela W. Walker  
My Commission Expires: 10/10/2023  
My Commission Number is: GG 359451



ETM NO. 19-115-03-001  
DRAWN BY: BCS  
DATE: August 24, 2021  
DRAWING NO. A

# EXHIBIT A - PROPERTY, TMA ROADWAY

SOUTHEAST QUADRANT RESIDENTIAL  
JACKSONVILLE  
FLORIDA

**ETM**  
VISION - EXPERIENCE - RESULTS  
ENGLAND - THIMS & MILLER, INC.  
14775 0th St. Augustine Road, Jacksonville, FL 32256  
TEL: (904) 642-8990 FAX: (904) 646-9485  
REG. -- 2554 - LC -- 01000316

**EXHIBIT A-1**

**Legal Description**

Portions of Sections 8, 9, 16 and 17, Township 3 South, Range 28 East, Jacksonville, Duval County, Florida more particularly described as follows:

For a point of reference, commence at the point of intersection of the centerline of Baymeadows Road East with the centerline of Gate Parkway as said lines are shown on plat of Baymeadows Road East according to plat recorded in the current public records of Jacksonville, Duval County, Florida in Plat Book 54, Pages 9, 9A through 9N and run North 88° 14' 54" East along the Easterly projection of last centerline, a distance of 60.00 feet to a point on the boundary of said plat lying on the line dividing Section 20 and aforesaid Section 17 and the Point of Beginning.

From the Point of Beginning thus described run along the boundary of said plat the following courses: first course, North 01° 14' 16" West, a distance of 110.00 feet; second course, South 88° 14' 54" West, a distance of 140.01 feet; third course, South 43° 14' 54" West, a distance of 39.60 feet; fourth course, South 88° 14' 54" West, a distance of 375.17 feet to a point on the Easterly right of way line of State Road No. 9A (Parcel 103.1-R, a variable width limited access right of way as described in Official Records Volume 8206, Page 968, Public Records of said County); run thence along said right of way as follows: first course, North 01° 45' 06" West, a distance of 18.00 feet; second course, South 88° 14' 54" West, a distance of 300.00 feet; third course, North 12° 32' 47" West, a distance of 95.18 feet; fourth course, North 09° 45' 09" West, a distance of 329.70 feet; fifth course, North 07° 17' 12" West, a distance of 974.64 feet; sixth course, North 05° 20' 43" West, a distance of 1311.16 feet; seventh course, Northerly along the arc of a curve concave Westerly with a radius of 23,074.31 feet, an arc distance of 915.44 feet, said arc being subtended by a chord bearing North 05° 57' 27" West and distance of 915.38 feet; eighth course, North 03° 35' 12" West, a distance of 404.16 feet; run thence Northeasterly along the right of way of State Road No. 9A/J. Turner Butler Boulevard interchange and along the arc of a curve concave Southeasterly with a radius of 1785.00 feet an arc distance of 1307.58 feet to the point of tangency of said curve, said arc being subtended by a chord bearing North 13° 07' 39" East and distance of 1278.54 feet; run thence North 34° 06' 39" East along said right of way, a distance of 394.54 feet to a point of curvature; run thence Northeasterly along said right of way and along the arc of a curve concave Southeasterly with a radius of 1335.00 feet and arc distance of 1377.49 feet to a point on the Southerly right of way line of J. Turner Butler Boulevard, said arc being subtended by a chord bearing North 63° 40' 22" East and distance of 1317.19 feet; run thence Easterly along said right of way and along the right of way of J. Turner Butler Boulevard / Kernan Road Interchange the following courses: first course, North 89° 03' 38" East, a distance of 516.67 feet; second course, South 84° 34' 57" East, a distance of 367.98 feet; third course, South 72° 44' 40" East, a distance of 431.07 feet; fourth course, South 57° 51' 00" East, a distance of 213.98 feet; fifth course, South 72° 44' 40" East, a distance of 432.31 feet; sixth course, North 62° 15' 20" East, a distance of 91.93 feet; seventh course, South 72° 44' 40" East, a distance of 300.24 feet; eighth course, South 42° 45' 00" East, a distance of 19.99 feet; ninth course, South 72° 44' 40"

## Award #3 6/11/2026 Supporting Documents

East, a distance of 389.01 feet; tenth course, South 49° 04' 07" East, a distance of 450.10 feet; eleventh course, South 04° 58' 11" East, a distance of 121.52 feet; twelfth course, South 19° 19' 33" West, a distance of 300.00 feet; thirteenth course, South 70° 40' 27" East, a distance of 200.00 feet; fourteenth course, North 19° 19' 33" East, a distance of 300.00 feet; fifteenth course, North 25° 25' 20" East, a distance of 188.33 feet; sixteenth course, North 89° 14' 38" East, a distance of 1092.51 feet; seventeenth course, South 86° 40' 14" East, a distance of 1340.15 feet; eighteenth course, Easterly along the arc of a curve concave Northerly with a radius of 4733.66 feet, an arc distance of 375.25 feet to the point of tangency of said curve, said arc being subtended by a chord bearing South 88° 27' 40" East and distance of 375.15 feet; nineteenth course, North 89° 16' 04" East, a distance of 677.11 feet to a point lying on the line dividing Section 15 and Section 16, Township and Range aforementioned; run thence South 00° 50' 36" East, along said Section line, a distance of 5223.99 feet to the Southeast corner of said Section 16; run thence 89° 57' 47" West along the Southerly line of said Section, a distance of 5339.72 feet to the corner common to Section 16, 17, 20 and 21, Township and Range aforementioned; run thence 88° 14' 51" West along the Southerly line of said Section 17, a distance of 1887.13 feet to the Point of Beginning.

**LESS AND EXCEPT ANY AND ALL OF THE FOREGOING PROPERTY SUBJECT TO THAT CERTAIN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 17341, PAGE 1301.**

FURTHER LESS AND EXCEPT ANY AND ALL OF THE FOREGOING PROPERTY CONVEYED TO THE DEPARTMENT OF TRANSPORTATION RECORDED IN OFFICIAL RECORDS BOOK 19141, PAGE 246; AND CORRECTIVE DEED IN OFFICIAL RECORDS BOOK 19244, PAGE 2324.

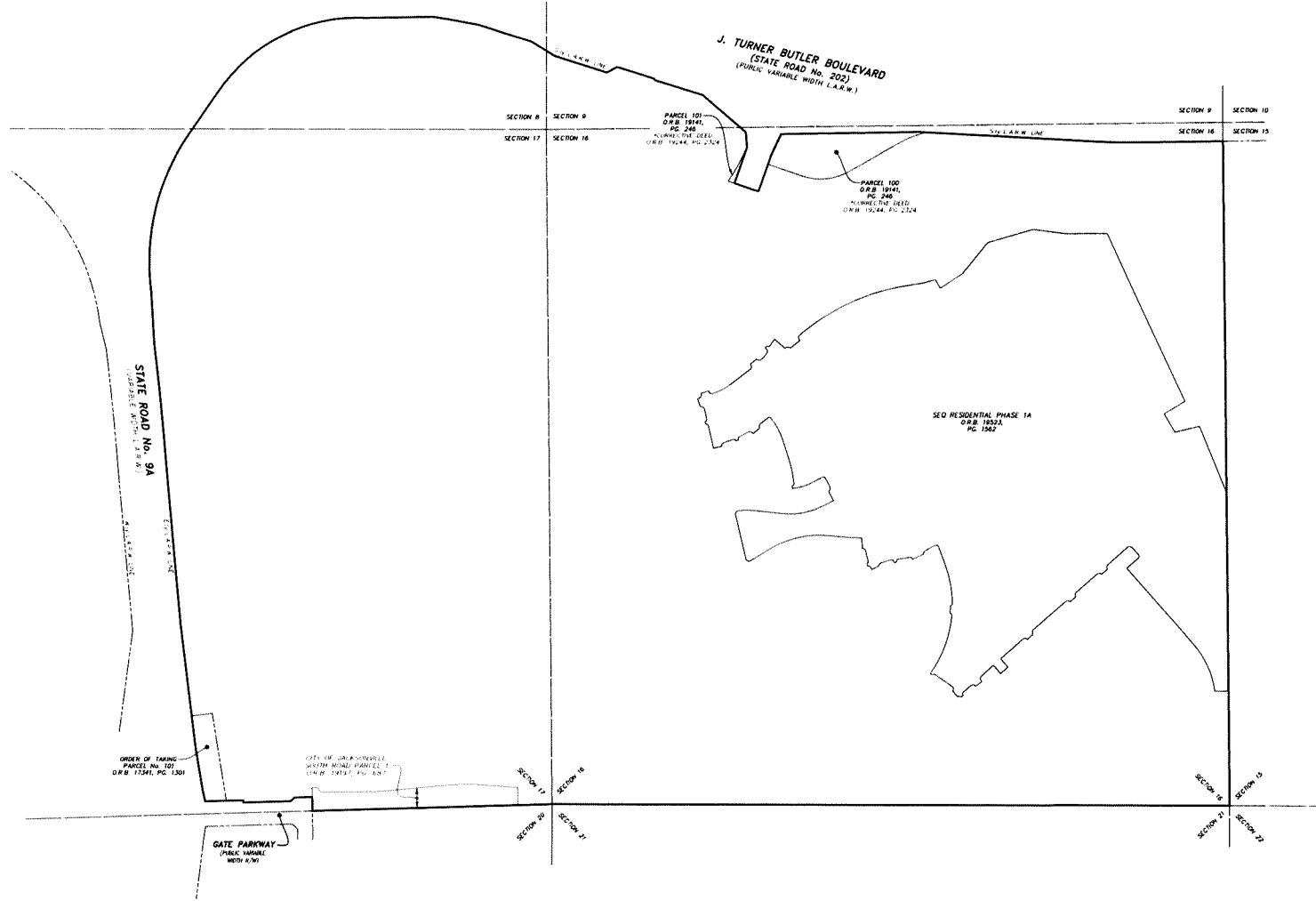
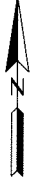
FURTHER LESS AND EXCEPT ANY AND ALL OF THE FOREGOING PROPERTY CONVEYED TO THE CITY OF JACKSONVILLE RECORDED IN OFFICIAL RECORDS BOOK 19197, PAGE 687.

FURTHER LESS AND EXCEPT ANY AND ALL OF THE FOREGOING PROPERTY CONVEYED TO DRP FL 2 RECORDED IN OFFICIAL RECORDS BOOK 19523, PAGE 1562.

FURTHER LESS AND EXCEPT ANY AND ALL OF THE FOREGOING PROPERTY CONVEYED TO THE CITY OF JACKSONVILLE FOR RIGHT OF WAY PURPOSES.

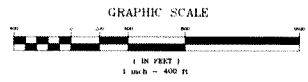
EXHIBIT TO SHOW

A PORTION OF SECTIONS 8, 9, 16 AND 17, TOWNSHIP 3 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA.



LEGEND:  
 O.R.B. OFFICIAL RECORDS BOOK  
 P.C. PAGE  
 L.A.R.W. LIMITED ACCESS RIGHT OF WAY

GENERAL NOTES:  
 1) THIS IS NOT A SURVEY.  
 2) THE PURPOSE OF THIS EXHIBIT IS TO DEPICT LANDS UNDER THE MASTER DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS, AND RESTRICTIONS FOR 7 PHASES AS PROVIDED BY THE CLIENT.  
 3) SECTION AND/OR LOT LINES DEPICTED HEREON ARE GRAPHIC REPRESENTATIONS ONLY UNLESS OTHERWISE DENOTED.



SCALE 1"=400'  
 DATE AUGUST 18, 2021  
 COUNTY DUVAL  
 SHEET NO. 256-278(2)  
 FILE NO. 256-278(2)

Projected PUD Development Schedule			
Land Use	Units	GPD(ADF)/Unit	Total (Units)
Single Family	DU	280	1,569
Townhome	Unit	250	400
Multi Family	Bedroom	80	6,338
Assisted Living Facility	Bedroom	100	100
Hotel	Room	100	100
Movie Theatre	Seat	4	2,400
Office	SF	0.15	1,545,000
Commercial	SF	0.40	1,384,000

**THE UNIT TOTALS MAY BE ALTERED PROVIDED THE TOTAL WASTEWATER FLOW DOES NOT INCREASE.**

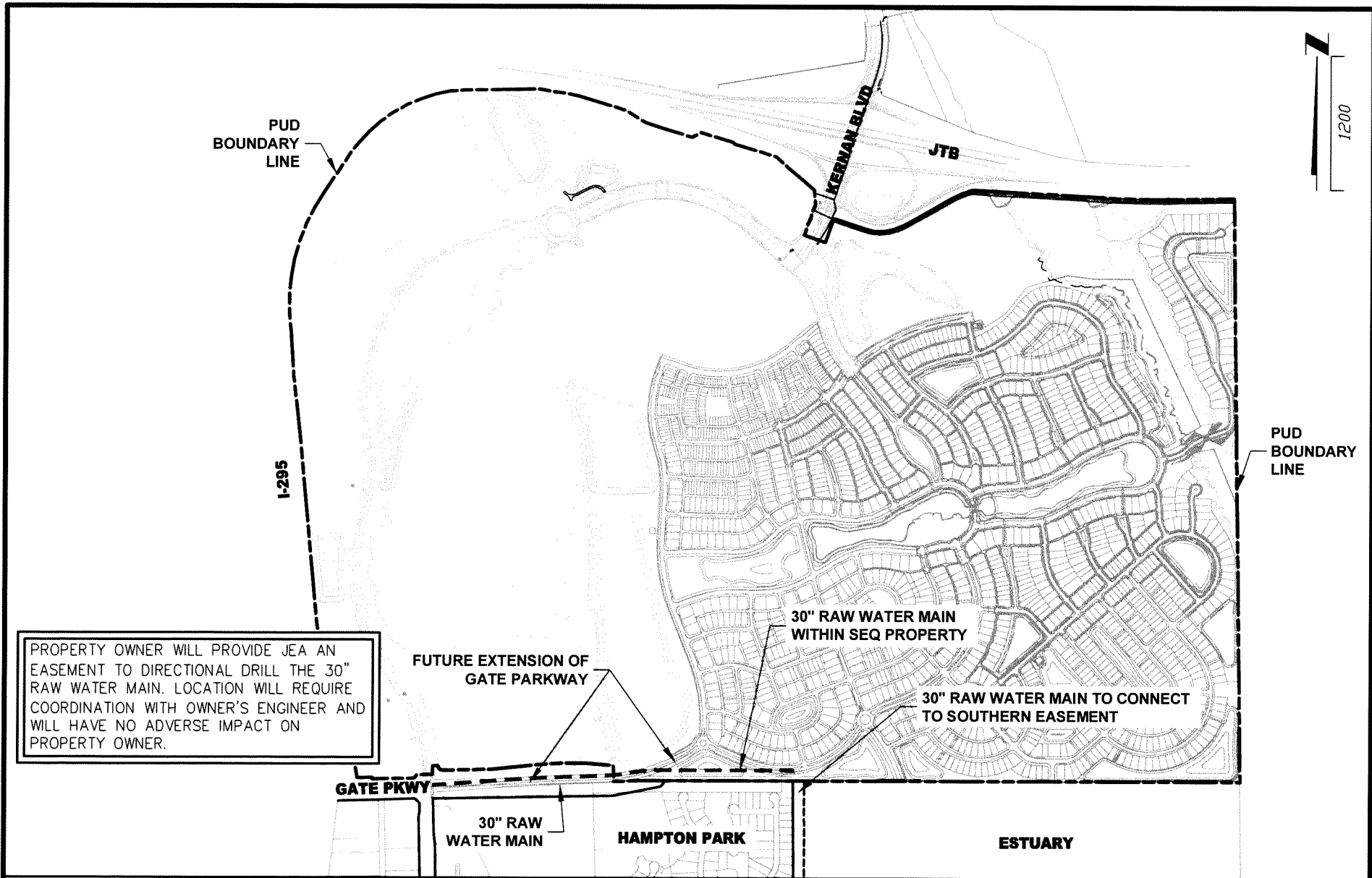
NOTE:  
 1. INCLUDES DEVELOPMENT WITHIN RESIDENTIAL TRACT PHASE 1.  
 2. ONE ERC = 280 GPD.



**ETM**  
 VISION - EXPERIENCE - RESULTS  
 ENGLAND - THIMS & MILLER, INC.  
 14775 Old St. Augustine Road, Jacksonville, FL 32258  
 TEL: (904) 642-8990, FAX: (904) 646-9485  
 REG - 2584 LC - 0000316

**EXHIBIT B - PROJECTED PUD DEVELOPMENT SCHEDULE**  
**SOUTHEAST QUADRANT RESIDENTIAL JACKSONVILLE FLORIDA**

ETM NO. 19-115-03-001
DRAWN BY: BCS
DATE: August 26, 2021
DRAWING NO. B



PROPERTY OWNER WILL PROVIDE JEA AN EASEMENT TO DIRECTIONAL DRILL THE 30" RAW WATER MAIN. LOCATION WILL REQUIRE COORDINATION WITH OWNER'S ENGINEER AND WILL HAVE NO ADVERSE IMPACT ON PROPERTY OWNER.

**ETM**  
 VISION - EXPERIENCE - RESULTS  
 ENGLAND - THIMS & MILLER, INC.  
 14775 Old St. Augustine Road, Jacksonville, FL 32258  
 TEL: (904) 642-8990, FAX: (904) 646-9485  
 REG - 2584 LC - 0000316

**EXHIBIT C - RAW WATER EXHIBIT**  
**SOUTHEAST QUADRANT RESIDENTIAL**  
**JACKSONVILLE**  
**FLORIDA**

ETM NO. 19-115-03-001
DRAWN BY: BCS
DATE: August 24, 2021
DRAWING NO. C - PAGE 1 OF 4

PUD  
BOUNDARY  
LINE

I-295

1200

PHASE 1  
TRANSMISSION  
REUSE MAIN  
AREA

PHASE 2  
TRANSMISSION  
REUSE MAIN  
AREA

ROAD A

PHASE 1  
PHASE 2

REUSE DISTRIBUTION MAIN STUBOUTS  
FROM TRANSMISSION MAIN AS  
NECESSARY TO SERVE DEVELOPMENT  
(TYP.)

ROAD B

FUTURE

ROAD C

PUD  
BOUNDARY  
LINE

GATE PKWY

HAMPTON PARK

ESTUARY

NOTE:  
ALL LATERAL BRANCHES OFF OF THE 30"  
REUSE MAIN SHALL BE PART OF THE  
CONSTRUCTION AND PAID FOR BY JEA.

**ETM**

VISION - EXPERIENCE - RESULTS  
ENGLAND - THIMS & MILLER, INC.

14775 Old St. Augustine Road, Jacksonville, FL 32256  
TEL: (904) 642-8990, FAX: (904) 646-9485  
REG - 2584 LC - 0000316

**EXHIBIT D - REUSE EXHIBIT**  
**PAGE 1 OF 2 - SITE PLAN**  
**SOUTHEAST QUADRANT RESIDENTIAL**  
**JACKSONVILLE**  
**FLORIDA**

ETM NO. 19-115-03-001

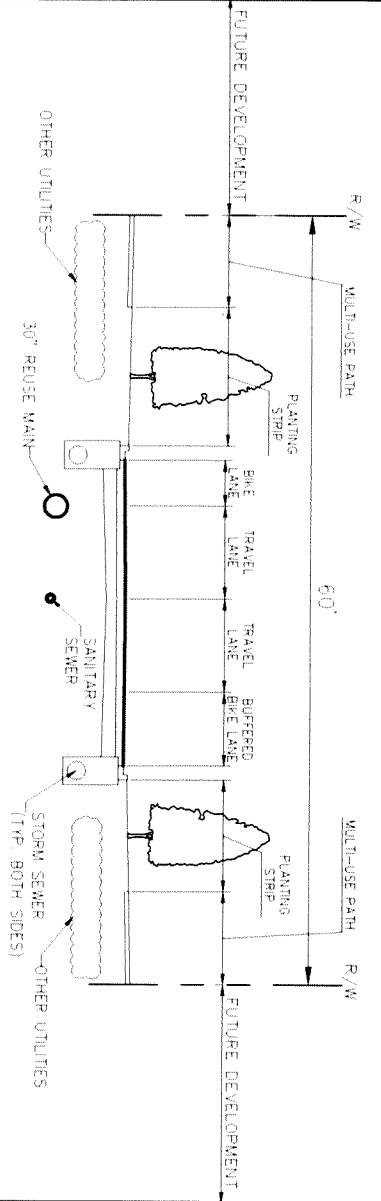
DRAWN BY: BCS

DATE: August 24, 2021

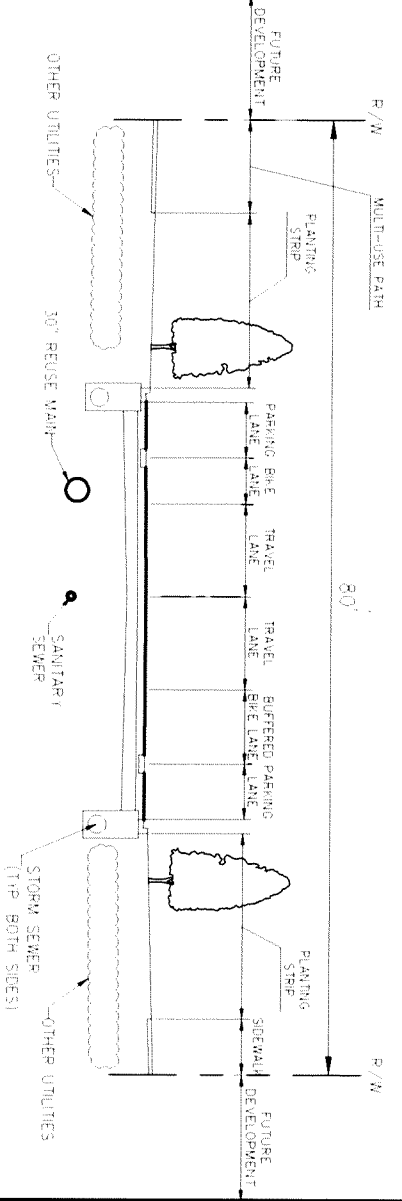
DRAWING NO. D - PAGE 1 OF 2

T:\2019\19-115\19-115-03\19-115-03-001\LandDev\Design\Plots\Exhibits\Exhibit D - Reuse Exhibit.dwg PLOTTED: August 24, 2021 - 5:15 PM. BY: CAD Test

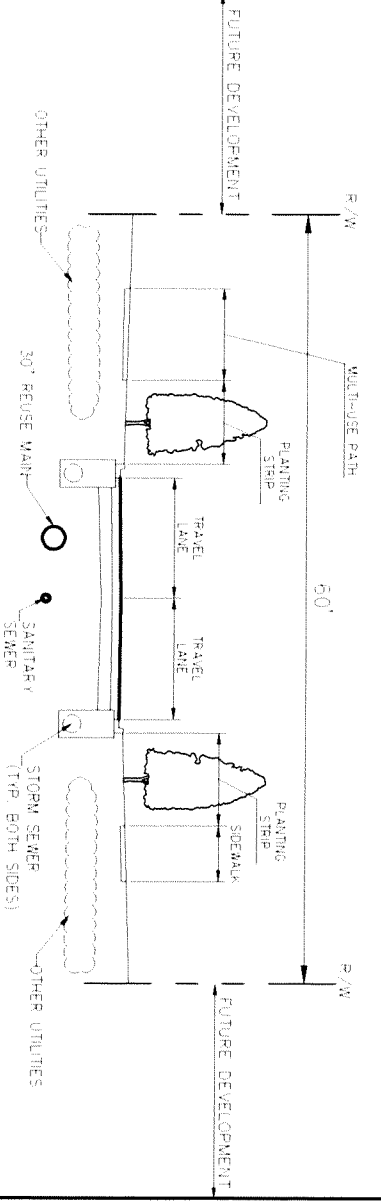
**NOTE:**  
 1. THESE SECTIONS INDICATE A RANGE OF LOCATIONS ACCEPTABLE TO JEA. ACTUAL LOCATION TO BE DETERMINED AT TIME OF DESIGN.  
 2. THE PROVIDED TYPICAL SECTIONS COULD BE UTILIZED ALONG THE PROPOSED 30" REUSE MAIN ROUTE PER EXHIBIT 1 OF 2.



**TYPICAL SECTION A**



**TYPICAL SECTION B**



**TYPICAL SECTION C**

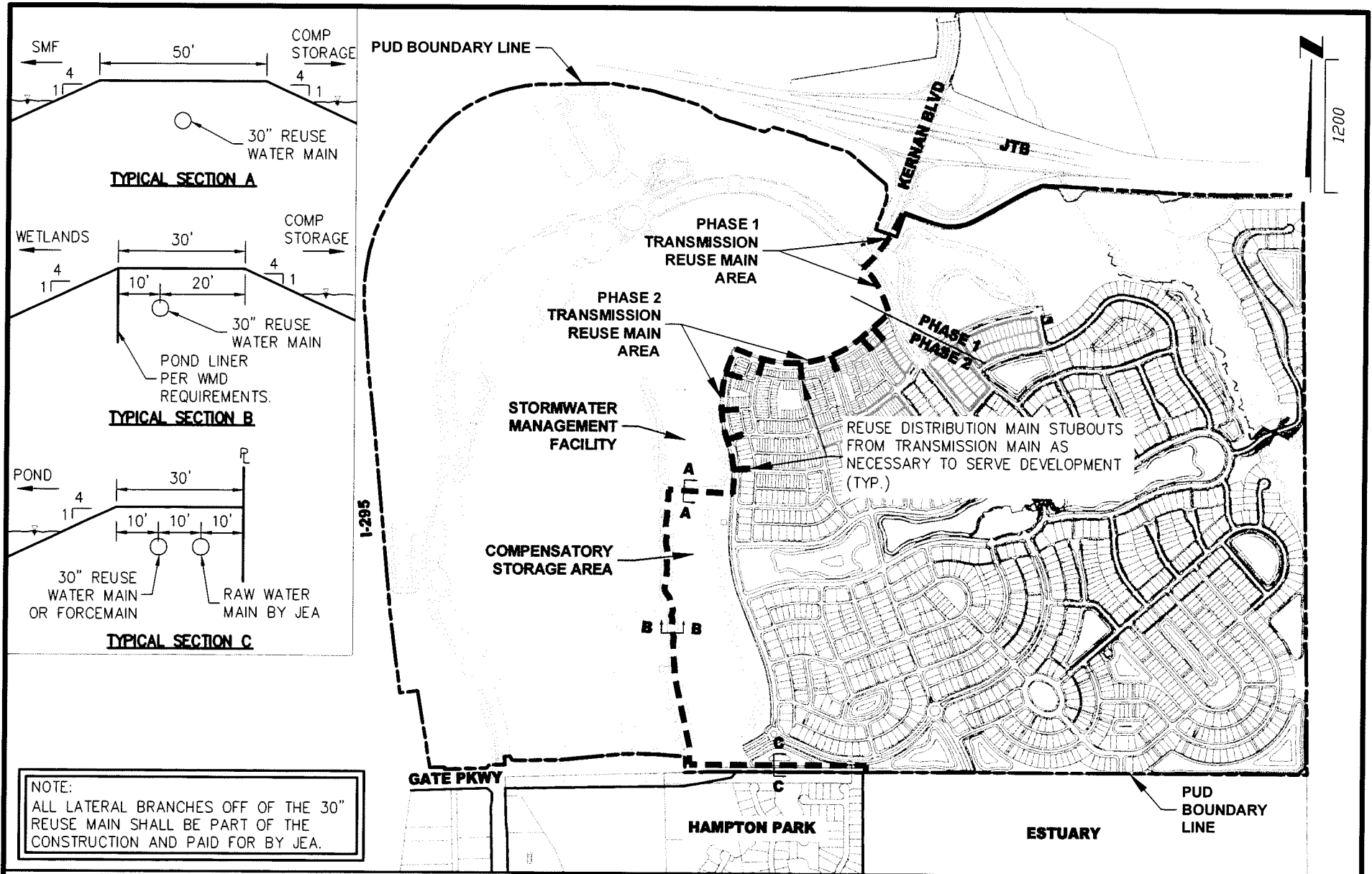
15' MIN. SEPARATION BETWEEN HABITABLE BUILDING FOUNDATION AND 30" REUSE MAIN WITHOUT FOUNDATION PROTECTION

ETM NO. 19-115-03-001
DRAWN BY: BCS
DATE: August 24, 2021
DRAWING NO. D - PAGE 2 OF 2

**EXHIBIT D - REUSE EXHIBIT  
 PAGE 2 OF 2 - TYPICAL SECTIONS  
 SOUTHEAST QUADRANT RESIDENTIAL  
 JACKSONVILLE  
 FLORIDA**

**ETM**  
 VISION - EXPERIENCE - RESULTS  
 ENGLAND - THIMS & MILLER, INC.  
 14775 Old St. Augustine Road, Jacksonville, FL 32258  
 TEL: (904) 642-8990, FAX: (904) 646-9485  
 REG - 2584 LC - 0000316

T:\2019\19-115-03-001\LandDev\Design\Exhibits\Exhibit D - Typical Sections\dwg\ETM.dwg August 24, 2021 - 5:15 PM. By: CAD Test



**ETM**

VISION - EXPERIENCE - RESULTS  
ENGLAND - THIMS & MILLER, INC.

14775 Old St. Augustine Road, Jacksonville, FL 32258  
TEL: (904) 642-8990, FAX: (904) 646-9485  
REG - 2584 LC - 0000316

**EXHIBIT D1 - REUSE EXHIBIT ALTERNATIVE**

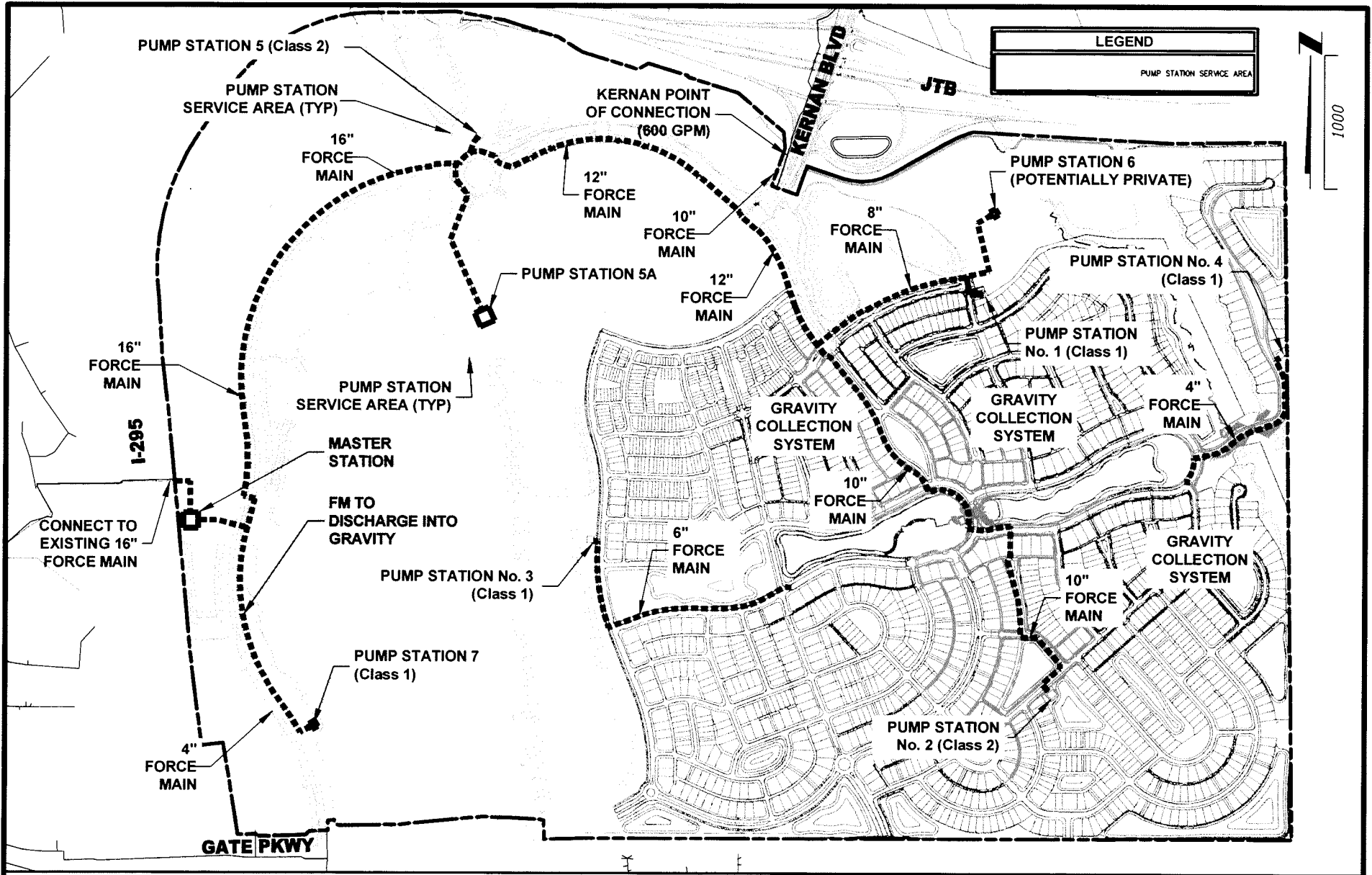
**SOUTHEAST QUADRANT RESIDENTIAL  
JACKSONVILLE  
FLORIDA**

ETM NO. 19-115-03-001

DRAWN BY: BCS

DATE: August 24, 2021

DRAWING NO. D1



**ETM**

VISION - EXPERIENCE - RESULTS  
ENGLAND - THIMS & MILLER, INC.

14775 Old St. Augustine Road, Jacksonville, FL 32258  
TEL: (904) 642-8990, FAX: (904) 646-9485  
REG. - 2584 LC - 0000316

**EXHIBIT E - SEWER EXHIBIT**

**SOUTHEAST QUADRANT RESIDENTIAL  
JACKSONVILLE  
FLORIDA**

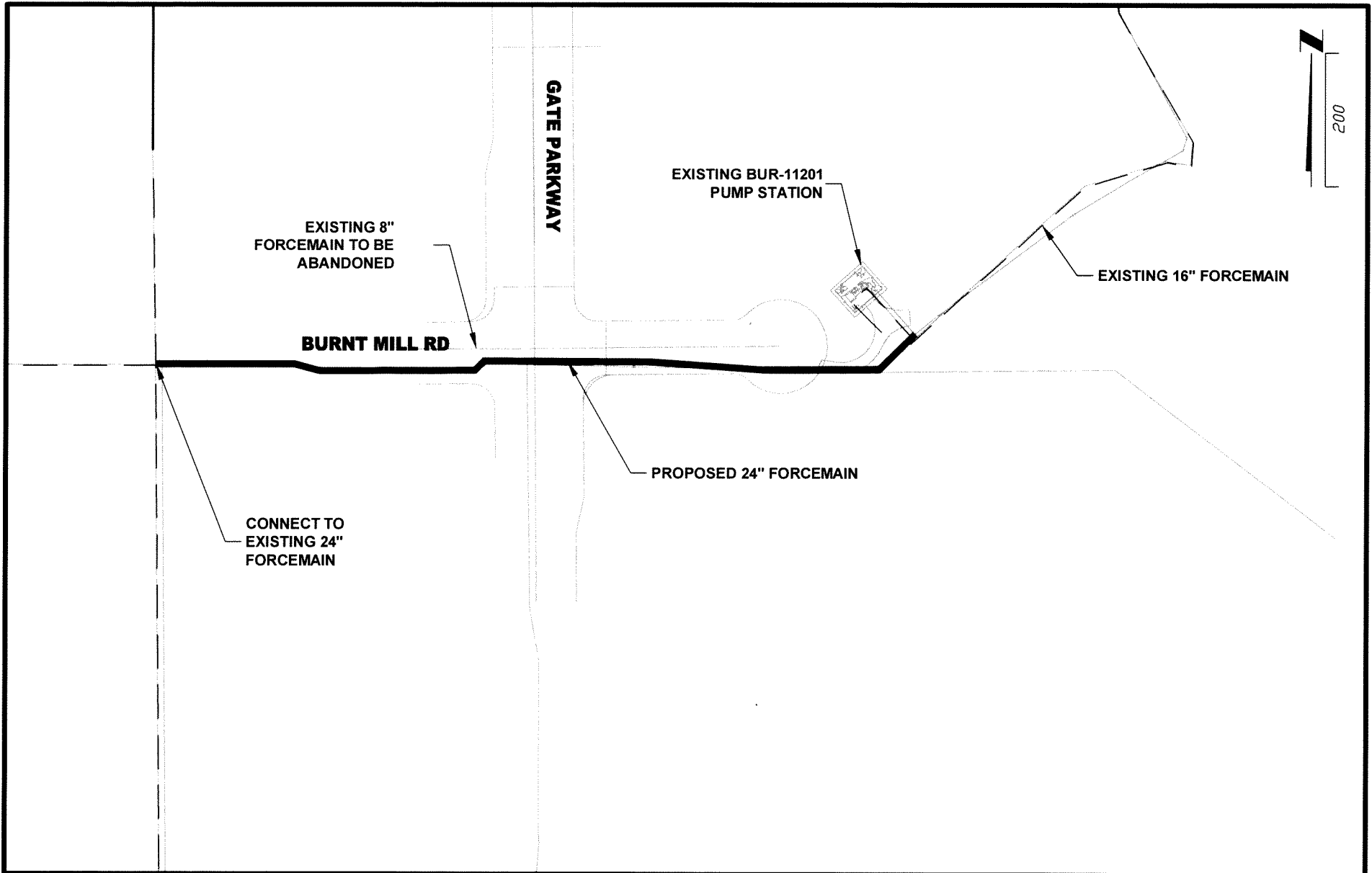
ETM NO. 19-115-03-001

DRAWN BY: BCS

DATE: August 24, 2021

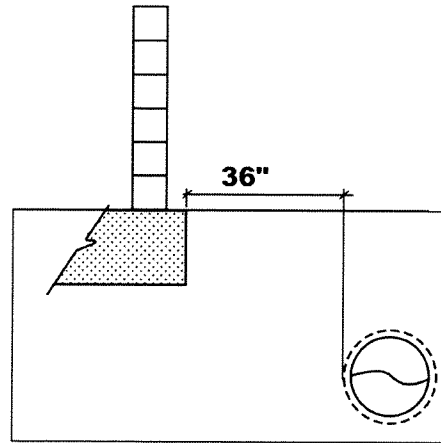
DRAWING NO. E

T:\2019\19-115-03-001\LandDev\Design\Plots\Exhibits\Exhibit E - Sewer Exhibit.dwg PLOTTED: August 24, 2021 - 5:18 PM, BY: CAD Test

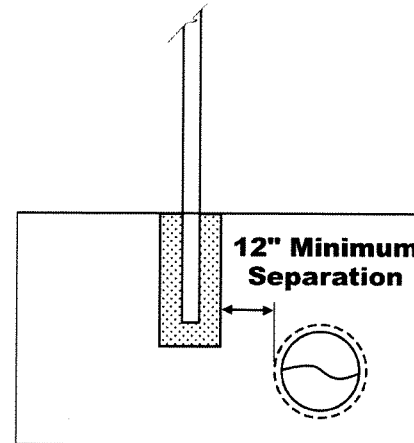


 <p><b>ETM</b> VISION - EXPERIENCE - RESULTS ENGLAND - THIMS &amp; MILLER, INC. 14775 Old St. Augustine Road, Jacksonville, FL 32258 TEL: (904) 642-8990, FAX: (904) 646-9485 REG - 2584 LC - 0000316</p>	<p><b>EXHIBIT F - OFF SITE SEWER IMPROVEMENTS</b></p> <p><b>SOUTHEAST QUADRANT RESIDENTIAL JACKSONVILLE FLORIDA</b></p>		ETM NO. 19-115-03-001
			DRAWN BY: BCS
			DATE: August 24, 2021
			DRAWING NO. F

T:\2019\19-115-03\19-115-03-001\LandDev\Design\Exhibits\Exhibit F - Off Site Sewer Report\Exhibit F.dwg, 2021 - 5:19 PM, BJC, CAD Test



**Decorative Column or Sign**



**Fence Post or Gate Post**

Separation of Water, Wastewater and Reclaimed Mains from non-main or utility facilities shall be in accordance with the JEA Water and Wastewater Standards except as shown on Exhibit G.

For structures that are related to signs, traffic signal masts, entrance/exit features and similar type amenities, the separation from water, wastewater and reclaimed mains shall be in accordance with the standards. In the event the specified distance cannot be met, the affected main shall maintain a separation of not less than 36" from the foundation of the structure and one of the following mitigating measures be taken:

1. One full length of ductile iron water or reclaimed main shall be centered from the point where the water or reclaimed main is closest to the foundation structure  
or
2. The water or reclaimed main shall be installed within a steel casing that extends 10' in both directions from the foundation of the structure  
or
3. The water or reclaimed main shall be encased in concrete for a distance that extends 10' in both directions from the foundation of the structure.

In all instances a hold harmless agreement will be provided for those instances where the above mitigation is required.



VISION - EXPERIENCE - RESULTS  
ENGLAND - THIMS & MILLER, INC.

14775 Old St. Augustine Road, Jacksonville, FL 32258  
TEL: (904) 642-8990, FAX: (904) 646-9485  
REG - 2584 LC - 0000316

# EXHIBIT G

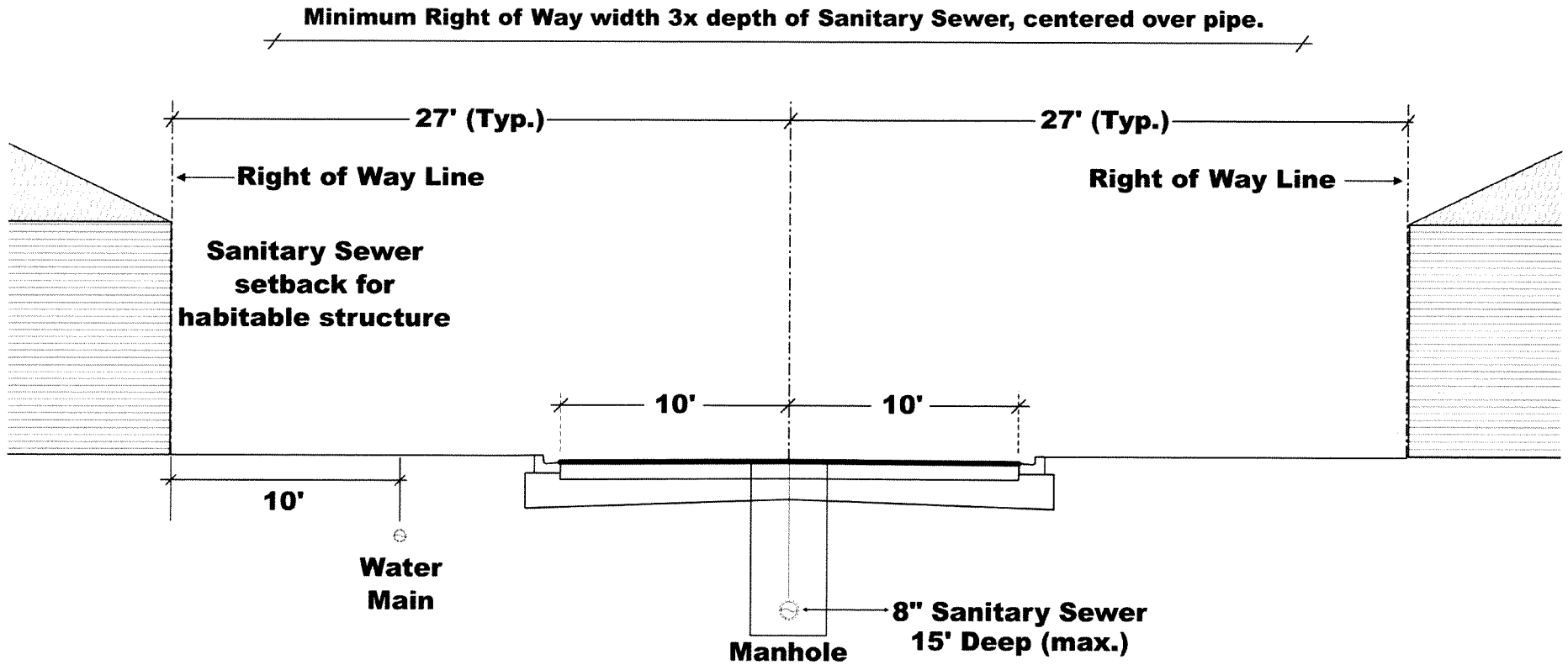
**SOUTHEAST QUADRANT RESIDENTIAL  
JACKSONVILLE  
FLORIDA**

ETM NO. 19-115-03-001

DRAWN BY: BCS

DATE: August 26, 2021

DRAWING NO. G - 1 of 4



**ETM**

VISION - EXPERIENCE - RESULTS  
 ENGLAND - THIMS & MILLER, INC.  
 14775 Old St. Augustine Road, Jacksonville, FL 32258  
 TEL: (904) 642-8990, FAX: (904) 646-9485  
 REG - 2584 LC - 0000316

**EXHIBIT G - Roadway Detail**

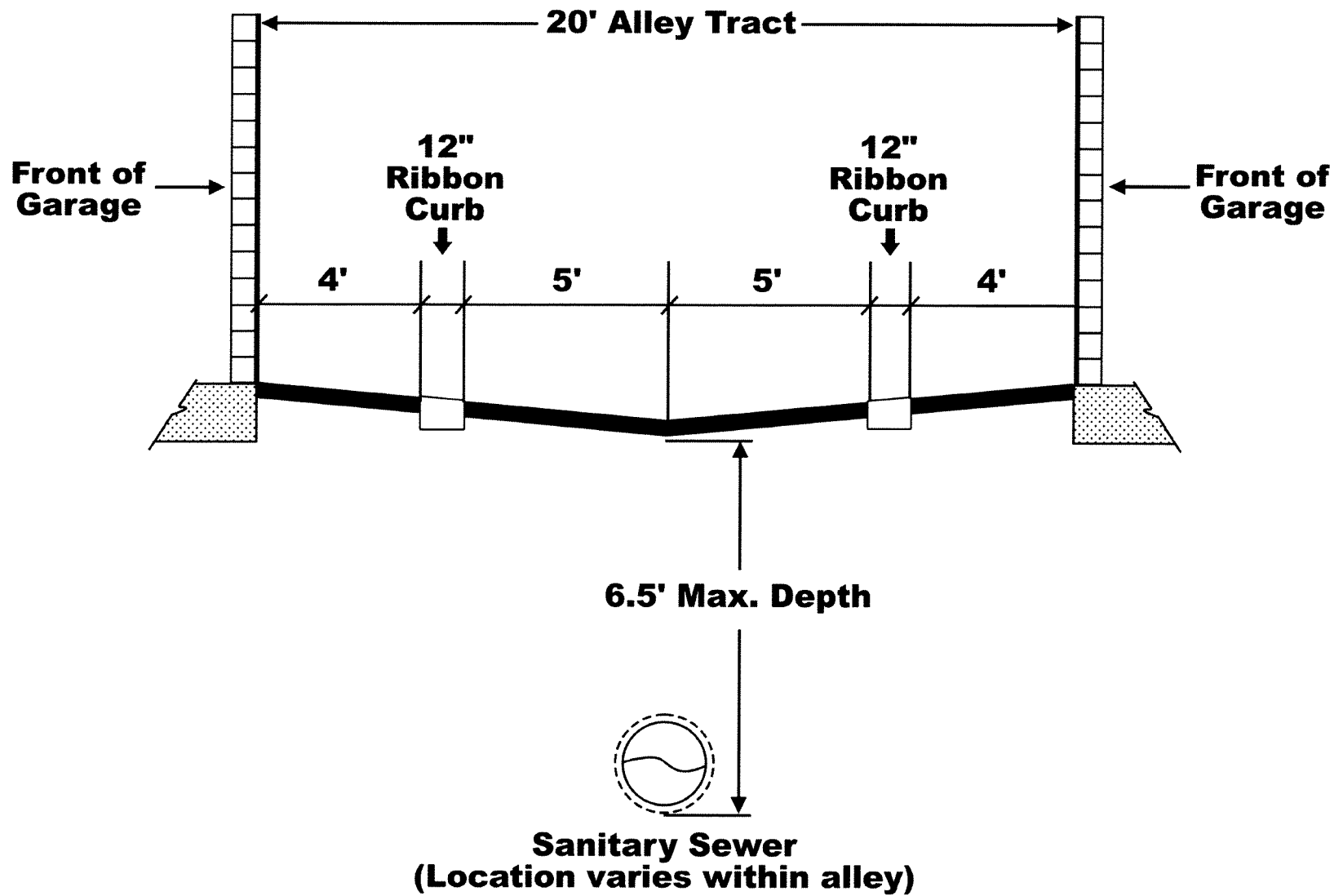
**SOUTHEAST QUADRANT RESIDENTIAL  
 JACKSONVILLE  
 FLORIDA**

ETM NO. 19-115-03-001

DRAWN BY: BCS

DATE: August 26, 2021

DRAWING NO. G - 2 of 4



VISION - EXPERIENCE - RESULTS  
ENGLAND - THIMS & MILLER, INC.

14775 Old St. Augustine Road, Jacksonville, FL 32258  
TEL: (904) 642-8990, FAX: (904) 646-9485  
REG - 2584 LC - 0000316

## EXHIBIT G - Alley Detail

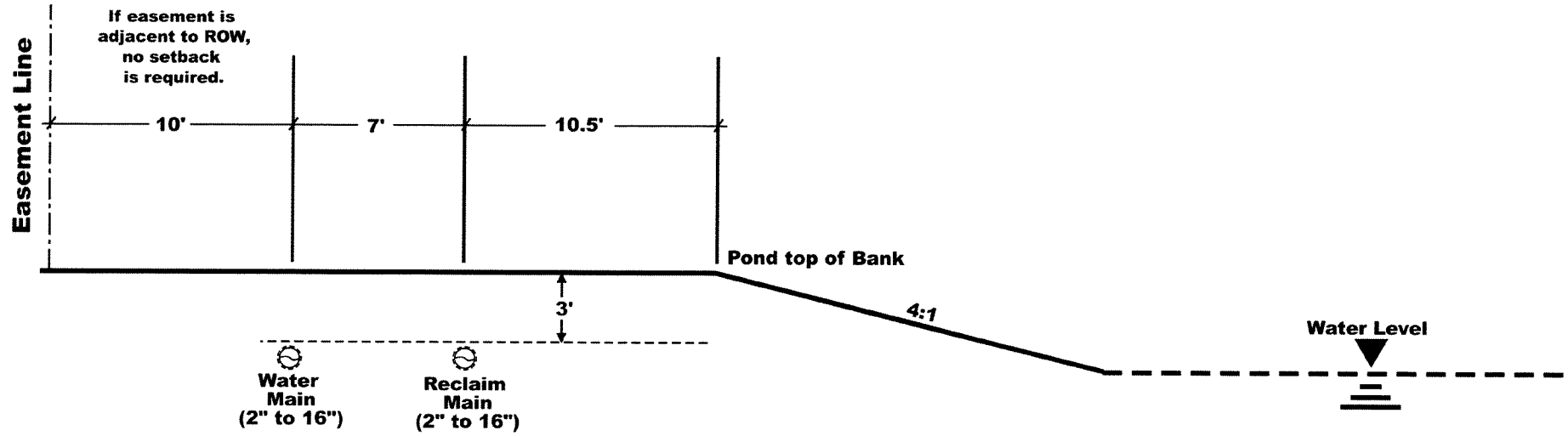
SOUTHEAST QUADRANT RESIDENTIAL  
JACKSONVILLE  
FLORIDA

ETM NO. 19-115-03-001

DRAWN BY: BCS

DATE: August 26, 2021

DRAWING NO. G - 3 of 4



VISION - EXPERIENCE - RESULTS  
 ENGLAND - THIMS & MILLER, INC.  
 14775 Old St. Augustine Road, Jacksonville, FL 32258  
 TEL: (904) 642-8990, FAX: (904) 646-9485  
 REG - 2584 LC - 0000316

## EXHIBIT G - Easement at Pond Bank

**SOUTHEAST QUADRANT RESIDENTIAL  
 JACKSONVILLE  
 FLORIDA**

ETM NO. 19-115-03-001

DRAWN BY: BCS

DATE: August 26, 2021

DRAWING NO. G - 4 of 4





Award #3 6/11/2026 Supporting Documents

2024-4014 Buckfield Crossing

Pre bid attendance

- A Mobilization and site prep
- B Roadway earthwork
- C Roadway construction
- D Hardscape and sidewalk
- E Storm drainage system
- F Paving and drainage asbuilts
- G JEA Water distribution system
- H JEA sanitary sewer system
- I JEA reuse water distribution system
- J JEA 30" reuse water distribution system
- K JEA 30" Reuse asbuilts
- L JEA 30" reuse main bonding/warranty
- M JEA 30" reuse services
- N water and sewer asbuilts
- O Seeding and mulching
- P Signage
- Q Sediment and erosion control
- R Stormwater pollution prevention
- S Bonding/warranty
- T JEA electrical
- U Landscaping and irrigation

Total  
Score

JEA Participation Amount (Reuse)  
Total JEA Participation

Delta

Award #3 6/11/2026 Supporting Documents

y			Engineer's Estimate
Vallencourt Construction Co., Inc.			
\$ 55,411.52			\$ 79,000.00
\$ 128,824.26			\$ 128,915.00
\$ 989,752.61			\$ 969,750.00
\$ 193,125.80			\$ 192,720.00
\$ 1,627,016.79			\$ 1,642,950.00
\$ 7,646.06			\$ 7,500.00
\$ 477,063.74			\$ 486,500.00
\$ 262,984.38			\$ 262,920.00
\$ 90,859.29			\$ 94,375.00
\$ 1,236,048.08			\$ 1,240,200.00
\$ 4,969.94			\$ 5,000.00
\$ 13,211.57			\$ 13,200.00
\$ 72,272.10			\$ 72,500.00
\$ 7,646.06			\$ 7,500.00
\$ 1,948.45			\$ 1,995.00
\$ 61,957.27			\$ 61,650.00
\$ 15,555.03			\$ 15,522.50
\$ 19,504.35			\$ 19,200.00
\$ 41,067.59			\$ 41,200.00
\$ 750,000.00			\$ 377,500.00
\$ 180,996.98			\$ 185,000.00
\$ 6,237,861.87			\$ 5,905,097.50

\$ 1,254,229.59    \$ 627,114.80    \$ 1,258,400.00  
 \$ 1,254,229.59

-25%

## Award #3 6/11/2026 Supporting Documents

less than JEA estimate

Advertisement	7/9/2025	0	
Prebid	7/16/2025	7	
Addendum 1	7/24/2025	13	
Addendum 2	8/5/2025	1	
Last day for questions	7/30/2025	7	
Bid date	8/6/2025	28	
New bid date (1)	8/8/2025	30	
New bid date (2)	8/11/2025	33	6

Award #3 6/11/2026 Supporting Documents

JEA Estimate
\$ 1,663,531.00
\$ 1,663,531.00

JEA Participation %

100

\$ 1,663,531.00  
\$ 1,663,531.00

\$ 627,115.00  
\$ 627,115.00  
\$ 700,000.00  
\$ 700,000.00  
\$ 1,395,770.00

Award #3 6/11/2026 Supporting Documents

\$ 4,050,000.00

Award #3 6/11/2026 Supporting Documents

Participation Summary			
Transmission participation analysis		JEA Participation	
Number of units	1,924	ERC	180 feet 16" WM at 44% \$ -
			4180 feet 24" RWM at 100% \$ -
Max transmission length (ERCs x 12)	23,088	feet	
2023-3409 - 16" WM	180	feet	
2023-3315 - 16" WM	5,400	feet	
Total	5,580	feet	
			<b>Total participation \$ -</b>

12803.48  
 16557 3753.52  
 430  
 4183.52



---

## Amendment 01

JUNE 01, 2026

### Scope of Services Engineering Services During Construction for: 146-07 Ponte Vedra WWTF Improvements

#### Article A. Purpose

The purpose of this Amendment No. 1 is to provide the costs regarding Post Design Services (Services During Construction) of the original contract between Mott MacDonald Florida LLC and JEA. (JEA11645).

#### Article B. Scope of Services

The following tasks include Consultant's overall scope of services for the project.

##### Task 1 - Project Management:

- 1.1) Prepare Detailed Scope of Services and Work Plan with Timeline (Work Schedule).  
QT = 1.
- 1.2) Conformed Documents: After the Contract has been awarded to the Contractor by Owner, and after directive issued by Owner, Consultant will develop Conformed Documents (technical specifications and drawings only). Consultant will combine drawing and specification modifications by addenda into the Conformed Documents. After the documents are Conformed, Consultant shall issue for construction (IFC) two full-size signed/sealed Conformed Documents to the Owner and one (1) full-size signed/sealed Conformed Documents to the Contractor. In addition, a digital version of the Conformed Documents (CAD and .pdf) will be submitted to Owner and Contractor. QT = 1.
- 1.3) Prepare monthly invoices to Owner for review and approval. Once approved, Consultant will submit the invoice for processing. QT = 30.

##### Task 2 - Post Design Services:

- 2.1) Pre-Construction Meeting: Consultant staff will participate and attend preconstruction meeting before starting construction, at a time convenient to Owner and Contractor. Consultant staff will in the pre-construction meeting answer technical questions. Consultant will prepare a list of the topics discussed in the meeting and provide these to the Owner for distribution to all attendees. Technical Specifications 01200. QT = 1.

- 2.2) Construction Progress Meetings: Consultant's project manager (PM) and project engineer (PE) will visit the site prior to the start of each progress meeting to observe, as an experienced and qualified design professional, the progress, and the quality of the executed work of the Contractor and determine, in general, if such work is proceeding in accordance with the Contract Documents. The Consultant's PM will identify any errors or deficiencies in the work observed during the site visit, during the progress meeting, and in the site trip reports. Additionally, the Discipline Lead, or equally-qualified professional from the following disciplines will make site visits, as required, to evaluate activities related to their specific area of expertise: Structural, Electrical, Instrumentation, Process and Mechanical/HVAC/Plumbing. These site visits will be conducted to observe construction activity, evaluate conformance with the Contract Documents, and resolve design related issues with the Contractor, particularly related to equipment installation, electrical system, and control system installation and programming. Site visit reports and construction progress minutes will be produced and submitted to Owner to document observations during the site visits and discussions/decisions occurring during the progress meetings. Technical Specifications 01200. **QT = 30.**
- 2.3) Review Shop Drawings: Under this task, Consultant will assist Owner by providing review of technical documents submitted by the Contractor within 15 calendar days. The project budget includes time for two reviews per submitted shop drawing, for approximately 180 shop drawings. The basis of this submittal list is based on what is anticipated on the project and previous similar work for the Owner. Shop Drawings from the Contractor will be submitted electronically to the Consultant and the Owner concurrently to facilitate review of these submittals. Shop drawing logs will be maintained by the Consultant and copies will be provided to document receipt and return of all submittals. **QT = 180.**
- 2.4) Request for Information: Under this task, Consultant will respond to Contractor RFIs related to the Contract Documents and issue design clarifications (if required). RFIs from the Contractor will be submitted electronically to the Consultant and the Owner concurrently to facilitate review of these submittals. RFI logs will be maintained by the Consultant and provided to document receipt and return of all RFIs. Expected numbers of RFIs are 75. **QT = 75.**
- 2.5) Change Orders: Review Contractor's field/change order requests if required by JEA. The expected number of change orders to review is 15. Note: this includes issue revisions to the drawings and/or technical specifications. **QT = 15.**
- 2.6) Witness Start-Up and Performance Testing: The construction contractor will be responsible for arranging and conducting the startup test for major equipment. Consultant will review the submitted test plans and test reports from the suppliers for the pump equipment testing and review the certified performance testing results. The Witness, Start-Up and Performance Testing will be conducted by Consultant's discipline engineer representatives for process mechanical, civil, architectural, electrical and instrumentation. Include 20 site visits. **QT = 20.**

- 2.7) Review and Approval Equipment Operations and Maintenance Manuals: Consultant will review and comment on the Final Vendor O&M Manuals for the installed equipment. For this effort, Consultant has assumed up to 15 separate manuals for various pieces of equipment, some of which could be in combination with other associated equipment. Consultant will provide appropriate language within the specifications to be consistent with the referenced number of separate manuals. If individual O&M Manuals are deemed acceptable by the Consultant, they will be approved in writing. If Consultant deems any specific O&M Manual to be deficient and/or in error, Consultant will notify Owner, in writing, as to the noted deficiencies and/or errors. This will include up to 1 additional resubmittal review. **QT = 15.**
- 2.8) Substantial Completion - Walk-Through: Consultant will participate in one (1) substantial completion walk-through event and prepare a written punch list for the items remaining in the Contract. The walk-through will occur with the Owner staff, Consultant, and the Contractor. **QT = 1.**
- 2.9) Final Completion - Walk-Through: Once the punch list items have been completed by the Contractor, Consultant will conduct one (1) final completion walkthrough with Owner and the Contractor to confirm that the punch list items have been completed and recommend issuance of final completion/acceptance. Upon substantial completion, and in accordance with permit requirements, Consultant will prepare the FDEP and ERP certifications of compliance, as appropriate, with all necessary attachments. Owner will sign as Owner and Operating Entity, if required. If additional walkthroughs are required, Consultant reserves the right to seek additional compensation. **QT = 1.**
- 2.10) Record Drawings Preparation and Submittal: Consultant, using red-lined drawing mark-ups prepared by the Contractor, will prepare, and submit to Owner one (1) hard-copy (22" x 34" plotted on 24" x 36") sets of Record Drawings with a record drawing, signed/sealed and stamp signed by the Consultant as well as one electronic copy in ACAD (.dwg) and PDF (.pdf). The signed and sealed record drawing sets will be provided with the record drawing stamp and the discipline Engineer of Record P.E. stamp. **QT = 1.**
- 2.11) SJCUD Project Closeout: Provide landscape architecture post design services to address tree mitigation, landscape and irrigation. Provide Civil engineering and site related post design services to address site improvements. **QT = 1.**

### **Task 3 - Update Facility O&M Manual: Provide an Overall Facility O&M Manual:**

- 3.1) Supplemental Figures: Develop selected rendering comprising the information from engineering drawings and other modified data to provide a more complete picture of each technical component. O&M Manual will provide a means for the operators to locate and identify details without having to review non-essential information.

- Figures shall either be letter (8.5" x 11") oriented in landscape or portrait layout or tabloid (11" x 17") landscape. **QT=1.**
- 3.2) Informational Photographs: Include color photographs in the operations manual update for clarifying the operation for the pumps, equipment systems, magnetic meter, etc. Photographs and text in the manual will use letter size paper (8.5" x 11"). **QT=1.**
  - 3.3) Draft Operations Manual Update (50%): Submit the first draft of the operations manual supplement in format prior to the Contractor's project Substantial Completion milestone for JEA review and comments. **QT = 1.**
  - 3.4) Field Verifications of Draft Operations Manual Update: Revise the Draft Operations Manual Update to include applicable JEA comments and submit to JEA within approximately sixty (60) calendar days after project Substantial Completion. **QT=1.**
  - 3.5) Field Verifies As-Built Conditions: Prior to finalizing the operations manual update. **QT=1.**
  - 3.6) Update Figure and Photographs: To account for the Contractors completed work. **QT=1.**
  - 3.7) Final Operations Manual Update (100%): Incorporate comments from the Field Verified Operations Manual Update and issue the Final Operations Manual Update to JEA-PEC PM. Draft, Field Verification of Draft and Final Operation Manual Update: Two (2) printed copies and one electronic Microsoft Word version. **QT=1.**

#### **Task 4 – Project Allowance:**

- 4.1) JEA Project Allowance: This task consists of an allowance on limited out-of-scope activities due to unforeseen conditions. JEA-PEC PM to approve any work effort completed under Task 4 prior to Consultant commencing activity.  
Allowance amount = **\$150,000.00.**

#### **Article C. Compensation Provisions:**

Compensation will be on Quantities Completed (QT) amount. Attachment A provides the details of the compensation for the post-design services. JEA shall pay CONSULTANT the amount of **\$785,455.00** that shall not be exceeded without a revision to this Agreement. A breakdown of the proposed fee is provided as **Attachment A.**

#### **Article D. Project Schedule and Period of Service:**

The Period of Service will be in conjunction with NTP issued to the Contractor. The anticipated duration of the services is 900 days (30 Months).

**Article E. Authorized Representatives:**

The authorized representatives designated below are authorized to act with respect to this Task Order. Communications between the parties shall be through the Authorized Representatives:

<b>For JEA</b>	<b>For CONSULTANT</b>
<b>Name:</b> Roberto Rivera-Lopez, BSME JEA-PEC Project Manager	<b>Name:</b> Cale Madden, Principal Project Manager Mott McDonald Florida LLC
<b>Address:</b> 225 North Pearl Street Jacksonville, FL 32202	<b>Address:</b> 220 W. Garden St. 700 Pensacola, FL 32502
<b>Telephone:</b> 904-676-0258	<b>Telephone:</b> 850-238-3133

ATTACHMENT A  
Fee Breakdown

**Attachment A**  
**JEA Project 146-07 Ponte Vedra WWTF Improvements - Services During Construction**  
**Amendment 01 - Ponte Vedra WWTF Improvements - Additional Construction Support Services**  
**Fee Estimate**

Scope Definition		Principal in Charge / Sr Project Manager	Principal QA/QC Manager	Lead Process Engineer	Structural Engineer of Record	Electrical/I&C Engineer of Record	Engineering Intern or CAD Tech	Senior CAD Tech	Clerical/Admin	Total Hours for the Task	Subconsultant Fee (Lump Sum)	TOTAL FEE/TASK
<b>TASK</b>		\$ 245.00	\$ 295.00	\$ 195.00	\$ 235.00	\$ 195.00	\$ 75.00	\$ 155.00	\$ 65.00			
<b>1</b>	<b>PROJECT MANAGEMENT</b>											
1.1	Prepare Detailed Scope of Services and Work Plan with Timeline (Work Schedule). (1)	1	1	2	-	-	-	-	1	5	\$ -	\$ 995.00
1.2	Conformed Documents (1)	4	-	24	8	24	32	24	-	116	\$ -	\$ 18,340.00
1.3	Prepare Monthly Invoices to Owner for Review and Approval (30)	30	-	90	-	-	-	-	30	150	\$ -	\$ 26,850.00
	<b>Subtotal Task 1</b>	<b>\$ 8,575.00</b>	<b>\$ 295.00</b>	<b>\$ 22,620.00</b>	<b>\$ 1,880.00</b>	<b>\$ 4,680.00</b>	<b>\$ 2,400.00</b>	<b>\$ 3,720.00</b>	<b>\$ 2,015.00</b>	<b>\$ 46,185.00</b>	<b>\$ -</b>	<b>\$ 46,185.00</b>
<b>2</b>	<b>POST DESIGN SERVICES (Services During Construction)</b>											
2.1	Pre-Construction Meeting (1)	8	-	8	4	4	-	-	4	28	\$ -	\$ 5,500.00
2.2	Construction Progress Meetings (30).	60	-	90	30	30	30	-	30	270	\$ -	\$ 49,350.00
2.3	Review Shop Drawings (180)	180	60	360	80	80	180	-	60	1,000	\$ -	\$ 183,800.00
2.4	Requests for Information (RFIs) (75)	38	-	75	23	50	75	-	38	299	\$ -	\$ 47,185.00
2.5	Change Orders (15)	15	-	45	8	15	15	-	8	106	\$ -	\$ 18,900.00
2.6	Witness Start-Up and Performance Testing. (20)	40	-	80	-	60	20	-	-	200	\$ -	\$ 38,600.00
2.7	Equipment O&M Manuals (15)	12	-	45	-	80	50	-	15	202	\$ -	\$ 32,040.00
2.8	Substantial Completion - Walk-Through (1)	12	1	16	8	8	8	-	4	57	\$ -	\$ 10,655.00
2.9	Final Completion Walk-Through & FDEP and ERP Certifications of Compliance (1)	14	1	21	-	8	8	-	4	56	\$ -	\$ 10,240.00
2.10	Record Drawings Preparation and Submittal (1)	6	-	8	6	16	64	48	-	148	\$ -	\$ 19,800.00
2.11	SJCUD Project Closeout	6	-	6	-	6	-	-	8	26	\$ -	\$ 4,330.00
	<b>Subtotal Task 2</b>	<b>\$ 95,795.00</b>	<b>\$ 18,290.00</b>	<b>\$ 147,030.00</b>	<b>\$ 37,365.00</b>	<b>\$ 69,615.00</b>	<b>\$ 33,750.00</b>	<b>\$ 7,440.00</b>	<b>\$ 11,115.00</b>	<b>\$ 420,400.00</b>	<b>\$ -</b>	<b>\$ 420,400.00</b>
<b>3</b>	<b>UPDATE FACILITY O&amp;M MANUAL</b>											
3.1	Supplemental Figures (1)	16	1	96	-	46	46	28	4	237	\$ -	\$ 39,955.00
3.2	Informational Photographs (1)	2	-	24	-	32	-	-	4	62	\$ -	\$ 11,670.00
3.3	Draft Operations Manual Update - 50% (1)	16	2	85	16	24	85	-	40	268	\$ -	\$ 38,500.00
3.4	Field Verifications of Draft Operations Manual Update (1)	10	1	16	-	16	16	24	-	83	\$ -	\$ 13,905.00
3.5	Field Verifies As-Built Conditions (1)	2	-	16	16	16	-	-	-	50	\$ -	\$ 10,490.00
3.6	Update Figure and Photographs (1)	-	-	14	-	14	28	12	4	72	\$ -	\$ 9,680.00
3.7	Final Operations Manual Update - 100% (1)	26	2	85	16	24	85	24	40	302	\$ -	\$ 44,670.00
	<b>Subtotal Task 3</b>	<b>\$ 17,640.00</b>	<b>\$ 1,770.00</b>	<b>\$ 65,520.00</b>	<b>\$ 11,280.00</b>	<b>\$ 33,540.00</b>	<b>\$ 19,500.00</b>	<b>\$ 13,640.00</b>	<b>\$ 5,980.00</b>	<b>\$ 168,870.00</b>	<b>\$ -</b>	<b>\$ 168,870.00</b>
<b>4</b>	<b>Project Allowance</b>											
4.1	JEA Project Allowance (\$150,000.00)											\$ 150,000.00
<b>TOTALS</b>		<b>\$ 122,010.00</b>	<b>\$ 20,355.00</b>	<b>\$ 235,170.00</b>	<b>\$ 50,525.00</b>	<b>\$ 107,835.00</b>	<b>\$ 55,650.00</b>	<b>\$ 24,800.00</b>	<b>\$ 19,110.00</b>	<b>\$ 635,455.00</b>	<b>\$ -</b>	<b>\$ 785,455.00</b>

Award #4 6/11/2026 Supporting Documents

Attachment A  
 JEA Project 146-07 Ponte Vedra WWTF Improvements - Services During Construction  
 Amendment 01 - Ponte Vedra WWTF Improvements - Additional Construction Support Services  
 Fee Estimate

Scope Definition		Principal in Charge / Sr Project Manager	Principal QA/QC Manager	Lead Process Engineer	Structural Engineer of Record	Electrical/I&C Engineer of Record	Engineering Intern or CAD Tech	Senior CAD Tech	Clerical/Admin	Total Hours for the Task	Subconsultant Fee (Lump Sum)	TOTAL FEE/TASK
<b>TASK</b>		\$ 245.00	\$ 295.00	\$ 195.00	\$ 235.00	\$ 195.00	\$ 75.00	\$ 155.00	\$ 65.00			
<b>1</b>	<b>PROJECT MANAGEMENT</b>											
1.1	Prepare Detailed Scope of Services and Work Plan with Timeline (Work Schedule). (1)	1	1	2	-	-	-	-	1	5	\$ -	\$ 995.00
1.2	Conformed Documents (1)	4	-	24	8	24	32	24	-	116	\$ -	\$ 18,340.00
1.3	Prepare Monthly Invoices to Owner for Review and Approval (30)	30	-	90	-	-	-	-	30	150	\$ -	\$ 26,850.00
	<b>Subtotal Task 1</b>	<b>\$ 8,575.00</b>	<b>\$ 295.00</b>	<b>\$ 22,620.00</b>	<b>\$ 1,880.00</b>	<b>\$ 4,680.00</b>	<b>\$ 2,400.00</b>	<b>\$ 3,720.00</b>	<b>\$ 2,015.00</b>	<b>\$ 46,185.00</b>	<b>\$ -</b>	<b>\$ 46,185.00</b>
<b>2</b>	<b>POST DESIGN SERVICES (Services During Construction)</b>											
2.1	Pre-Construction Meeting (1)	8	-	8	4	4	-	-	4	28	\$ -	\$ 5,500.00
2.2	Construction Progress Meetings (30).	60	-	90	30	30	30	-	30	270	\$ -	\$ 49,350.00
2.3	Review Shop Drawings (180)	180	60	360	80	80	180	-	60	1,000	\$ -	\$ 183,800.00
2.4	Requests for Information (RFIs) (75)	38	-	75	23	50	75	-	38	299	\$ -	\$ 47,185.00
2.5	Change Orders (15)	15	-	45	8	15	15	-	8	106	\$ -	\$ 18,900.00
2.6	Witness Start-Up and Performance Testing. (20)	40	-	80	-	60	20	-	-	200	\$ -	\$ 38,600.00
2.7	Equipment O&M Manuals (15)	12	-	45	-	80	50	-	15	202	\$ -	\$ 32,040.00
2.8	Substantial Completion - Walk-Through (1)	12	1	16	8	8	8	-	4	57	\$ -	\$ 10,655.00
2.9	Final Completion Walk-Through & FDEP and ERP Certifications of Compliance (1)	14	1	21	-	8	8	-	4	56	\$ -	\$ 10,240.00
2.10	Record Drawings Preparation and Submittal (1)	6	-	8	6	16	64	48	-	148	\$ -	\$ 19,800.00
2.11	SJCUD Project Closeout	6	-	6	-	6	-	-	8	26	\$ -	\$ 4,330.00
	<b>Subtotal Task 2</b>	<b>\$ 95,795.00</b>	<b>\$ 18,290.00</b>	<b>\$ 147,030.00</b>	<b>\$ 37,365.00</b>	<b>\$ 69,615.00</b>	<b>\$ 33,750.00</b>	<b>\$ 7,440.00</b>	<b>\$ 11,115.00</b>	<b>\$ 420,400.00</b>	<b>\$ -</b>	<b>\$ 420,400.00</b>
<b>3</b>	<b>UPDATE FACILITY O&amp;M MANUAL</b>											
3.1	Supplemental Figures (1)	16	1	96	-	46	46	28	4	237	\$ -	\$ 39,955.00
3.2	Informational Photographs (1)	2	-	24	-	32	-	-	4	62	\$ -	\$ 11,670.00
3.3	Draft Operations Manual Update - 50% (1)	16	2	85	16	24	85	-	40	268	\$ -	\$ 38,500.00
3.4	Field Verifications of Draft Operations Manual Update (1)	10	1	16	-	16	16	24	-	83	\$ -	\$ 13,905.00
3.5	Field Verifies As-Built Conditions (1)	2	-	16	16	16	-	-	-	50	\$ -	\$ 10,490.00
3.6	Update Figure and Photographs (1)	-	-	14	-	14	28	12	4	72	\$ -	\$ 9,680.00
3.7	Final Operations Manual Update - 100% (1)	26	2	85	16	24	85	24	40	302	\$ -	\$ 44,670.00
	<b>Subtotal Task 3</b>	<b>\$ 17,640.00</b>	<b>\$ 1,770.00</b>	<b>\$ 65,520.00</b>	<b>\$ 11,280.00</b>	<b>\$ 33,540.00</b>	<b>\$ 19,500.00</b>	<b>\$ 13,640.00</b>	<b>\$ 5,980.00</b>	<b>\$ 168,870.00</b>	<b>\$ -</b>	<b>\$ 168,870.00</b>
<b>4</b>	<b>Project Allowance</b>											
4.1	JEA Project Allowance (\$150,000.00)											\$ 150,000.00
<b>TOTALS</b>		<b>\$ 122,010.00</b>	<b>\$ 20,355.00</b>	<b>\$ 235,170.00</b>	<b>\$ 50,525.00</b>	<b>\$ 107,835.00</b>	<b>\$ 55,650.00</b>	<b>\$ 24,800.00</b>	<b>\$ 19,110.00</b>	<b>\$ 635,455.00</b>	<b>\$ -</b>	<b>\$ 785,455.00</b>