

Welcome to the JEA Awards Meeting

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

We will unmute your lines during the public comment time and provide opportunity for you to speak.

During the meeting, interested persons can also email **Lynn Rix** at **rixlw@jea.com** to submit public comments to be read during the meeting regarding any matter on the agenda for consideration. Public comments by e-mail must be received no later than 9:00 a.m. to be read during the public comment portion of the meeting.

Please contact **Lynn Rix** by telephone at **(904) 665-8621** or by email at **rixlw@jea.com** if you experience any technical difficulties during the meeting.

Below is a summary of the meeting controls you will see at the bottom of your screen.



AWARDS COMMITTEE AGENDA

DATE: Thursday, November 5, 2020

TIME: 10:00 A.M.

PLACE: JEA, Customer Center, Bid Office, 1st Floor, 21 West Church Street, Jacksonville, FL 32202
OR
WebEx/Teleconference
WebEx Meeting Number (access code): 160 199 4252
WebEx Password: pxP6CqUSt63

Public Comments:

Awards:

1. Approval of the minutes from the last meeting (10/29/2020).
2. **DEFERRED** - Request approval to award a three and a half (3.5) month contract renewal to CLEAResult Consulting, LLC. for Solar Batter Customer Rebate Program in the amount of \$330,101.40, for a not-to-exceed amount of \$1,210,101.40, subject to the availability of lawfully appropriated funds.
3. Request approval to award a change order and six month renewal to AT&T for Telephony, Network, Internet & Telecommunications Services in the amount of \$688,817.38, for a new not-to-exceed amount of \$4,570,434.57 subject to the availability of lawfully appropriated funds.
4. Request approval of purchase from Jacksonville University in the amount of \$95,000.00 and OLT II, Inc. in the amount of \$150,000.00 for a not-to-exceed amount of \$245,000.00 for the subject property - Real Estate Purchase, subject to the availability of lawfully appropriated funds.
5. Request approval to award a Contract Increase to The Davey Tree Expert, for construction services for Time and Material vegetation management in the amount of \$1,600,000.00 for a new not-to-exceed amount of \$2,892,782.55, subject to the availability of lawfully appropriated funds.
6. Request approval to award Petticoat-Schmitt Civil Contractors, Inc. a contract for construction services for the Pages Dairy Rd. - Felmor Rd. to Chester Ave. – Transmission Water Main project in the amount of \$2,421,911.00, subject to the availability of lawfully appropriated funds.
7. Request approval to award England-Thims & Miller Inc a contract for construction engineering and inspection services for the Pages Dairy Rd. - Felmor Rd. to Chester Ave. – Transmission Water Main project in the amount of \$507,050.28, subject to the availability of lawfully appropriated funds.
8. Request approval to award a contract to the developer, E-Town Development, Inc., in the amount of \$1,681,203.00 for construction by John Woody, Inc., of the Apex Trail Extension utilities project subject to the availability of lawfully appropriated funds.

9. DEFERRED - Request approval to award a contract amendment to Garney Companies, Inc. for CMAR Services for the Bartram/US 1 and Cecil Field Water Main projects in the amount of \$3,967,259.00 for a new not-to-exceed amount of \$13,524,620.73, subject to the availability of lawfully appropriated funds.

Informational Items:

Open Discussion: N/A

Public Notice: N/A

General Business: N/A

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

11-05-2020 Awards Committee

<u>Award #</u>	<u>Type of Award</u>	<u>Business Unit</u>	<u>Estimated/Budgeted Amount</u>	<u>Amount</u>	<u>Awardee</u>	<u>Term</u>	<u>Summary</u>
1	Minutes	N/A	N/A	N/A	N/A	N/A	Approval of minutes from the 10/29/2020 meeting.
2- Defer	Defer	Defer	Defer	Defer	Defer	Defer	Defer
3	Contract Amendment and Renewal	Datz	\$782,000.00	\$986,209.63	AT&T	Three (3) Years w/Two (2) - 1 Yr. Renewals	<u>Telephony, Network, Internet & Telecommunications Services</u> The contract spend details are below: <ul style="list-style-type: none"> • Original Award: \$2,001,683.52 • FY19 Contract Increase and Renewal: \$732,557.30 • FY20 Contract Increase and Renewal: \$1,147,376.47 • FY20 Contract Increase and Renewal: \$986,209.63 • NTE: \$4,867,826.92
4	Miscellaneous	McElroy	N/A	\$95,000.00 \$150,000.00	Jacksonville University OLT, II Inc.	Project Completion	<u>Arlington East Parallel Sludge Line Easement Rights Acquisition</u> The contract spend details are below: <ul style="list-style-type: none"> • NTE: \$245,000.00
5	Renewal	Erixton	\$1,600,000.00	\$1,600,000.00	The Davey Tree Expert Company	Term – 1 Year, Two (2) 1 Yr Renewals	<u>Vegetation Management Services for JEA</u> <u>T&M vegetation management services for JEA as a backup to the secondary</u> <ul style="list-style-type: none"> • FY20: \$1,240,000.00 • FY21: \$ 360,000.00
6	Joint Project	Vu	\$4,491,067.00	\$2,421,911.00	Petticoat-Schmitt Civil Contractors, Inc.	Project Completion (Expected: December 2021)	<u>Pages Dairy Rd. - Felmor Rd. to Chester Ave. – Transmission Water Main</u> Request approval of a contract for construction services for the Pages Dairy Rd. Water Main project.
7	Joint Project	Vu	N/A	\$507,050.28	England-Thims & Miller, Inc.	Project Completion (Expected: December 2021)	<u>Pages Dairy Rd. - Felmor Rd. to Chester Ave. – Transmission Water Main</u> Request approval of a contract for construction engineering inspection services (CEI) for the Pages Dairy Rd. Water Main project.
8	Miscellaneous (Developer Agreement)	Roche	\$1,741,482.00	\$1,681,203.00	E-Town Development, Inc.	Project Completion (Expected: September 2021)	<u>Apex Trail Extension</u> Request approval of payment for construction services for the Apex Trail extension per the terms of the developer agreement.
9- Defer	Defer	Defer	Defer	Defer	Defer	Defer	Defer
Total Award				\$7,441,373.91			

JEA AWARDS COMMITTEE

OCTOBER 29, 2020 MEETING MINUTES

The JEA procurement Awards Committee met on October 29, 2020, via WebEx

WebEx Meeting Number (access code): 160 199 4252

WebEx Password: pxP6CqUSt63

Members in attendance were Jenny McCollum as Chairperson, Laure Whitmer as Budget Representative, Lawsikia Hodges as Office of General Counsel Representative; with Steve Tuten, Julia Crawford, Stephen Datz, Wayne Young, and Alan McElroy as voting Committee Members.

Chair McCollum called the meeting to order at 10:01 a.m., introduced the Awards Committee Members, and confirmed that there was a quorum of the Committee membership present.

Chair McCollum announced that the meeting was being held remotely to slow the spread of the Covid-19 virus and to encourage social distancing and that pursuant to Governor DeSantis' Executive Order 20-69, local governments were allowed to hold public meetings using communications media technology rather than in a physical location. She stated that the JEA Awards Committee meeting was being held by virtual means via WebEx which allows interested persons to view and participate in the meeting remotely. Additionally, Chair McCollum and Landon Todd reviewed the WebEx meeting instructions and how public comment would be received and taken during the meeting.

Public Comments:

Chair McCollum recognized the public comment speaking period and opened the meeting floor to public comments. No public comments were provided by email, phone or videoconference.

Awards:

Chair McCollum verbally presented the Committee Members the proposed October 22, 2020 minutes contained in the board packet.

MOTION: Steve Tuten made a motion to approve the October 22, 2020 minutes (Award Item 1). The motion was seconded by Stephen Datz and approved unanimously by the Awards Committee (5-0).

The Committee Members reviewed and discussed the following Awards Items 2-7 and 10:

2. Request approval to award a contract amendment to Dynamic Corporate Solutions for Interim CHRO and Transition Coach Consultant Services for a not-to-exceed amount of \$200,000.00, subject to the availability of lawfully appropriated funds.

MOTION: Alan McElroy made a motion to approve Award Item 2 as presented in the board packet. The motion was seconded by Wayne Young and approved unanimously by the Awards Committee (5-0).

3. 044-20 – Request approval to award a contract to RS&H, Inc. for Tenant Improvement Design Services for Proposed New JEA Corporate Headquarters (HQ) for a total not-to-exceed amount of \$1,019,860.00, subject to the availability of lawfully appropriated funds.

MOTION: Steve Tuten made a motion to approve Award Item 3 as presented in the board packet. The motion was seconded by Alan McElroy and approved unanimously by the Awards Committee (5-0).

4. Request approval to award a contract amendment to CDW Government LLC. for JEA standard Dell laptops and related equipment in the amount of \$644,144.55, for a new not-to-exceed amount of \$944,144.55, subject to the availability of lawfully appropriated funds.

MOTION: Stephen Datz made a motion to approve Award Item 4 as presented in the board packet. The motion was seconded by Wayne Young and approved unanimously by the Awards Committee (5-0).

5. Request approval to award a renewal and contract increase to Mittauer & Associates, Inc. (\$930,000.00), Hazen & Sawyer (\$230,000.00), Carollo Engineers Inc (\$300,000.00) and Constantine Engineers Inc (\$740,000.00) for General Engineering Services for Water, Wastewater, and Reclaimed Water projects in the amount of \$2,200,000.00, for a new not to exceed amount of \$8,739,026.67, subject to the availability of lawfully appropriated funds.

MOTION: Alan McElroy made a motion to approve Award Item 5 as presented in the board packet. The motion was seconded by Steve Tuten and approved unanimously by the Awards Committee (5-0).

6. 071-20 – Request approval to award a contract to J.B. Coxwell Contracting Inc, for SJRPP Demolition – BSA Closure in the amount of \$5,960,226.00, subject to the availability of lawfully appropriated funds.

MOTION: Wayne Young made a motion to approve Award Item 6 as presented in the board packet. The motion was seconded by Stephen Datz and approved unanimously by the Awards Committee (5-0).

7. Request approval to award contract to Switchgear Power Systems LLC a contract to provide 4kV switchgear equipment for the Park & King substation in the amount of \$430,235.00, subject to the approval of lawfully appropriated funds.

MOTION: Steve Tuten made a motion to approve Award Item 7 as presented in the board packet. The motion was seconded by Wayne Young and approved unanimously by the Awards Committee (5-0).

8. **DEFERRED** - Request approval to award Petticoat-Schmitt Civil Contractors, Inc. a contract for construction services for the Pages Dairy Rd. - Felmor Rd. to Chester Ave. – Transmission Water Main project in the amount of \$2,421,911.00, subject to the availability of lawfully appropriated funds.
9. **DEFERRED** - Request approval to award England-Thims & Miller Inc a contract for construction engineering and inspection services for the Pages Dairy Rd. - Felmor Rd. to Chester Ave. – Transmission Water Main project in the amount of \$507,050.28, subject to the availability of lawfully appropriated funds.

10. Request approval to award contract to Wesco Distribution Inc a contract to provide 13.2kV transformers for the new HQ and FIS building development projects in the amount of \$1,449,499.99, subject to the approval of lawfully appropriated funds.

MOTION: Stephen Datz made a motion to approve Award Item 10 as presented in the board packet. The motion was seconded by Alan McElroy and approved unanimously by the Awards Committee (5-0).

Informational Item:

No informational items were presented to the Awards Committee.

Ratifications:

No ratifications were presented to the Awards Committee for consideration.

Public Comments:

No additional public comment speaking period was taken.

Adjournment:

Chair McCollum adjourned the meeting at 11:05 a.m.

NOTE: These minutes provide a brief summary only of the Awards Committee meeting. For additional detail regarding the content of these minutes or discussions during the meeting, please review the meeting recording. The recording of this meeting as well as other relevant documents can be found at the link below: https://www.jea.com/About/Procurement/Awards_Meeting_Agendas_and_Minutes/



Formal Bid and Award System

Award #3 November 5, 2020

Type of Award Request: CONTRACT AMENDMENT AND RENEWAL
Request #: 6914
Requestor Name: Todd, Landon M.
Requestor Phone: (904) 665-7419
Project Title: Telephony, Network, Internet & Telecommunications Services
Project Number: HEB 30904
Project Location: JEA
Funds: O&M
Budget Estimate: \$782,000.00 (O&M line 1835 and 1828)

Scope of Work:

This award continues services for telephony (AT&T Leased Lines for Local Service & Long Distance) DSL (Digital Subscriber Lines), Internet, and DDoS (distributed denial-of-service) that JEA's customers and employees use to communicate.

JEA IFB/RFP/State/City/GSA#: N/A
Purchasing Agent: Dambrose, Nickolas Charles (Nick)
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
AT&T	CHRIS WADLEY	cw3669@att.com	301 BAY ST 19TH FLOOR, JACKSONVILLE FL 32202	(904) 476-3100	\$986,209.63

Amount of Original Award: \$2,001,683.52
Date of Original Award: 11/17/2016
Change Order Amount: \$986,209.63
New Not-to-Exceed Amount: \$4,867,826.92
Length of Contract / PO Term: Three (3) Years w/ Two (2) - 1 Yr. Renewals
Begin Date (mm/dd/yyyy): 12/01/2016
End Date (mm/dd/yyyy): 11/30/2021
Renewal Options: NO

List of Previous Change Orders:

CPA #	Amount	Date
160267	\$483,989.90	02/21/2019
160267	\$248,567.40	06/20/2019
160267	\$1,147,376.47	12/05/2019

JSEB Requirement: N/A - JSEBs were reviewed and no opportunities are available

Background/Recommendations:

Originally approved by Awards Committee on 11/17/2016 in the amount of \$2,001,683.52 to AT&T. A change order request in the amount of \$483,989.90 was formally approved by the Awards Committee on 02/21/2019 for services upgrade and previously unbudgeted FCC taxes and fees. On 06/20/2019, JEA completed a less than 10% administrative increase of \$248,567.40 to cover the increase in forecasted items through 11/30/2019. A one (1) year renewal request in the amount of \$1,147,376.47 was formally approved by the Awards Committee on 12/05/2019. A copy of the previous awards are attached as backup.

This request is a contract amendment increase for \$114,802.90 in additional funds to cover a shortage for variances in JEA's usage of local phone services and internet services expense through the end of the existing 11/30/2020 contract term. The majority of the shortage is related to local phone service overage of \$96,000.00 due to JEA's decision not to decrease its Primary Rate Interfaces (PRI) usage as forecasted in response to supporting employees' remote working requirements. The remaining overage is due to JEA deciding to increase its internet circuit from 500mB to 1gB to also support remote workforce requirements.

This request also includes a one (1) year renewal from 12/01/2020 to 11/30/2021 for \$871,406.74 in additional funds. JEA is renewing for one (1) year to allow completion of a Request for Information (RFI) and potentially a competitive solicitation to explore alternative cost saving options including but not limited to expenses related to JEA's internet and local phone services. The next one (1) year of expenses are detailed in the table below:

TELEPHONY AND NETWORK	FORECAST				ACTUAL			
	Quantity	Current JEA Contract Rate per Month			Quantity	Current JEA Contract Rate per Month		
PRI - AT&T		Per Unit	Total			Per Unit	Total	
Flat Rate PRIs	24	\$ 500.00	\$ 12,000.00	32	\$ 500.00	\$ 16,000.00		
* Required Local and State Taxes	1		\$ -	1		\$ 5,566.91		
DID's	5500	\$ 0.10	\$ 550.00	5500	\$ 0.10	\$ 550.00		
1FB - AT&T	543	\$ 24.00	\$ 13,032.00	543	\$ 24.00	\$ 13,032.00		
Centrex AT&T	162	\$ 15.78	\$ 2,556.36	162	\$ 15.78	\$ 2,556.36		
Voice Grade Circuits	154	\$ 80.74	\$ 12,433.96	154	\$ 80.74	\$ 12,433.96		
Megalink - T-1's	12	\$ 384.00	\$ 4,608.00	12	\$ 384.00	\$ 4,608.00		
Miscellaneous	1							
INTERNET ACCESS AND DDOS		Per Unit	Total		Per Unit	Total		
Internet Access	2	\$ 3,435.00	\$ 6,870.00	2	\$ 3,435.00	\$ 6,870.00		
DDoS	1	\$ 11,000.00	\$ 11,000.00	1	\$ 11,000.00	\$ 11,000.00		
Monthly Amount			\$ 63,050.32			\$ 72,617.23		
Annual Amount			\$ 756,603.84			\$ 871,406.74		
Total Annual Variance						\$ (114,802.90)		
One Year Renewal						\$ (871,406.74)		
Total Award Request								\$ (986,209.63)

A new budget trend will be submitted for the continued higher usage of the existing local phone and internet services. All rates for this renewal shall remain unchanged from the existing contract with exception of the Intralata Private Line Voice Grade Circuits. This service is antiquated and is no longer under contract. When compared to two (2) competitively bid contracts, GSA Schedule 70 and Calnet, JEA pricing is slightly more favorable. JEA benchmarked all of the services that AT&T is offering with the State of Florida telecommunications provider, and found all rates to be comparable or better.

Request approval to award a change order and one (1) year renewal to AT&T for Telephony, Network, Internet & Telecommunications Services in the amount of \$986,209.63, for a new not-to-exceed amount of \$4,867,826.92 subject to the availability of lawfully appropriated funds.

Manager:

Todd, Landon M. - Mgr IT Infrastructure & Collaboration Platforms

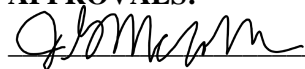
Director:

Traylor, Kymberly A. - Dir Network & Telecommunication Services

VP:

Datz, Stephen H. - Interim Chief Information Officer


APPROVALS:



11/5/2020

Chairman, Awards Committee

Date



11/9/2020

Budget Representative

Date



Formal Bid and Award System

Award #2 December 05, 2019

Type of Award Request: RENEWAL**Request #:** 6700**Requestor Name:** Todd, Landon M. - Mgr IT Infrastructure & Collaboration Platforms**Requestor Phone:** (904) 665-7914**Project Title:** Telephony, Internet, DSL, & DDoS Services**Project Number:** 30904**Project Location:** JEA**Funds:** O&M**Budget Estimate:** \$1,007,533.33 (line 1799, FY20 \$863,600.00, FY21 (2 months) \$143,933.33)**Scope of Work:**

This award continues services for telephony (AT&T Leased Lines for Local Service & Long Distance), DSL (digital subscriber lines), internet, and DDoS (distributed denial-of-service) that JEA's customers use to communicate with JEA.

This purchase will positively affect the following JEA Measures of Value:

- Customer Value: Improved availability and reliability of JEA's telephony and internet services.
- Community and Environmental Value: The maintenance, reliability, and availability of JEA's telephony, internet, DSL & DDoS services are important assets and impact the community not only during normal operations, but especially during peak volume times such as natural disasters.
- Financial Value: The benefits of improved telephony and internet services support a growing customer base consistent with JEA growth initiatives.

JEA IFB/RFP/State/City/GSA#: N/A**Purchasing Agent:** Woyak, Nathan J.

Is this a Ratification?: YES, \$203,965.78 of the award total has already been paid.

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
AT&T	Chris Wadley	cw3669@att.com	301 Bay St. 19 th Floor, Jacksonville, FL 32202	(904) 476-3100	\$1,147,376.47

Amount of Original Award: \$2,001,683.52**Date of Original Award:** 11/17/2016**Change Order Amount:** \$1,147,376.47

CPA#	Amount	Date
160267	\$483,989.90	02/21/2019
160267	\$248,567.30	06/20/2019

New Not-To-Exceed Amount: \$3,881,617.19**Length of Contract/PO Term:** Three (3) Years w/ Two (2) One (1) Year Renewals

Begin Date (mm/dd/yyyy): 12/01/2016
End Date (mm/dd/yyyy): 11/30/2020
Renewal Options: One (1) Year Renewal remaining
JSEB Requirement: N/A - Specialty Services

Background/Recommendations:

Originally approved by Awards Committee on 11/17/2016 in the amount of \$2,001,683.52 to AT&T. A copy of the original award is attached as backup.

A change order for \$483,989.90 was approved on 02/21/2019 to cover three (3) scope of work changes. An additional 10% increase (\$248,567.30) was processed on 06/20/2019 to cover additional expense across all services.

This request is for a first, one (1) year renewal option from 12/1/2019 to 11/30/2020 for \$1,130,679.09 in additional funds and a ratification contract increase of \$203,965.78 to cover two and a partial month of unforecasted spend across all services that was not included in the previous award (Sept, Oct, Nov, 2019). JEA will continue to use the State of Florida contract rates, which remain the same and is satisfied with the delivery of services provided. JEA will see an internet cost reduction in May 2020 when the CC3 internet circuit gets turned off due to having redundant service at Cologix. JEA will pay for both local service and Cologix Primary Rate Interfaces (PRIs) from January to March 2020 until the Cologix transition is complete in April 2020 when part of the local service cost will move to Cologix PRIs. The monthly services and costs are summarized in the table below:

Month	DDoS	Internet (CC3 and SOCC)	Local Svc.	DSL	Long Distance	Plant Scherer	Cologix Internet	Cologix PRIs	Total Monthly Cost
19-Sep	N/A	N/A	\$18,847.74	N/A	N/A	N/A	N/A	N/A	\$18,847.74
19-Oct	\$6,071.50	\$4,889.95	\$71,000.00	\$345.00	\$7,000.00	\$1,102.32	\$2,150.25	N/A	\$92,559.02
19-Nov	\$6,071.50	\$4,889.95	\$71,000.00	\$345.00	\$7,000.00	\$1,102.32	\$2,150.25	N/A	\$92,559.02
19-Dec	\$6,071.50	\$4,889.95	\$71,000.00	\$345.00	\$7,000.00	\$1,102.32	\$2,150.25	N/A	\$92,559.02
20-Jan	\$6,071.50	\$4,889.95	\$53,975.60	\$345.00	\$7,000.00	\$1,102.32	\$2,150.25	\$11,946.75	\$87,481.37
20-Feb	\$6,071.50	\$4,889.95	\$53,975.60	\$345.00	\$7,000.00	\$1,102.32	\$2,150.25	\$11,946.75	\$87,481.37
20-Mar	\$6,071.50	\$4,889.95	\$53,975.60	\$345.00	\$7,000.00	\$1,102.32	\$2,150.25	\$11,946.75	\$87,481.37
20-Apr	\$6,071.50	\$4,889.95	\$41,975.60	\$345.00	\$7,000.00	\$1,102.32	\$2,150.25	\$11,946.75	\$75,481.37
20-May	\$6,071.50	\$2,683.75	\$41,975.60	\$345.00	\$7,000.00	\$1,102.32	\$2,150.25	\$11,946.75	\$73,275.17
20-Jun	\$6,071.50	\$2,683.75	\$41,975.60	\$345.00	\$7,000.00	\$1,102.32	\$2,150.25	\$11,946.75	\$73,275.17
20-Jul	\$6,071.50	\$2,683.75	\$41,975.60	\$345.00	\$7,000.00	\$1,102.32	\$2,150.25	\$11,946.75	\$73,275.17
20-Aug	\$6,071.50	\$2,683.75	\$41,975.60	\$345.00	\$7,000.00	\$1,102.32	\$2,150.25	\$11,946.75	\$73,275.17
20-Sep	\$6,071.50	\$2,683.75	\$41,975.60	\$345.00	\$7,000.00	\$1,102.32	\$2,150.25	\$11,946.75	\$73,275.17
20-Oct	\$6,071.50	\$2,683.75	\$41,975.60	\$345.00	\$7,000.00	\$1,102.32	\$2,150.25	\$11,946.75	\$73,275.17
20-Nov	\$6,071.50	\$2,683.75	\$41,975.60	\$345.00	\$7,000.00	\$1,102.32	\$2,150.25	\$11,946.75	\$73,275.17
Total Award									\$1,147,376.47

JEA has been able to research unused local services lines and cut them resulting in an expected \$17,024.40 monthly savings beginning in January 2020 and \$187,268.40 total cost difference savings over that last eleven (11) months of this renewal. JEA will continue to validate its current circuit usage and newer technologies to determine cost further reduction opportunities. JEA will also continue to receive lower internet pricing (\$7,040.20/month) compared to the State of Florida internet pricing (\$15,075.41/month) over the twelve month renewal resulting in a savings of \$8,035.21 a month or \$96,422.52 total savings. The award amount of \$1,147,376.47 is over the budget amount of \$1,007,533.33; the shortage in funds will be transferred from line 1777 in the O&M budget. This one year renewal will enable JEA to conduct a feasibility study to determine if services can be separated and competitively bid prior contract expiration.

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

- Total cost difference: \$283,690.92 (\$96,422.52 less than State of Florida, \$187,268.40 cutting unused local lines)

Request approval to use a one (1) year renewal option to AT&T for the Telephony, Network, Internet & Telecommunication Services in the amount of \$1,147,376.47, for a new not-to-exceed amount of \$3,881,617.19, subject to the availability of lawfully appropriated funds.

Manager: Todd, Landon M. - Mgr IT Infrastructure & Collaboration Platforms
Director: Traylor, Kymberly A. - Dir Network & Telecommunication Services
VP: Eads, Shawn W. - VP & Chief Information Officer

APPROVALS:

 12/5/19

Chairman, Awards Committee

Date

 12/5/19

Manager, Capital Budget Planning

Date

CPA 140267.

11/17/16

4



Formal Bid and Award System

Award #4 November 17, 2016

Type of Award Request: Proprietary
Request #: 1756
Requestor Name: Traylor, Kymberly A. - Mgr Network & Telecommunications Services
Requestor Phone: (904) 665-8983
Project Title: Telephony, Network, Internet and DDoS Services
Project Number: HEB30904
Project Location: JEA
Funds: O&M
Award Estimate: \$2,305,811.52

Scope of Work:

This is for a new award to combine services for telephony (AT&T Leased Lines For Local Service & Long Distance), network, internet and DDoS (distributed denial-of-service) into one (1) contract with AT&T over a three (3) year term.

Requisition Number:
JEA IFB/RFP/State/City/GSA#:
Purchasing Agent:

Woyak, Nathan J

Is this a Ratification?:

NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
AT&T	CHRIS WADLEY	cw3669@att.com	301 Bay St. 19th Floor, Jacksonville, FL 32202	(904) 476-3100	\$2,001,683.52

Amount for entire term of Contract/PO: \$2,001,683.52
Award Amount for remainder of this FY: \$667,227.83
Length of Contract/PO Term: Three (3) Years w/Two (2) - 1 Yr. Renewals
Begin Date (mm/dd/yyyy): 12/01/2016
End Date (mm/dd/yyyy): 11/30/2019
Renewal Options: YES - Two (2) - 1 Yr. Renewals
JSEB Requirement: N/A - No JSEB available
Comments on JSEB Requirements: N/A - Specialty Services

Background/Recommendations:

This award is to combine telephony, network, internet and DDoS services into one (1) contract with AT&T, as JEA currently purchases these services from three (3) different providers.

Telephony and network services are currently purchased from AT&T, who owns all the phone lines that currently provide voice calling services for JEA. This includes trunk lines from the call centers, T1 data lines and Primary Rate Interface (PRIs), as well as local and long distance, which is approximately eighty percent (80%) of the contract spend. There are no other carriers that meet all of JEA's technical requirements, and if a change in providers were necessary, the entire infrastructure would need to be replaced. This would create risk to JEA's phone service, including the contact center, and significant costs for the update. JEA will also be making technology changes within the next three (3) to five (5) years to move from PRI technology to Session Initiation Protocol (SIP) technology, which will allow us to leverage the bandwidth of our internet service for voice calling. In doing so, JEA will not be required to use the existing infrastructure and will allow for JEA to competitively bid these services in the future.

JEA currently pays \$650,000.00 per year for telephony and network services which will remain the same and fixed for the three (3) year term. JEA has purchased these services from AT&T for more than twenty (20) years, and JEA's cost has steadily decreased over a six (6) year period by \$250,000.00.

Internet services are currently purchased directly from the State of Florida using My Florida Network (MFN), and DDoS services are purchased through Akamai. JEA will benefit from the integrated services through AT&T instead of having multiple providers. This substantially lowers the complexity of JEA's network configuration and will allow us to more quickly troubleshoot any internet access issues.

By combining internet and DDoS services under the same contract with telephony and network, JEA expects to save approximately \$89,375.00 annually or \$268,125.00 for the term of the contract. JEA benchmarked all of the service that AT&T is offering with the State of Florida telecommunications provider, and found all rates to be comparable or better. A table of the rate comparison is attached.

It should also be noted that the proposed rates quoted by AT&T for Internet and DDoS were compared against OUC and Miami Dade which showed similar pricing. JEA performed further comparisons with two (2) competitively bid contracts, GSA Schedule 70 and Calnet, which showed more favorable pricing.

Request approval to award a contract to AT&T for telephony and network leased lines for local services, internet and DDoS services in the amount of \$2,001,683.52, subject to the availability of lawfully appropriated funds.

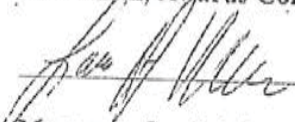
Manager: Datz, Stephen H. - Manager, Technical Services
VP: Cosgrave, Paul J. - Interim Chief Information Officer

APPROVALS:

 11-17-16

Chairman, Awards Committee

Date

 11/17/16

Manager, Capital Budget Planning

Date

JEA TELEPHONY, NETWORK, INTERNET, AND DDOS SERVICES

TELEPHONY AND NETWORK	Quantity	Current JEA Contract Rate Per Month		State of Florida Contract Rate - AT&T per Month		Proposed Contract Rate - AT&T per Month				
PRI - AT&T			Per Unit	Total		Per Unit	Total		Per Unit	Total
Flat Rate PRIs	24		\$ 500.00	\$12,000.00		\$ 732.50	\$ 17,580.00		\$ 500.00	\$12,000.00
DID's	5500		\$ 0.10	\$ 550.00		\$ 0.20	\$ 1,100.00		\$ 0.10	\$ 550.00
1FB - AT&T	543		\$ 24.00	\$13,032.00		\$ 24.00	\$ 13,032.00		\$ 24.00	\$13,032.00
Centrex - AT&T	162		\$ 15.78	\$ 2,556.36		\$ 17.05	\$ 2,762.10		\$ 15.78	\$ 2,556.36
Voice Grade Circuits	154		\$ 80.74	\$12,433.96	Not Provided on State of Florida Contract	\$ 12,433.96		\$ 80.74	\$12,433.96	
Megalink T-1's - AT&T	12		\$ 384.00	\$ 4,608.00	\$ 480.00	\$ 5,760.00		\$ 384.00	\$ 4,608.00	
INTERNET ACCESS AND DDoS			Per Unit	Total		Per Unit	Total		Per Unit	Total
Internet Access	2	100MB - MFN	\$ 3,435.00	\$ 6,870.00	500MB - MFN	\$ 8,974.95	\$ 17,949.90	500MB - AT&T	\$2,175.00	\$ 4,350.00
DDoS	1	DDoS - Prolexic	\$11,000.00	\$11,000.00	DDoS via SOF	\$ 6,072.00	\$ 6,072.00	Integrated DDoS-AT&T	\$6,072.00	\$ 6,072.00
			\$63,050.32		\$ 76,689.96		\$55,602.32			
\$2,001,683.52 THREE YEAR COST										

AT&T Proprietary (Internal Use Only)
Not for use or disclosure outside the AT&T companies
except under written agreement

	Amount
Amount from prior award	\$ 295,947.72
2) Internet circuits from 500MB to 1GB and increased DDoS coverage	\$ 87,308.17
Internet circuit to support Cologix migration	\$ 42,753.58
(\$) Primary Rate Interfaces (PRI)s	\$ 58,000.42
	\$ -113,033.08
	\$ -467,000.00
	\$ 483,989.90

n: 5 and 6 above were reallocated equally to line items 1-4 above per request of the Awards Committee.

Sum of Billed Amount

\$	56,764.89
\$	
\$	8,165.05 14.38% of total November bill comes from FCC items

\$	56,567.18
\$	
\$	8,105.05 14.33% of total December Bill comes from FCC items

\$	60,250.04
\$	
\$	8,884.21 13.92% of total January bill comes from FCC items

14.21%

JEA User:
Item 1 Detail: \$295,947.72 = Original Award Amount of \$2,001,603.52 multiplied by 14.21% FCC percentage of invoices. ± fLine Item 5 f 4

JEA User:
Item 2 Detail: \$87,308.17 = \$38,801.64 + \$36,988.83 ± fLine Item 5 f 4) + fLine Item 6 f 4)

JEA User:
Item 3 Detail: \$42,753.58 = \$31,225.08 ± fLine Item 5 f 4) + fLine Item 6 f 4)

	Monthly Amount	Implemen	Total Internet Cost	DDoS Service	Total Internet and DDoS Cost
Ramona	\$ 2,529.77	Nov-18	\$ 35,787.01	\$ 2,023.83	\$ 38,810.84
Church	\$ 2,331.00	Sep-18	\$ 34,965.00	\$ 2,023.83	\$ 36,988.83
Co-logix	\$ 2,246.25	18-Nov	\$ 29,201.25	\$ 2,023.88	\$ 31,225.08

Aggregator ID (All)

Row Labels Sum of Billed Amount
1/1/2019 \$ 15,981.60

Grand Total \$ 15,981.60

JEA User:
Item 4 Detail: \$8,000.42 = \$15,981.60 is the total amount for 33 PRI's per month. A * 8 PRI's * 12 months. ± fLine Item 5 f 4) + fLine Item 6 f 4)



Formal Bid and Award System

CPA 160267

Award #8 February 21, 2019

Type of Award Request: CHANGE ORDER
Request #: 6496
Requestor Name: Todd, Landon M.
Requestor Phone: (904) 665-7419
Project Title: Telephony, Network, Internet & Telecommunications Services
Project Number: HEB 30904
Project Location: JEA
Funds: O&M
Budget Estimate: \$782,000.00 (O&M line 1835 and 1828)

Scope of Work:

This request is for a change order to upgrade JEA's internet and telephony services that JEA's customers use to communicate with JEA. The upgrade includes three main areas of improvement to bring improved reliability, resiliency, and security to JEA's current operations. This change order also includes additional funds to cover FCC taxes and fees that were previously not included in the original award.

This initiative impacts JEA's four (4) core values.

- **Customer Value:** Improved availability and reliability of JEA's telephony and internet services positively impacts JEA's customer value.
- **Community and Environment Value:** The maintenance, reliability, and availability of JEA's telephony, network, internet & telecommunication services are important assets and impact the community not only during normal operations, but especially during peak volume times such as natural disasters.
- **Financial Value:** The benefits of improved telephony and internet services support a growing customer base consistent with JEA growth initiatives.

JEA IFB/RFP/State/City/GSA#: N/A

Purchasing Agent: Dambrose, Nickolas Charles (Nick)

Is this a Ratification?: YES

If yes, explain:

\$412,880.10 of this award is a ratification, the taxes and fees have already been paid for the first twenty-seven (27) months and the three (3) new scopes of work are complete or in process.

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
AT&T	CHRIS WADLEY	cw3669@att.com	301 BAY ST 19TH FLOOR, JACKSONVILLE FL 32202	(904) 476-3100	\$483,989.90

Amount of Original Award: \$2,001,683.52

Date of Original Award: 11/17/2016

Change Order Amount:	\$483,989.80
New Not-to-Exceed Amount:	\$2,485,673.32
Length of Contract / PO Term:	Three (3) Years w/Two (2) - 1 Yr. Renewals
Begin Date (mm/dd/yyyy):	12/01/2016
End Date (mm/dd/yyyy):	11/30/2019
Renewal Options:	YES - Two (2) - 1 Yr. Renewals
JSEB Requirement:	N/A - No JSEB Available

Background/Recommendations:

Originally approved by Awards Committee on 11/17/2016 in the amount of \$2,001,683.52 to AT&T. A copy of the original award is attached as backup.

This change order request is for \$483,989.90 in additional funds to cover taxes and fees, which were not included in the original award, and three (3) scope of work changes to the current contract.

Taxes and fees were not included in the original award which make up approximately (14%) of the cost of services. The State of Florida contract rates underestimates actual spend because it does include additional FCC taxes and fees that are subject to changes in legislation.

The first scope of work change of \$87,308.18, completed 09/2018, increased JEA's two internet circuits from 500 MB to 1 GB and subsequently increased JEA's DDoS coverage. JEA has two (2) internet circuits to provide redundancy. The increased internet circuit size enables independent operation of the circuits in the event of a failure as well as to accommodate future capacity requirements. The second scope of work change of \$42,733.57 covers JEA adding a third internet circuit to support the migration to its new Cologix data center which is currently in process. The third scope of work change of \$58,000.42 covers JEA adding eight (8) Primary Rate Interfaces (PRI) at a rate of \$5,811.00 per PRI per month since the time of the original award to support JEA's contact center. The additional PRIs increase incoming call volume capacity and provide the ability to validate pre-production (QA) changes. The total change order amount is summarized in the table below.

Description		Change Order Amount
JEA underestimated FCC Taxes & Fees (14% of services)	+	\$ 295,947.73
JEA upgraded of two (2) internet circuits from 500MB to 1GB and increased DDoS coverage	+	\$ 87,308.18
JEA addition of third internet circuit to support Cologix migration	+	\$ 42,733.57
JEA addition of eight (8) Primary Rate Interfaces (PRI)s	+	\$ 58,000.42
Total Change Order Amount		\$ 483,989.90

The State of Florida contract does not contain pricing to upgrade internet circuits nor acquire PRIs with which to compare JEA's pricing. JEA's internal expertise determined the pricing for these upgrades to be reasonable. JEA's existing budget for Prolexic DDoS services will be applied to the switch to AT&T. JEA is spending approximately the same amount with ATT as we were with Prolexic; however, we have tripled the internet circuit and DDoS capacity. A new budget trend will be submitted for the upgrade to the existing two internet circuits, the additional internet circuit for the Cologix migration, the additional PRIs, and the inclusion of the additional FCC taxes and fees.

Request approval to award a change order to AT&T for Telephony, Network, Internet & Telecommunications Services in the amount of \$483,989.80, for a new not-to-exceed amount of \$2,485,673.32 subject to the availability of lawfully appropriated funds.

Manager:

Todd, Landon M. - Mgr IT Infrastructure & Collaboration Platforms

Director:

Traylor, Kymberly A. - Dir Network & Telecommunication Services

VP:

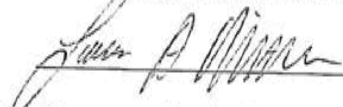
Selders, Steve G. - Interim VP & Chief Information Officer

APPROVALS:

 2/21/19

Chairman, Awards Committee

Date

 2/21/19

Manager, Capital Budget Planning

Date

File Edit View Folder Tools Window Help

Attachments - 160267

Seq	Category	Title	Description	Data Type	May Be Changed
10	Internal to Purchase Order		ORIGINAL AWARD DOCUMENT	File	<input checked="" type="checkbox"/>
20	Internal to Purchase Order	Award 8 dtd 2/21/19	Change Order Docs	File	<input checked="" type="checkbox"/>
30	Internal to Purchase Order		LESS THAN 10% ADMIN INC	Short Text	<input checked="" type="checkbox"/>
40	Internal to Purchase Order		10% ADMIN EMAIL	File	<input checked="" type="checkbox"/>

Entity Name: PO Header

6/20/19 10% ADMIN INCREASE FOR \$248,567.30 TO COVER THE INCREASE FORECAST ITEMS THROUGH THE REMAINDER OF THE CONTRACT, TOTAL AWARD INCREASED FROM \$2,485,673.32 TO \$2,733,940.62. SEE EMAIL ATTACHED FOR DETAILS. NJW

☐ Include Related Documents

Publish to Catalog

Document Catalog...

Dambrose, Nickolas C.

From: Woyak, Nathan J. - Procurement Category Manager
Sent: Thursday, June 20, 2019 3:17 PM
To: Todd, Landon M. - Mgr IT Infrastructure & Collaboration Platforms; Dambrose, Nickolas C.; Beard, Heather Burnett - Manager Procurement Contracts
Cc: Traylor, Kymberly A. - Dir Network & Telecommunication Services
Subject: RE: AT&T: Awards

All, the most we can add with a 10% admin increase to CPA 160267 is \$248,567.30 based on the below revised forecast for the remainder of the contract.

Heather, I send you the request for approval in Oracle.

We are reviewing our forecast for AT&T for the remaining months of this fiscal year. Would you please review our forecast below and let us know if we need to make any adjustments for additional funds.

Month	Internet #1	Internet #2	Local Svc.	DSL	Long Distance	Plant Scherer
19-Mar	Paid	Paid	Paid	Paid	Paid	Paid
19-Apr	Paid	Paid	Paid	Paid	Paid	Paid
19-May	Paid	Paid	Paid	Paid	Paid	Paid
19-Jun	\$6,100.00	\$15,000.00	\$71,000.00	\$345.00	\$5,800.00	\$750.00
19-Jul	\$6,100.00	\$15,000.00	\$71,000.00	\$345.00	\$5,800.00	\$750.00
19-Aug	\$6,100.00	\$15,000.00	\$71,000.00	\$345.00	\$5,800.00	\$750.00
Total	\$18,300.00	\$45,000.00	\$213,000.00	\$1,035.00	\$17,400.00	\$2,250.00
Grand Total	\$296,985.00					

Nathan Woyak, CPSM
Procurement Category Manager
woyanj@jea.com
Direct: (904) 665-6155
Fax: (904) 665-7363



From: Todd, Landon M. - Mgr IT Infrastructure & Collaboration Platforms
Sent: Tuesday, June 18, 2019 10:49 AM
To: Woyak, Nathan J. - Procurement Category Manager ; Dambrose, Nickolas C.
Cc: Traylor, Kymberly A. - Dir Network & Telecommunication Services
Subject: AT&T: Awards

Nathan/Nick,

It is my understanding that we would need to go back to Awards after the 10% administrative increase. The contract is up in November; however, we will reach that threshold in September. When would be the correct time to go to Awards (i.e. see where we are at with Auditmacs) ?



Formal Bid and Award System

Award #4 November 5, 2020

Type of Award Request: MISCELLANEOUS
Requestor Name: Traub, Brandon L. – Real Estate Coordinator
Requestor Phone: 904-665-6581
Project Title: Arlington East Parallel Sludge Line Easement Rights Acquisition
Project Number: 8004994
Project Location: JEA
Funds: Capital
Budget Estimate: N/A

Scope of Work:

JEA intends to acquire additional rights in an existing 60' wide City of Jacksonville drainage easement to complete a parallel line to transport bio-solids for treatment to Buckman Wastewater Treatment Facility (WWTF) for redundancy purposes.

JEA IFB/RFP/State/City/GSA#: N/A
Purchasing Agent: Selders, Elaine
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Address	Amount
JACKSONVILLE UNIVERSITY	2800 University Blvd. N. Jacksonville, FL 32211	\$95,000.00
OLT, II INC.	1371 W. Rahn Rd. Dayton, OH 45459	\$150,000.00

Amount for entire term of Contract/PO: \$245,000.00
Award Amount for remainder of this FY: \$245,000.00
Length of Contract/PO Term: Project Completion
Begin Date (mm/dd/yyyy): 11/06/2020
End Date (mm/dd/yyyy): Project Completion
JSEB Requirement: N/A

Background/Recommendations:

The JEA Procurement Code Exemptions in Section 2-201 includes purchases of Real Estate. The Real Estate Services Procurement Directive requires Awards Committee approval for Real Estate purchases of \$50,000.00 to \$500,000.00.

The Arlington East Wastewater Treatment Facility (WWTF) does not conduct on-site bio-solids treatment. Currently bio-solids are pumped in an 8" line to the Buckman WWTF. This 8" line was installed in the 1970's and is approximately 37,000 feet long. The line is currently at capacity, and should there be a failure in the line, bio-solids would need to be transported by tank trucks to the Buckman WWTP. For capacity as well as redundancy reasons, it has been decided that a parallel line must be constructed from Arlington East WWTF to Buckman WWTF. The construction of this new line will include upland segments both east and west of the St Johns River, and will also include a sub-aqueous crossing of the

river itself. In order to access the river, acquisition of an easement (or easement rights) is necessary to obtain a corridor in which to install the line from University Blvd to the river's east bank. (No new easements are required on the west side of the river, because the proposed route will utilize property currently owned by JEA between the west bank and Talleyrand Avenue.)

The ideal location for the sewer main on the river's east bank requires the acquisition of additional rights in an existing 60' wide City of Jacksonville drainage easement from the two following property owners; Jacksonville University, a Florida not-for-profit corporation, and OLT II, Inc., a Florida corporation. A third party appraisal valued the easement rights on JU property in the amount of \$70,900. JEA has reached an agreement with JU for the easement rights in the amount of \$95,000. A third party appraisal valued the easement rights on OLT II, Inc. property in the amount of \$129,600. JEA has reached an agreement with OLT II, Inc. in the amount of \$150,000. A review of the relevant appraisals and negotiated purchase prices was conducted by JEA's OGC approved eminent domain legal counsel. The memos find that JEA's acceptance of the property owner's counteroffers of \$95,000 and \$150,000, respectively, would be preferable to proceedings in eminent domain.


The Real Property Procurement Officer and OGC have reviewed and approved the purchase agreements. Real Estate Services requests approval of the subject easement acquisitions as outlined in the respective purchase agreements to support capacity and redundancy improvements for the Arlington East Wastewater Treatment Facility.

Request approval of purchase from Jacksonville University in the amount of \$95,000.00 and OLT II, Inc. in the amount of \$150,000.00, for a not-to-exceed amount of \$245,000.00 for the subject property - Real Estate Purchase, subject to the availability of lawfully appropriated funds.

Director: Pope, Jordan A. - Dir Economic Development and Real Estate

Chief: McElroy, Alan D. - Interim Chief Supply Chain Officer

APPROVALS:

 11/5/2020

Chairman, Awards Committee **Date**

Budget Representative **Date**

 11/9/2020

Project: Arlington East Sludge Main
RE Parcel #: 128153-0510

JEA
EASEMENT PURCHASE AGREEMENT

THIS EASEMENT PURCHASE AGREEMENT is made and entered as of the date on which the latter of the parties hereto executes this Agreement (the "Effective Date") by and between **JEA**, a body politic and corporate ("Buyer"), and **OLT II, INC.**, a Florida corporation ("Seller").

WITNESSETH:

For and in consideration of the mutual covenants and conditions herein contained, Seller hereby agrees to sell and Buyer hereby agrees to buy the following property or interest therein, upon the following terms and conditions:

1. Description.
Grant of Easement as set forth in Exhibit A. The real property described in the Grant of Easement shall be referred to hereinafter as the "Easement Property."
2. Purchase Price.
The Buyer shall pay Seller the sum of \$150,000.00, hereinafter the "Purchase Price," for the Grant of Easement at Closing.
3. Survey.
Buyer may obtain a survey of the Easement Property. If the survey shows any matters that are unacceptable to Buyer, Buyer shall notify Seller of same and, if Seller is unable or unwilling to cure such matters prior to Closing, Buyer may terminate this Agreement.
4. Title.
Buyer may obtain a title insurance commitment, committing to insure Buyer's easement interest in the Easement Property in the total amount of the Purchase Price and a policy insuring Buyer's easement interest in the Easement Property. If the commitment reflects any matters that are unacceptable to Buyer, Buyer shall notify Seller of same and, if Seller is unable or unwilling to cure such matters prior to Closing, Buyer may terminate this Agreement.
5. Environmental Reports.
Buyer may obtain Phase I and Phase II environmental site assessments with respect to the Easement Property. If Buyer determines the condition of the Easement Property is not acceptable, Buyer may terminate this Agreement.
6. Inspection.
Buyer and its agents shall at any time prior to Closing have the right and privilege to enter upon the Easement Property and inspect, examine, survey and otherwise perform or conduct such tests, assessments, inspections, studies, audits or other evaluations as Buyer deems necessary.
7. Conveyance Documents.
Seller shall execute the Grant of Easement and provide same to Buyer at Closing.

8. Casualty.
Risk of any casualty to or loss of the Easement Property occurring prior to Closing shall be borne by Seller.
9. Real Estate Commission.
Seller represents and warrants to Buyer that Seller has not engaged any broker or other persons to whom a fee is owed.
10. Closing.
The consummation of the transaction contemplated hereby for the purchase of the Grant of Easement shall take place within 90 days of the date Buyer executes this Agreement. The Closing shall take place at the offices of Edwards Cohen, 200 W. Forsyth Street, Suite 1300, Jacksonville, Florida 32202, or at a location to be mutually designated by Buyer and Seller.
11. Documents to be delivered at Closing.
Seller shall deliver to Buyer at Closing:
- A. Grant of Easement attached as Exhibit A.
 - B. Consent and Joinder of any mortgage holder.
 - C. A properly completed and executed beneficial interest affidavit and disclosure statement as required by Section 286.23, F.S., if applicable.
 - D. A certification that Seller is not a foreign person for purposes of Section 1445, Internal Revenue Code.
 - E. An Owners No Lien and Possession Affidavit.
 - F. Any other documentation reasonably required to consummate the transaction.
12. Closing Costs.
Closing costs shall be paid by SELLER or Buyer as indicated.
(Check Where Applicable):
- | | SELLER | BUYER |
|--|--------|-------|
| (a) documentary stamps | X | |
| (b) Seller's attorney fees | X | |
| (c) Buyer's attorneys fees | | X |
| (d) recording fees for curative documents | | X |
| (e) recording fees for easements | | X |
| (f) survey | | X |
| (g) title commitment and policy | | X |
| (h) Phase I and Phase II environmental site assessments. | | X |
13. Notices.
Any notice that a party shall give hereunder shall be effective if in writing and delivered personally to the other party or sent by certified mail, postage prepaid and return receipt requested, addressed as follows:

To Buyer: JEA, Real Estate
21 W. Church Street
Jacksonville, FL 32202
Attention: Brandon Traub

To Seller: OLT II, Inc.
1371 W. Rahn Rd.
Dayton, OH 45459

14. Awards Committee

This Agreement is contingent upon the approval of Buyer's Awards Committee. If Buyer's Awards Committee does not approve the purchase of the Grant of Easement as contemplated herein, Buyer may terminate this Agreement.

15. Purchase of Easement from Jacksonville University

This Agreement is contingent upon Buyer's acquisition of an easement from an adjacent property owner for the continuation of the subject utilities. Such acquisition to be closed simultaneously with the purchase contemplated herein. If Buyer is unable to acquire such an easement from Jacksonville University, Buyer may terminate this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed on the dates stated below.

BUYER:

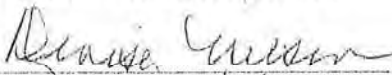
JEA, a body politic and corporate

By: 
Jordan Pope
Director, Economic Development and Real Estate

Date: 1/2/20

SELLER:

OLT II, INC., a Florida corporation

By: 
Print: Denise Nelson
Its: Treasurer

Date: 12/19/19

Project: Arlington East Sludge Main
RE Parcel #: A portion of 128153-0505

**JEA
EASEMENT PURCHASE AGREEMENT**

THIS EASEMENT PURCHASE AGREEMENT (this "Agreement") is made and entered into as of the date on which the latter of the parties hereto executes this Agreement (the "Effective Date") by and between **JEA**, a body politic and corporate ("Buyer"), and **JACKSONVILLE UNIVERSITY**, a Florida not-for-profit corporation ("Seller").

WITNESSETH:

For and in consideration of the mutual covenants and conditions herein contained, Seller hereby agrees to sell and Buyer hereby agrees to buy the following property or interest therein, upon the following terms and conditions:

1. Description.
Non-Exclusive Grant of Easement as set forth in Exhibit A attached hereto (the "Grant of Easement"). The real property described in the Grant of Easement shall be referred to hereinafter as the "Easement Property."
2. Purchase Price.
The Buyer shall pay Seller the sum of \$95,000.00, hereinafter the "Purchase Price," for the Grant of Easement at Closing.
3. Survey.
Buyer may obtain a survey of the Easement Property. If the survey shows any matters that are unacceptable to Buyer, Buyer shall notify Seller of same and, if Seller is unable or unwilling to cure such matters prior to Closing, Buyer may terminate this Agreement.
4. Title.
Buyer may obtain a title insurance commitment, committing to insure Buyer's easement interest in the Easement Property in the total amount of the Purchase Price and a policy insuring Buyer's easement interest in the Easement Property. If the commitment reflects any matters that are unacceptable to Buyer, Buyer shall notify Seller of same and, if Seller is unable or unwilling to cure such matters prior to Closing, Buyer may terminate this Agreement.
5. Environmental Reports.
Buyer may obtain Phase I and Phase II environmental site assessments with respect to the Easement Property. If Buyer determines the condition of the Easement Property is not acceptable based upon specific findings in the environmental site assessments, Buyer may terminate this Agreement.
6. Inspection.
Buyer and its agents shall at any time prior to Closing have the right and privilege to enter upon the Easement Property and inspect, examine, survey and otherwise perform or conduct such tests, assessments, inspections, studies, audits or other evaluations as Buyer deems necessary. All such inspections, investigations, and examinations shall be undertaken at Buyer's sole cost and expense. Buyer will coordinate all on-site inspections with Seller so that Seller shall have the option of having a representative present at any and all such on-site inspections. Buyer shall not cause any damage to the

Property during its inspections. After completing any such inspections, Buyer shall promptly restore and repair or, at Seller's option, reimburse Seller for repair and restoration costs, with regard to any damage caused by Buyer's inspections to substantially the same condition that existed immediately prior to such inspection. Subject to the provisions and limitations of Section 768.28, Florida Statutes, Buyer hereby agrees to indemnify and hold Seller harmless from any and all claims made or causes of action brought against Seller or the Property resulting from the activities of Buyer or any of Buyer's employees, contractors, consultants, agents, or servants in conducting any such inspections on the Property. The terms of this Section 6 shall survive the Closing or the termination of this Agreement, as applicable.

7. Conveyance Documents.

Seller shall execute the Grant of Easement and provide same to Buyer at Closing.

8. Casualty.

Risk of any casualty to or loss of the Easement Property occurring prior to Closing shall be borne by Seller.

9. Real Estate Commission.

Seller and Buyer each represent and warrant to the other party that it has not engaged any broker or other persons to whom a fee is owed.

10. Closing.

The consummation of the transaction contemplated hereby for the purchase of the Grant of Easement shall take place within 90 days of the date Buyer executes this Agreement. The Closing shall take place at the offices of Edwards Cohen, 200 W. Forsyth Street, Suite 1300, Jacksonville, Florida 32202, or at a location to be mutually designated by Buyer and Seller.

11. Documents to be delivered at Closing.

Seller shall deliver to Buyer at Closing:

- A. Grant of Easement attached as Exhibit A.
- B. Consent and Joinder of any mortgage holder.
- C. A properly completed and executed beneficial interest affidavit and disclosure statement as required by Section 286.23, F.S., if applicable.
- D. A certification that Seller is not a foreign person for purposes of Section 1445, Internal Revenue Code.
- E. An Owners No Lien and Possession Affidavit.
- F. Any other documentation reasonably required to consummate the transaction.

12. Closing Costs.

Closing costs shall be paid by Seller or Buyer as indicated.

(Check Where Applicable):

	SELLER	BUYER
(a) documentary stamps	X	
(b) Seller's attorney fees	X	
(c) Buyer's attorney fees		X
(d) recording fees for curative documents		X
(e) recording fees for easements		X
(f) survey		X
(g) title commitment and policy		X
(h) Phase I and Phase II environmental site assessments.		X
(i) all other closing costs not specified above		X

13. Notices.

Any notice that a party shall give hereunder shall be effective if in writing and delivered personally to the other party or sent by certified mail, postage prepaid and return receipt requested, or by commercial courier service (such Federal Express), addressed as follows:

To Buyer: JEA, Real Estate
21 W. Church Street
Jacksonville, FL 32202
Attention: Brandon Traub

With Copy to: Edwards Cohen
200 W. Forsyth St., Suite 1300
Jacksonville, FL 32202
Attention: Brian Dawes, Esq.

To Seller: Jacksonville University
2800 University Blvd. N.
Jacksonville, FL 32211
Attention: _____

With Copy to: ADB Legal
1500 Riverside Avenue
Jacksonville FL 32204
Attention: Meredith A Carlo

14. Awards Committee.

This Agreement is contingent upon the approval of Buyer's Awards Committee. If Buyer's Awards Committee does not approve the purchase of the Grant of Easement as contemplated herein, Buyer may terminate this Agreement.

15. Purchase of Easement from OLT II, Inc.

This Agreement is contingent upon Buyer's acquisition of an easement from an adjacent property owner for the continuation of the subject utilities, such acquisition to be closed simultaneously with the purchase contemplated herein. If Buyer is unable to acquire such an easement from OLT II, Inc., Buyer may terminate this Agreement.

16. As-Is

Buyer acknowledges and agrees that Seller, except as set forth herein, has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether expressed or implied, oral or written, past, present or future, of, as to, concerning or with respect to the Easement Property including, without limitation: (a) value, nature, quality or condition of the Easement Property; (b) income to be derived from the Easement Property; (c) suitability of the Easement Property for any and all activities and uses which Buyer may conduct thereon; (d) compliance of or by the Easement Property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body; (e) habitability, merchantability, marketability, profitability or fitness for particular purpose of the Easement Property; (f) manner or quality of the construction or of the materials incorporated into the Easement Property, if any; (g) manner, quality, state of repair or lack of repair of the Easement Property; or (h) other matters with


respect to the Easement Property and specifically that Seller has not made, does not make and specifically disclaims any representation regarding compliance with any federal, state or local environmental law, regulation or ordinance regarding hazardous substances or waste including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA") and Chapters 376 and 403, Florida Statutes (1993), both as amended or modified. Except for the representations and warranties made by Seller contained herein or in any of the documents delivered at closing, Buyer further acknowledges and agrees that having been given the opportunity to inspect the Easement Property, Buyer is relying solely on its own investigation of the Easement Property and not on any information provided or to be provided by Seller. Buyer further acknowledges and agrees that any information provided or to be provided with respect to the Easement Property was obtained from a variety of sources and that Seller has not made any independent investigation or verification of such information and makes no representations as to the accuracy or completeness of any such information. Buyer agrees that Seller is not, and shall not be, liable or bound in any manner by any verbal or written statements, representations, or information pertaining to the Easement Property, or the operation thereof, furnished by any real estate broker, agent, employee, servant or any other person. Buyer further acknowledges and agrees that to the maximum extent permitted by state, local and federal law, the sale of the Easement Property as provided for herein is made on a "AS IS" condition and basis with all faults. It is understood and agreed that the Purchase Price has been adjusted by prior negotiations to reflect that all of the Easement Property is sold by Seller and purchased by Buyer subject to the foregoing.

[remainder of page intentionally blank; signature page follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed on the dates stated below.

BUYER:


JEA, a body politic and corporate

By: 
Jordan Pope
Director, Economic Development and Real
Estate

Date: 7-14-20

SELLER:

JACKSONVILLE UNIVERSITY,
a Florida not-for-profit corporation

By: 
Print: RANDON J FREGGAUR
Its: SVP / CFO

Date: 7.14.2020

FIRST AMENDMENT TO EASEMENT PURCHASE AGREEMENT

This First Amendment to Easement Purchase Agreement (this "Amendment") is dated as of the 25th day of MAY, 2020, between **OLT II, INC.**, a Florida corporation ("Seller"), and **JEA**, a body politic and corporate ("Buyer").

RECITALS:

A. Buyer and Seller previously entered into that certain Easement Purchase Agreement dated January 2, 2020 (the "Purchase Agreement") for the purchase of an easement interest on certain land located in Duval County, Florida, defined in the Purchase Agreement as the "Easement Property."

B. Buyer and Seller wish to amend the Purchase Agreement as set forth herein.

NOW, THEREFORE, in consideration of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. Recitals and Definitions. The recitals above are true and correct and incorporated herein by reference. Capitalized terms not otherwise defined herein shall have the same definitions as set forth in the Purchase Agreement. The Purchase Agreement is in full force and effect and neither party is in default thereunder.

2. Closing. Notwithstanding anything to the contrary in the Purchase Agreement, Buyer and Seller hereby agree that Closing shall take place on or before July 22, 2020. In addition, Buyer shall have the option to extend Closing for an additional thirty (30) days upon written notice to Seller.

3. No Other Amendments. Except as expressly modified by this Amendment, the Purchase Agreement, all of its provisions, and portions of the provisions not changed herein, shall all remain unchanged and in full force and effect.

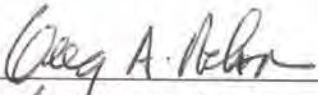
4. Inconsistencies. Any sections of the Purchase Agreement containing language inconsistent with the foregoing shall be deemed amended to reflect the intent of the parties as expressed herein. All other terms and conditions of the Purchase Agreement shall remain in full force and effect. Defined terms which have been modified or changed in this Amendment shall be incorporated into the Purchase Agreement as defined herein.

5. Counterparts; Execution. This Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which, together, shall constitute one and the same instrument even though both parties may not have executed the same counterpart. Facsimile or PDF copies of this Amendment executed by the Seller or Buyer shall operate as and may be relied upon as an original signature.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

SELLER:

OLT II, INC., a Florida corporation

By: 
Name: Greg A. Nelson
Title: PRESIDENT

BUYER:

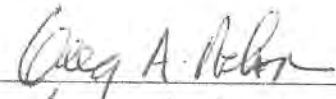
JEA, a body politic and corporate

By: _____
Jordan Pope
Director, Economic Development and Real
Estate

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

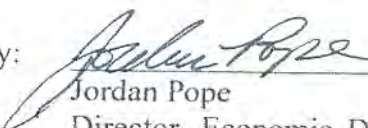
SELLER:

OLT II, INC., a Florida corporation

By: 
Name: Greg A. Nelson
Title: PRESIDENT

BUYER:

JEA, a body politic and corporate

By: 
Jordan Pope
Director, Economic Development and Real Estate

MAP OF
JEA UTILITY EASEMENT A

A PART OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 18581, PAGE 2257 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, LYING IN THE FRANCIS RICHARD GRANT, SECTION 38, TOWNSHIP 2 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

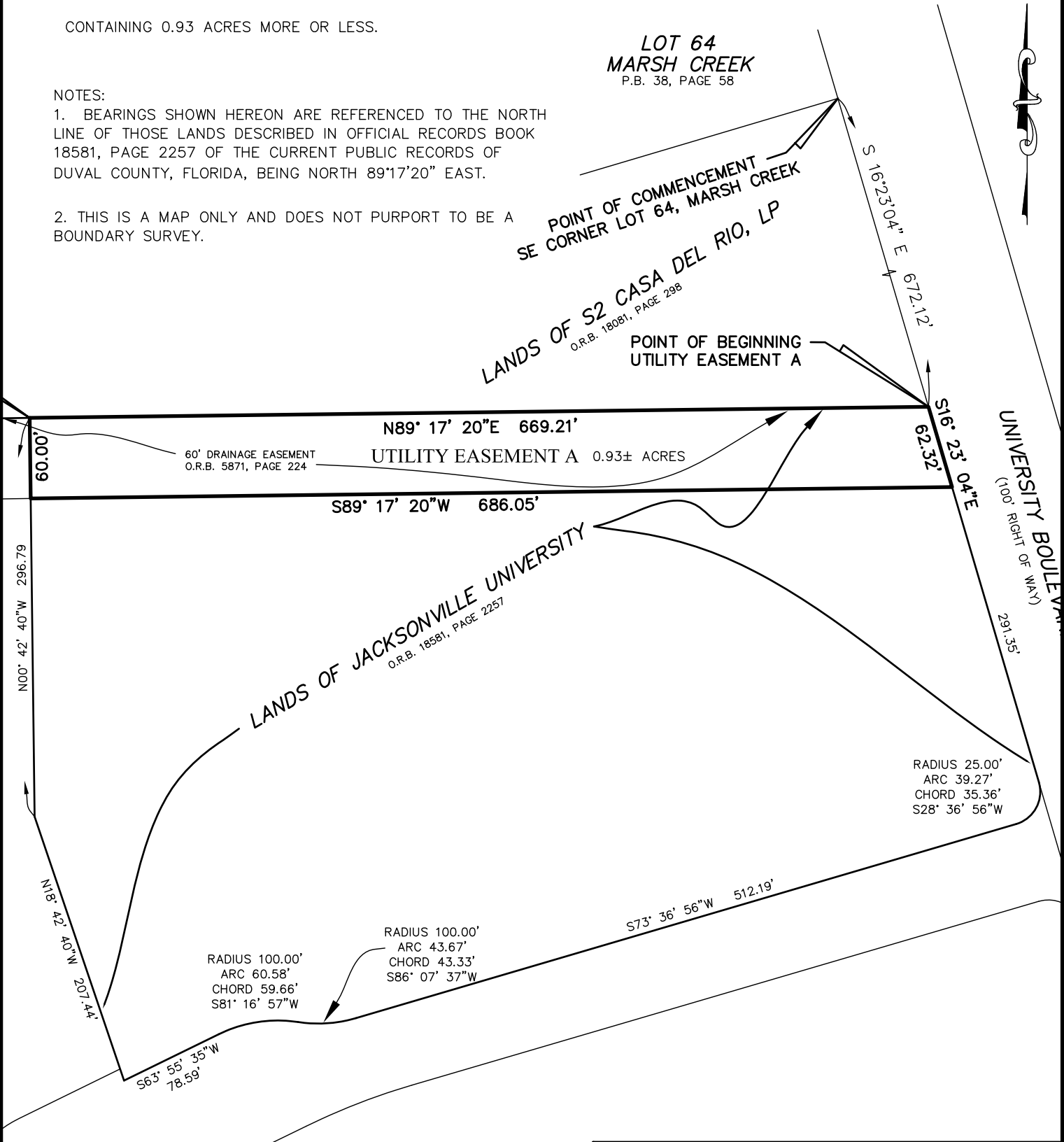
COMMENCE AT THE AT THE SOUTHEAST CORNER OF LOT 64, MARSH CREEK, AS RECORDED IN PLAT BOOK 38, PAGE 58 OF SAID PUBLIC RECORDS, SAID POINT LYING ON THE WESTERLY RIGHT OF WAY LINE OF UNIVERSITY BOULEVARD, (A 100 FOOT RIGHT OF WAY AS NOW ESTABLISHED); THENCE SOUTH 16 DEGREES 23 MINUTES 04 SECONDS EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE OF UNIVERSITY BOULEVARD, 672.12 FEET TO THE NORTHEAST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 18581, PAGE 2257 OF SAID PUBLIC RECORDS AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 16 DEGREES 23 MINUTES 04 SECONDS EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, 62.32 FEET; THENCE SOUTH 89 DEGREES 17 MINUTES 20 SECONDS WEST, LEAVING SAID WESTERLY RIGHT OF WAY LINE, AND ALONG A LINE PARALLEL WITH AND LYING 60 FEET SOUTHERLY OF WHEN MEASURED AT RIGHT ANGLES TO THE NORTHERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 18581, PAGE 2257, 686.05 FEET TO THE WESTERLY LINE OF SAID LANDS; THENCE NORTH 00 DEGREES 42 MINUTES 40 SECONDS WEST, ALONG SAID WESTERLY LINE, 60.00 FEET TO THE NORTHWEST CORNER THEREOF; THENCE NORTH 89 DEGREES 17 MINUTES 20 SECONDS EAST, ALONG THE NORTH LINE OF SAID LANDS, 669.21 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.93 ACRES MORE OR LESS.

NOTES:

1. BEARINGS SHOWN HEREON ARE REFERENCED TO THE NORTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 18581, PAGE 2257 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, BEING NORTH 89°17'20" EAST.

2. THIS IS A MAP ONLY AND DOES NOT PURPORT TO BE A BOUNDARY SURVEY.



I CERTIFY TO: JEA
THAT THIS MAP MEETS THE STANDARDS OF PRACTICE
FOR PROFESSIONAL SURVEYORS AND MAPPERS
IN THE STATE OF FLORIDA PURSUANT TO CHAPTER 61G17, F.A.C.

SIGNED BRENDA D. CATONE, PSM
REGISTRATION # 5447
DATE: JULY 24, 2019 SCALE 1" = 100' L.B. # 4603

DEGROVE
Surveyors, Inc.
2131 CORPORATE SQUARE BLVD.
JACKSONVILLE, FL 32216
(904) 722-0400

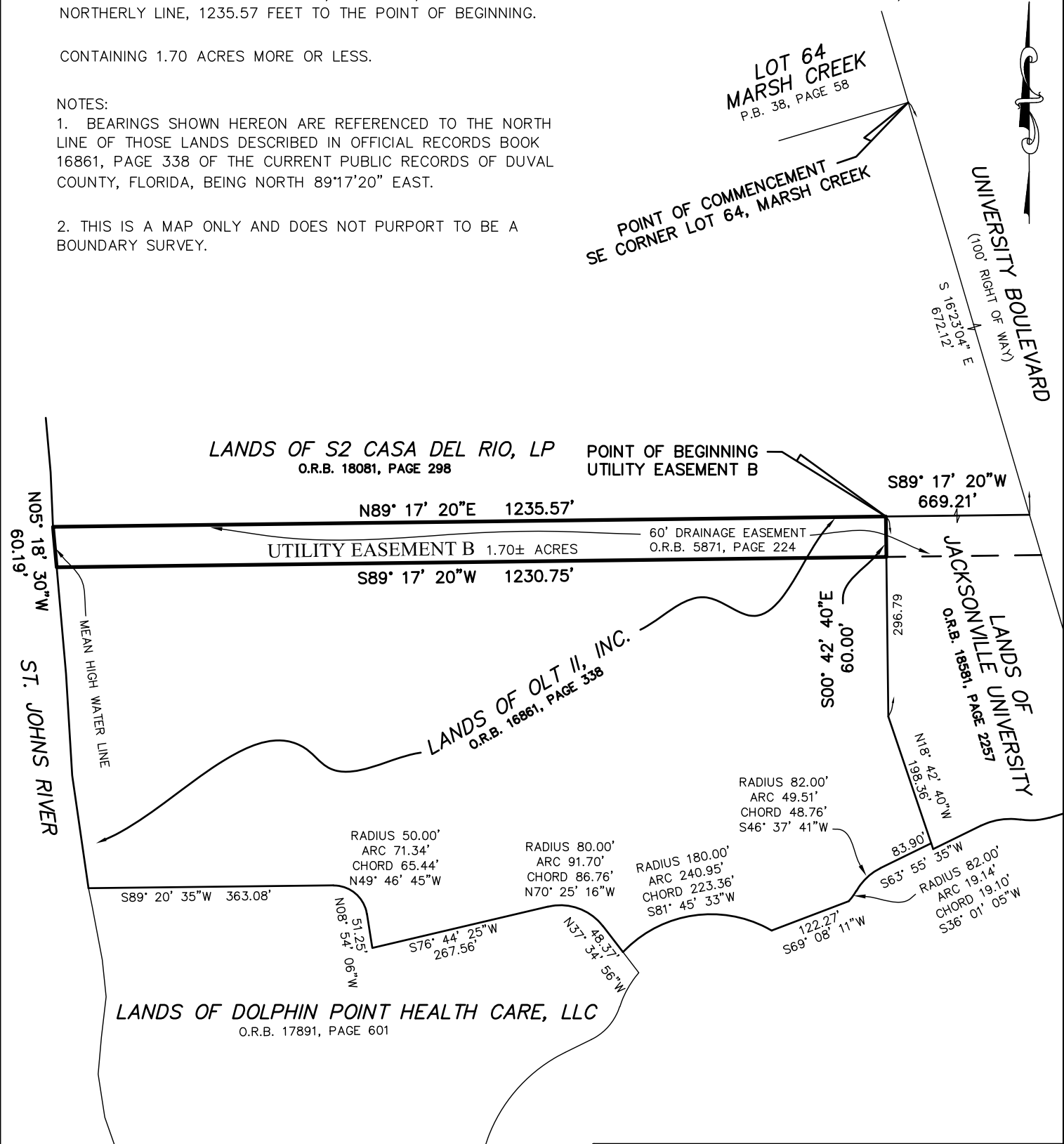
MAP OF
JEA UTILITY EASEMENT B

A PART OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 16861, PAGE 338 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, LYING IN THE FRANCIS RICHARD GRANT, SECTION 38, TOWNSHIP 2 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE AT THE SOUTHEAST CORNER OF LOT 64, MARSH CREEK, AS RECORDED IN PLAT BOOK 38, PAGE 58 OF SAID PUBLIC RECORDS, SAID POINT LYING ON THE WESTERLY RIGHT OF WAY LINE OF UNIVERSITY BOULEVARD, (A 100 FOOT RIGHT OF WAY AS NOW ESTABLISHED); THENCE SOUTH 16 DEGREES 23 MINUTES 04 SECONDS EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE OF UNIVERSITY BOULEVARD, 672.12 FEET TO THE NORTHEAST CORNER OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 18581, PAGE 2257 OF SAID PUBLIC RECORDS; THENCE SOUTH 89 DEGREES 17 MINUTES 20 SECONDS WEST, LEAVING SAID WESTERLY RIGHT OF WAY LINE, AND ALONG THE NORTHERLY LINE OF SAID LANDS, 669.21 FEET TO THE NORTHWEST CORNER THEREOF AND THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 42 MINUTES 40 SECONDS EAST, ALONG THE WESTERLY LINE OF SAID LANDS, 60.00 FEET; THENCE SOUTH 89 DEGREES 17 MINUTES 20 SECONDS WEST, ALONG A LINE PARALLEL WITH AND LYING 60 FEET SOUTHERLY OF WHEN MEASURED AT RIGHT ANGLES TO THE NORTHERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 16861, PAGE 338, 1230.75 FEET TO THE MEAN HIGH WATER LINE OF THE ST. JOHNS RIVER; THENCE NORTH 05 DEGREES 18 MINUTES 30 SECONDS EAST, ALONG SAID MEAN HIGH WATER LINE, 60.19 FEET TO THE NORTHWEST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 16861, PAGE 338; THENCE NORTH 89 DEGREES 17 MINUTES 20 SECONDS EAST, ALONG SAID NORTHERLY LINE, 1235.57 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.70 ACRES MORE OR LESS.

- NOTES:
1. BEARINGS SHOWN HEREON ARE REFERENCED TO THE NORTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 16861, PAGE 338 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, BEING NORTH 89°17'20" EAST.
2. THIS IS A MAP ONLY AND DOES NOT PURPORT TO BE A BOUNDARY SURVEY.



I CERTIFY TO: JEA

THAT THIS MAP MEETS THE STANDARDS OF PRACTICE FOR PROFESSIONAL SURVYEORS AND MAPPERS IN THE STATE OF FLORIDA PURSUANT TO CHAPTER 61G17, F.A.C.

SIGNED
BRENDA D. CATONE, PSM
REGISTRATION # 5447
DATE: JULY 24, 2019 SCALE 1" = 200' L.B. # 4603

DEGROVE
Surveyors, Inc.
2131 CORPORATE SQUARE BLVD.
JACKSONVILLE, FL 32216
(904) 722-0400

Saalfeld Shad Law Firm

Memorandum

DATE: June 24, 2020

TO: Brandon Traub

FROM: Joel Settembrini

SUBJECT: Project – Arlington East Sludge Main
Owner – Jacksonville University

This provides our evaluation of JEA's proposed agreed acquisition of a 0.93 acre sewer force main easement from Jacksonville University.

The permanent easement is 60 feet wide and about 686 feet long and is located along the northern boundary of a 6.6 acre parcel that is currently being improved with a three-story building that will house a number of the university's healthcare programs. A drawing depicting the acquisition is attached for your reference.

JEA is acquiring the parcel for the Arlington East Sludge Main Project, which involves installing a sewer force main under the river. The easement will be coextensive with an existing City drainage easement on JU's property.

JEA's appraiser valued the parcel using a standard Sales Comparison Approach. The appraiser (1) selected four relatively recent property transactions having unit values of \$7.12 to \$11.89 per square foot, (2) adjusted the unit values for location and other factors to a range of \$5.70 to \$7.73 per square foot, and (3) reconciled these figures to a value of \$7.00 per square foot. The appraiser then determined that the City's existing drainage easement rights comprise 50 percent of the value of the "fee" (the entire so-called "bundle" of property rights), and that the force main easement will consume 50 percent of the remaining 50 percent, or in other words, 25 percent of the fee interest. Accordingly, the appraiser determined the value of the force main easement to be \$7.00 times 25 percent times 40,511 square feet or \$70,900 (rounded).

It is noteworthy that JU purchased this property in October 2018 from neighboring owner OLT II, Inc. for \$1.98 million, representing a unit value of \$6.89 per square foot. It is therefore somewhat surprising that the appraiser's \$7.00 per square foot value is only 1.6 percent higher considering that the valuation date is almost two years later. It is also worth noting that the easement percentages are a judgment call and adjusting one or both of them up or down can result in a significantly different valuation.

JU has extended a counterproposal of \$95,000, or \$24,100 more than JEA's appraisal. This represents a \$9.38 per square foot value for the land, which is considerably higher than the \$7.00 value determined in JEA's appraisal, but is within the range of unadjusted values of \$6.89 to \$11.89 per square foot represented by JEA's comparable sales. Given the range of these data points and the potential significant impact of adjusting the easement percentages, the \$95,000 counterproposal is well within the range that could be derived by an appraiser engaged by the owner if the matter is litigated.

Acceptance of the counteroffer would also avoid the prospect of substantial litigation expenses (attorneys' fees, expert fees and costs on both sides) for which JEA would be responsible in eminent domain. Cases of this sort are notorious for the substantial fees generated by the parties' competing experts, which often include appraisers, land planners and other professionals. Such litigation can also be a significant ongoing distraction for the condemning authority personnel involved in the acquisition. Accordingly, it appears that JEA's acceptance of the owner's \$95,000 counterproposal would be preferable to proceedings in eminent domain.



JS/kn

Attachment

Before	287,496± SF	6.600± AC
Acquisition (Permanent Easement)	40,511± SF	0.930± AC
Remainder	287,496± SF	6.600± AC



Saalfeld Shad Law Firm

Memorandum

DATE: June 24, 2020

TO: Brandon Traub

FROM: Joel Settembrini

SUBJECT: Project – Arlington East Sludge Main
Owner – OLT II, Inc.

This provides our evaluation of JEA's proposed agreed acquisition of a 1.7 acre sewer force main easement from OLT II, Inc.

The permanent easement is 60 feet wide and 1,235.57 feet long and is located along the northern boundary of a 16.103 acre vacant parcel on the east bank of the St. Johns River along the northerly perimeter of Jacksonville University in Arlington. A drawing depicting the acquisition is attached for your reference.

JEA is acquiring the parcel for the Arlington East Sludge Main Project, which involves installing a sewer force main under the river. The easement will be coextensive with an existing City drainage easement on the OLT II property.

JEA's appraiser valued the parcel using a standard Sales Comparison Approach. The appraiser (1) selected five relatively recent property transactions having unit values of \$6.89 to \$11.89 per square foot, (2) adjusted the unit values for location and other factors to a range of \$5.70 to \$7.73 per square foot, and (3) reconciled these figures to a value of \$7.00 per square foot. The appraiser then determined that the City's existing drainage easement rights comprise 50 percent of the value of the "fee" (the entire so-called "bundle" of property rights), and that the force main easement will consume 50 percent of the remaining 50 percent, or in other words, 25 percent of the fee interest. Accordingly, the appraiser determined the value of the force main easement to be \$7.00 times 25 percent times 74,052 square feet or \$129,600 (rounded).

It is noteworthy that one of the appraiser's five comparable sales is OLT II's October 2018 sale to Jacksonville University of the adjacent non-riverfront parcel for \$1.98 million, representing a unit value of \$6.89 per square foot. Surprisingly, the appraiser's \$7.00 per square foot value for the riverfront parcel is only 1.6 percent higher. It is also worth noting that the easement percentages are a judgment call and adjusting one or both of them up or down can result in a significantly different valuation.

OLT II has extended a counterproposal of \$150,000, or \$20,400 more than JEA's appraisal. This represents an \$8.10 per square foot value for the land, which is somewhat higher than the \$7.00 value determined in JEA's appraisal, but is within the range of unadjusted values of \$6.89 to \$11.89 per square foot represented by JEA's comparable sales. Given the range of these data points and the potential significant impact of adjusting the easement percentages, the \$150,000 counterproposal is well within the range that could be derived by an appraiser engaged by the owner if the matter is litigated.

Acceptance of the counteroffer would also avoid the prospect of substantial litigation expenses (attorneys' fees, expert fees and costs on both sides) for which JEA would be responsible in eminent domain. Cases of this sort are notorious for the substantial fees generated by the parties' competing experts, which often include appraisers, land planners and other professionals. Such litigation can also be a significant ongoing distraction for the condemning authority personnel involved in the acquisition. Accordingly, it appears that JEA's acceptance of the owner's \$150,000 counterproposal would be preferable to proceedings in eminent domain.



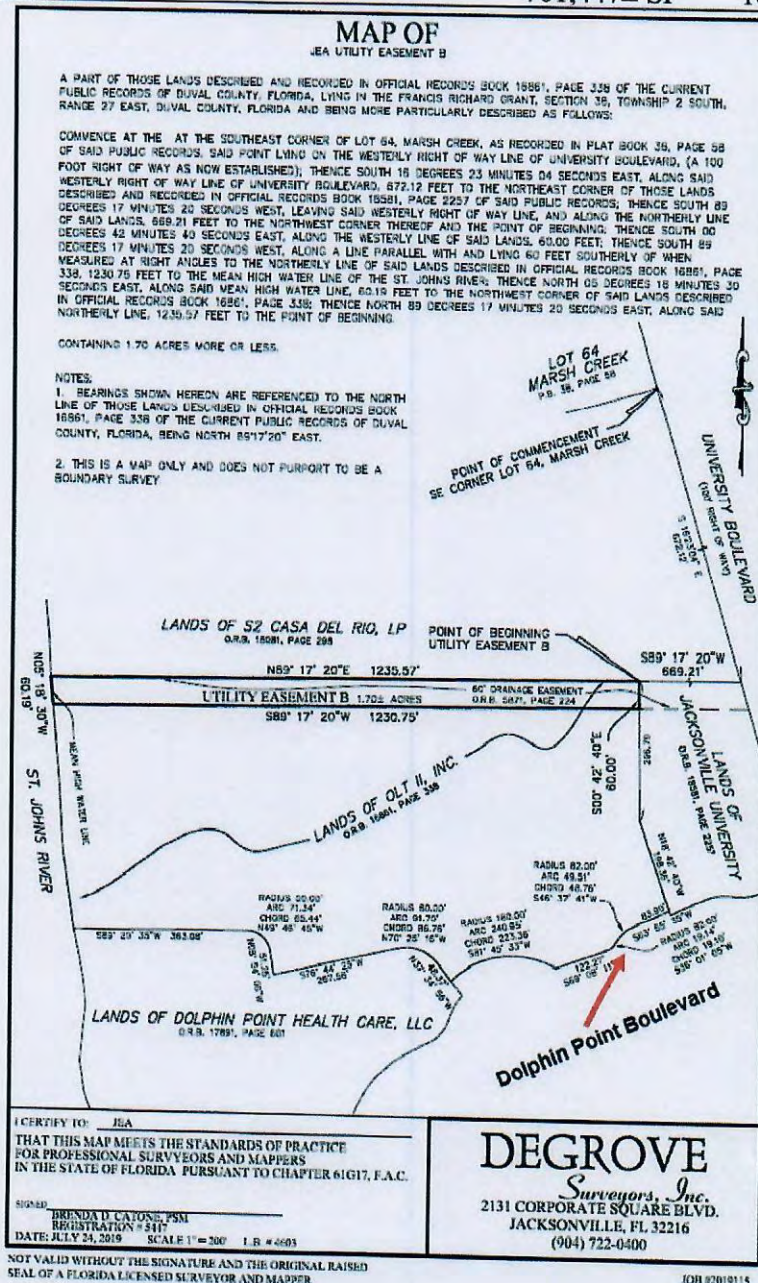
JS/kn

Attachment

Parcel Sketch

Land Area Summary

Before	701,447± SF	16.103± AC
Acquisition (Permanent Easement)	74,052± SF	1.700± AC
Remainder	701,447± SF	16.103± AC





September 23, 2019

Mr. Brandon Traub
JEA, Real Estate Coordinator
21 West Church Street, CC6
Jacksonville, FL 32202

Subject: 5491 Dolphin Point Boulevard
Jacksonville, FL 32211
CBRE - File No. 19-392JA-0202-2

Dear Mr. Traub,

I have prepared an Appraisal Report of the above referenced parcel. This property is owned by Jacksonville University.

I have appraised this parcel for the purpose of forming an opinion of market value for the proposed acquisition area as described herein. The property rights appraised for the proposed acquisition are those associated with a Perpetual Easement. The accompanying report describes the data, analysis, and conclusions that are relevant to this Appraisal Report.

I hereby certify: that I have personally inspected the property, have no interest contingent or otherwise in the property appraised and to the best of my knowledge the information, data and opinions presented herein are correct and are subject to the "Assumptions and Limiting Conditions" which are included as part of this Appraisal Report.

In my opinion, total compensation due for this parcel as of September 6, 2019 is:

\$70,900

I hope you find my report to be thorough and well presented. If you have any questions concerning the appraisal, please feel free to contact me.

Respectfully submitted,

A handwritten signature in blue ink, reading "Nick Chop".

Nicholas Franjo Chop, MAI, R/W-AC
Cert Gen RZ2660



September 23, 2019

Mr. Brandon Traub
JEA, Real Estate Coordinator
21 West Church Street, CC6
Jacksonville, FL 32202

Subject: 3412 University Boulevard
Jacksonville, FL 32211
CBRE - File No. 19-392JA-0202-1

Dear Mr. Traub,

I have prepared an Appraisal Report of the above referenced parcel. This property is owned by OLT II, Inc.

I have appraised this parcel for the purpose of forming an opinion of market value for the proposed acquisition area as described herein. The property rights appraised for the proposed acquisition are those associated with a Perpetual Easement. The accompanying report describes the data, analysis, and conclusions that are relevant to this Appraisal Report.

I hereby certify: that I have personally inspected the property, have no interest contingent or otherwise in the property appraised and to the best of my knowledge the information, data and opinions presented herein are correct and are subject to the "Assumptions and Limiting Conditions" which are included as part of this Appraisal Report.

In my opinion, total compensation due for this parcel as of September 6, 2019 is:

\$129,600

I hope you find my report to be thorough and well presented. If you have any questions concerning the appraisal, please feel free to contact me.

Respectfully submitted,

A handwritten signature in blue ink, reading "Nick Chop".

Nicholas Franjo Chop, MAI, R/W-AC
Cert Gen RZ2660



Formal Bid and Award System

Award #5 November 5, 2020

Type of Award Request: RENEWAL
Requestor Name: Scott Souder
Requestor Phone: 904-665-6132
Project Title: Vegetation Management Services for JEA
Project Number: HE30711 O&M, 8006817, 8006659, 8006679, 8006650, 8006815, 8006673 (Capital)
Project Location: JEA
Funds: Capital & O&M
Budget Estimate: \$1,600,000.00

Scope of Work:

This work shall consist of furnishing all labor, equipment, and material necessary for line clearance of all designated JEA electric, water, and wastewater facilities. The location of the work shall be any job site within the boundaries of JEA's service territory. This includes, but is not limited to, urban, suburban, and rural environments, work within the travel way of single and multi-lane roadways, wooded rights-of-way, plants (power, water, wastewater), electric substations, lift stations, well sites, timberland, and near commercial and industrial facilities. No minimum quantities guaranteed.

JEA IFB/RFP/State/City/GSA#: 097-18
Purchasing Agent: Lovgren, Rodney
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
THE DAVEY TREE EXPERT COMPANY	Michael Mittiga	michael.mittiga@davey.com	1500 N. Mantua Street, OH 44240	800-445-8733	\$1,600,000.00

Amount of Original Award: \$1,292,782.55
Date of Original Award: 01/11/2019
Change Order Amount: \$1,600,000.00
New Not-To-Exceed Amount: \$2,892,782.55
Length of Contract/PO Term: One (1) Year w/ Two (2) – 1 Yr. Renewals
Begin Date (mm/dd/yyyy): 01/31/2019
End Date (mm/dd/yyyy): 01/31/2022
Renewal Options: None remaining
JSEB Requirement: N/A – Optional

Background/Recommendations:

Competitively bid and originally approved by Awards Committee on 1/11/2019 in the amount of \$1,292,782.55 to The Davey Tree Expert. A copy of the original award is attached as backup.


The solicited term was for three years with fixed rates. JEA elected to initially issue this contract as a one year contract award with fixed rates with two, one year renewals. JEA executed the first renewal January 9, 2020 with an expiration of January 9, 2021.

JEA is now requesting to execute the final renewal and add funds to support five crews to perform Time and Materials work. JEA has used this approach to develop an additional supplier in the JEA territory and provide additional coverage during storm events. Having a secondary provider also ensures a supplier is in place as a back-up for the primary contract. JEA intends to solicit a new T&M agreement at the end of this renewal term and maintain a secondary supplier which will cover the transition of the primary contract.


Request approval to award a Contract Increase to The Davey Tree Expert for construction services for Time and Material vegetation management in the amount of \$1,600,000.00, for a new not-to-exceed amount of \$2,892,782.55, subject to the availability of lawfully appropriated funds.

Manager: N/A
Director: Wheeler, Kim M. - Dir Preventative Maintenance & Contract Management
VP: Erixton, Ricky D. - Interim General Manager Electric Systems

APPROVALS:

 11/5/2020

Chairman, Awards Committee **Date**

 11/9/2020

Budget Representative **Date**



Formal Bid and Award System

CPA 179729

Award #3

January 10, 2019

Type of Award Request: INVITATION TO NEGOTIATE (ITN)
Request #: 6226
Requestor Name: Kim Wheeler - Manager, T&D Preventative Maintenance
Requestor Phone: (904) 665-6355
Project Title: Vegetation Management Services for JEA
Project Number: 30706 (O&M & various other capital lines)
Project Location: JEA Operating Territory
Funds: O&M
Budget Estimate: \$3,100,000.00 (Three (3) Year Amount)
Scope of Work:

This work shall consist of furnishing all labor, equipment, and material necessary for line clearance of all designated JEA electric, water, and wastewater facilities. The location of the work shall be any job site within the boundaries of JEA's service territory. This includes, but is not limited to, urban, suburban, and rural environments, work within the travel way of single and multi-lane roadways, wooded rights-of-way, plants (power, water, wastewater), electric substations, lift stations, well sites, timberland, and near commercial and industrial facilities. No minimum quantities guaranteed.

JEA IFB/RFP/State/City/GSA#: 097-18
Purchasing Agent: Lovgren, Rodney
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	One (1) Yr. Amount
THE DAVEY TREE EXPERT COMPANY	Michael Mittiga	michael.mittiga@davey.com	1500 N. Mantua Street, OH 44240	407 383 0648 800-445-8733	\$1,292,782.55

Amount for entire term of Contract/PO: \$1,292,782.55
Award Amount for remainder of this FY: \$969,586.91
Length of Contract/PO Term: One (1) Year
Begin Date (mm/dd/yyyy): 01/10/2019
End Date (mm/dd/yyyy): 01/09/2020
Renewal Options: Yes - Two (2) - 1 Yr. Renewals
JSEB Requirement: N/A - Optional

BIDDERS:

Company Name	First Round	BAFO	Rank
THE DAVEY TREE EXPERT COMPANY	\$3,945,581.30	\$3,877,082.95	1
BURFORD'S TREE	\$4,152,761.23	\$4,077,730.91	2
LEWIS TREE	\$4,797,812.65	N/A	N/A

Background/Recommendations:

Advertised on 07/30/2018. Five (5) companies attended the mandatory pre-response meeting held on 09/28/2018. At Response opening on 10/09/2018, JEA received three (3) Responses. Two (2) companies were

short-listed and invited to submit Best and Final Offers (BAFO). JEA evaluated the companies on price only (100 points). Davey Tree is deemed the lowest Responsive and Responsible Respondent. Copies of the Response Form and Workbook are attached as backup.

JEA's current incumbent (Tree's Inc.) was not invited to bid on work, as the purpose of this contract is to establish a secondary provider. JEA is developing a second provider to provide the following:

- Supplement the incumbent's existing time and materials (T&M) crews
- Diversify local storm response resources
- Require additional qualifications for Certified Arborist and Pesticide License, in order provide a higher level of service to our customers

Davey Trees rates are approximately six (6%) on labor and fifteen (15%) on equipment higher than the current incumbent contract, or \$103,510.44 over the one (1) year period; however, this solicitation has additional qualification requirements and is a significantly smaller scope of services. Additionally, rates are fixed for the term of the contract, whereas the incumbent contract receives annual CPI. The budget estimate was determined on expected estimated labor and equipment hours required over the three (3) year contract period. Post BAFO round JEA has elected to reduce the term of the contract to a one (1) year term with two, one year optional renewals. Renewals will be subject to performance reviews and price continuity. Davey lowered their price by \$68,498.35 (1.7%) in the BAFO round.

The savings will be tracked as followed:

- Total cost difference: (\$103,510.44)
- Total sourcing savings: $\$68,498.35 / 3 = \$22,832.78$ (reduced from three to one year term)

JEA intends to use three to five T&M crews from Davey Tree on a forty (40) hour per week basis to supplement the incumbent work forces at different locations throughout the JEA territory. The T&M crews work in transmission line right-of-ways, reclaiming our easements, assisting private tree contractors with safety clearance (OSHA mandates a 10' clearance from electric lines), achieving vegetative clearance for electric reliability projects, pole replacements, even lift station resiliency and sewer cave-ins and in many other various support roles, including storm restoration services. The expected split for the work is eighty percent (80%) incumbent, twenty percent (20%) Davey Tree. The work has been budgeted and will consist of 50% Capital and 50% O&M projects. The funds will come from the already budgeted vegetation management account.

The continued growth of the vendor base is extremely important to have competition the next time these services are bid out. It should be noted that the incumbent, Trees Inc., was recently evaluated in JEA's Vendor Performance Program as "Needs Improvement". JEA will be meeting with Trees Inc. in the coming weeks to discuss this evaluation and review their quality assurance plan.

097-18 - Request approval to award a contract to Davey Tree Expert Company for vegetation management services in the amount of \$1,292,782.55, subject to the availability of lawfully appropriated funds.

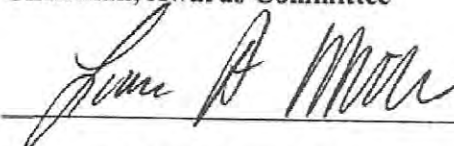
Manager: Wheeler, Kim M. - Manager, T&D Preventative Maintenance
Director: Erixton, Ricky D. - Director, T&D Maintenance
VP: Anders, Caren B. - VP/GM Electric Systems

APPROVALS:

 1/11/19

Chairman, Awards Committee

Date



Manager, Capital Budget Planning

1/11/19

Date

THE DAVEY TREE EXPERT COMPANY

CORPORATE OFFICE, 1500 N. MANTUA ST., P.O. BOX 5193, KENT, OHIO 44240-5193
TEL. 330-673-9511



November 16, 2018

Mr. Rodney Lovgren
Purchasing Agent Senior
Jacksonville Electric Authority

RE: 097-18 BAFO Response

Rodney:

Thank you for taking the time to meet with Davey on October 30th and discussing the JEA system needs and pricing opportunities. Attached please find our revised pricing schedule

Our proposal represents our best and final offer, per your instructions. The market for certified line clearance tree trimmers has become increasingly difficult to operate in. As contractors, our job is to ensure we are providing a quality product without sacrificing safety and value. Employees in the industry are skilled craftsmen and want to be recognized as such. We feel our proposal is representative of our desire to provide the best service and value to JEA, while maintaining a workforce that is properly compensated and dedicated to our client. After the meeting on the 30th, we reassessed our pricing and found a couple opportunities for additional savings to JEA.

We very much appreciate the opportunity to provide this pricing and look forward to building a successful partnership with you and your team. At your convenience, we would be happy to discuss our proposal in further detail.

Sincerely,

Kevin Bauer
Utility Operations



Procurement Bid Office
Customer Center 1st Floor, Room 002
21 W. Church Street
Jacksonville, Florida 32202

October 4, 2018

Addendum Number: **Three (3)**

Title: **Vegetation Management – Supplemental Services**

JEA Solicitation Number: **097-18**

Response Due Date: **November 14, 2018**

Due Date Time: **12:00 PM**

This addendum is for the purpose of making the following additions, deletions, changes or clarifications

This Addendum 3 requests the Respondents to submit their Best and Final Offers (BAFOs) electronically in pdf by November 14, 2018, 12:00 PM Noon (EST) by email to: lovgrd@jea.com. Respondents not submitting a BAFO will have their first round submitted Total Bid Price used in Evaluation. Individual Unit Prices for specific scopes of work may change (increase or decrease), however, the submitted BAFO Total Bid Price (Total Response price) cannot be higher than the submitted first round Total Bid Price.

Documents to submit with your BAFO Response by email.

- Bid Form – Attached to this Addendum 3.
 - Note: The Bid form has a selection box for Fixed Rates for 3 year terms or Fixed year 1 subject to CPI in years 2 and 3.
- BAFO Bid Workbook – excel file attachment to Addendum 3.

Additional information for Companies to consider in submitting their BAFOs:

Price Adjustment: The solicitation provides price adjustment for Labor Rates after year 1 in accordance with the price adjustment clause in the solicitation. The Fuel Price adjustment remains the same. Companies may bid the percentage of the equipment subject to fuel price adjustment. The Bid Workbook excel spreadsheet calculates a fuel price % impact and adds it to the Bid Total.

In the submission of a BAFO Response, a Company may elect to fix rates for the term (3 years) of the contract. A block has been added to the Bid Response Form to select “Fixed Price” for the three term or “Annual Price Adjustment subject to CPI”. For the purpose of comparing companies a forecast price adjustment percentage of 1.74% for CPI CUUR0000SA0 (<https://data.bls.gov/timeseries/CUUR0000SA0>) will be used to evaluate companies for years two and three of the contract. An Example and price table from BLS.gov has been provide below:

Example:

Supplier 1 - Submits an hourly rate for Trimmer at \$15/hour fixed for three year contract term. The evaluation total for this rate will be \$14.65 (year 1), \$14.75 (year 2), \$14.75 (year 3). These rates will be multiplied by the annual forecast 31,200 and used to develop an evaluated total = $(\$15 \times 31,200) + (\$15 \times 31,200) + (\$15 \times 31,200) = \$1,371,240$.

Supplier 2 – Submits an hourly rate for Trimmer of \$14.50/hour subject to price adjustment. The evaluation total for this rate will be \$14.50 (year 1), $\$14.50 \times 1.0174 = \14.75 (year 2), $\$14.75 \times 1.0174 = \15.01 (year 3). These rates will be multiplied by the annual forecast 31,200 and used to develop an evaluated total = $(\$14.50 \times 31,200) + (\$14.75 \times 31,200) + (\$15.01 \times 31,200) = \$1,380,912.00$

The Evaluated Total of \$1,380,912 for Supplier 1 is higher than the evaluated total of \$1,371,240.00 for supplier 2. Supplier 2 is the evaluated lowest total price to JEA.

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	annual change January - January
2008	211.080	211.693	213.528	214.823	216.632	218.815	219.964	219.086	218.783	216.573	212.425	210.228	0.03%
2009	211.143	212.193	212.709	213.240	213.856	215.693	215.351	215.834	215.969	216.177	216.330	215.949	2.63%
2010	216.687	216.741	217.631	218.009	218.178	217.965	218.011	218.312	218.439	218.711	218.803	219.179	1.63%
2011	220.223	221.309	223.467	224.906	225.964	225.722	225.922	226.545	226.889	226.421	226.230	225.672	2.93%
2012	226.665	227.663	229.392	230.085	229.815	229.478	229.104	230.379	231.407	231.317	230.221	229.601	1.59%
2013	230.280	232.166	232.773	232.531	232.945	233.504	233.596	233.877	234.149	233.546	233.069	233.049	1.58%
2014	233.916	234.781	236.293	237.072	237.900	238.343	238.250	237.852	238.031	237.433	236.151	234.812	-0.09%
2015	233.707	234.722	236.119	236.599	237.805	238.638	238.654	238.316	237.945	237.838	237.336	236.525	1.37%
2016	236.916	237.111	238.132	239.261	240.229	241.018	240.628	240.849	241.428	241.729	241.353	241.432	2.50%
2017	242.839	243.603	243.801	244.524	244.733	244.955	244.786	245.519	246.819	246.663	246.669	246.524	2.07%
2018	247.867	248.991	249.554	250.546	251.588	251.989	252.006	252.146	252.439				
													2008 - 2018 Jan
													10 yr annual average 1.74%

Provided below are the Current Contract Billing Rates (range JEA actually pays the current contractor for the employees). Note the current contract dictates a minimum pay scale and provides adders and markup to develop "billable rates". The table below provides a range – Lowest and Highest – for each category:

Job Title	Low	High
General Foreman:	\$35.52	\$37.02
Crew Leader:	\$26.07	\$33.32
Trimmer:	\$19.80	\$22.80
Groundman:	\$17.68	\$18.43

The adders:

Herbicide:	\$1.50
ISA:	\$3.00
ISA Certified Tree Worker:	\$2.00
Class "B" CDL:	\$0.75
Climbing:	\$0.50
5-10 years:	\$1.00
10-15 years:	\$2.00
15-20 years:	\$2.50
20+ years:	\$3.00

Equipment Rates

60/70' Aerial Unit Dump Body Unit	HR	\$16.98
60/70 AERIAL UNIT 4X4 Body Unit With Winch	HR	\$22.94
60/70 AERIAL UNIT 4X4 FLATBED WITH WINCH	HR	\$23.17
55' AERIAL Dump Body Unit	HR	\$13.56
SPLIT DUMP TRUCK – CREW-CAB, 4-DOOR	HR	\$10.20
SPLIT DUMP TRUCK –NON-CREW-CAB, 2-DOOR	HR	\$9.32
DISC BRUSH CHIPPER	HR	\$4.60
LARGE DISC BRUSH CHIPPER	HR	\$8.27
GRAPPLE LOADER / Hydraulic Dump Truck	HR	\$30.74

Gasoline Powered Hand Tool (Saws, Blowers, Pole Pruner, Weed Eater)	HR	\$0.35
PICK-UP 3/4 TON, WITH STUMP GRINDER	HR	\$12.45
PICK-UP 1/2 TON, 4x4 (GF Truck)	HR	\$11.42
PICK-UP 3/4 TON, 4x4, CREW CAB	HR	\$9.95
PICK-UP 1/2 TON,, 4x4	HR	\$9.95
TRACTOR 4X4, with transporter	HR	\$28.74
(BROWN) TREE CUTTER	HR	\$3.40
BATWING MOWER	HR	\$3.28
75' JARRAFF - TRACKED	HR	\$45.82
75' JARRAFF - Rubber Tired	HR	\$46.82
ATV(s)	HR	\$4.03
SQUIRT BOOM BUCKET	HR	\$15.60
Back Yard Bucket 35"	HR	\$26.45
127HP Caterpillar Skidster - Fecon	HR	\$57.80
Stump Grinder	HR	\$4.63

**APPENDIX B
BAFO - RESPONSE FORM**

097-18 VEGETATION MANAGEMENT - SUPPLEMENTAL SERVICES

Submit an electronic copy by email to: lovgrd@jea.com by the Bid Due Date

COMPANY INFORMATION:

COMPANY NAME: The Davey Tree Expert Company
BUSINESS ADDRESS: 1500 N. Mantua Street
CITY, STATE, ZIP CODE: Kent, Ohio 44240
TELEPHONE: 800-445-8733
FAX: 330-673-0702
EMAIL OF CONTACT: kevin.bauer@davey.com

- ☒ Labor Rate Fixed for three (3) year of the contract term.
- Or -
☐ Labor Rates Fixed for first year of the contract, subject to CPI Price adjustment in year 2 and 3.
- And -
☒ I have read and understood the Sunshine Law/Public Records clauses contained within this solicitation. I understand that in the absence of a redacted copy my proposal will be disclosed to the public "as-is".

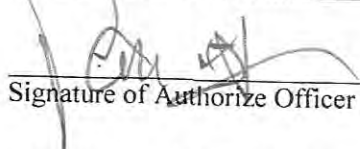
Company's Certification

By submitting this Proposal, the Proposer certifies that it has read and reviewed all of the documents pertaining to this ITN and agrees to abide by the terms and conditions set forth therein, that the person signing below is an authorized representative of the company, that the company is legally authorized to do business in the State of Florida, and that the company maintains in active status an appropriate license for the work. The company certifies that its recent, current, and projected workload will not interfere with the company's ability to Work in a professional, diligent and timely manner.

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

DESCRIPTION	TOTAL BID PRICE
BAFO - Total Bid Price from the JEA Bid Workbook - 097-18 Vegetation Management - Supplemental Services (Enter the total from the Bid Workbook)	\$ 3,877,082.95

We have received addenda 1 through 3

Signature of  Authorize Officer of Company or Agent

November 16, 2018

Date

Dan A. Joy | Executive Vice President
Printed Name & Title

Acknowledge receipt of this addendum on the Response Form



Formal Bid and Award System

Award #6

November 5, 2020

Type of Award Request: JOINT PROJECT
Requestor Name: Hamilton, Thomas R.
Requestor Phone: (904) 665-1884
Project Title: Pages Dairy Rd. - Felmor Rd. to Chester Ave. – Transmission Water Main
Project Number: 8005535
Project Location: JEA
Funds: Capital
Budget Estimate: \$4,491,067.00

Scope of Work:

This request for Construction of approximately 2,221 LF of 16" ductile iron water main along Felmor Rd. (includes approximately 160 LF of 30" cased railroad crossing) from the 12" water main termination on Felmor Rd. to Pages Dairy Rd. (200A), from Felmor Rd. construct approximately 13,489 LF of 16" ductile iron water main along Pages Dairy Rd. (200A) and tie-in the new water main to the existing 16" water main along Chester Road.

Note: This request does not include construction of the Lofton Creek Bridge Water Main installation, which will installed via a separate Joint Project with FDOT.

JEA IFB/RFP/State/City/GSA#: N/A
Purchasing Agent: Kruck, Daniel R.
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
PETTICOAT-SCHMITT CIVIL CONTRACTORS, INC.	Ryan Schmitt	rschmitt@petticoatschmitt.com	6380 Philips Hwy, Jacksonville, FL 32216	(904) 751-0888	\$2,421,911.00

Amount for entire term of Contract/PO: \$2,421,911.00
Award Amount for remainder of this FY: \$2,061,673.00
Length of Contract/PO Term: Project Completion
Begin Date (mm/dd/yyyy): 01/15/2021
End Date (mm/dd/yyyy): Project Completion (Expected: December 2021)
JSEB Requirement: N/A – Nassau County Joint Project

BIDDER:

Name	Total Bid	JEA Portion
PETTICOAT-SCHMITT CIVIL CONTRACTORS, INC.	\$5,969,904.32	\$2,421,911.00
J.B. COXWELL CONTRACTING, INC.	\$6,509,362.85	\$3,076,333.00

Background/Recommendations:

JEA's Pages Dairy Rd. - Felmor Rd. to Chester Rd. proposed water main is within the Nassau County's footprint/right-of-way for the Pages Dairy Rd. Roadway Improvement Project. This request to install the proposed water main within the project limits of the Nassau County Pages Dairy Rd. Roadway Improvement Project. The design consultant completed the water main design in association with the roadway project and designed the water main per JEA standards and specifications.

JEA's utility construction work was bid by Nassau County via the terms of the existing JEA/Nassau County Agreement, which is attached for reference. By doing so, roadway restoration costs was minimized. Per the terms of the agreement, JEA is to issue a separate contract for JEA's portion of the work. The difference between the original estimate and the award amount is due to JEA not having to pay for restoration services for a majority of the pipeline path due to the Nassau county project in the same roadway. A copy of Petticoat-Schmitt's Bid is attached as backup.


Request approval to award Petticoat-Schmitt Civil Contractors, Inc. a contract for construction services for the Pages Dairy Rd. - Felmor Rd. to Chester Ave. – Transmission Water Main project in the amount of \$2,421,911.00, subject to the availability of lawfully appropriated funds.

Manager: DiMeo, Elizabeth A. - Mgr W/WW Project Management

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


GM: Vu, Hai X. - Interim GM Water Wastewater Systems

APPROVALS:

 11/5/2020

Chairman, Awards Committee

Date

 11/9/2020

Budget Representative

Date

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into this 23rd day of September, 2019, by and between JEA ("JEA") and Nassau County, Florida ("Nassau County").

Recitals

WHEREAS, JEA and Nassau County (collectively, the "Agencies" or, individually, an "Agency"), will enter into agreement for the design and construction of the Pages Dairy Road Project, Felmor to Chester Water Main (the "Work");

WHEREAS, the Agencies desire to collectively solicit bids for both the design and construction (the "Work") for the Pages Dairy Road Project, Felmor Road to Chester Water Main;

WHEREAS, the Agencies have discussed the terms and conditions on which JEA will draft, issue and manage the Solicitation, and the Agencies desire to put such terms and conditions in writing;

NOW, THEREFORE, in consideration of the mutual promises contained herein, each of the Agencies agree as follows:

Agreements

1. Design Services. Following execution of this MOU, Nassau County will amend its design contract with Connelly & Wicker, Inc. to include JEA's portion of the work. JEA will be responsible for all design costs associated with the incorporation of the water main design.
2. Construction Services. Upon completion of the design services, Nassau County will issue a Solicitation for construction of the Pages Dairy Road Project, Felmor to Chester Water Main in the form of the draft Solicitation circulated to each of the Agencies prior to execution of this MOU (the "Construction Solicitation").
3. Construction Engineering Inspection (CEI) Services. Upon completion of the design services, Nassau County will issue a Solicitation for Construction Engineering Inspection (CEI) services for the Pages Dairy Road Project, Felmor to Chester Water Main in the form of the draft Solicitation circulated to each of the Agencies prior to execution of this MOU (the "CEI Solicitation").

4. Award Recommendation. Nassau County, on behalf of the Agencies, will manage the Construction Solicitation and CEI Solicitation (the "Solicitations") and make all administrative determinations concerning minimum qualifications, timeliness, responsiveness and all other aspects of administration of the Solicitations up to and including determining the successful bidders (the "Successful Bidders").
5. Contract. Each Agency will enter into a separate final contract with the Successful Bidders for the scope of work described in the Construction Solicitation and CEI Solicitation (collectively, the "Contracts" or, separately, a "Contract"). Subject to the terms set forth in this MOU, the Agencies bind themselves to the good faith negotiation of Contracts with the Successful Bidders. Nassau County shall issue the Construction Solicitation and CEI Solicitation and negotiate standard contract terms and conditions on behalf of all Agencies, which terms and conditions will be substantially in the form of the standard contract provisions contained in the Solicitation (including the Special Provisions for JEA, attached in an Appendix to the Construction Solicitation and CEI Solicitation).
6. Term. Each contract will have a term until completion (the "Initial Term"), commencing on the effective date of each Contract.
7. Fee Payment. The costs of the Solicitations will be shared equally among the Agencies. Each Agency shall be responsible for all of its respective costs for all services and equipment procured by the Agency under the Solicitations and nothing in this MOU or in the Solicitations shall be construed to create an obligation of one Agency to cover any costs or expenses or create any liability of one Agency for the access control system of another Agency. JEA will pay CEI and Construction costs associated with and required by the Water Main construction directly to the CEI service provider and Construction contractor. Nassau County will pay CEI and Construction costs associated with and required by the Roadway resurfacing and widening construction directly to the CEI service provider and Construction contractor.

8. Contract Management: Each Agency will be responsible for administration of its own Contracts, including, but not limited to all purchase orders, invoices, payments, contract management, amendments and renewals. However, each Agency shall continue to collaborate with all Agencies by providing notice to the other Agencies as soon as reasonably possible after an Agency discovers any problems or issues with the Access System or the services provided under the Contracts.
9. Joint Marketing. Each Agency will use commercially reasonable efforts to solicit interest in the Solicitations.
10. Publicity. All press releases issued by any Agency with respect to this MOU, the Solicitations or the relationship created by the Agencies with the Successful Bidders shall be presented to the other Agencies reasonably in advance of issuance and shall be subject to the other Agencies' prior approval, which shall not be unreasonably withheld or delayed.
11. Procurement Management. Each Agency shall appoint a single individual (a "Procurement Manager") to be primarily responsible for: (1) arranging all meetings, visits and consultations between the Agencies relating to the Solicitations; (2) receiving all notices under this MOU and the resulting Solicitations; and (3) coordinating all administrative matters relating to the Solicitations. The Procurement Managers shall also be responsible for coordinating the resolution of any issues and disputes between the parties arising under this MOU. From time to time during the terms of the Contracts, each Agency may replace its Procurement Manager with another person having equivalent authority by providing written notice to the other Agencies.
12. Warranties. Each Agency represents and warrants to the other agencies that neither the execution of this MOU nor the performance described hereunder will, directly or indirectly, violate or interfere with the terms of another agreement to which such Agency is a party, or give any governmental entity the right to suspend, terminate, or modify any of its governmental authorizations or assets required for performance under this MOU. Each Agency represents and warrants to the other Agency that it will not enter into any

agreement, if the execution or performance of such agreement would violate or interfere with this MOU or the resulting Solicitations or Contracts.

13. General: This MOU may be amended only by a written instrument executed by all Agencies. This MOU and all transactions contemplated herein shall be governed by, construed in accordance with, and enforced under the laws of the State of Florida, notwithstanding its choice of law rules to the contrary or any other state's choice of law rules. Any litigation involving this MOU shall take place in the state or federal courts located exclusively in Nassau County, Florida.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed and delivered by their duly authorized officers, as of the date first above written.

Nassau County, Florida

By: 

Its: Chairman

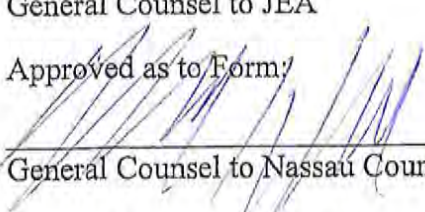
JEA

By: 

Its: Director, Procurement Services

Approved as to Form:

General Counsel to JEA

Approved as to Form: 

General Counsel to Nassau County

SECTION 00 41 15

BID FORM

COPY

PROJECT IDENTIFICATION: Pages Dairy Road Widening
Bid Number NC20-012
Nassau County, Florida

BID DEADLINE: Wednesday, August 5, 2020 AT 4:00 PM

THIS BID IS SUBMITTED TO: Board of County Commissioners, Nassau County
Robert M. Foster Center
Office of the Ex-Officio Clerk
76347 Veterans Way, Suite 456
Yulee, Florida 32097

- 1.01** The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the County in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

Company Name (typed or printed): Petticoat-Schmitt Civil Contractors, Inc.
Business address: 6380 Philips Highway, Jacksonville, FL 32216
Phone No.: (904) 751-0888 Fax No.: (904) 751-0988
Contact Name: Kimberly S. Bryan
Contact Title: Vice President of Pre-Construction
Contact email address: kbryan@petticoatschmitt.com

- 2.01** Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of the County.

- 3.01** In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged:

Addendum No.

1

Addendum Date

7/6/2020

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and (2) reports and drawings of a Hazardous Environmental Condition, if any, which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.
- E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect costs, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of the work to be performed by the County and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

- I. Bidder has given Engineer of Record written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer of Record is acceptable to Bidder.
 - J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- 4.01** Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the County.
- 5.01** Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BID TAB Part A
ROADWAY IMPROVMENTS FOR PAGES DAIRY ROAD

Item No.	Pay Item	Pay Item Description	Units	Quantity	Cost Per Unit	Total Cost
1	101-1	MOBILIZATION	LS	1		
					380,000.00	380,000.00
2	102-1	MAINTENANCE OF TRAFFIC	LS	1		
					140,000.00	140,000.00
3	104-10-3	SEDIMENT BARRIER	LF	15,240		
					4.25	64,770.00
4	104-12	STAKED TURBIDITY BARRIER- NYL REINF PVC	LF	1,560		
					6.20	9,672.00
5	107-1	LITTER REMOVAL AND DISPOSAL	AC	102		
					55.00	5,610.00
6	107-2	MOWING	AC	100		
					75.00	7,500.00
7	110-1-1	CLEARING AND GRUBBING	AC	22.8		
					17,500.00	399,000.00
8	110-4-10	REMOVAL OF EXIST CONC	SY	599		
					15.00	8,985.00
9	110-7-1	MAILBOX, RELOCATE	EA	28		
					60.00	1,680.00
10	120-1	REGULAR EXCAVATION	CY	12,948		
					5.00	64,740.00
11	120-4	SUBSOIL EXCAVATION	CY	1,974		
					30.00	59,220.00
12	120-6	EMBANKMENT	CY	13,571		
					8.00	108,568.00
13	160-4	TYPE B STABILIZATION	SY	29,977.5		
					7.25	217,336.88
14	285-701	OPTIONAL BASE GROUP 1	SY	11,548.2		
					12.75	147,239.55
15	285-704	OPTIONAL BASE GROUP 4, (DRIVEWAY)	SY	3,132.3		
					13.75	43,069.13
16	285-706	OPTIONAL BASE GROUP 6	SY	7,929.8		
					20.00	158,596.00
17	285-713	OPTIONAL BASE GROUP 13 (TYPE B-12.5 ONLY)	SY	1,082.5		
					60.00	64,950.00
18	327-70-6	MILLING EXIST ASPH PAVT, 1.5" AVG DEPTH	SY	4,698.6		
					3.25	15,270.45
19	327-70-12	MILLING EXIST ASPH PAVT, 1.25" AVG DEPTH	SY	1,887.0		
					4.50	8,491.50

20	327-70-19	MILLING EXIST ASPH PAVT, 0.75" AVG DEPTH	SY	107.0		
					31.00	3,317.00
21	334-1-12	SUPERPAVE ASPHALT CONC, TRAFFIC B, (OVERBUILD)	TN	51.0		
					225.00	11,475.00
22	334-1-12	SUPERPAVE ASPHALTIC CONC, TRAFFIC B, (1.5") (Driveways)	TN	258.4		
					162.00	41,860.80
23	334-1-52	SUPERPAVE ASPHALTIC CONC, TRAFFIC B, PG 76-22 (1.0")	TN	1,950.2		
					156.00	304,231.20
24	337-7-81	ASPHALT CONC FRICTION COURSE, FC-12.5, TRAFFIC B, PG 76-22 (1.5")	TN	4,365.9		
					146.00	637,421.40
25	400-1-2	CONCRETE CLASS I, ENDWALLS	CY	51.0		
					975.00	49,725.00
26	400-4-1	CONCRETE CLASS IV (Box Culvert Extension)	CY	71.47		
					1,750.00	125,072.50
27	415-1-1	REINF. STEEL (Box Culvert Extension)	LB	11,243		
					1.00	11,243.00
28	425-1-541	INLETS, DT BOT, TYPE D, <10'	EA	1		
					3,000.00	3,000.00
29	430-174-115	PIPE CULVERT, OPTIONAL MATERIAL, 15" SIDE DRAIN	LF	70		
					55.00	3,850.00
30	430-174-118	PIPE CULVERT, OPTIONAL MATERIAL, 18" SIDE DRAIN	LF	1,121		
					55.00	61,655.00
31	430-174-218	PIPE CULVERT, OPTIONAL MATERIAL, 14"X23" SIDE DRAIN	LF	479		
					75.00	35,925.00
32	430-175-118	PIPE CULVERT, OPTIONAL MATERIAL, 18" (CROSS DRAIN EXTENSION)	LF	21		
					325.00	6,825.00
33	430-175-124	PIPE CULVERT, OPTIONAL MATERIAL, 24" (CROSS DRAIN EXTENSION)	LF	24		
					325.00	7,800.00
34	430-175-136	PIPE CULVERT, OPTIONAL MATERIAL, 36" (CROSS DRAIN EXTENSION)	LF	146		
					325.00	47,450.00

35	430-830	PIPE FILLING AND PLUGGING- PLACE OUT OF SERVICE	CY	4.8		
					575.00	2,760.00
36	430-984-123	MITERED END SECTION, 15" SIDE DRAIN	EA	6		
					700.00	4,200.00
37	430-984-125	MITERED END SECTION, 18" SIDE DRAIN	EA	64		
					700.00	44,800.00
38	430-984-625	MITERED END SECTION, 14"X23" SIDE DRAIN	EA	22		
					1,500.00	33,000.00
39	520-1-10	CONCRETE CURB & GUTTER, 18"	LF	72		
					27.00	1,944.00
40	522-2	CONCRETE SIDEWALK AND DRIVEWAYS, 6", (REINFORCED)	SY	521		
					58.00	30,218.00
41	527-2	DETECTABLE WARNINGS	SF	22		
					30.00	660.00
42	536-73	GUARDRAIL REMOVAL	LF	540		
					12.00	6,480.00
43	550-10-110	FENCING, TYPE A, 0.0 - 5.0', STANDARD	LF	117		
					11.25	1,316.25
44	550-10-210	FENCING, TYPE B, 0.0 - 5.0', STANDARD	LF	645		
					22.00	14,190.00
45	550-10-410	FENCING, WOOD FENCE, 0'-5'	LF	139		
					29.00	4,031.00
46	550-60-233	FENCE GATE, TYPE B, SLIDE/CANT, 12.1 – 18' OPEN	EA	1		
					5,000.00	5,000.00
47	550-60-400	FENCE GATE, RESET EXISTING	EA	1		
					350.00	350.00
48	570-1-1	PERFORMANCE TURF	SY	79,151		
					0.23	18,204.73
49	570-1-2	PERFORMANCE TURF, SOD	SY	17,587		
					2.00	35,174.00
50	700-1-11	SINGLE POST SIGN, F&I GROUND MOUNT, <12 SF	AS	14		
					360.00	5,040.00
51	700-1-50	SINGLE POST SIGN, RELOCATE	AS	3		
					215.00	645.00
52	700-1-60	SINGLE POST SIGN, REMOVE	AS	12		
					25.00	300.00
53	705-10-2	OBJECT MARKER, TYPE 2	EA	14		
					80.00	1,120.00

54	706-1-1	RAISED PAVEMENT MARKERS	EA	847		
					6.00	5,082.00
55	711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24"	LF	46.0		
					6.00	276.00
56	711-11-141	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDE LINE/ 6- 10 GAP EXTENSION, 6"	GM	0.061		
					3,000.00	183.00
57	711-11-160	THERMOPLASTIC, PREFORMED, WHITE, MESSAGE (RAILROAD)	EA	1		
					1,200.00	1,200.00
58	711-11-170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	12		
					120.00	1,440.00
59	711-11-224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18" FOR DIAGONAL OR CHEVRON	LF	616.6		
					4.80	2,959.68
60	711-14-160	THERMOPLASTIC, PREFORMED, WHITE, MESSAGE (BIKE)	EA	24		
					240.00	5,760.00
61	711-14-170	THERMOPLASTIC, PREFORMED, WHITE, ARROW (BIKE THRU ARROW)	EA	24		
					120.00	2,880.00
62	711-16-101	THERMOPLASTIC, STANDARD, WHITE, SOLID, 6"	GM	5.337		
					6,345.00	33,863.27
63	711-16-201	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 6"	GM	3.979		
					6,345.00	25,246.76
64	711-16-231	THERMOPLASTIC, STANDARD, YELLOW, SKIP, 6"	GM	1.378		
					2,990.00	4,120.22

BASE BID PART A TOTAL

TOTAL AMOUNT (ITEMS 1 TO 64)

\$ 3,547,993.30

(Figures)

Three million five hundred forty seven thousand nine hundred ninety three dollars and thirty cents

(Use Words)

**Bid Workbook- Construction for Pages Dairy Rd - Felmor Rd to Chester Rd -
Trans - Water Main**

M&P/Spec No. *	ITEM No.	ITEM DESCRIPTION	Total Est Quantity	Units	Unit Cost	Total Cost
BID Part B - JEA Work Within Pages Dairy Roadway Project Limits						
801.IV	1	A-3 Backfill Soil	244	CY	35.00	\$ 8,784.00-
801.VI.2	2	6" Concrete Slab, Reinforced	112	SY	155.00	\$ 17,360.00
801.VIII	3	Sodding (all types)	2837	SY	2.00	\$ 5,674.00-
801.IX.1	4	Pavement Removal	116	SY	26.00	\$ 3,016.00 -
801.IX.2	5	Pavement Repair - Cross Cuts and Patches (Roadway Replacement Pavement - Sheet U-44 and U-45)	34	SY	325.00	\$ 11,050.00
801.IX.2	6	Pavement Repair - Cross Cuts and Patches - Flowable Fill (Nassau County Detail No. 15)	102	SY	235.00	\$ 23,970.00-
801.X.1	7	Removal of Sidewalk	8	SY	45.00	\$ 360.00 -
801.X.2	8	Removal of Asphalt Driveway	343	SY	6.00	\$ 2,058.00 -
***TS-911	31	Temp Driveway Repair (4" Limerock or 5" Recycled Asphalt Pavement	807	SY	5.00	\$ 3,035.00 -
801.X4.	10	Installation of Sidewalk (5" thick)	8	SY	125.00	\$ 1,000.00 -
801.XIII.1	11	6" DI Water Main Pipe	549	LF	25.00	\$ 13,725.00-
801.XIII.1	12	16" DI Water Main Pipe	13489	LF	77.00	\$ 1,038,653.00
801.XIII.2	13	16" X 6" MJ Tee	27	EA	1,000.00	\$ 27,000.00-
801.XIII.2	14	16" MJ Tee	3	EA	1,352.00	\$ 3,975.00*
801.XIII.2	15	16" MJ 90 Deg Bend	4	EA	900.00	\$ 3,600.00*
801.XIII.2	16	16" MJ 45 Deg Bend	24	EA	750.00	\$ 18,000.00*
801.XIII.2	17	16" MJ 22.5 Deg Bend	14	EA	750.00	\$ 10,500.00*
801.XIII.2	18	16" MJ 11.25 Deg Bend	1	EA	750.00	\$ 750.00 -
801.XIII.2	19	6" MJ 45 Deg Bend	20	EA	200.00	\$ 4,000.00 -
801.XIII.6	20	16" Pipe Bell Restraint	208	EA	390.00	\$ 81,120.00*
801.XIII.8	21	Single 1" Water Service, Short	4	EA	625.00	\$ 2,500.00
801.XIII.8	22	Single 1" Water Service, Long	8	EA	1,150.00	\$ 9,200.00 -
801.XIII.8	23	Double 1" Water Service, Short	3	EA	1,500.00	\$ 4,500.00 -
801.XIII.8	24	Double 1" Water Service, Long	7	EA	2,200.00	\$ 15,400.00*
801.XIII.12	25	Temporary Sample Tap	5	EA	575.00	\$ 2,875.00 -
801.XIV.1	26	Fire Hydrant	27	EA	3,300.00	\$ 89,100.00*
801.XIV.3	27	16" MJ Gate Valve	20	EA	5,300.00	\$ 106,000.00*
801.XIV.3	28	6" MJ Gate Valve	27	EA	1,025.00	\$ 27,675.00 -
801.XIV.5	29	Meter Box	32	EA	225.00	\$ 7,200.00 -
801.XIV.8	30	Flushing Valve Below Grade	5	EA	2,100.00	\$ 10,500.00*
BID Part C - JEA Work Outside Pages Dairy Roadway Project Limits						
801.III.1.2	31	Removal of Structure, MES, 2-19"x30"	1	EA	300.00	\$ 300.00 -
801.III.2.4	32	Removal of Pipe below Grade (all types & sizes)	82	LF	7.50	\$ 465.00 -
801.VIII	33	Sodding (all types)	5935	SY	2.00	\$ 11,870.00 -
801.IX.1	34	Pavement Removal	173	SY	15.00	\$ 2,595.00 -
801.IX.6	35	Existing Pavement - Milling and Resurfacing (1.5")	1307	SY	18.50	\$ 24,178.50*
801.X.2	36	Removal of Driveway - Asphalt	124	SY	7.25	\$ 899.00 -
801.X.2	37	Removal of Driveway - Concrete	75	SY	15.50	\$ 1,162.50 -
801.X.5	38	Installation of Asphalt Driveway	390	SY	32.00	\$ 12,480.00
801.X.5	39	Installation of Concrete Driveway	79	SY	64.00	\$ 5,056.00 -
801.XII.1	40	Installation of RCP Drainage Pipe, 16" Pipe	37	LF	35.00	\$ 1,295.00 -
801.XII.1	41	Installation of 14"x23" RCP Drainage Pipe	21	LF	60.00	\$ 1,260.00 -
801.XII.2	42	Installation of Dual 19"x30" MES	1	EA	2,300.00	\$ 2,300.00 -
801.XII.2	43	Installation of 16" MES	2	EA	700.00	\$ 700.00 -
801.XII.2	44	Installation of 14"x23" MES	2	EA	1,500.00	\$ 1,500.00*
801.XIII.1	45	6" DI Water Main Pipe	61	LF	30.00	\$ 1,530.00*
801.XIII.1	46	16" DI Water Main Pipe	2221	LF	84.00	\$ 188,564.00
801.XIII.2	47	16" X 6" MJ Tee	4	EA	925.00	\$ 3,700.00 -
801.XIII.2	48	16" MJ 90 Deg Bend	2	EA	800.00	\$ 1,600.00 -
801.XIII.2	49	16" MJ 45 Deg Bend	2	EA	750.00	\$ 1,500.00 -
801.XIII.2	50	16" MJ 22.5 Deg Bend	7	EA	750.00	\$ 5,250.00 -
801.XIII.2	51	16" MJ 11.25 Deg Bend	3	EA	750.00	\$ 2,250.00 -
801.XIII.2	52	16" X 12" MJ Reducer	2	EA	600.00	\$ 1,200.00*
801.XIII.6	53	16" Pipe Bell Restraints	62	EA	400.00	\$ 20,800.00*
801.XIII.8	54	Single 1" Water Service, Short	2	EA	600.00	\$ 1,200.00 -
801.XIII.8	55	Single 1" Water Service, Long	1	EA	1,100.00	\$ 1,100.00 -
801.XIII.8	56	Double 1" Water Service, Short	1	EA	1,500.00	\$ 1,500.00 -
801.XIII.12	57	Temporary Sample Tap	2	EA	650.00	\$ 1,100.00 -
801.XIV.1	58	Fire Hydrant	4	EA	3,200.00	\$ 12,800.00*
801.XIV.3	59	16" MJ Gate Valve	3	EA	5,300.00	\$ 15,900.00 -
801.XIV.3	60	6" MJ Gate Valve	4	EA	1,050.00	\$ 4,200.00 -
801.XIV.4	61	16" X 12" Tapping Sleeve & Valve	1	EA	10,000.00	\$ 10,000.00*
801.XIV.5	62	Meter Box	5	EA	225.00	\$ 1,125.00 -
801.XIV.7	63	Connect to Existing 12" Water Main	1	EA	2,500.00	\$ 2,500.00*
801.XVI.7	64	30" Steel Casing Pipe - by Jack and Bore	160	LF	895.00	\$ 143,200.00*
801.IX.2	65	Pavement Repair-Cross Cuts & Patches (Roadway Replacement Pavement - Sheet U-44 & U-45)	115	SY	70.00	\$ 8,050.00 -
801.IX.2	66	Paving Repair - Cross Cuts and Patches (Shoulder Pavement Replacement-Sheet U-45)	59	SY	50.00	\$ 2,900.00 -
801.XIII.1	67	12" DI Water Main Pipe	6	LF	150.00	\$ 900.00 -
**2.13.15	68	Testing Allowance	1	LS	\$ 20,000.00	\$ 20,000.00
**2.17.11	69	SWA (Supplemental Work Authorization)	1	LS	\$ 170,000.00	\$ 170,000.00

SUBTOTAL

*** 901. GENERAL CONDITIONS LUMP SUM (MAX 10% OF SUBTOTAL)

180,000.00

TOTAL BID PRICE (transfer this number to TOTAL BID PRICE line in Appendix B Bid Form)

\$ 2,421,911.00

*Unless otherwise noted, this column refers to paragraphs/sections found in the latest edition of the JEA's Water & Wastewater Standards Manual. This document can be found on www.jea.com.

** Reference found in solicitation document

*** Refer to Appendix A Technical Specifications

BASE BID PART B TOTAL

TOTAL AMOUNT (ITEMS 1 TO 30)

\$ 1,552,580.00

(Figures)

One million five hundred fifty two thousand five hundred eighty dollars and no cents

(Use Words)

BASE BID PART C TOTAL

TOTAL AMOUNT (ITEMS 31 TO 69)

\$ 869,331.00

(Figures)

Eight hundred sixty nine thousand three hundred thirty one dollars and no cents

(Use Words)

BASE BID PART A AND PART B AND PART C TOTAL

TOTAL AMOUNT (ALL ITEMS)

\$ 5,969,904.32

(Figures)

Five million nine hundred sixty nine thousand nine hundred four dollars and thirty two cents

(Use Words)

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

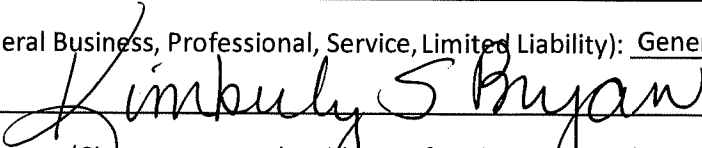
Unit prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids. Final payment of all Unit Price Bid Items will be based on actual quantities as determined in the Contract Documents.

- 6.01** Bidder agrees that the Work will be substantially complete within 405 calendar days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07.B of the General Conditions within 45 calendar days from the date of substantial completion. Total contract time shall be 450 calendar days; for everyday the work goes beyond substantial completion, a day will be removed from final completion so the total days equal 450 calendar days.

A CorporationCorporation Name: Petticoat-Schmitt Civil Contractors, Inc.State of Incorporation: FloridaType (General Business, Professional, Service, Limited Liability): General Business

By: _____


(Signature - attach evidence of authority to sign)Name (typed or printed): Kimberly S. BryanTitle: Vice President of Pre-Construction

(CORPORATE SEAL)

Attest _____


(Signature of Corporate Secretary)Business address: 6380 Philips HighwayJacksonville, FL 32216Phone No.: (904) 751-0888Fax No.: (904) 751-0988Date of Qualification to do business is October 23, 2007



Formal Bid and Award System

Award #7

November 05, 2020

Type of Award Request: JOINT PROJECT

Requestor Name: Hamilton, Thomas R.

Requestor Phone: (904) 665-1884

Project Title: Pages Dairy Rd. - Felmor Rd. to Chester Ave. – Transmission Water Main

Project Number: 8005535

Project Location: JEA

Funds: Capital

Budget Estimate: N/A

Scope of Work:

This request is for Construction Engineering and Inspection (CEI) services of approximately 2,221 LF of 16" ductile iron water main along Felmor Rd. (includes approximately 160 LF of 30" cased railroad crossing) from the 12" water main termination on Felmor Rd. to Pages Dairy Rd. (200A), from Felmor Rd. construction of approximately 13,489 LF of 16" ductile iron water main along Pages Dairy Rd. (200A) and tie-in the new water main to the existing 16" water main along Chester Rd.

JEA IFB/RFP/State/City/GSA#: N/A

Purchasing Agent: Kruck, Daniel R.

Is this a Ratification?: NO

RECOMMENDED AWARD.EE(S):

Name	Contact Name	Email	Address	Phone	Amount
ENGLAND-THIMS & MILLER INC.	Bukley Williams	williamsb@etminc.com	14775 Old St. Augustine Rd., Jacksonville, FL 32258	(904) 265-3165	\$507,050.28

Amount for entire term of Contract/PO: \$507,050.28

Award Amount for remainder of this FY: \$410,313.89

Length of Contract/PO Term: Project Completion

Begin Date (mm/dd/yyyy): 01/15/2021

End Date (mm/dd/yyyy): Project Completion (Expected: December 2021)

JSEB Requirement: N/A – Nassau County Joint Project

BIDDER:

Name	Amount
ENGLAND-THIMS & MILLER INC.	\$507,050.28

Background/Recommendations:

JEA's Pages Dairy Rd. - Felmor Rd. to Chester Rd. proposed water main is within the Nassau County's footprint/right-of-way for the Pages Dairy Roadway Widening Project. This is a request to provide CEI services for the construction of the proposed water main within the project limits of the Nassau County Pages Dairy Roadway Widening Project. In accordance with the Nassau County/JEA Agreement, JEA has agreed to use the same firm as awarded the CEI Contract for the Nassau County Pages Dairy Roadway Widening Project (i.e., the recommended firm for this award).

The CEI work was advertised and the most qualified proposal selected by Nassau County via the terms of the existing JEA/Nassau County agreement. Per the terms of the agreement, JEA must issue a separate JEA CEI Contract to the most qualified firm as determined by Nassau County. The Not-to-Exceed Contract price was negotiated with the proposed awardee to perform the JEA CEI work in accordance with the advertised JEA Scope and the Nassau County/JEA agreement. The negotiated hourly rates are consistent with other projects of this type and are attached as backup.


Request approval to award England-Thims & Miller Inc a contract for construction engineering and inspection services for the Pages Dairy Rd. - Felmor Rd. to Chester Ave. – Transmission Water Main project in the amount of \$507,050.28, subject to the availability of lawfully appropriated funds.

Manager: DiMeo, Elizabeth A. - Mgr W/WW Project Management

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

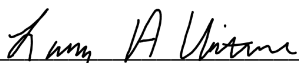
GM: Vu, Hai X. - Interim GM Water Wastewater Systems

APPROVALS:

 11/5/2020

Chairman, Awards Committee

Date

 11/9/2020

Budget Representative

Date

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into this 23rd day of September, 2019, by and between JEA ("JEA") and Nassau County, Florida ("Nassau County").

Recitals

WHEREAS, JEA and Nassau County (collectively, the "Agencies" or, individually, an "Agency"), will enter into agreement for the design and construction of the Pages Dairy Road Project, Felmor to Chester Water Main (the "Work");

WHEREAS, the Agencies desire to collectively solicit bids for both the design and construction (the "Work") for the Pages Dairy Road Project, Felmor Road to Chester Water Main;

WHEREAS, the Agencies have discussed the terms and conditions on which JEA will draft, issue and manage the Solicitation, and the Agencies desire to put such terms and conditions in writing;

NOW, THEREFORE, in consideration of the mutual promises contained herein, each of the Agencies agree as follows:

Agreements

1. Design Services. Following execution of this MOU, Nassau County will amend its design contract with Connelly & Wicker, Inc. to include JEA's portion of the work. JEA will be responsible for all design costs associated with the incorporation of the water main design.
2. Construction Services. Upon completion of the design services, Nassau County will issue a Solicitation for construction of the Pages Dairy Road Project, Felmor to Chester Water Main in the form of the draft Solicitation circulated to each of the Agencies prior to execution of this MOU (the "Construction Solicitation").
3. Construction Engineering Inspection (CEI) Services. Upon completion of the design services, Nassau County will issue a Solicitation for Construction Engineering Inspection (CEI) services for the Pages Dairy Road Project, Felmor to Chester Water Main in the form of the draft Solicitation circulated to each of the Agencies prior to execution of this MOU (the "CEI Solicitation").

4. Award Recommendation. Nassau County, on behalf of the Agencies, will manage the Construction Solicitation and CEI Solicitation (the "Solicitations") and make all administrative determinations concerning minimum qualifications, timeliness, responsiveness and all other aspects of administration of the Solicitations up to and including determining the successful bidders (the "Successful Bidders").
5. Contract. Each Agency will enter into a separate final contract with the Successful Bidders for the scope of work described in the Construction Solicitation and CEI Solicitation (collectively, the "Contracts" or, separately, a "Contract"). Subject to the terms set forth in this MOU, the Agencies bind themselves to the good faith negotiation of Contracts with the Successful Bidders. Nassau County shall issue the Construction Solicitation and CEI Solicitation and negotiate standard contract terms and conditions on behalf of all Agencies, which terms and conditions will be substantially in the form of the standard contract provisions contained in the Solicitation (including the Special Provisions for JEA, attached in an Appendix to the Construction Solicitation and CEI Solicitation).
6. Term. Each contract will have a term until completion (the "Initial Term"), commencing on the effective date of each Contract.
7. Fee Payment. The costs of the Solicitations will be shared equally among the Agencies. Each Agency shall be responsible for all of its respective costs for all services and equipment procured by the Agency under the Solicitations and nothing in this MOU or in the Solicitations shall be construed to create an obligation of one Agency to cover any costs or expenses or create any liability of one Agency for the access control system of another Agency. JEA will pay CEI and Construction costs associated with and required by the Water Main construction directly to the CEI service provider and Construction contractor. Nassau County will pay CEI and Construction costs associated with and required by the Roadway resurfacing and widening construction directly to the CEI service provider and Construction contractor.

8. Contract Management: Each Agency will be responsible for administration of its own Contracts, including, but not limited to all purchase orders, invoices, payments, contract management, amendments and renewals. However, each Agency shall continue to collaborate with all Agencies by providing notice to the other Agencies as soon as reasonably possible after an Agency discovers any problems or issues with the Access System or the services provided under the Contracts.
9. Joint Marketing. Each Agency will use commercially reasonable efforts to solicit interest in the Solicitations.
10. Publicity. All press releases issued by any Agency with respect to this MOU, the Solicitations or the relationship created by the Agencies with the Successful Bidders shall be presented to the other Agencies reasonably in advance of issuance and shall be subject to the other Agencies' prior approval, which shall not be unreasonably withheld or delayed.
11. Procurement Management. Each Agency shall appoint a single individual (a "Procurement Manager") to be primarily responsible for: (1) arranging all meetings, visits and consultations between the Agencies relating to the Solicitations; (2) receiving all notices under this MOU and the resulting Solicitations; and (3) coordinating all administrative matters relating to the Solicitations. The Procurement Managers shall also be responsible for coordinating the resolution of any issues and disputes between the parties arising under this MOU. From time to time during the terms of the Contracts, each Agency may replace its Procurement Manager with another person having equivalent authority by providing written notice to the other Agencies.
12. Warranties. Each Agency represents and warrants to the other agencies that neither the execution of this MOU nor the performance described hereunder will, directly or indirectly, violate or interfere with the terms of another agreement to which such Agency is a party, or give any governmental entity the right to suspend, terminate, or modify any of its governmental authorizations or assets required for performance under this MOU. Each Agency represents and warrants to the other Agency that it will not enter into any

agreement, if the execution or performance of such agreement would violate or interfere with this MOU or the resulting Solicitations or Contracts.

13. General: This MOU may be amended only by a written instrument executed by all Agencies. This MOU and all transactions contemplated herein shall be governed by, construed in accordance with, and enforced under the laws of the State of Florida, notwithstanding its choice of law rules to the contrary or any other state's choice of law rules. Any litigation involving this MOU shall take place in the state or federal courts located exclusively in Nassau County, Florida.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed and delivered by their duly authorized officers, as of the date first above written.

Nassau County, Florida

By: 

Its: Chairman

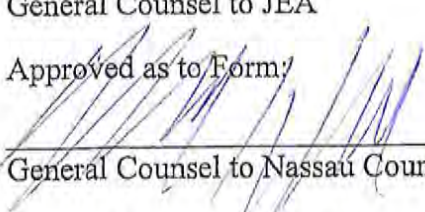
JEA

By: 

Its: Director, Procurement Services

Approved as to Form:

General Counsel to JEA

Approved as to Form: 

General Counsel to Nassau County

Consultant CEI: England-Thims & Miller, Inc.

Project Name: Pages Dairy (Total)

JEA (Only)

Bid No(s): NC20-012

	2020 Hours	2020 Rates	2020 Labor	2021 Hours	2021 Rates	2021 Labor	Direct Labor
Senior Project Engineer	29.52	\$240.00	\$7,084.80	167.28	\$240.00	\$40,147.20	\$47,232.00
Project Administrator	73.8	\$176.00	\$12,988.80	413.28	\$176.00	\$72,737.28	\$85,726.08
Assistant Project Administrator	0	\$120.00	\$0.00	0	\$120.00	\$0.00	\$0.00
Contract Support Specialist	34.44	\$90.00	\$3,099.60	194.34	\$90.00	\$17,490.60	\$20,590.20
Senior Inspector	328	\$103.00	\$33,784.00	1886	\$103.00	\$194,258.00	\$228,042.00
Inspector	164	\$85.00	\$13,940.00	1312	\$85.00	\$111,520.00	\$125,460.00
Sub-Total	629.76			3972.9			\$507,050.28

Total Hours 4602.66 Total Direct Labor \$507,050.28

* Contractor excluded from working overtime, therefor no CEI overtime

Straight Overtime @ 0%

* Billing based upon actual time and materials provided

Direct Labor \$0.00

Subtotal \$507,050.28

Premium Overtime \$0.00

Subtotal \$507,050.28

TOTAL MAXIMUM "NOT TO EXCEED" LIMITING AMOUNT **\$507,050.28**



Formal Bid and Award System

Award #8 November 5, 2020

Type of Award Request: MISCELLANEOUS (DEVELOPER AGREEMENT)
Request #: 6901
Requestor Name: Russell, Brad L.
Requestor Phone: (904) 665-7683
Project Title: Apex Trail Extension
Project Number: 8006840, 8006841, 8006862, 268-W3, 417-88
Project Location: JEA
Funds: Capital
Budget Estimate: \$1,741,482.00

Scope of Work:

The Apex Trail Extension projects are part of a Developer Agreement executed in November 2018 between JEA and E-Town Development, Inc. regarding construction of an extension to the Apex Trail roadway and associated infrastructure. The Agreement outlines that certain JEA system improvements are reimbursable to the Developer. Per the Agreement, JEA will reimburse the Developer, E- Town Development, Inc., for the utility improvements associated with the construction of the extension to the Apex Trail roadway. This consists of approximately 225 LF 30" PVC Raw Water Main (WM), 1,465 LF 16" PVC Force Main (FM) and 246 LF 12" PVC FM; 1,418 LF of 20" ductile iron pipe WM, 309 LF 12" PVC WM; 1,742 LF of 36" Reclaimed WM; associated hydrants, valves and fittings and 2 - 4" and 4 - 6" electric conduits. These utilities will support and are associated with JEA Greenland facilities and future development to be served by these facilities.

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

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
E-TOWN DEVELOPMENT, INC.	Michael White	mwhite@parcgroup.net	4314 Pablo Oaks Ct, Jacksonville FL 32224	(904) 229-5294	\$1,681,203.00

Amount for entire term of Contract/PO: \$1,681,203.00
Award Amount for remainder of this FY: \$1,681,203.00
Length of Contract/PO Term: Project Completion
Begin Date: 11/30/2020
End Date: Project Completion (Expected: September 2021)
JSEB Requirement: N/A – Developer Agreement

BIDDERS:

Name	Amount
JOHN WOODY, INC.	\$1,681,203.00
VALLENCOURT, INC.	\$1,994,168.26

Background/Recommendations:

The Apex Trail Extension utilities project is being constructed in accordance with the Developer Agreement executed in November 2018 between JEA and E-Town Development, Inc. The Agreement outlines that certain JEA system improvements are reimbursable to the Developer. Per the Agreement, JEA will reimburse the Developer, E-Town Development, Inc., for the improvements associated with the Apex Trail Extension Project. This utility system expansion will allow for connection existing and future JEA facilities with existing system infrastructure and future customers.

The developer has followed JEA Procurement directives by advertising and awarding to the lowest responsible Bidder. The solicitation was advertised and a pre-bid meeting was held on 06/25/2020 and Bids opened on 07/14/2020. The developer requested Bids for all the utility work and the project was awarded based upon the lowest lump sum total. This is 3.46% lower than JEA's estimate and is deemed reasonable.


Request approval to award a contract to the developer E-Town Development, Inc., for construction performed by John Woody, Inc. for the Apex Trail Extension utilities project, in the amount of \$1,681,203.00, subject to the availability of lawfully appropriated funds.

Manager: Mackey, Todd D. - Manager Development


Director: Zammataro, Robert J. (Rob) - Dir W/WW Planning & Development

Chief: Roche, Brian J. - Interim Chief Financial Officer

APPROVALS:

 11/5/2020

Chairman, Awards Committee **Date**

 11/9/2020

Budget Representative **Date**

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made as of the latest date set forth beneath the parties' signatures below (the "Effective Date"), by and between **E-TOWN DEVELOPMENT, INC.**, a Florida corporation ("Developer"), and **JEA**, a body politic and corporate ("Buyer").

IN CONSIDERATION of the mutual undertakings of the parties set forth in this Agreement and of other valuable considerations, the receipt and sufficiency of which the parties acknowledge, the parties hereby agree as follows:

1. GENERAL OUTLINE.

1.1. Outline of Transaction. Contemporaneously with entering into this Agreement, Buyer and Eastland Timber, LLC, Westland Timber, LLC and Estuary, LLC (collectively, "Seller") have entered into a Purchase Agreement (the "Purchase Agreement") providing for Buyer to purchase from Seller the land in Duval County described in the Purchase Agreement (the "Land"). Buyer and Developer are entering into this Agreement to provide for (i) Developer to construct certain infrastructure necessary to serve the Land, (ii) Buyer to pay the fixed Road Construction Payment (as herein defined) and to reimburse Developer for certain utility costs, all as set forth below, and (iii) such other matters set forth herein.

1.2. Closing Conditions. Developer's obligation to close under this Agreement is subject to Buyer's compliance with the terms of the Purchase Agreement, including Buyer's obligation to pay Seller the Purchase Price under the Purchase Agreement concurrently with the Closing under this Agreement. Any default by Buyer under the Purchase Agreement shall be deemed a default by Buyer under this Agreement. Any default by Developer under this Agreement prior to Closing under the Purchase Agreement shall be deemed a default by Seller under the Purchase Agreement. Any termination of the Purchase Agreement by either party thereto pursuant to a termination right set forth therein shall be deemed a termination of this Agreement, whereupon the parties shall be relieved of any further obligations under this Agreement except those that specifically survive termination of this Agreement. Provided that Buyer is in compliance with its obligations under this Agreement and the Purchase Agreement, Buyer's obligation to close under this Agreement is subject to Seller performing its obligations at closing under the Purchase Agreement.

1.3. Closing. The closing under this Agreement (the "Closing") shall take place on the date of Closing under the Purchase Agreement, simultaneously with the Closing under the Purchase Agreement.

2. CONSTRUCTION OF INFRASTRUCTURE.

2.1. Description of Infrastructure. Upon and subject to the terms of this Agreement, Developer shall construct (i) the access road as generally shown on Exhibit A attached hereto (the "Road") and (ii) water, sewer, reuse water and electric lines within such Road and stubbed out at the eastern terminus of the Road, all as generally shown in Exhibit B attached hereto and

as described in Section 2.6.1 below (the “Utilities” and together with the Road, collectively the “Infrastructure”).

2.2. Permits and Approvals. Buyer shall be the applicant for all permits and approvals required for the construction of the Infrastructure (the “Permits and Approvals”), with Developer serving as a co-applicant. Developer shall be responsible for administering, at Developer’s sole cost and expense, the process of obtaining all Permits and Approvals and shall diligently pursue obtaining all Permits and Approvals; provided that Buyer shall cooperate with Developer in Developer’s efforts to obtain all the Permits and Approvals (including, without limitation, promptly executing and returning to Developer any permit applications or other documents, and participating in meetings). Upon issuance of the Permits and Approvals, (i) Buyer shall assign any of Buyer’s interest in the Permits and Approvals to Developer, but only to the extent the Permits and Approvals relate to the Infrastructure (not to the extent they relate to development of the Land), and (ii) Developer shall assign to Buyer any of Developer’s interest in the Permits and Approvals, to the extent they relate to the Land. Developer shall submit applications for the St. Johns River Water Management District and Army Corps. of Engineers Permits and Approvals on or before the one (1) year anniversary of the date of Closing, and the City of Jacksonville Permits and Approvals on or before the date that is eighteen (18) months after the date of Closing, and shall use commercially reasonable efforts to obtain the Permits and Approvals on or before the two (2) year anniversary of the date of Closing, subject to *Force Majeure* (as defined below).

2.3. Construction Timing. Subject to *Force Majeure* (as defined below), Developer shall (a) commence construction of the Infrastructure on or before November 20, 2020 (the two (2) year anniversary of the date of Closing), (b) complete the portion of the Infrastructure by the applicable milestone or completion date(s) set forth in the schedule attached hereto as Exhibit 1, and (c) substantially complete the Infrastructure on or before November 20, 2021 (the three (3) year anniversary of the date of Closing) (such date, as may be extended by *Force Majeure*, is referred to herein as the “Required Completion Date”).

2.4. Buyer Self Help Rights. Developer shall conduct all such work in a good and workmanlike manner. If Developer fails to (a) timely obtain the Permits and Approvals by the deadlines set forth in Section 2.2, or (b) commence or complete the Infrastructure (or portions thereof, as applicable) in accordance with the foregoing construction deadlines in Section 2.3 (as extended for *Force Majeure*), then Buyer may send Developer notice of such default. If Developer fails to cure such default within thirty (30) days of Developer’s receipt of such notice from Buyer, then, Buyer may, as applicable, pursue the Permits and Approvals on Developer’s behalf, and/or complete the applicable portions of the Infrastructure in accordance with the approved plans and specifications and all applicable permits, approvals, laws, ordinances, codes, rules and regulations, and receive the Road Construction Payment (or portions thereof) in accordance with Section 2.7.3 below. If Buyer takes over the construction of the Infrastructure in accordance with this Section, the construction of the Infrastructure shall be performed in a good, workmanlike, and lien free manner, using licensed reputable contractors. If any lien is filed against Developer’s land or Seller’s land in connection with Buyer’s construction of the Infrastructure, Buyer shall promptly cause such lien to be discharged of record or properly transferred to a bond under Section 713.24, Florida Statutes. Developer shall cooperate fully with

Buyer in connection with Buyer's pursuit of the Permits and Approvals and/or construction of the Infrastructure in accordance with this section. Among other things, and without limitation, Developer shall, upon request by Buyer, assign to Buyer contract(s) with respect to the uncompleted work, and any and all licenses, permits and approvals, and pending applications therefor, with respect to the uncompleted work.

As used herein, the term "*Force Majeure*" means acts of God, earthquakes, blizzards, tornados, hurricanes and tropical storms, inclement weather in excess of historical weather patterns for the period in question, fire, flood, malicious mischief, insurrection, riots, strikes, lockouts, boycotts, picketing, labor disturbances, public enemy, terrorist attacks, war (declared or undeclared), landslides, explosions, epidemics, compliance with any order, ruling, injunction or decree by any court, tribunal or judicial authority of competent jurisdiction or inability to obtain materials or supplies after the exercise of reasonable efforts, delay in granting any required consent by the party entitled to so grant within the time frame required herein, delays by governmental authorities, and any other matter beyond the reasonable control of the party obligated to perform. Unavailability of funds shall not be considered Force Majeure.

2.5. Inspection. During construction of the Infrastructure, Buyer's contract administration representative shall have the continuing right to inspect such installations to determine compliance with the specifications described in Sections 2.6.2 and 2.7.2 and this Agreement. As to the Utilities, Buyer 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 Utility specifications and good engineering practice, but it shall remain the responsibility of the Developer's engineer of record to certify that such construction by the Developer's contractor complies with the specifications and applicable regulatory requirements. In addition, Developer agrees to provide Buyer with copies of all testing performed by Developer's contractor.

2.6. Utility Construction, Payment, and Dedication.

2.6.1. Utilities to be Constructed. Developer shall construct the following utilities within the Road as shown in Exhibit B (the "Utilities"): (i) a sixteen inch (16") sewer force main; (ii) an eight inch (8") water main; (iii) a thirty-six inch (36") reuse water main, and (iv) electrical conduit and appurtenances.

2.6.2. Specifications for Utilities; Upsizing Option. The Utilities shall be constructed in accordance with applicable JEA standards. Developer and its successors and assigns shall have the right to connect to the Utilities, and the Utilities shall be designed, engineered and constructed to provide sufficient size and capacity to allow for such connection; provided however, that any incremental cost of upsizing any such utility line to accommodate Developer's connection, beyond the sizes provided in Section 2.6.1 (a "Utility Upsizing"), shall be at Developer's expense.

2.6.3. Bids for Utilities. Developer shall bid the Utilities work as set forth herein. Developer agrees to abide by the JEA Procurement Code as to the advertisement and

notice provisions with respect to the Utilities. Bid results shall be submitted to Buyer for approval prior to construction. Buyer 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 Buyer for Buyer reimbursable portions of the bid (i.e., the Utility portion). Once the bids have been approved, Buyer shall be responsible for the cost of construction of the Utilities. If all bids are unacceptable to Buyer, Buyer shall have the right to reject all such bids and construct the Utilities itself, thereby relieving Developer of any responsibility for construction of the Utilities under this Agreement. Should Buyer choose to bid and construct the Utilities itself, Buyer shall be responsible for the costs of additional engineering and construction management services. Unless Buyer notifies Developer at the time of bid review with regard to any segment of the Utilities that Buyer desires to construct or contract independently in its own name for such portion of the Utilities, then the Developer shall contract for the construction of the Utilities in accordance with the payment procedures set forth in this Agreement. Any delays associated with Buyer's rejection of a bid or Buyer requesting new bids shall be deemed *Force Majeure*.

2.6.4. Bonds. Developer shall cause its contractor to provide a payment and performance bond for the benefit of Developer and Buyer prior to commencement of construction of the Utilities, the costs of which shall be borne by Buyer as part of the reimbursements pursuant to Section 2.6.5 below (provided that to the extent any portion of the cost of the bond is associated with a Utility Upsizing, Developer will be responsible for such portion of the bond cost without reimbursement from Buyer).

2.6.5. Utility Cost Reimbursement. Notwithstanding anything in this Agreement to the contrary, Buyer shall reimburse Developer for all hard and soft costs and expenses incurred by Developer in connection with the acquisition, installation, engineering, design, and construction of the Utilities (including any conduit installed for such utilities or for any future utility improvements); provided however, that any incremental cost of a Utility Upsizing shall be at Developer's expense. All design and engineering costs shall be commercially reasonable. Developer shall cause its general contractor to separately itemize or account for the costs and expenses related to the hard costs of construction of the Utilities, and shall cause its engineering firm to separately itemize and account for the costs and expenses related to the design and engineering of the Utilities. Buyer shall reimburse Developer for such costs and expenses in connection with the Utilities within thirty (30) days of receipt of any invoices therefor (which shall include reasonable back-up documentation substantiating the costs and expenses). Developer may submit such invoices to Buyer from time-to-time, but in no event more frequently than monthly. Developer shall submit such invoices on the same date that Developer submits Applications for Payment pursuant to Section 2.7.3.3 below. The reimbursement payments by Buyer under this paragraph for Utilities shall be separate and in addition to Developer's rights to draw on the Road Construction Payment pursuant to the provisions of this Agreement and the Escrow Agreement.

2.6.6. Dedication. Upon satisfactory completion of the Utilities, Developer shall dedicate each individual improvement to Buyer along with all necessary easements (to the extent it is not reasonably feasible to install the Utilities in the public right-of-way) and documentation as necessary for that purpose, including but not limited to a bill of sale, as-built drawings, schedule of values and a waiver and release of lien in form reasonably acceptable to Buyer.

Upon receiving the required documentation, Buyer will issue a utility acceptance letter and take on ownership, operation, and maintenance authority of the installed Utilities. To the extent provided for by standard Buyer utility acceptance procedures, the Developer's contractor will continue to be responsible for repairs and replacements required as covered by and described in the warranty made directly to Buyer pursuant to JEA's then-current standards for utility acceptance.

2.7. Road Construction and Payment.

2.7.1. Road Construction Payment; Escrow Agreement. At the Closing under this Agreement, Buyer shall place in escrow, pursuant to this Agreement, the sum of Four Million Dollars (\$4,000,000.00) (the "Road Construction Payment"). The Road Construction Payment is Buyer's total fixed contribution for all design, construction, and permitting costs incurred by Developer in connection with the Road. As security for Developer's completion of the Road, at Closing (i) the Road Construction Payment shall be delivered by Buyer to Edwards Cohen (the "Escrow Agent"), and (ii) Buyer, Developer and Escrow Agent shall enter into an escrow agreement in form and substance attached hereto as Exhibit C (the "Escrow Agreement").

2.7.2. Road Specifications. The Road shall be two (2) lanes and constructed to City of Jacksonville standards for Industrial Development public right of ways. The Road is intended to be dedicated to the City upon completion.

2.7.3. Payments from Escrow.

2.7.3.1. As used in this Section 2.7, "Road Work" means the construction and installation of the Road. Upon Developer obtaining the Permits and Approvals and entering into a construction contract for the Road Work, Developer shall deliver an initial draw request to Buyer and Escrow Agent (the "Initial Draw Request") for the initial Contribution Installment as described in Section 2.7.3.2 below.

2.7.3.2. The Escrow Funds shall be released and paid to Developer in installments ("Contribution Installments") based upon the Initial Draw Request and thereafter in the Draw Amounts set forth in the Applications for Payment described in Section 2.7.3.3 below. The initial Contribution Installment, in the amount of the Road Construction Payment minus one hundred ten percent (110%) of the Construction Contract Road Costs (as defined below), shall be released and delivered to Developer within thirty (30) days after receipt of the Initial Draw Request. As used herein, the term "Construction Contract Road Costs" means the amount set forth in the construction contract for the Road Work (excluding any amount applicable to the Utilities). Ten percent (10%) of the Construction Contract Road Costs ("Retainage") shall be held in escrow until completion and dedication of the Road, upon which the Retainage shall be released and paid to Developer. Buyer and Developer acknowledge and agree that there shall not be any additional retainage held back from each Contribution Installment.

2.7.3.3. From time to time but no more frequently than monthly,

Developer shall submit to Escrow Agent, with a copy to Buyer (each an "Application for Payment"): (i) an application for payment executed by Developer, and including a written certification executed by Developer's engineer certifying to Escrow Agent and Buyer the percentage of completion of the Road Work, based on engineer's schedule of values (the "Engineer's Certification"), (ii) and written certification executed by Developer certifying to Escrow Agent and Buyer that all contractors, subcontractors, laborers, materialmen and suppliers retained by Developer entitled to lien under Florida law for services and/or materials rendered in connection with the Road Work have been paid in full through the date of the prior Application for Payment (other than anyone with whom Developer or the contractor is in a bona fide dispute), and (iii) the construction costs incurred for the Road Work (less amounts set forth in previous Applications for Payment) (the "Draw Amount"). Each Application for Payment shall be signed by an officer of Developer or Gregory J. Barbour (whom Developer authorizes to sign and deliver Applications for Payment for purposes of this Agreement). In the event Buyer does not object in writing within ten (10) days after receipt of the Application for Payment, Escrow Agent shall be entitled to conclusively rely on any such Application for Payment received by Escrow Agent and is unconditionally and irrevocably authorized to disburse to Developer the relevant Contribution Installment as set forth in the Application for Payment, in the amount of the Draw Amount, without further inquiry. Upon dedication of the Road to public use, the remaining amount of the Road Construction Payment (including the Retainage) shall be released from escrow to Developer.

2.7.3.4. If Developer fails to complete the Road Work in accordance with the deadlines set forth in this Development Agreement (subject to all applicable notice and cure periods and as extended for *Force Majeure*) and Buyer delivers to Developer, with a copy to Escrow Agent, written notice electing to take over construction of the Road Work, then Buyer shall be entitled to draw on the Escrow Funds as provided below.

2.7.3.5. If Buyer takes over the Road Work, Buyer may submit to Escrow Agent, with a copy to Developer, Applications for Payment consisting of (i) an Engineer's Certification certifying to Escrow Agent the percentage of completion of the Road Work, based on the engineer's schedule of values; (ii) written certification executed by Buyer certifying to Escrow Agent and Developer that all contractors, subcontractors, laborers, materialmen and suppliers retained by Buyer entitled to lien under Florida law for services and/or materials rendered in connection with the Road Work have been paid in full through the date of the prior Application for Payment (other than anyone with whom Buyer or the contractor is in a bona fide dispute), and the Draw Amount. Notwithstanding anything herein to the contrary, in no event shall Buyer be entitled to submit for reimbursement of, or receive reimbursement of, any costs or expenses related to acquisition, installation and construction of the Utilities, all of which shall be at Buyer's sole cost and expense; provided however, that any incremental cost of a Utility Upsizing shall be at Developer's expense. In the event Developer does not object in writing within ten (10) days after receipt of the Application for Payment, Escrow Agent shall be entitled to conclusively rely on any such Application for Payment received by Escrow Agent and is unconditionally and irrevocably authorized to disburse to Buyer the relevant Contribution Installment, as set forth in the Application for Payment, in the amount of the Draw Amount, without further inquiry. If Buyer takes over the Road Work as provided herein, then Buyer and

Developer shall cooperate in the dedication of the Road to public use upon substantial completion thereof and upon dedication of the Road to public use, the remaining amount of the Road Construction Payment (including the Retainage) shall be released from escrow to Buyer to the extent necessary to pay for the Work, with any remaining balance in escrow to then be delivered to Developer.

3. **REPRESENTATIONS.** Each party represents and warrants to the other as of the date hereof as follows:

Developer represents to Buyer that:

3.1. **Corporate Standing.** Developer is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida.

3.2. **Authority.** Developer's execution and delivery of this Agreement to Buyer has been authorized by Developer. Furthermore, the individual executing this Agreement on behalf of Developer is the duly elected, qualified and acting officer as indicated; and the execution of this Agreement by said individual is authorized by and binding on Developer.

Buyer represents to Developer that:

3.3. **Authorization.** The individual executing this Agreement on behalf of Buyer is the duly elected, qualified and acting officer as indicated; and the execution of this Agreement by said individual is authorized by and binding on Buyer.

3.4. **Authority.** Buyer's execution and delivery of this Agreement to Developer and its performance of the obligations provided for herein have been authorized by Buyer.

4. **ACKNOWLEDGMENTS AND AGREEMENTS OF BUYER.** Buyer acknowledges and agrees to the following:

4.1. **Buyer's Examinations.** In entering into this Agreement, Buyer shall not rely upon any oral or written representations, warranties or statements, whether express or implied, made by Developer or any agent, employee or representative of Developer or by any broker or any other person representing or purporting to represent Developer which are not expressly set forth in this Agreement or in the documents to be delivered at Closing.

4.2. **Approvals and Construction of Buyer's Project on the Land.** Buyer shall, at its own cost and expense, be responsible for obtaining all approvals and permits from governmental authorities necessary to permit the construction of all improvements to be constructed on the Land and for construction of all improvements on the Land. Except as specifically set forth as Developer's responsibility in Section 2 of this Agreement, Buyer shall be responsible for obtaining all approvals and permits from governmental authorities necessary for any off-site improvements required by Buyer and for constructing all off-site improvements.

5. **REMEDIES FOR DEFAULT.** If either Buyer or Developer shall be in default of its obligations under this Agreement, the non-defaulting party shall provide written notice to the defaulting party specifying the nature of the default and the defaulting party shall have ten (10) business days in which to cure such default before a default under this Agreement shall exist; provided, however, it shall be an immediate event of default should a party fail to appear at Closing and perform the obligations it is required to perform at Closing and no notice and right to cure shall be available. For purposes of clarity, any default by Buyer under the Purchase Agreement (after any applicable notice and cure period) shall be deemed a default by Buyer under this Agreement with no additional notice or cure period available to Buyer under this Agreement; and any default by Seller under the Purchase Agreement (after any applicable notice and cure period) shall be deemed a default by Developer under this Agreement with no additional notice or cure period available to Developer under this Agreement.

5.1. **Remedies of Developer Before Closing.** If Buyer fails to close this transaction in accordance with the terms hereof, or if Buyer shall default under the terms of this Agreement prior to Closing, Developer shall have the right as Developer's sole and exclusive remedy to terminate this Agreement upon notice to Buyer.

5.2. **Remedies of Buyer Before Closing.** If Developer fails to close this transaction as contemplated under the terms of this Agreement, or if Developer shall default under the terms of this Agreement prior to Closing, Buyer shall be entitled to terminate this Agreement, as Buyer's sole and exclusive remedy; provided however, that the foregoing shall not be deemed to limit any remedies expressly available to Buyer against Seller under the Purchase Agreement.

5.3. **Post-Closing Remedies.** As to any default under this Agreement after Closing, the non-defaulting party shall have an action for actual damages or specific performance against the defaulting party as the exclusive remedies (except as may be specifically set forth to the contrary in this Agreement, including, without limitation, Buyer's self-help rights as set forth herein), the parties specifically waiving any right to consequential, special or punitive damages.

6. **MISCELLANEOUS.**

6.1. **Notices.** Notices required or permitted under this Agreement shall be in writing and shall be served on the parties at the addresses set forth below. Any such notices shall be either (a) sent by overnight delivery using a nationally recognized overnight courier, in which case notice shall be deemed delivered one business day after deposit with such courier, (b) sent by facsimile or e-mail, with written confirmation by overnight or first class mail, in which case notice shall be deemed delivered upon receipt of confirmation transmission of such facsimile or e-mail notice, or (c) sent by personal delivery, in which case notice shall be deemed delivered upon receipt. Any notice sent by facsimile, e-mail or personal delivery and delivered after 5:00 p.m. eastern standard time shall be deemed received on the next business day. A party's address may be changed by written notice to the other party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice. The attorneys are authorized to give any notice specified in this Agreement on behalf of their respective clients.

To Buyer: JEA, Real Estate

21 W. Church Street (CC-6)
Jacksonville, Florida 32202
Attention: Manager, Real Estate Services
Office: (904) 665-6535
Fax: (904) 665-4153
Email: BurdDL@jea.com

With copy to: JEA, W/WW Planning and Development
21 W. Church Street
Jacksonville, Florida 32202
Attention: Director, Planning and Development
Office: (904) 665-7613
Email: marsrc@jea.com

And copy to: Edwards Cohen
200 W. Forsyth St., Suite 1300
Jacksonville, Florida 32202
Attention: Brian Dawes, Esq.
Office: (904) 633-7979
Fax: (904) 633-9026
Email: bdawes@edcolaw.com

To Developer: E-Town Development, Inc.
4314 Pablo Oaks Court
Jacksonville, Florida 32224
Attention: Roger O'Steen
Office: (904) 992-9750
Email: ROSteen@parcgroup.net

With copy to: Davis Family Office
4310 Pablo Oaks Court
Jacksonville, Florida 32224
Attention: Harry D. Francis
Office: (904) 223-7511
Email: HFrancis@davisfamilyoffice.com

With copy to: The PARC Group, Inc.
4314 Pablo Oaks Court
Jacksonville, Florida 32224
Attention: Mikey White
Office: (904) 992-9750
Email: MWhite@parcgroup.net

With copy to: Gunster, Yoakley & Stewart, P.A.
225 Water Street, Suite 1750

Jacksonville, Florida 32202
Attention: Spencer N. Cummings, Esq.
Office: (904) 350-7402
Fax: (904) 350-6033
Email: scummings@gunster.com

To Escrow Agent: Edwards Cohen
200 W. Forsyth St., Suite 1300
Jacksonville, Florida 32202
Attention: Brian Dawes, Esq.
Office: (904) 633-7979
Fax: (904) 633-9026
Email: bdawes@edcolaw.com

6.2. Brokerage. Developer and Buyer represent to each other that neither has dealt with any broker, middle-man or agent in connection with this transaction. Developer and Buyer agree to indemnify and hold one another harmless from and against all liabilities and expenses in connection with any claims for commission, compensation or otherwise for the bringing about of this transaction or the consummation thereof, which can be made against the other by any person, firm or corporation as the result of any acts of the other party. The provisions of this paragraph shall survive Closing.

6.3. Governing Law. The parties hereto expressly agree that the terms and conditions hereof, and the subsequent performance hereunder, shall be construed and controlled in accordance with the laws of the State of Florida.

6.4. Entire Agreement. This Agreement contains the entire Agreement between the parties hereto and no statement or representation of the respective parties hereto, their agents or employees, made outside this Agreement, and not contained herein, shall form any part hereof or be binding upon the other party hereto. This Agreement shall not be changed or modified except by written instrument signed by the parties hereto.

6.5. Captions. Captions used in this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement. Whenever used, the singular shall include the plural, the plural shall include the singular, and the neuter gender shall include all genders.

6.6. Assignment. This Agreement shall inure to the benefit of and be binding upon and is intended solely for the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns; and no third party will have any rights, privileges or other beneficial interest herein or hereunder.

6.7. Time is of the Essence. Time is of the essence of this Agreement. If any date referenced herein falls on a Saturday, Sunday or legal holiday, then such date automatically is extended to the next business day.

6.8. Interpretation. Should any of the provisions of this Agreement require interpretation, the party or parties interpreting or construing the same shall not apply a presumption that the terms herein shall be more strictly construed against on party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agents prepared the same, it being agreed that the agents of all parties participated in the preparation hereof.

6.9. Waiver. The waiver by one party of the performance of any covenant or condition herein shall not invalidate this Agreement, nor shall it be considered to be a waiver by such party of any other covenant or condition herein. The waiver by either or both parties of the time for performing any act shall not constitute a waiver at the time for performing any other act or any identical act required to be performed at a later time. No waiver hereunder shall be effective unless it is in writing.

6.10. Survival. All provisions of this Agreement shall survive Closing.

6.11. Independent Contractors. Each party shall be an independent contractor and neither shall be an agent of the other.


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

[This Space Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned have set their hands and seals as of the date first above written.

BUYER:

JEA,
a body politic and corporate

By: 
Deryle I. Calhoun, Jr.
Its: VP/GM Water Wastewater Systems
Date: 11-20-18

FORM APPROVED:


JEA Legal Counsel

State of Florida
County of Duval

The foregoing instrument was acknowledged before me this 20th day of November, 2018, by Deryle I. Calhoun, Jr., the VP/GM Water Wastewater Systems of JEA, a body politic and corporate, on behalf of the JEA. He is ✓ personally known to me, or produced as identification.

[seal]




Notary Public, State of Florida

DEVELOPER:

E-TOWN DEVELOPMENT, INC.,
a Florida corporation

By: 

Name: Jed V. Davis

Its: Vice President

Date: November 16, 2018

State of Florida
County of Duval

The foregoing instrument was acknowledged before me this 16th day of November, 2018, by Jed V. Davis, the Vice President of E-Town Development, Inc., a Florida corporation, on behalf of the corporation. He/she is ☒ personally known to me, or ☐ produced _____ as identification.




Notary Public, State of Florida

[seal]

Escrow Agent joins herein for the sole purpose of evidencing its agreement to enter into the Escrow Agreement pursuant to the terms hereof.

ESCROW AGENT:

EDWARDS COHEN

By: _____

Name: Brian Davies

Its: Shareholder/ Partner

EXHIBIT 1

Construction Schedule / Interim Milestones

The date for commencement of construction of the Infrastructure is set forth in Section 2.3.

By February 23, 2021 (the date that is two hundred seventy (270) days before the Required Completion Date), Developer shall have incurred at least fifteen (15%) percent of the aggregate amounts set forth in the construction contract(s) for the Road Work and the installation and construction of the Utilities (collectively, the "Infrastructure Costs").

By May 24, 2021 (the date that is one hundred eighty (180) days before the Required Completion Date), Developer shall have incurred at least thirty (30%) percent of the Infrastructure Costs.

By August 22, 2021 (the date that is ninety (90) days before the Required Completion Date), Developer shall have incurred at least fifty (50%) percent of the Infrastructure Costs.

Notwithstanding the foregoing, the portion of the Infrastructure Costs applicable to the installation and construction of the Utilities shall not apply if Buyer elects to construct and install the Utilities itself pursuant to the terms of Section 2.6 above; and in such event, the Infrastructure Costs shall solely mean the Construction Contract Road Costs.

EXHIBIT A

ROAD

The Road is the road shown as the "Proposed Apex Road" on the map below. Developer shall have no obligation to construct any roadway, utility or other improvements in the 150' access easement parcel shown running from the easterly terminus of the Road and southerly to the Land.

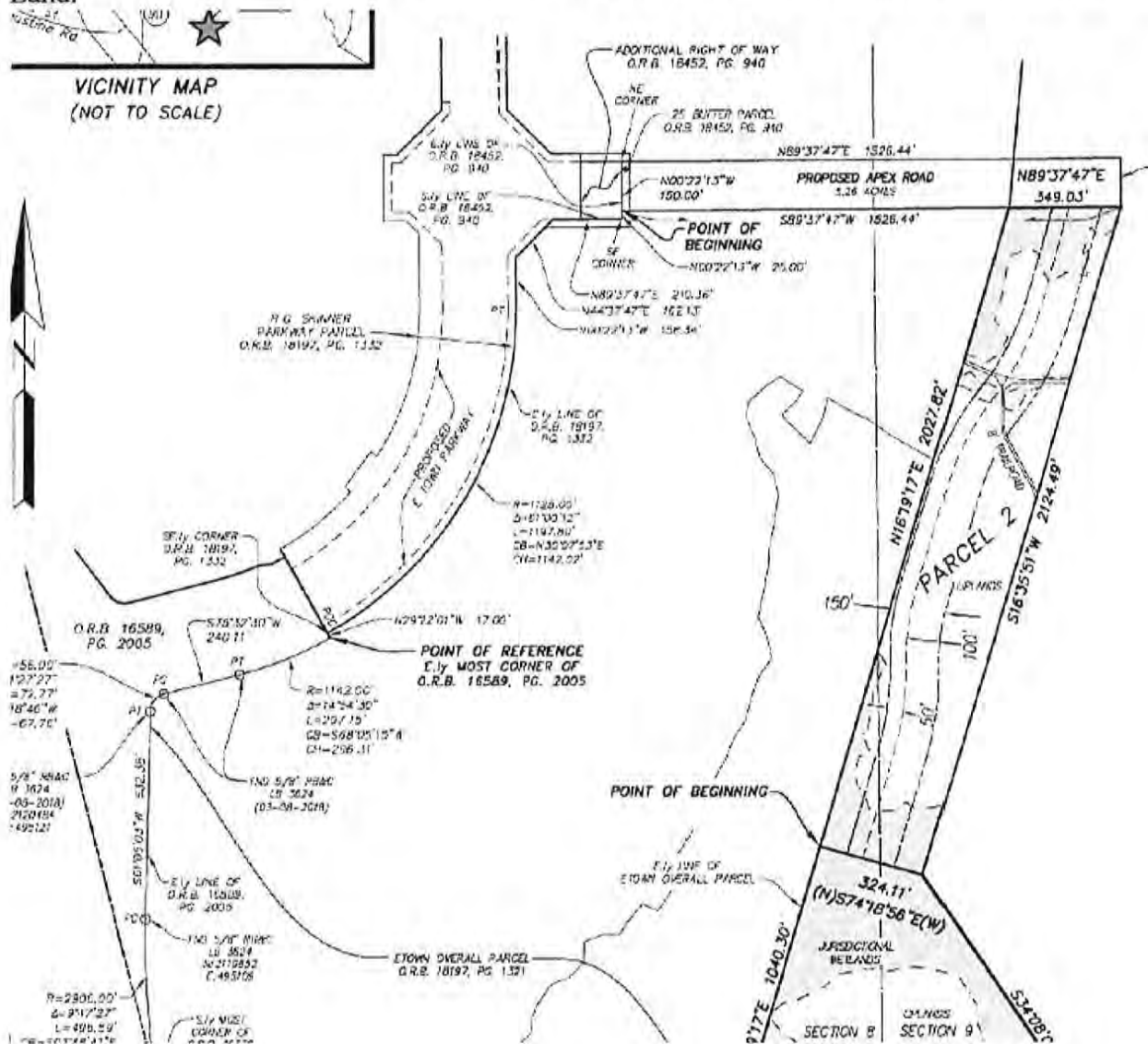
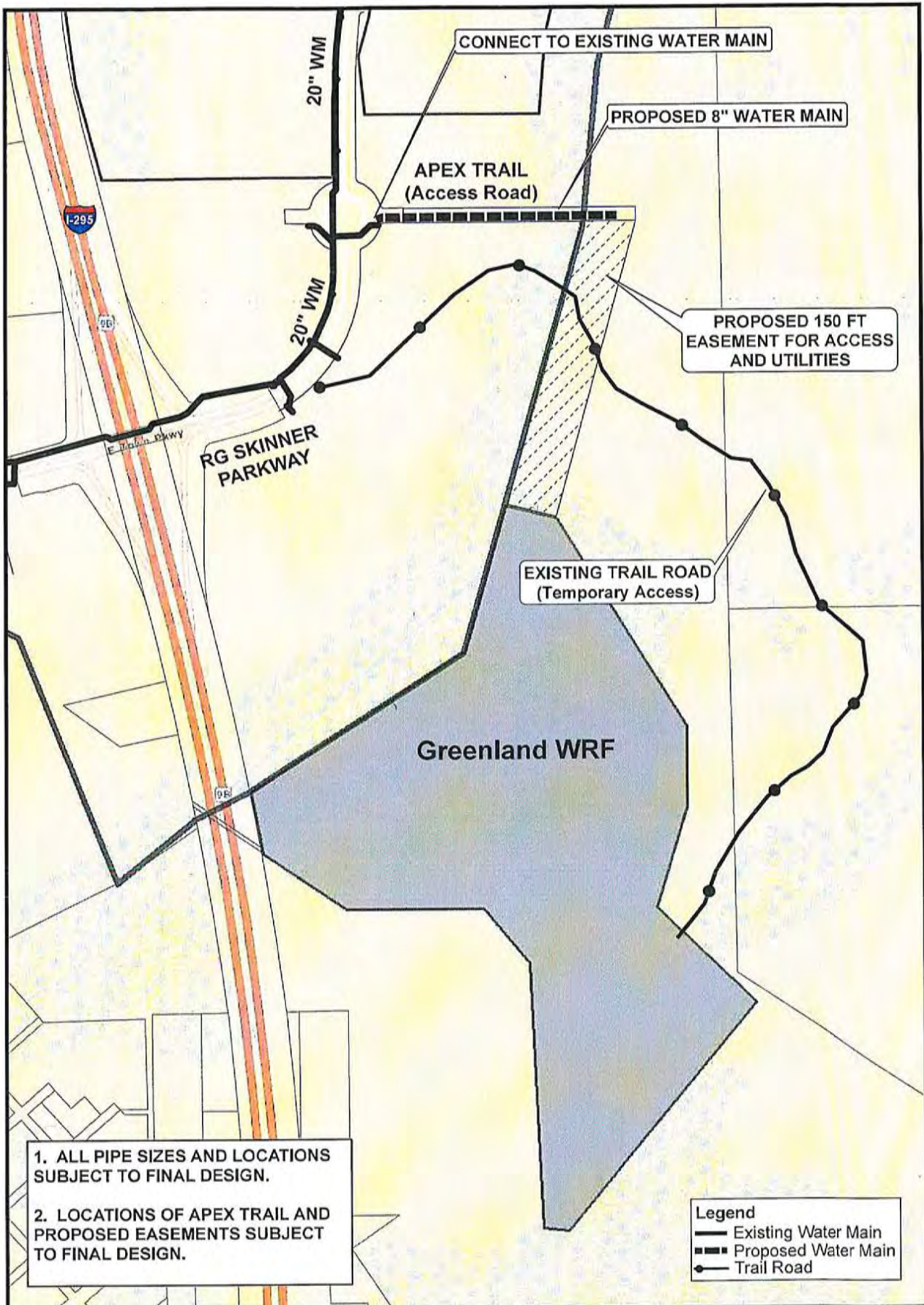


EXHIBIT B

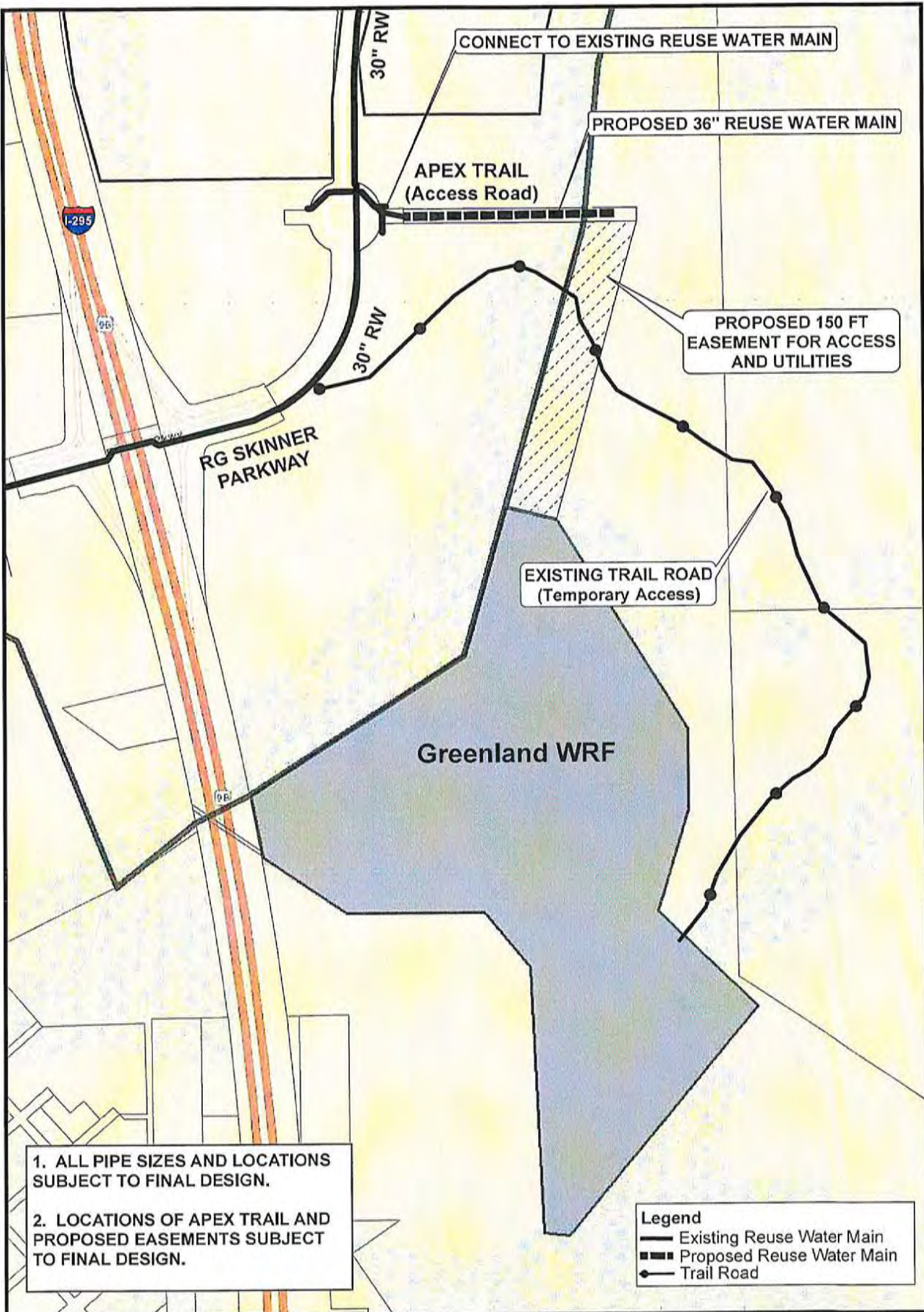
Depiction of Utilities



WWW System Planning
November 2018

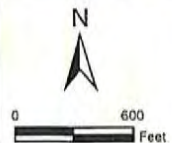
EXHIBIT B WATER MAIN

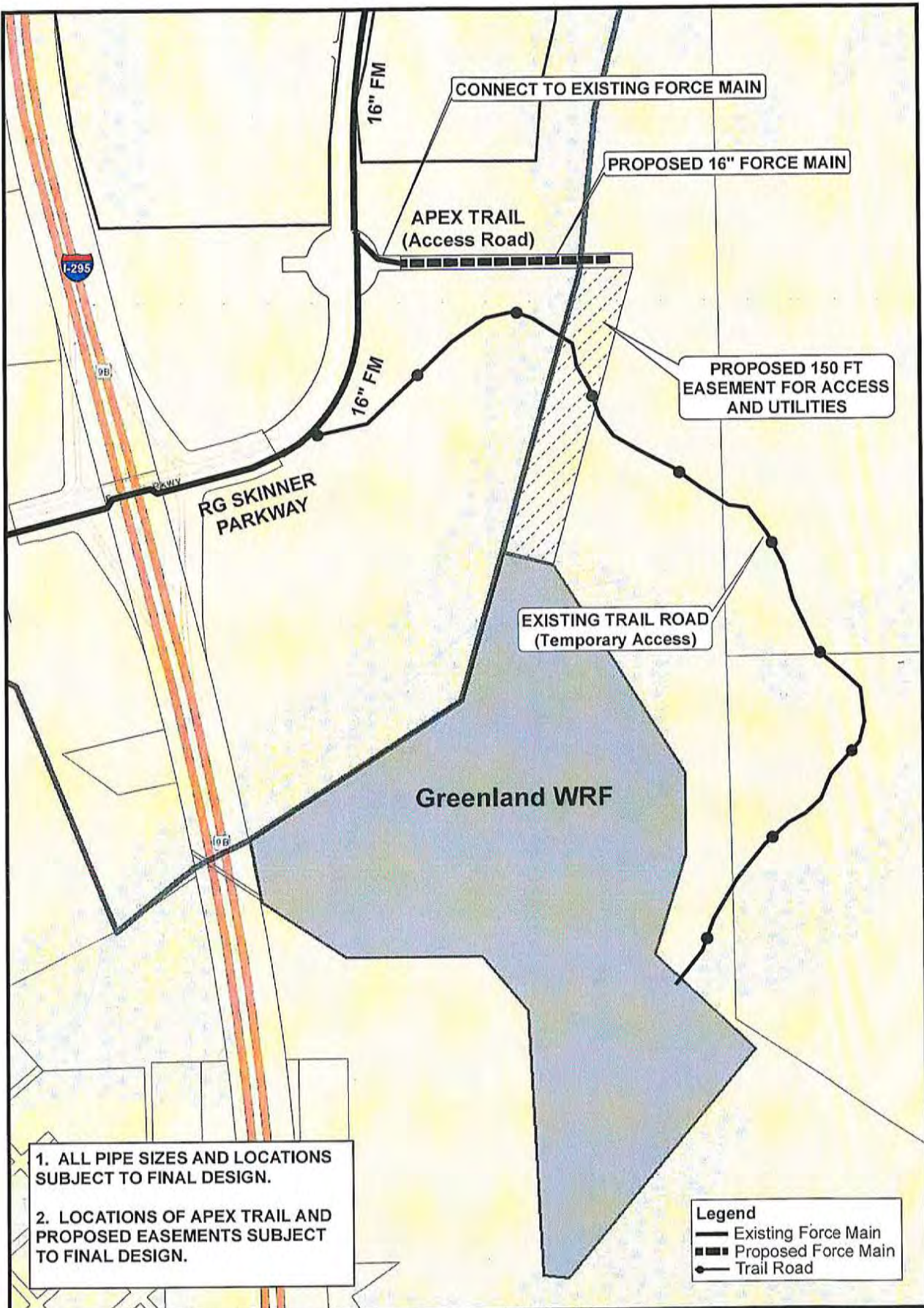




WWW System Planning
November 2018

EXHIBIT B REUSE WATER MAIN

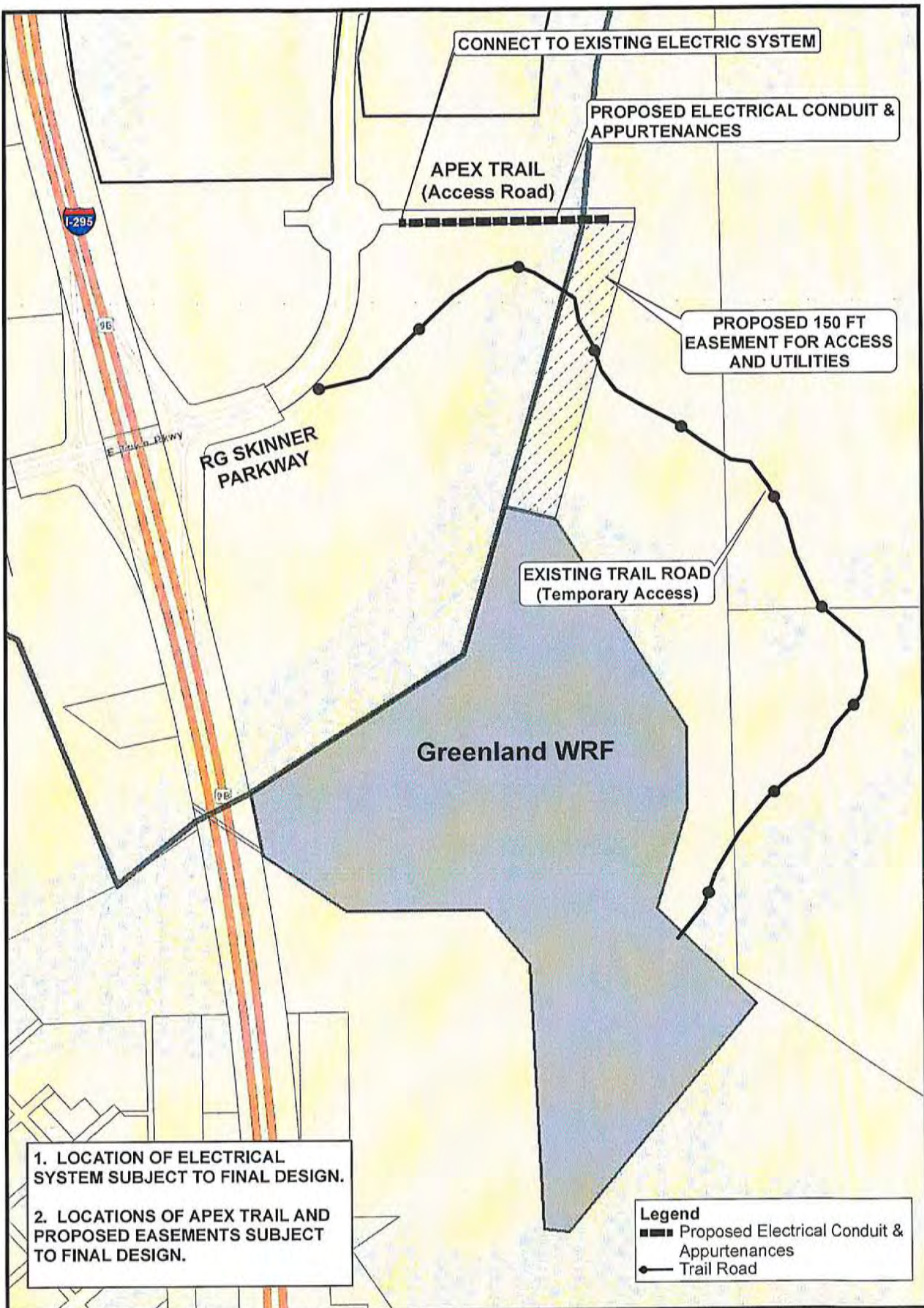




WW System Planning
November 2018

EXHIBIT B FORCE MAIN





WWW System Planning
November 2018

EXHIBIT B ELECTRICAL CONDUIT & APPURTENANCES

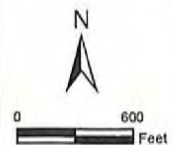


EXHIBIT C

ESCROW AGREEMENT

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this "Agreement") is made this ____ day of _____, 2018 (the "Effective Date"), by and among **E-TOWN DEVELOPMENT, INC.**, a Florida corporation ("Developer"), **JEA**, a body politic and corporate ("Buyer"), and **EDWARDS COHEN** ("Escrow Agent").

RECITALS:

A. Developer and Buyer are the parties to the Development Agreement dated _____, 2018 (the "Development Agreement").

B. On or prior to the date hereof, pursuant to the Development Agreement, Developer delivered Four Million Dollars (\$4,000,000.00) to Escrow Agent (the "Escrow Funds"), and the undersigned parties wish to enter into this Agreement to set forth the terms and conditions for the disbursement of such escrow funds and other funds added to the escrow pursuant to the terms below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned parties hereto agree as follows:

1. Recitals. The foregoing Recitals are true and correct and are incorporated herein by reference.

2. Definitions. Capitalized terms not otherwise defined in this Agreement shall have the meaning ascribed to such terms in the Development Agreement. In addition to any other terms that are defined in this Agreement, the following capitalized terms shall have the following meanings:

(a) "Default" means any default under the Development Agreement as to the Road Work.

(b) "Development Agreement" means the Development Agreement referenced in Recital A above.

3. Escrow Funds. Escrow Agent is unconditionally and irrevocably authorized to disburse the Escrow Funds in accordance with the terms and provisions of Section 2.7.3 of the Development Agreement.

4. Miscellaneous.

(a) Escrow Agent shall, at all times, be irrevocably and unconditionally authorized to disburse the Escrow Funds in accordance with written instructions jointly executed by Developer and Buyer. If any party objects to a disbursement of the Escrow Funds, Escrow Agent shall not release the Escrow Funds (or any portion thereof) until such time as Escrow Agent has received direction from the parties jointly or from a court of competent jurisdiction as to the proper party entitled to receive the Escrow Funds or the applicable portion thereof. Escrow Agent shall be authorized to file an action in interpleader to determine the proper party entitled to the Escrow Funds and the defaulting party, as determined by such proceeding, shall indemnify and hold harmless Escrow Agent from all costs and expenses including legal fees associated with such proceeding. Escrow Agent may act in reliance upon any writing or instrument or signature, which it in good faith believes to be genuine, may assume that any person purporting to give any writing, notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so. Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner and execution or validity of any instrument deposited in this escrow nor as to the identity, authority or right of any persons executing the same; and its duties hereunder shall be limited to disposition of the Escrow Funds in accordance with this Agreement. In no event shall Escrow Agent be obligated to disburse any amount in excess of the Escrow Funds received by Escrow Agent hereunder. Notwithstanding anything to the contrary contained in this Agreement, notwithstanding the Escrow Agent's selection or acquiescence in the selection of the financial institution at which the escrow account is maintained, Escrow Agent shall not be responsible or liable for: (a) any failure on the part of the financial institution at which the account holding the Escrow Funds; (b) the unavailability of Federal Deposit Insurance Corporation insurance on all or any portion of the Escrow Funds; (c) any inability or failure of said financial institution to deliver the Escrow Funds or any portion thereof; or (d) any matters beyond the direct and exclusive control of Escrow Agent. Escrow Agent shall not be liable for any acts or omissions of any kind unless caused by its willful misconduct or gross negligence.

(b) This Escrow Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida and shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

(c) Any notice, demand, consent, authorization, request, approval or other communication (each, a "Notice") that any party is required, or may desire, to give to or make upon the other party pursuant to this Agreement shall be effective and valid only if in writing, signed by the party giving such Notice or its attorney, and delivered personally to the other party or sent by express 24 hour guaranteed courier or delivery service, by U. S. first class certified mail, postage prepaid, or by e-mail, addressed to the other party as follows (or to such other place as any party may by Notice to the other specify):

TO DEVELOPER:

E-Town Development, Inc.
c/o Richard T. Ray
4314 Pablo Oaks Court
Jacksonville, Florida 32224

Email: rray@parcgroup.net

WITH COPY TO:

Spencer N. Cummings
Gunster, Yoakley & Stewart, P.A.
225 Water Street, Suite 1750
Jacksonville, Florida 32202
Email: scummings@gunster.com

TO BUYER:

JEA, Real Estate
21 W. Church Street (CC-6)
Jacksonville, Florida 32202
Attention: Manager, Real Estate Services
Email: BurcDL@jea.com

WITH COPY TO:

JEA, Planning and Development
21 W. Church Street
Jacksonville, Florida 32202
Attention: Director, Planning and Development
Email: marsrc@jea.com

AND COPY TO:

Edwards Cohen
200 W. Forsyth St., Suite 1300
Jacksonville, Florida 32202
Attention: Brian Dawes, Esq.
Email: bdawes@edcolaw.com

TO ESCROW AGENT:

Edwards Cohen
200 W. Forsyth St., Suite 1300
Jacksonville, Florida 32202
Attention: Brian Dawes, Esq.
Email: bdawes@edcolaw.com

Notices shall be deemed given when received, except that if delivery is not accepted, Notice shall be deemed given on the date of such non acceptance.

(d) This Agreement may be executed in counterparts. Any party hereto may join into this Agreement by signing any one counterpart; all counterparts, when taken together, shall constitute one agreement. Delivery of this Agreement may be made by facsimile or e-mail.

(e) Escrow Agent may, at any time, nominate a successor escrow agent and transfer any remaining Escrow Funds and assign its rights and obligations under this Agreement to such successor.

[Signature Blocks and Exhibit “A” to be to be added to document to be executed by the parties at the Closing.]

PROPOSAL
(Official Bid Form)

FOR

**APEX TRAIL EXTENSION
JEA REIMBURSABLE UTILITIES**

FOR

E-TOWN DEVELOPMENT, INC.

TO BE SUBMITTED TO:

E-Town Development, Inc.
C/O ENGLAND-THIMS & MILLER, INC.
14775 Old St. Augustine Road
Jacksonville, FL 32258

on or before July 14, 2020 @ 3:00 P.M.
PUBLIC OPENING

TO: E-Town Development, Inc. Company, LLC

FROM: John Woody, Inc.
(Contractor)

In accordance with the Request for Proposal inviting proposals for Apex Trail Extension, the undersigned proposes to perform all work necessary to construct a complete utility system, including water main, reclaimed water main, raw water main, force main, and electric distribution infrastructure, as shown on the plans released for bid and the Geotechnical Report prepared by ECS Florida, LLC, and in accordance with all JEA and City of Jacksonville requirements, JEA Standards and Specifications, and the Florida Department of Environmental Protection Potable Water and Domestic Wastewater permits.

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

PROPOSAL
(Official Bid Form)
APEX TRAIL EXTENSION
JEA REIMBURSABLE UTILITIES
FOR
E-TOWN DEVELOPMENT, INC.

TO: E-Town Development, Inc.

From: John Woody, Inc.

In response to your Request for Proposal, the undersigned hereby submits our Proposal for the project for E-Town Development, Inc. ("Owner"). This Proposal has been prepared and submitted subject to the conditions and requirements set forth in the Project Manual, including all Addenda. All of the documents included in the Project Manual and Addenda thereto, so far as they relate to this Proposal, are made a part hereof. The undersigned (Contractor) herewith proposes to perform the work stipulated for the unit and/or lump sum and unit prices given by the Summary of Costs and schedule of values that is part hereof.

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

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

The undersigned Proposer certifies that no officer or agent of the E-Town Development, Inc. is directly or indirectly interested in this Proposal.

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

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

PROPOSAL
(Official Bid Form)
APEX TRAIL EXTENSION
JEA REIMBURSABLE UTILITIES
FOR
E-TOWN DEVELOPMENT, INC.

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

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

John Woody, Inc.

Name of Organization

By: 

This 14th day of July, 2020

By: Michael Woodall, President
Name and Title of Person Signing

(Apply Corporate Seal if filing as a Corporation)

PROPOSAL
(Official Bid Form)
APEX TRAIL EXTENSION
JEA REIMBURSABLE UTILITIES
FOR
E-TOWN DEVELOPMENT, INC.

BID SUMMARY

A.	MOBILIZATION	\$ 4,000.00
B.	PREVENTION CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION	\$ 1,500.00
C.	WATER MAIN	\$ 285,255.00
D.	RECLAIMED WATER MAIN	\$ 826,269.00
E.	SANITARY SEWER FORCEMAIN	\$ 234,825.00
F.	RAW WATER MAIN	\$ 157,894.00
G.	JEA ELECTRIC DISTRIBUTION INFRASTRUCTURE	\$ 140,360.00
H.	COORDINATION WITH OTHER ON-SITE CONTRACTORS	\$ 100.00
I.	STORMWATER POLLUTION PREVENTION PLAN	\$ 1,500.00
J.	TESTING	\$ 1,500.00
K.	AS-BUILTS	\$ 11,500.00
L.	BONDING	\$ 16,500.00

SUBTOTAL LUMP SUM BID (ITEMS A – L)

\$ 1,681,203.00

PROPOSAL
(Official Bid Form)
APEX TRAIL EXTENSION
JEA REIMBURSABLE UTILITIES
FOR
E-TOWN DEVELOPMENT, INC.

APEX TRAIL EXTENSION

A. MOBILIZATION

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

TOTAL LUMP SUM PRICE ITEM A:

\$ 4,000.00 (Numerals)

FOUR THOUSAND DOLLARS (Written)

B. PREVENTION CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION

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

TOTAL LUMP SUM PRICE ITEM B:

\$ 1,500.00 (Numerals)

ONE THOUSAND FIVE HUNDRED DOLLARS (Written)

C. WATER MAIN

Includes the construction of the JEA potable water main within the Apex Trail Extension right-of-way, from Sta. 308+26+/- to Sta. 322+84+/-, as shown within the construction plans. Includes all pipe, valves, fittings, connection to the existing water distribution system, pressure testing, flushing, disinfection, bacteriological testing, locate wires and appurtenances, plugs, services to the JEA WWTP site, backfill and compaction to JEA and City of Jacksonville Standards of material over the pipe, and the removal, disposal and replacement of any unsuitable material encountered and all other work (including dewatering) necessary to complete the installation of the system. Additionally, this work includes the testing, JEA warranty and maintenance and other items not specifically mentioned, but necessary for a complete and operable system as shown on the drawings and in accordance with the JEA and Florida Department of Environmental Protection requirements.

TOTAL LUMP SUM PRICE ITEM C:

\$ 285,255.00 (Numerals)

TWO HUNDRED EIGHTY FIVE THOUSAND TWO HUNDRED FIFTY FIVE DOLLARS (Written)

PROPOSAL
(Official Bid Form)
APEX TRAIL EXTENSION
JEA REIMBURSABLE UTILITIES
FOR
E-TOWN DEVELOPMENT, INC.

D. RECLAIMED WATER MAIN

Includes the construction of the ductile iron JEA water reclaimed water main within the Apex Trail Extension right-of-way, from Sta. 308+25+/- to Sta. 322+84+/-, as shown within the construction plans. Includes all pipe, valves, fittings, connection to the existing reclaim water distribution system, pressure testing, flushing, locate wires and appurtenances, plugs, backfill and compaction to JEA and City of Jacksonville Standards of material over the pipe and the removal, disposal and replacement of any unsuitable material encountered and all other work (including dewatering) necessary to complete the installation of the system. This work also includes the testing, JEA warranty and maintenance and other items not specifically mentioned, but necessary for a complete and operable system as shown on the drawings and in accordance with the JEA and Florida Department of Environmental Protection requirements.

TOTAL LUMP SUM PRICE ITEM D:

\$ 826,269.00 (Numerals)

EIGHT HUNDRED TWENTY SIX THOUSAND TWO HUNDRED SIXTY NINE DOLLARS (Written)

E. SANITARY SEWER FORCEMAIN

Includes the construction of the JEA sanitary sewer forcemain within the Apex Trail Extension right-of-way, from Sta. 308+25+/- to Sta. 322+84+/-, as shown within the construction plans. Includes all pipe, valves, fittings, connection to the existing sanitary sewer forcemain system, pressure testing, flushing, air release valves, locate wires and appurtenances, plugs, service to the JEA WWTP site, backfill and compaction to JEA and City of Jacksonville Standards of material over the pipe and the removal, disposal and replacement of any unsuitable material encountered and all other work (including dewatering) necessary to complete the installation of the system. This work also includes the testing, JEA warranty and maintenance and other items not specifically mentioned, but necessary for a complete and operable system as shown on the drawings and in accordance with the JEA and Florida Department of Environmental Protection requirements.

TOTAL LUMP SUM PRICE ITEM E:

\$ 234,825.00 (Numerals)

TWO HUNDRED THIRTY FOUR THOUSAND EIGHT HUNDRED TWENTY FIVE DOLLARS (Written)

PROPOSAL
(Official Bid Form)
APEX TRAIL EXTENSION
JEA REIMBURSABLE UTILITIES
FOR
E-TOWN DEVELOPMENT, INC.

F. RAW WATER MAIN

Includes the construction of the JEA Raw Water Main within the Apex Trail right-of-way at approximately Sta. 321+65+/-, as shown within the construction plans. Includes all pipe, valves, fittings, pressure testing, flushing, backfill and compaction to JEA and City of Jacksonville Standards of material over the pipe and the removal, disposal and replacement of any unsuitable material encountered and all other work (including dewatering) necessary to complete the installation of the system. This work also includes the testing, JEA warranty and maintenance and other items not specifically mentioned, but necessary for a complete and operable system as shown on the drawings and in accordance with the JEA and Florida Department of Environmental Protection requirements.

TOTAL LUMP SUM PRICE ITEM F:

\$ 157,894.00 (Numerals)

ONE HUNDRED FIFTY SEVEN THOUSAND EIGHT HUNDRED NINETY FOUR DOLLARS (Written)

G. JEA ELECTRIC DISTRIBUTION INFRASTRUCTURE

Includes the construction of JEA Electric Distribution Infrastructure adjacent to the Apex Trail Extension right-of-way, as shown on the JEA Electric Distribution plans provided by JEA.

TOTAL LUMP SUM PRICE ITEM G:

\$ 140,360.00 (Numerals)

ONE HUNDRED FORTY THOUSAND THREE HUNDRED SIXTY DOLLARS (Written)

PROPOSAL
(Official Bid Form)
APEX TRAIL EXTENSION
JEA REIMBURSABLE UTILITIES
FOR
E-TOWN DEVELOPMENT, INC.

H. COORDINATION WITH OTHER ON-SITE CONTRACTORS

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

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

I. STORMWATER POLLUTION PREVENTION PLAN

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

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

J. TESTING

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

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

PROPOSAL
(Official Bid Form)
APEX TRAIL EXTENSION
JEA REIMBURSABLE UTILITIES
FOR
E-TOWN DEVELOPMENT, INC.

K. AS-BUILTS

Cost of providing ALL as-builts of the potable water system, reclaimed water systems, forcemain, JEA Electric infrastructure and site work as required by the JEA, Florida Department of Environmental Protection and City of Jacksonville.

TOTAL LUMP SUM PRICE ITEM K:	
<u>\$ 11,500.00</u>	(Numerals)
<u>ELEVEN THOUSAND FIVE HUNDRED DOLLARS</u>	(Written)

L. BONDING

L.1 PAYMENT AND PERFORMANCE BOND

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

SUB-TOTAL LUMP SUM PRICE ITEM L.1:	
<u>\$ 16,400.00</u>	(Numerals)
<u>SIXTEEN THOUSAND FOUR HUNDRED DOLLARS</u>	(Written)

L.2. CONTRACTOR'S WARRANTEE

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

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

TOTAL LUMP SUM PRICE ITEM L:	
<u>\$ 16,500.00</u>	(Numerals)
<u>SIXTEEN THOUSAND FIVE HUNDRED DOLLARS</u>	(Written)

GENERAL NOTES

1. The Contractor shall submit a detailed construction schedule with the bid proposal that outlines time frames for major work items.
2. Standard NSPE contract documents as modified by the Owner will be used for the Contract and General Conditions.
3. The Owner will provide the following survey stakeout work for the Contractor on a one-time basis. The Contractor must provide all other necessary survey work.
 - (1) Project Benchmarks
 - (2) Horizontal Control
4. Where so indicated in this Bid Proposal, lump sum prices shall be expressed (printed or typed) in words and numerals, and in the case of discrepancy between the two, the amount expressed in words shall govern.
5. The Contractor shall be responsible for coordinating the work necessary with other Contractors on the site.
6. The Contractor shall be responsible for coordinating the work necessary to complete all final approvals and acceptances.
7. The Contractor shall complete his work in a professional and workman-like manner typical of his industry. There shall be no sections or parts missing. Further, the work shall be complete and able to function for its intended use. The work must be continuous.
8. All storm drainage must be maintained during construction. If this does not occur, the Contractor will be responsible for any damage that may result.
9. The Contractor's attention is called to the attached Reports of Geotechnical Exploration prepared by Ellis & Associates, Inc. All construction shall be completed in accordance with this report. The entire site is available to any bidder for surface or subsurface investigation. In addition, the Geotechnical Exploration report identifies certain ground water depths. The bidders are cautioned that these depths may not be representative of conditions as they exist today and should be field verified.
10. Water and sewer as-builts must include elevation on all water/storm and water/sanitary crossings. Sanitary Sewer services crossings are not included, but the as-builts shall provide the elevation of the end of the Sewer Service at the easement line.
11. The Contractor must comply with and include in his bid all costs associated with compliance with the Florida Trench Safety Act.
12. BIDDER accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for one hundred twenty (120) calendar days after the day of Bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen (15) calendar days after the date of OWNER's Notice of Award.

13. In submitting this Bid, BIDDER represent, as more fully set forth in the Agreement, that:
- (a) BIDDER has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.
 - (b) BIDDER is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
 - (c) BIDDER has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site which have been identified in the Contract Documents. BIDDER acknowledges that OWNER and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site. BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by BIDDER and safety precautions and programs incident thereto. BIDDER does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.
 - (d) BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
 - (e) BIDDER has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
14. BIDDER agrees that the Work will be Substantially Complete as defined by the Contract Documents and be Finally Completed as defined by the Contract Documents and ready for Final Payment within thirty (30) calendar days after the date in which the work is deemed Substantially Completed. Liquidated Damages are included as described in the Supplementary Conditions.
15. BIDDER has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged:

No. 1	Date Received	7/10/20	
No. _____	Date Received	_____	
No. _____	Date Received	_____	
No. _____	Date Received	_____	

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

- (a) Required Bid Security in the form of BID BOND,
including Certificates as to Corporate Principal;
- (b) Certificate as to Corporate Principal;
- (c) Attachment A - Affidavit;
- (d) Attachment B - List of Proposed Subcontractors;
- (e) Attachment C - Certificate of Compliance with Florida Trench Safety Act;
- (f) Letter of Qualification for Performance and Payment Bonds
- (g) Initial Project Schedule

17. Communications concerning this Bid shall be addressed to:

The address of BIDDER indicated below:

JOHN WOODY, INC., P.O. BOX 60218, JACKSONVILLE, FL 32236

Telephone Number: 904-783-2411

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

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

CORPORATE/COMPANY

Company Name: JOHN WOODY, INC. (Seal)

By: 

MICHAEL WOODALL
(Name typed or printed)

By: 

Michael Kivlin
(Name typed or printed)

Address:

Telephone No.: (904) 783-2411

Fax No.: ()

State Contractor License Number: CUC040091

Federal I.D. Tax Number: 59-1896667

INDIVIDUAL

Name:
(Signature) (Name typed or printed) (Title)

Address:

Telephone No.: ()

Federal I.D. Tax Number:

BID BOND

Any singular reference to Proposer, Surety, Owner, or other party shall be considered plural where applicable.

PROPOSER (Name and Address):

JOHN WOODY, INC.

P.O. Box 60218

Jacksonville, Florida 32236

SURETY (Name and Address of Principal Place of Business):

WESTERN SURETY COMPANY

151 N. Franklin Street

Chicago, Illinois 60606

OWNER (Name and Address):

E-Town Development, Inc.

4310 Pablo Oaks Ct

Jacksonville, FL 32224

Proposal Due Date: July 14, 2020

Project (Brief Description Including Location): Apex Trail Extension JEA Reimbursable Utilities, Duval County, Florida.

BOND

Bond Number: N/A

Date (Not later than Proposal due date): July 14, 2020

Penal sum Five percent of the largest amount for which award can be made under
the accompanying bid.

(Words)

5%

(Figures)

Surety and Proposer, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

PROPOSER

JOHN WOODY, INC.

(Seal)

Proposer's Name and Corporate Seal

By: Signature and Title MICHAEL WADDALL
PRES.Attest: Signature and Title Michael Kivlin
V.P.**SURETY**

WESTERN SURETY COMPANY

(Seal)

Surety's Name and Corporate Seal

By: Signature and Title Tom S. Lobrano, IV, Attorney-in-Fact & Florida
(Attach Power of Attorney) Resident AgentAttest: 

Signature and Title Teresa Blunk, Witness

Note: Above addresses are to be used for giving required notice.

CERTIFICATES AS TO CORPORATE PRINCIPAL

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


Secretary

Corporate Seal

STATE OF Florida

COUNTY OF Duval

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared Tom S. Lobrano, IV to me well known, who being by me first duly sworn upon oath, says that he is the Attorney-In-Fact, for the Western Surety Company and that he has been authorized by to execute the foregoing bond on behalf of the surety named therein in favor of the Owner.

Subscribed and sworn to me this 14th day of July, 2020.



TERESA L. BLUNK
Notary Public, State of Florida
My Comm. Expires May 31, 2021
Commission No. GG 95629



NOTARY PUBLIC Teresa L. Blunk
State of Florida-at-large

My Commission Expires: May 31, 2021

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

WESTERN SURETY COMPANY
Sioux Falls, South Dakota
Statement of Net Admitted Assets and Liabilities
December 31, 2019

ASSETS

Bonds	\$ 1,943,152,245
Stocks	27,166,227
Cash, cash equivalents, and short-term investments	27,903,793
Receivables for securities	-
Investment income due and accrued	17,854,019
Premiums and considerations	56,706,652
Amounts recoverable from reinsurers	1,307,522
Current federal and foreign income tax recoverable and interest hereon	2,678,469
Net deferred tax asset	11,798,536
Receivable from parent, subsidiaries, and affiliates	12,821,583
Other assets	601
Total Assets	<u>\$ 2,101,389,646</u>

LIABILITIES AND SURPLUS

Losses	\$ 206,051,147
Loss adjustment expense	52,124,445
Commissions payable, contingent commissions and other similar charges	9,862,381
Other expenses (excluding taxes, license and fees)	3,624
Taxes, License and fees (excluding federal and foreign income taxes)	3,875,999
Federal and foreign income taxes payable	-
Unearned premiums	248,521,840
Advance premiums	6,112,006
Ceded reinsurance premiums payable (net of ceding commissions)	1,673,524
Amounts withheld or retained by company for account of others	5,332,206
Provision for reinsurance	290,516
Payable to parent, subsidiaries and affiliates	2905
Payable on security transactions	-
Other liabilities	97,836
Total Liabilities	<u>\$ 533,948,430</u>

Surplus Account:

Common stock	\$ 4,000,000
Gross paid in and contributed surplus	280,071,837
Unassigned funds	<u>1,283,369,380</u>
Surplus as regards policyholders	<u>\$ 1,567,441,217</u>

Total Liabilities and Capital \$ 2,101,389,646

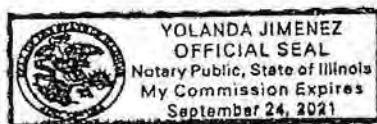
I, Amy Smith, Senior Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2019, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.

Western Surety Company

By Amy Smith
Senior Vice President

Subscribed and sworn to me this 11th day of March, 2020.

My commission expires:



By Yolanda Jimenez
Notary Public

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Tom S Lobrano III, Tom S Lobrano IV, Mark C Fore, Geoffrey M Munn, Individually

of Jacksonville, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 9th day of February, 2018.



WESTERN SURETY COMPANY

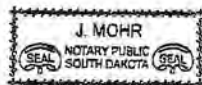
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 9th day of February, 2018, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 14th day of July, 2020



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

ATTACHMENT A

AFFIDAVIT

TO: E-Town Development, Inc.

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

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

STATE OF FLORIDA COUNTY OF DUVAL
Before me, the Undersigned authority, personally appeared
who being duly sworn, deposes and says he is PRESIDENT of JOHN WOODY, INC.
(Title) (Firm)

The Bidder submitting the attached proposal for the work covered by the Documents in
Bid No: 20-091- Apex Trail Extension JEA Reimbursable Utilities

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

JOHN WOODY INC.
day

(Bidder)

By: [Signature]

PRESIDENT

(Title)

Sworn and subscribed to me this 14th

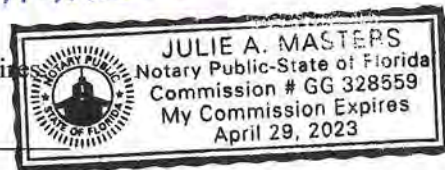
of July, 2020.

Notary Public

Signature [Signature]

Printed Julie A. Masters

My commission Expires



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

ATTACHMENT B

LIST OF PROPOSED SUBCONTRACTORS

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

Subcontractor No. 1

Name:	FIRST COAST ELECTRIC
Description of Work:	JEA ELECTRIC DISTRIBUTION INFRASTRUCTURE
Percent of Contract Price:	8%
Previous Experience Together:	

Subcontractor No. 2

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

Subcontractor No. 3

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

Subcontractor No. 4

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

Subcontractor No. 5

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

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

ATTACHMENT C

CERTIFICATE OF COMPLIANCE WITH FLORIDA TRENCH SAFETY ACT

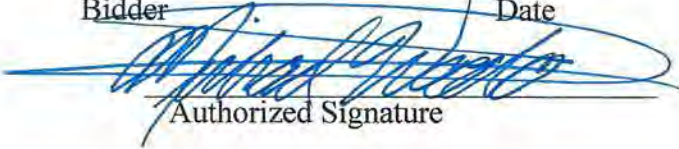
Bidder acknowledges that he is solely responsible for complying with the Florida Trench Safety Act (ACT) and Occupational Safety and Health Administrations excavation safety standard 29 CFR 1926.650 (Subpart P as amended). Bidder further acknowledges that included in the various items of the proposal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

By: JOHN WOODY, INC.

7/14/20

Bidder

Date


Authorized Signature

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



CONSTRUCTION UNDERWRITERS, INC.
4168 Southpoint Pkwy Ste 305 Jacksonville, FL 32216
(904) 296-3331 Phone (904) 296-1314 Fax

June 16, 2020

Re: **JOHN WOODY, INC. - Contractor**

To Whom It May Concern:

It has been our pleasure to provide surety credit for JOHN WOODY, INC. for many years. We have never been called upon for a bond, which we have not gladly provided, nor do we anticipate the contractor to undertake any project that we would hesitate to bond because of its size or nature.

Currently, JOHN WOODY, INC. has surety credit established with Continental Casualty Company, an AM Best Rated Company of A, XV, in excess of \$25 million for single projects and an aggregate work program in excess of \$50 million.

We would foresee no problem in providing the necessary 100% performance and payment bonds to JOHN WOODY, INC. This commitment is contingent upon an acceptable contract to JOHN WOODY, INC. and Continental Casualty Company.

We regard this firm as one of the outstanding firms in the construction industry and we feel the principals of JOHN WOODY, INC. possess broad experience, financial responsibility and high integrity. Without reservation, we highly recommend JOHN WOODY, INC.

If we can provide any additional information, please do not hesitate to call.

Sincerely,

SURETY ASSOCIATES, INC.



Tom S. Lobrano, IV

TSL/tlb

APEX TRAIL EXT. JEA REIMBURSABLE UTILITIES					
Item No.	Units	Est. Qty.	Description	Unit Price	Total Price
A.	LS	1	MOBILIZATION	\$ 4,000.00	\$ 4,000.00
B.	LS	1	PREVENTION CONTROL AND ABATEMENT OF EROSION	\$ 1,500.00	\$ 1,500.00
C.			WATER MAIN		
	LF	1460	20" DIP	\$ 128.75	\$ 187,975.00
	LF	320	12" DR 18	\$ 42.50	\$ 13,600.00
	EA	2	20" GATE VALVE W/ BOX	\$ 16,250.00	\$ 32,500.00
	EA	3	12" GATE VALVE W/ BOX	\$ 2,450.00	\$ 7,350.00
	EA	30	20" JOINT RESTRAINTS	\$ 850.00	\$ 25,500.00
	EA	14	12" JOINT RESTRAINTS	\$ 200.00	\$ 2,800.00
	EA	2	FIRE HYDRANT	\$ 4,965.00	\$ 9,930.00
	EA	4	FLUSHING HYDRANT	\$ 1,400.00	\$ 5,600.00
					\$ 285,255.00
D.			RECLAIMED WATER MAIN		
	LF	882	36" DIP	\$ 214.50	\$ 189,189.00
	LF	864	36" DIP RESTRAINED PIPE	\$ 286.75	\$ 247,752.00
	LF	252	30" DIP RESTRAINED JOINT PIPE	\$ 225.25	\$ 56,763.00
	LF	260	12" DR 18	\$ 44.50	\$ 11,570.00
	EA	3	36" GATE VALVE W/ BOX	\$ 53,685.00	\$ 161,055.00
	EA	2	30" GATE VALVE W/ BOX	\$ 36,345.00	\$ 72,690.00
	EA	2	12" GATE VALVE W/ BOX	\$ 2,450.00	\$ 4,900.00
	EA	4	36" 45° BEND	\$ 5,735.00	\$ 22,940.00
	EA	6	36" 22.5° BEND	\$ 5,355.00	\$ 32,130.00
	EA	4	30" 45° BEND	\$ 4,720.00	\$ 18,880.00
	EA	6	FLUSHING HYDRANT	\$ 1,400.00	\$ 8,400.00
					\$ 826,269.00

E.			FORCE MAIN		
	LF	240	20" DR 18	\$ 92.50	\$ 22,200.00
	LF	1580	16" DR 18	\$ 78.25	\$ 123,635.00
	LF	260	12" DR 18	\$ 44.50	\$ 11,570.00
	EA	3	16" GATE VALVE W/ BOX	\$ 6,250.00	\$ 18,750.00
	EA	2	12" GATE VALVE W/ BOX	\$ 2,450.00	\$ 4,900.00
	EA	9	20" JOINT RESTRAINT	\$ 850.00	\$ 7,650.00
	EA	28	16" JOINT RESTRAINT	\$ 650.00	\$ 18,200.00
	EA	10	12" JOINT RESTRAINT	\$ 200.00	\$ 2,000.00
	EA	3	AIR RELEASE ASSEMBLY	\$ 8,640.00	\$ 25,920.00
					\$ 234,825.00
F.			RAW WATER MAIN		
	LF	252	30" DIP RESTRAINED JOINT PIPE	\$ 327.00	\$ 82,404.00
	EA	2	30" GATE VALVE W/ BOX	\$ 36,345.00	\$ 72,690.00
	EA	2	FLUSHING HYDRANT	\$ 1,400.00	\$ 2,800.00
					\$ 157,894.00
G.	LS	1	JEA ELECTRIC DISTRIBUTION INFRASTRUCTURE	\$ 140,360.00	\$ 140,360.00
H.	LS	1	COORDINATION WITH OTHER ON-SITE CONTRACTORS	\$ 100.00	\$ 100.00
I.	LS	1	STORMWATER POLLUTION PREVENTION PLAN	\$ 1,500.00	\$ 1,500.00
J.	LS	1	TESTING	\$ 1,500.00	\$ 1,500.00
K.	LS	1	AS-BUILTS	\$ 11,500.00	\$ 11,500.00
L.	LS	1	BONDING	\$ 16,500.00	\$ 16,500.00
			TOTAL		\$ 1,681,203.00

JOHN WOODY, INC.

[illegible][illegible]

JOHN WOODY, INC.

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