

# Welcome to the JEA Awards Meeting

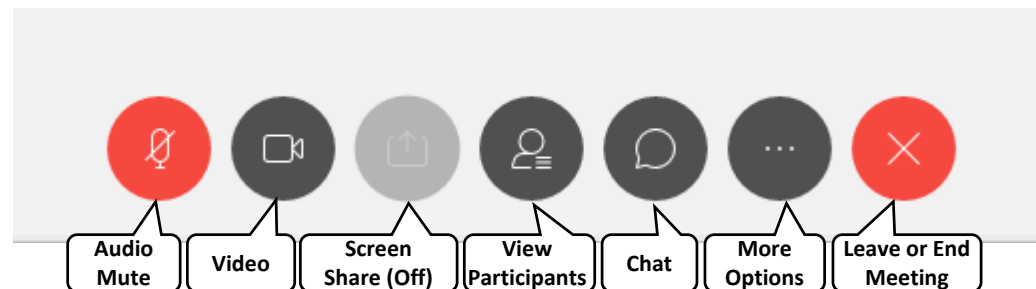
You have been joined to the meeting with your **audio muted** by default.

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](mailto: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](mailto: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, December 10, 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 (12/3/2020).
2. **DEFERRED** - 072-20 - Request approval to award a five (5) year contract to Armstrong Fence Co for Repair and Installation of Industrial Automatic Gate and Door Systems, in the amount of \$3,589,000.00 subject to the availability of lawfully approved funds.
3. **DEFERRED** - 073-20 – Request approval to award a five (5) year contract to Agent Fire LLC for repair, installation and testing of fire alarm and sprinkler systems in the amount of \$3,388,397.40, subject to the availability of lawfully appropriated funds.
4. **DEFERRED** - 074-20 - Request approval to award a five (5) year contract to G4S Secure Integration LLC for Repair and Installation of Access Control Systems, in the amount of \$5,840,000.00, subject to the availability of lawfully approved funds.
5. **DEFERRED** - 075-20 - Request approval to award a five (5) year contract to United Security Alliance Inc. for repair and installation of video surveillance systems in the amount of \$6,760,000.00, subject to the availability of lawfully approved funds.
6. 067-20 – Request approval to award a contract to Arthur J. Gallagher Risk Management Services, Inc. for Property and Casualty Insurance Brokerage Services and premiums in the amount of \$43,699,609.00, subject to the availability of lawfully appropriated funds.
7. 001-20 – Request approval to award a contract to The Haskell Company, for pre-construction services for the Construction Management-at-Risk (CMAR) Services for the Nassau Water Reclamation Facility (WRF) Upgrade Projects in the amount of \$420,020.00, subject to the availability of lawfully appropriated funds.
8. 1410207446 – Request approval to award a one-time purchase contract to Sabre Corporation for the fabrication and shipping of Baymeadows Substation Tower in the amount of \$332,492.00, subject to the availability of lawfully appropriated funds.
9. Request approval of a land acquisition purchase from East Pointe Baptist Church, Inc. in the amount of \$332,500.00, subject to the availability of lawfully appropriated funds.

10. Request approval of two Real Estate purchases from Forest Blvd Baptist Church, Inc. in the amount of \$100,000.00 and Eric W. Evans and Linda C. Evans in the amount of \$65,000.00, for a not-to-exceed amount of \$165,000.00, subject to the availability of lawfully appropriated funds.
11. Request approval to complete a property swap for the subject parcels between JEA, a body politic and corporate (“JEA”), and PV Commercial Properties, Inc., a Florida corporation (“PVCP”), and Gate Petroleum Company, a Florida corporation (“Gate”) in the amount of \$0.00 subject to the availability of lawfully appropriated funds.
12. **DEFERRED** - 086-20 – Request approval to award a contract to T B Landmark Construction, Inc. for construction services for the Downtown – Extend Chilled Water System to New JEA Office & Ed Ball Building project in the amount of \$5,549,319.00, subject to the availability of lawfully appropriated funds.
13. Request approval to award a sole source contract to The Energy Authority to provide Project Services Agreement for TEA Connected Analytics™ Services in the amount of \$478,434.31, subject to the approval of lawfully appropriated funds.
14. Request approval for a contract amendment to Mistras Group Inc for non-destructive inspection services for JEA in the amount of \$94,633.00, for a new not-to-exceed amount of \$844,633.00, subject to the availability of lawfully appropriated funds.
15. Request approval to award a contract to Duval Ford (\$1,707,618.00), Coggin Ford (\$1,008,698.00), and Beck Auto Sales, Inc. (\$286,606.56) for the combined purchase of forty-nine (49) vehicles within the vehicle class categories of 112, 115, 116, 117, 122+, 123, 130 and 136 for JEA’s FY 21 and FY22 fleet capital requirements, for a total not-to-exceed amount of \$3,002,922.56, subject to the availability of lawfully appropriated funds.
16. **DEFERRED** - 003-21 – Request approval to award a contract to DB Civil Construction, LLC for construction services for the Ponte Vedra Blvd 6-inch CI Water Main Replacement project in the amount of \$3,319,011.00, subject to the availability of lawfully appropriated funds.
17. **DEFERRED** - 077-20 – Request approval to award a contract to Williams Industrial Services, LLC for construction services for the Construction Services for the Holiday Road Master Pump Station Rehabilitation project in the amount of \$1,838,452.76, subject to the availability of lawfully appropriated funds.

**Informational Items:** N/A

**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.

## 12-10-2020 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 12/03/2020 meeting.
2 - Defer	Defer	Defer	Defer	Defer	Defer	Defer	Defer
3- Defer	Defer	Defer	Defer	Defer	Defer	Defer	Defer
4 - Defer	Defer	Defer	Defer	Defer	Defer	Defer	Defer
5 - Defer	Defer	Defer	Defer	Defer	Defer	Defer	Defer
6	Request for Proposals (RFP) 3 proposers	Roche	\$885,000.00	\$43,699,609.00	Arthur J. Gallagher Risk Management Services, Inc.	Three (3) Years w/ One (1) – One (1) Yr. Renewal	<p><b><u>Property and Casualty Insurance Brokerage Services</u></b></p> <p>The estimated contract spend details are below:</p> <ul style="list-style-type: none"> <li>• FY21: \$13,240,209.00</li> <li>• FY22: \$14,768,200.00</li> <li>• FY23: \$15,691,200.00</li> <li>• NTE: \$43,699,609.00</li> </ul>
7	Request for Proposals (RFP) 7 proposers	Vu	\$550,000.00	\$420,020.00	The Haskell Company	Project Completion (Expected: July 2024)	<p><b><u>Construction Management-at-Risk (CMAR) Services for the Nassau Water Reclamation Facility (WRF) Upgrade Projects</u></b></p> <p>Request approval to award a contract for pre-construction services for the Nassau WRF upgrade projects.</p>
8	Invitation for Bid (IFB) 1 bidder	Datz	\$375,000.00	\$332,492.00	Sabre Corporation	Project Completion	<p><b><u>Fabrication and Shipping of Baymeadows Substation Communication Tower</u></b></p> <ul style="list-style-type: none"> <li>• NTE: \$332,492.00</li> </ul>
9	Miscellaneous	McElroy	N/A	\$332,500.00	East Pointe Baptist Church, Inc.	Project Completion	<p><b><u>East Pointe Baptist Church, Inc. – Land Acquisition</u></b></p> <ul style="list-style-type: none"> <li>• NTE: \$332,500.00</li> </ul>
10	Miscellaneous	McElroy	N/A	\$100,000.00  \$65,000.00	Forest Blvd. Baptist Church, Inc.  Eric W. Evans and Linda C. Evans	Project Completion	<p><b><u>Deerwood Replacement Well – Real Estate Award</u></b></p> <ul style="list-style-type: none"> <li>• NTE: \$165,000.00</li> </ul>
11	Miscellaneous	McElroy	N/A	\$0	PV Commercial Properties, Inc	Project Completion	<p><b><u>PVCP/Gate Property Swap – Real Estate Award</u></b></p> <p>This is a land swap and no money is changing hands.</p>
12 - Defer	Defer	Defer	Defer	Defer	Defer	Defer	Defer
13	Sole Source	Dugan	\$478,434.31	\$478,434.31	The Energy Authority, Inc.	Three (3) Years w/ - 1 Yr. Renewals	<p><b><u>Implementation with TEA of Database and subscriptions to support water and electric smart grid technology</u></b></p> <p>The scope of work for this project is to implement dataplatform, develop software and subscriptions for smart grid technology using AI and machine</p>

## 12-10-2020 Awards Committee

							<p>learning to improve water and electric meter maintenance, replacement and detail variations on the distribution side of the grid.</p> <p>FY21 - \$152,199.96  FY22 - \$156,765.96  FY23 - \$161,468.39</p>
<b>14</b>	Contract Amendment	Erixton	N/A	\$94,633.00	Mistras Group, Inc. dba Mistras Group Services Division	Five (5) Years w/ One (1) – 1 Yr. Renewal	<p><b><u>Contract Increase – Adding Funds to Mistras Contract to support work completed.</u></b></p> <p>The Business Unit used the secondary supplier to perform work during an outage, which exceeded the contract NTE. This increase covers that work.</p>
<b>15</b>	Invitation for Bid (IFB) 6 bidders	McElroy	\$3,154,847.80	\$1,707,618.00 \$1,008,698.00 \$286,606.56	Duval Ford Coggin Ford Beck Auto Sales, Inc.	Project Completion	<p><b><u>JEA Light and Medium Duty Procurement Acquisition</u></b></p> <p>The Contract Spend Details are below</p> <ul style="list-style-type: none"> <li>• FY21 Spend: \$1,793,010.56</li> <li>• FY22 Spend: \$1,209,912.00</li> </ul>
<b>16 - Defer</b>	Defer	Defer	Defer	Defer	Defer	Defer	Defer
<b>17 - Defer</b>	Defer	Defer	Defer	Defer	Defer	Defer	Defer
<b>Total Award</b>				<b>\$48,525,610.87</b>			

**JEA AWARDS COMMITTEE**  
**DECEMBER 3, 2020 MEETING MINUTES**

The JEA procurement Awards Committee met on December 3, 2020, in person with a WebEx option

WebEx Meeting Number (access code): 160 199 4252

WebEx Password: pxP6CqUSt63

Members in attendance were Jenny McCollum as Chairperson, Laure Whitmer as Budget Representative, Julia Davis as Office of General Counsel Representative; with Steve Tuten, Joe Orfano, Stephen Datz, Wayne Young, and Jordan Pope as voting Committee Members.

Chair McCollum called the meeting to order at 10:03 a.m., introduced the Awards Committee Members, and confirmed that there was a quorum of the Committee membership present.

**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:**

1. Chair McCollum verbally presented the Committee Members the proposed November 19, 2020 minutes contained in the board packet.

**MOTION:** Steve Tuten made a motion to approve the November 19, 2020 minutes (Award Item 1). The motion was seconded by Wayne Young and approved unanimously by the Awards Committee (5-0).

The Committee Members reviewed and discussed the following Awards Items 4-8 and 10-11:

2. **DEFERRED** - 035-18 Request approval for a contract increase to Mistras Group Inc for non-destructive inspection services for JEA in the amount of \$200,000 for a new not-to-exceed amount of \$950,000.00, subject to the availability of lawfully appropriated funds.
3. **DEFERRED** - Request approval to award a sole source contract to The Energy Authority to provide Project Services Agreement for TEA Connected Analytics™ Services in the amount of \$478,434.31, subject to the approval of lawfully appropriated funds.
4. 081-19 Request approval to award a contract increase to Opin LLC, DBA American FR and Safety for additional fire protective clothing in the amount of \$33,500.00, for a new not-to-exceed amount of \$333,500.00, subject to the availability of lawfully appropriated funds.

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

5. Request approval for a change order for Network Protectors for JEA Inventory Stock in the amount of \$481,033.00, for a new not-to-exceed total of \$1,602,418.00, subject to the availability of lawfully appropriated funds.

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

6. 026-20 -Request approval to award a contract to Replay Systems, Inc. for the Workforce Engagement Management (WEM) Software Solution and Implementation in the amount of \$974,990.00, subject to the availability of lawfully appropriated funds.

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

7. Request approval to award a contract amendment to Pace Analytical Services LLC to increase the contract for environmental sampling and analysis for JEA by \$100,000.00, for a new not-to-exceed amount of \$400,000.00, subject to the availability 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 Stephen Datz and approved unanimously by the Awards Committee (5-0).

8. Request approval to award a contract extension to Vesta modular for Leased Modular Buildings to House Technical Training at NGS in the amount of \$92,250.00, for a new not-to-exceed amount of \$390,670.66, subject to the availability of lawfully appropriated funds.

**MOTION:** Stephen Datz made a motion to approve Award Item 8 as presented in the board packet. The motion was seconded by Wayne Young and approved unanimously by the Awards Committee (5-0).

9. **DEFERRED** - 067-20 – Request approval to award a contract to Arthur J. Gallagher Risk Management Services, Inc. for Property and Casualty Insurance Brokerage Services in the amount of \$510,000.00, subject to the availability of lawfully appropriated funds.

10. 101-20 - Request approval to award a contract to Blue Cross Blue Shield of Florida, Inc. to cover Stop Loss Policy for the employees and retirees of JEA in the amount of \$1,488,974.00, subject to the availability 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 Steve Tuten and approved unanimously by the Awards Committee (5-0).

11. 043-17 - Request approval to award a one (1) year contract renewal to Blue Cross Blue Shield of Florida, Inc. for Group Medical ASO with PBM services for the employees and retirees of JEA in the amount of \$33,223,355.50 with a new not-to-exceed amount of \$128,050,095.52, subject to the availability of lawfully appropriated funds.

**MOTION:** Jordan Pope made a motion to approve Award Item 11 as presented in the board packet. The motion was seconded by Joe Orfano and approved unanimously by the Awards Committee (5-0).

Informational Item:

A1 Pole Attachment Inventory Audit Award

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 10:59 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/](https://www.jea.com/About/Procurement/Awards_Meeting_Agendas_and_Minutes/)**





## Formal Bid and Award System

Award #6 December 10, 2020

**Type of Award Request:** REQUEST FOR PROPOSALS (RFP)  
**Request #:** 6837  
**Requestor Name:** Bossier, Steven M. - Director Risk Management Services  
**Requestor Phone:** (904) 665-6019  
**Project Title:** Property and Casualty Insurance Brokerage Services  
**Project Number:** Z0000 - 8004052, 8004053, 8004054  
**Project Location:** JEA  
**Funds:** O&M  
**Budget Estimate:** \$885,000.00 (for Brokerage Services only)  
**Scope of Work:**

The purpose of this Request for Proposals (this "RFP") is to evaluate and select a firm ("Company" or "Proposer") to provide the following Property and Casualty Insurance Brokerage Services to JEA (collectively, the "Work" or "Services"):

- Procurement of Insurance (Property and Casualty)
- Property Loss Prevention Engineering
- Claims Settlement (Property and Casualty)

**JEA IFB/RFP/State/City/GSA#:** 067-20  
**Purchasing Agent:** Selders, Elaine L.  
**Is this a Ratification?:** NO

### RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC.	Scott Saporito	scott_saporito@ajg.com	111 Veterans Blvd., Ste. 1130 Metairie, LA 70005	(504) 888-1100	\$43,699,609.00

**Amount for entire term of Contract/PO:** \$43,699,609.00  
**Award Amount for remainder of this FY:** \$13,240,209.00  
**Length of Contract/PO Term:** Three (3) Years w/One (1) – One (1) Yr. Renewal  
**Begin Date (mm/dd/yyyy):** 01/01/2021  
**End Date (mm/dd/yyyy):** 12/31/2023  
**Renewal Options:** YES - One (1) - One (1) Yr. Renewal  
**JSEB Requirement:** N/A - Optional

**PROPOSERS:**

Name	Amount	Score	Rank
ARTHUR J GALLAGHER RISK MANAGEMENT SERVICES, INC.	\$510,000.00	94.33	1
MCGRIFF SEIBELS & WILLIAMS	\$525,000.00	80.82	2
AON	\$780,000.00	79.21	3

**Background/Recommendations:**

Advertised on 09/15/2020. At Proposal opening on 09/29/2020, JEA received three (3) Proposals. JEA evaluated the companies on financial responsibility, staff experience, company experience and rates and Arthur J. Gallagher Risk Management Services, Inc. is deemed the highest evaluated Responsive and Responsible Proposer. A copy of the Proposal Form and Evaluation Results are attached as backup.

Under this contract, JEA will pay Arthur J. Gallagher Risk Management Services, Inc. a flat annual fee for Insurance Brokerage Services, and Insurance Premiums are paid to the Insurance Carriers through the broker contract. Per the contract terms, Arthur J. Gallagher Risk Management Services, Inc. is not permitted to add any mark up or commissions to the Insurance Premiums that are paid to the Insurance Carriers through this contract. Documentation to support the selection process for the Insurance Carriers' is on file in JEA Risk Management Services.

In addition to the broker service fees paid to Arthur J. Gallagher Risk Management Services, Inc., JEA pays various premiums through the broker. The premium estimates have been included in the award amount and the budgeted amounts have been attached as backup. The risk management team has budgeted the following amounts for the estimated premiums for the next three (3) years.

- FY 2021 - \$13,417,200.00 (includes FY21 Q1 paid to current broker)
- FY 2022 - \$14,768,200.00
- FY 2023 - \$15,691,200.00

When comparing the price between the current contract and the new contract, it resulted in an approximate thirteen percent (13%) savings or \$75,000.00 over three (3) years. The award amount of \$510,000.00 is within the forecasted budget estimate.

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: \$75,000.00

067-20 – Request approval to award a contract to Arthur J. Gallagher Risk Management Services, Inc. for Property and Casualty Insurance Brokerage Services and premiums in the amount of \$43,699,609.00, subject to the availability of lawfully appropriated funds.

**Director:** Bossier, Steven M. - Director Risk Management Services  
**Chief:** Roche, Brian J. - Interim Chief Financial Officer

**APPROVALS:**

Heather Beard 12/10/2020

**Chairman, Awards Committee** **Date**

Kenny A. Vitone 12/15/2020

**Budget Representative** **Date**

### 067-20 Property and Casualty Insurance Brokerage Services

Vendor Rankings	S. Bossier	R. Caffey	S. Tuten	Σ Rank	Rank	Bid Amount	Per Year	Per Quarter	Current Contract per Yr
<b>Aon</b>	3	2	3	8	<b>3</b>	\$780,000.00	\$260,000.00	\$65,000.00	n/a
<b>Gallagher</b>	1	1	1	3	<b>1</b>	\$510,000.00	\$170,000.00	\$42,500.00	n/a
<b>Mcgriff</b>	2	3	2	7	<b>2</b>	\$525,000.00	\$175,000.00	\$43,750.00	\$195,000.00

S. Bossier	Financial Responsibility (5 Points)	Experience of Service Team (30 Points)	Company Experience (30 Points)	Compensation Points (35)	Total	Rank
<b>Aon</b>	5	28.91	24	22.88	80.79	3
<b>Gallagher</b>	5	28.91	28	35	96.91	1
<b>Mcgriff</b>	5	30	13	34	82	2

R. Caffey	Financial Responsibility (5 Points)	Experience of Service Team (30 Points)	Company Experience (30 Points)	Compensation Points (35)	Total	Rank
<b>Aon</b>	5	28.18	24	22.88	80.06	2
<b>Gallagher</b>	5	27.45	28	35	95.45	1
<b>Mcgriff</b>	2	29.45	13	34	78.45	3

S. Tuten	Financial Responsibility (5 Points)	Experience of Service Team (30 Points)	Company Experience (30 Points)	Compensation Points (35)	Total	Rank
<b>Aon</b>	3	26.91	24	22.88	76.79	3
<b>Gallagher</b>	4	23.64	28	35	90.64	1
<b>Mcgriff</b>	5	30	13	34	82	2

Overall Averages	Financial Responsibility (5 Points)	Experience of Service Team (30 Points)	Company Experience (30 Points)	Compensation Points (35)	Total
<b>Aon</b>	4.33	28.00	24.00	22.88	79.21
<b>Gallagher</b>	4.67	26.67	28.00	35.00	94.33
<b>Mcgriff</b>	4.00	29.82	13.00	34.00	80.82

APPENDIX B – FORMS  
067-20 PROPERTY AND CASUALTY INSURANCE BROKERAGE SERVICES  
PROPOSAL FORM

**G. COMPENSATION (Selection Criteria- Same as Title):**

**INSTRUCTIONS:** Indicate below the proposed annual compensation for providing “Scope of Work” (Section 1.1.1) of this Solicitation during the three-year service period. The total annual compensation on this form must be all-inclusive and must include compensation for services related to any additional Property and Casualty insurance purchased by JEA during service periods, including any remarketing of their Property and Casualty insurance. Actual annual compensation must be the same as proposed compensation unless “Scope of Work” is changed at the request of JEA by an amendment to the Contract between Company and JEA.

Scope of Work must continue to be provided annually during the period of the Contract between Company and JEA at a flat annual fee. This annual compensation from JEA to Company shall be an agreed amount not subject to any commissions, contingent fees, or any other form of remuneration (direct or indirect, transaction specific or non-specific) from insurers providing Property and Casualty coverage to JEA.

Service Period	2021	2022	2023
Total - Property with AFM*	\$170,000	\$170,000	\$170,000
Total – Property alternative to AFM*	\$195,000	\$195,000	\$195,000

\*Property includes consultancy on FM placement, engineering support on recommendations, and claims advocacy. Alternative to FM would also include a worldwide marketing effort to present non-FM options.

Wholesale brokerage compensation (if any) on any placement will be capped at 5% of premium placed through such wholesalers.

**TOTAL COMPENSATION PAID BY JEA TO COMPANY FOR THE THREE-YEAR TERM:**

**With AFM: \$510,000**

**With AFM Alternative: \$585,000**

**MH (Initials) I have read and understood the Sunshine Law/Public Records clauses contained within this solicitation. I understand that in the absence of a redacted copy my proposal will be disclosed to the public “as-is”.**

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.

We have received addenda 1 through 1


Erica S. Garcia  
Signature of Authorize Officer of Company or Agent

9/23/20  
Date

Erica Savage Garcia, Area President  
Printed Name & Title

504-872-3634  
Phone Number

JEA's Insurance Self-Insurance Premium Budget  
Fiscal Year 2021  
(As of 01/22/2020)

						
Insurance	Renewal Date	Electric	Water & Sewer	DES	Total	Cash Flow
General/Automobile Liability (Monthly Funding FY 21)*	1-Oct	\$1,642,500	\$585,000	\$22,500	\$2,250,000	12 Installments beginning 10/01/20 Participant in the COJ Self-Insured Fund
Workers' Compensation (Monthly Funding FY 21)*	1-Oct	\$1,351,960	\$481,520	\$18,520	\$1,852,000	12 Installments beginning 10/01/20 Participant in the COJ Self-Insured Fund
Automobile Liability (Outside State of Florida)	10-May	\$40,150	\$14,300	\$550	\$55,000	One Payment Due 05/10/21
Public Officials including D&O Liability	1-Oct	\$102,200	\$36,400	\$1,400	\$140,000	One Payment Due 10/01/20
Property Damage Insurance (Factory Mutual)	1-Oct	\$2,920,000	\$1,040,000	\$40,000	\$4,000,000	One Payment Due 10/01/20
Property Damage (T&D) (Lloyds of London)	1-Jan	\$3,285,000	\$1,170,000	\$45,000	\$4,500,000	One Payment Due 01/01/21
Excess Liability - \$30,000,000**	1-Mar	\$204,400	\$72,800	\$2,800	\$280,000	One Payment Due 03/01/21
Excess Liability - \$15,000,000**	1-Mar	\$58,400	\$20,800	\$800	\$80,000	One Payment Due 03/01/21
Fiduciary**	1-Mar	\$32,850	\$11,700	\$450	\$45,000	One Payment Due 03/01/21
Erisa Bond**	1-Mar	\$2,336	\$832	\$32	\$3,200	One Payment Due 03/01/21
Claims Handling Software	1-Feb	\$30,660	\$10,920	\$420	\$42,000	12 Installments beginning 03/01/21
<b>Insurance Brokerage Fees</b>	1-Jan	\$124,100	\$44,200	\$1,700	\$170,000	Payable on the 1st of the following months: October, 2020, January, April, July 2021
<b>Total:</b>		<b>\$9,794,556</b>	<b>\$3,488,472</b>	<b>\$134,172</b>	<b>\$13,417,200</b>	
* The City of Jacksonville's calculation of this adjustment for the City's self-insured fund balance period ending 09/30/20 is not available until December 2020. This adjustment could result in a refund to JEA or an amount due the City. JEA does not budget for this annual adjustment.						
** Formally paid for by SJRPP						



Insurance	Renewal Date	Electric	Water & Sewer	DES	Total	Cash Flow
General/Automobile Liability (Monthly Funding FY 21)*	1-Oct	\$1,825,000	\$650,000	\$25,000	\$2,500,000	12 Installments beginning 10/01/21 Participant in the COJ Self-Insured Fund
Workers' Compensation (Monthly Funding FY 21)*	1-Oct	\$1,460,000	\$520,000	\$20,000	\$2,000,000	12 Installments beginning 10/01/21 Participant in the COJ Self-Insured Fund
Automobile Liability (Outside State of Florida)	10-May	\$43,800	\$15,600	\$600	\$60,000	One Payment Due 05/10/22
Public Officials including D&O Liability	1-Oct	\$113,150	\$40,300	\$1,550	\$155,000	One Payment Due 10/01/22
Property Damage Insurance (Factory Mutual)	1-Oct	\$3,212,000	\$1,144,000	\$44,000	\$4,400,000	One Payment Due 10/01/22
Property Damage (T&D) (Lloyds of London)	1-Jan	\$3,650,000	\$1,300,000	\$50,000	\$5,000,000	One Payment Due 01/01/22
Excess Liability - \$30,000,000**	1-Mar	\$219,000	\$78,000	\$3,000	\$300,000	One Payment Due 03/01/22
Excess Liability - \$15,000,000**	1-Mar	\$64,240	\$22,880	\$880	\$88,000	One Payment Due 03/01/22
Fiduciary**	1-Mar	\$36,500	\$13,000	\$500	\$50,000	One Payment Due 03/01/22
Erisa Bond**	1-Mar	\$2,336	\$832	\$32	\$3,200	One Payment Due 03/01/22
Claims Handling Software	1-Feb	\$30,660	\$10,920	\$420	\$42,000	12 Installments beginning 03/01/22
<b>Insurance Brokerage Fees</b>	1-Jan	\$124,100	\$44,200	\$1,700	\$170,000	Payable on the 1st of the following months: October, 2021, January, April, July 2022
<b>Total:</b>		<b>\$10,780,786</b>	<b>\$3,839,732</b>	<b>\$147,682</b>	<b>\$14,768,200</b>	

\* The City of Jacksonville's calculation of this adjustment for the City's self-insured fund balance period ending 09/30/21 is not available until December 2021. This adjustment could result in a refund to JEA or an amount due the City. JEA does not budget for this annual adjustment.

\*\* Formally paid for by SJRPP



Insurance	Renewal Date	Electric	Water & Sewer	DES	Total	Cash Flow
General/Automobile Liability (Monthly Funding FY 21)*	1-Oct	\$1,971,000	\$702,000	\$27,000	\$2,700,000	12 Installments beginning 10/01/22 Participant in the COJ Self-Insured Fund
Workers' Compensation (Monthly Funding FY 21)*	1-Oct	\$1,606,000	\$572,000	\$22,000	\$2,200,000	12 Installments beginning 10/01/22 Participant in the COJ Self-Insured Fund
Automobile Liability (Outside State of Florida)	10-May	\$47,450	\$16,900	\$650	\$65,000	One Payment Due 05/10/23
Public Officials including D&O Liability	1-Oct	\$124,100	\$44,200	\$1,700	\$170,000	One Payment Due 10/01/23
Property Damage Insurance (Factory Mutual)	1-Oct	\$3,212,000	\$1,144,000	\$44,000	\$4,400,000	One Payment Due 10/01/23
Property Damage (T&D) (Lloyds of London)	1-Jan	\$4,015,000	\$1,430,000	\$55,000	\$5,500,000	One Payment Due 01/01/23
Excess Liability - \$30,000,000**	1-Mar	\$219,000	\$78,000	\$3,000	\$300,000	One Payment Due 03/01/23
Excess Liability - \$15,000,000**	1-Mar	\$64,240	\$22,880	\$880	\$88,000	One Payment Due 03/01/23
Fiduciary**	1-Mar	\$36,500	\$13,000	\$500	\$50,000	One Payment Due 03/01/23
Erisa Bond**	1-Mar	\$2,336	\$832	\$32	\$3,200	One Payment Due 03/01/23
Claims Handling Software	1-Feb	\$32,850	\$11,700	\$450	\$45,000	12 Installments beginning 03/01/23
<b>Insurance Brokerage Fees</b>	1-Jan	\$124,100	\$44,200	\$1,700	\$170,000	Payable on the 1st of the following months: October, 2022, January, April, July 2023
<b>Total:</b>		<b>\$11,454,576</b>	<b>\$4,079,712</b>	<b>\$156,912</b>	<b>\$15,691,200</b>	

\* The City of Jacksonville's calculation of this adjustment for the City's self-insured fund balance period ending 09/30/21 is not available until December 2021. This adjustment could result in a refund to JEA or an amount due the City. JEA does not budget for this annual adjustment.

\*\* Formally paid for by SJRPP





## Formal Bid and Award System

Award #7 December 10, 2020

**Type of Award Request:** PROPOSAL (RFP)  
**Request #:** 6697  
**Requestor Name:** West, Hugh G.  
**Requestor Phone:** (904) 665-4409  
**Project Title:** Construction Management-at-Risk (CMAR) Services for the Nassau Water Reclamation Facility (WRF) Upgrade Projects  
**Project Number:** 8004271  
**Project Location:** JEA  
**Funds:** Capital  
**Budget Estimate:** \$550,000.00 (Phase 1 Estimate)

### Scope of Work:

The scope of work to be performed under this solicitation consists of Construction Management-at-Risk services for the Nassau WRF Upgrade Projects. The upgrade projects include, but are not limited to, new common headworks, oxidation ditches, secondary clarifiers, UV disinfection upgrades, in plant pump stations, sludge holding tank, and new operations and maintenance buildings. These improvement projects are needed to update the treatment process at the Nassau WRF to meet current and future needs.

**JE A IFB/RFP/State/City/GSA#:** 001-20  
**Purchasing Agent:** Kruck, Daniel R.  
**Is this a Ratification?:** NO

### RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
THE HASKELL COMPANY	Bryan Bedell	bryan.bedell@haskell.com	111 Riverside Ave, Jacksonville FL 32202	(904) 791-4662	\$420,020.00

**Amount for entire term of Contract/PO:** \$420,020.00  
**Award Amount for remainder of this FY:** \$189,009.00  
**Length of Contract/PO Term:** Project Completion  
**Begin Date (mm/dd/yyyy):** 01/05/2021  
**End Date (mm/dd/yyyy):** Project Completion (Expected: July 2024)  
**JSEB Requirement:** Optional for Phase 1

### Comments on JSEB Requirements:

No JSEB participation in Phase 1. Contractor will meet JSEB goals during Phase 2.

**PROPOSERS:**

Name	Amount	Rank
THE HASKELL COMPANY	\$420,020.00	1
GARNEY COMPANIES, INC.	N/A	2
PCL CONSTRUCTION INC.	N/A	3
CLARK CONSTRUCTION GROUP, LLC	N/A	4
PC CONSTRUCTION COMPANY	N/A	5
MWH CONSTRUCTORS	N/A	6
ULLIMAN SCHUTTE/SAWCROSS INC.	N/A	7

**Background/Recommendations:**

Advertised on 10/10/2019. Eleven (11) prime companies attended the mandatory pre-proposal meeting held on 10/21/2019. At proposal opening on 11/19/2019, JEA received seven (7) Proposals. The public evaluation meeting was held on 12/30/2019 and JEA deemed The Haskell Company most qualified to perform the work. A copy of the evaluation matrix and negotiated fees are attached as backup.

Negotiations with The Haskell Company were successfully completed for Phase 1 of this project. Phase 1 consists of developing the project schedule, design and constructability reviews, developing work packages, value engineering and developing the Guaranteed Maximum Price (GMP). The total preconstruction costs are 0.76% of the estimated total construction costs, and the fee is deemed reasonable (typically 0.5% - 3% of total construction costs). If negotiations for the final GMP are not successful, JEA reserves the right not to proceed with construction with this contractor.

001-20 – Request approval to award a contract to The Haskell Company, for pre-construction services for the Construction Management-at-Risk (CMAR) Services for the Nassau Water Reclamation Facility (WRF) Upgrade Projects in the amount of \$420,020.00, subject to the availability of lawfully appropriated funds.

**Manager:** Collier, Bradley W. - Mgr Project Management

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

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

**APPROVALS:**

Heather Beard 12/10/2020

**Chairman, Awards Committee** **Date**

Sam A. Vitone 12/15/2020

**Budget Representative** **Date**

**001-20 Construction Management-at-Risk (CMAR) Services for the Nassau Water Reclamation Facility (WRF) Upgrade Project**

Vendor Rankings	Hugh West	Paul Yarger	Katie Templeton	George Porter	Σ Rank	Rank	Σ Scores	Final Rank
The Haskell Company	2	2	4	2	10	1	N/A	1
Garney Companies, Inc.	1	6	3	1	11	2	N/A	2
PCL Construction Inc.	4	3	5	3	15	3	288.20	3
Clark Construction Group, LLC	5	4	1	5	15	3	286.65	4
PC Construction Company	3	7	2	4	16	5	N/A	5
MWH Constructors	6	1	6	6	19	6	N/A	6
Ulliman Schutte/Sawcross Inc.	7	5	7	7	26	7	N/A	7

Hugh West	General Information (15 Points)	Key Staff Experience (25 Points)	Relevant Project Experience (25 Points)	Understanding of Scope of Work and Approach (35 Points)	Total	Rank
Clark Construction Group, LLC	10	20.86	17	24.5	72.36	5
Garney Companies, Inc.	12	21.71	21	26	80.71	1
The Haskell Company	13	21.43	18	27	79.43	2
MWH Constructors	11	17.71	16	26	70.71	6
PC Construction Company	11	22.14	16	27	76.14	3
PCL Construction Inc.	12	21.21	16.5	23.5	73.21	4
Ulliman Schutte/Sawcross Inc.	10	12	19	24.5	65.50	7

Paul Yarger	General Information (15 Points)	Key Staff Experience (25 Points)	Relevant Project Experience (25 Points)	Understanding of Scope of Work and Approach (35 Points)	Total	Rank
Clark Construction Group, LLC	11	21.29	17	23	72.29	4
Garney Companies, Inc.	12	21.71	18	20	71.71	6
The Haskell Company	12	21.86	22	22	77.86	2
MWH Constructors	11	21.86	24	25	81.86	1
PC Construction Company	10	20.71	18	21	69.71	7
PCL Construction Inc.	12	21.71	18	23	74.71	3
Ulliman Schutte/Sawcross Inc.	11	21.14	19	21	72.14	5

Katie Templeton	General Information (15 Points)	Key Staff Experience (25 Points)	Relevant Project Experience (25 Points)	Understanding of Scope of Work and Approach (35 Points)	Total	Rank
Clark Construction Group, LLC	9	21.14	21	22	73.14	1
Garney Companies, Inc.	14	18.29	19	20	71.29	3
The Haskell Company	10	21	20	19	70.00	4
MWH Constructors	11	15.43	15	23	64.43	6
PC Construction Company	10	22.43	18	22	72.43	2
PCL Construction Inc.	8	19.57	20	19	66.57	5
Ulliman Schutte/Sawcross Inc.	7	1	20	12	40.00	7

George Porter	General Information (15 Points)	Key Staff Experience (25 Points)	Relevant Project Experience (25 Points)	Understanding of Scope of Work and Approach (35 Points)	Total	Rank
Clark Construction Group, LLC	14	14.86	15	25	68.86	5
Garney Companies, Inc.	13	19	23	26	81.00	1
The Haskell Company	13	19.29	21	23	76.29	2
MWH Constructors	12	14.57	17	23	66.57	6
PC Construction Company	13	18.29	18	21	70.29	4
PCL Construction Inc.	14	17.71	19	23	73.71	3
Ulliman Schutte/Sawcross Inc.	12	2	19	19	52.00	7

Overall Averages	General Information (15 Points)	Key Staff Experience (25 Points)	Relevant Project Experience (25 Points)	Understanding of Scope of Work and Approach (35 Points)	Total
Clark Construction Group, LLC	11.00	19.54	17.50	23.63	71.66
Garney Companies, Inc.	12.75	20.18	20.25	23.00	76.18
The Haskell Company	12.00	20.90	20.25	22.75	75.90
MWH Constructors	11.25	17.39	18.00	24.25	70.89
PC Construction Company	11.00	20.89	17.50	22.75	72.14
PCL Construction Inc.	11.50	20.05	18.38	22.13	72.05
Ulliman Schutte/Sawcross Inc.	10.00	9.04	19.25	19.13	57.41



**001-20 Appendix A – Pre-Construction Scope of Services  
Construction Management-at-Risk (CMAR) Services for the Nassau Water  
Reclamation Facility (WRF) Upgrade Projects**

The Construction Manager (CMAR) will provide the following pre-construction phase services.

1. PRECONSTRUCTION PHASE SERVICES Preconstruction-phase services for the Nassau WRF project are based on Hazen & Sawyer’s “Path Forward” document dated September 16, 2020 and will include:

- a. Provide a Project Manager, all Key Personnel (as defined in section 1.7.3.2 of the RFP) and all other associated personnel necessary to fully meet the CM’s obligations for preconstruction services;
- b. Within 30 days of the notice to proceed the preconstruction phase, provide a construction management plan that includes approach to safety, quality, cost, schedule, project organization during both preconstruction and construction phases, packaging, and subcontractor management plan;
- c. Consult with JEA and the Design Engineer to confirm understanding on all aspects of the planning, design, and proposed construction, as well as drawings and specifications;
- d. Provide input as requested regarding information on material availability, recommendations on equipment and/or packaging to advance construction, and independent quantity calculations to verify quantities specified by Design Engineer;
- e. Provide list of additional details that would be needed to complete the project in the allotted time or to accelerate aspects of the work;
- f. Develop and deliver; Independent early opinion of probable cost estimate (RoM Class 5) at 10% schematic design, detailed construction cost estimates commensurate to plan development submittal(s) 30%,75%,100%, critical path method schedules and cash flow forecasts for final design;
- g. Provide monthly project planning and scheduling reports to optimize the sequencing of constructing the project;
- h. Identify long-lead equipment procurement needs and submit a report to JEA;
- i. Make recommendations to JEA regarding the division of the Work to facilitate bids and proposals for the major elements of the Work;
- j. Advise JEA regarding ways to gain efficiency in Project delivery;
- k. Provide complete, detailed, written Guaranteed Maximum Prices (GMP(s)), including line-item cost breakdowns with conditions, assumptions, and contingencies;
- l. Provide a Project risk management plan;
- m. (Not used.)
- n. (Not used.)
- o. (Not used.)
- p. (Not used.)
- q. Schedule all Project construction-related activities;
- r. Identify work that the Proposer intends to self-perform;
- s. Identify and recommend which work, if any, should be procured through value- based competitive selections, in lieu of low-bid selection;
- t. Participate in one Project kick-off meeting for preconstruction-phase services;
- u. Participate in up to one weekly meeting or workshop with the Design Engineer, JEA or others as needed;
- v. Provide value engineering input in order to develop cost savings and efficiencies to reduce the GMP;
- w. Identify opportunities to utilize the JEA's Direct Purchase Policy subject to Fla. Stat. Section 212.08(6).
- x. Act as a resource to JEA and the Design Engineer. The CMAR will be available to answer questions and assist with analyzing each option or idea that the team develops. Work with the 10%, 30%, 75% and 100% design documents to provide review input, budgets, schedules and the GMP.
  - i. 10%, 30%, 75% and 100% Design Review and Budget
    - 1) Review input - Perform a detailed review of the design documents. Tasks will include



CMAR: The CMAR will cooperate with JEA and Design Engineer and will provide the preconstruction phase services necessary to complete the scope of the Projects as specified in this RFP. CMAR responsibilities generally include:

- Managing Project schedules.
- Supervising CMAR personnel.
- Risk management and mitigation activities.
- Developing and implement quality-management (including quality control and quality assurance) procedures.

Design Engineer: The Design Engineer will prepare all design documents, work collaboratively with the JEA and the CMAR, and provide services during construction to ensure that the Projects as constructed conforms to the design intent, Project technical requirements, and JEA's objectives. The scope of services for the Design Engineer has been provided in Attachment F (Additional Project Background Documents) of the RFP.

**EXHIBIT C**  
**CMAR's PRICING FOR PRECONSTRUCTION SERVICES**

	
<b>JEA NASSAU-PRECON TEAM</b>	
<b>Position</b>	<b>Rate</b>
Director of Project Development	\$144.00
Director of Construction	\$144.00
Director of Preconstruction	\$144.00
Director of Design	\$125.00
Senior Estimator	\$119.00
Staff Estimator	\$78.00
Design Manager	\$125.00
Electrical Engineer	\$125.00
I & C Engineer	\$145.00
Engineer	\$66.00
Geotech Review	\$146.00
Business Diversity Coordinator	\$60.00
Project Quality Control Manager	\$146.00
Scheduling Manager	\$130.00
Project Controls Specialist	\$65.00
Project Administration	\$75.00

**Assumptions and Clarifications**

- Haskell has assumed the overall scope of work for the Nassau WRF to be the project described by Hazen & Sawyer's "Path Forward" document dated September 16, 2020.
- A single GMP effort for the project overall has been assumed, with the possibility of GMP's for early work and/or long lead equipment purchase packages.
- In accordance with the Contract, Construction Manager shall invoice for Preconstruction Services monthly on a time and materials basis subject to the cap set forth in the Contract. Invoices shall follow the format utilized by the JEA Greenland Water Reclamation Facility Project, JEA PO Number 185310.
- Annual 3% escalation (March of each year) to be applied to all included hourly rates.
- The following are excluded from Preconstruction Phase Services:
  - Site survey
  - Geotech investigation
  - Existing utility location
  - Permit costs and application fees





## Formal Bid and Award System

Award #8      December 10, 2020

**Type of Award Request:** INVITATION FOR BID (IFB)  
**Request #:** 31  
**Requestor Name:** Tanner, Steve C. – Communications Analyst, Sr.  
**Requestor Phone:** (904) 665-7953  
**Project Title:** Fabrication and Shipping of Baymeadows Substation Communication Tower  
**Project Number:** 8006709  
**Project Location:** JEA  
**Funds:** Capital  
**Budget Estimate:** \$375,000.00

**Scope of Work:**

JEA solicited bids for the fabrication, and shipping of Baymeadows substation self – supporting communication tower located at 10357 Deerwood Club Rd. Jacksonville, FL 32256. The communication tower will provide a more robust infrastructure required to meet the existing communication needs for JEA, which includes JEA SCADA Distribution Automation, JEA SCADA Wastewater Lift Station, and Automated Meter Reading (AMR). It will also provide the means for JEA to grow its wireless network to support other possible technologies, such as Internet of Things (IoT), and other wireless devices currently not monitored by the SCADA systems. This self-support structure shall be designed to withstand a 165 MPH 3-Second Gust basic wind speed, and meet the requirements specified in the current and most up to date Florida Building Code.

**JEA IFB/RFP/State/City/GSA#:** 1410207446  
**Purchasing Agent:** Dambrose, Nick  
**Is this a ratification?:** NO

**RECOMMENDED AWARDEE(S):**

Name	Contact Name	Email	Address	Phone	Amount
SABRE CORPORATION	Josh Schlessner	jdschlessner@sabreindustries.com	7101 Southbridge Dr. Sioux City, Iowa 51111	(712) 224-1682	\$332,492.00

**Amount for entire term of Contract/PO:** \$332,492.00  
**Award Amount for remainder of this FY:** \$332,492.00  
**Length of Contract/PO Term:** Project Completion  
**Begin Date (mm/dd/yyyy):** 12/15/2020  
**End Date (mm/dd/yyyy):** Project Completion  
**Renewal Options:** None  
**JSEB Requirement:** JSEB opportunities were reviewed and none were available.

**RESPONDENTS:**

Name	Bid Amount	Rank
SABRE CORPORATION	\$332,492.00	1

**Background/Recommendations:**

Advertised on 11/10/2020. At response opening on 11/24/2020, JEA received one (1) Response. JEA procurement identified two additional suppliers that declined to participate because the build is beyond their current capabilities. Ft. Worth Tower and additional suppliers were contacted to identify reasons for low participation but no additional reasons were provided. Sabre Industries is deemed the lowest responsive and responsible Bidder. A copy of the Bid Workbook are attached as backup.

This request is for the purchase of a new self – supporting communication tower which will provide JEA a major enhancement in the wireless coverage for this area. JEA has some sporadic communication issues in this area, but primarily needs to plan for the ever-growing expansion of the JEA Wireless Network needs. This purchase also allows JEA’s Wireless Carriers the ability to upgrade the systems that are currently installed on the existing 150’ Step-Tapered Monopole. The existing monopole has reached it design limits, and offers no further additional loading, to be added. Note, JEA recieves revenues from all carriers that are currently on the existing communications tower; there are four carriers present at this time. The 2020 revenue for this site is \$166,241.00. The communication tower shall be fabricated offsite and shipped to 10357 Deerwood Club Rd for final installation. This contract includes a two (2) year warranty for all work performed. The installation shall be competitively bid and awarded separately.

The award amount is approximately 11.5% lower than the estimate. The estimate was based on industry information for a similar structure, and from previous bids received by JEA.

1410207446 – Request approval to award a one-time purchase contract to Sabre Corporation for the fabrication and shipping of Baymeadows Substation Tower in the amount of \$332,492.00, subject to the availability of lawfully appropriated funds.

- Manager:** Rager, Greg D. – Mgr Technology Project Mgmt
- Director:** Traylor, Kymberly A. - Dir Network & Telecommunication Services
- VP:** Datz, Stephen H - Interim Chief Information Officer

**APPROVALS:**

Heather Beard 12/10/2020

**Chairman, Awards Committee** **Date**

Kym A Traylor 12/15/2020

**Budget Representative** **Date**



November 18, 2020

JEA  
21 WEST CHURCH ST SUITE 103  
JACKSONVILLE, FL 32202

Attn: Steve Tanner  
(904) 665-7953

Dear Steve:

Per your recent request, please find following our revised quotation for a 300' Sabre Model S3TL self-supporting tower.

If you have any questions or require further information, please feel free to contact me at (800) 369-6690, ext. 11682.

Sincerely,  
**SABRE INDUSTRIES**

A handwritten signature in black ink, appearing to read "Josh Schlessor", is written over a light blue horizontal line.

Josh Schlessor  
Southeast Sales Manager

Enclosure: Per Above

JDS: rr

**PROPOSAL**

Prepared for: JEA  
21 WEST CHURCH ST SUITE 103  
JACKSONVILLE, FL 32202  
Attn: Steve Tanner

Proposal No.: 21-0959-JDS-R1 Option II  
Date: 11/18/20 Page 1 of 4  
Reference: 300' S3TL/Baymeadows Substation, FL  
Freight: Origin

**SABRE MODEL S3T-L SELF-SUPPORTING TOWER**

Quantity of one (1) 300' Sabre Model S3TL self-supporting tower.

The tower will be triangular in design with a base width of 35' - 0" tapering to 5' - 0" at the top. The tower will utilize tubular steel for tower legs and angular steel for bracing.

*See the tower profile included in this proposal for the design parameters.*

The tower will be designed to support the following equipment:

	ANTENNA MODEL NUMBER (QTY)	RADOME		ELEVATION C.O.R.	TX. LINE SIZE & TYPE	FREQUENCY	AZIMUTH TO NORTH	ANTENNA MOUNT (DESIGN)	MOUNT PROVIDED	
		YES	NO						YES	NO
1	(1) DB812KE-XT Decibel Antenna		X	300' At Base	(1) 1 5/8"	N/A	Unknown	Three (3) 14' V-Boom Sector Mounts with 3' Standoff	X	
2	(1) DB809KE-XT Decibel Antenna		X	300' At Base	(1) 1 5/8"	N/A	Unknown	Same as above	X	
3	(3) DB589-Y Decibel Antennas		X	300' At Base	(3) 1 5/8"	N/A	Unknown	Same as above	X	
4	(12) WBV065X18Fx00 Antennas		X	300'	(12) 1 5/8"	N/A	Unknown	Same as above	X	
5	(1) 2' Solid Dish		X	300'	(1) 1 5/8"	5.8 GHz	0°	One (1) 4-1/2" O.D. Leg-type Dish Mount		X
6	(1) 30,000 sq. in. antenna loading (below top)		X	290'	(12) 1 5/8"	N/A	Unknown	Mount Included in Loading		X
7	(1) 25,000 sq. in. antenna loading (below top)		X	280'	(12) 1 5/8"	N/A	Unknown	Mount Included in Loading		X
8	(1) 20,000 sq.in. antenna loading (below top)		X	270'	(12) 1 5/8"	N/A	Unknown	Mount Included in Loading		X
9	(1) 20,000 sq.in. antenna loading (below top)		X	260'	(24) 1 5/8"	N/A	Unknown	Mount Included in Loading		X
10	(2) HP8-5.9		X	250'	(2) EW52	5.9 GHz	0°, 180°	Two (2) 4-1/2" O.D. Leg-type Dish Mounts		X
11	(2) HP8-5.9		X	240'	(2) EW52	5.9 GHz	0°, 180°	Two (2) 4-1/2" O.D. Leg-type Dish Mounts		X
12	(4) Laird FG9023		X	100'	(4) 7/8"	N/A	Unknown	Special 20' Pipe Mount w/ Stand-Offs	X	



**PROPOSAL**

Prepared for: JEA  
 21 WEST CHURCH ST SUITE 103  
 JACKSONVILLE, FL 32202  
 Attn: Steve Tanner

Proposal No.: 21-0959-JDS-R1 Option II  
 Date: 11/18/20 Page 2 of 4  
 Reference: 300' S3TL/Baymeadows Substation, FL  
 Freight: Origin

**ITEM I TOWER MATERIALS..... \$314,169.00**

Materials to be provided include:

- Complete tower steel and hardware (Buy American Complete Structure)
- Anchor bolts and templates
- Leg-to-Leg templates
- Construction step bolts (see notes)
- Outside climbing ladder
- Three (3) waveguide support ladders-full height
- Three (3) 14' V-Boom sector mounts with 3' standoffs and (6) tiebacks at the 300' elevation
- One (1) special 20' pipe mount with stand-offs at the 100' elevation
- Required lighting mounts
- Safety cable kit without harness (300')
- One (1) 2-7/8" x 15' lightning rod extension
- TIA standard grounding kit
- One (1) 10' x 3/4" lightning rod copper clad and stiffener
- One (1) Flash (E1) Dual LED Vanguard II (Avian Compliant) - FTS 370d - Lighting System 200'-350' SMART + WiFi (C30047006) designed in accordance with FAA and FCC specifications.
- One (1) grip strut grating (2 x 10 14 GA x 2" x 24" x 10'-0")
- Three (3) waveguide bridges 4-leg 2' x 10' (18' direct burial) with nine (9) 3 level trapeze kits
- P.E. certified tower profile and foundation drawings
- Final erection drawings

**TOWER FREIGHT TO DUVAL COUNTY, FLORIDA.....\$ 17,083.00**

**ANCHOR BOLT FREIGHT TO DUVAL COUNTY, FLORIDA.....\$ 1,240.00**

*\*The above pricing is for one (1) set of anchor bolts and templates, and one (1) leg-to-leg template to be shipped together in one (1) shipment to the same destination at the same time.*

**NOTES: Terms will be reviewed upon receipt of order.**

**Wind induced vibrations, such as vortex shedding and harmonic oscillation/resonance, of structures of all types due to unpredictable interaction with wind and surrounding structures, exposure and terrain rarely occur. The owner's maintenance program should include observations for vibration and any resulting loosening of connecting hardware or damage to the structure. The Sabre warranty specifically excludes failure due to fatigue or similar phenomena as a result of the aforementioned behavior.**

The permit package includes a profile drawing of the structure with member sizes; anchor bolt details; descriptive notes; structural calculations; a table of supported antennas, mounts and feedlines; and a foundation sketch and calculations (if applicable).

This quotation is based on ANSI/TIA-222-G and Customer provided specifications. Any information not provided by ANSI/TIA-222-G or the Customer has not been considered.

This quotation is based on ANSI/TIA-222-H and Customer provided specifications. Any information not provided by ANSI/TIA-222-H or the Customer has not been considered.



## PROPOSAL

Prepared for: JEA  
21 WEST CHURCH ST SUITE 103  
JACKSONVILLE, FL 32202  
Attn: Steve Tanner

Proposal No.: 21-0959-JDS-R1 Option II  
Date: 11/18/20 Page 3 of 4  
Reference: 300' S3TL/Baymeadows Substation, FL  
Freight: Origin

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Foundation and anchor bolt designs are based strictly on ANSI/TIA-222-G. Any additional requirements may result in increased foundation size and price.

Foundation and anchor bolt designs are based strictly on ANSI/TIA-222-H. Any additional requirements may result in increased foundation size and price.

**Dimensional information is preliminary only; it may change based on final engineering.**

All Sabre mounts are quoted with support pipes of appropriate length for most applications if not otherwise specified. If different support pipe lengths are required at the time of the order, additional costs may be incurred.

Cable type safety climbing device provided does not include harness.

Freight charges quoted are for provided materials only. Additional freight charges may be incurred with the order of additional items.

All antennas, transmission lines, jumpers, ground kits, hangers, and hardware are to be provided and installed by others.

All tower materials will be hot dip galvanized as outlined in ASTM A-123.

Construction step bolts have been quoted to the 260' elevation on all three legs for safety and ease of construction. Step bolts should not be used for climbing without the use of a safety climbing device or fall protection equipment.

This proposal does not include any sales, use, excise, contractors or any other taxes not specifically detailed in this proposal.

If a Customer requests to pick up a tower, a \$300.00 per truck charge may apply for dunnage and loading.

Storage charges of \$350.00 per month may apply starting sixty (60) days after original scheduled ship date.

**Due to material price fluctuations, Sabre reserves the right to review all material pricing prior to accepting any order. Any structure order placed on hold is subject to a price review at the time of its release from hold status.**

**Due to freight price fluctuations, Sabre reserves the right to review all freight pricing prior to accepting any order.**

The lighting system quoted assumes that there will be an unobstructed view of the beacons in all directions. It is the Customer's responsibility to ensure that the lighting kit quoted meets all Federal, State, and Local ordinances for tower height and lighting type.



**PROPOSAL**

Prepared for: JEA  
21 WEST CHURCH ST SUITE 103  
JACKSONVILLE, FL 32202  
Attn: Steve Tanner

Proposal No.: 21-0959-JDS-R1 Option II  
Date: 11/18/20 Page 4 of 4  
Reference: 300' S3TL/Baymeadows Substation, FL  
Freight: Origin

**Title, ownership, risk of loss, risk of material obsolescence and risk of material market value decline shall pass to the Customer upon invoicing or shipment to Customer, whichever occurs earlier in time.**

*Delivery will be contingent upon backlog at the time of order.*

This proposal is based on the terms and conditions proposed above including the attached standard terms and conditions and is subject to our review and final acceptance of your order. No other terms are valid unless signed by an authorized officer of Sabre Industries.

Submitted By: Sabre Industries

Josh Schlessner  
Southeast Sales Manager

Acceptance of Customer:

Please enter our order for the above items in accordance with this proposal.

Signature \_\_\_\_\_

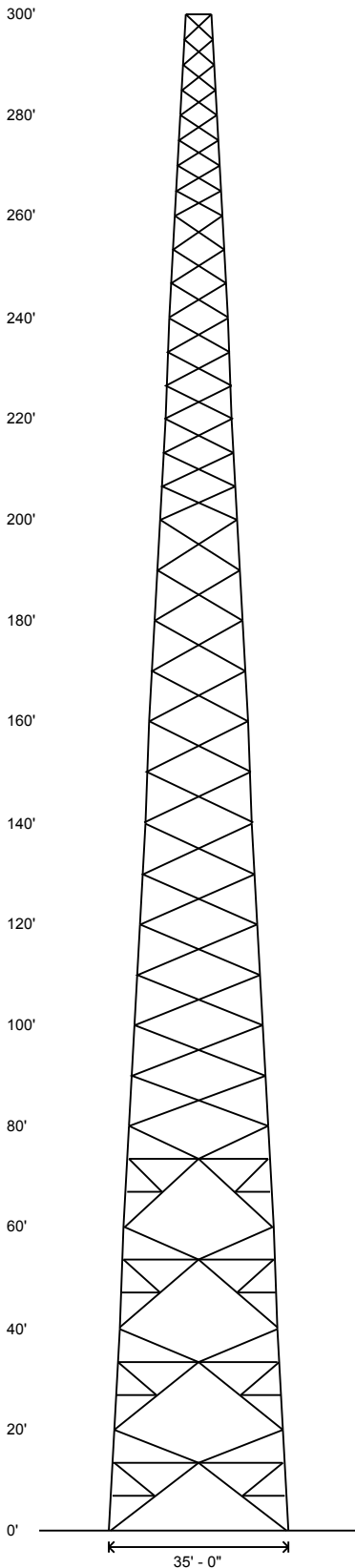
Name (print) \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

Purchase Order No. \_\_\_\_\_

SIZES ARE PRELIMINARY AND MAY CHANGE UPON FINAL DESIGN

Legs	24.00 OD X .500	A	20.00 OD X .500	B	16.00 OD X .500	C	D	E	F	G	
Diagonals	L 6 X 6 X 3/8		L 5 X 5 X 3/8		L 4 X 4 X 3/8		L 4 X 4 X 3/8		L 4 X 4 X 3/8		
Horizontals	N	O	N	O	H	O	P	NONE			
Internals	Q	O	R	O	Q	O	J	NONE			
Sub-Diagonals	S	O	R	O	T	O	T	NONE			
Sub-Horizontals	P	O	J	O	J	O	J	NONE			
Brace Bolts	(2) 7/8"		(2) 7/8"		(2) 3/4"		(2) 5/8"		(1) 5/8"		
Top Face Width	33'	31'	29'	27'	25'	23'	21'	19'	17'	15'	
Panel Count/Height	U	V	U	V	U	V	U	V	U	V	
Section Weight	16543	15909	14792	14125	13199	11421	10396	9429	8690	7429	
										9 @ 6.6667'	
										6764	
										5642	
										3450	
										2336	
										8 @ 5'	
										1210	



**Design Criteria - ANSI/TIA-222-G**

ASCE 7-16 Ultimate Wind Speed (No Ice)	165 mph
Wind Speed (Ice)	30 mph
Design Ice Thickness	0.25 in
Structure Class	III
Risk Category	III
Exposure Category	C
Topographic Category	1

**Design Criteria - ANSI/TIA-222-H**

Wind Speed (No Ice)	165 mph
Wind Speed (Ice)	30 mph
Design Ice Thickness	0.25 in
Risk Category	III
Exposure Category	C
Topographic Factor Procedure	Method 1 (Simplified)
Topographic Category	1
Ground Elevation	149 ft

**Base Reactions - ANSI/TIA-222-G**

Total Foundation		Individual Footing	
Shear (kips)	290.18	Shear (kips)	171.34
Axial (kips)	197.89	Compression (kips)	1663
Moment (ft-kips)	48394	Uplift (kips)	1483
Torsion (ft-kips)	230.93		

**Base Reactions - ANSI/TIA-222-H**

Total Foundation		Individual Footing	
Shear (kips)	301.38	Shear (kips)	177.8
Axial (kips)	197.89	Compression (kips)	1723
Moment (ft-kips)	50240	Uplift (kips)	1541
Torsion (ft-kips)	240		

**Notes**

- 1) All legs are A500 (50 ksi Min. Yield).
- 2) All braces are A572 Grade 50.
- 3) All brace bolts are A325-X.
- 4) The tower model is S3TL Series HD1.
- 5) Transmission lines are to be attached to 15 hole waveguide ladders with stackable hangers.
- 6) Azimuths are relative (not based on true north).
- 7) Foundation loads shown are maximums.
- 8) (12) 2" dia. x 99"-long F1554 grade 105 anchor bolts per leg.
- 9) All unequal angles are oriented with the short leg vertical.
- 10) Weights shown are estimates. Final weights may vary.

**Sabre Industries**  
 7101 Southbridge Drive  
 P.O. Box 658  
 Sioux City, IA 51102-0658  
 Phone: (712) 258-6690  
 Fax: (712) 279-0814

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Quote:	<b>21-0959-JDS-R1 Opt. 2</b>		
Customer:	JEA		
Site Name:	Baymeadows Substation, FL		
Description:	300' S3TL		
Date:	11/18/2020	By:	RKR
			Page: 1



### Designed Appurtenance Loading


Elev	Description	Tx-Line
312.22	(1) DB812KE-XT	
306.09	(1) DB809KE-XT	
305	Lights, Lightning Rod & Extension	
305	(1) Extendible Lightning Rod	
304.59	(3) DB589-Y	
300	3V-Boom - 14ft Face - 3ft Standoff	
300	Leg Dish Mount	
300	(1) 2' Solid Dish	(1) 1 5/8"
300	(12) WBV065X18Fx00	(17) 1 5/8"

Elev	Description	Tx-Line
290	(1) 30,000 sq. in. antenna loading (below top)	(12) 1 5/8"
280	(1) 25,000 sq. in. antenna loading (below top)	(12) 1 5/8"
270	(1) 20,000 sq.in. antenna loading (below top)	(12) 1 5/8"
260	(1) 20,000 sq.in. antenna loading (below top)	(24) 1 5/8"
250	(2) Leg Dish Mount	
250	(2) HP8-5.9	(2) EW52
240	(2) Leg Dish Mount	
240	(2) HP8-5.9	(2) EW52
100	(4) Laird FG9023 & Special 20' Pipe Mount w/ Stand-Offs	(4) 7/8"

### Material List

Display	Value
A	22.00 OD X .500
B	18.00 OD X .500
C	10.75 OD X .500
D	8.625 OD X .500
E	5.563 OD X .500
F	4.500 OD X .337
G	2.875 OD X .276
H	L 5 X 5 X 5/16
I	L 4 X 3 1/2 X 5/16 (SLV)
J	L 3 1/2 X 3 1/2 X 3/8
K	L 3 X 3 X 5/16

Display	Value
L	L 2 1/2 X 2 1/2 X 5/16
M	L 2 X 2 X 3/16
N	L 5 X 5 X 3/8
O	NONE
P	L 4 X 4 X 1/2
Q	L 3 1/2 X 3 1/2 X 1/4
R	L 3 1/2 X 3 1/2 X 5/16
S	L 4 X 3 1/2 X 1/4 (SLV)
T	L 3 1/2 X 3 X 3/8 (SLV)
U	1 @ 13.333'
V	1 @ 6.667'

 <p><b>Sabre Industries</b>                  7101 Southbridge Drive                  P.O. Box 658                  Sioux City, IA 51102-0658                  Phone: (712) 258-6690                  Fax: (712) 279-0814</p> <p><small>Information contained herein is the sole property of Sabre Communications Corporation, constitutes a trade secret as defined by Iowa Code Ch. 550 and shall not be reproduced, copied or used in whole or part for any purpose whatsoever without the prior written consent of Sabre Communications Corporation.</small></p>	Quote: <b>21-0959-JDS-R1 Opt. 2</b>	
	Customer: JEA	
	Site Name: Baymeadows Substation, FL	
	Description: 300' S3TL	
	Date: 11/18/2020 By: RKR Page: 2	

**SABRE COMMUNICATIONS CORPORATION  
TOWERS, ACCESSORIES AND MODIFICATION MATERIALS  
STANDARD TERMS AND CONDITIONS**

1. **OVERVIEW:** The written offer to the customer named ("**Customer**") in the written proposal ("**Proposal**") by Sabre Communications Corporation ("**Sabre**") that describes the products ("**Products**") and/or Services ("**Services**") to be provided by Sabre, the prices for the same, the anticipated delivery or commencement date and such additional information as may be included in the Proposal are made subject exclusively to these standard terms and conditions ("**Standard Terms and Conditions**") stated herein and are valid for acceptance by Customer in writing within thirty (30) days of the date of the Proposal. All prices and clerical errors are subject to change and/or correction without notice. The Products to be furnished and/or Services to be accomplished as a result of the Proposal are limited strictly to the Products and/or Services outlined in the Proposal. **CUSTOMER'S SUBMISSION OF A PURCHASE ORDER OR OTHER SIMILAR DOCUMENT IN RESPONSE TO THE PROPOSAL IS CONCLUSIVE ASSENT TO AND ACCEPTANCE OF THESE STANDARD TERMS AND CONDITIONS UNLESS SPECIFIC TERMS ARE OBJECTED TO IN WRITING BY CUSTOMER AND ACCEPTED IN WRITING BY SABRE.** The provisions of the Proposal and these Standard Terms and Conditions shall constitute the entire contract and agreement between Customer and Sabre ("**Agreement**"). Acceptance of this bid through a purchase order or otherwise is limited to the terms and conditions stated herein unless both parties expressly agree otherwise in a writing signed by both parties.

2. **PAYMENT:** If Sabre extends credit to Customer, payment is due net thirty (30) days from the date of the invoice. Invoices for towers shall be issued upon the completion of fabrication regardless of whether Products have been shipped. Unless Customer shall have provided Sabre with a valid and effective tax exemption certificate or satisfactory evidence of the same, all federal, state and local taxes (other than those based upon Sabre's net income) imposed upon the Products or Services performed hereunder shall be paid by Customer. Time is of the essence with respect to payments to Sabre. Past due amounts are subject to an interest charge of the lower of one and one-half per cent (1-1/2%) per month or the highest rate permitted by law plus all reasonable fees and expenses of collection. Payment to Sabre is not contingent upon Customer having received payment from any other party.

3. **DELIVERY:** All Products are delivered F.O.B. Sabre's facility upon completion of fabrication. Title, ownership, risk of loss, risk of material obsolescence as well as risk of material market value decline shall pass to the Customer upon invoicing or shipment to Customer, whichever occurs earlier in time; provided, however, as an accommodation to the Customer, Sabre will maintain insurance coverage against the risk of loss for property damage on all material awaiting shipment.

4. **SHIPMENT:** Off-loading at point of destination not included unless specifically stated otherwise in the Proposal. Sabre will ship Products by common carrier. The carrier (through its driver) shall determine whether the site is accessible for its equipment. If the carrier determines that it is impractical to reach the site without injury/damage to the load, truck, or driver, the Customer will be responsible for finding an alternative site for unloading. No costs shall be incurred by Sabre as a result of the carrier's determination that access to the site is impractical. Customer must make careful inspection of Products when received. Customer must note on the bill of lading any claim that the shipment is not complete or that the Products are warped, bent, scraped, dented, or damaged in any other way, or not in all respects in proper condition prior to off-loading and shall make all claims pertaining to the shipment to Sabre in writing within forty-eight (48) hours of receipt of the Products or Sabre shall have no responsibility with respect to the shipment and such claims will be declined. In addition to the freight charges agreed to by the parties in the Proposal, additional freight charges may be assessed as follows: (i) Customer will have two (2) hours from the scheduled arrival time to unload the shipment, however, if the carrier is delayed more than the free time allowed, an additional rate per hour or maximum charge per day may apply; (ii) if the Customer requests the carrier to hold a delivery overnight to accommodate unloading, layover charges may be incurred in addition to any other unloading delays; (iii) if a load is diverted to a new location by the Customer, a new point-to-point rate will be established as well as additional mileage fees, if required; and/or (iv) if the Customer cancels a shipment on the same day the shipment was scheduled to leave Sabre's facility and the truck has been dispatched to load, a "truck not used" fee may be applied in addition to charges for material handling, however, if notice to cancel the shipment is given not less than one (1) business day prior to the scheduled departure date, no additional fees will apply.

5. **STORAGE:** If Customer declines to accept shipment of the Products immediately upon completion of fabrication, Sabre may agree to store the Products at its facility at Sabre's standard daily storage rate or Sabre may arrange for storage at another location at the expense of Customer.

6. **CHANGE ORDERS:** Customer shall notify Sabre in writing of any requested change(s) to an existing purchase order and Sabre will prepare and submit to Customer a change order incorporating the changes Sabre will agree to and any change in the price(s) associated with said changes (the "**Change Order**"). If Customer agrees in writing to the changes, Customer will sign and return the Change Order. If additional payments are due Sabre as a result of the changes, Sabre will invoice Customer for such changes.

7. **TOWER MODIFICATION PRODUCTS AND/OR SERVICES:** If the Proposal is for tower modification Products, Sabre will not participate to any extent in the physical modification of any existing communication tower structure unless specifically stated in the Proposal. Sabre's sole responsibility shall be the design, drafting, engineering and fabrication of the Products needed for modification of the existing communication tower.

8. **PRODUCT RETURNS:** Prior written authorization from Sabre is required for all returned Products which Sabre may decline in its sole discretion. Requests for return authorization must be received by Sabre within thirty (30) days of original shipment. When a Product return is authorized by Sabre, it must be received within fifteen (15) days of the date the return material authorization number ("**RMA**") is issued by Sabre, bear the RMA number, be shipped freight prepaid to a destination of Sabre's choice, and be in new and unused condition. All returned Products are subject to a restocking charge of 25% of the purchase price unless the Products are returned due to a defect, in which case, no restocking charge shall apply. Unsalable Products returned to Sabre will be scrapped and no credit will be given.

9. **DELAYS:** Sabre shall not be liable for any delay or failure to perform its obligations due to any cause beyond its reasonable control, including, without limitation, lack of cooperation or assistance by Customer, labor difficulties, fire, accident, act of the public enemy, war, public disturbances, sabotage, transportation delay, shortage of raw material, energy, or machinery, or act of God, government or the judiciary or any disruption caused by a third party that materially impairs Sabre's performance hereunder.

10. **EXCLUSIVE WARRANTIES AND REMEDIES:** Sabre's exclusive limited warranty relating to the Products is that the Products will comply with the applicable Product specifications in the Proposal in all material respects and will be free of material defects in materials and workmanship when delivered. The warranty period is for one (1) year from the earlier of the date of Sabre's invoice or shipment of Products to Customer. Sabre reserves the right to change or modify the design or construction of any of its Products and to substitute material equal to or superior to that originally specified. In the event Sabre determines that the Products do not conform with this warranty, Customer's exclusive remedy shall be, at Sabre's option and expense: (i) Sabre shall correct any material defect; (ii) Sabre shall furnish a replacement Product and shall be responsible for labor costs involved in the reinstallation of such Product only if Sabre installed the Product; or (iii) Sabre shall refund the price paid to Sabre for the Product provided that Customer agrees to return the Product (freight prepaid by Sabre) within thirty (30) days of the discovery of the discrepancy during the warranty period. With respect

to Services, Sabre's exclusive limited warranty is that the Services shall be performed in a workmanlike fashion. In the event Sabre breaches this warranty, Customer's exclusive remedy shall be, at Sabre's option and expense: (i) Sabre shall correct such Services within thirty (30) days of the performance of the Services; or (ii) Sabre shall refund the price paid for the applicable portion of the Services. Sabre does not make any warranty as to any services, materials or goods furnished by third parties (e.g., light kits); however, Sabre will assign to Customer any rights it has against such third parties. These warranties shall be effective only if the Products are installed and maintained in accordance with Sabre's recommendations and specifications and that Customer, during the warranty period, shall regularly (not less than semi-annually) inspect and properly maintain the Products.

**THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND OF ANY OTHER TYPE, WHETHER EXPRESS OR IMPLIED. IT SHALL BE THE CUSTOMER'S SOLE RESPONSIBILITY TO VERIFY THAT THE PRODUCTS MEET THE SUITABILITY AND USABILITY REQUIREMENTS OF THE INTENDED APPLICATION OF CUSTOMER.**

11. **LIMITATION OF LIABILITY: IN NO EVENT SHALL SABRE BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUE OR DOWNTIME, EVEN IF SABRE HAS BEEN ADVISED OF THE POSSIBILITY OF THE FOREGOING. IN NO EVENT SHALL SABRE'S LIABILITY ON ANY CLAIMS FOR DAMAGES ARISING OUT OF OR CONNECTED WITH THE PRODUCTS AND/OR SERVICES OR OTHERWISE EXCEED THE LESSER OF CUSTOMER'S DIRECT DAMAGES OR THE PRICE PAID BY CUSTOMER FOR THE PRODUCTS AND/OR SERVICES.**

12. **CUSTOMER PRODUCT SELECTION AND USE RESPONSIBILITIES:** Customer represents and warrants to Sabre that Customer possesses all necessary expertise to properly select, install and/or use the Products or that Customer has secured the services of a competent professional with respect to the foregoing and acknowledges that the Proposal is based upon the design, information and specifications provided by the Customer being complete, correct, and accurate. Customer agrees to be responsible for all claims, losses, expenses, fines, penalties, damages, demands, judgments, actions, causes of action, suits and liability caused by Customer's improper selection, use, installation or dealings with the Products or the failure of the design, information and specifications provided by the Customer to be complete, correct, and accurate. Customer shall specify any specific design parameters required to conform to local, state or federal requirements which may affect the price in the Proposal prior to Sabre accepting an order from Customer. Plot plans with tower orientation and antenna mounting elevations and azimuths shall be provided by Customer with the Purchase Order.

13. **INDEMNIFICATION:** To the fullest extent allowed by law, each party will indemnify, defend and hold the other party and its respective parents, subsidiaries, affiliates, directors, officers, partners, stockholders, associates, employees and agents (collectively, "**Indemnitees**") harmless from and against all claims, losses, expenses, fines, penalties, damages, demands, judgments, actions, causes of action, suits and liability claimed by a third party for personal injury, death or damage to tangible property (collectively, "**Liabilities**") proximately caused by the party from which indemnification is sought ("**Indemnitor**") provided the Indemnitees give the Indemnitor prompt written notice of any of the foregoing and provide full cooperation and assistance to the Indemnitor in the investigation and defense of such claim and grants the Indemnitor exclusive control of the defense and settlement thereof. No indemnification will be requested by or provided to a party whose actions are a contributing cause, in whole or in part, to the Liabilities.

14. **CONFIDENTIALITY:** The parties agree that if either party provides the other party with non-public written documentation which the disclosing party wants treated as being confidential, the disclosing party will clearly mark the documentation with a legend stating that the documentation is considered confidential by the disclosing party. The recipient will use at least the same effort to avoid disclosure of the confidential documentation as the recipient uses with respect to the recipient's confidential documentation but in no event less than due care. Notwithstanding the foregoing, the recipient shall not be required to protect or hold in confidence any information in the confidential documentation which was or is: (a) part of the public domain, (b) known to the recipient prior to the disclosure to the recipient, (c) disclosed to a third-party by the disclosing party without a written obligation of confidence; (d) rightly received by the recipient from a third party; or (e) independently developed by the recipient without access to the confidential documentation.

15. **INFRINGEMENT:** Sabre's exclusive warranty regarding infringement is that for one (1) year from the earlier of the date of Sabre's invoice or shipment of Products to Customer, the Products created by Sabre or the Services or any works created as a result of the Services solely in accordance with Sabre's plans, drawings, specifications or instructions, will not infringe any United States patent, copyright or trade secret. Sabre agrees to defend Customer against a lawsuit and pay all damages, costs and reasonable attorney's fees finally awarded against Customer resulting from any claim that any Products created by Sabre or the Services performed by Sabre or the works created as a result of the Services infringe any of the foregoing provided that Customer: (a) gives Sabre prompt written notice of any claim; (b) provides reasonable cooperation to Sabre in the investigation and defense of such claim; and (c) grants Sabre exclusive control of the defense and settlement thereof. In the event of any such infringement, Sabre shall, at its option and expense, either (i) replace or modify the Products or the works created as a result of the Services so that they become non-infringing, or (ii) accept return of the Products and refund an amount equal to Customer's depreciated value of the returned Products or works found to be infringing. Sabre shall have no liability for infringements caused in whole or in part by Customer, third parties not hired by Sabre or alterations or combinations not reviewed and approved in writing in advance by Sabre or that are not performed or provided by Sabre. The foregoing constitutes the exclusive warranty of Sabre and exclusive remedy of Customer with respect to any claim or action for infringement. Customer may fully participate in the defense and/or settlement or compromise of any claim of infringement at Customer's expense. Customer shall provide Sabre with the same warranty and defense of claims of infringement with regard to Products created by Sabre in compliance with Customer's plans, drawings, specification or instructions. Sabre does not warrant against infringement any materials or goods furnished by third parties (e.g., light kits); however, Sabre will assign to Customer any rights it has against such third parties.

16. **SABRE'S DRAWINGS & MATERIALS:** Title to all drawings, specifications, brochures, reprints, copies, copies of copies or any other data furnished to Customer are copyrighted by Sabre and title thereto shall remain with Sabre. Customer shall not reproduce, copy or disclose such information in whole or in part for any purpose without prior written permission from Sabre.

17. **LIGHTING REQUIREMENTS:** Customer agrees to comply with the latest standards set forth by the Federal Aviation Administration, the Federal Communications Commission, and any other local, state or federal regulations or ordinances for tower erection and lighting. Customer confirms that the lighting kit ordered for installation on the tower conforms to all such standards and indemnifies Sabre for any loss or expense, including attorney fees, for noncompliance or nonconformance with such standards. It shall be the Customer's responsibility to provide adequate electrical supply at the base of the tower.

18. **EXCLUSIONS FROM PROPOSAL PRICE:** Unless otherwise stated in the Proposal, the prices in the Proposal do not include antennas, transmission lines, jumpers, ground kits, hangars and hardware.

19. **PHOTOGRAPHS:** Sabre at all times reserves the right to take pictures of any or all of its Products after installation for advertising purposes, except those which are under classified government control.
20. **SABRE'S EMPLOYEES:** Sabre reserves the right to determine which of its employees will be assigned to a particular project, to replace or reassign such employees and/or subcontract to qualified third persons part or all of the performance of any Services requested hereunder. Customer may request the removal or reassignment of Sabre's employees on a nondiscriminatory basis at any time and Sabre will promptly provide a suitable replacement. Sabre's employees will comply with all generally applicable work and security rules of Customer.
21. **INDEPENDENT CONTRACTORS:** The parties' relationship during the term of this Agreement shall be that of independent contractors. Neither party shall have, nor shall represent that it has, any power, right or authority to bind the other, or to assume or create any obligation or responsibility, express or implied, on behalf of the other or in such other party's name, except as herein expressly provided. Nothing stated in this Agreement shall be construed as constituting a partnership, joint venture or as creating the relationships of employer/employee or principal/agent between the parties.
22. **NOTICES:** All notices, requests, demands, claims and other communications hereunder will be in writing. Any notice, request, demand, claim or other communication hereunder will be deemed duly given if it is received and/or sent by facsimile, receipted delivery or certified mail, return receipt requested, postage prepaid, and addressed to the intended recipient at the address set forth in the Proposal. Either party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other party notice in the manner herein set forth. Each party agrees to promptly provide written notice of any suspected breach of this Agreement, the specifics of any claim of breach or for damages and to provide the other with a reasonable opportunity to investigate and cure any curable matter. In order to bring an action against Sabre for damages, Customer must give notice to Sabre of any claim for damages within six (6) months of the date the claim arises. No claim of breach of this Agreement shall be made by Customer unless and until all uncontested amounts are paid to Sabre.
23. **WAIVER:** Any waiver of any breach of this Agreement shall not be effective unless set forth in a writing signed by an officer of the waiving party.
24. **SURVIVAL:** The termination of this Agreement shall not affect the obligations of either party to the other that arises under the terms and conditions of this Agreement, rights arising from this Agreement, or causes of action which have accrued prior to the date of the termination.
25. **DISPUTES:** The parties agree that any controversy or claim (whether such controversy or claim is based upon statute, contract, tort or otherwise) arising out of or relating to this Agreement, any performance or dealings between the parties, or any dispute arising out of the interpretation or application of this Agreement or any dealings between the parties and/or their respective directors, managers, partners, officers, employees or agents ("**Dispute**"), which the parties are not able to resolve, shall be resolved as follows:
- a. The parties will endeavor to settle the Dispute through mediation under the Construction Industry Mediation Rules of the American Arbitration Association ("**AAA**") before recourse to arbitration. Any action for breach of warranty must be commenced within one (1) year after the cause of action accrues. Once one party files a request for mediation with the other party and with the AAA, the parties agree to conclude the mediation within thirty (30) days of filing the request. The mediation shall be conducted in the city where the party commencing the mediation is located. The parties agree to share the fees and expenses of mediation equally.
- b. Any Dispute not resolved by mediation, shall be decided by a single arbitrator pursuant to the Construction Industry Arbitration Rules of the AAA then in effect and shall be conducted in the city where the party commences the arbitration. The arbitrator will have the authority to grant injunctive relief in a form similar to that which a court of law would otherwise grant. Judgment upon the award rendered by the arbitrator shall be entered in any court having jurisdiction thereof. The arbitrator will be mutually chosen from a panel of licensed attorneys familiar with the subject matter of this Agreement having at least fifteen (15) years of professional experience and will be appointed within thirty (30) days of the date the demand for arbitration was sent to the other party. Discovery will be permitted in accordance with the Federal Rules of Civil Procedure of the United States of America. If an arbitration proceeding is brought pursuant to this Agreement, the prevailing party will be entitled to recover reasonable attorneys' fees, costs and necessary disbursements incurred in addition to any other relief to which such party may be entitled except that, by the express agreement of the parties, the arbitrator shall not have the power to award incidental, consequential, special, indirect, punitive or exemplary damages. Neither the parties nor the arbitrator may disclose the existence, content or results of the arbitration, except as necessary to enforce award or to comply with legal or regulatory requirements. Before making any such disclosure, the party intending to make the disclosure shall give the other party written notice of such intention and shall afford the other party a reasonable opportunity to protect its interests, which such period shall not be less than twenty (20) days from the non-disclosing party's receipt of the aforementioned written notice. The parties agree that all parties necessary to resolve the claim shall be the parties to the same arbitration proceedings. Appropriate provisions shall be included in all other contracts relating to the work to provide for the consolidation of arbitrations. If Sabre continues to perform, Customer shall continue to make payments in accordance with this Agreement. Nothing herein shall prohibit Sabre from filing a mechanics lien against the real estate or the real estate interest on which any Services are performed. This agreement to arbitrate shall be governed by the Federal Arbitration Act.
26. **SEVERABILITY:** If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws during the term hereof, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof, and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as a part of this Agreement a legal, valid, and enforceable provision as similar in terms to the illegal, invalid, or unenforceable provision as may be possible.
27. **GOVERNING LAW:** This Agreement shall be governed by the laws of the State of Iowa. Jurisdiction to enforce the mediation and arbitration provisions of this Agreement is agreed to be in the Federal and/or State District Courts located in Woodbury County, Iowa.
28. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties and may only be modified by a written instrument executed by an authorized officer of both parties. All negotiations and representations (if any) made prior, and with reference to the subject matter of this Agreement, are merged herein. Neither Sabre nor Customer shall be bound by any oral agreement or representation, irrespective of when made. Sabre and Customer agree that Customer's preprinted forms, including Customer's Purchase Order, are for convenience only and all terms and conditions stated thereon which are inconsistent with these Standard Terms and Conditions are void and of no effect and are hereby expressly rejected by Sabre.



## Formal Bid and Award System

Award #9 December 10, 2020

**Type of Award Request:** MISCELLANEOUS  
**Requestor Name:** Connolly, Eileen M. - Real Estate Coordinator  
**Requestor Phone:** 904-665-4325  
**Project Title:** East Pointe Baptist Church, Inc. – Land Acquisition  
**Project Number:** 8006839  
**Project Location:** JEA  
**Funds:** Capital

### Scope of Work:

JEA intends to purchase land for a future well site and utility easement to serve Ridenour Water Treatment Plant. This acquisition will include 1.24 acres for the well, and 0.28 acres for the utility easement.

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

### RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Amount
EAST POINTE BAPTIST CHURCH, INC.	Dr. David Patrick	drpatrick@epcjax.com	270 North Kernan Boulevard, Jacksonville, FL 32225	\$332,500.00

**Amount for entire term of Contract/PO:** \$332,500.00  
**Award Amount for remainder of this FY:** \$332,500.00  
**Length of Contract/PO Term:** Project Completion  
**Begin Date (mm/dd/yyyy):** 12/04/2020  
**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 Ridenour Well Replacement Project focuses on purchasing future well sites to support the operation and capacity of Ridenour Water Treatment Plant (WTP). Real Estate Services has been working with East Pointe Baptist Church, Inc. to purchase a future well site on their property. East Pointe Baptist Church, Inc. owns 13 acres north of Ridenour WTP and are willing to sell a corner of their tract for a future well site. This acquisition will include 1.24 acres for the well, and 0.28 acres for the utility easement. East Pointe Baptist Church Inc. has agreed to sell JEA the property for the appraised value, \$332,500.00, for both the fee simple tract and utility easement. The appraised value of this proposed acquisition total is \$332,500.00. The future well site fee simple land is valued at \$273,850.00 and the utility easement is

valued at \$58,650.00. The purchase agreement, survey and appraised values have been attached as back up.

The Real Property Procurement Officer and OGC have reviewed and approved the purchase agreement. Real Estate Services requests approval of the acquisition as outlined in the respective purchase agreement to support the well replacement project at Ridenour WTP.

Request approval of a land acquisition purchase from East Pointe Baptist Church, Inc. in the amount of \$332,500.00, 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:**

*Heather Beard*

12/10/2020

**Chairman, Awards Committee**

**Date**

**Budget Representative**

**Date**

*Kenn A. Whitman*

12/15/2020

Project: Well Rehab and Replacement—East Pointe Church  
Project Number: 8005953  
RE Parcel #: 162225-0600 (portions thereof)

**PURCHASE AGREEMENT**  
(Fee Simple and Easement)

THIS PURCHASE AGREEMENT (“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 **East Pointe Baptist Church, Inc.**, a Florida not-for-profit corporation (“Seller”).

**WITNESSETH:**

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 hereby acknowledge the parties hereby agree as follows:

1. General Outline of Transaction. Seller is the owner in fee simple of that certain tract of land located in Duval County, Florida described on Exhibit A-1 attached hereto and made a part hereof, together with all appurtenances, hereditaments and improvements located thereon (the “Property”), and that certain tract of land described in Exhibit A-2 (the “Easement Area”). Upon the terms and conditions hereafter set forth, Buyer intends to purchase (i) the Property from Seller in fee simple, together with all of Seller’s development rights, permits, approvals, and other rights or privileges pertaining to the Property, and (ii) a perpetual easement for ingress, egress, and utilities upon the Easement Area (the “Easement”).

2. Purchase Price and Earnest Money.

a. Purchase Price. In consideration of the purchase of the Property and Easement, Buyer shall pay to Seller at Closing, as hereinafter defined, an amount equal to \$332,500.00 (the “Purchase Price”), plus or minus net adjustments as set forth in this Agreement.

b. Earnest Money. Within ten (10) business days after Buyer and Seller have executed this Agreement, Buyer shall deliver to Edwards Cohen, as escrow agent (“Escrow Agent”), by cashier’s check or wired funds, a deposit in an amount equal to \$10,000.00 (the “Earnest Money”), to be deposited by the Escrow Agent in an IOTA trust account. If the sale of the Property is consummated pursuant to the terms of this Agreement, the Earnest Money shall be paid to Seller and applied to the payment of the Purchase Price.

3. Survey, Title, Buyer’s Review, Environmental Reports and Inspection.

a. Survey. Buyer has obtained a boundary survey of the Property and Easement Area prepared by DeGrove Surveyors as of the Effective Date (the “Survey”).

b. Title. Buyer has obtained an owner’s title insurance commitment issued by Fidelity National Title Insurance Company (“Title Insurer”), committing to insure Buyer’s fee simple title to the Property and easement interest in the Easement Area in the total amount of the Purchase Price (“Commitment”). The policy, when issued, shall insure in Buyer good and insurable title to the Property and Easement Area, in fee simple and easement interest, respectively, free and clear of all liens and encumbrances, subject to such other matters appearing in the Commitment which Buyer has approved or accepted as title exceptions under Section 3(c).

c. Buyer's Review. Buyer shall have ten (10) days after the Effective Date in which to examine the Survey and Commitment and to determine the nature of any defects in title to the Property and Easement Area and in those matters or facts disclosed by the Survey. If either the Commitment or Survey reveals any encroachments, overlaps, easements, restrictions, covenants, conditions, liens, encumbrances, other title defects, or other matters that are unacceptable to Buyer, Buyer shall give written notice to Seller of such defects prior to the expiration of the said ten (10) day period, and Seller shall have the right, but no obligation to remedy or remove any such objectionable matters prior to the Closing Date. If Seller does not, prior to the Closing Date, cure such defects of which it has been notified, Buyer may, at its option, either (i) terminate this Agreement upon written notice to Seller and the parties shall thereafter be relieved of all further obligations under this Agreement which do not specifically survive its termination, and the Earnest Money shall be returned to Buyer; or (ii) accept the uncured defects and take title as it then exists without reduction in the Purchase Price.

d. Environmental Reports. Buyer may within thirty (30) days after the Effective Date, at Buyer's cost and expense, obtain a Phase I environmental site assessment with respect to the Property and Easement Area, which meets the standard of practice of the American Society of Testing Materials. Buyer shall use the services of a competent, professional consultant with expertise in the environmental site assessing process. If the Findings and Conclusions section of the Phase I environmental site assessment reports evidence of recognized environmental conditions, then, at Buyer's option, a Phase II environmental site assessment shall be performed, at Buyer's cost and expense, to address any suspicions raised in the Phase I environmental site assessment and to confirm the presence of contaminants on the Property and Easement Area. If, after review of the environmental site assessment(s), Buyer, in its sole discretion, determines the Property and Easement Area is not acceptable, Buyer shall have the right to terminate this Agreement by written notice to Seller within ten (10) days after receipt by Buyer of the last environmental site assessment performed, whereupon the parties shall be relieved of all further obligations under this Agreement which do not specifically survive its termination, and the Earnest Money shall be returned to Buyer.

e. Inspection. Buyer and its agents shall, at their own risk and expense, at any time prior to Closing, have the right and privilege to enter upon any portion of the Property and Easement Area to inspect, examine, survey and otherwise perform or conduct such tests, inspections, studies, audits, or other evaluations as Buyer may deem necessary in conjunction with Buyer's acquisition of the Property and Easement, including, but not limited to, final determination of wetlands, environmental testing, and an engineering feasibility study which may include topographic surveys, core borings, soil test pits and load bearing tests, as may be required by Buyer to determine the physical characteristics of the substrata of the Property and Easement Area. Following Buyer's inspection of the Property and Easement Area, Buyer shall restore the Property and Easement Area to its original condition, normal wear and tear excepted. Subject to the provisions and limitations of Section 768.28, Florida Statutes, which are neither waived, expanded, or altered hereby, Buyer shall indemnify and hold Seller harmless from and against any and all claims, costs, expenses and damages to persons and/or property incurred by, through, or out of the Buyer's entry and inspections on the Property and Easement Area, unless caused by preexisting conditions of the land or Seller's negligence. Seller shall deliver to Buyer, within five (5) days of the Effective Date, copies of all engineering studies, zoning information, soil investigations and reports, water and sewer studies, topographic maps, platting materials, site plans, permits, approvals, if any, and applications for permits and approvals, and any other materials presently in existence concerning the Property which materials will be returned by Buyer if this Agreement does not close. Seller acknowledges that Buyer may conduct its own investigation regarding the Property and Easement Area and the accuracy of any representations and warranties of Seller contained herein. Seller authorizes Buyer to consult with Seller's attorneys, engineers, surveyors and other agents pertaining to the Property and Easement Area and, at Buyer's expense, to consult those governmental agencies having jurisdiction over approvals or permits relating thereto.



If any inspections disclose matters unsatisfactory to Buyer in Buyer's sole and absolute discretion, Buyer may cancel this Agreement and, if such cancellation occurs on or before thirty (30) days after the Effective Date ("Inspection Period"), receive a refund of the Earnest Money. In the event that Buyer does not terminate this Agreement prior to the end of the Inspection Period, then the Earnest Money shall be deemed non-refundable to Buyer (but fully applicable against the Purchase Price) unless this Agreement is terminated under the following circumstances (each, a "Refundability Event"):

i. Seller defaults hereunder and Buyer elects to terminate this Agreement and receive the return of the Earnest Money in accordance with Section 6;

ii. the title defects and objections of Buyer are not removed by Seller in accordance with Section 3 and Buyer elects to terminate this Agreement and receive the return of the Earnest Money in accordance with Section 3;

iii. there is a condemnation or casualty with respect to the Property and Buyer elects to terminate this Agreement and receive the return of the Earnest Money in accordance with Section 5;

iv. Buyer determines the Property and Easement Area is not acceptable after review of environmental site assessments and Buyer elects to terminate the Agreement and receive a return of the Earnest Money pursuant to Section 3(d); or

v. in the event there is any material adverse environmental condition of the Property and Easement Area arising subsequent to the Inspection Period, but prior to the Closing.

4. Conveyance Documents. Seller shall convey to Buyer good and insurable title to the Property in fee simple by transferable and recordable fee simple special warranty deed, free and clear of all liens and encumbrances, except such matters appearing in the Commitment which Buyer has approved or accepted as title exceptions. Seller shall convey the Easement to Buyer in the form attached hereto as Exhibit B.

5. Casualty and Eminent Domain. Risk of any casualty to or loss of the Property and Easement Area occurring prior to Closing shall be borne by Seller. Notwithstanding the foregoing, if all or any portion of the Property or Easement Area or access thereto shall be damaged by fire or other casualty or taken by public authority, or notice of such proposed taking be obtained prior to the Closing Date, then Seller shall provide immediate written notice thereof to Buyer and, at Buyer's option, (i) this Agreement shall terminate and the parties shall be relieved of all further obligations under this Agreement which do not specifically survive its termination and the Earnest Money shall be returned to Buyer, or (ii) Buyer may consummate the sale, pay the full Purchase Price and have assigned to it all claims and right of recovery for such casualty or taking. Buyer shall make election in writing within ten (10) days after Seller shall have notified Buyer in writing of such taking or proposed taking or casualty damage and the Closing shall be extended if necessary to accommodate this notice period.

6. Default and Remedies.

a. Notice of Default. In the event either party is in default of any provision hereof, the non-defaulting party, as a condition precedent to the exercise of its remedies, shall be required to give the defaulting party written notice of the same. The defaulting party shall have ten (10) business days from the receipt of such notice to cure the default. If the defaulting party timely cures the default, the default shall be deemed waived and this Agreement shall continue in full force and effect. If the defaulting party does not timely cure such default, the non-defaulting party shall be entitled to pursue its remedies as set forth in this Section 6 below, as applicable.

b. Remedies of Seller. If Buyer shall default in the performance of any of the terms and conditions of this Agreement, or if the Closing shall not occur through the fault of Buyer, Seller shall as its sole remedy, receive the Earnest Money as liquidated damages and this Agreement shall be terminated.

c. Remedies of Buyer. If Seller shall default in the performance of any of the terms and conditions of this Agreement, or if the Closing shall not occur through the fault of Seller, Buyer may terminate this Agreement in which case the Escrow Agent is irrevocably instructed to return the Earnest Money to Buyer, and Buyer may also recover from the Seller any and all reasonable expenses paid or incurred by Buyer in connection with this Agreement, and this Agreement shall be terminated. In the alternative, Buyer may pursue any other legal or equitable remedies available to Buyer including, but not limited to, specific performance.

7. Real Estate Commission. Both parties represent and warrant to the other that it has not entered into any agreement or taken any other action which would result in a real estate brokerage commission, finder's fee or other similar charge being payable on account of this Agreement or the Closing. Each party hereby agrees to indemnify, defend and hold harmless the other party from any and all claims, demands or the cost and expense of, including reasonable attorneys' fees, arising out of any brokerage commission or fee or other compensation due or alleged to be due in connection with the transaction contemplated by this Agreement based upon any agreement alleged to have been made or other action alleged to have been taken by the indemnifying party. This indemnification shall survive the Closing of the Property or the termination of this Agreement.

8. Seller's Representations and Warranties. Seller hereby represents and warrants that as of the date hereof:

a. Seller has no knowledge of any violations of city, county, state, federal, building, land use, fire, health, safety, environmental, hazardous materials or other governmental or public agency codes, ordinances, regulations, or orders with respect to the Property or Easement Area, or any lands adjacent to the Property or Easement Area.

b. No litigation is pending, threatened or likely with respect to the Property or Easement Area, Seller's interest therein, or which would inhibit Buyer obtaining clear title to the Property and Easement.

c. There are no unrecorded leases, arrangements, agreements, understandings, options, contracts, or rights of first refusal affecting or relating to the Property or Easement Area in any way.

d. The individual signing this Agreement on behalf of Seller has the authority to bind the Seller to the agreements set forth herein.

e. Seller has not, and has no knowledge of any other person who has caused any release, threatened release, or disposal of any hazardous material at the Property or Easement Area in material quantity; to the knowledge of the Seller, the Property and Easement Area is not adversely affected by any release, threatened release, or disposal of a hazardous material originating or emanating from any other property.

f. To the best of Seller's knowledge, the Property or Easement Area does not contain and has not contained any: (i) underground storage tank; (ii) material amounts of asbestos containing building material; (iii) any landfills or dumps; (iv) hazardous waste management facility as defined pursuant to the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §6901, *et. seq.* (RCRA) or any comparable state law; or (v) a site on or nominated for the National Priority List promulgated pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C.

§9601, *et. seq.* (CERCLA) or any state remedial priority list promulgated or published pursuant to any comparable state law;

g. Seller has not used a material quantity of any hazardous material on the Property or Easement Area and has conducted no hazardous material activity at the Property or Easement Area;

h. To the best of Seller's knowledge, Seller has no material liability for response or corrective action, natural resource damage, or other harm pursuant to CERCLA, RCRA, or any comparable state law; to the best of Seller's knowledge, Seller is not subject to, has no notice or knowledge of, and is not required to give any notice of any environmental claim involving the Seller or the Property or Easement Area; to the best of Seller's knowledge, there are no conditions or occurrences at the Property or Easement Area which could reasonably be anticipated to form the basis for an environmental claim against the Seller or the Property or Easement Area;

i. The Property/Easement Area is not subject to any, and the Seller has no knowledge of any imminent restriction on the ownership, occupancy, use, or transferability of the Property or Easement Area in connection with any (i) environmental law or (ii) release, threatened release, or disposal of a hazardous material.

j. The representations and warranties contained in this Section 8 shall be true and correct as of the Closing Date and shall survive the Closing.

9. Closing. The consummation of the transaction contemplated hereby for the purchase of the Property (the "Closing") shall take place on or before sixty (60) days after the Effective Date. The Closing shall take place at the offices of Escrow Agent, or at such other place as may be mutually selected by Buyer and Seller.

10. Documents to be Delivered at Closing. On or before Closing, Seller shall deliver to Buyer the following documents:

a. Special Warranty Deed conveying to Buyer fee simple title to the Property in form and content specified in Section 4 hereof;

b. Non-Exclusive Grant of Easement conveying to Buyer a perpetual easement interest in the Easement Area in the form attached hereto as Exhibit B;

c. Affidavit of Seller in form reasonably satisfactory to Buyer and the Title Insurer, evidencing that there have been no improvements or repairs made to the Property or Easement Area within ninety (90) days preceding the Closing, and sufficient in form and content to cause the Title Insurer to eliminate any exception for mechanics liens from the title policy. Such affidavit shall also evidence that Seller is in sole possession of the Property and Easement Area, and shall contain a certification that Seller is not a foreign person for purposes of Section 1445, Internal Revenue Code and such other certifications as may be sufficient for the Title Insurer to insure the "gap" at Closing;

d. A properly completed and executed beneficial interest affidavit and disclosure statement as required by Section 286.23, Florida Statutes, if applicable;

e. Any and all other documentation as may be reasonably required to consummate the transactions contemplated in this Agreement.

11. Possession. Possession of the Property shall be delivered to Buyer on the Closing Date.

12. Closing Costs.

a. At Closing, Buyer shall pay for (i) recording fees of the deed and Easement; (ii) all engineering and environmental studies obtained by Buyer, pursuant to Section 3(e), if any; (iii) Buyer's attorneys' fees; (iv) the Survey; (v) environmental site assessments described in Section 3(d); and (vi) the owner's title policy issued pursuant to the Commitment described in Section 3(b).

b. At Closing, Seller shall pay for (i) Seller's attorneys' fees; (ii) documentary stamp taxes on the deed; and (iii) recording fees for curative title documents.

13. Taxes and Assessments. All real estate taxes and assessments which are or which may become a lien against the Property shall be satisfied of record by Seller at Closing. In the event the Buyer acquires fee title to the Property between January 1 and November 1, Seller shall, in accordance with Section 196.295, Florida Statutes, place in escrow with the tax collector an amount equal to the current taxes prorated to the Closing Date, based upon the current assessment and millage rates on the Property. In the event the Buyer acquires fee title to the Property on or after November 1, Seller shall pay to the tax collector an amount equal to the taxes that are determined to be legally due and payable by the tax collector.

14. Notices. Any notice, demand, consent, authorization, request, approval or other communication (collectively, "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, and delivered personally to the other party or sent by express 24-hour guaranteed courier or delivery service, by facsimile transmission with telephone confirmation or certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows (or such other place as any party may by Notice to the other specify):

To Buyer: JEA, Real Estate  
21 W. Church Street (CC-6)  
Jacksonville, Florida 32202  
Attention: Director, Real Estate Services

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

To Seller: East Pointe Baptist Church, Inc.  
270 N. Kernan Blvd.  
Jacksonville, FL 32225  
Attention: President

If to Escrow Agent Edwards Cohen  
200 W. Forsyth St., Suite 1300  
Jacksonville, FL 32202  
Attention: Brian Dawes

Notice 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.

15. State Required Disclosure. The following disclosure is required to be made by the laws of the State of Florida if the Property is located within the State of Florida:

“RADON GAS” Radon is a naturally occurring radioactive gas that, when it has

accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guideline have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.”

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. Governmental Permits and Approvals. If, at any time prior to Closing, Buyer determines that it will be unable to obtain any federal, state or local governmental permits or approvals required for its intended use of the Property, Buyer may terminate this Agreement by providing written notice thereof to Seller and the parties shall thereafter be relieved of all further obligations under this Agreement which do not specifically survive its termination, and the Earnest Money shall be returned to Buyer.

24. Awards Committee Contingency. This Agreement and purchase is wholly contingent upon Buyer being able to obtain approval from Buyer's Awards Committee for the purchase of the Property. It is understood that Buyer shall notify Seller prior to Closing of the decision of the Awards Committee. If the decision is "yes" this Agreement shall continue in full force and effect. If the decision is "no" Escrow Agent is irrevocably instructed to return the Earnest Money and any interest earned thereon to Buyer and this Agreement shall terminate and

neither party shall have any further obligations under the terms thereof.

25. Escrow Provisions. Escrow Agent signs this Agreement for the sole purpose of accepting its engagement as escrow agent pursuant to the terms of this Agreement and agreeing to be bound by the applicable terms hereof. It is agreed that the duties of Escrow Agent with respect to the Earnest Money are only as herein specifically provided and purely ministerial in nature, and Escrow Agent shall incur no liability whatever except for willful misconduct or gross negligence, as long as Escrow Agent has acted in good faith. Buyer and Seller each release Escrow Agent from any act done or omitted to be done by Escrow Agent in good faith in the performance of its duties hereunder, except the parties shall not release Escrow Agent from willful misconduct or gross negligence. Escrow Agent is acting as stakeholder only with respect to the Earnest Money and any other monies or documents to the extent delivered to Escrow Agent pursuant to this Agreement. Escrow Agent agrees that at such time as either party alleges that there is a default entitling the other party to the Earnest Money or a document, then Escrow Agent shall send notice to Seller and Buyer advising that the other party has made demand on Escrow Agent for such Earnest Money or document. If the party alleged to be in default does not dispute Escrow Agent disbursing the Earnest Money or document within ten (10) business days of receipt of notice that Escrow Agent intends to disburse the Earnest Money or document or Escrow Agent notifies the parties that it intends to disburse a portion of the Earnest Money or a document and neither of the parties disputes such disbursement within five (5) business days after written notice that Escrow Agent intends to disburse all or a portion of such Earnest Money or the document, then Escrow Agent is authorized to disburse the Earnest Money or document as set forth in Escrow Agent's notice. If there is any valid dispute as to whether Escrow Agent is obligated to deliver the Earnest Money or the cash or documents to close or as to whom the Earnest Money, or cash or documents to close is to be delivered, Escrow Agent shall not make any delivery, but in such event, Escrow Agent shall hold same until receipt by it of an authorization in writing, directing the disposition of same executed by Buyer and Seller or in the absence of such authorization, Escrow Agent shall hold the Earnest Money and/or the cash or documents to close until final determination of the rights of the parties in the appropriate proceedings. If such written authorization is not given or proceedings for such determination are not begun within thirty (30) days of written demand by Escrow Agent to Seller and Buyer and diligently continued, Escrow Agent may bring an appropriate action or proceeding to interplead such deposits or documents. Any such interpleader action must be brought in the County in which the Property is located. Escrow Agent shall be reimbursed for all costs and expenses of such action or proceeding, including, without limitation, reasonable attorneys' fees and disbursements, by the party determined to have wrongfully disputed Escrow Agent's authority to disburse. Upon making delivery of the Earnest Money and/or the cash or documents to close, Escrow Agent shall have no further liability unless such delivery constituted willful misconduct or gross negligence.

Buyer may at any time remove the Escrow Agent and appoint a successor. The Escrow Agent may resign at any time from its obligations hereunder by providing written notice to the Seller and Buyer. Such resignation shall be effective on the date set forth in such written notice, which shall be no earlier than ten (10) business days after such written notice has been furnished. In such event, the Buyer shall promptly appoint a mutually acceptable successor escrow agent. In the event no successor escrow agent has been appointed on or prior to the date such resignation is to become effective, the Escrow Agent shall be entitled to tender into the custody of any court of competent jurisdiction all funds and other property then held by the Escrow Agent hereunder and the Escrow Agent shall thereupon be relieved of all further duties and obligations hereunder. The Escrow Agent shall have no responsibility for the appointment of a successor escrow agent hereunder.

The provisions of this Section shall survive Closing or any earlier termination of this Agreement.

**IN WITNESS WHEREOF**, Buyer and Seller have caused these presents to be signed in

their names on the day and year set forth below.

**BUYER:**

**JEA**, a body politic and corporate

By: \_\_\_\_\_  
Jordan Pope  
Director, Real Estate Services

Date: \_\_\_\_\_

**SELLER:**

**East Pointe Baptist Church, Inc.**, a Florida  
not-for-profit corporation

By: \_\_\_\_\_  
David Patrick, President

Date: \_\_\_\_\_

Escrow Agent has executed this Agreement in order to confirm that the Escrow Agent has received and shall hold the Earnest Money in escrow, and shall disburse the Earnest Money pursuant to the provisions of Section 25.

Edwards, Cohen, Dawson, Noble & Dawes, P.A.

By: \_\_\_\_\_

Print: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT A-1**

**DESCRIPTION OF PROPERTY**

JEA WELL SITE AT EAST POINTE CHURCH

A PART OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 10033, PAGE 2427 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, LYING IN SECTION 16, TOWNSHIP 2 SOUTH, RANGE 28 EAST, OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A NORTHEASTERLY CORNER OF TRACT F, KERNAN WEST ADDITION, AS RECORDED IN PLAT BOOK 63, PAGE 7 OF SAID PUBLIC RECORDS, SAID POINT ALSO BEING THE INTERSECTION OF THE MOST EASTERLY LINE OF SAID TRACT F, KERNAN WEST ADDITION, WITH THE MOST SOUTHERLY LINE OF TRACT F, KERNAN WEST, AS RECORDED IN PLAT BOOK 62, PAGE 23 OF SAID PUBLIC RECORDS; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG SAID SOUTHERLY LINE OF TRACT F, KERNAN WEST AND ITS EASTERLY EXTENSION, ALSO BEING THE NORTH LINE OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 10033, PAGE 2427, 680.17 FEET TO ITS INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF KERNAN BOULEVARD NORTH, (A 200 FOOT RIGHT OF WAY AS NOW ESTABLISHED AND THE **POINT OF BEGINNING**); THENCE SOUTH 00 DEGREES 50 MINUTES 57 SECONDS EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, 179.28 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, LEAVING SAID WESTERLY RIGHT OF WAY LINE, 273.93 FEET; THENCE NORTH 19 DEGREES 03 MINUTES 20 SECONDS WEST, 59.34 FEET; THENCE NORTH 28 DEGREES 17 MINUTES 08 SECONDS EAST, 13.12 FEET; THENCE NORTH 12 DEGREES 26 MINUTES 15 SECONDS WEST, 22.68 FEET; THENCE NORTH 29 DEGREES 17 MINUTES 32 SECONDS WEST, 27.41 FEET; THENCE NORTH 33 DEGREES 59 MINUTES 43 SECONDS WEST, 33.05 FEET; THENCE NORTH 50 DEGREES 59 MINUTES 59 SECONDS WEST, 24.93 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 22.47 FEET TO AFORESAID NORTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 10033, PAGE 2427, THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG SAID NORTHERLY LINE, 340.58 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.24 ACRES MORE OR LESS.

## EXHIBIT A-2

### DESCRIPTION OF EASEMENT AREA

#### ACCESS AND UTILITY EASEMENT

A PART OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 10033, PAGE 2427 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, LYING IN SECTION 16, TOWNSHIP 2 SOUTH, RANGE 28 EAST, OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING 0.28 ACRES MORE OR LESS.

**EXHIBIT B**

**FORM OF EASEMENT**

[attach]

**BOUNDARY SURVEY OF:**

JEA WELL SITE AT EAST POINTE CHURCH

A PART OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 10033, PAGE 2427 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, LYING IN SECTION 16, TOWNSHIP 2 SOUTH, RANGE 28 EAST, OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING 1.24 ACRES MORE OR LESS.

ACCESS AND UTILITY EASEMENT

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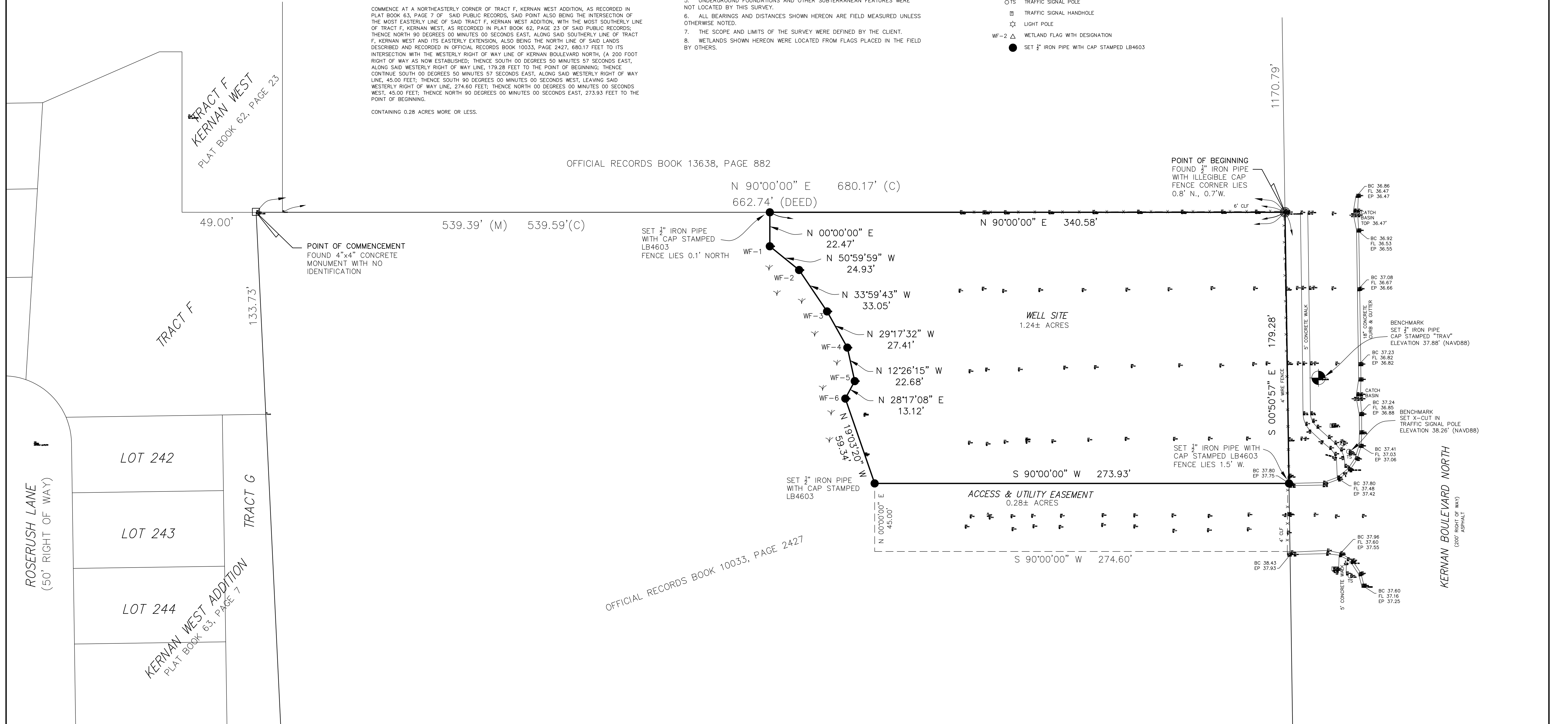
CONTAINING 0.28 ACRES MORE OR LESS.

**NOTES:**

- BEARINGS SHOWN HEREON ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM (EAST ZONE), NORTH AMERICAN DATUM OF 1983 (NAD83(2011)), U.S. SURVEY FEET, WITH A BEARING OF SOUTH 00°50'57" EAST ON THE WESTERLY RIGHT OF WAY LINE OF KERNAN BOULEVARD, ACCORDING TO DEED RECORDED IN OFFICIAL RECORDS BOOK 10033, PAGE 2427 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.
- THE LEGAL DESCRIPTION FOR THE SUBJECT PROPERTY WAS PREPARED BY THIS FIRM.
- ELEVATIONS SHOWN HEREON REFER TO NORTH AMERICAN VERTICAL DATUM 1988 (NAVD 88), U.S. SURVEY FEET BASED ON NATIONAL GEODETIC SURVEY (NGS) BENCHMARK M 418 (PID A13910) WITH AN ELEVATION OF 36.25 FEET (NAVD 88).
- THE LANDS SHOWN HEREON LIE IN FLOOD ZONE UNSHADED X, WHICH IS AN AREA DETERMINED TO LIE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN ACCORDING TO COMMUNITY PANEL NUMBER 12031C-0403-J OF THE FLOOD INSURANCE RATE MAPS FOR DUVAL COUNTY, FLORIDA, DATED NOVEMBER 2, 2018.
- UNDERGROUND FOUNDATIONS AND OTHER SUBTERRANEAN FEATURES WERE NOT LOCATED BY THIS SURVEY.
- ALL BEARINGS AND DISTANCES SHOWN HEREON ARE FIELD MEASURED UNLESS OTHERWISE NOTED.
- THE SCOPE AND LIMITS OF THE SURVEY WERE DEFINED BY THE CLIENT.
- WETLANDS SHOWN HEREON WERE LOCATED FROM FLAGS PLACED IN THE FIELD BY OTHERS.

**LEGEND:**

- BC BACK OF CURB ELEVATION
- FL FLOW LINE ELEVATION
- EP EDGE OF PAVEMENT ELEVATION
- (C) CALCULATED DATA
- (D) DEED DATA
- (M) MEASURED DATA
- (P) PLATTED DATA
- CLF CHAIN LINK FENCE
- OTS TRAFFIC SIGNAL POLE
- TRAFFIC SIGNAL HANDHOLE
- ☆ LIGHT POLE
- WF-2 △ WETLAND FLAG WITH DESIGNATION
- SET 3/4" IRON PIPE WITH CAP STAMPED LB4603



SURVEY DATE: JUNE 23, 2020	DRAWING DATE: JUNE 23, 2020
FIELD BOOK 883, PAGE(S) 64-70	DRAWING SCALE: 1" = 30'
DRAFTED BY: BDC	REVISION DATE:
CHECKED BY: GRN	
COMPUTER FILE: 2020060 JEA Eastpointe Church.DWG	
JOB FILE No. 2020060	

2131 CORPORATE SQUARE BOULEVARD,  
 JACKSONVILLE, FL 32216  
 904-722-0400  
 FAX 904-722-0402  
 DEGROVE@DEGROVE.COM  
 LICENSED BUSINESS NUMBER L.B.4603

**DEGROVE**  
 SURVEYORS, INC.

THIS SURVEY MEETS THE STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS AND MAPPERS IN THE STATE OF FLORIDA PURSUANT TO CHAPTER 5J-17.051 & 5J-17.052, F.A.C.

**BRENDA D. CATONE, P.S.M., FLORIDA CERTIFICATION NO. 5447**

NOTICE:  
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

**CERTIFIED TO:**

**JEA**

*Futral Valuations, LLC*  
*Charles E. (Ed) Futral, MAI*  
7529 N.W. 136<sup>th</sup> Street · Gainesville, Florida 32653  
Phone: (352) 317-8300 · Email: [ed.futral@gmail.com](mailto:ed.futral@gmail.com)

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June 4, 2020

Mr. Jordan Pope  
Director – Economic Development & Real Estate  
JEA  
21 West Church Street  
Jacksonville, Florida 32202-3139

**RE: KERNAN BOULEVARD WELL SITE**  
**East Pointe Baptist Church, Inc.**  
**270 Kernan Boulevard North**  
**RE# 162225-0600**

Dear Mr. Pope:

At your request, I have prepared an appraisal of the captioned property (land with fencing), which is located along the westerly side of Kernan Boulevard North, northerly of Atlantic Boulevard, across from Mastin Cove Road, in Jacksonville, Duval County, Florida. The purpose of the appraisal is to provide an opinion of Market Value relative to a proposed fee simple acquisition and a companion permanent access and utility easement.

The proposed fee simple acquisition (**54,143± square feet or 1.243± acre**) is located at the northeasterly corner of the parent tract and the proposed permanent access and utility easement acquisition (**12,341± square feet or 0.283± acre**) is located along the southerly side of the fee simple acquisition.

The appraisal considers the land that comprises the parent tract (together with fencing within the areas of acquisition), the land and perimeter fencing within the areas of proposed acquisition, the land that comprises the remainder tract and any relevant severance damages, if any. Any applicable cost-to-cure will be provided by JEA.

The accompanying report describes the data, analyses, and conclusions relevant to this appraisal. The appraisal will provide summary explanations of the property and information used by appraiser to form an opinion of market value. Additional supporting data, information and documents are contained within my files and can be provided, as necessary.

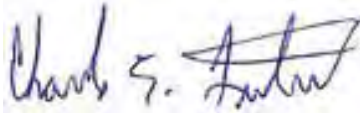
JEA  
June 4, 2020  
Page 2

Based upon my analyses, the market value of the fee simple and permanent easement acquisitions, as of April 25, 2020, was \$332,500, broken-down as follows:

**Fee Simple Acquisition**  
**\$273,850**

**Permanent Access & Utility Easement**  
**\$58,650**

Respectfully submitted,

A handwritten signature in blue ink that reads "Charles E. Futral". The signature is written in a cursive style with a large, stylized initial "C".

Charles E. Futral, MAI  
State-Certified Real Estate Appraiser RZ1523

Enclosure



## Formal Bid and Award System

Award #10 December 10, 2020

**Type of Award Request:** MISCELLANEOUS  
**Requestor Name:** Traub, Brandon L. – Real Estate Coordinator  
**Requestor Phone:** 904-665-6581  
**Project Title:** Deerwood Replacement Well – Real Estate Award  
**Project Number:** 8006838  
**Project Location:** JEA  
**Funds:** Capital  
**Scope of Work:**

JEA intends to acquire the subject well site to support water quality and supply for the Deerwood Water Treatment Plant facility.

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

### RECOMMENDED AWARDEE(S):

Name	Address	Amount
FOREST BLVD BAPTIST CHURCH, INC.	4210 Forest Blvd. Jacksonville, FL 32246	\$100,000.00
ERIC W. EVANS AND LINDA C. EVANS	15638 Moss Hollow Dr. Jacksonville, FL 32224	\$65,000.00

**Amount for entire term of Contract/PO:** \$165,000.00  
**Award Amount for remainder of this FY:** \$165,000.00  
**Length of Contract/PO Term:** Project Completion  
**Begin Date (mm/dd/yyyy):** 12/04/2020  
**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 Deerwood Water Treatment Plant has (8) eight wells that were drilled between 1984-2005. The wells have been rehabilitated by slow rate acidization and back plugging in attempts to reduce the decrease in water quality and flow, but new replacement wells are required to meet production needs. JEA and Jacobs Engineering Group investigated (7) seven potential replacement well sites, and set up a ranking matrix to determine which sites would be acceptable. The Forest Blvd Baptist Church site met the criteria and ranked as an acceptable site. JEA Real Estate Services has successfully negotiated for the purchase of the well site.

The subject well site is an assemblage of a vacant residential lot owned by Eric W. Evans and Linda C. Evans along with a vacant portion of a parcel owned by Forest Boulevard Baptist Church, Inc. A third party appraisal valued the Evans property at \$95,500.00 and JEA Real Estate Services negotiated a purchase price of \$65,000.00. A third party appraisal valued the Forest Boulevard Baptist Church, Inc. property at \$104,000.00 and JEA Real Estate Services negotiated a purchase price of \$100,000.00.

The Real Property Procurement Officer and OGC have reviewed and approved the purchase agreements. Real Estate Services requests approval of the subject acquisitions as outlined in the respective purchase agreements to support water quality and supply for the Deerwood Water Treatment Plant facility. The purchase agreements, survey and appraisals have been attached as backup.

Request approval of two Real Estate purchases from Forest Blvd Baptist Church, Inc. in the amount of \$100,000.00 and Eric W. Evans and Linda C. Evans in the amount of \$65,000.00, for a not-to-exceed amount of \$165,000.00, 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:**

*Heather Beard* \_\_\_\_\_ 12/10/2020

**Chairman, Awards Committee** **Date**

\_\_\_\_\_  
**Budget Representative** **Date**

*Kenn A. Whitman* \_\_\_\_\_ 12/15/2020



Project: Deerwood – Forest Blvd. Water  
Project Number: 8005953  
RE Parcel #: 146222-0010

**PURCHASE AGREEMENT**  
(Fee Simple)

THIS PURCHASE AGREEMENT (“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 **Forest Boulevard Baptist Church, Inc.**, a Florida not-for-profit corporation (“Seller”).

**W I T N E S S E T H:**

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 hereby acknowledge the parties hereby agree as follows:

1. General Outline of Transaction. Seller is the owner in fee simple of that certain tract of land located in Duval County, Florida described on Exhibit A attached hereto and made a part hereof, together with all appurtenances, hereditaments and improvements located thereon (the “Property”). Buyer intends to purchase the Property from Seller, together with all of Seller’s development rights, permits, approvals, and other rights or privileges pertaining to the Property, upon the terms and conditions hereafter set forth.

2. Purchase Price and Earnest Money.

a. Purchase Price. Under the terms of this Agreement, Seller hereby agrees to sell, assign and convey the Property to Buyer and Buyer agrees to pay for and purchase the Property from Seller. In consideration of the conveyance of the Property from Seller to Buyer, Buyer shall pay to Seller at Closing, as hereinafter defined, an amount equal to \$100,000.00 (the “Purchase Price”), plus or minus net adjustments as set forth in this Agreement.

b. Earnest Money. Within ten (10) business days after Buyer and Seller have executed this Agreement, Buyer shall deliver to Edwards Cohen, as escrow agent (“Escrow Agent”), by cashier’s check or wired funds, a deposit in an amount equal to \$5,000.00 (the “Earnest Money”), to be deposited by the Escrow Agent in an IOTA trust account. If the sale of the Property is consummated pursuant to the terms of this Agreement, the Earnest Money shall be paid to Seller and applied to the payment of the Purchase Price.

3. Survey, Title, Buyer’s Review, Environmental Reports and Inspection.

a. Survey. Buyer shall within thirty (30) days after the Effective Date, at Buyer’s cost and expense, obtain a boundary survey of the Property (the “Survey”), prepared by a licensed Florida land surveyor.

b. Title. Buyer shall within thirty (30) days after the Effective Date, at Buyer’s cost and expense, obtain an owner’s title insurance commitment issued by a licensed title insurance company (“Title Insurer”), committing to insure Buyer’s fee simple title to the Property in the total amount of the Purchase Price (“Commitment”). The Commitment shall show Seller to have good and insurable title to the Property, in fee simple, and free and clear of all liens and encumbrances except taxes for the year of conveyance and subsequent years. The policy, when issued, shall insure in Buyer good and insurable title to the Property, in fee simple, free and clear

of all liens and encumbrances, subject to such other matters appearing in the Commitment which Buyer has approved or accepted as title exceptions under Section 3(c).

c. Buyer's Review. Buyer shall have thirty (30) days after receipt of the Commitment and Survey, whichever is received last, in which to examine the Survey and Commitment and to determine the nature of any defects in title to the Property and in those matters or facts disclosed by the Survey. If either the Commitment or Survey reveals any encroachments, overlaps, easements, restrictions, covenants, conditions, liens, encumbrances, other title defects, or other matters that are unacceptable to Buyer, Buyer shall give written notice to Seller of such defects prior to the expiration of the said thirty (30) day period, and Seller shall have the right, but no obligation to remedy or remove any such objectionable matters prior to the Closing Date. If Seller does not, prior to the Closing Date, cure such defects of which it has been notified, Buyer may, at its option, either (i) terminate this Agreement upon written notice to Seller and the parties shall thereafter be relieved of all further obligations under this Agreement which do not specifically survive its termination, and the Earnest Money shall be returned to Buyer; or (ii) accept the uncured defects and take title as it then exists without reduction in the Purchase Price.

d. Environmental Reports. Buyer may within thirty (30) days after the Effective Date, at Buyer's cost and expense, obtain a Phase I environmental site assessment with respect to the Property, which meets the standard of practice of the American Society of Testing Materials. Buyer shall use the services of a competent, professional consultant with expertise in the environmental site assessing process. If the Findings and Conclusions section of the Phase I environmental site assessment reports evidence of recognized environmental conditions, then, at Buyer's option, a Phase II environmental site assessment shall be performed, at Buyer's cost and expense, to address any suspicions raised in the Phase I environmental site assessment and to confirm the presence of contaminants on the Property. If, after review of the environmental site assessment(s), Buyer, in its sole discretion, determines the Property is not acceptable, Buyer shall have the right to terminate this Agreement by written notice to Seller within thirty (30) days after receipt by Buyer of the last environmental site assessment performed, whereupon the parties shall be relieved of all further obligations under this Agreement which do not specifically survive its termination, and the Earnest Money shall be returned to Buyer.

e. Inspection. Buyer and its agents shall, at their own risk and expense, at any time prior to Closing, have the right and privilege to enter upon any portion of the Property to inspect, examine, survey and otherwise perform or conduct such tests, inspections, studies, audits, or other evaluations as Buyer may deem necessary in conjunction with Buyer's acquisition of the Property, including, but not limited to, final determination of wetlands, environmental testing, and an engineering feasibility study which may include topographic surveys, core borings, soil test pits and load bearing tests, as may be required by Buyer to determine the physical characteristics of the substrata of the Property. Following Buyer's inspection of the Property, Buyer shall restore the Property to its original condition, normal wear and tear excepted. Subject to the provisions and limitations of Section 768.28, Florida Statutes, which are neither waived, expanded, or altered hereby, Buyer shall indemnify and hold Seller harmless from and against any and all claims, costs, expenses and damages to persons and/or property incurred by, through, or out of the Buyer's entry and inspections on the Property, unless caused by preexisting conditions of the Property or Seller's negligence. Seller shall deliver to Buyer, within thirty (30) days of the Effective Date, copies of all engineering studies, zoning information, soil investigations and reports, water and sewer studies, topographic maps, platting materials, site plans, permits, approvals, if any, and applications for permits and approvals, and any other materials presently in existence concerning the Property which materials will be returned by Buyer if this Agreement does not close. Seller acknowledges that Buyer may conduct its own investigation regarding the Property and the accuracy of any representations and warranties of Seller contained herein. Seller authorizes Buyer to consult with Seller's attorneys, engineers, surveyors and other agents pertaining to the Property and, at Buyer's expense, to consult those governmental agencies having jurisdiction over approvals or permits relating to the

Property.

If any inspections disclose matters unsatisfactory to Buyer in Buyer's sole and absolute discretion, Buyer may cancel this Agreement and, if such cancellation occurs on or before one hundred twenty (120) days after the Effective Date ("Inspection Period"), receive a refund of the Earnest Money. In the event that Buyer does not terminate this Agreement prior to the end of the Inspection Period, then the Earnest Money shall be deemed non-refundable to Buyer (but fully applicable against the Purchase Price) unless this Agreement is terminated under the following circumstances (each, a "Refundability Event"):

i. Seller defaults hereunder and Buyer elects to terminate this Agreement and receive the return of the Earnest Money in accordance with Section 6;

ii. the title defects and objections of Buyer are not removed by Seller in accordance with Section 3 and Buyer elects to terminate this Agreement and receive the return of the Earnest Money in accordance with Section 3;

iii. there is a condemnation or casualty with respect to the Property and Buyer elects to terminate this Agreement and receive the return of the Earnest Money in accordance with Section 5;

iv. Buyer determines the Property is not acceptable after review of environmental site assessments and Buyer elects to terminate the Agreement and receive a return of the Earnest Money pursuant to Section 3(d); or

v. in the event there is any material adverse environmental condition of the Property arising subsequent to the Inspection Period, but prior to the Closing.

4. Deed of Conveyance. Seller shall convey to Buyer good and insurable title to the Property in fee simple by transferable and recordable fee simple special warranty deed, free and clear of all liens and encumbrances, except such matters appearing in the Commitment which Buyer has approved or accepted as title exceptions.

5. Casualty and Eminent Domain. Risk of any casualty to or loss of the Property occurring prior to Closing shall be borne by Seller. Notwithstanding the foregoing, if all or any portion of the Property or access thereto shall be damaged by fire or other casualty or taken by public authority, or notice of such proposed taking be obtained prior to the Closing Date, then Seller shall provide immediate written notice thereof to Buyer and, at Buyer's option, (i) this Agreement shall terminate and the parties shall be relieved of all further obligations under this Agreement which do not specifically survive its termination and the Earnest Money shall be returned to Buyer, or (ii) Buyer may consummate the sale, pay the full Purchase Price and have assigned to it all claims and right of recovery for such casualty or taking. Buyer shall make election in writing within ten (10) days after Seller shall have notified Buyer in writing of such taking or proposed taking or casualty damage and the Closing shall be extended if necessary to accommodate this notice period.

6. Default and Remedies.

a. Notice of Default. In the event either party is in default of any provision hereof, the non-defaulting party, as a condition precedent to the exercise of its remedies, shall be required to give the defaulting party written notice of the same. The defaulting party shall have ten (10) business days from the receipt of such notice to cure the default. If the defaulting party timely cures the default, the default shall be deemed waived and this Agreement shall continue in full force and effect. If the defaulting party does not timely cure such default, the non-defaulting party shall be entitled to pursue its remedies as set forth in this Section 6 below, as applicable.

b. Remedies of Seller. If Buyer shall default in the performance of any of the terms and conditions of this Agreement, or if the Closing shall not occur through the fault of Buyer, Seller shall as its sole remedy, retain the Earnest Money as liquidated damages and this Agreement shall be canceled.

c. Remedies of Buyer. If Seller shall default in the performance of any of the terms and conditions of this Agreement, or if the Closing shall not occur through the fault of Seller, Buyer may terminate this Agreement in which case the Escrow Agent is irrevocably instructed to return the Earnest Money to Buyer, and Buyer may also recover from the Seller any and all reasonable expenses paid or incurred by Buyer in connection with this Agreement, and this Agreement shall be canceled. In the alternative, Buyer may pursue any other legal or equitable remedies available to Buyer including, but not limited to, specific performance.

7. Real Estate Commission. Both parties represent and warrant to the other that it has not entered into any agreement or taken any other action which would result in a real estate brokerage commission, finder's fee or other similar charge being payable on account of this Agreement or the Closing of the Property. Each party hereby agrees to indemnify, defend and hold harmless the other party from any and all claims, demands or the cost and expense of, including reasonable attorneys' fees, arising out of any brokerage commission or fee or other compensation due or alleged to be due in connection with the transaction contemplated by this Agreement based upon any agreement alleged to have been made or other action alleged to have been taken by the indemnifying party. This indemnification shall survive the Closing of the Property or the termination of this Agreement.

8. Seller's Representations and Warranties. Seller hereby represents and warrants that as of the date hereof:

a. Seller has no knowledge of any violations of city, county, state, federal, building, land use, fire, health, safety, environmental, hazardous materials or other governmental or public agency codes, ordinances, regulations, or orders with respect to the Property, or any lands adjacent to the Property.

b. No litigation is pending, threatened or likely with respect to the Property, Seller's interest therein, or which would inhibit Buyer obtaining clear title to the Property.

c. There are no unrecorded leases, arrangements, agreements, understandings, options, contracts, or rights of first refusal affecting or relating to the Property in any way.

d. The individual signing this Agreement on behalf of Seller has the authority to bind the Seller to the agreements set forth herein.

e. Seller has not, and has no knowledge of any other person who has caused any release, threatened release, or disposal of any hazardous material at the Property in material quantity; to the knowledge of the Seller, the Property is not adversely affected by any release, threatened release, or disposal of a hazardous material originating or emanating from any other property;

f. To the best of Seller's knowledge, the Property does not contain and has not contained any: (i) underground storage tank; (ii) material amounts of asbestos containing building material; (iii) any landfills or dumps; (iv) hazardous waste management facility as defined pursuant to the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §6901, *et. seq.* (RCRA) or any comparable state law; or (v) a site on or nominated for the National Priority List promulgated pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601, *et. seq.* (CERCLA) or any state remedial priority list promulgated or published pursuant to any comparable state law;

g. Seller has not used a material quantity of any hazardous material on the Property and has conducted no hazardous material activity at the Property;

h. To the best of Seller's knowledge, Seller has no material liability for response or corrective action, natural resource damage, or other harm pursuant to CERCLA, RCRA, or any comparable state law; to the best of Seller's knowledge, Seller is not subject to, has no notice or knowledge of, and is not required to give any notice of any environmental claim involving the Seller or the Property; to the best of Seller's knowledge, there are no conditions or occurrences at the Property which could reasonably be anticipated to form the basis for an environmental claim against the Seller or the Property;

i. The Property is not subject to any, and the Seller has no knowledge of any imminent restriction on the ownership, occupancy, use, or transferability of the Property in connection with any (i) environmental law or (ii) release, threatened release, or disposal of a hazardous material.

j. The representations and warranties contained in this Section 8 shall be true and correct as of the Closing Date and shall survive the Closing.

9. Closing. The consummation of the transaction contemplated hereby for the purchase of the Property (the "Closing") shall take place on or before one hundred twenty (120) days after the Effective Date. The Closing shall take place at the offices of Escrow Agent, or at such other place as may be mutually selected by Buyer and Seller.

10. Documents to be Delivered at Closing. On or before Closing, Seller shall deliver to Buyer the following documents:

a. Special Warranty Deed conveying to Buyer fee simple title to the Property in form and content specified in Section 4 hereof;

b. Affidavit of Seller in form reasonably satisfactory to Buyer and the Title Insurer, evidencing that there have been no improvements or repairs made to the Property within ninety (90) days preceding the Closing, and sufficient in form and content to cause the Title Insurer to eliminate any exception for mechanics liens from the title policy. Such affidavit shall also evidence that Seller is in sole possession of the Property, and shall contain a certification that Seller is not a foreign person for purposes of Section 1445, Internal Revenue Code and such other certifications as may be sufficient for the Title Insurer to insure the "gap" at Closing;

c. A properly completed and executed beneficial interest affidavit and disclosure statement as required by Section 286.23, Florida Statutes, if applicable;

d. Any and all other documentation as may be reasonably required to consummate the transactions contemplated in this Agreement.

11. Possession. Possession of the Property shall be delivered to Buyer on the Closing Date.

12. Closing Costs.

a. At Closing, Buyer shall pay for (i) recording fees of the deed; (ii) all engineering and environmental studies obtained by Buyer, pursuant to Section 3(e), if any; (iii) Buyer's attorneys' fees; (iv) the Survey; (v) environmental site assessments described in Section 3(d); and (vi) the owner's title policy issued pursuant to the Commitment described in Section 3(b).

b. At Closing, Seller shall pay for (i) Seller's attorneys' fees; (ii)

documentary stamp taxes on the deed; and (iii) recording fees for curative title documents.

13. Taxes and Assessments. All real estate taxes and assessments which are or which may become a lien against the Property shall be satisfied of record by Seller at Closing. In the event the Buyer acquires fee title to the Property between January 1 and November 1, Seller shall, in accordance with Section 196.295, Florida Statutes, place in escrow with the tax collector an amount equal to the current taxes prorated to the Closing Date, based upon the current assessment and millage rates on the Property. In the event the Buyer acquires fee title to the Property on or after November 1, Seller shall pay to the tax collector an amount equal to the taxes that are determined to be legally due and payable by the tax collector.

14. Notices. Any notice, demand, consent, authorization, request, approval or other communication (collectively, "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, and delivered personally to the other party or sent by express 24-hour guaranteed courier or delivery service, by facsimile transmission with telephone confirmation or certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows (or such other place as any party may by Notice to the other specify):

To Buyer: JEA, Real Estate  
21 W. Church Street (CC-6)  
Jacksonville, Florida 32202  
Attention: Director, Real Estate Services

To Seller: Forest Boulevard Baptist Church, Inc.  
4210 Forest Blvd.  
Jacksonville, FL 32246

Notice 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.

15. State Required Disclosure. The following disclosure is required to be made by the laws of the State of Florida if the Property is located within the State of Florida:

"RADON GAS" Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guideline have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit."

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. Governmental Permits and Approvals. If, at any time prior to Closing, Buyer determines that it will be unable to obtain any federal, state or local governmental permits or approvals required for its intended use of the Property, Buyer may terminate this Agreement by providing written notice thereof to Seller and the parties shall thereafter be relieved of all further obligations under this Agreement which do not specifically survive its termination, and the Earnest Money shall be returned to Buyer.

24. Awards Committee Contingency. This Agreement and purchase is wholly contingent upon Buyer being able to obtain approval from Buyer's Awards Committee for the purchase of the Property. It is understood that Buyer shall notify Seller during the Inspection Period of the decision of the Awards Committee. If the decision is "yes" this Agreement shall continue in full force and effect. If the decision is "no" Escrow Agent is irrevocably instructed to return the Earnest Money and any interest earned thereon to Buyer and this Agreement shall terminate and neither party shall have any further obligations under the terms thereof.

25. Escrow Provisions. Escrow Agent signs this Agreement for the sole purpose of accepting its engagement as escrow agent pursuant to the terms of this Agreement and agreeing to be bound by the applicable terms hereof. It is agreed that the duties of Escrow Agent with respect to the Earnest Money are only as herein specifically provided and purely ministerial in nature, and Escrow Agent shall incur no liability whatever except for willful misconduct or gross negligence, as long as Escrow Agent has acted in good faith. Buyer and Seller each release Escrow Agent from any act done or omitted to be done by Escrow Agent in good faith in the performance of its duties hereunder, except the parties shall not release Escrow Agent from willful misconduct or gross negligence. Escrow Agent is acting as stakeholder only with respect to the Earnest Money and any other monies or documents to the extent delivered to Escrow Agent pursuant to this Agreement. Escrow Agent agrees that at such time as either party alleges that there is a default entitling the other party to the Earnest Money or a document, then Escrow Agent shall send notice to Seller and Buyer advising that the other party has made demand on Escrow Agent for such Earnest Money or document. If the party alleged to be in default does not dispute Escrow Agent disbursing the Earnest Money or document within ten (10) business days of receipt of notice that Escrow Agent intends to disburse the Earnest Money or document or Escrow Agent notifies the parties that it intends to disburse a portion of the Earnest Money or a document and neither of the parties disputes such disbursement within five (5) business days after

written notice that Escrow Agent intends to disburse all or a portion of such Earnest Money or the document, then Escrow Agent is authorized to disburse the Earnest Money or document as set forth in Escrow Agent's notice. If there is any valid dispute as to whether Escrow Agent is obligated to deliver the Earnest Money or the cash or documents to close or as to whom the Earnest Money, or cash or documents to close is to be delivered, Escrow Agent shall not make any delivery, but in such event, Escrow Agent shall hold same until receipt by it of an authorization in writing, directing the disposition of same executed by Buyer and Seller or in the absence of such authorization, Escrow Agent shall hold the Earnest Money and/or the cash or documents to close until final determination of the rights of the parties in the appropriate proceedings. If such written authorization is not given or proceedings for such determination are not begun within thirty (30) days of written demand by Escrow Agent to Seller and Buyer and diligently continued, Escrow Agent may bring an appropriate action or proceeding to interplead such deposits or documents. Any such interpleader action must be brought in the County in which the Property is located. Escrow Agent shall be reimbursed for all costs and expenses of such action or proceeding, including, without limitation, reasonable attorneys' fees and disbursements, by the party determined to have wrongfully disputed Escrow Agent's authority to disburse. Upon making delivery of the Earnest Money and/or the cash or documents to close, Escrow Agent shall have no further liability unless such delivery constituted willful misconduct or gross negligence.

Buyer may at any time remove the Escrow Agent and appoint a successor. The Escrow Agent may resign at any time from its obligations hereunder by providing written notice to the Seller and Buyer. Such resignation shall be effective on the date set forth in such written notice, which shall be no earlier than ten (10) business days after such written notice has been furnished. In such event, the Buyer shall promptly appoint a mutually acceptable successor escrow agent. In the event no successor escrow agent has been appointed on or prior to the date such resignation is to become effective, the Escrow Agent shall be entitled to tender into the custody of any court of competent jurisdiction all funds and other property then held by the Escrow Agent hereunder and the Escrow Agent shall thereupon be relieved of all further duties and obligations hereunder. The Escrow Agent shall have no responsibility for the appointment of a successor escrow agent hereunder.

The provisions of this Section shall survive Closing or any earlier termination of this Agreement.

26. Adjacent Parcel Contingency. In order to assemble a suitable parcel for Buyer's intended development, Buyer intends to acquire an additional adjacent parcel (the "Additional Parcel") from Eric Evans and Linda Evans. Buyer's obligation to close the purchase of the Property hereunder is contingent upon Buyer's acquisition of title to the Additional Parcel. In the event that Buyer is unable or unwilling to acquire the Additional Parcel or a purchase agreement for the Additional Parcel is terminated, Buyer may, at its option, terminate this Agreement, and receive the return of the Earnest Money.



**IN WITNESS WHEREOF**, Buyer and Seller have caused these presents to be signed in their names on the day and year set forth below.

**BUYER:**

**JEA**, a body politic and corporate

By: \_\_\_\_\_  
Jordan Pope  
Director, Real Estate Services

Date: \_\_\_\_\_

**SELLER:**

**Forest Boulevard Baptist Church, Inc.**, a  
Florida not-for-profit corporation

By: Annette Ransom  
Annette Ransom, its President *PCFD*

Date: 9-23-2020

**IN WITNESS WHEREOF**, Buyer and Seller have caused these presents to be signed in their names on the day and year set forth below.

**BUYER:**

JEA, a body politic and corporate

By: *Jordan Pope*  
Jordan Pope  
Director, Real Estate Services

Date: 9-24-20

**SELLER:**


**Forest Boulevard Baptist Church, Inc.**, a  
Florida not-for-profit corporation

By: \_\_\_\_\_  
Annette Ransom, its President

Date: \_\_\_\_\_

Escrow Agent has executed this Agreement in order to confirm that the Escrow Agent has received and shall hold the Earnest Money in escrow, and shall disburse the Earnest Money pursuant to the provisions of Section 25.

Edwards, Cohen, Dawson, Noble & Dawes, P.A.

By:   
Print: Brian Dawes  
Its: V.P.  
Date: 9-28-20

**EXHIBIT A**

**DESCRIPTION OF PROPERTY**

A parcel of land, being a portion of Lots 2 and 3, Roland Heights - Unit No. 3, City of Jacksonville, as shown on the plat thereof, recorded in Plat Book 23, page 24, of the current public records of Duval County, Florida, said parcel of land being more particularly described as follows:

For a point of beginning, begin at the monumented Northwest corner of said Lot 2, Block 3, Roland Heights - Unit No. 3, aforesaid point being the common corner between Lots 2, 39, 40 and 41, Block 3 (said point being monumented with a 1" iron pipe) and run thence North 89°31'10" East, along the monumented common boundary line between Lots 2, 41 and 42, a distance of 220.94 feet, to a point, which lies 10.00 feet westerly of the common corner between Lots 1 and 42, Block 3; run thence, South 00°41'30" East, parallel with the Westerly right of way line of Forest Boulevard, as shown on the aforesaid Plat Of Roland Heights - Unit No. 3, a distance of 200.00 feet, to a point on the common boundary line between Lots 3 and 4, Block 3; run thence, South 89°31'10" West, along the aforesaid common boundary line of Lots 3 and 4, Block 3, a distance of 203.50 feet, to the monumented Southwest corner of said Lot 3, Block 3, (as also being the common corner between Lots 3, 4, 37 and 38); run thence, North 05°40'50" West, along the westerly line of said Lots 3 and then 2, (as also being the easterly line of said Lots 38, and then Lot 39), a distance of 200.83 feet, to the aforesaid Northwest corner of Lot 2, Block 3, and the point of beginning.

Project: Deerwood – Forest Blvd. Water  
Project Number: 8005953  
RE Parcel #: 146224-0000

**PURCHASE AGREEMENT**  
(Fee Simple)

THIS PURCHASE AGREEMENT (“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 **ERIC W. EVANS AND LINDA C. EVANS**, husband and wife (“Seller”).

**W I T N E S S E T H:**

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 hereby acknowledge the parties hereby agree as follows:

1. General Outline of Transaction. Seller is the owner in fee simple of that certain tract of land located in Duval County, Florida described on Exhibit A attached hereto and made a part hereof, together with all appurtenances, hereditaments and improvements located thereon (the “Property”). Buyer intends to purchase the Property from Seller, together with all of Seller’s development rights, permits, approvals, and other rights or privileges pertaining to the Property, upon the terms and conditions hereafter set forth.

2. Purchase Price and Earnest Money.

a. Purchase Price. Under the terms of this Agreement, Seller hereby agrees to sell, assign and convey the Property to Buyer and Buyer agrees to pay for and purchase the Property from Seller. In consideration of the conveyance of the Property from Seller to Buyer, Buyer shall pay to Seller at Closing, as hereinafter defined, an amount equal to \$65,000.00 (the “Purchase Price”), plus or minus net adjustments as set forth in this Agreement.

b. Earnest Money. Within ten (10) business days after Buyer and Seller have executed this Agreement, Buyer shall deliver to Edwards Cohen, as escrow agent (“Escrow Agent”), by cashier’s check or wired funds, a deposit in an amount equal to \$1,000.00 (the “Earnest Money”), to be deposited by the Escrow Agent in an IOTA trust account. If the sale of the Property is consummated pursuant to the terms of this Agreement, the Earnest Money shall be paid to Seller and applied to the payment of the Purchase Price.

3. Survey, Title, Buyer’s Review, Environmental Reports and Inspection.

a. Survey. Buyer shall within thirty (30) days after the Effective Date, at Buyer’s cost and expense, obtain a boundary survey of the Property (the “Survey”), prepared by a licensed Florida land surveyor.

b. Title. Buyer shall within thirty (30) days after the Effective Date, at Buyer’s cost and expense, obtain an owner’s title insurance commitment issued by a licensed title insurance company (“Title Insurer”), committing to insure Buyer’s fee simple title to the Property in the total amount of the Purchase Price (“Commitment”). The Commitment shall show Seller to have good and insurable title to the Property, in fee simple, and free and clear of all liens and encumbrances except taxes for the year of conveyance and subsequent years. The policy, when issued, shall insure in Buyer good and insurable title to the Property, in fee simple, free and clear

of all liens and encumbrances, subject to such other matters appearing in the Commitment which Buyer has approved or accepted as title exceptions under Section 3(c).

c. Buyer's Review. Buyer shall have thirty (30) days after receipt of the Commitment and Survey, whichever is received last, in which to examine the Survey and Commitment and to determine the nature of any defects in title to the Property and in those matters or facts disclosed by the Survey. If either the Commitment or Survey reveals any encroachments, overlaps, easements, restrictions, covenants, conditions, liens, encumbrances, other title defects, or other matters that are unacceptable to Buyer, Buyer shall give written notice to Seller of such defects prior to the expiration of the said thirty (30) day period, and Seller shall have the right, but no obligation to remedy or remove any such objectionable matters prior to the Closing Date. If Seller does not, prior to the Closing Date, cure such defects of which it has been notified, Buyer may, at its option, either (i) terminate this Agreement upon written notice to Seller and the parties shall thereafter be relieved of all further obligations under this Agreement which do not specifically survive its termination, and the Earnest Money shall be returned to Buyer; or (ii) accept the uncured defects and take title as it then exists without reduction in the Purchase Price.

d. Environmental Reports. Buyer may within thirty (30) days after the Effective Date, at Buyer's cost and expense, obtain a Phase I environmental site assessment with respect to the Property, which meets the standard of practice of the American Society of Testing Materials. Buyer shall use the services of a competent, professional consultant with expertise in the environmental site assessing process. If the Findings and Conclusions section of the Phase I environmental site assessment reports evidence of recognized environmental conditions, then, at Buyer's option, a Phase II environmental site assessment shall be performed, at Buyer's cost and expense, to address any suspicions raised in the Phase I environmental site assessment and to confirm the presence of contaminants on the Property. If, after review of the environmental site assessment(s), Buyer, in its sole discretion, determines the Property is not acceptable, Buyer shall have the right to terminate this Agreement by written notice to Seller within thirty (30) days after receipt by Buyer of the last environmental site assessment performed, whereupon the parties shall be relieved of all further obligations under this Agreement which do not specifically survive its termination, and the Earnest Money shall be returned to Buyer.

e. Inspection. Buyer and its agents shall, at their own risk and expense, at any time prior to Closing, have the right and privilege to enter upon any portion of the Property to inspect, examine, survey and otherwise perform or conduct such tests, inspections, studies, audits, or other evaluations as Buyer may deem necessary in conjunction with Buyer's acquisition of the Property, including, but not limited to, final determination of wetlands, environmental testing, and an engineering feasibility study which may include topographic surveys, core borings, soil test pits and load bearing tests, as may be required by Buyer to determine the physical characteristics of the substrata of the Property. Following Buyer's inspection of the Property, Buyer shall restore the Property to its original condition, normal wear and tear excepted. Subject to the provisions and limitations of Section 768.28, Florida Statutes, which are neither waived, expanded, or altered hereby, Buyer shall indemnify and hold Seller harmless from and against any and all claims, costs, expenses and damages to persons and/or property incurred by, through, or out of the Buyer's entry and inspections on the Property, unless caused by preexisting conditions of the Property or Seller's negligence. Seller shall deliver to Buyer, within thirty (30) days of the Effective Date, copies of all engineering studies, zoning information, soil investigations and reports, water and sewer studies, topographic maps, platting materials, site plans, permits, approvals, if any, and applications for permits and approvals, and any other materials presently in existence concerning the Property which materials will be returned by Buyer if this Agreement does not close. Seller acknowledges that Buyer may conduct its own investigation regarding the Property and the accuracy of any representations and warranties of Seller contained herein. Seller authorizes Buyer to consult with Seller's attorneys, engineers, surveyors and other agents pertaining to the Property and, at Buyer's expense, to consult those governmental agencies having jurisdiction over approvals or permits relating to the

## Property.

If any inspections disclose matters unsatisfactory to Buyer in Buyer's sole and absolute discretion, Buyer may cancel this Agreement and, if such cancellation occurs on or before one hundred twenty (120) days after the Effective Date ("Inspection Period"), receive a refund of the Earnest Money. In the event that Buyer does not terminate this Agreement prior to the end of the Inspection Period, then the Earnest Money shall be deemed non-refundable to Buyer (but fully applicable against the Purchase Price) unless this Agreement is terminated under the following circumstances (each, a "Refundability Event"):

i. Seller defaults hereunder and Buyer elects to terminate this Agreement and receive the return of the Earnest Money in accordance with Section 6;

ii. the title defects and objections of Buyer are not removed by Seller in accordance with Section 3 and Buyer elects to terminate this Agreement and receive the return of the Earnest Money in accordance with Section 3;

iii. there is a condemnation or casualty with respect to the Property and Buyer elects to terminate this Agreement and receive the return of the Earnest Money in accordance with Section 5;

iv. Buyer determines the Property is not acceptable after review of environmental site assessments and Buyer elects to terminate the Agreement and receive a return of the Earnest Money pursuant to Section 3(d); or

v. in the event there is any material adverse environmental condition of the Property arising subsequent to the Inspection Period, but prior to the Closing.

4. Deed of Conveyance. Seller shall convey to Buyer good and insurable title to the Property in fee simple by transferable and recordable fee simple special warranty deed, free and clear of all liens and encumbrances, except such matters appearing in the Commitment which Buyer has approved or accepted as title exceptions.

5. Casualty and Eminent Domain. Risk of any casualty to or loss of the Property occurring prior to Closing shall be borne by Seller. Notwithstanding the foregoing, if all or any portion of the Property or access thereto shall be damaged by fire or other casualty or taken by public authority, or notice of such proposed taking be obtained prior to the Closing Date, then Seller shall provide immediate written notice thereof to Buyer and, at Buyer's option, (i) this Agreement shall terminate and the parties shall be relieved of all further obligations under this Agreement which do not specifically survive its termination and the Earnest Money shall be returned to Buyer, or (ii) Buyer may consummate the sale, pay the full Purchase Price and have assigned to it all claims and right of recovery for such casualty or taking. Buyer shall make election in writing within ten (10) days after Seller shall have notified Buyer in writing of such taking or proposed taking or casualty damage and the Closing shall be extended if necessary to accommodate this notice period.

## 6. Default and Remedies.

a. Notice of Default. In the event either party is in default of any provision hereof, the non-defaulting party, as a condition precedent to the exercise of its remedies, shall be required to give the defaulting party written notice of the same. The defaulting party shall have ten (10) business days from the receipt of such notice to cure the default. If the defaulting party timely cures the default, the default shall be deemed waived and this Agreement shall continue in full force and effect. If the defaulting party does not timely cure such default, the non-defaulting party shall be entitled to pursue its remedies as set forth in this Section 6 below, as applicable.

b. Remedies of Seller. If Buyer shall default in the performance of any of the terms and conditions of this Agreement, or if the Closing shall not occur through the fault of Buyer, Seller shall as its sole remedy, retain the Earnest Money as liquidated damages and this Agreement shall be canceled.

c. Remedies of Buyer. If Seller shall default in the performance of any of the terms and conditions of this Agreement, or if the Closing shall not occur through the fault of Seller, Buyer may terminate this Agreement in which case the Escrow Agent is irrevocably instructed to return the Earnest Money to Buyer, and Buyer may also recover from the Seller any and all reasonable expenses paid or incurred by Buyer in connection with this Agreement, and this Agreement shall be canceled. In the alternative, Buyer may pursue any other legal or equitable remedies available to Buyer including, but not limited to, specific performance.

7. Real Estate Commission. Both parties represent and warrant to the other that it has not entered into any agreement or taken any other action which would result in a real estate brokerage commission, finder's fee or other similar charge being payable on account of this Agreement or the Closing of the Property. Each party hereby agrees to indemnify, defend and hold harmless the other party from any and all claims, demands or the cost and expense of, including reasonable attorneys' fees, arising out of any brokerage commission or fee or other compensation due or alleged to be due in connection with the transaction contemplated by this Agreement based upon any agreement alleged to have been made or other action alleged to have been taken by the indemnifying party. This indemnification shall survive the Closing of the Property or the termination of this Agreement.

8. Seller's Representations and Warranties. Seller hereby represents and warrants that as of the date hereof:

a. Seller has no knowledge of any violations of city, county, state, federal, building, land use, fire, health, safety, environmental, hazardous materials or other governmental or public agency codes, ordinances, regulations, or orders with respect to the Property, or any lands adjacent to the Property.

b. No litigation is pending, threatened or likely with respect to the Property, Seller's interest therein, or which would inhibit Buyer obtaining clear title to the Property.

c. There are no unrecorded leases, arrangements, agreements, understandings, options, contracts, or rights of first refusal affecting or relating to the Property in any way.

d. The individual signing this Agreement on behalf of Seller has the authority to bind the Seller to the agreements set forth herein.

e. Seller has not, and has no knowledge of any other person who has caused any release, threatened release, or disposal of any hazardous material at the Property in material quantity; to the knowledge of the Seller, the Property is not adversely affected by any release, threatened release, or disposal of a hazardous material originating or emanating from any other property;

f. To the best of Seller's knowledge, the Property does not contain and has not contained any: (i) underground storage tank; (ii) material amounts of asbestos containing building material; (iii) any landfills or dumps; (iv) hazardous waste management facility as defined pursuant to the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §6901, *et. seq.* (RCRA) or any comparable state law; or (v) a site on or nominated for the National Priority List promulgated pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601, *et. seq.* (CERCLA) or any state remedial priority list promulgated or published pursuant to any comparable state law;



g. Seller has not used a material quantity of any hazardous material on the Property and has conducted no hazardous material activity at the Property;

h. To the best of Seller's knowledge, Seller has no material liability for response or corrective action, natural resource damage, or other harm pursuant to CERCLA, RCRA, or any comparable state law; to the best of Seller's knowledge, Seller is not subject to, has no notice or knowledge of, and is not required to give any notice of any environmental claim involving the Seller or the Property; to the best of Seller's knowledge, there are no conditions or occurrences at the Property which could reasonably be anticipated to form the basis for an environmental claim against the Seller or the Property;

i. The Property is not subject to any, and the Seller has no knowledge of any imminent restriction on the ownership, occupancy, use, or transferability of the Property in connection with any (i) environmental law or (ii) release, threatened release, or disposal of a hazardous material.

j. The representations and warranties contained in this Section 8 shall be true and correct as of the Closing Date and shall survive the Closing.

9. Closing. The consummation of the transaction contemplated hereby for the purchase of the Property (the "Closing") shall take place on or before one hundred twenty (120) days after the Effective Date. The Closing shall take place at the offices of Escrow Agent, or at such other place as may be mutually selected by Buyer and Seller.

10. Documents to be Delivered at Closing. On or before Closing, Seller shall deliver to Buyer the following documents:

a. Special Warranty Deed conveying to Buyer fee simple title to the Property in form and content specified in Section 4 hereof;

b. Affidavit of Seller in form reasonably satisfactory to Buyer and the Title Insurer, evidencing that there have been no improvements or repairs made to the Property within ninety (90) days preceding the Closing, and sufficient in form and content to cause the Title Insurer to eliminate any exception for mechanics liens from the title policy. Such affidavit shall also evidence that Seller is in sole possession of the Property, and shall contain a certification that Seller is not a foreign person for purposes of Section 1445, Internal Revenue Code and such other certifications as may be sufficient for the Title Insurer to insure the "gap" at Closing;

c. A properly completed and executed beneficial interest affidavit and disclosure statement as required by Section 286.23, Florida Statutes, if applicable;

d. Any and all other documentation as may be reasonably required to consummate the transactions contemplated in this Agreement.

11. Possession. Possession of the Property shall be delivered to Buyer on the Closing Date.

12. Closing Costs.

a. At Closing, Buyer shall pay for (i) recording fees of the deed; (ii) all engineering and environmental studies obtained by Buyer, pursuant to Section 3(e), if any; (iii) Buyer's attorneys' fees; (iv) the Survey; (v) environmental site assessments described in Section 3(d).; and (vi) the owner's title policy issued pursuant to the Commitment described in Section 3(b).

b. At Closing, Seller shall pay for (i) Seller's attorneys' fees; (ii)

documentary stamp taxes on the deed; and (iii) recording fees for curative title documents.

13. Taxes and Assessments. All real estate taxes and assessments which are or which may become a lien against the Property shall be satisfied of record by Seller at Closing. In the event the Buyer acquires fee title to the Property between January 1 and November 1, Seller shall, in accordance with Section 196.295, Florida Statutes, place in escrow with the tax collector an amount equal to the current taxes prorated to the Closing Date, based upon the current assessment and millage rates on the Property. In the event the Buyer acquires fee title to the Property on or after November 1, Seller shall pay to the tax collector an amount equal to the taxes that are determined to be legally due and payable by the tax collector.

14. Notices. Any notice, demand, consent, authorization, request, approval or other communication (collectively, "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, and delivered personally to the other party or sent by express 24-hour guaranteed courier or delivery service, by facsimile transmission with telephone confirmation or certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows (or such other place as any party may by Notice to the other specify):

To Buyer:                   JEA, Real Estate  
                                  21 W. Church Street (CC-6)  
                                  Jacksonville, Florida 32202  
                                  Attention: Director, Real Estate Services

To Seller:                   Eric and Linda Evans  
                                  15638 Moss Hollow Dr.  
                                  Jacksonville, FL 32224

Notice 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.

15. State Required Disclosure. The following disclosure is required to be made by the laws of the State of Florida if the Property is located within the State of Florida:

“RADON GAS” Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guideline have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.”

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. Governmental Permits and Approvals. If, at any time prior to Closing, Buyer determines that it will be unable to obtain any federal, state or local governmental permits or approvals required for its intended use of the Property, Buyer may terminate this Agreement by providing written notice thereof to Seller and the parties shall thereafter be relieved of all further obligations under this Agreement which do not specifically survive its termination, and the Earnest Money shall be returned to Buyer.

24. Awards Committee Contingency. This Agreement and purchase is wholly contingent upon Buyer being able to obtain approval from Buyer's Awards Committee for the purchase of the Property. It is understood that Buyer shall notify Seller within 60 days after the Effective Date of this Agreement of the decision of the Awards Committee. If the decision is "yes" this Agreement shall continue in full force and effect. If the decision is "no" Escrow Agent is irrevocably instructed to return the Earnest Money and any interest earned thereon to Buyer and this Agreement shall terminate and neither party shall have any further obligations under the terms thereof.

25. Escrow Provisions. Escrow Agent signs this Agreement for the sole purpose of accepting its engagement as escrow agent pursuant to the terms of this Agreement and agreeing to be bound by the applicable terms hereof. It is agreed that the duties of Escrow Agent with respect to the Earnest Money are only as herein specifically provided and purely ministerial in nature, and Escrow Agent shall incur no liability whatever except for willful misconduct or gross negligence, as long as Escrow Agent has acted in good faith. Buyer and Seller each release Escrow Agent from any act done or omitted to be done by Escrow Agent in good faith in the performance of its duties hereunder, except the parties shall not release Escrow Agent from willful misconduct or gross negligence. Escrow Agent is acting as stakeholder only with respect to the Earnest Money and any other monies or documents to the extent delivered to Escrow Agent pursuant to this Agreement. Escrow Agent agrees that at such time as either party alleges that there is a default entitling the other party to the Earnest Money or a document, then Escrow Agent shall send notice to Seller and Buyer advising that the other party has made demand on Escrow Agent for such Earnest Money or document. If the party alleged to be in default does not dispute Escrow Agent disbursing the Earnest Money or document within ten (10) business days of receipt of notice that Escrow Agent intends to disburse the Earnest Money or document or Escrow Agent notifies the parties that it intends to disburse a portion of the Earnest Money or a

document and neither of the parties disputes such disbursement within five (5) business days after written notice that Escrow Agent intends to disburse all or a portion of such Earnest Money or the document, then Escrow Agent is authorized to disburse the Earnest Money or document as set forth in Escrow Agent's notice. If there is any valid dispute as to whether Escrow Agent is obligated to deliver the Earnest Money or the cash or documents to close or as to whom the Earnest Money, or cash or documents to close is to be delivered, Escrow Agent shall not make any delivery, but in such event, Escrow Agent shall hold same until receipt by it of an authorization in writing, directing the disposition of same executed by Buyer and Seller or in the absence of such authorization, Escrow Agent shall hold the Earnest Money and/or the cash or documents to close until final determination of the rights of the parties in the appropriate proceedings. If such written authorization is not given or proceedings for such determination are not begun within thirty (30) days of written demand by Escrow Agent to Seller and Buyer and diligently continued, Escrow Agent may bring an appropriate action or proceeding to interplead such deposits or documents. Any such interpleader action must be brought in the County in which the Property is located. Escrow Agent shall be reimbursed for all costs and expenses of such action or proceeding, including, without limitation, reasonable attorneys' fees and disbursements, by the party determined to have wrongfully disputed Escrow Agent's authority to disburse. Upon making delivery of the Earnest Money and/or the cash or documents to close, Escrow Agent shall have no further liability unless such delivery constituted willful misconduct or gross negligence.

Buyer may at any time remove the Escrow Agent and appoint a successor. The Escrow Agent may resign at any time from its obligations hereunder by providing written notice to the Seller and Buyer. Such resignation shall be effective on the date set forth in such written notice, which shall be no earlier than ten (10) business days after such written notice has been furnished. In such event, the Buyer shall promptly appoint a mutually acceptable successor escrow agent. In the event no successor escrow agent has been appointed on or prior to the date such resignation is to become effective, the Escrow Agent shall be entitled to tender into the custody of any court of competent jurisdiction all funds and other property then held by the Escrow Agent hereunder and the Escrow Agent shall thereupon be relieved of all further duties and obligations hereunder. The Escrow Agent shall have no responsibility for the appointment of a successor escrow agent hereunder.

The provisions of this Section shall survive Closing or any earlier termination of this Agreement.

26. Adjacent Parcel Contingency. In order to assemble a suitable parcel for Buyer's intended development, Buyer intends to acquire an additional adjacent parcel (the "Additional Parcel") from Forest Boulevard Baptist Church, Inc.. Buyer's obligation to close the purchase of the Property hereunder is contingent upon Buyer's acquisition of title to the Additional Parcel. In the event that Buyer is unable or unwilling to acquire the Additional Parcel or a purchase agreement for the Additional Parcel is terminated, Buyer may, at its option, terminate this Agreement, and receive the return of the Earnest Money.

IN WITNESS WHEREOF, Buyer and Seller have caused these presents to be signed in their names on the day and year set forth below.

**BUYER:**

JEA, a body politic and corporate

By: \_\_\_\_\_  
Jordan Pope  
Director, Economic Development  
and Real Estate

Date: \_\_\_\_\_

**SELLER:**

*Eric W. Evans*  
\_\_\_\_\_  
Eric W. Evans

Date: 4/30/2020

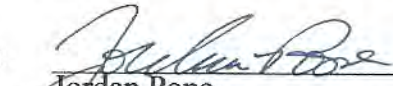
*Linda C. Evans*  
\_\_\_\_\_  
Linda C. Evans

Date: 4/30/2020

**IN WITNESS WHEREOF**, Buyer and Seller have caused these presents to be signed in their names on the day and year set forth below.

**BUYER:**

JEA, a body politic and corporate

By:   
Jordan Pope  
Director, ~~Economic Development~~  
and Real Estate *Services*

Date: 7-28-20

**SELLER:**

Eric W. Evans

Date: \_\_\_\_\_

Linda C. Evans

Date: \_\_\_\_\_

Escrow Agent has executed this Agreement in order to confirm that the Escrow Agent has received and shall hold the Earnest Money in escrow, and shall disburse the Earnest Money pursuant to the provisions of Section 25.

Edwards, Cohen, Dawson, Noble & Dawes, P.A.

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT A**

**DESCRIPTION OF PROPERTY**

Lot 4, Block 3, Roland Heights, Unit 3, according to plat thereof recorded in Plat Book 23, page 24, of the current public records of Duval County, Florida.

RE# 146224-0000



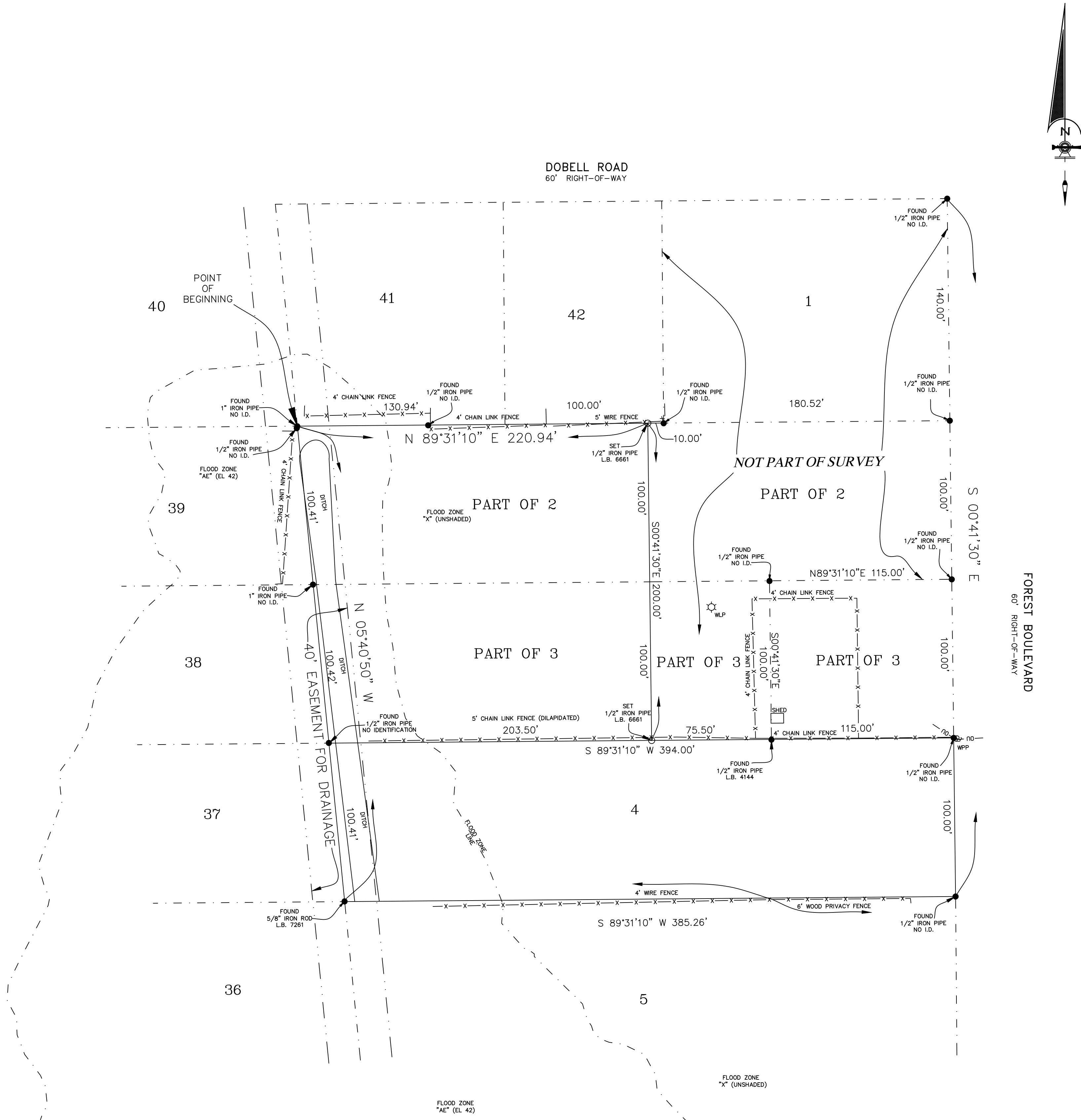
# MAP SHOWING BOUNDARY SURVEY OF

A PARCEL OF LAND, BEING A PORTION OF LOTS 2 AND 3, 'ROLAND HEIGHTS ~ UNIT No. 3', CITY OF JACKSONVILLE, AS SHOWN ON THE PLAT THEREOF, RECORDED IN PLAT BOOK 23, PAGE 24 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, BEGIN AT THE MONUMENTED NORTHWEST CORNER OF SAID LOT 2, BLOCK 3, 'ROLAND HEIGHTS ~ UNIT No. 3', AFORESAID POINT BEING THE COMMON CORNER BETWEEN LOTS 2, 39, 40 AND 41, BLOCK 3 (SAID POINT BEING MONUMENTED WITH A 1" IRON PIPE) AND RUN THENCE NORTH 89°31'10" EAST, ALONG THE MONUMENTED COMMON BOUNDARY LINE BETWEEN LOTS 2, 41 AND 42, A DISTANCE OF 220.94 FEET, TO A POINT, WHICH LIES 10.00 FEET WESTERLY OF THE COMMON CORNER BETWEEN LOTS 1 AND 42, BLOCK 3; RUN THENCE, SOUTH 00°41'30" EAST, PARALLEL WITH THE WESTERLY RIGHT OF WAY LINE OF 'FOREST BOULEVARD', AS SHOWN ON THE AFORESAID PLAT OF 'ROLAND HEIGHTS ~ UNIT No. 3', A DISTANCE OF 200.00 FEET, TO A POINT ON THE COMMON BOUNDARY LINE BETWEEN LOTS 3 AND 4, BLOCK 3; RUN THENCE, SOUTH 89°31'10" WEST, ALONG THE AFORESAID COMMON BOUNDARY LINE OF LOTS 3 AND 4, BLOCK 3, A DISTANCE OF 203.50 FEET, TO THE MONUMENTED SOUTHWEST CORNER OF SAID LOT 3, BLOCK 3, (AND ALSO BEING THE COMMON CORNER BETWEEN LOTS 3, 4, 37 AND 38); RUN THENCE, NORTH 05°40'50" WEST, ALONG THE WESTERLY LINE OF SAID LOTS 3 AND THEN 2, (AND ALSO BEING THE EASTERLY LINE OF SAID LOTS 38, AND THEN 39), A DISTANCE OF 200.83 FEET, TO THE AFORESAID NORTHWEST CORNER OF LOT 2, BLOCK 3, AND THE POINT OF BEGINNING.

TOGETHER WITH LOT 4, BLOCK 3, 'ROLAND HEIGHTS ~ UNIT No. 3', CITY OF JACKSONVILLE, AS SHOWN ON THE PLAT THEREOF, RECORDED IN PLAT BOOK 23, PAGE 24 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

SUBJECT TO THAT EASEMENT FOR DRAINAGE AS SHOWN ON THE AFORESAID PLAT OF 'ROLAND HEIGHTS ~ UNIT No. 3'.



NOTE: NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

- NOTES:**
- BEARINGS ARE BASED ON THE WESTERLY R/W LINE OF FOREST BOULEVARD, AS S 00°41'30" E, PER PLAT.
  - THIS IS A BOUNDARY SURVEY OF THE LANDS DESCRIBED HEREON.
  - ELEVATIONS SHOWN THIS (15.0) REFER TO THE US DEPARTMENT OF COMMERCE, NATIONAL OCEANIC & ATMOSPHERIC ADMINISTRATION (NOAA), NATIONAL GEODETIC SURVEY (NGS) DATUM, NORTH AMERICAN VERTICAL DATUM OF 1988, (NAVD OF 1988).
  - BY GRAPHIC PLOTTING ONLY, THE PROPERTY SHOWN HEREON APPEARS TO LIE WITHIN ZONES "X" (UNSHADED) AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (F.E.M.A.), NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP (F.I.R.M.) COMMUNITY PANEL NUMBER: "AE" (EL 42) 1220077 0383 H; MAP REVISED DATE: 06/03/2013, MAP NUMBER: 12231003934.
  - UNLESS OTHERWISE NOTED, ANY PORTION OF THE PARCEL THAT MAY BE DEEMED AS WETLANDS BY STATE OR GOVERNMENTAL AGENCIES, HAS BEEN DETERMINED AND ANY LIABILITY RESULTING THEREFROM IS NOT THE RESPONSIBILITY OF THE UNDERSIGNED.
  - THERE MAY BE RESTRICTIONS OR EASEMENTS OF RECORD EVIDENCED BY TITLE EXAMINATION THAT HAVE NOT BEEN SHOWN HEREON.

ABBREVIATIONS THAT MAY BE USED IN THIS SURVEY	
P.C.P.	PERMANENT CONTROL POINT
P.R.M.	PERMANENT REFERENCE MONUMENT
P.O.C.	POINT ON CURVE
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENCY
P.C.C.	POINT OF COMPOUND CURVE
P.R.C.	POINT OF REVERSE CURVATURE
P.I.	POINT OF INTERSECTION
R/W	RIGHT OF WAY
O.R. V.	OFFICIAL RECORDS VOLUME
F.B.	FIELD BOOK
NO.	NUMBER
BRL	BUILDING RESTRICTION LINE
ESMT	EASEMENT
L.B.	LICENSED BUSINESS
WLP	WOOD LIGHT POLE
WPP	WOOD POWER POLE
OU	OVERHEAD UTILITIES
EL	ELEVATION
W/	WITH
NO I.D.	NO IDENTIFICATION
F.M.	FIELD MEASURED
R=	RADIUS EQUALS
CH=	ARC LENGTH EQUALS
Δ=	CHORD BEARING & DISTANCE EQUALS
Δ=	DELTA OR CENTRAL ANGLE EQUALS
I.P.	IRON PIPE
CONC.	CONCRETE

LEGEND		DATE	
□	DENOTES CONCRETE MONUMENT	DATE	JUNE 3, 2020
X-X	DENOTES FENCE	SCALE	1" = 40'
○	DENOTES 1/2" IRON PIPE SET	JOB NO.	50034
●	DENOTES 1/2" IRON PIPE	F. BOOK(S)	
X	DENOTES CROSS CUT	PAGE(S)	
		COMPUTER FILE NAME	RHEIGHTS_LOTS_2_3_4.DWG
			(JON ON SERVER)

**A & J LAND SURVEYORS, INC.**  
 CERTIFICATE OF AUTHORIZATION NO. LB 6661  
 PROFESSIONAL LAND SURVEYORS  
 5847 LUELLE STREET  
 JACKSONVILLE, FLORIDA 32207  
 OFFICE: (904) 346-1733  
 FAX: (904) 346-1736

*(Signature)*  
 JONATHAN B. BOWAN, STATE OF FLORIDA  
 REGISTERED LAND SURVEYOR, CERTIFICATE NUMBER 4600

July 25, 2020

Mr. Brandon L. Traub  
Real Estate Coordinator  
JEA  
21 West Church St., CC-6  
Jacksonville, Florida 32202

RE: Appraisal of: Deerwood Well Site - Church Parcel  
4210 Forest Boulevard  
Jacksonville, Duval County, Florida  
CBRE, Inc. File No. 20-341SE-3877-1

Dear Mr. Traub:

At your request and authorization, I have prepared an appraisal of the market value of the referenced property. The analysis is presented in the following Appraisal Report.

The subject is a 6,400-square foot religious facility located at 4210 Forest Boulevard in Jacksonville, Florida. The improvements were constructed in 1962 and are situated on a 2.164-acre site.

This Appraisal Report will consider "land and affected improvements only" within a Before, Acquisition and Remainder analysis. In the context of this appraisal, affected improvements refer to those site improvements located within the area of the proposed acquisition. Therefore, only the Sales Comparison Approach "as vacant" will be utilized for the valuation of the parent tract. The remainder appraisal is to provide an opinion of the market value of the remainder property (land only), assuming the improvements associated with the proposed project have been completed. This is considered a hypothetical condition.

Based upon my independent appraisal and the exercise of my professional judgment, my opinion of the market value for the part taken, including net severance damages after special benefits, if any, of the property appraised as of July 14, 2020, is \$104,000.

Mr. Brandon L. Traub

July 25, 2020

Page 2

Market value should be allocated as follows:

<b>MARKET VALUE ALLOCATION</b>	
	Partial Acquisition
Land	\$104,000
Improvements	\$0
Net Damages &/or Cost to Cure	\$0
<b>Total</b>	<b>\$104,000</b>

The report, in its entirety, including all assumptions and limiting conditions, is an integral part of, and inseparable from, this letter.

The following appraisal sets forth the most pertinent data gathered, the techniques employed, and the reasoning leading to the opinion of value. The analyses, opinions and conclusions were developed based on, and this report has been prepared in conformance with, the guidelines and recommendations set forth in the Uniform Standards of Professional Appraisal Practice (USPAP), and the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

It has been a pleasure to assist you in this assignment. If you have any questions concerning the analysis, please contact me.

Respectfully submitted,

CBRE - VALUATION & ADVISORY SERVICES



---

Nick Chop, MAI, R/W-AC  
Director – Southeast Division  
Cert Gen RZ2660  
Phone: +1 9043672011  
Email: Nick.Chop@cbre.com



806 Riverside Avenue  
Jacksonville, FL 32204

T +1 9043672011  
www.cbre.com

July 24, 2020

Mr. Brandon L. Traub  
Real Estate Coordinator  
JEA  
21 West Church St., CC-6  
Jacksonville, Florida 32202

RE: Appraisal of: Deerwood Well Site - Evans Parcel  
Forest Boulevard  
Jacksonville, Duval County, Florida  
CBRE, Inc. File No. 20-341SE-3878-1

Dear Mr. Traub:

At your request and authorization, I have prepared an appraisal of the market value of the referenced property. The analysis is presented in the following Appraisal Report.

The subject is a 0.894-acre (38,962 sq. ft.) tract of vacant residential land located along the westerly side of Forest Boulevard in Jacksonville, Florida.

The Appraisal Report will consider the subject property within a Before and Acquisition analysis. It presents summary discussions of the data, reasoning, and analysis that were used in the appraisal process to develop the appraiser's opinions of market value. Compensation for the acquisition will be the same as the Before Value as this is a whole taking.

Based upon my independent appraisal and the exercise of my professional judgment, my opinion of the market value for the part taken, including net severance damages after special benefits, if any, of the property appraised as of July 14, 2020, is \$95,500.

Mr. Brandon L. Traub

July 24, 2020

Page 2

Market value should be allocated as follows:

<b>MARKET VALUE ALLOCATION</b>	
	Whole Take
Land	\$95,500
Improvements	\$0
Net Damages &/or Cost to Cure	\$0
<b>Total</b>	<b>\$95,500</b>

The report, in its entirety, including all assumptions and limiting conditions, is an integral part of, and inseparable from, this letter.

The following appraisal sets forth the most pertinent data gathered, the techniques employed, and the reasoning leading to the opinion of value. The analyses, opinions and conclusions were developed based on, and this report has been prepared in conformance with, the guidelines and recommendations set forth in the Uniform Standards of Professional Appraisal Practice (USPAP), and the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

It has been a pleasure to assist you in this assignment. If you have any questions concerning the analysis, please contact me.

Respectfully submitted,

CBRE - VALUATION & ADVISORY SERVICES



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Nick Chop, MAI, R/W-AC  
Director – Southeast Division  
Cert Gen RZ2660  
Phone: +1 9043672011  
Email: Nick.Chop@cbre.com



## Formal Bid and Award System

Award #11 December 10, 2020

**Type of Award Request:** MISCELLANEOUS  
**Requestor Name:** Traub, Brandon L. – Real Estate Coordinator  
**Requestor Phone:** 904-665-6581  
**Project Title:** PVCP/Gate Property Swap – Real Estate Award  
**Project Number:** N/A  
**Project Location:** JEA  
**Funds:** N/A

### Scope of Work:

JEA intends to complete a property swap between JEA, a body politic and corporate (“JEA”), and PV Commercial Properties, Inc., a Florida corporation (“PVCP”), and Gate Petroleum Company, a Florida corporation (“Gate”). PVCP and Gate are affiliated companies. This is a land swap and no money is actually changing hands. The deeds are set up to be from and to PVCP.

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

### RECOMMENDED AWARDEE(S):

Name	Address	Amount
PV COMMERCIAL PROPERTIES, INC.	9540 San Jose Blvd., Jacksonville, Florida 32257	\$0.00

**Amount for entire term of Contract/PO:** \$0.00  
**Award Amount for remainder of this FY:** \$0.00  
**Length of Contract/PO Term:** Project Completion  
**Begin Date (mm/dd/yyyy):** 12/04/2020  
**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.

This project is regarding a proposed swap of two parcels owned by JEA and Gate (as PVCP) in the Ponte Vedra area. The proposed swap would allow JEA to gain .71 acres of Gate owned lands immediately south of JEA’s Ponte Vedra Wastewater Treatment Plant (WWTP). Gate would gain an unused .71 acres of JEA’s Ponte Vedra WWTP to accommodate a future expansion/rebuild of their adjacent convenience store. Please see attached surveys, “Survey Gate” and “Survey JEA”.

JEA and Gate requested a third-party appraisal (see attachment “Appraisal pages”) that valued the current JEA property at \$70k/acre and the current Gate property at \$75k/acre. In this scenario, JEA would give up a \$49,700.00 parcel (.71 acres @ \$70k/acre) and gain a \$53,250.00 parcel (.71 acres @ \$75k/acre).

Additionally, JEA would retain an easement over the parcel it is giving up. (See attachments “Special Warranty Deed – JEA to PVCP” & “Special Warranty Deed PVCP to JEA”). Gate has agreed to the swap with no additional consideration given the difference in value between the parcels. The final attachment (“Swap Agreement”) is the general outline of the agreement. The property surveys, swap agreement and appraisal have been attached as backup.

The property has been vetted internally and to other governmental agencies and no group or agency has declared a need for the property. The swap agreement and associated documents have been reviewed and approved by OGC and the Real Property Procurement Officer. Real Estate Services requests that the Awards Committee declare the JEA property surplus to the needs of JEA and approve the swap agreement as presented.

Request approval to complete a property swap for the subject parcels between JEA, a body politic and corporate (“JEA”), and PV Commercial Properties, Inc., a Florida corporation (“PVCP”), and Gate Petroleum Company, a Florida corporation (“Gate”) in the amount of \$0.00, 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:**

*Heather Beard*

12/10/2020

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**Chairman, Awards Committee**

**Date**

---

**Budget Representative**

**Date**

---







## Land Swap Agreement

THIS LAND SWAP AGREEMENT (the "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2020 (the "Effective Date"), by and between JEA, a body politic and corporate ("JEA"), and PV COMMERCIAL PROPERTIES, INC., a Florida corporation ("PVCP"), and Gate Petroleum Company, a Florida corporation ("Gate").

### RECITALS:

A. JEA is the owner of that certain real property located in St. Johns County, Florida being a portion of tax parcel #051280-0010, and more particularly described in Exhibit A attached hereto ("Parcel 1").

B. PVCP is the owner of that certain real property located in St. Johns County, Florida, being a portion of tax parcel # 051280-0030, and more particularly described in Exhibit B attached hereto ("Parcel 2").

C. Gate is the owner of that certain real property located in St. Johns County, Florida being tax parcel #051280-0020, and more particularly described in Exhibit C attached hereto ("Gate Parcel").

D. Parcel 1 and Parcel 2 are of equal size and value. The parties have agreed the value of each parcel is \$10,000.00.

E. JEA has determined that Parcel 1 is surplus to the needs of JEA.

F. JEA and PVCP have agreed to exchange fee simple title to Parcel 1 and Parcel 2, and other certain terms and conditions, as set forth herein.

NOW, THEREFORE, in consideration of the mutual premises, the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, JEA and PVCP hereby agree as follows:

1. Exchange of Properties. Subject to the terms and conditions of this Agreement, at Closing JEA shall convey fee simple title to Parcel 1 to PVCP, and PVCP shall convey fee simple title to Parcel 2 to JEA.

2. Access to JEA Wastewater Plant; Fences.

(a) The parties acknowledge that JEA's ingress and egress to its wastewater plant site (of which Parcel 1 is currently a part of) is through the Gate Parcel via that certain easement reserved in Warranty Deed recorded in Official Records Book 761, Page 1690 ("Existing Easement"). At Closing, JEA shall reserve an ingress, egress, and utility easement upon Parcel 1 ("Reserved Easement") so that JEA may continue to have legal access and utility rights connecting to its wastewater plant site from SR A1A through the Gate Parcel via the Existing Easement and Reserved Easement (the Existing Easement and Reserved Easement are referred to

collectively as “JEA’s Easement”. JEA agrees that JEA’s Easement may be relocated in the future upon request from PVCP and/or Gate, provided that a new dedicated and defined easement shall be granted to JEA, and PVCP and/or Gate shall be responsible for costs associated with relocation of any utilities, construction of a new driveway within the new easement area, and the relocation or construction of a new security gate providing access to JEA’s plant site. The plan for such relocation is subject to JEA’s review and approval in its commercially reasonable discretion. JEA agrees to execute a recordable amendment to JEA’s Easement subsequent to completion of the relocation in accordance with this Agreement, and upon request by Gate and/or PVCP.

(b) At such time as PVCP and/or Gate relocates JEA’s utilities, access driveway and security gate, PVCP and/or Gate may relocate the existing fences located on Parcel 1 to the boundary of such lands.

(c) Upon request of PVCP or Gate, JEA agrees to execute an amendment of the easement recorded in St. Johns County Official Records Volume 1023, page 1037 following location of JEA’s facilities and equipment, to limit the areas of the encumbered property to solely to the areas on which such equipment and facilities have been installed and such appropriate surrounding areas to allow for the proper access, maintenance, operation, replacement and repair of the facilities.

3. Restrictive Covenant. JEA requires a right of entry over Parcel 1 for the purposes of access, installation, monitoring, and sampling activities in connection with a groundwater monitoring well located thereon. At Closing, the parties shall execute a Declaration of Covenants, Conditions and Restrictions, and Right of Entry (“Declaration”), in the form previously agreed to by the parties.

4. Expired Lease. At Closing, JEA and PVCP shall execute and record a Termination of Lease to evidence of record the expiration of that certain lease between PVCP and JEA’s predecessor in interest (Jacksonville Suburban Utilities Corporation), as evidenced by the following documents recorded in the public records of St. Johns County, Florida: Memorandum of Lease in Official Records Book 1023, Page 1031 as modified by Modified Memorandum of Lease in Official Records Book 1101, Page 427.

5. Documents to be delivered at Closing.

A. JEA shall deliver to PVCP at Closing:

- (i) Special Warranty Deed conveying fee simple title to Parcel 1, subject to the Reserved Easement.
- (ii) An Owner’s No Lien and Possession Affidavit.
- (iii) The Declaration.
- (iv) The Termination of Lease.
- (v) Any and all other documentation as may be reasonably required to consummate the transactions contemplated in this Agreement.

B. PVCP shall deliver to JEA at Closing:

- (i) Special Warranty Deed conveying fee simple title to Parcel 2.
- (ii) An Owner's No Lien and Possession Affidavit.
- (iii) The Termination of Lease.
- (iv) The Declaration.
- (v) Any and all other documentation as may be reasonably required to consummate the transactions contemplated in this Agreement.

6. Closing Costs.

(a) At Closing, JEA shall pay for (i) recording fees for the deed conveying Parcel 2, and the Declaration; (ii) JEA's attorneys fees; and (iii) title commitment and owner's title policy for Parcel 2.

(b) At Closing, PVCP shall pay for (i) recording fees for the deed conveying Parcel 1, and the Termination of Lease; (ii) PVCP's attorneys fees; (iii) title commitment and owner's title policy for Parcel 1, and (iv) documentary stamp taxes due on the deeds conveying Parcel 1 and Parcel 2, respectively (based upon a value of \$10,000.00).

7. Taxes and Assessments.

(a) Parcel 1 has been exempt from ad valorem taxes while owned by JEA. Accordingly, no tax pro-ration shall be made as to Parcel 1.

(b) With respect to Parcel 2, PVCP shall, in accordance with Section 196.295, Florida Statutes, place in escrow with the tax collector an amount equal to the current taxes prorated to the date of Closing, based upon the current assessment and millage rates. In the event Closing occurs on or after November 1, PVCP shall pay to the tax collector an amount equal to the taxes that are determined to be legally due and payable by the tax collector.

8. Brokers. Each party represents and warrants to the other that it has not dealt with any real estate broker, salesman, or agent in connection with the transaction contemplated by this Agreement. Each party shall indemnify the other from any and all claims, demands, costs, and expenses arising out of any brokerage commission or fee or other compensation due or alleged to be due in connection with the transaction contemplated by this Agreement based upon any agreement alleged to have been made or other action alleged to have been taken by JEA or PVCP, as the case may be. This indemnification shall survive closing.

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

**JEA,**  
a body politic and corporate

By: \_\_\_\_\_  
Jordan Pope  
Director, Economic Development and Real Estate

Form Approved: \_\_\_\_\_

**PV COMMERCIAL PROPERTIES, INC.,**  
a Florida corporation

By: \_\_\_\_\_  
Rebecca Hamilton, Vice President

**GATE PETROLEUM COMPANY,**  
a Florida corporation

By: \_\_\_\_\_  
Rebecca Hamilton, Vice President

**EXHIBIT A**

Parcel 1  
(JEA to PVCP)

A PORTION OF GOVERNMENT LOT 16, SECTION 16, TOWNSHIP 3 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 16; THENCE NORTH 89°55'43" EAST, ALONG THE NORTHERLY LINE OF GOVERNMENT LOT 16, A DISTANCE OF 212.61 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°55'43" EAST, ALONG LAST SAID LINE, 126.24 FEET TO THE WESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 761, PAGE 1690 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 00°04'17" EAST, ALONG LAST SAID LINE, 245.00 FEET; THENCE SOUTH 89°55'43" WEST, 126.24 FEET; THENCE NORTH 00°04'17" WEST, 245.00 FEET TO THE POINT OF BEGINNING.

**EXHIBIT B**

Parcel 2  
(PVCP to JEA)

A PORTION OF GOVERNMENT LOT 16, SECTION 16, TOWNSHIP 3 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 16; THENCE NORTH 89°55'43" EAST, ALONG THE NORTHERLY LINE OF GOVERNMENT LOT 16, A DISTANCE OF 663.85 FEET, TO THE WESTERLY RIGHT OF WAY LINE OF PONCE DELEON BOULEVARD (ALSO KNOWN AS STATE ROAD NO. A-1-A, A 188' RIGHT OF WAY, AS NOW ESTABLISHED), AND THE ARC OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG LAST SAID LINE AND ALONG AND AROUND ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2952.93 FEET, AN ARC DISTANCE OF 313.25 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 09°29'51" EAST, 313.11 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 12°32'11" EAST, 760.47 FEET TO THE SOUTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3032, PAGE 1546 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 88°39'35" WEST, ALONG LAST SAID LINE, 256.58 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°17'50" EAST, 51.51 FEET; THENCE SOUTH 88°39'35" WEST, 600.50 FEET TO THE EASTERLY LINE OF DELEON SHORES - UNIT FIVE, AS RECORDED IN MAP BOOK 13, PAGE 49 OF SAID PUBLIC RECORDS; THENCE NORTH 01°10'31" WEST, ALONG LAST SAID LINE, 51.51 FEET TO THE SOUTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1700, PAGE 112 OF SAID PUBLIC RECORDS; THENCE NORTH 88°39'35" EAST, ALONG LAST SAID LINE, 600.39 FEET TO THE POINT OF BEGINNING.

## EXHIBIT C

### Gate Parcel

That certain tract or parcel of land being a portion of Government Lot 16, Section 16, Township 3 South, Range 29 East, St. Johns County, Florida, being more particularly described as commencing at the common corner of Government Lots 9, 10, 15 and 16, said corner also being the Northeasterly corner of Lot 44, DeLeon Shores Unit 6 Subdivision, as recorded in Map Book 13, Page 104 and 105 of the Public Records of said County; thence North  $89^{\circ}55'43''$  East, along the Northerly line of said Government Lot 16, a distance of 338.85 feet to a point for the point of beginning; thence continue North  $89^{\circ}55'43''$  East along said Northerly Government Lot line, 325.00 feet to a point in a curve, said point being situated on the Westerly right of way line of Ponce DeLeon Boulevard (State Road No. A-1-A, a 188 foot right of way); thence along said curve to the left in said Westerly right of way line, said curve being concave to the East and having a radius of 2952.93 feet, a distance of 247.91 feet, as measured along a chord bearing South  $8^{\circ}51'51''$  East; thence South  $89^{\circ}55'43''$  West and parallel to said Northerly line of Government Lot 16 and 245 feet distant therefrom, as measured at right angles thereto, a distance of 362.90 feet; thence North  $0^{\circ}04'17''$  West, 245.00 feet to the point of beginning. Containing 83,837 square feet more or less or 1.925 acres more or less.

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**APPRAISALS**

*Of*

**TWO (2) PARCELS OF LAND  
(No Improvements Considered)**

*Located*

**NEAR/ALONG THE WESTERLY SIDE OF S.R. A1A IN PONTE VEDRA (ST. JOHNS COUNTY), SOUTHERLY OF MARLIN AVE. & NORTHERLY OF DOLPHIN BLVD.**

*With Tax Parcel #'s and (Ownership) of*

**051280-0010 (JEA)**

**&**

**051280-0030 (PV Commercial Properties)**

*As of*

**July 18, 2020**

**(EFFECTIVE DATE OF APPRAISAL)**

**PREPARED FOR**

**MR. JORDAN POPE  
DIRECTOR – ECONOMIC DEVELOPMENT & REAL ESTATE  
JEA**

**21 WEST CHURCH STREET  
JACKSONVILLE, FLORIDA 32202-3139**

**PREPARED BY**

**CHARLES E. FUTRAL, MAI  
7529 NW 136<sup>TH</sup> STREET  
GAINESVILLE, FLORIDA 32653**

*Futral Valuations, LLC*  
*Charles E. (Ed) Futral, MAI*  
7529 N.W. 136<sup>th</sup> Street · Gainesville, Florida 32653  
Phone: (352) 317-8300 · Email: [ed.futral@gmail.com](mailto:ed.futral@gmail.com)

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August 4, 2020

Mr. Jordan Pope  
Director – Economic Development & Real Estate  
JEA  
21 West Church Street  
Jacksonville, Florida 32202-3139

**RE:   *APPRAISAL OF TWO (2) PARCELS OF LAND***  
***TAX PARCEL # 051280-0010 (JEA)***  
***TAX PARCEL # 051280-0030 (PV Commercial Properties)***

Dear Mr. Pope:

At your request, I have prepared an appraisal of the captioned property (land only; no improvements, if any, considered), which are located near and along the westerly side of S.R. A1A in southerly of Marlin Avenue and northerly of Dolphin Boulevard, in Ponte Vedra, St. Johns County, Florida.

The purpose of the appraisal is to support a potential “swap” or “exchange” of portions of the two (2) subject properties. The areas to be “swapped” or “exchanged” both contain 30,929± square feet, or 0.710± acre. JEA would, in the “swap” or “exchange,” obtain ownership of a portion of Tax Parcel #051280-0030 (Parcel 2) and PV Commercial Properties would obtain ownership of a portion of Tax Parcel #051280-0010 (Parcel 1).

The accompanying report describes the data, analyses, and conclusions relevant to this appraisal. The appraisal will provide summary explanations of the properties and information used by appraiser to form an opinion as to market value. Additional supporting data, information and documents are contained within my files and can be provided, if necessary.

JEA  
August 4, 2020  
Page 2

Based upon my analyses, the market value of the fee simple interest (land only), in the two (2) subject properties, as of July 18, 2020, was:

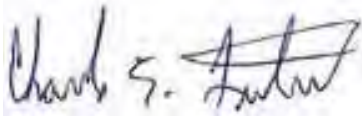
**Tax Parcel #051280-0010 (JEA)**

\$450,450  
(\$70,000/Acre)

**Tax Parcel #051280-0030 (PV Commercial Properties)**

\$387,750  
(\$75,000/Acre)

Respectfully submitted,



Charles E. Futral, MAI  
State-Certified Real Estate Appraiser RZ1523

Enclosure



## Formal Bid and Award System

Award #13      December 10, 2020

**Type of Award Request:** SOLE SOURCE  
**Requestor Name:** Hunt, Timothy M. - Dir Customer & Utility Analytics  
**Requestor Phone:** 904-665-6765  
**Project Title:** Project Services Agreement for TEA Connected Analytics™ Services  
**Project Number:** 8006648 (\$15,000.00), 8006726 (\$30,000.00), HE10700 (\$107,200.00)  
**Project Location:** JEA  
**Funds:** O&M and Capital  
**Budget Estimate:** \$478,434.31

**Scope of Work:**

JEA requests to contract with The Energy Authority, Inc (TEA) through a sole source procurement method to provide a data platform, support developing new applications, analytics subscriptions for the associated software. The data platform is managed by TEA, JEA provides data through secure FTP, TEA manages application development and subscriptions. JEA's goal is to improve maintenance operations and revenue generation.

The TEA Connected Analytics Common Data Platform™ which is the foundation for the developed analytics services, described hereafter. Each subscription package comes with the TEA Connected Analytics Common Data Platform (TEA CA CDP).

The TEA Connected Analytics Common Data Platform includes:

- Data engineering strategy for the project, data acquisition channels to load raw files, data integration and automation interfaces to access the data,
- Data quality, management and governance plan to ensure consistency and security of the collected and stored data.

This contract will consist of two subscription packages called Advanced Asset Management and Customer Analytics. Together these are called, the TEA CA Advanced Comprehensive Subscription (ACS) Package.

As part of the core functionality and using TEA Connected Analytics™ (an existing contract), TEA will collaborate with JEA staff to establish regular cadence and procedures for delivering the Asset Management Subscription including:

- (i) Secondary Connectivity Analysis, which includes 2 models to virtually audit GIS data. The Power Flow Optimization (PFO) Model which identifies likely meter-to-transformer mapping errors for single-phase meters/transformers, and the Minimum Spanning Tree Model which identifies likely meter-to-transformer mapping errors for single and multi-phase meters. These two models work in conjunction to understand any GIS data gaps and ensure robust and consistent grid operation.
- (ii) Voltage Insights delivers a Voltage Profile Analysis for AMI meters on secondary lines. Analysis is targeted at CVR events to evaluate the event's effects on secondary voltage. Analysis may include evaluation of an event's possible and potential financial impacts.
- (iii) Transformer Loading Management (TLM) which may include using historical demand profiles to deliver a mapping of transformer over and under-load readings during regular demand, and/or specific overload events and identifies abnormal transformer behaviors to support asset management.

- (iv) Meter Health which differentiates between valid and fault related-zero-readings.

The Advanced Asset Management Subscription Package includes the standard Asset Management Subscription scope, plus up to ten hours a month of access to a data scientist (e.g. for expertise on a specific topic, strategic planning or training).

The Customer Analytics Subscription Scope provides:

- (i) Targeted marketing (EE/Conservation), building clusters, customer segmentation
- (ii) Energy Efficiency Savings Study
- (iii) Program Assessment with EE tracker dashboard
- (iv) Rate Design & Analysis: Design & scenario analysis dashboard, customer bill watch dashboard

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

**RECOMMENDED AWARDEE(S):**

Name	Contact Name	Email	Address	Phone	Amount
THE ENERGY AUTHORITY, INC.	Mark Anderson	manderson@teainc.org	301 West Bay Street, Suite 2600, Jacksonville, FL 32202	904-360-1484	\$478,434.31

**Amount for entire term of Contract/PO:** \$478,434.31  
**Award Amount for remainder of this FY:** \$152,199.96  
**Length of Contract/PO Term:** Three (3) Years w/ Two (2) - 1 Yr. Renewals  
**Begin Date (mm/dd/yyyy):** 01/01/2021  
**End Date (mm/dd/yyyy):** 12/31/2023  
**JSEB Requirement:** N/A – Sole Source  
**Renewals** Yes – Two (2) - One (1) Yr. Renewals

**BIDDER:**

Name	Amount
THE ENERGY AUTHORITY, INC.	\$478,434.31

**Background/Recommendations:**

JEA and The Energy Authority have participated in several contracts & agreements for analytics services. JEA’s Customer and Utility Analytics team has worked with TEA for the past four (4) years to develop advanced analytical models that will help assess meter health, transformer loading, secondary connectivity accuracy, meter tampering, and customer segmentation. This work was in conjunction with a previous contract TEA Connected Analytics Services and in support of developing further services. This additional modeling work has been completed at no cost to JEA as part of TEA’s strategic direction to develop an analytical subscription service for its member owners. (This strategic direction was proposed to TEA by JEA’s CIO in 2015.)

TEA has developed a number of new analytical solutions with its member owners, including City Utilities, JEA and NPPD. TEA is ready to move this capability to a formal offering.

TEA is the only justifiable source to provide these services for the following reasons:

- 1.) Given that JEA provided support in the development of these solutions, and TEA is ready to move into production, it would be cost and timing prohibitive for JEA to abandon these prospective services and source a different product solution considering the value JEA has provided to this effort and will continue to provide.
- 2.) If JEA were to source and select another provider, JEA would have to start a new first of a kind software engineering event to develop the models and then negotiate and subscribe to a subscription with the new provider. Conservatively, to date, JEA has received around \$500,000.00 in analytical support from TEA for model development at no cost.

The project cash flow for this service is as follows:

FY21 - \$152,199.96

FY22 - \$156,765.96

FY23 - \$161,468.39

Travel budget - \$8,000.00

The subscription pricing is deemed reasonable in consideration of substantial effort that would be required to develop a new product.

Request approval to award a sole source contract to The Energy Authority, Inc to provide Project Services Agreement for TEA Connected Analytics™ Services in the amount of \$478,434.31, subject to the approval of lawfully appropriated funds.

**Director:** Hunt, Timothy M. - Dir Customer & Utility Analytics  
**VP:** Sheila Pressley - Interim Chief Customer Officer

**APPROVALS:**

*Heather Beard* 12/10/2020

**Chairman Awards Committee** **Date**  
*Ann A. Untch* 12/15/2020

**Budget Representative** **Date**

# ***Certification of Sole Source***

## **3-111 Sole Source Procurements**

(1) *Conditions for Use.* A Contract may be awarded for Supplies or Services as a Sole Source when, pursuant to the Operational Procedures, the Chief Procurement Officer or Designee determines that:

- (a) there is only one justifiable source for the required Supplies or Services; or
- (b) a service is a follow-up of Services that may only be done efficiently and effectively by the Company that rendered the initial Services to JEA, provided the initial procurement was competitive.

**COMMENTARY:**

This method of procurement involves no competition and should be utilized only when justified and necessary to serve JEA needs. This Code contemplates that the chief purchasing officer promulgate operational procedures that establish standards applicable to procurement needs that may warrant award on a sole source basis.

## **Name of Contractor or Supplier**

The Energy Authority (TEA)

## **Description of Services or Supplies**

Analytics subscription service to finalize development of advanced analytical models already in progress, move models to production environment, and provide support for maintaining and updating as needed.

## **Certification**

I the undersigned certify that:

there is only one justifiable source for the required supplies, services, construction or real estate; or  
 this is a professional service which is a follow-up of services that may only be done efficiently and effectively by the firm that previously rendered the initial services to JEA

JEA's Customer and Utility Analytics team has worked with TEA for the past four years to develop advanced analytical models that will help us assess meter health, transformer loading, secondary connectivity accuracy, meter tampering, and customer segmentation. This work has been completed at no cost to JEA as part of TEA's strategic direction to develop an analytical subscription service for its member owners. (This strategic direction was actually proposed to TEA by JEA's CIO in 2015.)

Now that TEA has developed a number of analytical solutions with its member owners, including City Utilities and NPPD, they are ready to move this capability to a formal offering. Given that JEA has invested human resources into the development of many of these solutions, and that many are ready to move into production, it would not make sense for JEA to abandon this work and the value it has provided and will continue to provide. If we were to switch to another provider we would have to start back at square one to develop the models again and then subscribe to a subscription with the new provider. Conservatively, to date, JEA has received around \$500K in analytical support from TEA for model

development at no cost. If we were to switch to a new provider, we would incur up front costs to develop the models again, plus the internal manpower this would require and we would incur lost opportunity costs for the delay just to get us to the point we are at now.

Timothy Hunt \_\_\_\_\_  
Signature of Business Unit Manager

11/12/20  
Date

\_\_\_\_\_  
Signature of Procurement Services Manager

\_\_\_\_\_  
Date

Contract or Purchase Order Number: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

***This Certification shall be attached to the purchase order when routed for approval.  
This sole source procurement shall be reported to the JEA Board in accordance with  
Section 1-113(2) of the JEA Purchasing Code***

CONFLICT OF INTEREST CERTIFICATE

Contract:

Bidder/Proposer must execute this form, if applicable, relative to Florida Statute 112.313. Failure to submit this form, if applicable, may result in rejection of a Bid/Proposal.

I hereby certify that the following named JEA official(s) and employee(s) having material financial interest(s) (in excess of 5%) in this company submitting a Bid/Proposal and have filed Conflict of Interest statements with the Supervisor of Elections, 105 East Monroe Street, Jacksonville, Duval County, Florida, prior to Bid/Proposal opening.

Name	Title or Position	Date of Filing
_____	_____	_____
_____	_____	_____
_____	_____	_____

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name of Authorized Representative of Company  
(type or print)

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City, State, Zip Code



# ***Certification of Sole Source***

## **3-111 Sole Source Procurements**

(1) *Conditions for Use.* A Contract may be awarded for Supplies or Services as a Sole Source when, pursuant to the Operational Procedures, the Chief Procurement Officer or Designee determines that:

- (a) there is only one justifiable source for the required Supplies or Services; or
- (b) a service is a follow-up of Services that may only be done efficiently and effectively by the Company that rendered the initial Services to JEA, provided the initial procurement was competitive.

**COMMENTARY:**

This method of procurement involves no competition and should be utilized only when justified and necessary to serve JEA needs. This Code contemplates that the chief purchasing officer promulgate operational procedures that establish standards applicable to procurement needs that may warrant award on a sole source basis.

## **Name of Contractor or Supplier**

The Energy Authority (TEA)

## **Description of Services or Supplies**

Analytics subscription service to finalize development of advanced analytical models already in progress, move models to production environment, and provide support for maintaining and updating as needed.

## **Certification**

I the undersigned certify that:

there is only one justifiable source for the required supplies, services, construction or real estate; or  
 this is a professional service which is a follow-up of services that may only be done efficiently and effectively by the firm that previously rendered the initial services to JEA

JEA's Customer and Utility Analytics team has worked with TEA for the past four years to develop advanced analytical models that will help us assess meter health, transformer loading, secondary connectivity accuracy, meter tampering, and customer segmentation. This work has been completed at no cost to JEA as part of TEA's strategic direction to develop an analytical subscription service for its member owners. (This strategic direction was actually proposed to TEA by JEA's CIO in 2015.)

Now that TEA has developed a number of analytical solutions with its member owners, including City Utilities and NPPD, they are ready to move this capability to a formal offering. Given that JEA has invested human resources into the development of many of these solutions, and that many are ready to move into production, it would not make sense for JEA to abandon this work and the value it has provided and will continue to provide. If we were to switch to another provider we would have to start back at square one to develop the models again and then subscribe to a subscription with the new provider. Conservatively, to date, JEA has received around \$500K in analytical support from TEA for model

development at no cost. If we were to switch to a new provider, we would incur up front costs to develop the models again, plus the internal manpower this would require and we would incur lost opportunity costs for the delay just to get us to the point we are at now.

Timothy Hunt \_\_\_\_\_  
Signature of Business Unit Manager

11/12/20  
Date

 \_\_\_\_\_  
Signature of Procurement Services Manager

12/8/2020  
Date

---

Contract or Purchase Order Number: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

---

***This Certification shall be attached to the purchase order when routed for approval.  
This sole source procurement shall be reported to the JEA Board in accordance with  
Section 1-113(2) of the JEA Purchasing Code***

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CONFLICT OF INTEREST CERTIFICATE

Contract:

Bidder/Proposer must execute this form, if applicable, relative to Florida Statute 112.313. Failure to submit this form, if applicable, may result in rejection of a Bid/Proposal.

I hereby certify that the following named JEA official(s) and employee(s) having material financial interest(s) (in excess of 5%) in this company submitting a Bid/Proposal and have filed Conflict of Interest statements with the Supervisor of Elections, 105 East Monroe Street, Jacksonville, Duval County, Florida, prior to Bid/Proposal opening.

Name	Title or Position	Date of Filing
_____	_____	_____
_____	_____	_____
_____	_____	_____

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name of Authorized Representative of Company  
(type or print)

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City, State, Zip Code

**Project Services Agreement for  
TEA Connected Analytics™ Subscription Services  
Between  
The Energy Authority, Inc.  
and  
JEA**

This Project Services Agreement for TEA Connected Analytics™ Subscription Services (the "Agreement"), dated December 14, 2020 (the "Effective Date"), is made between The Energy Authority, Inc. ("TEA") and JEA. This Agreement is subject to the terms and conditions of the Restated and Amended Operating Agreement, dated October 3, 2017 (the "Operating Agreement"), except as expressly modified herein. Hereinafter, TEA and JEA are sometimes referred to herein individually as a "Party," or collectively as the "Parties." Capitalized terms found in this Agreement and not defined herein, shall have the meanings assigned to such terms in the Operating Agreement. The Parties agree that this Agreement supersedes and replaces the Project Services Agreement dated January 1, 2019 for TEA Connected Analytics™.

**Recitals**

**WHEREAS**, JEA requests TEA to provide JEA with certain analytical services, as such services are described herein;

**WHEREAS**, the analytical services described herein are not Core Services at this time; and

**WHEREAS**, the Operating Agreement allows for a Member to take additional services other than Core Services through TEA's project services and pay the cost of those services and receive the benefit in addition to the normal settlement among the Members.

**NOW, THEREFORE**, in consideration of the mutual agreements, covenants and conditions herein contained, the Parties hereby agree as follows:

**Initial Term and Renewal Term.** This Agreement shall commence on the Effective Date and shall continue for an initial period of thirty-six (36) months (the "Initial Term").

It is at JEA's sole option to request to renew the Contract for up to an additional two (2) - one (1) year periods (the "Renewal Term", together with the Initial Term, the "Term"). Each Renewal Term approval request is subject to the mutual agreement of JEA and TEA collectively.

~~1. Thereafter, this Agreement shall renew on an annual basis for a period of twelve (12) months (each a "Renewal Term") until a notice of termination is provided by either Party.~~

**2. Termination.** During the Initial Term or any Renewal Term (each, a

“Term”), either Party may terminate this Agreement or an individual Project by providing to the other Party a minimum of sixty (60) days advance written notice of its decision to terminate this Agreement or such Project. Notwithstanding the aforementioned Effective Date, the commencement of services under this Agreement shall not commence prior to the date this Agreement is executed by both Parties, and upon the affirmative vote of TEA’s Board of Directors approving the Agreement.

**3. Scope of Work.** During the Term, TEA will provide subscription services (“Services”) to JEA, as follows:

**3.1 Data Integration, Security and Quality.**

The TEA Connected Analytics™ Common Data Platform (“CDP”) is the foundation upon which the analytics services are developed by TEA. As part of the subscription Services, TEA will provide JEA with access to TEA Connected Analytics™ CDP, which includes:

- (1) A data engineering strategy for the project;
- (2) Data acquisition channels to load raw files;
- (3) Data integration and automation interfaces to access the data in a standard way; and
- (4) A data quality, management and governance plan to ensure consistency and security of the collected and stored data.

**3.2 Standard Asset Management Subscription.**

As part of the core functionality and using TEA Connected Analytics™, TEA will collaborate with JEA staff to establish regular cadence and procedures for delivering the Standard Asset Management Subscription, which includes forty-five (45) hours per month of TEA Connected Analytics™ staff time to provide JEA with:

**3.2.1** Secondary Connectivity Analysis, including two models to virtually audit GIS data, as follows:

- (1) The Power Flow Optimization (“PFO”) Model which identifies likely meter-to-transformer mapping errors for single-phase meters/transformers; and
- (2) The Minimum Spanning Tree (“MPT”) Model which identifies likely meter-to-transformer mapping errors for single and multi-phase meters.

These two models work in conjunction to understand any GIS data gaps and ensure robust and consistent grid operation.

**3.2.2** Voltage Insights, which includes a Voltage Profile Analysis for AMI meters on secondary lines which:

- is targeted at CVR events to evaluate the event’s effects on

secondary voltage; and

- may include evaluation of an event's possible and potential financial impacts.

**3.2.3 Transformer Loading Management ("TLM"), which includes:**

- using historical demand profiles to deliver a mapping of transformer over- and under-load readings during regular demand and/or specific overload events; and
- identification of abnormal transformer behaviors to support asset management.

**3.2.4 Meter Heath Analysis, which includes analysis to differentiate between valid and fault related-zero-readings.**

**3.3 Advanced Asset Management Subscription.**

The Advanced Asset Management Subscription includes the Standard Asset Management Subscription, as described in section 3.2, plus an additional ten (10) hours per month of access (i.e., for expertise on a specific topic, analytics, strategic planning, or training) to a TEA senior data scientist to perform TEA Connected Analytics™ Services to JEA.

**3.4 Customer Analytics Subscription.**

The Customer Analytics Subscription, includes the following:

- (1) Targeted Marketing (EE/Conservation), which includes:
  - building clusters; and
  - customer segmentation.
- (2) Energy Efficiency, which includes an energy savings study;
- (3) Program Assessment, which includes an EE tracker dashboard; and
- (4) Rate Design and Analysis, which includes a:
  - design and scenario analysis dashboard; and
  - customer bill watch dashboard.

**3.5 JEA Bundled Subscription.**

The Parties agree that TEA Connected Analytics™ subscription described in Sections 3.2, 3.3, and 3.4 shall be bundled for JEA to provide a more comprehensive set of services. Accordingly, during the Term of this Agreement, TEA shall provide JEA with the *Standard Asset Management Subscription*, plus the *Advanced Asset Management Subscription* and the *Customer Analytics Subscription* (collectively, the "Subscriptions").

**3.6 Additional Services Available.**

Through TEA Connected Analytics™, TEA's advanced analytics staff will be available, as provided herein, to work with JEA staff to address issues related to the Services being provided under the Subscriptions. Any additional work performed by TEA must be agreed upon by the Parties in writing for additional services and will be billed on a time and materials basis at the hourly rates designated for Members of TEA. TEA shall include such hourly fees, if any, on the monthly invoice provided to JEA in the ordinary course of settlement.

#### **4. Obligations of JEA.**

**4.1** JEA will cooperate with TEA as necessary to permit orderly and proper performance of the Services. Such cooperation shall include, but not be limited to:

- (1) timely access to and provision of facilities, equipment, or JEA personnel, subject to JEA's safety and security policies and procedures; and
- (2) provision of appropriate data and environments as may be reasonably necessary for the performance of the Services. In addition, if remote access is required, JEA shall provide TEA with necessary access or specifics.

**4.2** JEA will provide TEA with requested data and information that is reasonably necessary to assist TEA in performing the Services. Such data and information may include:

- (1) Electronic files of the connectivity model and GIS data for all smart meters;
- (2) Transformers, poles, and other transmission and distribution system assets; and
- (3) A data feed to TEA's Secure File Transport Protocol ("SFTP") site for periodic downloads of AMI data and the digital data requirements, as follows:
  - Sub-hourly electricity consumption (+/- kWh and +/- kVARh) for each meter from the past three years, if available;
  - Sub-hourly average voltage and current at the meter, corresponding to electricity consumption mentioned above;
  - SCADA data, as needed;
  - Allowed operating range of voltages at customer location;
  - GIS data for distribution system, preferably from substation through secondary network and including meters;
  - Conductor sizes and line impedances, if available, from substations through to meters;
  - Historical maintenance data on distribution transformers and

AMI meters;

- Meter / transformer change out date service agreement – customer meter service status (active or inactive);
- Rate class for each meter;
- Water consumption, rating and other relevant meter and meta-data;
- Miscellaneous billing data (e.g. meter multiplier data);
- Miscellaneous work-order information (e.g. truck roll orders)
- Data formatted in CSV or XML file format; and
- Data drop site will be provided as an SFTP site address and login credentials.

Pursuant to Section 5 herein, JEA shall not include PII Data (as defined herein) in furnishing TEA with AMI or other data related to this Scope of Work. By furnishing JEA data and information to TEA under this Agreement, JEA does not warrant or guarantee its accuracy; however, TEA may rely upon that information in providing Services to JEA.

**5. Security and PII Data Exclusion.** TEA will not warehouse any Personally Identifiable Information (“PII Data”) in the Connected Analytics™ platform, as described in the Scope of Work. If JEA requests or the Parties determine that the use or storage of PII Data by TEA would benefit the Services, then the Parties will discuss and determinate if process changes and security enhancements are possible for this purpose. TEA will only use or store PII Data if mutually agreed upon by both TEA and JEA in writing, which must include the approval of such action by each Party’s Chief Information Officer, or equivalent.

**6. Compensation for Services Described in this Agreement.** The fee, costs, and expenses for the Services provided pursuant to this Agreement shall consist of the following:

**6.1 Monthly Fee.** During the Term of this Agreement, for the Services described in Sections 3.1 through 3.5, JEA shall pay TEA the a fixed monthly fee in the amount of Twelve Thousand Six Hundred Eighty-Three Dollars and Thirty-Three Cents (\$12,683.33) (the “Monthly Fee”) which Monthly Fee the Parties agree will be paid on a monthly basis in the ordinary course of settlement. For the first month of Service from December 14, 2020 through December 31, 2020, TEA will invoice JEA for 50% of the normal Monthly Fee for Services. The Monthly Fee will escalate at three percent (3%) on an annual basis, beginning on January 1, 2022. Notwithstanding the forgoing, on an annual basis, the Parties may assess the fee for Services to match any adjustments adopted by the TEA Board of Directors to the hourly rates designated for Members of TEA.

**6.2 Travel Expenses.** JEA’s travel Policy MD 120 shall apply. For any

travel that has been authorized by JEA, JEA will reimburse TEA, with no mark-up, for reasonable travel related expenses (“Expenses”) when such travel is necessary for TEA to provide the Services to JEA at JEA’s request. TEA shall include such Expenses, if any, on a monthly invoice provided to JEA in the ordinary course of settlement. The initial estimate for Expenses related to this Agreement is Eight Thousand Dollars (\$8,000) for the Initial Term, which may be modified with approval from JEA.

**6.3 Payment Terms.** TEA shall invoice JEA on a monthly basis in accordance with Sections 6.1 and 6.2 above. Each invoice provided by TEA shall reference this Agreement and the time period covered. Each invoice received by JEA in accordance with this Section shall be paid in the ordinary course of settlement.

**7. Technology Expense.** The Azure platform and storage costs are included in the Monthly Fee as part of TEA’s Project Services. If additional software, hardware, or storage is required by JEA in order for TEA to provide the Services, then the additional cost of such technology will be paid by JEA at no mark-up. The cost of any additional software, hardware, or storage must be approved by JEA prior to procurement by TEA.

**8. Obligations of TEA.**

**8.1** TEA shall perform the Services using reasonable care and skill and in a workmanlike manner consistent with industry standards and in accordance with applicable law.

**8.2** TEA shall provide and assign the appropriate resource level and skills necessary to develop and deliver the Services outlined in Section 2.

**8.3** TEA shall give JEA prompt notice of any known errors in information or data provided by JEA, in order to permit JEA to take corrective action with respect thereto.

**9. Operating Agreement and TEA Property.** The Parties agree that this Agreement is subject to all the terms and conditions of the Operating Agreement, including, but not limited to, the limitations of liability and confidentiality provisions included in the Operating Agreement. If any provision of this Agreement conflicts with any provision of the Operating Agreement, the provision of the Operating Agreement shall control. All rights, title, and interest in TEA’s proprietary models, analytics, or intellectual property being provided under this Agreement (“TEA Property”), including any modifications thereto, shall remain the exclusive property of TEA. As allowable under the Operating Agreement, JEA is hereby granted nonexclusive, nontransferable rights to use the Intellectual Property for its internal purposes in connection with its participation in TEA, or any additional rights which may be subsequently approved by the TEA Board of Directors.

**10. Amendment to Agreement.** This Agreement may only be amended by an instrument in writing signed by each Party’s representative, and upon approval by TEA’s



Board of Directors.

*[Signature Page to Follow]*

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed in their respective names by their respective duly authorized representatives.

**JEA**

**THE ENERGY AUTHORITY, INC.**

By: \_\_\_\_\_  
Paul E. McElroy  
Chief Executive Officer

By: \_\_\_\_\_  
Joanie C. Teofilo  
President and Chief Executive Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Project Services Agreement for TEA Connected Analytics™ for**

- (i) JEA Zero Consumption Water Meter Project, and**
- (ii) JEA Abnormal Electricity Consumption Project**

**Between**

**The Energy Authority, Inc.**

**and**

**JEA**

This Project Services Agreement for TEA Connected Analytics™ Services for (i) JEA Zero Consumption Water Meter Project ("Zero Con Project"), and (ii) JEA Abnormal Electricity Consumption Project ("AEC Project") (the "Agreement"), dated the 15<sup>th</sup> day of January, 2019 (the "Effective Date"), is made between The Energy Authority, Inc. ("TEA") and JEA. This Agreement is subject to the terms and conditions of the Restated and Amended Operating Agreement, dated October 3, 2017 (the "Operating Agreement"), except as expressly modified herein. TEA and JEA are sometimes referred to herein individually as a "Party," or collectively as the "Parties." The Zero Con Project and AEC Project are sometimes referred to herein individually as a "Project" or collectively as the "Projects." Capitalized terms found in this Agreement and not defined herein, shall have the meanings assigned to such terms in the Operating Agreement.

**Recitals**

WHEREAS, JEA requests TEA to provide JEA with certain analytical services, as such services are described herein;

WHEREAS, the analytical services described herein are not Core Services at this time; and

WHEREAS, the Operating Agreement allows for a Member to take additional services other than Core Services through TEA's project services, and pay the cost of those services in addition to the normal settlement among the Members.

NOW, THEREFORE, in consideration of the mutual agreements, covenants and conditions herein contained, the Parties hereby agree as follows:

**1. Initial Term and Renewal Term.** This Agreement shall commence on the Effective Date, and shall continue for an initial period of thirty-six (36) months (the "Initial Term"). Thereafter, this Agreement shall renew on an annual basis for a period of twelve (12) months (each a "Renewal Term") until a notice of termination is provided by either Party.

**2. Termination.** During the Initial Term or any Renewal Term (each, a "Term"), either Party may terminate this Agreement or an individual Project by providing to the other Party a minimum of sixty (60) days advance written notice of its decision to

terminate this Agreement or such Project. Notwithstanding the aforementioned Effective Date, the commencement of services under this Agreement shall not commence prior to the date this Agreement is executed by both Parties, and upon the affirmative vote of TEA's Board of Directors approving the Agreement.

### **3. Zero Con Project Scope of Work.**

During the Term or any Renewal Term, TEA will provide "Services" to JEA for the Zero Con Project, as follows:

- As part of the core functionality, through the use of TEA Connected Analytics™ and eSmart's Connected Grid™, TEA will collaborate with JEA regarding data management, analytics, and support, to provide JEA with solutions for improved efficiency and scheduling of trucks and utility staff involving retail water meters. The inputs for this Project include water meter data and billing data, or inputs as agreed by the Parties. The outputs for this Project will be provided to JEA in the form of reports and dashboard information, or outputs as agreed by the Parties.
- Integrate the Zero Con Project into JEA's work order management system.
- Store the relevant data for this Project in the Azure platform, which is a Microsoft cloud based storage platform.
- The Zero Con Project shall include the necessary fees for licensing and use of Connected Grid™ related to this Project.
- Through TEA Connected Analytics™, TEA's advance analytics staff will be available for twenty (20) hours per month to work with JEA staff to address issues related to algorithms or the Project. Furthermore, TEA will assist JEA with:
  - (i) decisions with interpreting, modifying and applying the analysis to support JEA's refined maintenance practices on potentially broken or deficient water meters;
  - (ii) managing the input data;
  - (iii) any incremental improvements in data management, analytics and scheduling, as well as identifying situations or decisions potentially warranting that TEA conduct more detailed analytics, if any; and
  - (iv) interpreting and applying the reports provided through the Connected Grid™ or e-mail, including reports and information generated by TEA Connected Analytics™.
- TEA staff will provide on-going support, as requested by JEA.

#### **4. AEC Project Scope of Work.**

During the Term or any Renewal Term, TEA will provide "Services" to JEA for the AEC Project, as follows:

- As part of the core functionality, through the use of TEA Connected Analytics™ and eSmart's Connected Grid™, TEA will collaborate with JEA regarding data management, analytics, and support, to provide JEA with solutions and use of analytical algorithms that detect outliers in electricity usage, particularly due to sudden changes in usage or with respect to correlation with other available data and information. The inputs for this Project include electricity hourly meter data, water meter data, and service agreement information, or inputs as agreed by the Parties. The outputs for this Project will be provided to JEA in the form of reports and dashboard information, or outputs as agreed by the Parties.
- Integrate the AEC Project into JEA's work order management system.
- Store the relevant data for this Project in the Azure platform, which is a Microsoft cloud based storage platform.
- The AEC Project shall include the necessary fees for licensing and use of Connected Grid™ related to this Project.
- Through TEA Connected Analytics™, TEA's advance analytics staff will be available for twenty (20) hours per month to work with JEA staff to address issues related to algorithms or the Project. Furthermore, TEA Connected Analytics™ will assist JEA with:
  - (i) decisions with interpreting, modifying and applying the analysis to support JEA's refined planning and maintenance practices on potentially overloaded transformers;
  - (ii) managing the input data;
  - (iii) any incremental improvements in data management, analytics and scheduling, as well as identifying situations or decisions potentially warranting that TEA conduct more detailed analytics, if any; and
  - (iv) interpreting and applying the reports provided through the Connected Grid™ or e-mail, including reports and information generated by TEA Connected Analytics™.
- TEA staff will provide on-going support, as requested by JEA.

**5. Compensation for Services Described in this Agreement.** The fee, costs, and expenses for the Services provided pursuant to this Agreement shall consist of the following:

**5.1 Implementation Fee for Projects.** JEA will pay the implementation fee for eSmart and TEA to install and integrate Connected Grid™ into the JEA work order

environment. The estimated fee for implementation for both the Zero Con Project and AEC Project is nine thousand dollars (\$9,000.00) (the "Implementation Fee"), which fee is based on an estimate of hours for work performed. TEA will provide JEA with an estimate and obtain JEA authorization if the Implementation Fee will exceed the estimate of \$9,000.00 for any reason.

5.2 **Annual Fees for Projects.** During each Term, JEA shall pay TEA for the amount charged for licensing and use of the Connected Grid™, without any mark-up, as follows:

5.2.1 The annual fee for the Zero Con Project is \$34,000 on an annual basis, which amount shall be paid by JEA on a pro-rata monthly basis. TEA shall include the pro-rata monthly fee in the amount of two thousand eight hundred thirty-three dollars (\$2,833.00) for the Zero Con Project on the monthly invoice provided to JEA in the ordinary course of settlement.

5.2.2 The annual fee for the AEC Project is \$30,000 on an annual basis, which amount shall be paid by JEA on a pro-rata monthly basis. TEA shall include the pro-rata monthly fee in the amount of two thousand five hundred dollars (\$2,500.00) for the AEC Project on the monthly invoice provided to JEA in the ordinary course of settlement.

5.3 **Hourly Fees for TEA Staff.** During each Term, JEA shall pay TEA for each hour worked by TEA staff, including TEA Connected Analytics™ staff or advance analytics staff, under this Agreement, at the discounted hourly rate designated for Members of TEA. TEA shall include such hourly fees, if any, on a monthly invoice provided to JEA in the ordinary course of settlement.

5.4 **Azure Platform and Storage Costs.** JEA will reimburse TEA for costs, with no mark-up, related to the Azure platform and storage. Such amounts are estimated to be one thousand dollars (\$1,000.00) per month, but may vary on a monthly basis depending upon the processing time utilized on the Azure platform for each Project.

5.5 **Travel Expenses.** For any travel that has been authorized by JEA, JEA will reimburse TEA, with no mark-up, for reasonable travel related expenses ("Expenses") when such travel is necessary for TEA to provide the Services to JEA at JEA's request. TEA shall include such Expenses, if any, on a monthly invoice provided to JEA in the ordinary course of settlement.

6. **TEA Staff.** To perform these Services, TEA will assign the appropriate TEA staff within the TEA analytics department, or other relevant department.

7. **Technology Expense.** As part of TEA's Project Services, if additional software or hardware is required by JEA in order for TEA to provide the Services, then

the additional cost of such technology will be paid by JEA, at no mark-up. The purchase of any additional software or hardware must be approved by JEA prior to procurement by TEA.

**8. Obligations of TEA.**

8.1 TEA shall perform the Services using reasonable care and skill and in a workmanlike manner consistent with industry standards and in accordance with applicable law.

8.2 TEA shall give JEA prompt notice of any known errors in information or data provided by JEA, in order to permit JEA to take corrective action with respect thereto.

**9. Obligations of JEA.**

9.1 JEA will cooperate with TEA as necessary to permit orderly and proper performance of the Services. Such cooperation shall include, but not be limited to: (a) timely access to and provision of facilities, equipment, or JEA personnel, subject to JEA's safety and security policies and procedures; and (b) provision of appropriate data and environments as may be reasonably necessary for the performance of the Services. In addition, if remote access is required, JEA shall provide TEA with necessary access or specifics.

9.2 JEA will provide TEA with requested data and information that is reasonably necessary to assist TEA in performing the Services. By furnishing that information, JEA does not warrant or guarantee its accuracy; however, TEA may rely upon that information in providing Services to JEA.

**10. Operating Agreement.** The Parties agree that this Agreement is subject to all the terms and conditions of the Operating Agreement, including, but not limited to, the limitations of liability and confidentiality provisions included in the Operating Agreement. If any provision of this Agreement conflicts with any provision of the Operating Agreement, the provision of the Operating Agreement shall control.

**11. Amendment to Agreement.** This Agreement may only be amended by an instrument in writing signed by each Party's representative, and upon approval by TEA's Board of Directors.

**IN WITNESS WHEREOF,** the Parties hereto have caused this Agreement to be executed in their respective names by their respective duly authorized representatives.

*[Signature Page to Follow]*

JEA

By: Ted Hobson  
Ted Hobson  
Vice President  
Chief Compliance Officer

THE ENERGY AUTHORITY, INC.

By: Joanie C. Teofilo  
Joanie C. Teofilo  
President and CEO

Approved as to Form:

By: Jody L. Brooks  
Jody L. Brooks  
Chief Legal Officer



## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**The Energy Authority, Inc**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC     C Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.) See instructions.

**301 West Bay Street, Suite 2600**

6 City, state, and ZIP code

**Jacksonville, Florida 32202**

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type.  
See Specific Instructions on page 3.

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

				-					
--	--	--	--	---	--	--	--	--	--

or

Employer identification number

5	9	-	3	4	4	7	2	7	1
---	---	---	---	---	---	---	---	---	---

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

*Joe Cona* Joe Cona Controller Date ▶

1/3/19

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



## Formal Bid and Award System

Award #14    12/10/2020

**Type of Award Request:** CONTRACT AMENDMENT  
**Requestor Name:** Lovgren, Rodney D.  
**Requestor Phone:** (904) 665-6631  
**Project Title:** JEA Non-Destructive Testing Services  
**Project Number:** R12X30300 line 610  
**Project Location:** JEA  
**Funds:** O&M  
**Budget Estimate:** N/A

**Scope of Work:**

The scope of work shall include visual inspection, testing, interpretation of results, inspection reporting, and consulting during boiler maintenance outages and other miscellaneous plant projects. Non-Destructive testing and inspection services shall be performed by the contractor on a Time and Material (T&M) basis, utilizing the hourly labor rates and markups defined in the Respondent Rates Workbook. A Purchase Order will be issued for individual task requests.

Non-Destructive testing and inspection shall include the following services:

Weld inspection and testing, including visual inspection (VT), ultrasonic testing (UT), including phased array (PAUT), magnetic particle testing (MT), liquid penetrant testing (PT), eddy current testing (ET), and radiographic testing (RT) services, as well as, but not limited to, the additional:

- Monitoring of welder qualifications and testing
- Materials conformance
- Piping and tubing inspection and testing
- Tank and pressure vessel inspections
- Reporting of test results, including written reports, certifications, and assistance in resolution of disputes
- Boiler Tube (Root Cause) Metallurgical Analysis
- Boiler Mapping
- Welder Coupon Testing

The activities performed under this contract will take place primarily at the electric production plants (Brandy Branch Generation Station, Kennedy Generating Station, Northside Generating Station and Greenland Energy Center).

**JEA IFB/RFP/State/City/GSA#:** 035-18  
**Purchasing Agent:** Lovgren, Rodney Dennis  
**Is this a ratification?:** YES - \$94,633.00

**RECOMMENDED AWARDEE:**

Name	Contact Name	Email	Address	Phone	Amount
ACUREN INSPECTION	Matthew Willard	mwillard@acuren.com	13 Bryce Industrial Drive Savannah, GA 31405	(912) 236-4216	\$0.00
MISTRAS GROUP, INC. DBA MISTRAS	Joe Lubrant	joe.lubrant@mistrasgroup.com	2800 Alameda St. Jacksonville, FL 32209	(904) 260-9033	\$94,633.00

GROUP SERVICES DIVISION					
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**Amount of Original Award:** \$750,000.00  
**Date of Original Award:** 03/15/2018  
**Change Order Amount:** \$94,633.00  
**New Not-To-Exceed Amount:** \$844,633.00  
**Length of Contract/PO Term:** Five (5) Years w/ One (1) - 1 Yr. Renewals  
**Begin Date (mm/dd/yyyy):** 03/19/2018  
**End Date (mm/dd/yyyy):** 03/18/2023  
**Renewal Options:** Yes - One (1) – 1 Yr. Renewals  
**JSEB Requirement:** NA - Optional

**Background/Recommendations:**

Competitively bid and approved by Awards Committee on 03/15/2018. The original award and renewal are attached as back-up.

This request is to add funds for a contract increase \$94,633.00 on existing purchase order which was awarded to the secondary provider. The change order covers additional work to the SDA which was discovered in the fall outage and has already been completed. The secondary provider was used over the primary provider due to availability. Should additional O&M or capital projects be approved in the coming years, funds will need to be added to the contract. The primary contractor Acuren Inspection Inc. has \$350,000.00 of funding left available. For reference, Acuren’s and Mistras’s original bid amounts, which includes T&M rates are within five percent (5%).

Request approval for a contract amendment to Mistras Group Inc. for non-destructive inspection services for JEA in the amount of \$94,633.00, for a new not-to-exceed amount of \$844,633.00, subject to the availability of lawfully appropriated funds.

**Manager:** Holmes, Bryan D. - Sr Mgr Energy Production  
**Director:** Stancin, James M. - Dir Energy Production  
**Sr. Director:** Kipp, James R. - Sr Dir Generation  
**VP:** Erixton, Ricky D. - Interim General Manager Electrical Systems

**APPROVALS:**

*Heather Beard* 12/10/2020

**Chairman, Awards Committee** **Date**

*Kenny A. Whitman* 12/15/2020

**Budget Representative** **Date**



# Formal Bid and Award System

Approved by the JEA Awards Committee

Date 3/15/18 Item # 5

CPA 173161

Award #5 March 15, 2018

**Type of Award Request:** INVITATION TO NEGOTIATE (ITN)  
**Request #:** 4078  
**Requestor Name:** Guevarra, Larry  
**Requestor Phone:** (904) 665-6332  
**Project Title:** JEA Non-Destructive Testing Services  
**Project Number:** various  
**Project Location:** JEA  
**Funds:** O&M  
**Award Estimate:** \$750,000.00 (budgetary amount)

**Scope of Work:**

The scope of work shall include visual inspection, testing, interpretation of results, inspection reporting, and consulting during boiler maintenance outages and other miscellaneous plant projects. Non-Destructive testing and inspection services shall be performed by the contractor on a Time and Material (T&M) basis, utilizing the hourly labor rates and markups defined in the Respondent Rates Workbook. A Purchase Order will be issued for individual task requests.

Non-Destructive testing and inspection shall include the following services:

Weld inspection and testing, including visual inspection (VT), ultrasonic testing (UT), including phased array (PAUT), magnetic particle testing (MT), liquid penetrant testing (PT), eddy current testing (ET), and radiographic testing (RT) services, as well as, but not limited to, the additional:

- Monitoring of welder qualifications and testing
- Materials conformance
- Piping and tubing inspection and testing
- Tank and pressure vessel inspections
- Reporting of test results, including written reports, certifications, and assistance in resolution of disputes
- Boiler Tube (Root Cause) Metallurgical Analysis
- Boiler Mapping
- Welder Coupon Testing

The activities performed under this contract will take place primarily at the electric production plants (Brandy Branch Generation Station, Kennedy Generating Station, Northside Generating Station and Greenland Energy Center).

**JEA IFB/RFP/State/City/GSA#:** 035-18  
**Purchasing Agent:** Lovgren, Rodney Dennis  
**Is this a Ratification?:** NO

**RECOMMENDED AWARDEE(S):**

Name	Contact Name	Email	Address	Phone	Amount
ACUREN INSPECTION	Matthew Willard	mwillard@acuren.com	13 Bryce Industrial Drive Savannah, GA 31405	(912) 236-4216	\$525,000.00
MISTRAS GROUP INC.	Joe Lubrant	joe.lubrant@mistrasgroup.com	2800 Almeda St. Jacksonville, FL 32209	(904) 260-9033	\$225,000.00

**Amount for entire term of Contract/PO:** \$750,000.00  
**Award Amount for remainder of this FY:** \$90,000.00

CPA 173161 →

**Length of Contract/PO Term:** Five (5) Years w/One (1) – 1 Yr. Renewal  
**Begin Date (mm/dd/yyyy):** 03/19/2018  
**End Date (mm/dd/yyyy):** 03/18/2023  
**Renewal Options:** YES – One (1) – 1 Yr. Renewal  
**JSEB Requirement:** N/A - Optional  
**BIDDERS:**

Name	Amount	Rank	BAFO Amount	BAFO Rank
ACUREN INSPECTION	\$665,921.05	1	\$665,921.05	1
MISTRAS GROUP INC.	\$684,037.50	2	\$683,750.00	2
TEAM INDUSTRIAL SERVICES INC.	\$766,011.25	3	\$766,011.25	3
APPLIED TECHNICAL SERVICES INC.	\$834,048.00	4	N/A	N/A
TESTEX INC.	\$967,475.00	5	N/A	N/A

**Background/Recommendations:**

Advertised 01/11/2018. Five (5) companies attended the mandatory pre-response meeting on 01/16/2018. At Response opening on 01/30/2018, JEA received five (5) Responses. Companies were evaluated solely on pricing. On 02/08/2018, three (3) companies (Acuren Inspection, Mistras Group, Inc. and Team Industrial Services, Inc.) were requested to submit their Best and Final Offers (BAFO). The BAFO were received on 02/15/2018 and the evaluation resulted with Acuren Inspection being the lowest responsive and responsible bidder, and Mistras Group, Inc. being the second lowest responsive and responsible bidder. The BAFO Response Workbook for both companies is attached as back-up.

In comparing the pricing for this award vs. JEA's current rates for these services with Applied Technical Services, hourly labor rates have increased by one percent (1%) for combined straight and overtime rates. The current rates have been fixed for the past three (3) years, so when analyzing the increase with construction trade and Bureau of Labor Statistics indices, the small increase is deemed fair and reasonable. The total BAFO savings were inconsequential - little to no change in pricing resulted. The new contract labor rates are fixed for the first three (3) years of the contract, with a CPI price adjustment allowable in years four (4) and five (5). All other rates and markups are fixed for the five (5) year term. The award amounts represent a 70/30 split of the business unit's O&M budget, with the majority going to the lowest Respondent.

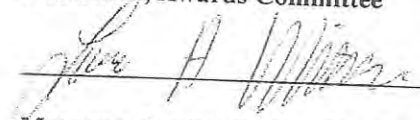
035-18 - Request approval to award two (2) contracts to Acuren Inspection in the amount of \$525,000.00 and to Mistras Group, Inc. in the amount of \$225,000.00 for Non-Destructive Testing Services, for a total not-to-exceed amount of \$750,000.00, subject to the availability of lawfully appropriated funds.

**Manager:** Limbaugh, Margaret Z. - Manager, Project Management  
**Director:** Pineda, Joseph R. - Dir Electric Production Eng & Outage Svcs  
**VP:** Brost, Mike J. - VP/GM Electric Systems

**APPROVALS:**

 3/15/18

Chairman, Awards Committee Date

 3/15/18

Manager, Capital Budget Planning Date



## Formal Bid and Award System

Award #15 December 10, 2020

**Type of Award Request:** INVITATION FOR BID (IFB)  
**Request #:** 6869  
**Requestor Name:** Brunell, Baley  
**Requestor Phone:** (904) 665-6992  
**Project Title:** JEA Light and Medium Duty Vehicle Procurement Acquisition  
**FY21 Project Numbers:** 8006703, 8006562, 8006553  
**FY22 Project Numbers:** TBD  
**Project Location:** JEA  
**Funds:** Capital  
**Budget Estimate:** \$3,154,847.80

### Scope of Work:

The purpose of this Invitation for Bid (the "IFB") is to solicit pricing for the purchase of forty-nine (49) vehicles within the vehicle class categories of 112, 115, 116, 117, 122+, 123, 130 and 136 for JEA's FY 21 and FY22 fleet capital requirements for replacement for the Energy and Water departments and expansion for the Water department. This includes:

- Energy Replacement – 15 Units
- Water Replacement – 33 Units
- Water Expansion – 1 Units

**JEA IFB/RFP/State/City/GSA#:** 082-20  
**Purchasing Agent:** Roddy, Colin  
**Is this a Ratification?:** NO

### RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Amount
DUVAL FORD	Bambi Darr	bambi.darr@duvalfleet.com	1615 Cassat Ave. Jacksonville, FL 32210	\$1,707,618.00
COGGIN FORD	Eric Jore	ejore@cogginauto.com	9650 Atlantic Blvd, Jacksonville, FL 32225	\$1,008,698.00
BECK AUTOSALES, INC.	Jim Maedel	maedel@beckfleet.com	P.O. Box 443 Palatka, FL 32178	\$286,606.56

**Amount for entire term of Contract/PO:** \$3,002,922.56  
**Award Amount for remainder of this FY:** \$1,793,010.56  
**Length of Contract/PO Term:** Project Completion  
**Begin Date (mm/dd/yyyy):** 12/10/2020  
**End Date (mm/dd/yyyy):** Project Completion  
**JSEB Requirement:** N/A – No JSEBs available

**BIDDERS:**

Name	Original Bid Amount	# of Vehicle Groupings Bid	Proposed Award Amount	# of Vehicle Groupings to be Awarded
BECK AUTOSALES, INC.	\$3,014,369.30	6	\$286,606.56	2
BIG BEND CHEVROLET BUICK	\$1,263,399.00	1	\$0.00	0
COGGIN FORD	\$3,345,715.00	7	\$1,008,698.00	3
CUMBERLAND INTERNATIONAL TRUCKS	\$1,283,364.55	1	\$0.00	0
DUVAL FORD	\$2,217,275.00	5	\$1,707,618.00	2
GARBER FLEET SALES	\$710,729.00	1	\$0.00	0

**Background/Recommendations:**

Advertised on 09/23/2020. Ten (10) companies attended the optional pre-response meeting on 10/01/2020. Three (3) companies also attended an optional on-site vehicle review on 10/16/2020. At Response opening on 10/27/2020, JEA received six (6) Responses.

JEA intends to award to the lowest cost Respondent for each of the seven (7) light and medium duty vehicle groupings included in this solicitation, and companies were encouraged to bid multiple groupings for efficiency purposes. A copy of the detailed bid analysis is attached as backup and the proposed award breakout by vehicle grouping is identified below:

Vehicle Grouping	Vehicles	Proposed Awardee	Proposed Award
Group 1	Chevrolet Bolt Electric Vehicle - Base	Coggin Ford	\$116,850.00
Group 2	4X4 Sport Utility Vehicle - Base 4X2 Half Ton Pickup - Base, Option A 4X4 Half Ton Pickup - Base, Options A and C 4X4 Half Ton Crew Cab Pickup - Base, Options A and D 4X4 Half Ton Extended Cab Pickup - Option C	Coggin Ford	\$703,400.00
Group 3	4X4 One Ton Ext Cab Srw Utility Body (Unl & Composite) - Option A	Beck Auto Sales, Inc.	\$117,672.56
Group 4	4X2 One Ton Std Cab Drw Diesel Utility Body 11'- Options B, G, H, I and L	Duval Ford	\$1,192,128.00
Group 5	4X2 One Ton Ext Cab Drw Diesel Utility Body 11' - Options F and J 4X4 One Ton Ext Cab Drw Diesel Utility Body 11' - Option K 4X2 One Ton Std Cab Drw Stakebody Liftgate 16' - Base	Duval Ford	\$515,490.00
Group 6	4X2 One Ton Mid Height Lwb Van - Options A, C, and E	Coggin Ford	\$188,448.00

Group 7	4X4 One Ton Std Cab Utility Body Valve Truck 9' - Base	Beck Auto Sales, Inc.	\$168,934.00
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It should be noted for Group 6, Duval Ford was the lowest cost Respondent, but they provided a quote that did not meet all the JEA Technical Specifications indentified witin Appendix A for Group 6. Because of this, it is recommended for Group 6 to award to the next lowest cost Respondent, Coggin Ford.

When comparing JEA's past pricing to the proposed winning supplier for each respective grouping, on average JEA's new pricing will be 5.81% higher based on current market conditions. This percentage was determined by taking the last price paid and comparing those prices to the quoted unit prices of this solicitation. There were some units where no past pricing information was available for comparison purposes, as the specific assets have never been purchased prior to this solicitation, those were excluded from the increase calculation. JEA will see a year over year cost increase of \$174,469.80 across all light and medium duty vehicles (49 vehicles).

Request approval to award a contract to Duval Ford (\$1,707,618.00), Coggin Ford (\$1,008,698.00), and Beck Auto Sales, Inc. (\$286,606.56) for the combined purchase of forty-nine (49) vehicles within the vehicle class categories of 112, 115, 116, 117, 122+, 123, 130 and 136 for JEA's FY 21 and FY22 fleet capital requirements, for a total not-to-exceed amount of \$3,002,922.56, subject to the availability of lawfully appropriated funds.

**Manager:** Brunell, Baley – Manager, Fleet Services & Business Operations

**VP:** McElroy, Alan – Interim Chief Supply Chain Officer

**APPROVALS:**

*Heather Beard* 12/10/2020

**Chairman, Awards Committee** **Date**

*Kenn A. Vitone* 12/15/2020

**Budget Representative** **Date**



Name	Address	Email	Address	Amount
COGGIN FORD	Eric Jore	<a href="mailto:TBrandt@garberautomall.com">TBrandt@garberautomall.com</a>	3340 Highway 17, Green Cove Springs, FL 32043	\$1,008,698.00
BECK AUTOSALES, INC	Jim Maedel	<a href="mailto:maedel@beckfleet.com">maedel@beckfleet.com</a>	P.O. Box 443, Palatka, FL 32178	\$286,606.56
DUAVAL FORD	Bambi Darr	<a href="mailto:Bambi.Darr@duvalfleet.com">Bambi.Darr@duvalfleet.com</a>	1615 Cassat Ave, Jacksonville, FL 32210	\$1,707,618.00
			Total Award Amount	\$3,002,922.56

Vehicle Grouping	Vehicles	Proposed Awardee	Proposed Award
Group 1	Chevrolet Bolt Electric Vehicle - Base	Coggin Ford	\$116,850.00
Group 2	4X4 Sport Utility Vehicle - Base 4X2 Half Ton Pickup - Base, Option A 4X4 Half Ton Pickup - Base, Options A and C 4X4 Half Ton Crew Cab Pickup - Base, Options A and D 4X4 Half Ton Extended Cab Pickup - Option C	Coggin Ford	\$703,400.00
Group 3	4X4 One Ton Ext Cab Srw Utility Body (Unl & Composite) - Option A	Beck Auto Sales, Inc.	\$117,672.56
Group 4	4X2 One Ton Std Cab Drw Diesel Utility Body 11'- Options B, G, H, I and L	Duval Ford	\$1,192,128.00
Group 5	4X2 One Ton Ext Cab Drw Diesel Utility Body 11' - Options F and J 4X4 One Ton Ext Cab Drw Diesel Utility Body 11' - Option K 4X2 One Ton Std Cab Drw Stakebody Liftgate 16' - Base	Duval Ford	\$515,490.00
Group 6	4X2 One Ton Mid Height Lwb Van - Options A, C, and E	Coggin Ford	\$188,448.00
Group 7	4X4 One Ton Std Cab Utility Body Valve Truck 9' - Base	Beck Auto Sales, Inc.	\$168,934.00
Total		\$3,002,922.56	
FY21 Cash Flow		\$1,793,010.56	
FY22 Cash Flow		\$1,209,912.00	
Average Cost Increase		5.81%	
Amount of Increase		\$174,469.80	

JEA Light & Medium Duty Vehicle Procurement Acquisition Bid Analysis						Beck Auto Sales Inc.		Big Bend Chevrolet Buick		Coggin Ford		Cumberland International Trucks		Duval Ford		Garber Ford Inc.		MIN	
Award Category	Vehicle / Specification	Class Code	FY21 Delivery Requirements	FY22 Delivery Requirements	Total Requirements	Beck Unit Cost	Beck Submitted Cost	Big Bend Chevy Unit Cost	Big Bend Chevy Total Submitted Cost	Last Price Paid Unit Cost	Last Price Paid Total Submitted Cost	Cumberland Unit Cost	Cumberland Total Submitted Cost	Duval Fleet Unit Cost	Duval Fleet Total Submitted Cost	Garber Unit Cost	Garber Total Submitted Cost		
<b>Group 1</b>																			
Group 1	CHEVROLET BOLT ELECTRIC VEHICLE - BASE	112P	3	0	3	-	-	-	-	\$38,950.00	\$116,850.00	-	-	-	-	-	-		
						<b>Group 1 Total</b>		<b>Group 1 Total</b>		<b>Group 1 Total</b>	<b>\$116,850.00</b>	<b>Group 1 Total</b>		<b>Group 1 Total</b>		<b>Group 1 Total</b>		\$116,850.00	
										<b>FY21 Value</b>	<b>\$116,850.00</b>								
<b>Group 2</b>																			
Group 2	4X4 SPORT UTILITY VEHICLE - BASE	115	1	0	1	\$36,401.02	\$36,401.02	-	-	\$35,900.00	\$35,900.00	-	-	-	-	\$32,790.55	\$32,790.55		
	4X2 HALF TON PICKUP - BASE	116	4	0	4	\$33,232.00	\$132,928.00	-	-	\$32,945.00	\$131,780.00	-	-	-	-	\$31,561.55	\$126,246.20		
	Option A		3	0	3	\$34,222.00	\$102,666.00	-	-	\$34,195.00	\$102,585.00	-	-	-	-	\$32,346.55	\$97,039.65		
	4X4 HALF TON PICKUP - BASE	117	1	0	1	\$37,262.00	\$37,262.00	-	-	\$33,750.00	\$33,750.00	-	-	-	-	\$34,651.55	\$34,651.55		
	Option A		1	0	1	\$39,561.00	\$39,561.00	-	-	\$35,000.00	\$35,000.00	-	-	-	-	\$35,436.55	\$35,436.55		
	Option C		3	0	3	\$41,576.00	\$124,728.00	-	-	\$37,445.00	\$112,335.00	-	-	-	-	\$37,537.55	\$112,612.65		
	4X4 HALF TON CREW CAB PICKUP - BASE	117C	1	0	1	\$38,501.36	\$38,501.36	-	-	\$34,650.00	\$34,650.00	-	-	-	-	\$38,719.55	\$38,719.55		
	Option A		3	0	3	\$39,490.00	\$118,470.00	-	-	\$35,900.00	\$107,700.00	-	-	-	-	\$39,504.55	\$118,513.65		
	Option D		1	0	1	\$37,588.36	\$37,588.36	-	-	\$33,900.00	\$33,900.00	-	-	-	-	\$37,519.55	\$37,519.55		
	4X4 HALF TON EXTENDED CAB PICKUP - BASE	117X																	
Option C	2		0	2	\$42,360.00	\$84,720.00	-	-	\$37,900.00	\$75,800.00	-	-	-	-	\$38,599.55	\$77,199.10			
						<b>Group 2 Total</b>	<b>\$752,825.74</b>	<b>Group 2 Total</b>		<b>Group 2 Total</b>	<b>\$703,400.00</b>	<b>Group 2 Total</b>		<b>Group 2 Total</b>		<b>Group 2 Total</b>	<b>\$710,729.00</b>	\$703,400.00	
										<b>FY21 Value</b>	<b>\$703,400.00</b>								
<b>Group 3</b>																			
Group 3	4X4 ONE TON EXT CAB SRW UTILITY BODY (UNL & COMPOSITE) - BASE	122- UNL COMPOSITE																	
	Option A		2	0	2	\$58,836.28	\$117,672.56	-	-	\$71,800.00	\$143,600.00	-	-	\$59,106.00	\$118,212.00	-	-		
						<b>Group 3 Total</b>	<b>\$117,672.56</b>	<b>Group 3 Total</b>		<b>Group 3 Total</b>	<b>\$143,600.00</b>	<b>Group 3 Total</b>		<b>Group 3 Total</b>	<b>\$118,212.00</b>	<b>Group 3 Total</b>		\$117,672.56	
										<b>FY21 Value</b>	<b>\$117,672.56</b>								
<b>Group 4</b>																			
Group 4	4X2 ONE TON STD CAB DRW DIESEL UTILITY BODY 11' - BASE	123 STD CAB LWB																	
	Option B		0	7	7	\$120,643.00	\$844,501.00	\$123,109.00	\$861,763.00	\$121,500.00	\$850,500.00	\$124,924.05	\$874,468.35	\$116,667.00	\$816,669.00	-	-		
	Option G		1	0	1	\$64,360.00	\$64,360.00	\$68,959.00	\$68,959.00	\$99,998.00	\$99,998.00	\$70,774.05	\$70,774.05	\$62,579.00	\$62,579.00	-	-		
	Option H		0	1	1	\$131,793.00	\$131,793.00	\$133,259.00	\$133,259.00	\$132,100.00	\$132,100.00	\$135,074.05	\$135,074.05	\$126,946.00	\$126,946.00	-	-		
	Option I		1	0	1	\$124,405.00	\$124,405.00	\$127,309.00	\$127,309.00	\$125,998.00	\$125,998.00	\$129,124.05	\$129,124.05	\$120,368.00	\$120,368.00	-	-		
	Option L		1	0	1	\$67,675.00	\$67,675.00	\$72,109.00	\$72,109.00	\$70,250.00	\$70,250.00	\$73,924.05	\$73,924.05	\$65,566.00	\$65,566.00	-	-		
						<b>Group 4 Total</b>	<b>\$1,232,734.00</b>	<b>Group 4 Total</b>	<b>\$1,263,399.00</b>	<b>Group 4 Total</b>	<b>\$1,278,846.00</b>	<b>Group 4 Total</b>	<b>\$1,283,364.55</b>	<b>Group 4 Total</b>	<b>\$1,192,128.00</b>	<b>Group 4 Total</b>		\$1,192,128.00	
										<b>FY21 Value</b>	<b>\$248,513.00</b>								
<b>Group 5</b>																			
Group 5	4X2 ONE TON EXT CAB DRW DIESEL UTILITY BODY 11' - BASE	123 EXT CAB LWB																	
	Option F		0	1	1	\$100,295.00	\$100,295.00	-	-	\$102,100.00	\$102,100.00	-	-	\$97,363.00	\$97,363.00	-	-		
	Option J		3	0	3	\$71,352.00	\$214,056.00	-	-	\$127,500.00	\$382,500.00	-	-	\$68,711.00	\$206,133.00	-	-		
	4X4 ONE TON EXT CAB DRW DIESEL UTILITY BODY 11' - BASE	123 4X4 EXT CAB LWB																	
Option K	2		0	2	\$75,375.00	\$150,750.00	-	-	\$76,998.00	\$153,996.00	-	-	\$72,741.00	\$145,482.00	-	-			
4X2 ONE TON STD CAB DRW STAKEBODY LIFTGATE 16' - BASE	136 4X2	1	0	1	\$68,425.00	\$68,425.00	-	-	\$63,999.00	\$63,999.00	-	-	\$66,512.00	\$66,512.00	-	-			



OLD/EXISTING UNIT NUMBER	JEA SPECIFICATION OPTIONS	JEA CLASS CODE NEW UNITS	DESCRIPTION NEW UNITS	DIESEL, GAS, LP or ELECTRIC	ELECTIC OR WATER	FY21 REPLACEMENT COST	New Contract Price	INDEX #	PURCHASES ARRIVING IN FY21 or FY22
7241-20		115	SUV MID 4X4	UNL	W	\$42,500.00	\$35,900.00	211-W	FY 21
6141-20		116	TRUCK 1/2 T PICKUP 6'4"	UNL	E	\$35,175.00	\$32,945.00	211-E	FY 21
6810-10		116	TRUCK 1/2 T PICKUP 6'4"	UNL	W	\$35,175.00	\$32,945.00	211-W	FY 21
6811-10		116	TRUCK 1/2 T PICKUP 6'4"	UNL	W	\$35,175.00	\$32,945.00	211-W	FY 21
6820-10		116	TRUCK 1/2 T PICKUP 6'4"	UNL	W	\$35,175.00	\$32,945.00	211-W	FY 21
6117-20	A	116	TRUCK 1/2 T PICKUP 6'4"	UNL	E	\$35,175.00	\$34,195.00	211-E	FY 21
6128-20	A	116	TRUCK 1/2 T PICKUP 6'4"	UNL	E	\$35,175.00	\$34,195.00	211-E	FY 21
6146-20	A	116	TRUCK 1/2 T PICKUP 6'4"	UNL	E	\$35,175.00	\$34,195.00	211-E	FY 21
6032-10		117	TRUCK 1/2 T 4X4 PICKUP 6'4"	UNL	W	\$35,175.00	\$33,750.00	211-W	FY 21
6830-10	A	117	TRUCK 1/2 T 4X4 PICKUP 6'4"	UNL	E	\$35,175.00	\$35,000.00	211-E	FY 21
6164-20	C	117	TRUCK 1/2 T 4X4 PICKUP 6'4"	UNL	E	\$35,175.00	\$37,445.00	211-E	FY 21
6178-20	C	117	TRUCK 1/2 T 4X4 PICKUP 6'4"	UNL	E	\$35,175.00	\$37,445.00	211-E	FY 21
6824-10	C	117	TRUCK 1/2 T 4X4 PICKUP 6'4"	UNL	W	\$35,175.00	\$37,445.00	211-W	FY 21
5875-20	G	123	TRUCK 1 T UTILITY 11'	DIESEL	W	\$68,250.00	\$62,579.00	211-W	FY 21
7563-20	L	123	TRUCK 1 T UTILITY 11'	DIESEL	E	\$68,250.00	\$65,566.00	211-E	FY 21
6856-10	B	123	TRUCK 1 T UTILITY 7500 LB BOOM 11'	DIESEL	W	\$123,000.00	\$116,667.00	211-W	FY 22
6781-10	B	123	TRUCK 1 T UTILITY 7500 LB BOOM 11'	DIESEL	W	\$123,000.00	\$116,667.00	211-W	FY 22
6852-10	B	123	TRUCK 1 T UTILITY 7500 LB BOOM 11'	DIESEL	W	\$123,000.00	\$116,667.00	211-W	FY 22
6195-20	B	123	TRUCK 1 T UTILITY 7500 LB BOOM 11'	DIESEL	W	\$123,000.00	\$116,667.00	211-W	FY 22
6549-10	B	123	TRUCK 1 T UTILITY 7500 LB BOOM 11'	DIESEL	W	\$123,000.00	\$116,667.00	211-W	FY 22
6836-10	B	123	TRUCK 1 T UTILITY 7500 LB BOOM 11'	DIESEL	W	\$123,000.00	\$116,667.00	211-W	FY 22
6188-20	B	123	TRUCK 1 T UTILITY 7500 LB BOOM 11'	DIESEL	W	\$123,000.00	\$116,667.00	211-W	FY 22
6184-20	H	123	TRUCK 1 T UTILITY 7500 LB BOOM 11'	DIESEL	W	\$123,000.00	\$126,946.00	211-W	FY 22
6185-20	I	123	TRUCK 1 T UTILITY 7500 LB BOOM 11'	DIESEL	W	\$125,000.00	\$120,368.00	211-W	FY 21
7654-20	A	130	VAN 1 T CARGO MID HEIGHT	UNL	W	\$47,250.00	\$42,850.00	211-W	FY 21
6096-20	C	130	VAN 1 T CARGO MID HEIGHT	UNL	E	\$47,250.00	\$49,800.00	211-E	FY 21
5949-20	C	130	VAN 1 T CARGO MID HEIGHT	UNL	W	\$47,250.00	\$49,800.00	211-W	FY 21
7118-30	E	130	VAN 1 T CARGO MID HEIGHT	UNL	W	\$47,250.00	\$45,998.00	211-W	FY 21
7561-20		136	TRUCK 1 T STAKE/LIFTGATE 16'	DIESEL	E	\$68,250.00	\$66,512.00	211-E	FY 21
6158-20		112P	SEDAN PLUG IN ELECTRIC	ELECTRIC	E	\$38,000.00	\$38,950.00	211-E	FY 21
6163-20		112P	SEDAN PLUG IN ELECTRIC	ELECTRIC	E	\$38,000.00	\$38,950.00	211-E	FY 21
6168-20		112P	SEDAN PLUG IN ELECTRIC	ELECTRIC	E	\$38,000.00	\$38,950.00	211-E	FY 21
EXPANSION	A	117C	TRUCK 1/2 T CREW CAB 4X4 PICKUP 6'4"	UNL	W	\$38,000.00	\$35,900.00	211-02W	FY 21
5945-20	A	117C	TRUCK 1/2 T CREW CAB 4X4 PICKUP 6'4"	UNL	W	\$38,000.00	\$35,900.00	211-W	FY 21
6042-10	A	117C	TRUCK 1/2 T CREW CAB 4X4 PICKUP 6'4"	UNL	W	\$38,000.00	\$35,900.00	211-W	FY 21
6030-10		117C	TRUCK 1/2 T CREW CAB 4X4 PICKUP 6'4"	UNL	E	\$38,000.00	\$34,650.00	211-E	FY 21
7370-20	D	117C	TRUCK 1/2 T CREW CAB 4X4 PICKUP 6'4"	UNL	E	\$38,000.00	\$33,900.00	211-E	FY 21
6033-10	C	117X	TRUCK 1/2 T EXT CAB 4X4 PICKUP	UNL	W	\$37,000.00	\$37,900.00	211-W	FY 21
6817-10	C	117X	TRUCK 1/2 T EXT CAB 4X4 PICKUP	UNL	W	\$37,000.00	\$37,900.00	211-W	FY 21

OLD/EXISTING UNIT NUMBER	JEA SPECIFICATION OPTIONS	JEA CLASS CODE NEW UNITS	DESCRIPTION NEW UNITS	DIESEL, GAS, LP or ELECTRIC	ELECTIC OR WATER	FY21 REPLACEMENT COST	New Contract Price	INDEX #	PURCHASES ARRIVING IN FY21 or FY22
6863-10	A	122+ EXT CAB	TRUCK 1 T EXT CAB SRW 4X4 UTILITY 8	UNL	W	\$60,000.00	\$58,836.28	211-W	FY 21
6104-20	A	122+ EXT CAB	TRUCK 1 T EXT CAB SRW 4X4 UTILITY 8	UNL	W	\$60,000.00	\$58,836.28	211-W	FY 21
6833-10	J	123 EXT CAB	TRUCK 1 T EXT CAB UTILITY 11'	DIESEL	W	\$68,250.00	\$68,711.00	211-W	FY 21
6198-20	J	123 EXT CAB	TRUCK 1 T EXT CAB UTILITY 11'	DIESEL	W	\$68,250.00	\$68,711.00	211-W	FY 21
6200-20	J	123 EXT CAB	TRUCK 1 T EXT CAB UTILITY 11'	DIESEL	W	\$68,250.00	\$68,711.00	211-W	FY 21
6194-20	K	123 EXT CAB	TRUCK 1 T EXT CAB 4x4 UTILITY 11'	DIESEL	W	\$85,000.00	\$72,741.00	211-W	FY 21
6199-20	K	123 EXT CAB	TRUCK 1 T EXT CAB 4x4 UTILITY 11'	DIESEL	W	\$85,000.00	\$72,741.00	211-W	FY 21
6853-10	F	123 EXT CAB	TRUCK 1 T EXT CAB UTILITY 11'	DIESEL	W	\$94,747.80	\$97,363.00	211-W	FY 22
6844-10		123V	TRUCK 1 T UTILITY/VALVE MACHINE 9'	DIESEL	W	\$110,000.00	\$84,467.00	211-W	FY 22
6846-10		123V	TRUCK 1 T UTILITY/VALVE MACHINE 9'	DIESEL	W	\$110,000.00	\$84,467.00	211-W	FY 22

\$3,002,922.56