Welcome to the JEA Awards Meeting

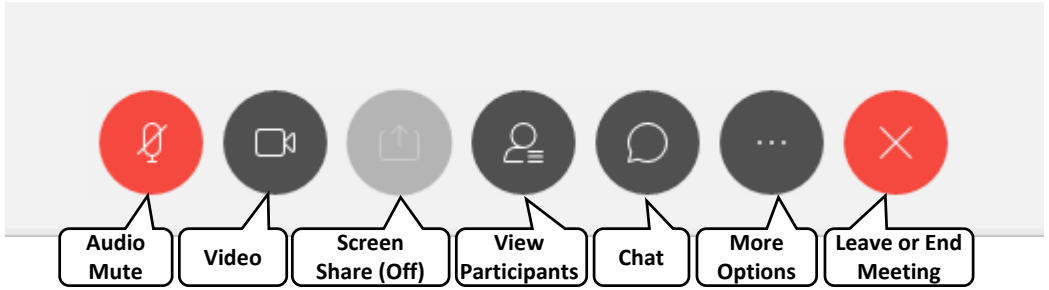
You have been joined to the meeting with your **audio muted** by default.

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 Cecil Camacho at camac@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 Cecil Camacho by telephone at (904) 568-7271 or by email at camac@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, August 12, 2021**

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 (08/05/2021).

2. 030-21 - Request approval to award a contract to Metropolitan Life Insurance Company for Dental Insurance in the amount of $1,347,874.20, which will be funded by JEA employees, subject to the availability of lawfully appropriated funds.

3. 029-21 - Request approval to award a contract to Williams Industrial Services, LLC for construction services for the Consolidated Rivertown WTP Project Package Project in the amount of $14,697,198.63, subject to the availability of lawfully appropriated funds.

4. Request approval to award a contract to the developer, WRH Longleaf, LLC, for the construction of the reclaimed water main and sewer force main by Marietta Sand Corporation for the Rivertown Parcel 1project in the amount of$699,821.83, subject to the availability of lawfully appropriated funds.

5. Request approval to award a one (1) year renewal to CDW Government, LLC for FY22 HP Equipment Purchases, in the amount of $1,986,548.96, for a new not-to-exceed amount of $2,390,240.59 subject to the availability of lawfully appropriated funds.

6. Request approval to award a change order to Sagewell, Inc. to issue incentives to customers enrolled in the charging rebate in the amount of $23,386.00, for a new not-to-exceed amount of $321,811.00, 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.

08-12-2021 Awards Committee

Award #	Type of Award	Business Unit	Estimated/ Budgeted Amount	Amount	Awardee	Term	Summary
1	Minutes	N/A	N/A	N/A	N/A	N/A	Approval of minutes from the 08/05/2021 meeting.
2	Request for Proposal (RFP) 6 proposers	Emanuel	$1,479,397.08	$1,347,874.20	Metropolitan Life Insurance Company	One (1) Yr. w/Four (4) – 1 Yr. Renewals	**Dental Insurance Plans** The purpose of this Request for Proposals (this "RFP") is to evaluate and select one Dental Insurance Company ("Company" or "Proposer") to offer fully insured dental coverage, network access, and services to the employees of JEA. Proposer is to provide a fully insured dental insurance program for all full time employees working twenty or more hours per week, eligible retirees and their eligible dependents. Proposer agrees to accept dependents included in JEA's eligibility file as eligible dependents. JEA is seeking to review three options as follows: two dental PPO Plans (High Plan and Low Plan) and one DHMO Plan. When comparing the price between the current contract and the new contract, it resulted in an estimated 8.9% percent decrease or $131,522.88 over one (1) year. MetLife offered a rate guarantee of two (2) years and a PPO five percent (5%) rate cap for the third and fourth years of the contract. Request approval to award a contract to Metropolitan Life Insurance Company for Dental Insurance in the amount of $1,347,874.20, which will be funded by JEA employees, subject to the availability of lawfully appropriated funds.
3	Invitation for Bid (IFB) 4 bidders	Vu	$15,244,214.00	$14,697,198.63	Williams Industrial Services, LLC	Project Completion	**Consolidated Rivertown WTP Project Package** The scope of work for this project is to construct the Water Treatment Plant, Production & Backup well drilling, as well as constructing the wells and associated piping and site work at the RiverTown Water Treatment Plant. Advertised on 04/15/2021. Seven (7) prime contractors attended the mandatory pre-bid meeting held on 04/28/2021. At Bid opening on 07/27/2021, JEA received four (4) Bids. Williams

08-12-2021 Awards Committee

							Industrial Services, LLC is the lowest responsive and responsible Bidder. A copy of the Bid Form and Workbook are attached as backup. The award amount of $14,697,198.63 is approximately 3.6% lower than the original budget estimate for construction costs. Some of the differences between the estimate and the bid are attributed to management and administration efficiencies and resulting cost savings by consolidating the 2 construction contracts (e.g., Part 1, well drilling contract, and Part 2, water treatment plant, well head mechanical, and pipe installation contract) into one construction contract for implementation. The bid was reviewed by JEA and deemed reasonable. 029-21 - Request approval to award a contract to Williams Industrial Services, LLC for construction services for the Consolidated Rivertown WTP Project Package Project in the amount of $14,697,198.63, subject to the availability of lawfully appropriated funds.
4	Miscellaneous 2 bidders	Vu	$806,698.00	$699,821.83	WRH Longleaf, LLC/Marietta Sand Corporation	Project Completion	**2020-0195 Rivertown Parcel 1** This project includes approximately 900 LF of 20-inch reclaimed water main, 400 LF of 4-inch sewer force main, and a JEA duplex Pump Station. The Rivertown Parcel 1 project is part of the Rivertown Developer Utility Service Agreement dated December 22, 2004. Per Partial Assignment and Assumption of Service Agreement, dated May 17, 2021, JEA will reimburse the Developer, WRH Longleaf, LLC for the improvements associated with the Rivertown Parcel 1 Project. This includes approximately 900 LF of 20-inch reclaimed water main, 400 LF of 4-inch sewer force main, and a JEA duplex Pump Station. The developer requested bids for all the utility work and the project was awarded based upon the lowest lump sum total. WRH Longleaf, LLC publically bid the project and only received two Bids. Two companies submitted

08-12-2021 Awards Committee

							a No Bid form. All of the Bidders to WRH Longleaf, LLC are listed above, with Marietta Sand Corporation being the lowest Bidder. The bid is approximately 13% less than JEA's estimate and deemed acceptable. The low bidder is the current contractor on this development, and therefore can provide JEA lower mobilization and contractor coordination costs on this project. Request approval to award a contract to the developer, WRH Longleaf, LLC, for the construction of the reclaimed water main and sewer force main by Marietta Sand Corporation for the Rivertown Parcel 1project in the amount of $699,821.83, subject to the availability of lawfully appropriated funds.
5	Renewal/ Contract Increase	Datz	$2,002,000.00, FY21 - $752,000 | FY22 - $1,250,000 {Infrastructure R&R and Other IT Projects}	$1,986,548.96	CDW Government, LLC	One (1) Year w/ One (1) – 1Yr. Renewal	This request is for contract increase for an additional purchase in FY21 for $559,087.18 and a one (1) year renewal from 10/01/2021 to 9/30/2022 for $1,427,461.78 in additional funds for CDW to continue providing discounted HP equipment in FY22. CDW will continue to offer a very competitive 47-63% discount off list price on HP equipment and first year support include the same contractual discounts on any additional related HP equipment not specifically listed in the attached pricing sheet attached as backup. The original award allows for purchase of additional equipment not specifically listed and can utilize the discount. The pricing is also comparable to recent smaller spot buys. JEA intends to do a new competitive bid following the expiration of this renewal for FY23 purchases. The estimate for FY22 purchases is significantly higher than FY21, $402,568.02, due to the specific inclusion of HPE 3Par storage purchases (award requested value of ~$931k) and HPE Simplivity environments (award requested value of ~$428k). These items were previously purchased separately either by existing GSA contracts or single bids. By including the storage purchases into this

08-12-2021 Awards Committee

							contract category discount pricing, JEA has been able to realize significant pricing reductions from the published GSA pricing resulting in a savings of greater than 50% lower than GSA. Request approval to award a one (1) year renewal to CDW Government, LLC for FY22 HP Equipment Purchases, in the amount of $1,986,548.96, for a new not-to-exceed amount of $2,390,240.59 subject to the availability of lawfully appropriated funds.
6	Change Order	Dutton	$300,000.00	$23,386.00	Sagewell, Inc.	One (1) Year w/Two (2) - One (1) Yr. Renewals	JEA's electrification efforts have the primary purpose of increasing JEA's net revenue. JEA seeks to implement a residential electric vehicle program that yields a positive return on investment to the utility. This award authorizes a turnkey residential electric vehicle off - peak charging program that is consistent with JEA customer service standards. The budget for this award includes any customer rebates. This request is for $23,386.00 in additional funds for additional incentives to customers enrolled in the charging rebate to be launched before fiscal year end. The C2M migration enables rebates to be processed. However, with the rescheduling of C2M completion to next fiscal year, JEA requests the change order amount to complete the processing of customer rebates. JEA will decide if the rebate processing will be contained in this scope of work upon contract renewal. The charging rebate is offered to customers who agree to shift and maintain their EV charging activities exclusively to the hours of 10pm to 7am Monday through Friday. This will reduce the impact of EV charging to system peak and help improve load factor. The original intent was to offer customers a bill credit, which seemed plausible when the RFP was issued and the contract signed. Due to delays with C2M we will not be able to offer bill credits to customers to pay the incentive and have requested Sagewell to perform this task.

08-12-2021 Awards Committee

							Request approval to award a change order to Sagewell, Inc. to issue incentives to customers enrolled in the charging rebate in the amount of $23,386.00, for a new not-to-exceed amount of $321,811.00, subject to the availability of lawfully appropriated funds.
Total Award				$18,754,829.62			

JEA AWARDS COMMITTEE
AUGUST 5, 2021 MEETING MINUTES

The JEA procurement Awards Committee met on August 5, 2021, 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, Julie Davis as Office of General Counsel Representative; with Laura Dutton, Joe Orfano, Ricky Erixton, Stephen Datz and Sean Conner.

Chair McCollum called the meeting to order at 10:00 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. Approval of the minutes from the last meeting (07/29/2021). Chair McCollum verbally presented the Committee Members the proposed July 29, 2021 minutes contained in the committee packet. **MOTION:** Joe Orfano made a motion to approve the July 29, 2021 minutes (Award Item 1). The motion was seconded by Stephen Datz and approved unanimously by the Awards Committee (5-0).

   The Committee Members reviewed and discussed the following Awards Items 2, and 4-5:

2. Request approval to award a contract to STV, Inc. for professional engineering services for the Six Mile Creek Bridge Replacement Utility Improvements project in the amount of $244,269.72, subject to the availability of lawfully appropriated funds.

   MOTION: Sean Conner made a motion to approve Award Item 2 as amended in the committee packet. The motion was seconded by Ricky Erixton and approved unanimously by the Awards Committee (5-0).

3. **DEFERRED** - 029-21 – Request approval to award a contract to Williams Industrial Services, LLC for construction services for the Consolidated Rivertown WTP Project Package Project in the amount of $14,697,198.63, subject to the availability of lawfully appropriated funds.

4. 1410326449 – Request approval to award a contract to Sawcross, Inc. for construction services for the Cedar Bay Water Reclamation Facility Backup Power System in the amount of $3,074,000.00, subject to the availability of lawfully appropriated funds.

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

3. 1410326253 – Request approval to award a contract to Eversafe Building Maintenance Corp for Facilities Janitorial Services (JSEB) Sheltered Market - Generating Stations for a total not-to-exceed amount of

$489,552.43, subject to the availability of lawfully appropriated funds.

MOTION: Ricky Erixton made a motion to approve Award Item 5 as presented in the committee packet. The motion was seconded by Laura Dutton and approved unanimously by the Awards Committee (5-0).

Informational Item:

No informational items were presented to the Awards Committee.

Ratifications:

No ratifications were presented to the Awards Committee.

Public Comments:

No additional public comment speaking period was taken.

Adjournment:

Chair McCollum adjourned the meeting at 10:19 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/

Approved by the JEA Awards Committee

Date: 08/12/2021 Item# 2

Formal Bid and Award System

Award #2 August 12, 2021

Type of Award Request: REQUEST FOR PROPOSAL (RFP)
Requestor Name: Fleming, Dawn D. – Benefits Analyst
Requestor Phone: (904) 665-8693
Project Title: Dental Insurance Plans
Project Number: Self-Insured Fund
Project Location: JEA
Funds: Insurance Pass-Through
Award Estimate: $1,479,397.08
Scope of Work:

The purpose of this Request for Proposals (this "RFP") is to evaluate and select one Dental Insurance Company ("Company" or "Proposer") to offer fully insured dental coverage, network access, and services to the employees of JEA. Proposer is to provide a fully insured dental insurance program for all full time employees working twenty or more hours per week, eligible retirees and their eligible dependents. Proposer agrees to accept dependents included in JEA's eligibility file as eligible dependents. JEA is seeking to review three options as follows: two dental PPO Plans (High Plan and Low Plan) and one DHMO Plan.

JEA IFB/RFP/State/City/GSA#: 030-21
Purchasing Agent: Selders, Elaine
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
METROPOLITAN LIFE INSURANCE COMPANY	David Gartrell	dgartrell@metlife.com	4010 W. Boy Scout Boulevard Ste 950, Tampa, Florida 33607	(813) 673-3502	$1,347,874.20

Amount for entire term of Contract/PO: $1,347,874.20
Award Amount for remainder of this FY: $0.00
Length of Contract/PO Term: One (1) Yr. w/Four (4) – 1 Yr. Renewals
Begin Date (mm/dd/yyyy): 01/01/2022
End Date (mm/dd/yyyy): 12/31/2022
Renewal Options: YES - Four (4) – 1 Yr. Renewals
JSEB Requirement: N/A– Optional

BIDDER:

Name	Annual Amount	Rank	Final Score
METLIFE	$1,347,874.20	1	79.33

HUMANA	$1,462,707.00	2	72.83
UNITED CONCORDIA	$1,559,332.56	3	68.50
DELTA DENTAL	$1,460,138.28	4	67.50
AETNA	$1,437,688.44	5	67.17
FLORIDA COMBINED LIFE, FLORIDA BLUE	N/A	N/A	Disqualified

Background/Recommendations:

Advertised on 04/29/2021. At Proposals opening on 05/25/2021, JEA received six (6) Proposals but one was disqualified as they did not provide the DHMO Plan. The companies were evaluated on premiums, rate guarantees, network, plan design, response time, experience, workload, proximity and financial responsibility. Metropolitan Life Insurance Company (MetLife) has been deemed the highest evaluated Responsive and Responsible Proposer. A copy of the Proposal Form, Rates and Evaluation Results are attached as backup.

JEA utilized the expertise of Gallagher Benefit Services to administer and evaluate this RFP in compliance with JEA purchasing requirements. Gallagher provided a dental cost comparison which has also been attached as backup.

When comparing the price between the current contract and the new contract, it resulted in an estimated 8.9% percent decrease or $131,522.88 over one (1) year. MetLife offered a rate guarantee of two (2) years and a PPO five percent (5%) rate cap for the third and fourth years of the contract. The fifth year will be done through negotiations without a cap. If the rates are not reasonable, JEA will rebid the services.

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 breakdown:

- **Total cost difference**: $131,522.88

030-21 - Request approval to award a contract to Metropolitan Life Insurance Company for Dental Insurance in the amount of $1,347,874.20, which will be funded by JEA employees, subject to the availability of lawfully appropriated funds.

Manager: Becker, Carl R. - Manager Benefits Services
Director: Maillis, Patricia L. - Director, Employee Services
Chief: Emanuel, L. David. - Chief Human Resources Officer

APPROVALS:

08/12/2021

Chairman, Awards Committee **Date**

8/12/21

Budget Representative **Date**

FORM 6
PROPOSAL FORM

PROPOSER INFORMATION:

PROPOSER NAME: Metropolitan Life Insurance Company

BUSINESS ADDRESS: 200 Park Avenue

CITY, STATE, ZIP CODE: New York, NY 10166

TELEPHONE: 813-673-3502, David Gartrell, Sr. Account Executive

FAX: Not available.

EMAIL OF CONTACT: dgartrell@metlife.com

WEBSITE: www.metlife.com

QUOTATION OF EMPLOYEE PREMIUMS, JEA RATES, OR FEES PROPOSED BY THE PROPOSER

Maximum score for criterion is: 20 Points

Illustrate the Proposer's competitiveness on the DHMO and PPO premium and rates as proposed in Form 4 – Proposed Pricing and Rate Exhibit in this RFP. Overall competiveness of individual premiums, monthly and annual costs are the main factor of this criteria.

Please note the prices quoted by the Proposer on the Proposal Form must be firm-fixed prices, not estimates. Any modifications, exceptions, or objections contained within the response form may subject the response to disqualification.

PREMIUM RATE GUARANTEES

Maximum score for criterion is: 15 Points

Please provide Proposer's period of premium or rate guarantees or rate caps as it relates to the premium and rates your company has offered in this RFP response. Please express your premium and rate guarantees in months. 12, 24, 35, 48, 60 months. A multi-year rate guarantee is preferred with proposed rate caps in subsequent years of contract. Provide rate guarantees on Form 4 – Proposed Pricing and Rate Exhibit.

DENTAL PROVIDER NETWORK

Maximum score for criterion is: 10 Points

Demonstrate the size, quality and scope of Proposer's dental PPO and DHMO network in Northeast Florida. This will include number of dentists, dental practices, and general scope of providers being offered to the JEA employees. Completion of Form 2 – Dental Provider Network and requested geo access reporting will be used to evaluate network.

PPO AND DHMO PLAN DESIGN

Maximum score for criterion is: 10 Points

Proposer must provide benefits that match or enhance current PPO and DHMO plans that are currently offered to JEA participants. If plan deviations are not disclosed, proposed plans will be treated as mirroring the current plan designs. See Appendix C – Current and Requested Dental Plans with Rate History and Contributions. Information will be evaluated from responses in Form 1 – RFP Interrogatories/Questionnaire.

CLAIM ADJUDICATION, TIMING ACCURACY AND SERVICE RESPONSE

Maximum score for criterion is: 10 Points

Please provide information about Proposer's claims adjudication, percentage of accuracy, timely claims processing and grievance procedures. Information will be evaluated from responses in Form 1 – RFP Interrogatories/Questionnaire.

COMPETENCE OF PROPOSER AND PROPOSER'S REPRESENTATIVES

Maximum score for this criterion: 10 Points

Include professional and/or technical education and training; experience in the project to be undertaken; availability of adequate personnel, equipment and facilities. List previous projects similar to the one in the RFP, which have been satisfactorily completed. Provide resumes of principal staff/project manager showing years of experience in the field for similar projects. Information will be evaluated from responses in Form 1 – RFP Interrogatories/Questionnaire.

CURRENT WORKLOAD AND ABILITY TO IMPLEMENT JEA AS A NEW BUSINESS ACCOUNT

Maximum Score for Criterion is: 10 Points

Provide the number and size of the projects currently being administered by Proposer. Confirm Proposer's ability to successfully add the new client the size of JEA to your block of business. Confirm that Proposer can successfully implement JEA effective January 1, 2022 and the ability of Proposer to have representatives at JEA's Open Enrollment in November 2021 (as allowed due to COVID-19). Information will be evaluated from responses in Form 1 – RFP Interrogatories/Questionnaire.

PROXIMITY TO THE PROJECT

Maximum Score for Criteria is: 5 Points

Document the location of Proposer's corporate headquarters, which, if located in Jacksonville, Florida, no further information is required and maximum points will be awarded. If not located in Jacksonville, FL Proposers are requested to demonstrate, define and provide examples of their ability to provide the services contemplated herein in a manner comparable to having a local office in Jacksonville, Florida or to show that a local office is not necessary to satisfactorily perform the services required for this project, in which event maximum points may be awarded. Information will be evaluated from responses in Form 1 – RFP Interrogatories/Questionnaire.

FINANCIAL RESPONSIBILITY AND STABILITY

Maximum Score for Criteria is: 10 Points

Describe form of business Proposer is organized under, i.e., proprietorship, partnership, corporation; years in business; changes in ownership past, present, pending and/or threatened legal proceedings within any forum; and any other information Proposer may wish to supply to demonstrate financial responsibility. Provide information on Proposer's A. M. Best rating as well as Standard & Poor, Moody's and Fitch rating. Failure to provide all listed information and documentation will result in score less than maximum for this criterion. Information will be evaluated from responses in Form 1 – RFP Interrogatories/Questionnaire.

Proposer's Certification

By submitting this Proposal, the Proposer certifies (1) that the Proposer has read and reviewed all of the documents pertaining to this RFP and agrees to abide by the terms and conditions set forth therein, (2) that the person signing below is an authorized representative of the Proposer, and (3) that the Proposer is legally authorized to do business and maintains an active status, in the State of Florida. The Company certifies that its recent, current, and projected workload will not interfere with the Proposer'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 Proposer shall ~~immediately~~ promptly notify JEA of status change that direct impacts the provision of the services requested by JEA in the RFP.

*Subject to the deviations document included with our proposal.

Please initial below:

___ **(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".**

We have received addenda 1 through 3

Signature of Authorize Officer of Proposer or Agent	May 17, 2021 Date
Brian Blackburn, Authorized Person Printed Name & Title	813-673-3502 David Gartrell, Sr. Account Executive Phone Number

FORM 4
PROPOSED PRICING AND RATE EXHIBIT

Dental Insurance Plans Rate Exhibit

Please illustrate in this section Proposer's premiums, fees, or charges that you are proposing for the Dental Insurance Plans RFP. **Please provide Proposer's rates net of commission.** Any additional premiums, fees or costs not disclosed in this premium exhibit shall be the responsibility of the Proposer.

Failure to disclose full information on premiums, rates, fees or additional charges may result in the lowering of Proposer's scoring or disqualification of your proposal.

If Proposer is proposing a multiyear rate guarantee, please show the rate guarantees in months. (i.e., 12-month, 24-month, etc.)

All proposed premiums and or fees should be net of commissions.

All proposed premiums, fees, charges for the services provided under this RFP must be firm regardless of the number of employees and retirees who enroll. Proposers must specify any restrictions or limitations on the premiums, fees, charges and services quoted. Any limitations or restrictions not disclosed in Proposer's Proposal shall be the responsibility of Proposer.

(*Remainder of page intentionally left blank)*

FORM 4
PROPOSED PRICING AND RATE EXHIBIT

Plan	Number of Employees	Quoted Rates	Total Monthly Premium	Total Annual Premium
Low PPO Plan				
Employee	145	$24.89	$3,609.05	$43,308.60
Employee/Spouse	75	$41.34	$3,100.50	$37,206.00
Employee/Child	36	$46.36	$1,668.96	$20,027.52
Family	89	$72.47	$6,449.83	$77,397.96
Low PPO Plan Total	**345**		**$14,828.34**	**$177,940.08**
High PPO Plan				
Employee	490	$37.13	$18,193.70	$218,324.40
Employee/Spouse	377	$61.66	$23,245.82	$278,949.84
Employee/Child	160	$69.17	$11,067.20	$132,806.40
Family	301	$108.08	$32,532.08	$390,384.96
High PPO Plan Total	**1328**		**$85,038.80**	**$1,020,465.60**
DHMO				
Employee	303	$11.98	$3,629.94	$43,559.28
Employee/Spouse	133	$20.97	$2,789.01	$33,468.12
Employee/Child	77	$25.16	$1,937.32	$23,247.84
Family	116	$35.34	$4,099.44	$49,193.28
DHMO Plan Total	**629**		**$12,455.71**	**$149,468.52**
GRAND TOTAL				

The above rates are guaranteed for: _____24_____ Months.

After expiration of initial rate guarantee there will be a maximum rate cap of _____5_____%.

I confirm the rates, fees, costs and charges provided on this form have been accurately disclosed, are net of commissions and are guaranteed for the time period stated. I understand that any plan rates, fees, costs or additional charges not disclosed in this Form 4 are not the responsibility of JEA.

Failure to sign this form may result in the lowering of your score or disqualification of your proposal.

Signature of Proposer representative
Brian Blackburn, Authorized Person

May 20, 2021
Date

030-21 Dental Services

Vendor Rankings	D. Fleming	A. Edenfield	D. Scott	Σ Rank	**Rank**
Metlife	1	1	1	3	**1**
Humana	2	2	2	6	**2**
Delta Dental	3	5	3	11	**3**
United Concordia	4	4	3	11	**3**
Aetna	5	3	5	13	**5**

D. Fleming	Quotation of Rates (20 Points)	Premium Rate Guarantees (15 Points)	Network (10 Points)	PPO/DHMO Design (15 Points)	Claims, Timing & Service (10 Points)	Competence & Represenatives (10 Points)	Current Workload (5 Points)	Proximity (5 Points)	Financial Responsibility (10 Points)
Aetna	10	10	4	8	9	8	3	5	4
Delta Dental	10	6	8	10	9	9	5	3	6
Humana	12	10	8	9	7	9	3	5	6
Metlife	16	14	7	13	7	9	5	3	5
United Concordia	12	5	8	15	5	8	3	5	4

A. Edenfield	Quotation of Rates (20 Points)	Premium Rate Guarantees (15 Points)	Network (10 Points)	PPO/DHMO Design (15 Points)	Claims, Timing & Service (10 Points)	Competence & Represenatives (10 Points)	Current Workload (5 Points)	Proximity (5 Points)	Financial Responsibility (10 Points)
Aetna	10	10	7.5	9	9.5	9.5	3	5	6.5
Delta Dental	10	6	6.5	9	10	10	3.5	2.5	7.5
Humana	12	10	7.5	10	9	9.5	3.5	5	8
Metlife	16	14	7	11	6.5	10	4.5	2.5	7.5
United Concordia	12	5	8.5	14	7	10	3	5	4.5

D. Scott	Quotation of Rates (20 Points)	Premium Rate Guarantees (15 Points)	Network (10 Points)	PPO/DHMO Design (15 Points)	Claims, Timing & Service (10 Points)	Competence & Represenatives (10 Points)	Current Workload (5 Points)	Proximity (5 Points)	Financial Responsibility (10 Points)
Aetna	10	10	5	10	10	9	3.5	5	8
Delta Dental	10	6	8	13	9.5	10	4.5	3	7.5
Humana	12	10	5.5	12	9	9	3	5	9.5
Metlife	16	14	6	12	9	10	5	3	5
United Concordia	12	5	9	13	7.5	10	3	5	7

Overall Averages	Quotation of Rates (20 Points)	Premium Rate Guarantees (15 Points)	Network (10 Points)	PPO/DHMO Design (15 Points)	Claims, Timing & Service (10 Points)	Competence & Represenatives (10 Points)	Current Workload (5 Points)	Proximity (5 Points)	Financial Responsibility (10 Points)
Aetna	10.00	10.00	5.50	9.00	9.50	8.83	3.17	5.00	6.17
Delta Dental	10.00	6.00	7.50	10.67	9.50	9.67	4.33	2.83	7.00
Humana	12.00	10.00	7.00	10.33	8.33	9.17	3.17	5.00	7.83
Metlife	16.00	14.00	6.67	12.00	7.50	9.67	4.83	2.83	5.83
United Concordia	12.00	5.00	8.50	14.00	6.50	9.33	3.00	5.00	5.17

Gallagher
Insurance | Risk Management | Consulting

JEA
Dental Cost Comparison
Effective Date of Coverage: 1/1/2022

	Carrier	United Concordia/Solstice						Aetna			Delta Dental			Humana			MetLife			UCCI		
	Plan	Current						Proposed			Proposed			Proposed			Proposed			Proposed		
	Rate Guarantee	UCCI PPO rates effective 1/1/20 through 12/31/21 Solstice DHMO rates effective 1/1/20 through 12/31/21						PPO Rates - 2 Years; 3rd & 4th Years Rate Cap - 5% DHMO Rates - 2 Years; 3rd & 4th Years Rate Cap - 4%			2 Years			3 Years 4th & 5th Year Rate Cap - not to exceed 6%			2 Years PPO - 3rd & 4th Year Rate Cap - 5%			PPO Rates - 2 Years; 3rd Year Rate Cap - 8%; DHMO Rates - 5 Years		
	Plan Name	UCC Low PPO		UCC High PPO		Solstice DHMO		Low PPO	High PPO	DHMO	Low PPO	High PPO	DHMO	Low PPO	High PPO	DHMO HS205	Low PPO	High PPO	DHMO	Low PPO	High PPO	DHMO
	Number of Enrolled																					
Rates	Employee Only	145	$27.66	490	$41.25	303	$12.06	$26.45	$39.45	$13.40	$27.11	$40.42	$12.66	$27.29	$40.70	$10.67	$24.89	$37.13	$11.98	$29.32	$43.73	$12.06
Rates	Employee + Spouse	75	$45.93	377	$68.51	133	$21.11	$43.92	$65.52	$23.46	$45.01	$67.14	$22.17	$45.32	$67.60	$21.34	$41.34	$61.66	$20.97	$48.69	$72.62	$21.11
Rates	Employee + Children	36	$51.51	160	$76.86	77	$26.13	$49.26	$73.50	$29.04	$50.48	$75.32	$27.44	$50.83	$75.84	$24.02	$46.36	$69.17	$25.16	$54.60	$81.47	$26.13
Rates	Employee + Family	89	$80.52	301	$120.09	116	$33.17	$77.00	$114.84	$36.87	$78.91	$117.69	$34.83	$79.45	$118.50	$38.65	$72.47	$108.08	$35.34	$85.35	$127.30	$33.17
Rates	Total Enrollment	345		1,328		629																
Cost	**Monthly Plan Cost**	**$16,476.09**		**$94,485.46**		**$12,321.54**		**$15,755.61**	**$90,358.38**	**$13,693.38**	**$16,146.97**	**$92,593.47**	**$12,937.75**	**$16,256.98**	**$93,231.10**	**$12,404.17**	**$14,828.34**	**$85,038.80**	**$12,455.71**	**$17,464.90**	**$100,157.94**	**$12,321.54**
Cost	**Annual Plan Cost**	**$197,713.08**		**$1,133,825.52**		**$147,858.48**		**$189,067.32**	**$1,084,300.56**	**$164,320.56**	**$193,763.64**	**$1,111,121.64**	**$155,253.00**	**$195,083.76**	**$1,118,773.20**	**$148,850.04**	**$177,940.08**	**$1,020,465.60**	**$149,468.52**	**$209,578.80**	**$1,201,895.28**	**$147,858.48**
Cost	**Total Annual Dental Plan Cost**	**$1,479,397.08**						**$1,437,688.44**			**$1,460,138.28**			**$1,462,707.00**			**$1,347,874.20**			**$1,559,332.56**		
Cost	**Annual $ Difference**	**N/A**						**($41,708.64)**			**($19,258.80)**			**($16,690.08)**			**($131,522.88)**			**$79,935.48**		
Cost	**Annual % Difference**	**N/A**						**-2.8%**			**-1.3%**			**-1.1%**			**-8.9%**			**5.4%**		
	Notes							$25,000 Implementation Credit Offered						$50,000 Implementation Credit Offered								

This analysis is for illustrative purposes only, and is not a proposal for coverage or a guarantee of future expenses, claims costs, managed care savings, etc. There are many variables that can affect future health care costs including utilization patterns, catastrophic claims, changes in plan design, health care trend increases, etc. This analysis does not amend, extend, or alter the coverage provided by the actual insurance policies and contracts. See your policy or contact us for specific information or further details in this regard.

Approved by the JEA Awards Committee

Date: 08/12/2021 Item# 3

Formal Bid and Award System

Award #3 August 12, 2021

Type of Award Request: INVITATION FOR BID (IFB)
Request #: 114
Requestor Name: Willoughby, Mickey L.
Requestor Phone: (904) 665-8949
Project Title: Consolidated Rivertown WTP Project Package
Project Number: 8003981
Project Location: JEA
Funds: Capital
Budget Estimate: $15,244,214.00
Scope of Work:

The scope of work for this project is to construct the Water Treatment Plant, Production & Backup well drilling, as well as constructing the wells and associated piping and site work at the RiverTown Water Treatment Plant.

JEA IFB/RFP/State/City/GSA#: 029-21
Purchasing Agent: King, David
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
WILLIAMS INDUSTRIAL SERVICES, LLC.	Matt Morgan	mmorgan@wisgrp.com	591 Picketville Rd., Jacksonville, FL 32220	(904) 696-9994	$14,697,198.63

Amount for entire term of Contract/PO: $14,697,198.63
Award Amount for remainder of this FY: $0.00
Length of Contract/PO Term: Project Completion
Begin Date: 10/01/2021
End Date: Project Completion (Expected: May 2023)
JSEB Requirement: Ten Percent (10%) Requirement
Comments on JSEB Requirements:

Complete Services (Well Drilling) - 10%

BIDDERS:

Name	Amount
WILLIAMS INDUSTRIAL SERVICES, LLC	$14,697,198.63
SAWCROSS, INC.	$15,128,634.00
WHARTON-SMITH INC.	$16,237,000.00
PETTICOAT SCHMITT CIVIL CONTRACTORS INC.	$16,413,969.00

Background/Recommendations:
Advertised on 04/15/2021. Seven (7) prime contractors attended the mandatory pre-bid meeting held on 04/28/2021. At Bid opening on 07/27/2021, JEA received four (4) Bids. Williams Industrial Services, LLC is the lowest responsive and responsible Bidder. A copy of the Bid Form and Workbook are attached as backup.

The award amount of $14,697,198.63 is approximately 3.6% lower than the original budget estimate for construction costs. Some of the differences between the estimate and the bid are attributed to management and administration efficiencies and resulting cost savings by consolidating the 2 construction contracts (e.g., Part 1, well drilling contract, and Part 2, water treatment plant, well head mechanical, and pipe installation contract) into one construction contract for implementation. The bid was reviewed by JEA and deemed reasonable.

029-21 - Request approval to award a contract to Williams Industrial Services, LLC for construction services for the Consolidated Rivertown WTP Project Package Project in the amount of $14,697,198.63, subject to the availability of lawfully appropriated funds.

Manager: Phillips, Brian R - Mgr W/WW Project Management
Director: Conner, Sean M. - Dir W/WW Project Engineering & Construction
VP: Vu, Hai X. - VP Water Wastewater Systems

APPROVALS:

08/12/2021

Chairman, Awards Committee **Date**

8/12/21

Budget Representative **Date**

Appendix B - Bid Form
029-21 Consolidated Rivertown WTP Project Package

Submit the Bid electronically as described in section 1.1.3 of the Solicitation.

Company Name: Williams Industrial Services, LLC

Company's Address: 591 Picketville Rd., Jacksonville, Fl 32220

License Number: CGC1509613

Phone Number: 904-696-9994 FAX No: 696-9997 Email Address: mmorgan@wisgrp.com

BID SECURITY REQUIREMENTS
☐ None required
☒ Certified Check or Bond (Five Percent (5%)

TERM OF CONTRACT
☐ One Time Purchase
☐ Annual Requirements
☒ Other, Specify - Project Completion

SAMPLE REQUIREMENTS
☒ None required
☐ Samples required prior to Bid Opening
☐ Samples may be required subsequent to Bid Opening

SECTION 255.05, FLORIDA STATUTES CONTRACT BOND
☐ None required
☒ Bond required 100% of Bid Award

QUANTITIES
☐ Quantities indicated are exacting
☒ Quantities indicated reflect the approximate quantities to be purchased Throughout the Contract period and are subject to fluctuation in accordance with actual requirements.

INSURANCE REQUIREMENTS

Insurance required

PAYMENT DISCOUNTS	
☐ 1% 20, net 30 ☐ 2% 10, net 30 ☐ Other _____ ☒ None Offered	

ENTER YOUR BID FOR SOLICITATION 029-21	TOTAL BID PRICE
Total Bid Price for the Project (enter total from cell G134 in the Bid Workbook)	**$** 14,697,198.63

☒ **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".**

BIDDER CERTIFICATION

By submitting this Bid, the Bidder certifies that it has read and reviewed all of the documents pertaining to this Solicitation, that the person signing below is an authorized representative of the Bidding Company, that the Company is legally authorized to do business in the State of Florida, and that the Company maintains in active status an appropriate contractor's license for the work (if applicable). The Bidder also certifies that it complies with all sections (including but not limited to Conflict of Interest and Ethics) of this Solicitation.

We have received addenda 1 through 6

Matt M 07/27/2021
Handwritten Signature of Authorized Officer of Company or Agent Date

Matt Morgan - President
Printed Name and Title

029-21 Addendum 4 Appendix B - Bid Workbook

Consolidated Rivertown WTP Project Package

(Only complete the Prices in Yellow Cells)

Version Dated: May 27, 2021

Part 1: Well Nos. 1, 2, and Backup Well No. 3, Production Well Drilling

PART 1 OR 2	ITEM #	DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	EXTENDED PRICE
	BASE BID - PRODUCTION WELL NO. 1 CONSTRUCTION AND TESTING					
Part 1	**1**	Mobilization	Lump Sum	1	$79,635.00	$79,635.00
Part 1	**2**	Permitting *(See Allowance for Permit Fees, **Part 1 and 2**, Bid Item No. 24 Below)*				
Part 1	**3**	Erosion and Sediment Controls	Lump Sum	1	$2,537.64	$2,537.64
Part 1	**4**	Temporary Security Fencing and Gate	Lump Sum	1	$3,041.64	$3,041.64
Part 1	**5**	Demobilization	Lump Sum	1	$5,182.00	$5,182.00
Part 1	**6**	Drill Pilot Hole and 36-inch Borehole for Surface Casing, per foot	Linear Feet	100	$328.00	$32,800.00
Part 1	**7**	Furnish, Install, and Grout 30-inch Surface Casing, per foot	Linear Feet	100	$325.40	$32,540.00
Part 1	**8**	Drill Pilot Hole and 29-inch Borehole for 20-inch Final Casing, per foot	Linear Feet	220	$202.00	$44,440.00
Part 1	**9**	Furnish, Install, and Grout 20-inch Final Casing, per foot	Linear Feet	320	$252.00	$80,640.00
Part 1	**10**	Drill Nominal 19-inch Open Hole, per foot	Linear Feet	280	$258.50	$72,380.00
Part 1	**11**	Backplug Open Borehole, if Unsuitable Water Quality is Encountered, per foot	Linear Feet	50	$66.00	$3,300.00
Part 1	**12**	Geophysical Logging and Video Inspection	Lump Sum	1	$37,020.00	$37,020.00
Part 1	**13**	Furnish and Install all Equipment and Conduct Step-Drawdown Pumping Test	Lump Sum	1	$26,500.00	$26,500.00
Part 1	**14**	Furnish, Install, Operate all Equipment to Disinfect Well	Lump Sum	1	$4,800.00	$4,800.00
Part 1	**15**	Furnish, Install, Operate all Equipment to Develop Well	Hours	12	$491.00	$5,892.00
Part 1	**16**	Overexcavation of Unsuitable Materials including Hauling	Cubic Yards	420	$8.25	$3,465.00
Part 1	**17**	Fill and Backfill (Compacted Volume Based on Surveyor's Calculation)	Cubic Yards	420	$22.19	$9,319.80
Part 1	**18**	Furnish, Install, and Operate Fluid Management System in accordance with Section 33 21 19, Water Wells for Production Well No. 1	Lump Sum	1	$31,500.00	$31,500.00
Part 1	**19**	Furnish All Equipment and Conduct 72-Hour Constant-Rate Pumping Test	Lump Sum	1	$44,100.00	$44,100.00
Part 1	**20**	Equipment Standby Time for Production Well No. 1	Hours	8	$239.00	$1,912.00
Part 1	**21**	Crew Standby Time for Production Well No. 1	Hours	8	$245.50	$1,964.00
Part 1	**22**	Soil Testing Allowance	Allowance	1	$2,000.00	$2,000.00
Part 1	**23**	Supplemental Work Authorization (SWA)	Allowance	1	$27,500.00	$27,500.00
Part 1				**SUBTOTAL FOR PRODUCTION WELL NO. 1:**		**$552,469.08**
	BASE BID - PRODUCTION WELL NO. 2 CONSTRUCTION AND TESTING					
Part 1	**24**	Mobilization	Lump Sum	1	$70,982.00	$70,982.00
Part 1	**25**	Permitting *(See Allowance for Permit Fees, **Part 1 and 2**, Bid Item No. 24 Below)*				
Part 1	**26**	Erosion and Sediment Controls	Lump Sum	1	$3,185.28	$3,185.28
Part 1	**27**	Temporary Security Fencing and Gate	Lump Sum	1	$4,949.28	$4,949.28
Part 1	**28**	Demobilization	Lump Sum	1	$4,008.00	$4,008.00
Part 1	**29**	Drill Pilot Hole and 36-inch Borehole for Surface Casing, per foot	Linear Feet	100	$328.00	$32,800.00
Part 1	**30**	Furnish, Install, and Grout 30-inch Surface Casing, per foot	Linear Feet	100	$325.40	$32,540.00
Part 1	**31**	Drill Pilot Hole and 29-inch Borehole for 20-inch Final Casing, per foot	Linear Feet	220	$202.00	$44,440.00
Part 1	**32**	Furnish, Install, and Grout 20-inch Final Casing, per foot	Linear Feet	320	$252.00	$80,640.00
Part 1	**33**	Drill Nominal 19-inch Open Hole, per foot	Linear Feet	280	$258.50	$72,380.00
Part 1	**34**	Backplug Open Borehole, if Unsuitable Water Quality is Encountered, per foot	Linear Feet	50	$66.00	$3,300.00
Part 1	**35**	Geophysical Logging and Video Inspection	Lump Sum	1	$37,020.00	$37,020.00
Part 1	**36**	Furnish and Install all Equipment and Conduct Step-Drawdown Pumping Test	Lump Sum	1	$26,500.00	$26,500.00

Part 1	**37**	Furnish, Install, Operate all Equipment to Disinfect Well	Lump Sum	1	$4,800.00	$4,800.00
Part 1	**38**	Furnish, Install, Operate all Equipment to Develop Well	Hours	12	$491.00	$5,892.00
Part 1	**39**	Clearing & Grubbing	Square Yards	3,720	$5.29	$19,678.80
Part 1	**40**	Overexcavation of Unsuitable Materials including Hauling	Cubic Yards	2,480	$16.56	$41,068.80
Part 1	**41**	Subgrade Preparation	Lump Sum	1	$11,018.70	$11,018.70
Part 1	**42**	Fill and Backfill (Compacted Volume Based on Surveyor's Calculation)	Cubic Yards	4,980	$22.11	$110,107.80
Part 1	**43**	Sod and Staking	Square Yards	1,160	$2.77	$3,213.20
Part 1	**44**	Seeding and Mulching	Square Yards	2,500	$1.45	$3,625.00
Part 1	**45**	Gravel Entrance	Cubic Yards	30.5	$211.68	$6,456.24
Part 1	**46**	Furnish, Install, and Operate Fluid Management System in accordance with Section 33 21 19, Water Wells for Production Well No. 2	Lump Sum	1	$31,500.00	$31,500.00
Part 1	**47**	Equipment Standby Time for Production Well No. 2	Hours	8	$239.00	$1,912.00
Part 1	**48**	Crew Standby Time for Production Well No. 2	Hours	8	$245.00	$1,960.00
Part 1	**49**	Soil Testing Allowance	Allowance	1	$6,500.00	$6,500.00
Part 1	**50**	Supplemental Work Authorization (SWA)	Allowance	1	$27,500.00	$27,500.00
Part 1					**SUBTOTAL FOR PRODUCTION WELL NO. 2:**	**$687,977.10**
Part 1					**Subtotal (Base Bid Price for Production Well Nos. 1 and 2):**	**$1,240,446.18**

PART 1 OR 2	ITEM #	DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	EXTENDED PRICE
	ALTERNATE BID ITEM - BACKUP WELL NO. 3 CONSTRUCTION AND TESTING					
Part 1	**51**	Mobilization	Lump Sum	1	$104,547.00	$104,547.00
Part 1	**52**	Permitting *(See Allowance for Permit Fees,* ***Part 1 and 2*** *, Bid Item No. 24 Below)*				
Part 1	**53**	Site Erosion and Sediment Controls	Lump Sum	1	$4,121.46	$4,121.46
Part 1	**54**	Temporary Security Fencing and Gate	Lump Sum	1	$3,454.92	$3,454.92
Part 1	**55**	Demobilization	Lump Sum	1	$6,804.00	$6,804.00
Part 1	**56**	Drill Pilot Hole and 36-inch Borehole for Surface Casing, per foot	Linear Feet	100	$328.00	$32,800.00
Part 1	**57**	Furnish, Install, and Grout 30-inch Surface Casing, per foot	Linear Feet	100	$325.40	$32,540.00
Part 1	**58**	Drill Pilot Hole and 29-inch Borehole for 20-inch Final Casing, per foot	Linear Feet	220	$202.00	$44,440.00
Part 1	**59**	Furnish, Install, and Grout 20-inch Final Casing, per foot	Linear Feet	320	$252.00	$80,640.00
Part 1	**60**	Drill Nominal 19-inch Open Hole, per foot	Linear Feet	280	$258.50	$72,380.00
Part 1	**61**	Backplug Open Borehole, if Unsuitable Water Quality is Encountered, per foot	Linear Feet	50	$66.00	$3,300.00
Part 1	**62**	Geophysical Logging and Video Inspection	Lump Sum	1	$35,720.00	$35,720.00
Part 1	**63**	Furnish and Install all Equipment and Conduct Step-Drawdown Pumping Test	Lump Sum	1	$27,020.00	$27,020.00
Part 1	**64**	Furnish, Install, Operate all Equipment to Disinfect Well	Lump Sum	1	$4,800.00	$4,800.00
Part 1	**65**	Furnish, Install, Operate all Equipment to Develop Well	Hours	12	$491.00	$5,892.00
Part 1	**66**	Clearing & Grubbing	Square Yards	3,200	$6.07	$19,424.00
Part 1	**67**	Subgrade Preparation	Lump Sum	1	$2,698.92	$2,698.92
Part 1	**68**	Fill and Backfill (Compacted Volume Based on Surveyor's Calculation)	Cubic Yards	3,000	$50.37	$151,110.00
Part 1	**69**	Sod and Staking	Square Yards	950	$2.77	$2,631.50
Part 1	**70**	Seeding and Mulching	Square Yards	2,250	$1.45	$3,262.50
Part 1	**71**	Access Driveway Erosion and Sediment Controls	Lump Sum	1	$3,780.00	$3,780.00
Part 1	**72**	Access Driveway Clearing & Grubbing	Lump Sum	1	$3,780.00	$3,780.00
Part 1	**73**	Access Driveway Grading	Lump Sum	1	$35,306.46	$35,306.46
Part 1	**74**	Sidewalk and Curb Removal and Replacement	Square Yards	73	$202.86	$14,808.78
Part 1	**75**	Sheet Pile Retaining Wall and Cap	Square Yards	170	$18.28	$3,107.60

Part 1	**76**	12-inch DIP (PC 350) Raw Water Main, Open Cut, (inclusive of the requirements and all work as noted in the Contract Documents, including valves, fittings and appurtenances, maintenance of traffic, excavation, backfill and compaction, dewatering, excavation support, sheet piling left in place, select fill for pipe bedding as required for areas where unsuitable soils are encountered, pressure testing, and disinfection)	Linear Feet	143	$102.75	$14,693.25
Part 1	**77**	2-inch PVC (SDR 21) Reuse Water Main, 2-inch PVC Plug, 20-inch by 2-inch tap with 2-inch tapping valve and 2-inch gate valve (inclusive of the requirements and all work as noted in the Contract Documents, including fittings and appurtenances, maintenance of traffic, excavation, backfill and compaction, dewatering, excavation support, sheet piling left in place, select fill for pipe bedding as required for areas where unsuitable soils are encountered, and pressure testing)	Linear Feet	114	$34.13	$3,890.82
Part 1	**78**	Furnish, Install, and Operate Fluid Management System in accordance with Section 33 21 19, Water Wells for Backup Well (No. 3)	Lump Sum	1	$31,500.00	$31,500.00
Part 1	**79**	Equipment Standby Time for Backup Well No. 3	Hours	8	$189.00	$1,512.00
Part 1	**80**	Crew Standby Time for Backup Well No. 3	Hours	8	$220.50	$1,764.00
Part 1	**81**	Soil Testing Allowance	Allowance	1	$6,500.00	$6,500.00
Part 1	**82**	Supplemental Work Authorization (SWA)	Allowance	1	$27,000.00	$27,000.00
Part 1		**Subtotal (Alternate Bid Price for Backup Well No. 3):**				**$785,229.21**
Part 1		**Subtotal Bid Price for Part 1: Well Nos. 1, 2, and Backup Well No. 3, Production Well Drilling (Base Bid + Alternate Bid):**				**$2,025,675.39**

PART 2: RIVERTOWN WATER TREATMENT PLANT, WELLHEAD MECHANICAL AND FACILITIES, AND RAW WATER PIPING						
PART 1 OR 2	**ITEM #**	**DESCRIPTION**	**UNIT OF MEASURE**	**QUANTITY**	**UNIT PRICE**	**EXTENDED PRICE**
	BASE BID ITEMS - WATER TREATMENT PLANT, WELL NOS. 1 AND 2 WELLHEAD MECHANICAL AND FACILITIES, AND RAW WATER PIPING					
Part 2	**1**	**GENERAL CONDITIONS** (including mobilization and demobilization for all items listed in the base bid).	LS	1	$300,000.00	$300,000.00
Part 2	**2**	Permitting *(See Allowance for Permit Fees, **Part 1 and 2** , Bid Item No. 24 Below)*				
Part 2	**3**	**WELL NO. 1 WELLHEAD MECHANICAL AND FACILITY** (inclusive of the requirements and all work as noted in the Contract Documents, including well pump and 100-hp motor, well pad, wellhead piping, associated valves and fittings, site work, electrical, instrumentation work, fiber optic communication, etc.)	LS	1	$483,764.69	$483,764.69
Part 2	**4**	**WELL NO. 2 WELLHEAD MECHANICAL AND FACILITY** (inclusive of the requirements and all work as noted in the Contract Documents, including well pump and 100-hp motor, well pad, wellhead piping, associated valves and fittings, site work, electrical, instrumentation work, radio communication, etc.)	LS	1	$800,987.29	$800,987.29
Part 2	**5**	**RAW WATER MAIN FOR WELL NO. 2** (12-inch DIP Class 350 Open Cut to Well No. 2, inclusive of the requirements and all work as noted in the Contract Documents, including valves, fittings and appurtenances, re-purposing the 20-inch finished water main, maintenance of traffic, erosion and sediment control, excavation, backfill and compaction, dewatering, excavation support, sheet piling left in place, select fill for pipe bedding as required for areas where unsuitable soils are encountered, pressure testing, disinfection, noted tree removal, pavement repair and replacement, restorative work from Well Site No. 2, to a point of connection at the WTP access road entrance, etc.)	LF	325	$884.29	$287,394.25
Part 2	**6**	**WATER TREATMENT PLANT** (inclusive of the requirements and all work as noted in the Contract Documents, 2-MG ground storage tank, high service pump station building, chemical building, plant yard piping, site work, over-excavation and importing of structural fill, dewatering, plant electrical and instrumentation and controls, site security, required testing and start-up, etc.)	LS	1	$8,007,298.24	$8,007,298.24

Part 2	**7**	**FPL Electrical Power Infrastructure**				
Part 2	**a**	**FPL Electrical Power Infrastructure Well Site No. 2** (inclusive of the requirements and all work as noted in the Contract Documents, including delivery of FPL supplied materials, installation of FPL supplied materials on site, including 200 LF of 5-inch PVC conduit, fittings and appurtenances, electrical pull boxes, one concrete transformer pad, etc.)	LF	200	$156.00	$31,200.00
Part 2	**b**	**FPL Electrical Power Infrastructure within the WTP Site** (inclusive of the requirements and all work as noted in the Contract Documents, including delivery of FPL supplied materials, installation of FPL supplied materials on site, including 790 LF of 5-inch PVC conduit, fittings and appurtenances, electrical pull boxes, one concrete transformer pad, etc., located within the WTP site)	LF	790	$118.48	$93,599.20
Part 2	**8**	Testing Allowance (i.e. Density and Concrete Testing)	Allowance	1	$40,000.00	$40,000.00
Part 2	**9**	Supplemental Work Authorization (SWA)	Allowance	1	$677,000.00	$677,000.00
	SUBTOTAL FOR BASE BID FOR WATER TREATMENT PLANT, WELL NOS. 1 AND 2 WELLHEAD MECHANICAL AND FACILITIES, AND RAW WATER PIPING:					**$10,721,243.67**
	ALTERNATE BID ITEMS - BACKUP WELL NO. 3 WELLHEAD MECHANICAL AND FACILITIES, RAW WATER PIPING, WTP ACCESS ROAD, AND ASSOCIATED COMPONENTS					
Part 2	**10**	**GENERAL CONDITIONS** (including mobilization and demobilization for all items listed in the Alternate Bid Items.	LS	1	$50,000.00	$50,000.00
Part 2	**11**	Permitting *(See Allowance for Permit Fees,* ***Part 1 and 2*** *, Bid Item No. 24 Below)*				
Part 2	**12**	**BACKUP WELL NO. 3 FACILITY** (inclusive of the requirements and all work as noted in the Contract Documents, including well pump and 100 HP motor, well pad, wellhead piping, associated valves and fittings, site work, access road, electrical, instrumentation work, radio communication, etc.)	LS	1	$769,877.54	$769,877.54
Part 2	**13**	**RAW WATER MAIN CONSTRUCTION FOR WELL NO. 3** (18-inch DR 11 HDPE HDD, inclusive of the requirements and all work as noted in the Contract Documents, including valves, fittings and appurtenances, maintenance of traffic, erosion and sediment control, excavation, backfill and compaction, dewatering, excavation support, sheet piling left in place, select fill for pipe bedding as required for areas where unsuitable soils are encountered, pressure testing, disinfection, pavement repair and replacement, restorative work, etc. from Longleaf Pine Parkway (West) **Station 1 + 40 to Station 17 + 25**)	LF	1585	$307.45	$487,308.25
Part 2	**14**	**RAW WATER MAIN CONSTRUCTION FOR WELL NO. 3** (16-inch DIP PC 250 Open Cut, inclusive of the requirements and all work as noted in the Contract Documents, including valves, fittings and appurtenances, maintenance of traffic, erosion and sediment control, excavation, backfill and compaction, dewatering, excavation support, sheet piling left in place, select fill for pipe bedding as required for areas where unsuitable soils are encountered, pressure testing, disinfection, pavement repair and replacement, restorative work, etc. from Longleaf Pine Parkway (West) **Station 0 + 20 to Station 1 + 40 and Station 17 + 25 to Station 17 + 40**)	LF	125	$615.00	$76,875.00
Part 2	**15**	**RAW WATER MAIN CONSTRUCTION FOR WELL NO. 3** (12-inch DIP PC 350 Open Cut, inclusive of the requirements and all work as noted in the Contract Documents, including valves, fittings and appurtenances, maintenance of traffic, erosion and sediment control, excavation, backfill and compaction, dewatering, excavation support, sheet piling left in place, select fill for pipe bedding as required for areas where unsuitable soils are encountered, pressure testing, disinfection, pavement repair and replacement, restorative work, etc. from Longleaf Pine Parkway (West) **Station 0 + 00 to Station 2 + 65 and Station 04 + 10 to Station 4 + 55**)	LF	310	$270.45	$83,839.50
Part 2	**16**	**2-INCH REUSE PIPE FOR WELL NO. 3** (2-Inch PVC reuse water piping for irrigation at Well No. 3).	LF	315	$22.13	$6,970.95

Part 2	**17**	**FPL Electrical Power Infrastructure for Backup Well Site No. 3** (inclusive of the requirements and all work as noted in the Contract Documents, including delivery of FPL supplied materials, installation of FPL supplied materials on site, including 460 LF of 5-inch PVC conduit, fittings and appurtenances, electrical pull boxes, one concrete transformer pad, etc.)	LF	460	$20.00	$9,200.00
Part 2	**18**	**GRAVITY SANITARY SEWER PIPE** (4-inch PVC pipe, inclusive of the requirements and all work as noted in the Contract Documents, including fittings and appurtenances, erosion and sediment control, excavation, backfill and compaction, dewatering, excavation support, sheet piling left in place, select fill for pipe bedding as required for areas where unsuitable soils are encountered, pressure testing, and restorative work. This work shall include installation of the 4-inch PVC sanitary sewer pipe from the proposed connection (As Shown on Sheet M-14) to a Developer installed sewer connection.	LF	275	$37.29	$10,254.75
Part 2	**19**	**ACCESS ROAD TO THE WTP SITE** (inclusive of the requirements and all work as noted in the Contract Documents, including all roadway pavement and utility work as shown on C-3 and C-6 of Volume I from Longleaf Pine Parkway to the property limits of the WTP Site (**Station 15 + 00 to Station 10 + 45)**.	LS	1	$118,584.27	$118,584.27
Part 2	**20**	**SANITARY GRINDER PUMP STATION** (inclusive of the requirements and all work as noted in the Contract Documents, as shown on sheets M-14, E-15, and I-6. This bid item includes a 30-gpm, duplex, wastewater lift station consisting of a 4-foot diameter fiberglass wet well for pumping on-site wastewater flows to an existing 16-inch force main on the west side of Longleaf Pine Parkway. The station will include approximately 625 linear feet of 2-inch force main, a valve vault and a control panel, as shown on the drawings.)	LS	1	$114,305.51	$114,305.51
Part 2	**21**	**FPL Electrical Power Infrastructure along the WTP Access Road** (inclusive of the requirements and all work as noted in the Contract Documents, including delivery of FPL supplied materials, installation of FPL supplied materials on site, including 460 LF of 5-inch PVC conduit, fittings and appurtenances, electrical pull boxes, etc., located between Longleaf Pine Parkway and the WTP front gate along the access road)	LF	460	$17.53	$8,063.80
Part 2	**22**	Testing Allowance (i.e., Density and Concrete Testing)	Allowance	1	$15,000.00	$15,000.00
Part 2	**23**	Supplemental Work Authorization (SWA)	Allowance	1	$100,000.00	$100,000.00
Part 2		**SUBTOTAL ALTERNATE BID ITEMS - BACKUP WELL NO. 3 WELLHEAD MECHANICAL AND FACILITIES, RAW WATER PIPING, WTP ACCESS ROAD, AND ASSOCIATED COMPONENTS:**				**$1,850,279.57**
Part 2		**SUBTOTAL FOR BASE BID PLUS ALTERNATE BID ITEMS FOR PART 2: RIVERTOWN WATER TREATMENT PLANT, WELLHEAD MECHANICAL AND FACILITIES, AND RAW WATER PIPING:**				**$12,571,523.24**
Part 1 and 2	**24**	**Allowance for Permit Fees (Part 1 and Part 2)**	Allowance	1	$100,000.00	$100,000.00
Part 1 and 2		**TOTAL BID PRICE FOR PART 1 AND PART 2 (BASE BID ITEMS PLUS ALTERNATE BID ITEMS) TRANSFER TOTAL TO PAGE 1, 029-21 APPENDIX B - BID FORMS:**				**$14,697,198.63**

		DEDUCTIVE ALTERNATE BID ITEMS				
Part 2	**25**	Well No. 1 - 75-hp Well Pump Motor (in lieu of 100-hp Motor)	LS	1	$0.00	$0.00
Part 2	**26**	Well No. 2 - 75-hp Well Pump Motor (in lieu of 100-hp Motor)	LS	1	$0.00	$0.00
Part 2	**27**	Well No. 3 - 75-hp Well Pump Motor (in lieu of 100-hp Motor)	LS	1	$0.00	$0.00

Sum of all General Conditions Bid Items Plus Mobilization and Demobilization Bid Items:	**$621,158.00**
The "Sum of all General Conditions Bid Items Plus Mobilization and Demobilization Bid Items" divided by the "Total Bid Price for Part 1 and Part 2" shall not exceed 10%:	**4.2%**

CONSTRUCTION COST ESTIMATE

Project: River Town WTP - New 4.7 MGD WTP
CIP Cat: Water Treatment
File Name: WS20169-3R River Town WTP - New 4.7 MGD WTP 100% Plant Design with Production Well Bid Results -JEA Estimate
Cost Index: ENR Construction Cost Index is 11627.94 for January 2021.
CP No: 825-03

JEA Estimate Total (Parts 1&2)

Building Community.

Project Mgr: M. Willoughby
Estimator: M Spurlock

Estimate No: WS20169-3
Rev. No: 3
Date: 2/9/2021

Well Bid Result & 100% WTP Design — CLASS 1

DIRECT CONSTRUCTION COSTS

Contractor Cost		Material	Labor	Equipment	Other/Sub-Cont.	TOTAL
Total From Estimate Details- Production Wells (Rescinded Bid Results)		$0	$0	$0	$1,506,608	$1,506,608
Total From Estimate Details - Raw Water Piping		$87,926	$41,050	$5,915	$418,211	$553,101
Total From Estimate Details- Production Well Heads		$128,339	$33,706	$11,975	$1,665,681	$1,839,700
Total From Estimate Details - 2 MG Prestressed Concrete Water Storage Tank		$257,265	$51,523	$36,437	$1,777,566	$2,122,791
Total From Estimate Details - High Service Pump Station		$1,199,451	$500,490	$48,871	$387,894	$2,136,705
Total From Estimate Details - Sodium Hypochlorite Feed System		$161,234	$103,778	$10,733	$200,211	$475,955
Total From Estimate Details - On Site Sanitary Lift Station		$33,941	$40,581	$15,876	$22,107	$112,505
Total From Estimate Details - Yard Piping		$593,422	$206,083	$138,155	$495,463	$1,433,124
Total From Estimate Details - Site Electrical and Instrumentation and Controls		$0	$0	$0	$1,405,191	$1,405,191
Subtotal Contractor Direct Cost		$2,461,576	$977,211	$267,962	$7,878,931	$11,585,680
General Conditions		$0	$0	$0	$587,134	$587,134
Mobilization/Bonds/Insurance		$146,895	$58,315	$15,991	$240,864	$462,064
Overhead & Profit		$476,315	$189,090	$51,851	$781,017	$1,498,273
Escalation	3.0%	$92,544	$36,738	$10,074	$239,440.16	$378,796
Subtotal Contractor Indirect Cost		$715,753	$284,144	$77,915	$1,848,455	$2,926,268
Contingency (Contractors Risk)	0%	$0	$0	$0	$0	$0
Contingency (Contract SWA)	5%	$158,866	$63,068	$17,294	$493,039	$732,267
Subtotal Contractor Add-on Cost		$158,866	$63,068	$17,294	$493,039	$732,267
Total Contractor Costs		$3,336,196	$1,324,422	$363,171	$10,220,425	$15,244,214

Additional Direct Costs		Material	Labor	Equipment	Other/Sub-Cont.	TOTAL
JEA Supplied Material and Other		$8,214	$0	$0	$31,265	$39,479
JEA Other Contract Costs (Security and FP&L)		$0	$0	$0	$255,535	$255,535
Subtotal: Additional Direct Costs		$8,214	$0	$0	$286,800	$295,014
Total Direct Costs		$3,344,410	$1,324,422	$363,171	$10,507,225	$15,539,228

JEA Cost & Engineering		Labor	Sub-Cont.	TOTAL
Project Management	1.5%	$225,500	$0	$225,500
Engineering (Including A/E SDC)	14.1%	$0	$2,193,669	$2,193,669
Services During Construction (JEA Only)	1.2%	$185,760	$0	$185,760
Project Support	1.2%	$185,000	$0	$185,000
Real Estate	1.8%	$0	$283,942	$283,942
Subtotal: JEA Cost and Engineering		$596,260	$2,477,611	$3,073,871
Total Project Costs		$3,344,410	$1,920,682	$363,171	$12,984,836	$18,613,099

Part 1: Production Wells 1,2&3, Part 2: 4.7 MGD WTP, Raw Water lines and Wellheads
CLASS 1 Accuracy Range -5% to +10%

Approved by the JEA Awards Committee

Date: 08/12/2021 Item# 4

Formal Bid and Award System

Award #4 August 12, 2021

Type of Award Request: MISCELLANEOUS
Request #: 247
Requestor Name: Davis, Deanna L. - Manager Development
Requestor Phone: (904) 665-8451
Project Title: 2020-0195 Rivertown Parcel 1
Project Number: 2020-0195
Project Location: JEA
Funds: Capital
Award Estimate: $806,698.00
Scope of Work:
This project includes approximately 900 LF of 20-inch reclaimed water main, 400 LF of 4-inch sewer force main, and a JEA duplex Pump Station.

Purchasing Agent:

Is this a ratification?:
If yes, explain:

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
WRH LONGLEAF, LLC/MARIETTA SAND CORPORATION	Greg Will	gwill@prosserinc.com	13901 Sutton Park Drive S. Suite 200 Jacksonville, FL 32224	(904) 422-1263	$699,821.83

Amount for entire term of Contract/PO: $699,821.83
Award Amount for remainder of this FY: $349,911.00
Length of Contract/PO Term: Project Completion
Begin Date (mm/dd/yyyy): 08/17/2021
End Date (mm/dd/yyyy): Project Completion (Estimated: November 2021)
JSEB Requirement: N/A - Developer reimbursement
BIDDERS:

Name	Amount
WRH LONGLEAF, LLC/MARIETTA SAND CORPORATION	$699,821.83
T.G. UTILITY COMPANY, INC.	$804,800.00
GRIMES UTILITIES, INC.	NO BID
VALLENCOURT CONSTRUCTION CO INC.	NO BID

Background/Recommendations:
The Rivertown Parcel 1 project is part of the Rivertown Developer Utility Service Agreement dated December 22, 2004. Per Partial Assignment and Assumption of Service Agreement, dated May 17, 2021, JEA will reimburse the Developer, WRH Longleaf, LLC for the improvements associated with the Rivertown Parcel 1

Project. This includes approximately 900 LF of 20-inch reclaimed water main, 400 LF of 4-inch sewer force main, and a JEA duplex Pump Station.

The developer requested bids for all the utility work and the project was awarded based upon the lowest lump sum total. WRH Longleaf, LLC publicly bid the project and only received two Bids. Two companies submitted a No Bid form. All of the Bidders to WRH Longleaf, LLC are listed above, with Marietta Sand Corporation being the lowest Bidder. The bid is approximately 13% less than JEA's estimate and deemed acceptable. The low bidder is the current contractor on this development, and therefore can provide JEA lower mobilization and contractor coordination costs on this project.

Request approval to award a contract to the developer, WRH Longleaf, LLC, for the construction of the reclaimed water main and sewer force main by Marietta Sand Corporation for the Rivertown Parcel 1 project in the amount of $699,821.83, subject to the availability of lawfully appropriated funds.

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

VP: Vu, Hai X. - VP Water Wastewater Systems

APPROVALS:

08/12/2021

Chairman, Awards Committee **Date**

8/12/21

Budget Representative **Date**

ARTICLE 1 – BID RECIPIENT

1.01 The Entity the bid is addressed to:

WRH Riverside, LLC
100 3rd Street South
St Petersburg, FL 33701

The physical address the bid is submitted to:

Prosser, Inc. Attn: Greg Will
13901 Sutton Park Drive S. Suite 200
Jacksonville, FL 32224

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

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for **60 days** after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

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

Addendum No.	Addendum Date
#1	6/25/21
#2	7/7/21
#3	7/14/21

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions that have been identified in SC-4.06

E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

A. this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Lump Sum Price- one million ninety eight thousand nine hundred eleven dollars and sixty eight cents (**Written**) $1,098,911.68 (**Numeric**)

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete within **240** calendar days, after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 14.07.B of the General Conditions within **270** calendar days after the date when the Contract Times commence to run.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.

A. Liquidated damages for failure to meet times specified will be $1000/ calendar day.

ARTICLE 7 – ATTACHMENTS TO THIS BID

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

A. Schedule of Values

ARTICLE 8 - DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 - BID SUBMITTAL

9.01 This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: Marietta Sand Corporation (SEAL)

State of Incorporation: FLORIDA
Type (General Business, Professional, Service, Limited Liability): SITE CONTRACTOR

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): DAWN D. MOTES

Title: PRESIDENT

(CORPORATE SEAL)

Attest: _____
(Signature of Corporate Secretary)

Date of Qualification to do business in FLORIDA *[State Where Project is Located]* is 8\30\89.

A Joint Venture

Name of Joint Venturer: _____

First Joint Venturer Name: _____ (SEAL)

Marietta Sand Corporation - Schedule of Values

RiverTown Parcel 1 - Public Utilities

Item	Description	Unit	Unit Cost	Qty	Totals
1	Reclaimed Water Main 20" PVC	LF	$ 312.43	830	$ 259,315.01
2	Force Main 4" PVC	LF	$ 67.59	380	$ 25,684.48
3	Duplex Lift Station	LS	$ 414,822.34	1	$ 414,822.34
	Total Bid Amount				**$ 699,821.83**

Clarifications to proposal:

1. Marietta Sand Corporation's limitations for general liability and auto liability (Including umbrella) are per company's standard coverage.
2. Marietta Sand Corporation does not carry hazardous waste, mold, toxins or pollution insurance. Coverage can be purchased if required with the proportional premium considered a change order to the project.

WRH You Matter

Marietta Sand Corporation - Schedule of Values

RiverTown Parcel 1 - Bid Alternates - Non-public

Item	Description	Unit	Unit Cost	Qty	Totals
1	Mobilization/General Conditions	LS	$ 37,324.75	1	$ 37,324.75
2	Earthwork including clearing, grubbing, fill and finished grading	LS	$ 90,579.15	1	$ 90,579.15
3	Roadway	LS	$ 86,645.74	1	$ 86,645.74
4	Storm	LS	$ 42,043.58	1	$ 42,043.58
5	Utilities - Gravity Sewer	LS	$ 82,496.63	1	$ 82,496.63
	Total Bid Amount				**$ 339,089.85**

Clarifications to proposal:

1. Marietta Sand Corporation's limitations for general liability and auto liability (including umbrella) are per company's standard coverage.
2. Marietta Sand Corporation does not carry hazardous waste, mold, toxins or pollution insurance. Coverage can be purchased if required with the proportional premium considered a change order to the project.

WRH You Matter

Marietta Sand Corporation - Schedule of Values

RiverTown Parcel 1 - Public Utilities

Item	Description	Unit	Unit Cost	Qty	Totals
1	Reclaimed Water Main 20" PVC	LF	$ 312.43	830	
	Connect to existing 20in	EA	$ 2,750.00	2	$ 5,500.00
	20in PVC DR 18	LF	$ 187.00	830	$ 155,210.00
	20in MJ 45 bends	EA	$ 3,113.05	8	$ 24,904.40
	20in Restrainers	EA	$ 1,450.00	22	$ 31,900.00
	20in Gate valves	EA	$ 16,500.00	2	$ 33,000.00
	2in flushing hydrants	EA	$ 2,225.00	2	$ 4,450.00
	Pressure test	EA	$ 2,200.00	1	$ 2,200.00
	As-builts	EA	$ 2,150.61	1	$ 2,150.61
					$ 259,315.01
2	Force Main 4" PVC	LF	$ 67.59	380	
	16x4 TSV	EA	$ 2,250.00	1	$ 2,250.00
	4in DR 18 PVC	LF	$ 42.00	380	$ 15,960.00
	4in mj 45 P401	EA	$ 275.00	6	$ 1,650.00
	4in Restrainers	EA	$ 425.00	5	$ 2,125.00
	Pressure test	EA	$ 2,200.00	1	$ 2,200.00
	As-builts	EA	$ 1,499.48	1	$ 1,499.48
					$ 25,684.48
3	Duplex Lift Station	LS	$ 414,822.34	1	
	Precast wet well		$ 45,000.00	1	$ 45,000.00
	8in DR 26 gravity sewer		$ 109.00	33	$ 3,597.00
	Junction MH 12		$ 22,000.00	1	$ 22,000.00
	Water service		$ 3,225.34	1	$ 3,225.34
	MCC duplex control panel		$ 61,500.00	1	$ 61,500.00
	23HP pumps w rail systems		$ 34,000.00	2	$ 68,000.00
	6" SS mechanical piping		$ 53,000.00	1	$ 53,000.00
	Pony pump		$ 75,000.00	1	$ 75,000.00
	Concrete invert		$ 1,000.00	1	$ 1,000.00
	Hose station		$ 4,300.00	1	$ 4,300.00
	Elec service 200 amp		$ 45,000.00	1	$ 45,000.00
	RTU inc demarcation box		$ 16,000.00	1	$ 16,000.00
	Slab and driveway		$ 15,000.00	1	$ 15,000.00
	Startup and testing		$ 2,200.00	1	$ 2,200.00
					$ 414,822.34
	Total Bid Amount				**$ 699,821.83**

Clarifications to proposal:

1. Marietta Sand Corporation's limitations for general liability and auto liability (Including umbrella) are per company's standard coverage.
2. Marietta Sand Corporation does not carry hazardous waste, mold, toxins or pollution insurance. Coverage can be purchased if required with the proportional premium considered a change order to the project.

WRH You Matter

DEVELOPER AND UTILITY SERVICE AGREEMENT

THIS DEVELOPER AND UTILITY SERVICE AGREEMENT (this "Agreement") is made and entered into on this 22nd day of December, 2004, by and between **THE ST. JOE COMPANY**, a Florida corporation, whose address is 245 Riverside Avenue, Suite 500, Jacksonville, Florida 32202 (the "Developer"), and **JEA**, whose address is 21 West Church Street, Jacksonville, Florida 32202.

RECITALS:

WHEREAS, Developer is the owner and developer of a parcel of real property located in St. Johns County, Florida and more particularly described on the attached **Exhibit "A"** ("RiverTown Property"), which has been approved as a Development of Regional Impact, pursuant to St. Johns County Resolution No. 2004-45, as may be amended from time to time.

WHEREAS, Developer intends to construct certain improvements on RiverTown Property which are more particularly described on the attached **Exhibit "B"** (the "RiverTown Development Plan"), which will require Water, Sewer, and Reclaimed Water Capacity as described and defined in this Agreement.

WHEREAS, Water, Sewer, and Reclaimed Water Capacity for the RiverTown Property is outlined in the capacity and phasing schedule, as defined below, and shall be provided in the manner described below subject to the terms and conditions provided in this Agreement.

WHEREAS, Developer and JEA desire to extend JEA's water, wastewater, and reclaimed water system ("JEA System" or "JEA Utility System") to serve the RiverTown Property and to provide capacity in JEA's water and wastewater treatment plants and in JEA's reclaimed water facilities.

WHEREAS, JEA is willing to expand the JEA Utility System and to reserve such treatment capacity and provide such service so that an adequate water and reclaimed water supply and wastewater disposal system may be provided to the RiverTown Property and its future occupants subject to all of the terms and conditions of this Agreement.

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

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

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

2.1 "Agreement" means this Developer and Utility Service Agreement as it may be amended from time to time.

2.2 "Bungalow District" means that area labeled as the Bungalow District on **Exhibit D**.

2.3 "CDD" means any Community Development District having jurisdiction over the RiverTown Property as defined in Section 12.1 hereof.

2.4 "Cove District" means the area labeled as the Cove District on **Exhibit D**.

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

2.6 "Developer" means The St. Joe Company, a Florida corporation, its successors and assigns.

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

2.8 "Developer Onsite Improvements" means the portion of the Water, Sewer, and Reclaimed Water facilities to be constructed by Developer at the Developer's expense on the RiverTown Property consisting of all Water, Sewer, and Reclaimed Water facilities located on the RiverTown Property that are not part of JEA Onsite Improvements or JEA System Improvements, as defined below.

2.9 "Development Order" means St. Johns County Board of County Commissioners Resolution No. 2004-45, a development order for RiverTown, a development of regional impact.

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

2.11 "Facility Site" means that certain 4-acre site to be conveyed to JEA pursuant to the Sale Agreement.

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

2.13 "FDOT means the Florida Department of Transportation.

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

2.15 "JEA Onsite Improvements" means that portion of the Water, Sewer, and Reclaimed Water facilities to be constructed within the RiverTown Property (excluding the JEA System Improvements) at the expense of the JEA as conceptually described on the attached **Exhibit "D,"** and which will extend or expand the JEA System to provide Water, Sewer, and

Reclaimed Water service to the RiverTown Property, as may be modified by JEA within one hundred twenty (120) days from the date hereof, at its expense, to provide for integration of the JEA Onsite Improvements unto the JEA System Improvements, which modifications shall be subject to the prior written approval of the Developer, which approval shall not be unreasonably withheld.

2.16 "JEA System" means all Water, Sewer, and Reclaimed Water facilities and interests in real and personal property owned, operated, managed, or controlled by JEA now or in the future and used to provide Water, Sewer, and Reclaimed Water Capacity to existing and future customers. The JEA System ultimately includes the JEA Onsite Improvements and JEA System Improvements and the Developer Onsite Improvements after acceptance of dedication by Developer to JEA.

2.17 "JEA System Improvements" means the Water, Sewer, and Reclaimed Water facilities to be designed, permitted and constructed at the expense of the JEA and which will extend or expand the JEA System to provide Water, Sewer, and Reclaimed Water service to the RiverTown Property which are located outside of the RiverTown Property and those improvements located within the RiverTown Property as more particularly described on **Exhibit "E."**

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

2.19 "Manuals" means the JEA Rules and Regulations for Electric, Water and Sewer Services, JEA Water and Sewer Standards, Details and Materials Manual, and JEA's Developer-Installed System Manual, as amended from time to time.

2.20 "Plans and Specifications" means those documents and drawings prepared by the Developer's Engineer and approved by JEA for the design and construction of certain Water, Sewer, and Reclaimed Water facilities.

2.21 "Point of Delivery" means the point where the JEA's service line is connected to the customer's line and unless otherwise indicated by JEA, the Point of Delivery shall be at a point on the customer's lot line.

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

2.23 "Review Notice" means the notice from JEA to Developer by which JEA approves or rejects the Plans and Specifications for Developer Onsite Improvements and JEA Onsite Improvements or any revisions to the Plans and Specifications pursuant to Section 3.2 below.

2.24 "RiverTown Capacity and Phasing Schedule" shall be the projected time schedule for construction of Water, Sewer, and Reclaimed Water Capacity as shown on **Exhibit "C,"** as may be modified pursuant to Section 3.1.

2.25 "RiverTown DRI" means the RiverTown Development of Regional Impact, as approved in St. Johns County Board of County Commissioners Resolution No. 2004-45.

2.26 "RiverTown Development Plan" means the proposed improvements to be constructed on the RiverTown Property as described on the attached **Exhibit "B"** within the proposed time schedule set forth in the RiverTown Capacity and Phasing Schedule.

2.27 "RiverTown Property" means the real property described on **Exhibit "A."**

2.28 "RiverTown PUD" means the RiverTown Planned Unit Development following its approval by the St. Johns County Board of County Commissioners.

2.29 "Sale Agreement" means that certain Agreement of Purchase and Sale of Water and Wastewater Assets between St. Joe Utilities Company, Developer, and JEA executed the same date as this Agreement.

2.30 "Schedule of Values" means a schedule showing the allocation of the contract price as to JEA Onsite Improvements among the various portions of the work for the JEA Onsite Improvements.

2.31 "Service Notice" means the written notice Developer provides to JEA of Developer's intent to commence construction of a Development Unit within the RiverTown Property.

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

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

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

2.35 "Water and Sewer Capacity" and "Reclaimed Water Capacity" means the readiness and ability of JEA to furnish Water, Sewer, and Reclaimed Water service at pressure (at pressure ranges established by JEA for the applicable use) to each Lot or Tract in accordance with applicable governmental requirements and regulations. Capacity relating to Water, Sewer, and Reclaimed Water is typically expressed as a rate of water flow measured in GPD.

2.36 "Water and Sewer Capacity Charges" and "Reclaimed Water Capacity Charges" means the charges made by JEA for each new customer installation to the JEA System, which are designed to defray the cost of JEA Water and Sewer facilities and Reclaimed Water facilities which are consistent with the JEA Water and Sewer Rate Document, latest edition.

2.37 "Water and Sewer Facilities and Reclaimed Water Facilities" means all facilities, including, but not limited to, water plants, wells, pumps, treatment, production, transmission and distribution force mains, meters and other appurtenant facilities for the provision of piped water onto the RiverTown Property and/or sewer plants, lift stations, treatment, disposal, transmission force mains, pumps and other appurtenant facilities to collect, transmit, treat, and dispose sewage from the RiverTown Property and/or reclaimed water treatment, storage and pumping, production, transmission and distribution force mains, meters and other appurtenant facilities for the provision of piped reclaimed water onto the RiverTown Property.

2.38 "Well Site" means the well site described on **Exhibit "G"** and shown on the Map attached as **Exhibit "H."**

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

3.1 The Developer shall cause Developer's Engineer to design, in accordance with JEA standards, and produce and submit to JEA for its review and written approval prior to

construction, graphic plans and specifications for the construction of the Developer Onsite Improvements and JEA Onsite Improvements. The Plans and Specifications may be limited to the improvements necessary to serve only the first Development Unit or Development Units and Plans and Specifications for subsequent Development Units may be furnished from time to time for JEA's review and written approval prior to construction of subsequent Development Units. Each such Development Unit, however, shall conform to the RiverTown Capacity and Phasing Schedule. The Developer may not modify the RiverTown Capacity and Phasing Schedule without the prior written consent of JEA, which consent shall not be unreasonably withheld. Upon satisfactory completion of the plan review process, a minimum of five (5) sets of signed and sealed engineering plans must be submitted to JEA Environmental Services for FDEP permit processing.

3.2 JEA shall review, and provide written approval or rejection of any requests for modification of any Plans and Specifications submitted pursuant to Subsection 3.1 above within thirty (30) days after JEA receives the Plans and Specifications. The Developer's Engineer shall make corrections or modifications to any portion of the Plans and Specifications as identified by JEA in its written response and shall resubmit the corrected or modified Plans and Specifications to JEA for further review within thirty (30) days of receipt of comments from JEA. JEA shall have, in case of each submittal, thirty (30) days from receipt of any Plans and Specifications within which to approve or reject any such revision to Plans and Specifications (the "Review Notice") and the review process shall continue until JEA shall have approved the Plans and Specifications.

3.3 The Developer is responsible for procurement of all applicable permits required for construction of the Developer Onsite Improvements and JEA Onsite Improvements

(including, but not limited to, FDEP, SJRWMD, applicable FDOT, County right-of-way permits, railroad crossing approvals, etc.) and will submit to JEA one copy of each permit issued for the project.

3.4 After JEA's approval of the Plans and Specifications for any Development Unit or portion of the Developer Onsite Improvements, the Developer shall, at its expense, construct and install that Development Unit or portion of the Developer Onsite Improvements as depicted in the JEA-approved Plans and Specifications and in accordance with the Manuals.

3.5 Prior to commencement of construction of any JEA Onsite Improvements, Developer shall comply with Section 3.9 and solicit bids for such improvements and submit the construction bids to JEA. JEA shall have fifteen (15) days within which to accept or reject such bids. Once a bid has been approved, JEA shall be responsible for the cost of construction of the JEA Onsite Improvements in accordance with the provisions of Section 3.6 and Section 3.7 hereof. If all bids are unacceptable to JEA, JEA shall have the right to reject all such bids and construct the work itself. Unless JEA notifies Developer at the time of bid review with regard to any segment of the JEA Onsite Improvements that JEA desires to construct or contract independently in its own name for such portion of the JEA Onsite Improvements, then the Developer shall contract for construction of the JEA Onsite Improvements in Developer's name at JEA's expense in accordance with the payment procedures set forth in Section 3.6 and 3.7 below.

3.6 Except as set forth in Section 3.7, JEA and Developer shall follow the payment procedures set forth in this Section 3.6.

3.6.1 Developer shall cause its contractor to provide a payment and performance bond for the benefit of Developer and JEA prior to commencement of construction

of the JEA Onsite Improvements. Developer may cause the construction of the JEA Onsite Improvements to be performed pursuant to a schedule mutually agreed to by the parties hereto.

3.6.2 Developer shall submit an application for payment to JEA for construction of a portion of JEA Onsite Improvements and JEA shall complete its review within fifteen (15) business days of the submittal of the application. Upon satisfactory review of the Developer's application for payment by JEA's construction inspector, not later than thirty (30) business days from satisfactory application for payment, JEA shall make a fifty percent (50%) progress payment on account of the contract price as to such JEA Onsite Improvements within thirty (30) business days of the submittal of the application. This fifty percent (50%) payment shall be measured by the Schedule of Values.

3.6.3 In the event that JEA reasonably determines that there is a deficiency in an application for payment under the terms of this Agreement, JEA shall notify Developer within fifteen (15) business days of the submittal of the application of all deficiencies in such application. Developer shall resubmit the application for payment and JEA shall conduct its review, notification and payment procedures for the revised application as set forth above.

3.6.4 Upon satisfactory completion of the work in accordance with the project closeout and acceptance process for the portion of the JEA Onsite Improvements, the Developer shall submit to JEA a request for final payment for the balance of the contract amount for such portion. JEA shall complete its review of the request for final payment within fifteen (15) business days of the submittal of the request. Upon review and approval by the JEA project manager, JEA will pay the balance of the lump sum contract price for such portion not later than thirty (30) business days of the submittal of the request for payment in satisfactory form.

3.7 If the duty to construct any JEA Onsite Improvements is assigned to any CDD pursuant to Section 12.1 hereof, such CDD shall solicit bids for construction of improvements in accordance with Section 255.20, Florida Statutes, and any contractor awarded a contract shall be required to provide a bond required pursuant to Section 255.05, Florida Statutes, for the benefit of JEA and the CDD prior to commencement of construction of such improvements. If JEA shall elect pursuant to the terms of this Agreement to have such CDD (as assignee of Developer) construct such improvements, then in lieu of the fifty percent (50%) progress payments provided for in Section 3.6 above, JEA, upon satisfactory review of applications for payment submitted by such CDD, shall make progress payments upon request of such CDD in accordance with the payment procedures set forth in the construction contract for such JEA Onsite Improvements and based on a Schedule of Values or in the case of unit price work based on the number of units completed.

3.8 During construction of the Developer Onsite Improvements and JEA Onsite Improvements, JEA shall have the continuing right to inspect such installations to determine compliance with the Plans and Specifications. JEA shall have the right to control the quality of the installation and further, shall be entitled to perform standard tests for pressure, exfiltration, infiltration, line and grade, and all other normal engineering tests to determine if the system has been installed in accordance with the Plans and Specifications and good engineering practice, but it shall remain the responsibility of the Developer's Engineer to certify that any construction by or on behalf of the Developer complies with approved Plans and Specifications and applicable regulatory requirements.

3.9 Prior to acceptance of any Development Unit or portion of the Developer Onsite Improvements for ownership, operation and maintenance by JEA and prior to

commencement of construction of JEA Onsite Improvements, the Developer shall, with respect to such Development Unit or JEA Onsite Improvements or portion constructed or otherwise provided by the Developer, convey, grant or dedicate (or, as provided in Section 12.1, cause to be conveyed, granted or dedicated as to any property within the RiverTown Property not owned by such developer) to JEA (in recordable form and in form and substance reasonably satisfactory to JEA together with costs of recording and any applicable taxes) free and clear of all liens and any environmental or other fines or penalties, and subject only to such encumbrances as are subordinate to JEA's interest and do not otherwise unreasonably interfere with the easement rights granted to JEA, such easement or rights-of-way within the RiverTown Property as are reasonably necessary for JEA to own, construct, operate, maintain, repair and replace the Developer Onsite Improvements and JEA Onsite Improvements accepted by JEA, and to connect to and otherwise integrate such improvements into the JEA System. Prior to acceptance of any Development Unit or portion of the Developer On Site Improvements or JEA On Site Improvements, if constructed by Developer, the Developer shall transfer and convey to the extent that the same are transferable, all permits, certificates, licenses, warranties and other approvals related to Developer Onsite Improvements and JEA Onsite Improvements and notify all governmental agencies of such transfer and conveyance as may be required by law. JEA shall review and approve or reject within thirty (30) days after receipt, all documents submitted by the Developer pursuant to this Subsection. After approval by JEA, JEA shall accept such documents which comply with the requirements of this Agreement.

3.10 Upon acceptance by JEA of any Developer Onsite Improvements or JEA Onsite Improvements, all such Improvements shall become a part of the JEA System and the Developer shall surrender control of such improvements and execute and deliver to JEA all

documents or instruments necessary for that purpose, including, but not limited to, a bill of sale and a waiver and release of lien both in form customarily acceptable to JEA. If the Developer shall fail or refuse to do so, then JEA shall be entitled to specifically enforce the provisions of this Subsection 3.10 against the Developer. JEA's right to specific performance shall not limit JEA's right to any other remedy allowed by this Agreement, in equity, or the law.

3.11 The Developer shall be responsible for submitting all required documentation in form approved by JEA for acceptance of facilities constructed by the Developer. Upon receiving this documentation, JEA will issue a utility acceptance letter and take on ownership, operation and maintenance authority of the installed Developer Onsite Improvements and JEA Onsite Improvements which shall then become a part of the JEA System. The Developer's contractor will continue to be responsible for repairs and replacements required as covered by and described in the warranty made directly to JEA for customary warranty, as required by JEA.

4. Operation and Maintenance of Developer Onsite Improvements. Upon acceptance and assumption of the responsibility for the operation and maintenance of Developer Onsite Improvements, all customers connecting to those Developer Onsite Improvements shall be deemed customers of the JEA System and JEA shall set and collect all Water, Sewer, and Reclaimed Water rates, fees, charges and deposits, without exception, in accordance with its then current rate schedule. All property owners and customers must provide at their expense necessary individual service lines to the Point of Delivery, or JEA will provide such lines for a fee, as a condition precedent to receiving Water, Sewer, and Reclaimed Water service from JEA.

5. Grant of Easements. Developer shall grant to JEA, its successors and assigns, the non-exclusive, perpetual right, privilege and easement to construct, reconstruct, operate,

maintain, repair, replace, improve, alter, remove, relocate and inspect water and reclaimed water transmission and distribution mains, wastewater collection mains, pipelines, lateral lines, valves, connections and appurtenant equipment over, across and under the land where the JEA System lies on the RiverTown Property, together with the right of ingress and egress. The easement rights granted with respect to public places shall be subject to the authority of the public authority having jurisdiction over such public places. Prior to JEA providing service to the development, Developer shall execute a grant or grants of easement in recordable form to be approved by JEA, specifically granting to JEA the above rights necessary, in the discretion of JEA, to provide Water, Sewer and Reclaimed Water service to the RiverTown Property. Nothing contained in this Agreement shall prevent Developer or any subsequent owner of the RiverTown Property from granting exclusive or non-exclusive rights, privileges or easements to any other parties for furnishing utility services other than water, reclaimed water or wastewater, provided that JEA's use, occupancy and enjoyment of its easements shall be maintained so as to allow JEA to provide the utility service contemplated under this Agreement. JEA shall not be obligated to furnish any Water, Reclaimed Water or Wastewater Service to any building which may be built on the RiverTown Property to which it does not have access. All easements granted to JEA by Developer shall be non-exclusive and shall reserve to the Developer all uses of the surface and subsurface areas that do not unreasonably interfere with JEA's installations.

6. Rates, Fees, and Charges. All Water, Sewer and Reclaimed Water Service shall be provided to the RiverTown Property at applicable rates, fees and charges in accordance with the JEA Water and Sewer Rate Document, latest edition, as amended from time to time. Notwithstanding any provision in this Agreement, JEA may establish, amend, revise and enforce, from time to time in the future, its rates, fees and charges provided that such rates, fees and

charges (including, but not limited to, all Water and Sewer Capacity Charges and Reclaimed Water Capacity Charges), and deposits are uniformly applied to customers in its entire service area and are non-discriminatory as applied to the same classification of service. JEA may establish, amend, or revise, from time to time in the future, and enforce rules and regulations covering Water and Sewer Capacity and Reclaimed Water Capacity to the RiverTown Property. Any initial or future lower or increased rate, rates schedules, capacity charges (including, but not limited to, all Water and Sewer Capacity Charges and Reclaimed Water Capacity Charges) or other fees and charges, and rules and regulations established, amended or revised and enforced by JEA from time to time in the future, shall be applicable to Developer and any other entity holding by, through or under Developer and applicable to any user or customer within the RiverTown Property on a non-discriminatory basis with other users or customers in JEA's service area.

7. Allocation and Provision of Water and Sewer Capacity and Reclaimed Water Capacity.

7.1 Subject to the Developer's compliance with the terms and conditions of this Agreement, JEA shall reserve to Developer, at no cost to Developer for such reservation, that amount of Water and Sewer Capacity and Reclaimed Water Capacity sufficient to serve the RiverTown Property as requested by the Developer pursuant to any Service Notice to JEA, and in an amount not exceeding the reserved capacity set forth in the RiverTown Capacity and Phasing Schedule.

7.2 JEA shall provide Water, Sewer and Reclaimed Water service to customers subject to the RiverTown PUD, in accordance with the terms and conditions of this Agreement and in accordance with the RiverTown Capacity and Phasing Schedule at such time

after (i) the completed conveyance by the Developer of Developer Onsite Improvements and the JEA Onsite Improvements to JEA, (ii) the completed conveyance by the Developer of the Facility Site and the Well Site to JEA pursuant to the Sale Agreement, (iii) the physical connection of a given customer installation to the JEA System, and (iv) payment to JEA of all Water, and Sewer Reclaimed Water Capacity Charges and applicable fees, charges, and other costs for the customer installation.

7.3 Developer shall provide to JEA a Service Notice at least sixty (60) days prior to Developer's commencing construction of any Development Unit which will require construction of JEA Onsite Improvements. Developer shall have provided JEA with the completed design and permitting for the applicable JEA Onsite Improvements, and shall have complied with the provisions of Section 3.1 above.

7.4 JEA shall, at its expense, design, permit and construct and expand (including acquisition of all sites necessary to locate such improvements) the JEA System Improvements so as to supply all Water and Sewer Capacity and Reclaimed Water Capacity to the Developer and the RiverTown Property consistent with the requirements of this Agreement.

7.5 Notwithstanding anything to the contrary contained in this Agreement, the parties recognize that they may be required to obtain approvals from various environmental regulatory authorities having jurisdiction and regulatory power over the construction, maintenance and operation of the Water and Sewer Facilities and Reclaimed Water Facilities before JEA can render service to the RiverTown Property. Each party will diligently make the necessary and proper application to all such authorities and will use its best efforts to obtain such approvals for improvements which are to be permitted by such party. Applications for the

approval of Plans and Specifications shall be forwarded by Developer's Engineer to the applicable regulatory authorities subsequent to JEA's approval of such Plans and Specifications.

7.6 In the performance of its obligations under this Agreement, JEA shall comply with the applicable provisions of Special Conditions 18 and 19 of the Development Order, a copy of which is attached hereto as **Exhibit "F"** and made a part hereof, and including Paragraphs 18(a), 18(b), 18(c), 18(d)(ii), and 19. JEA, at the expense of JEA, shall implement the education provisions thereof.

8. Covenant not to Engage in Utility Business. As a further consideration for this Agreement, so long as this Agreement remains in effect and JEA provides the Water and Sewer Capacity and Reclaimed Water Capacity to the RiverTown Property in accordance with the terms of this Agreement, neither Developer nor its affiliates, their successors or assigns as owners of any portion of the RiverTown Property shall engage in the business of providing Water, Sewer or Reclaimed Water Capacity to the RiverTown Property, it being the intention of the parties that the foregoing provision shall be a covenant running with the land and it being intended that the JEA shall have the sole and exclusive right and privilege to provide Water and Sewer Capacity and Reclaimed Water Capacity to the RiverTown Property and to the occupants of each residence, building or unit constructed on the RiverTown Property so long as JEA is not in default under this Agreement and this Agreement remains in full force and effect. Notwithstanding any provision in this Agreement, Developer, its affiliates, successors, and assigns may construct and utilize shallow irrigation wells to provide irrigation water in accordance with the extent allowed by the Development Order and to develop and operate any and all golf courses in the RiverTown Property and Developer may construct and utilize shallow

irrigation wells to otherwise provide irrigation water on a temporary basis in the event that JEA cannot fully provide reclaimed water services to the RiverTown Property.

9. Limitations on Liability.

9.1 Each party shall be an independent contractor, and neither shall be an agent of the other.

9.2 Neither party shall be liable or responsible to the other party as a result of injury to property or person or failure to comply with the terms of this Agreement proximately caused by force majeure. The term force majeure as employed in this Agreement shall be acts of God, strikes, lock-outs, or other industrial disturbances, acts of terrorism, acts of public enemy, wars, blockades, riots, acts of armed forces, epidemics, delays by carriers, and the inability to obtain materials or right-of-way on reasonable terms, acts of public authorities, acts of vandals or other third parties, or any other causes whether or not of the same kind as enumerated herein that are not within the reasonable control of the parties, provided each party shall use its good faith efforts to overcome such force majeure event.

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

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

10. Default and Remedies. In the event of a breach of this Agreement by one party, the other party shall have all rights and remedies available at law or in equity. As to any material breach by either party under this Agreement, the breaching party shall proceed in good faith to use all reasonable action to cure such breach. In the event the breaching party fails to cure the breach, the non-breaching party may proceed at law or in equity to enforce its rights under this Agreement, including the right to specific performance and mandamus or to terminate this Agreement and recover damages. Each of the parties to this Agreement shall give the other party written notice of any defaults under this Agreement and shall allow the defaulting party thirty (30) days from the date of its receipt of such notice within which to cure any such defaults.

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

To JEA:
JEA
Director of Strategic Partnerships & Acquisitions
21 West Church Street
Jacksonville, Florida 32202

With Copy to:
Christian Blalock, Esq.
Office of General Counsel
City of Jacksonville
117 West Duval Street, Suite 480
Jacksonville, Florida 32202

To Developer: Michael N. Regan
The St. Joe Company
245 Riverside Avenue, Suite 500
Jacksonville, Florida 32203

With a Copy to: M. Lynn Pappas, Esq.
Pappas Metcalf Jenks & Miller, P.A.
245 Riverside Avenue, Suite 400
Jacksonville, Florida 32202

12. Assignments.

12.1 The rights and interests of the Developer under this Agreement may be assigned to (i) any affiliate of the Developer, or (ii) to a third party in connection with a bona fide sale, lease or other conveyance of either all of the RiverTown Property, or any portion of the RiverTown Property to which the Water and Sewer Capacity or Reclaimed Water Capacity reserved relates; provided, however, that in either event (i) JEA shall be notified in writing of such assignment, and (ii) such assignee assumes (and delivers a signed assumption agreement to JEA in form attached as **Exhibit "I"**) all of the Developer's liabilities and responsibilities under this Agreement as to the portion of the RiverTown Property conveyed to such assignee and agrees as a condition to service hereunder, to obtain or cause to be obtained any easements or rights of way over and upon any portion of the RiverTown Property as may be required under Section 3.9 to serve the portion of the RiverTown Property conveyed to such assignee. Notwithstanding and in addition to the foregoing, the Developer may partially assign rights and obligations under this Agreement to any Community Development District formed as a unit of special purpose government pursuant to Chapter 190, Florida Statutes having jurisdiction over any portion of the RiverTown Property (each a "CDD"), as to portions of the JEA Onsite System or Developer Onsite System to be constructed by such CDD in which event such CDD shall assume those obligations of the Developer hereunder only as they relate to those portions of the

JEA Onsite System or Developer Onsite System to be constructed by such CDD and JEA is notified in writing of such assignment and delivers a signed assumption agreement to JEA in form attached as **Exhibit "J."** All other obligations of Developer that do not relate to those portions of the JEA Onsite System or Developer Onsite System to be constructed by such CDD shall remain in full force and effect. Upon any such permitted assignment under this Section 12.1, the Developer shall be released from the obligations hereunder assumed by such permitted assignee, it being intended that upon assumption of obligations by any permitted assignee(s) this Agreement shall be several independent agreements between JEA and such permitted assignees.

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

13. Binding Agreement on Successors. This Agreement shall be binding upon and shall inure to the benefit of the Developer, JEA and their respective permitted successors and assigns to the extent assigned and assumed by such assignee. In accordance with this Agreement, time is of the essence with respect to all provisions of this Agreement.

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

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

16. Representations and Warranties.

16.1 Developer makes the following representations:

16.1.1 Developer is a Florida corporation validly existing and in good standing in the State of Florida, is authorized to do business in the State, and has all requisite corporate power and authority to enter into and fully perform this Agreement.

16.1.2 All necessary action on the part of Developer to authorize execution and delivery of this Agreement and the performance of its obligations under this Agreement have been duly taken and, assuming due authorization, execution and delivery by JEA, this Agreement constitutes a valid and legally binding agreement of Developer enforceable in accordance with its terms.

16.1.3 To the best of Developer's knowledge and belief, the terms and conditions of this Agreement do not violate the provisions of any applicable law or any applicable order or regulation of any government and compliance with this Agreement will not violate the terms and conditions of any agreement or instrument to which Developer is a party.

16.1.4 Notwithstanding anything contained in this Agreement to the contrary, Developer makes no representations or warranties as to the St. Johns County/JEA Water and Wastewater Interlocal Agreement dated July 20, 1999, as amended (the "St. Johns/Interlocal Agreement"), except that Developer represents that it has received no notice from St. Johns County as to this Agreement constituting a violation of the St. Johns/Interlocal Agreement.

16.2 JEA makes the following representations:

16.2.1 JEA is a duly organized and validly existing body corporate and politic of the State of Florida. JEA has full power and authority to enter into the transactions contemplated by this Agreement.

16.2.2 To the best of its knowledge and belief after due inquiry, JEA is not in default under any provisions of the laws of the State of Florida material to the performance of its obligations under this Agreement. JEA has duly authorized the execution and delivery of this Agreement and, assuming the due authorization, execution and delivery of this Agreement by the other party, this Agreement constitutes a valid and legally binding obligation of JEA enforceable in accordance with its terms.

16.2.3 To the best of JEA's knowledge and belief after due inquiry, the terms and conditions of this Agreement do not violate the provisions of any applicable law or any provision of the constitution of the State of Florida.

16.2.4 Notwithstanding anything contained in this Agreement to the contrary, JEA makes no representations or warranties as to the St. Johns/Interlocal Agreement, except that JEA represents that it has received no notice from St. Johns County as to this Agreement constituting a violation of the St. Johns/Interlocal Agreement.

17. Use of Alternative Sewage Pumping. In order to minimize impacts on property in the Bungalow District and the Cove District, JEA and Developer agree that alternative sewage pumping systems other than gravity systems may be used in such districts. JEA and Developer shall cooperate to determine appropriate alternative non-gravity systems for such districts and determine the appropriate specifications for such alternative systems. JEA shall serve such alternative systems and treat such alternative systems consistently as JEA treats other such alternative systems attached to the JEA System.

18. No Modification of Consumptive Use Permit, Development Order, RiverTown DRI, or RiverTown PUD.

18.1 The parties acknowledge that the Development Order provides that the well on the Well Site ("Well") will be used consistent with SJRWMD Consumptive Use Permit No. 51220 and the Development Order, including, but not limited to, Special Conditions 18 and 19, a copy of which is attached as **Exhibit "F."**

18.2 Except as provided in Section 18.4, JEA shall not make any application or request to SJRWMD or otherwise cause any modification to the Consumptive Use Permit for the Well. Except as provided in Section 18.4, JEA shall not request or cause any modification to the Development Order.

18.3 Except as provided in Section 18.4, JEA shall not request or cause any modification to the RiverTown DRI or the RiverTown PUD.

18.4 After December 31, 2014, JEA may make application or request to SJRWMD for a modification to Consumptive Use Permit No. 51220 that would allow JEA to use the well as a supplemental source for its reclaimed water system to the extent that such modification does not conflict with the Development Order at that time. After December 31, 2014, JEA may also make application or request to the appropriate governmental authorities for modification of the Development Order, RiverTown DRI, or RiverTown PUD which is limited to a specific modification for consistency with the specific modification to Consumptive Use Permit No. 51220 permitted by this Section 18.4. JEA shall be responsible for all costs associated with obtaining such modifications.

18.5 Developer may, in its sole discretion, support or oppose any of the modifications sought by JEA under this Section 18.

IN WITNESS WHEREOF, the Developer and JEA have executed or caused this Agreement with the named exhibits attached, to be duly executed in counterparts, each of which shall be considered an original executed copy of this Agreement, the day and year set forth above.

WITNESSES:	**JEA**, a body politic and corporate of the State of Florida
Print Name: R. William Crowe	By:
Print Name: James A. Perry	James A. Dickenson Its Chief Executive Officer

FORM APPROVED BY:

Printed: Christian Bledsoe
Office of General Counsel

WITNESSES:	THE ST. JOE COMPANY, a Florida corporation
Valerie M Martin Print Name: VALERIE M. MARTIN Jennifer Lynch Print Name: Jennifer Lynch	By: Michael M. Regan Name Michael N. Regan Its SR Vice President

LIST OF EXHIBITS

Exhibit "A"	DRI Property (Legal Description)
Exhibit "B"	RiverTown Development Plan (Map H Master Development Plan)
Exhibit "C"	RiverTown Capacity and Phasing Schedule
Exhibit "D"	JEA Onsite Improvements
Exhibit "E"	JEA System Improvements
Exhibit "F"	Special Conditions 18 and 19 of RiverTown Development Order
Exhibit "G"	Well Site Description
Exhibit "H"	Maps Showing Location of Well Site (Existing Location – 16" Well Site and RiverTown Conceptual Site Pan Key Map H)
Exhibit "I"	Partial Assignment and Assumption of Service Agreement
Exhibit "J"	Partial Assignment and Assumption of Service Agreement [(CDD Version)]

EXHIBIT "A"

DRI PROPERTY
(LEGAL DESCRIPTION)

Exhibit 1

DRI Property (Legal Description)

LEGAL DESCRIPTION

LEGAL DESCRIPTION PARCEL "A"
TRACT NORTH AND EAST OF STATE ROAD NO. 13

A part of the Hallowes Tract, being a part of the Francis P. Fatio Grant, being a part of Section 44, Township 5 South, Range 26 East, Section 39, Township 5 South, Range 27 East, Section 42, Township 6 South, Range 27 East, St. Johns County, Florida, being more particularly described as follows; for a **POINT OF REFERENCE**, commence at a large blazed cypress tree, said cypress tree standing within the waters of the St. Johns River, being the southwest corner of the lands described in Deed Book "K", Page 347, of the public records of said county, and shown on survey prepared by John F. Young & Associates, Civil Engineers & Surveyors, January 19, 1953; thence South 87°10'56" East, along the southerly line of said lands described in Deed Book "K", Page 347, a distance of 846.80 feet to an 18 inch blazed live oak, said tree shown on said survey and being locally recognized and accepted as the southeast corner of said lands and the **POINT OF BEGINNING** of the herein described tract; thence North 52°53'05" East, along the southeasterly line of the lands as shown by said survey and as described in Deed Book "K", Page 347, a distance of 2794.90 feet, to a 2 inch iron pipe in the centerline of an old existing and abandoned railroad grade; thence North 53°05'27" East, along the southeasterly line of said lands as shown on said survey by John F. Young and Associates and as described in Parcel One of Deed Book 242, Page 512 of the aforementioned public records, a distance of 1231.93 feet, to a 1 inch iron pipe at the intersection with the southerly line of St. Elmo, as recorded in Map Book 1, Page 137 of the aforementioned public records, said line also being the northerly line of the aforementioned Hallowes Tract; thence North 89°04'44" East, along said south line of St. Elmo and said north line of the Hallowes Tract, a distance of 883.69 feet to a point; thence departing last described line the following thirteen (13) courses and distances: thence North 03°55'07" East, a distance of 229.88 feet to a point; thence North 28°08'31" East, a distance of 230.63 feet to a point; thence North 19°50'07" East, a distance of 43.96 feet to a point; thence North 85°18'09" West, a distance of 85.01 feet to a point; thence North 34°07'42" West, a distance of 98.40 feet to a point; thence North 18°29'50" East, a distance of 79.61 feet to a point; thence North 63°04'59" East, a distance of 36.01 feet to a point; thence North 12°39'50" West, a distance of 167.86 feet to a point; thence North 68°05'14" West, a distance of 51.93 feet to a point; thence North 45°50'59" East, a distance of 103.39 feet to a point; thence North 41°08'43" West, a distance of 99.33 feet to a point; thence North 24°57'04" West, a distance of 92.86 feet to a point; thence North 16°20'09" East, a distance of 200.76 feet to a point on the southerly right-of-way line of Bombing

71 Parcel # 85-2-4 CARW-415, dated December 13, 1985; thence South 40°12'14" West, along said southeasterly line of Section 39, a distance of 6293.68 feet to a concrete monument at the intersection with the easterly line of Section 29, Township 5 South, Range 27 East of said county as established by said survey by Loren N. Jones; thence South 40°11'18" West, continuing along said southeasterly line of Section 39 as established by Loren N. Jones, a distance of 2321.16 feet to a 3 inch iron pipe filled with concrete at the intersection with the southerly line of said Section 29; thence South 40°20'17" West, along said southeasterly line of Section 39, a distance of 5424.32 feet to a concrete monument set by St. Joe Paper Company at the intersection with the northerly line of Section 40, Township 5 South, Range 27 East of said county; thence South 41°31'06" West, along said southeasterly line of Section 39 and along the southeasterly line of aforementioned Section 42, a distance of 2198.78 feet to a point being on the northerly right-of-way line of State Road No. 13 (a 100 foot wide right-of-way, as now established) and being a point on a curve concave northeasterly, having a radius of 22,964.82 feet; thence, along last said northerly right-of-way line the following nine (9) courses and distances: thence, along and around the arc of last described curve, through a central angle of 00°20'09", an arc distance of 134.61 feet, to a point of tangency, last described curve being subtended by a chord bearing and distance of North 64°34'55" West, 134.56 feet; thence North 64°45'00" West, a distance of 6281.57 feet, to a point of curvature on a curve concave northeasterly, having a radius of 1403.64 feet; thence, along and around the arc of said curve, through a central angle of 79°15'00", an arc distance of 1941.48 feet, to a point of tangency, last described curve being subtended by a chord bearing and distance of North 25°07'29" West, 1790.37 feet; thence North 14°30'00" East, a distance of 457.43 feet, to a point of curvature on a curve concave southwesterly, having a radius of 1482.22 feet; thence along and around the arc of said curve, through a central angle of 62°29'00", an arc distance of 1616.42 feet, to a point of tangency, last described curve being subtended by a chord bearing and distance of North 16°44'30" West, 1537.50 feet; thence North 47°59'00" West, a distance of 1739.90 feet, to a point of curvature on a curve concave southwesterly, having a radius of 2914.90 feet; thence along and around the arc of said curve, through a central angle of 42°24'00", an arc distance of 2157.08 feet, to a point of tangency, last described curve being subtended by a chord bearing and distance of North 69°11'00" West, 2108.19 feet; thence South 89°37'00" West, a distance of 2739.90 feet, to a point of curvature on a curve concave northeasterly, having a radius of 1382.69 feet; thence, along and around the arc of said curve, through a central angle of 08°50'38", an arc distance of 213.43 feet, to a point on last described curve, last described curve being subtended by a chord bearing and distance of North 85°57'41" West, 213.22 feet; said point also being the southwesterly corner of the lands described in Deed Book 179, Page 505 of the aforementioned public records; thence North 38°11'22" East, along the southeasterly line of said lands, a distance of 648.60 feet, to a 1 ½ inch iron pipe filled with concrete being the southeast corner of said lands; thence North 52°50'59" West,

along the northeasterly line of said lands, a distance of 1332.27 feet, to a 2 inch iron pipe being the northeast corner of said lands; thence South 87°57'44" West, along the northerly line of said lands, a distance of 516.85 feet, to a 1 ½ inch iron pipe at the intersection with the easterly right of way line of said State Road No. 13, said point also being the northwest corner of said lands and being a point on a curve concave easterly, having a radius of 1382.69 feet; thence, along said easterly right-of-way line, the following four (4) courses and distances: thence, along and around the arc of last said curve, through a central angle of 13°53'16", an arc distance of 335.15 feet to a point of tangency, last described curve being subtended by a chord bearing and distance of North 03°58'22" East, 334.33 feet; thence North 10°55'00" East, a distance of 1169.27 feet to a point of curvature of a curve concave westerly, having a radius of 2914.89 feet; thence, along and around the arc of said curve, through a central angle of 20°40'00", an arc distance of 1051.40 feet to a point of tangency, last described being subtended by a chord bearing and distance of North 00°35'00" East, 1045.71 feet; thence North 09°45'00" West, a distance of 2120.71 feet, to a point; thence South 88°41'33" East, departing said easterly line, a distance of 290.79 feet to the **POINT OF BEGINNING.**

The lands thus described, contains 3,714.48 acres, more or less, in area.

Together with all riparian rights thereunto belonging or in anywise appertaining.

LEGAL DESCRIPTION PARCEL "B"
TRACT SOUTH AND WEST OF STATE ROAD NO. 13

A part of the Hallowes Tract, being a part of the Francis P. Fatio Grant, being a part of Section 44, Township 5 South, Range 26 East, Section 39, Township 5 South, Range 27 East, Section 42, Township 6 South, Range 27 East, St. Johns County, Florida, being more particularly described as follows: for a **POINT OF BEGINNING,** commence at the intersection of the southerly right-of-way line of State Road No. 13 (a 100 foot wide right-of-way, as now established, with the southeasterly line of said Section 39; thence South 41°31'06" West, along said southeasterly line, a distance of 1,084 feet more or less, to the mean high water line on the easterly shore of the St. Johns River; thence along said mean high water line, traveling in a northwesterly direction, a distance of 17,180 feet, more or less, to a three (3) inch iron pipe at the intersection with the southeasterly line of the lands described in Official Records Volume 8, Page 321 of the current public records of St. Johns County, Florida; thence North 44°10'14" East, departing said mean high water line, a distance of 873 feet more or less, to a 3 inch iron pipe at the southeast corner of said lands; thence North 04°44'16" West, along the easterly line of said lands, also being the easterly line of the lands intended to be described in and by that certain deed recorded in Deed Book 107, Page 495 of the aforementioned public records, a distance of 744.19 feet to a three (3) inch iron pipe filled with concrete at the northeast corner of

said lands; thence South 89°51'57" West, along the northerly line of said lands, a distance of 425.69 feet, to the intersection with the easterly line of the lands as described in Official Records Volume 4, Page 66 of the aforementioned public records; thence North 09°01'23" West, along the easterly line of said lands , a distance of 1528.20 feet to an angle point in said easterly line; thence North 10°58'37" East, continuing along the easterly line of said lands, a distance of 563.94 feet, to the southerly right-of-way line of aforementioned State Road No. 13, said point also being a point on a curve concave northerly, having a radius of 1482.69 feet; thence, continuing along said southerly right-of-way line the following nine (9) courses and distances: thence, along and around the arc of said curve, through a central angle of 02°17'40", an arc distance of 59.38 feet, to a point of tangency, last described curve being subtended by a chord bearing and distance of South 89°14'10" East, 59.37 feet; thence North 89°37'00" East, a distance of 2739.90 feet, to a point of curvature on a curve concave southwesterly, having a radius of 2814.90 feet; thence, along and around the arc of said curve, through a central angle of 42°24'00", an arc distance of 2083.08 feet, to a point of tangency; last described curve being subtended by a chord bearing and distance of South 69°11'00" East, 2035.87 feet; thence South 47°59'00" East, a distance of 1739.90 feet, to a point of curvature on a curve concave southwesterly, having a radius of 1382.22 feet; thence, along and around the arc of said curve, through a central angle of 62°29'00", an arc distance of 1507.37 feet, to a point of tangency, last described curve being subtended by a chord bearing and distance of South 16°44'30" East, 1433.77 feet; thence South 14°30'00" West, a distance of 457.43 feet, to a point of curvature on a curve concave northeasterly, having a radius of 1503.64 feet; thence, along and around the arc of said curve, through a central angle of 79°15'00", an arc distance of 2079.79 feet, to a point of tangency, last described curve being subtended by a chord bearing and distance of South 25°07'29" East, 1917.92 feet; thence South 64°45'00" East, a distance of 6281.57 feet, to a point of curvature on a curve concave southwesterly, having a radius of 23,064.82 feet; thence, along and around the arc of said curve, through a central angle of 00°15'44", an arc distance of 105.56, to the **POINT OF BEGINNING**, last described curve being subtended by a chord bearing and distance South 64°52'52" East, 105.56 feet.

The lands thus described, contains 447.91 acres, more or less, in area.

Together with all riparian rights thereunto belonging or in anywise appertaining.

LEGAL DESCRIPTION PARCEL "C"
TRACT SOUTH AND WEST OF STATE ROAD NO. 13

A part of the Hallowes Tract, being a part of the Francis P. Fatio Grant, being a part of Section 44, Township 5 South, Range 26 East, Section 39, Township 5 South, Range 27 East, Section 42, Township 6 South, Range 27 East, St. Johns County,

Florida, being more particularly described as follows; for a **POINT OF BEGINNING,** commence at the northeasterly corner of Remington Park, according to the plat thereof recorded in Map Book 7, Page 1 of the public records of St. Johns County, Florida, said point also being on the southerly right-of-way line of State Road No. 13 (a 100 foot wide right-of-way, as now established) and being a point on a curve concave northerly, having a radius of 1482.69 feet; thence, along and around the arc of said curve, through a central angle of 07°34'52", an arc distance of 196.18 feet, to a point on said curve, said point also being at the northwesterly corner of a tract of land conveyed per instrument recorded in Official Records Volume 4, Page 66 of said public records, last described curve being subtended by a chord bearing and distance of South 83°07'35" East, 196.04 feet; thence, along the westerly line of said lands, the following two (2) courses and distances: thence South 10°58'37" West, a distance of 564.76 feet, to an angle point in said westerly line; thence South 09°01'23" East, a distance of 1528.80 feet to the intersection with the northerly line of those lands conveyed per instrument recorded in deed book 107, page 495 of said public records; thence South 89°51'57" West, along the northerly line of said lands, a distance of 130.32 feet to a point being located at the northwesterly corner of said lands; thence South 08°45'36" West, along the westerly line of said lands, a distance of 630.88 feet, to a point being located at the northeasterly corner of the lands as described in Official Records Volume 412, Page 549, of said public records; thence South 78°05'22" West, along the northerly line of said lands, a distance of 383 feet, more or less to a point being located on the mean high water line on the easterly shore of the St. Johns River; thence, along said mean high water line, traveling in a northerly direction, a distance of 2,369 feet, more or less to a point being located on the easterly line of aforesaid Remington Park; thence, North 38°44'59" East, along said easterly line, a distance of 783 feet, more or less, to the **POINT OF BEGINNING.**

The lands thus described, contains 23.11 acres, more or less, in area.

Together with all riparian rights thereunto belonging or in anywise appertaining.

EXHIBIT "B"

RIVERTOWN DEVELOPMENT PLAN
(MAP H MASTER DEVELOPMENT PLAN

EXHIBIT "B"

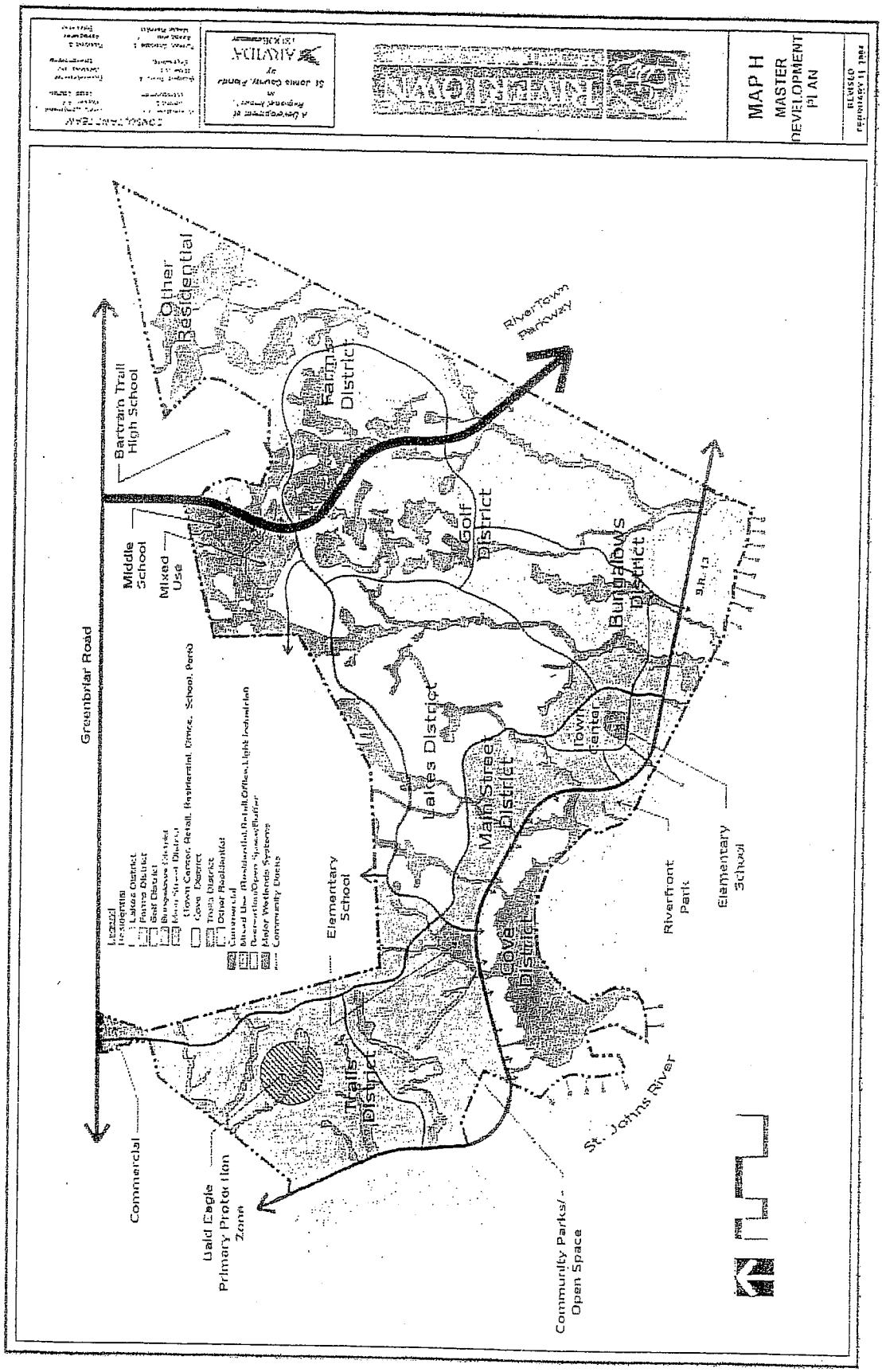

MAP H
MASTER DEVELOPMENT PLAN
Greenbriar Road
Bartram Trail High School
Middle School
Mixed Use
Other Residential
Farms District
RiverTown Parkway
Golf District
Bungalows District
Lakes District
Main Street District
Town Center
Cove District
Trails District
Elementary School
Riverfront Park
Elementary School
Commercial
Bald Eagle Primary Protection Zone
Community Parks/ Open Space
St. Johns River

EXHIBIT "C"

RIVERTOWN CAPACITY AND PHASING SCHEDULE

EXHIBIT C
RIVERTOWN
ESTIMATED CAPACITY AND PHASING SCHEDULE

Year/Land Use	Water		Wastewater		Reuse	
	Yearly by land use	Cumulative use from all categories	Yearly by land use	Cumulative use from all categories	Yearly by land use	Cumulative use from all categories
	ADF* (MGD)	ADF* (MGD)	ADF* (MGD)	ADF* (MGD)	ADF* (MGD)	ADF* (MGD)
2006						
Single Family	0.1540	0.1540	0.1232	0.1232	0.0792	0.0792
Multi-Family	0.0240	0.1780	0.0184	0.1416	0.0060	0.0852
Retail	0.0016	0.1796	0.0016	0.1432	0.0010	0.0862
Office	0.0016	0.1812	0.0016	0.1448	0.0010	0.0872
Light Industrial	0.0010	0.1822	0.0002	0.1450	0.0010	0.0882
Golf Course (18 holes)	0.0250	0.2072	0.0250	0.1700	0.6500	0.7382
Parks	0.0010	**0.2082**	0.0010	**0.1710**	0.0950	**0.8332**
Yearly Sub-Total	*0.2082*		*0.1710*		*0.8332*	
2007						
Single Family	0.1540	0.3622	0.1232	0.2942	0.0792	0.9124
Multi-Family	0.0240	0.3862	0.0184	0.3126	0.0060	0.9184
Retail	0.0016	0.3878	0.0016	0.3142	0.0010	0.9194
Office	0.0016	0.3894	0.0016	0.3158	0.0010	0.9204
Light Industrial	0.0010	0.3904	0.0002	0.3160	0.0010	0.9214
Schools	0.0390	**0.4294**	0.0390	**0.3550**	0.0330	**0.9544**
Yearly Sub-Total	*0.2212*		*0.1840*		*0.1212*	
2008						
Single Family	0.1540	0.5834	0.1232	0.4782	0.0792	1.0336
Multi-Family	0.0240	0.6074	0.0184	0.4966	0.0060	1.0396
Retail	0.0016	0.6090	0.0016	0.4982	0.0010	1.0406
Office	0.0016	0.6106	0.0016	0.4998	0.0010	1.0416
Light Industrial	0.0010	**0.6116**	0.0002	**0.5000**	0.0010	**1.0426**
Yearly Sub-Total	*0.1822*		*0.1450*		*0.0882*	
2009						
Single Family	0.1540	0.7656	0.1232	0.6232	0.0792	1.1218
Multi-Family	0.0240	0.7896	0.0184	0.6416	0.0060	1.1278
Retail	0.0016	0.7912	0.0016	0.6432	0.0010	1.1288
Office	0.0016	0.7928	0.0016	0.6448	0.0010	1.1298
Light Industrial	0.0010	**0.7938**	0.0002	**0.6450**	0.0010	**1.1308**
Yearly Sub-Total	*0.1822*		*0.1450*		*0.0882*	
2010						
Single Family	0.1540	0.9478	0.1232	0.7682	0.0792	1.2100
Multi-Family	0.0240	0.9718	0.0184	0.7866	0.0060	1.2160
Retail	0.0016	0.9734	0.0016	0.7882	0.0010	1.2170
Office	0.0016	0.9750	0.0016	0.7898	0.0010	1.2180
Light Industrial	0.0010	**0.9760**	0.0002	**0.7900**	0.0010	**1.2190**
Yearly Sub-Total	*0.1822*		*0.1450*		*0.0882*	

* ADF - Average Daily Flow, from ADA

By: ETM (Lee Alford) All information obtained from ADA for the DRI Revised per JEA Request

EXHIBIT C
RIVERTOWN
ESTIMATED CAPACITY AND PHASING SCHEDULE

Year/Land Use	Water		Wastewater		Reuse	
	Yearly by land use	Cumulative use from all categories	Yearly by land use	Cumulative use from all categories	Yearly by land use	Cumulative use from all categories
	ADF* (MGD)	ADF* (MGD)	ADF* (MGD)	ADF* (MGD)	ADF* (MGD)	ADF* (MGD)
2011						
Single Family	0.1050	1.0810	0.0840	0.8740	0.0540	1.2730
Multi-Family	0.0240	1.1050	0.0184	0.8924	0.0060	1.2790
Retail	0.0074	1.1124	0.0076	0.9000	0.0050	1.2840
Office	0.0016	1.1140	0.0016	0.9016	0.0010	1.2850
Light Industrial	0.0010	**1.1150**	0.0010	**0.9026**	0.0010	**1.2860**
Yearly Sub-Total	*0.1390*		*0.1126*		*0.0670*	
2012						
Single Family	0.1050	1.2200	0.0840	0.9866	0.0540	1.3400
Multi-Family	0.0240	1.2440	0.0184	1.0050	0.0060	1.3460
Retail	0.0074	1.2514	0.0076	1.0126	0.0050	1.3510
Office	0.0016	1.2530	0.0016	1.0142	0.0010	1.3520
Light Industrial	0.0010	1.2540	0.0010	1.0152	0.0010	1.3530
Schools	0.0140	**1.2680**	0.0140	**1.0292**	0.0110	**1.3640**
Yearly Sub-Total	0.1530		0.1266		0.0780	
2013						
Single Family	0.1050	1.3730	0.0840	1.1132	0.0540	1.4180
Multi-Family	0.0240	1.3970	0.0184	1.1316	0.0060	1.4240
Retail	0.0074	1.4044	0.0076	1.1392	0.0050	1.4290
Office	0.0016	1.4060	0.0016	1.1408	0.0010	1.4300
Light Industrial	0.0010	**1.4070**	0.0010	**1.1418**	0.0010	**1.4310**
Yearly Sub-Total	*0.1390*		*0.1126*		*0.0670*	
2014						
Single Family	0.1050	1.5120	0.0840	1.2258	0.0540	1.4850
Multi-Family	0.0240	1.5360	0.0184	1.2442	0.0060	1.4910
Retail	0.0074	1.5434	0.0076	1.2518	0.0050	1.4960
Office	0.0016	1.5450	0.0016	1.2534	0.0010	1.4970
Light Industrial	0.0010	**1.5460**	0.0010	**1.2544**	0.0010	**1.4980**
Yearly Sub-Total	*0.1390*		*0.1126*		*0.0670*	
2015						
Single Family	0.1050	1.6510	0.0840	1.3384	0.0540	1.5520
Multi-Family	0.0240	1.6750	0.0184	1.3568	0.0060	1.5580
Retail	0.0074	1.6824	0.0076	1.3644	0.0050	1.5630
Office	0.0016	1.6840	0.0016	1.3660	0.0010	1.5640
Light Industrial	0.0010	**1.6850**	0.0010	**1.3670**	0.0010	**1.5650**
Yearly Sub-Total	*0.1390*		*0.1126*		*0.0670*	
Total for 2006-2015		**1.6850**		**1.3670**		**1.5650**

* ADF - Average Daily Flow, from ADA

Grand totals are shown in bold

Revised per JEA Request

EXHIBIT "D"

JEA ON-SITE IMPROVEMENTS

The JEA Onsite Improvements are shown by the solid lines. The other JEA System Improvements are shown by the dash lines.

JEA Onsite Improvements shall not include improvements at the Well Site or the Facility Site or the improvements required to connect such facilities to the JEA System.

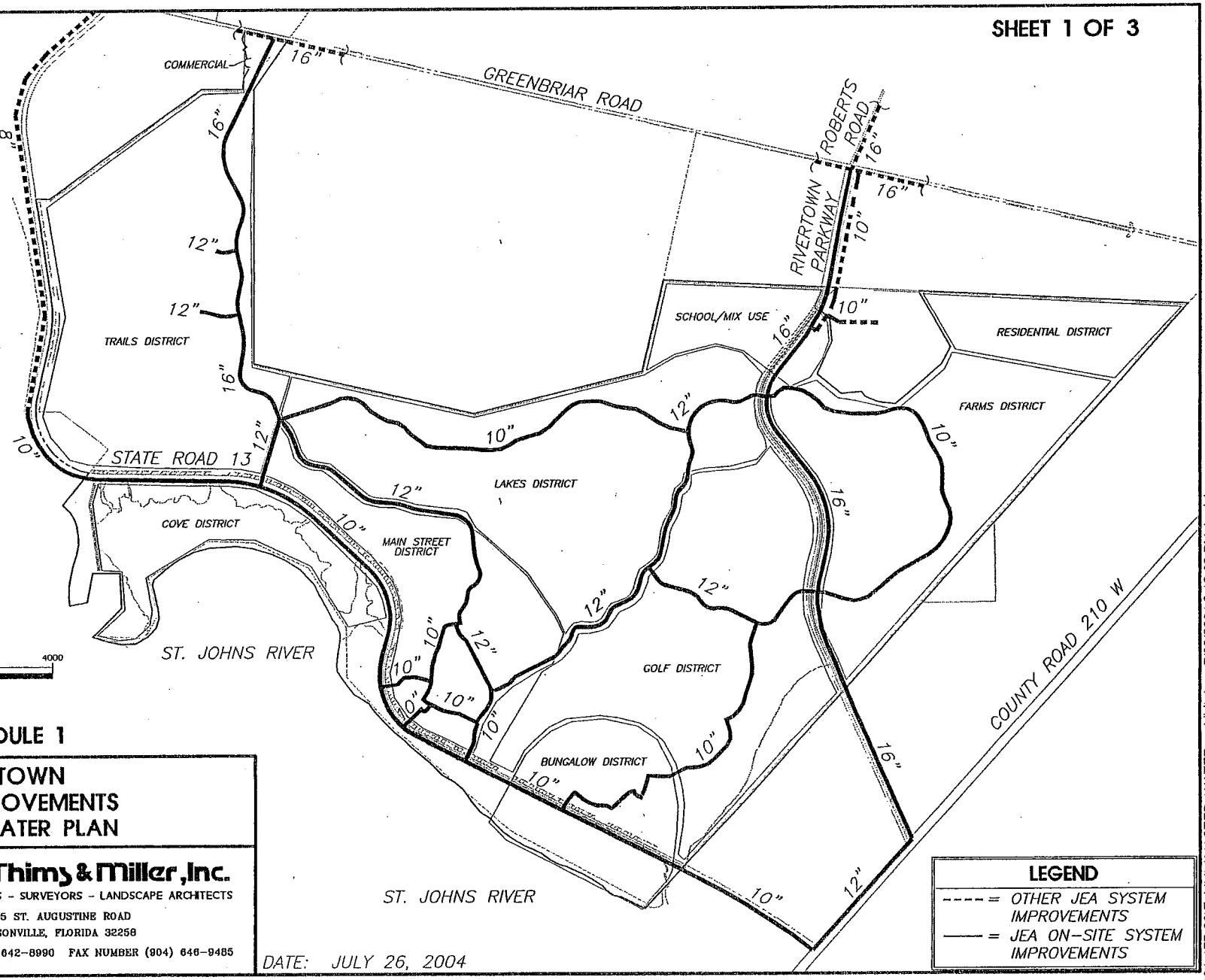
JEA System Improvements shall include, but not be limited to, improvements at the Well Site and the Facility Site and the improvements to connect such facilities to the other JEA System improvements.

NOTES:

1. THE LOCATIONS, CONFIGURATIONS AND USAGE OF DEVELOPMENT DISTRICTS AND ROADWAYS ARE CONCEPTUAL AND SUBJECT TO FURTHER REFINEMENT.

2. THIS EXHIBIT DEPICTS TOTAL BUILDOUT CONDITIONS.

3. THE LOCATION AND SIZE OF LINES ARE CONCEPTUAL AND SUBJECT TO FINAL DESIGN.



GRAPHIC SCALE

2000 0 1000 2000 4000

(1" = 3000')

SCHEDULE 1

RIVERTOWN
JEA'S IMPROVEMENTS
MASTER WATER PLAN

England-Thims & Miller, Inc.
ENGINEERS - PLANNERS - SURVEYORS - LANDSCAPE ARCHITECTS
14775 ST. AUGUSTINE ROAD
JACKSONVILLE, FLORIDA 32258
PHONE NUMBER (904) 642-8990 FAX NUMBER (904) 646-9485

DATE: JULY 26, 2004

LEGEND

---- = OTHER JEA SYSTEM IMPROVEMENTS

—— = JEA ON-SITE SYSTEM IMPROVEMENTS

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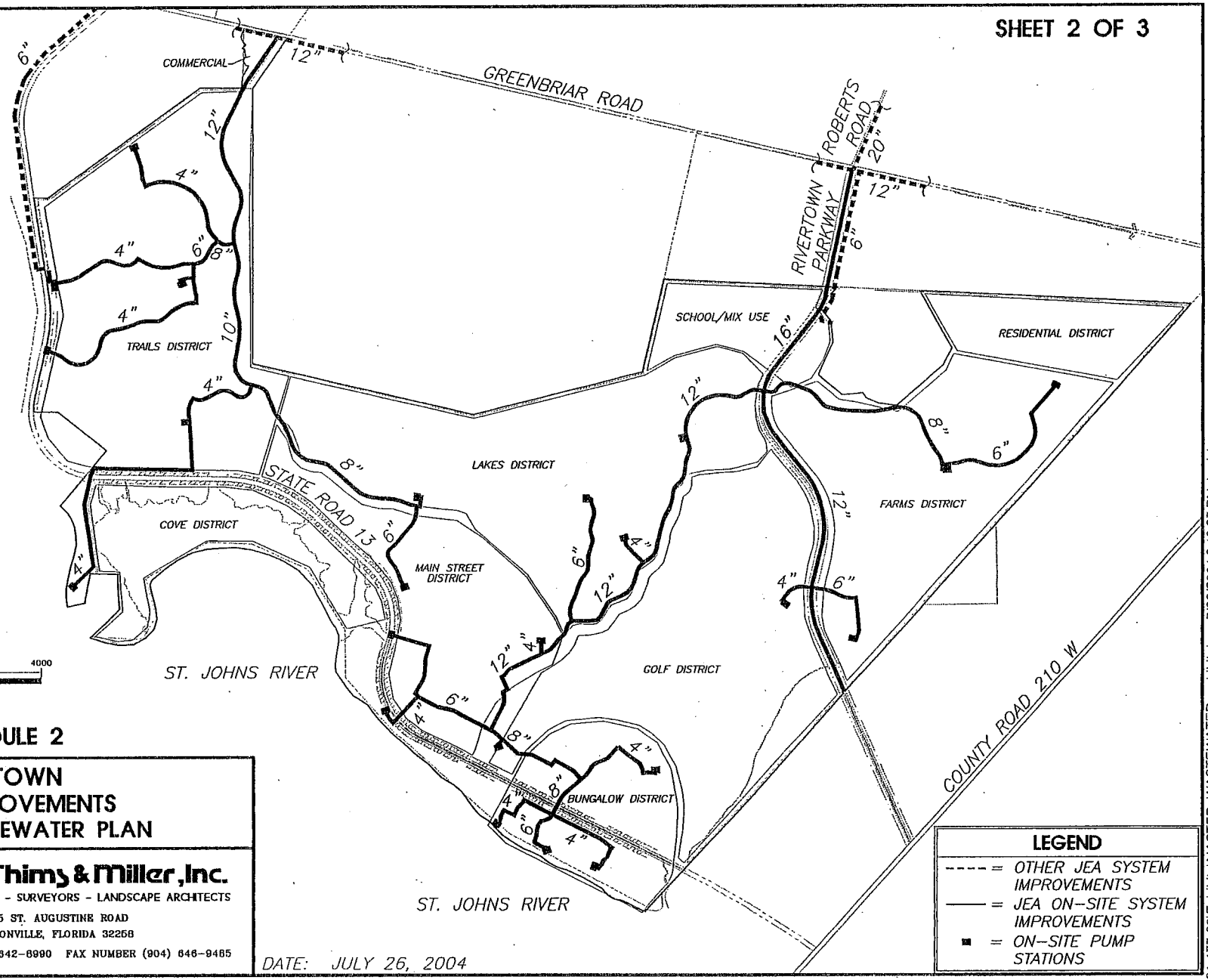

GRAPHIC SCALE

2000 0 1000 2000 4000

(1" = 3000')

SCHEDULE 2

RIVERTOWN
JEA'S IMPROVEMENTS
MASTER WASTEWATER PLAN

England-Thims & Miller, Inc.
ENGINEERS - PLANNERS - SURVEYORS - LANDSCAPE ARCHITECTS
14775 ST. AUGUSTINE ROAD
JACKSONVILLE, FLORIDA 32258
PHONE NUMBER (904) 642-8990 FAX NUMBER (904) 646-9485

DATE: JULY 26, 2004

LEGEND

- ---- = OTHER JEA SYSTEM IMPROVEMENTS
- —— = JEA ON-SITE SYSTEM IMPROVEMENTS
- ■ = ON-SITE PUMP STATIONS

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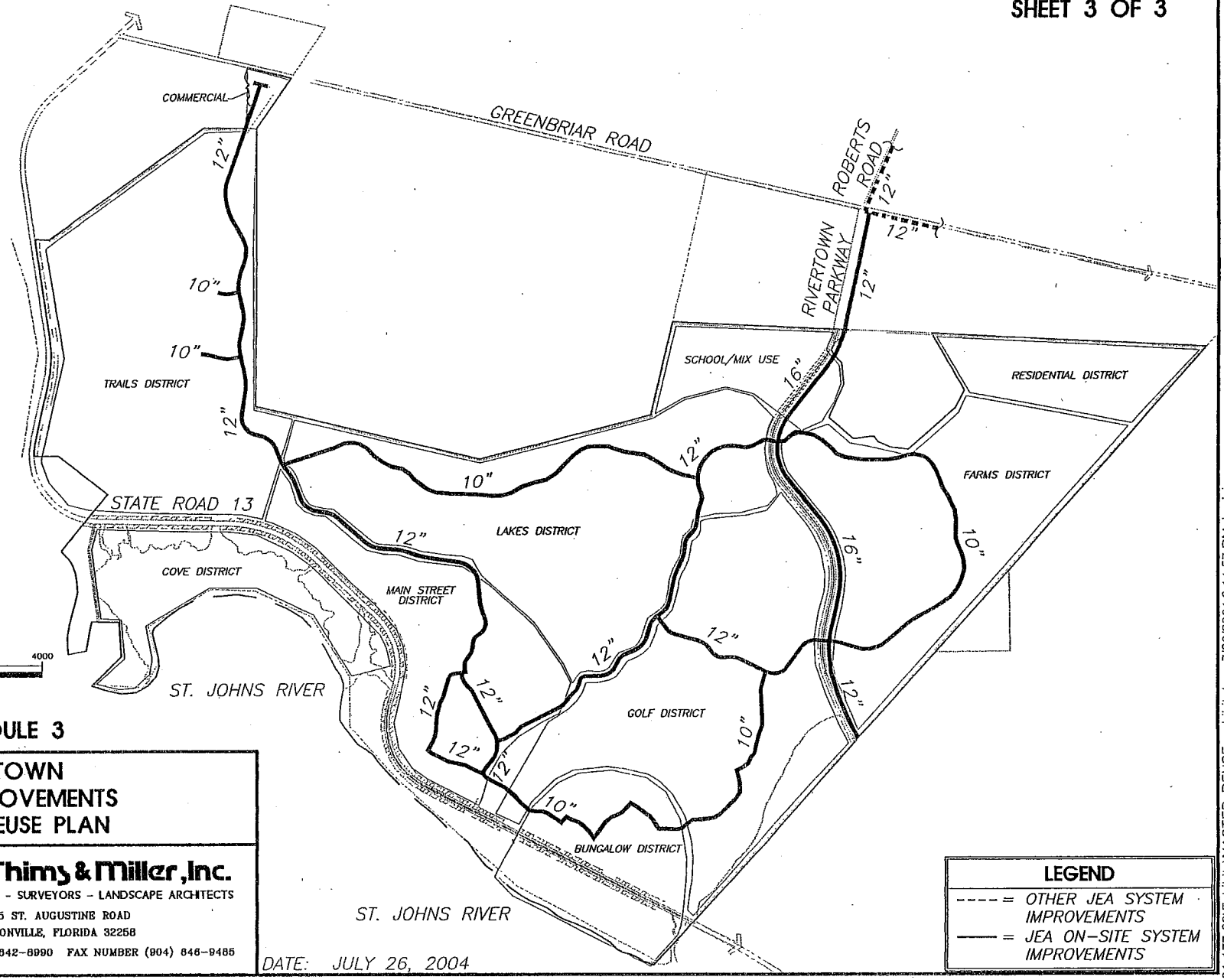

GRAPHIC SCALE

2000 0 1000 2000 4000

(1" = 3000')

SCHEDULE 3

RIVERTOWN
JEA'S IMPROVEMENTS
MASTER REUSE PLAN

England-Thims & Miller, Inc.
ENGINEERS - PLANNERS - SURVEYORS - LANDSCAPE ARCHITECTS
14775 ST. AUGUSTINE ROAD
JACKSONVILLE, FLORIDA 32258
PHONE NUMBER (904) 642-8990 FAX NUMBER (904) 646-9485

DATE: JULY 26, 2004

LEGEND

---- = OTHER JEA SYSTEM IMPROVEMENTS

—— = JEA ON-SITE SYSTEM IMPROVEMENTS

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EXHIBIT "E"

JEA SYSTEM IMPROVEMENTS

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JEA System Improvements shall include, but not be limited to, improvements at the Well Site and the Facility Site and the improvements to connect such facilities to the other JEA System Improvements.

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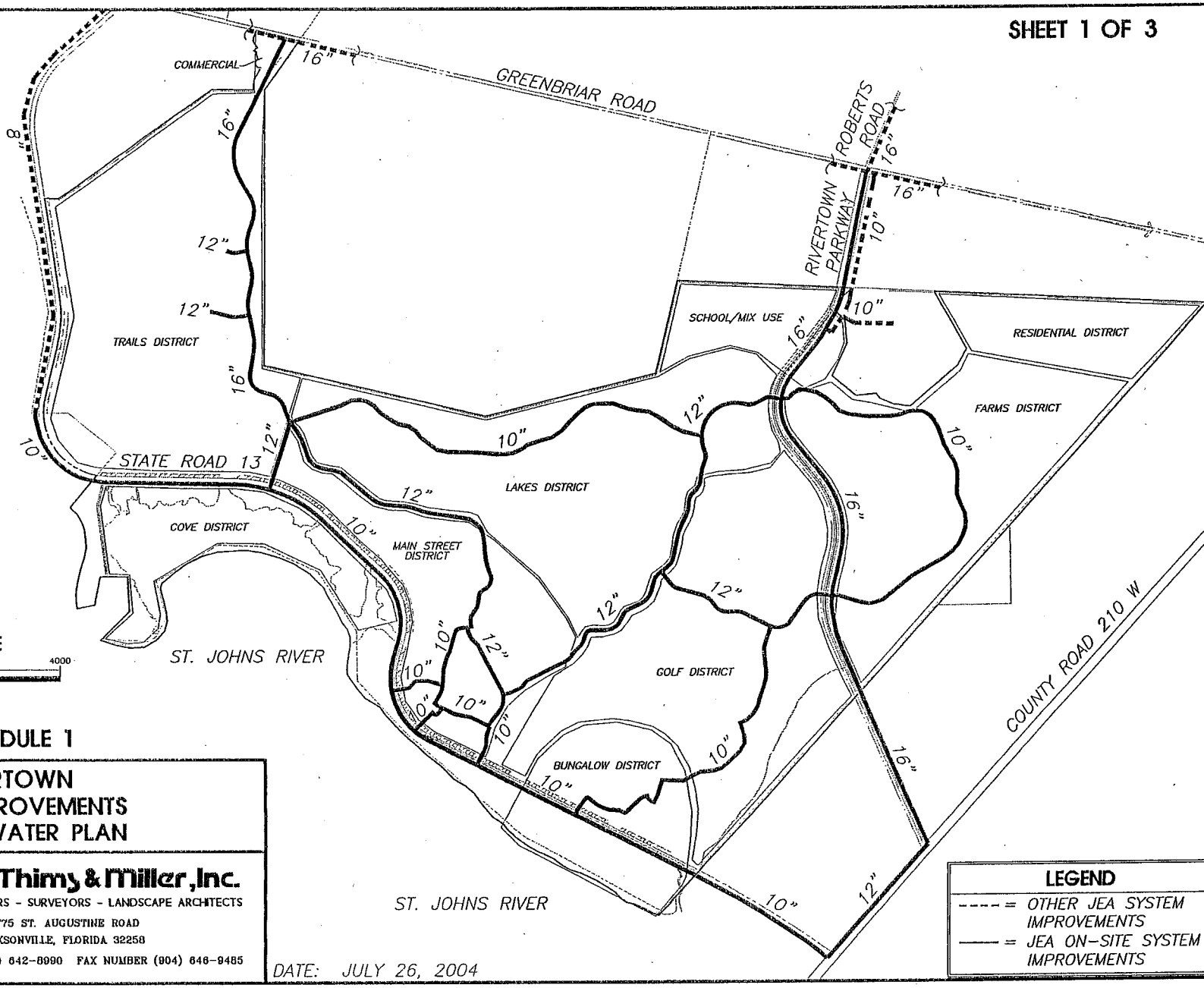

GRAPHIC SCALE

2000 0 1000 2000 4000

(1" = 3000')

SCHEDULE 1

RIVERTOWN
JEA'S IMPROVEMENTS
MASTER WATER PLAN

England-Thims & Miller, Inc.
ENGINEERS - PLANNERS - SURVEYORS - LANDSCAPE ARCHITECTS
14775 ST. AUGUSTINE ROAD
JACKSONVILLE, FLORIDA 32258
PHONE NUMBER (904) 642-8990 FAX NUMBER (904) 646-9485

DATE: JULY 26, 2004

LEGEND

----- = OTHER JEA SYSTEM IMPROVEMENTS

——— = JEA ON-SITE SYSTEM IMPROVEMENTS

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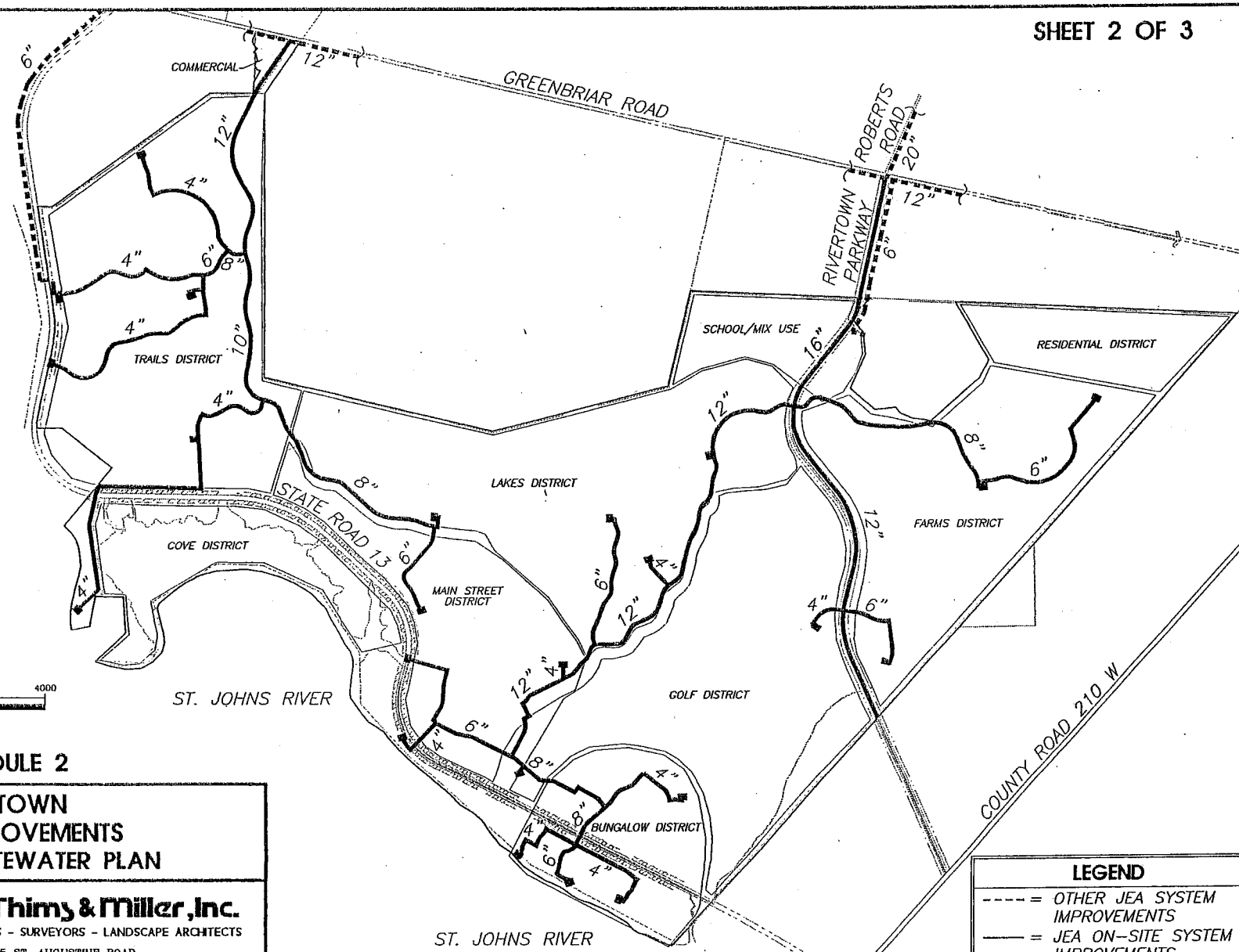

GRAPHIC SCALE

2000 0 1000 2000 4000

(1" = 3000')

SCHEDULE 2

RIVERTOWN
JEA'S IMPROVEMENTS
MASTER WASTEWATER PLAN

England-Thims & Miller, Inc.
ENGINEERS - PLANNERS - SURVEYORS - LANDSCAPE ARCHITECTS
14775 ST. AUGUSTINE ROAD
JACKSONVILLE, FLORIDA 32258
PHONE NUMBER (904) 642-8990 FAX NUMBER (904) 646-9485

DATE: JULY 26, 2004

LEGEND

- ---- = OTHER JEA SYSTEM IMPROVEMENTS
- —— = JEA ON-SITE SYSTEM IMPROVEMENTS
- ■ = ON-SITE PUMP STATIONS

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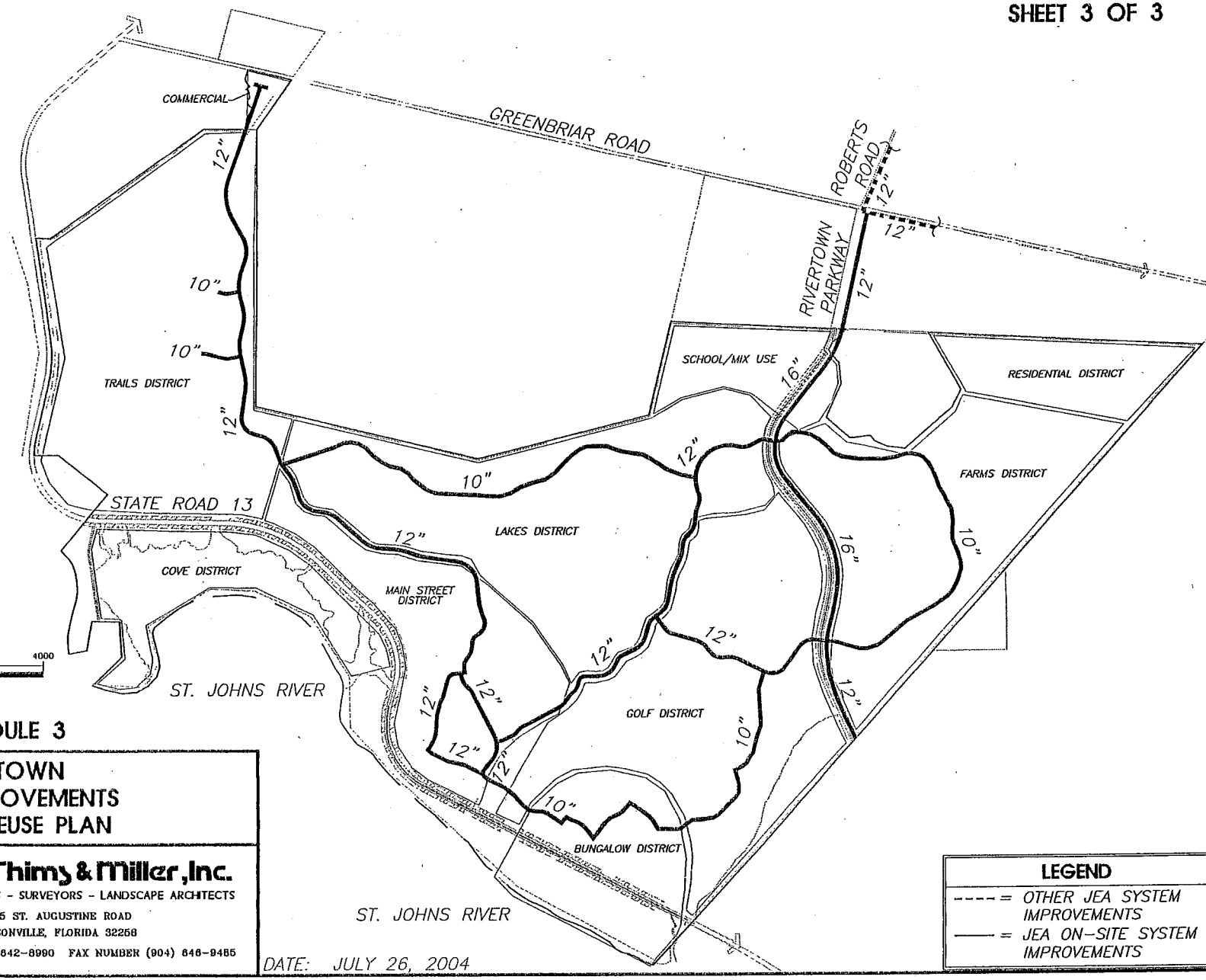

GRAPHIC SCALE

2000 0 1000 2000 4000

(1" = 3000')

SCHEDULE 3

RIVERTOWN
JEA'S IMPROVEMENTS
MASTER REUSE PLAN

England-Thims & Miller, Inc.
ENGINEERS - PLANNERS - SURVEYORS - LANDSCAPE ARCHITECTS
14775 ST. AUGUSTINE ROAD
JACKSONVILLE, FLORIDA 32258
PHONE NUMBER (904) 642-8990 FAX NUMBER (904) 646-9485

DATE: JULY 26, 2004

LEGEND

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EXHIBIT "F"

SPECIAL CONDITIONS 18 AND 19 OF RIVERTOWN DEVELOPMENT ORDER

RESOLUTION NO. 2004-45

ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS RESOLUTION NO. 2004-45, A DEVELOPMENT ORDER FOR RIVERTOWN, A DEVELOPMENT OF REGIONAL IMPACT UNDER CHAPTER 380, FLORIDA STATUTES; AUTHORIZING DEVELOPMENT OF APPROXIMATELY 4,170 ACRES IN NORTHWEST ST. JOHNS COUNTY; ESTABLISHING MITIGATION REQUIREMENTS FOR REGIONAL IMPACTS INCLUDING MITIGATION FOR TRANSPORTATION AND ENVIRONMENTAL IMPACTS, PROVIDING DEVELOPMENT PHASING AND BUILDOUT DATES; ESTABLISHING AN EFFECTIVE DATE

LET IT BE KNOWN that, pursuant to Section 380.06 of the Florida Statutes (2003), the St. Johns County Board of County Commissioners has heard at a public hearing held on February 24, 2004, the Application for Development Approval for the proposed RiverTown Development of Regional Impact ("ADA"); and

RECITALS

WHEREAS, the Board of County Commissioners of St. Johns County has considered the Regional Recommendations of the Northeast Florida Regional Council ("NEFRC") dated February 4, 2004 ("Regional Report"), the recommendations of the St. Johns County staff, and the documents and comments upon the record made before the St. Johns County Board of County Commissioners; and

WHEREAS, the RiverTown Development of Regional Impact (the "DRI" or "RiverTown DRI") is a proposed mixed use master planned community on approximately 4,170 acres as more specifically described on the attached Exhibit 1 (the "DRI Property"); and

18. **Water Supply.** The Applicant will apply for concurrent stormwater management and consumptive use permits for the golf course to ensure the coordination of interrelated aspects such as the construction of a stormwater system that supports water reuse and minimizes pollutant and volume loading into surface water.

(a) **Potable Water.** A central water supply system will provide water needs for all development within RiverTown. There will be no on-site potable water wells and no surficial aquifer wells except those listed in subsection 19(c) below. Development will occur concurrent with the provision of adequate central potable water service meeting the adopted level of service in the 2015 St. Johns County Comprehensive Plan. No building permits will be issued for development of Phase II until the Developer has provided the County written confirmation from the JEA or subsequent utility provider that adequate water supplies are available to serve the remainder of the proposed development.

(b) **Reuse.** Irrigation demands within RiverTown will be met using reuse water. Reuse water will be the primary source of irrigation for the RiverTown DRI with shallow irrigation wells serving only as a backup source for irrigation. Distribution lines for reuse (nonpotable water) will be installed concurrent with development of the RiverTown DRI for all uses in the DRI (residential and non-residential). The nonpotable distribution system will be developed in parallel to the potable system for all land uses in the RiverTown DRI for utilization when reuse water is available in October 2006. Reuse water will consist of the following sources:

(i) Wastewater effluent treated to public access standards and delivered to the end user by the utility provider; and

(ii) Stormwater.

(c) **Wells.** No onsite potable water wells will be located within RiverTown, except the following wells permitted for water use pursuant to that certain CUP Permit #51220: GCI-1, GCI-2, GCI-3, and GCI-4, and self supplied domestic use wells ("Existing Wells") and those certain wells that may be needed to service remote, isolated golf course or recreational facilities ("Isolated Facility Wells"). The Existing Wells will be used consistent with the CUP Permit and will not be utilized to provide or supplant irrigation needs of any portion of the DRI Property. Irrigation wells will be allowed only as a backup source to the reuse supply system. No ground water will be utilized for surface water level maintenance or decorative uses. Any new wells discovered on the site during the development process will be properly plugged and abandoned in accordance with District rules and regulations when the area around each well is developed, except the Existing Wells. Any wells discovered during the development process will be reported immediately to the District and the County. Any wells not disclosed and reviewed for water use consistent with Chapter 40C-2, F.A.C. must be plugged and abandoned.

(d) **Water Conservation.** Water conservation strategies, including Xeriscape landscaping techniques and low-flow plumbing fixtures will be incorporated in the construction, operation, and maintenance phases of the development and will be included in the covenants and deed restrictions for the project. The conservation strategies will include the following conditions:

(i) The Developer will use low-flow plumbing fixtures consistent with the Water Conservation Act, 553.14, Florida Statutes (2003).

(ii) The Developer, property owner's association, CDD or water utility provider will implement a water conservation education program as specified in Section

12.2.5.1(e) of the St. Johns River Water Management District, Consumptive Use Permitting Applicant's Handbook. The curriculum of the education program will be supplied with the first biennial Monitoring Report and each subsequent Monitoring Report until build out; and

iii) The Developer will include information on Xeriscape, native vegetation, and drought tolerant vegetation (*SJRWMD Xeriscape Plant Guide*, water conservation guides and *IFAS's Xeriscape Plant Guides* and IFAS's Cooperation Extension Services "*Florida Yards and Neighborhoods*" material) in design guidelines for the project.

iv) Within project common areas, commercial areas, and multi-family residential complexes, 50% of planted vegetation, by aerial extent, will consist of native, drought tolerant or xeric vegetation in all landscaped areas. Landscaped areas include planted vegetation and mulch; however, they do not include hardscaped areas. Native or drought-resistant plants include those in the District's *Waterwise Florida Landscapes*, the Florida Native Plan Society's list of native landscape plants for St. Johns County, *A Gardner's Guide to Florida's Native Plants* (Osorio 2001), or comparable guidelines prepared by the Florida Dept. of Agriculture and Consumer Services, Fish and Wildlife Conservation Commission, or FDEP.

) Within common areas, commercial areas, and multi-family residential complexes, the Applicant, its successors and assigns, will use at least 70% of fertilizer use in slow-release or organic form.

i) Project covenants and restrictions will prohibit the use of decorative and ornamental fountains, except for those that use reclaimed water or stormwater, consistent with

Florida laws and regulations. Interactive recreational fountains may use potable water provided a re-circulation treatment system is installed.

(vii) Applicant will undertake two demonstration projects, one (1) residential and one (1) non-residential which implement and exhibit water wise landscaping principals which incorporates drought-tolerant or native vegetation.

19. **Wastewater Management.** Development will occur concurrent with the provision of adequate central sewer service meeting the adopted level of service standard required for wastewater under the 2015 St. Johns County Comprehensive Plan. Central sewer service will be provided for the RiverTown DRI, except for isolated golf course and recreational facilities. Septic tanks will be prohibited within the RiverTown DRI, except for use in providing sewer service to isolated golf course and recreational facilities. Temporary surface tanks may be used to provide sewer service to construction and marketing trailers only until central sewer lines are installed and in use. No building permits will be issued for development of Phase 2 until the Developer has provided written confirmation to the County from the JEA or subsequent utility provider that adequate treatment and collection capacity is available for the remainder of the proposed development.

20. **Stormwater Management and Floodplains.**

(a) **Stormwater Management.** The stormwater system for RiverTown will be designed using multiple discharge points throughout the project in order to minimize the intensity and volume of discharge from any single point, thereby reducing the potential for flooding and erosion. All drainage improvements will be designed so that the rate of stormwater which flows into the creeks and tributary wetland systems is equal to or reduced from the pre-development conditions. The normal water elevation of each

EXHIBIT "G"

WELL SITE DESCRIPTION

RIVERTOWN WELL SITE

A parcel of land, being a portion of the Hallowes Tract, situated in the Francis P. Fatio Grant, Section 44, Township 5 South, Range 26 East, St. Johns County, Florida, said parcel of land being more particularly described as follows:

For a point of reference, commence at the monumented Southwesterly line of Greenbriar Section One, as shown on the plat thereof, recorded in Map Book 14, pages 57 and 58 of the public records of St. Johns County, Florida, said point being the intersection of the Southerly line of that 100 foot easement for drainage and utilities, as shown on the aforesaid plat of Greenbriar Section One, with the Westerly line of those lands described and recorded in Official Records Book 702, page 995 (RE#000685-0000, Land Owners: Switzerland Properties, Inc.), of the public records of said St. Johns County, Florida, and the Easterly line of those lands described and recorded in Official Records Book 1409, page 1425 (RE#000700-0000, Land Owner: St. Joe Corporation), and run thence South 00°00'46" West, along the aforesaid Westerly line of lands described and recorded in Official Records Book 1409, page 1425 of said public records, (also being the Westerly line of lands described and recorded in Official Records Book 702, page 995, and a Southerly prolongation of the Westerly line of said Greenbriar Section One, a distance of 3271.80 feet, to the Point of Beginning.

From the Point of Beginning thus described continue South 00°00'46" West, continuing along last said line, a distance of 235.00 feet, to a point; run thence North 81°14'04" West, a distance of 230.00 feet, to a point; run thence North 07°47'30" East, a distance of 201.86 feet, to a point; run thence South 89°59'14" East, a distance of 200.00 feet, to the Point of Beginning.

EXHIBIT "H"

MAPS SHOWING LOCATION OF WELL SITE (EXISTING LOCATION – 16" WELL SITE AND RIVERTOWN CONCEPTUAL SITE PLAN KEY MAP H)

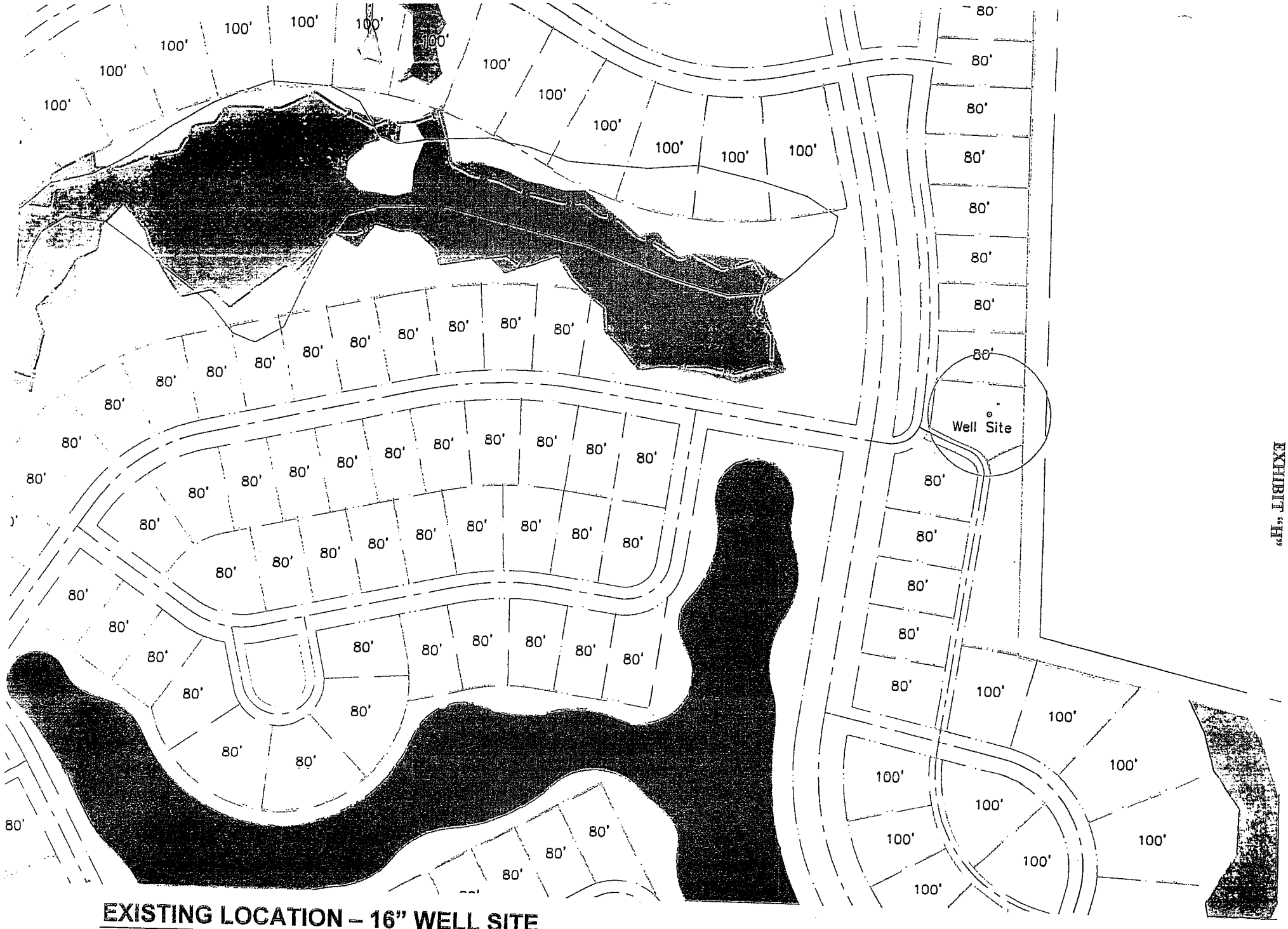
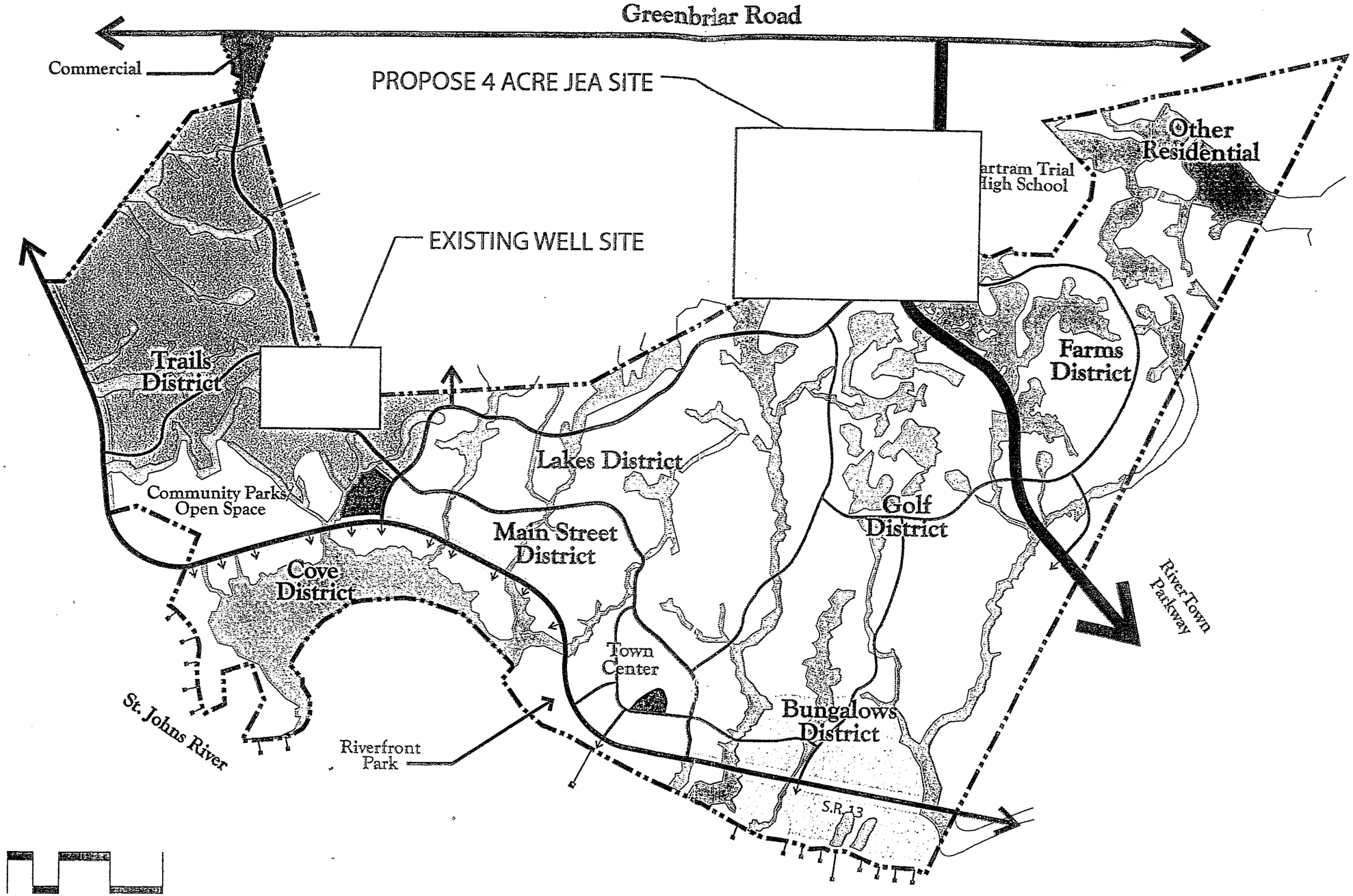


EXHIBIT "H"

EXISTING LOCATION – 16" WELL SITE



RIVERTOWN CONCEPTUAL SITE PLAN
KEY MAP

CONSULTANT TEAM

WilsonMiller, Inc. — Planning & Transportation	Lewis, Longman & Walker, P.A. — Legal Counsel
England, Thims & Miller, Inc. — Engineering	Environmental Services, Inc. — Environmental
Tunnell, Spangler & Associates — Master Planning	FishKind & Associates — Economic

A Development of Regional Impact
In
St. Johns County, Florida
by
ARVIDA a STJOE company

RIVERTOWN

MAP H

MASTER DEVELOPMENT PLAN

REVISED FEBRUARY 2004

EXHIBIT "I"

PARTIAL ASSIGNMENT AND ASSUMPTION OF SERVICE AGREEMENT

THIS PARTIAL ASSIGNMENT AND ASSUMPTION by and between _____, a _____, whose address is _____ ("Assignee"), and **THE ST. JOE COMPANY**, A Florida corporation, whose address is 245 Riverside Avenue, Suite 500, Jacksonville, Florida 32202 ("Assignor"), is entered into and effective as of _____, 20___.

RECITALS:

WHEREAS, Assignor is the developer of the RiverTown Property and Assignor and JEA, a public body corporate and politic of the State of Florida, have entered into that certain Developer and Utility Service Agreement dated_____, 2004 (the "Service Agreement") for the construction of Water and Sewer Facilities and Reclaimed Water Facilities, the reservation of Water and Sewer Capacity and Reclaimed Water Capacity, and the provision of Water service, Sewer service, and Reclaimed Water service to the RiverTown Property; and

WHEREAS, Assignor and Assignee have entered into an Agreement for Purchase and Sale ("Conveyance Agreement") in which Assignee will convey a portion of the RiverTown Property to Assignee ("Conveyed Property"), as described in the Conveyance Agreement; and Assignee intends to construct certain improvements on the Conveyed Property as more particularly described in the Conveyance Agreement which will require Water and Sewer Capacity and Reclaimed Water Capacity; and

WHEREAS, as a part of such transaction and to accommodate Assignee's intended use of the Conveyed Property, Assignor and Assignee desire for Assignor to assign to Assignee and for Assignee to assume a portion of Assignor's rights and obligations under the Service Agreement.

NOW THEREFORE, in consideration of Ten and 00/100 ($10.00) Dollars and other valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. **Recitals**. The foregoing recitals are true and correct and incorporated herein. All terms not defined herein shall have the meanings set forth in the Service Agreement.

2. **Representations and Warranties of Assignor and Assignee**. Assignor and Assignee hereby represent and warrant to each other party hereto which representations and warranties are true as of the date hereof:

2.1. Each has full power and authority to execute this Assignment and to perform the obligations hereunder.

2.2. There is no litigation or administrative proceeding pending, or to the knowledge of each of them threatened, which affects their performance under this Assignment.

2.3. The execution and delivery of this Assignment and consummation of the transactions contemplated hereby will not (i) constitute a default under any instrument, document or obligation to which either is now, or may become a party, or by which either may be bound or affected, or (ii) violate any order, writ, injunction or decree of any court in any litigation to which either is a party.

3. **Assignment**.

3.1. Assignor hereby assigns to Assignee the Water, Sewer and Reclaimed Water Capacity as described on **Exhibit "A"** attached hereto and made a part hereof, and the rights to Water, Sewer and Reclaimed Water service to the Conveyed Property under the Service Agreement free and clear of any liens or encumbrances, subject to the applicable terms, conditions, limitations, obligations, and requirements of the Service Agreement and Assignee hereby assumes the obligations under the Service Agreement as to the Water, Sewer and Reclaimed Water Capacity assigned hereunder and all obligations under the Service Agreement as to the Conveyed Property, including, but not limited to, the right and obligations with respect to those Developer On-Site Improvements located upon the Conveyed Property or necessary to serve the Conveyed Property, but only to the extent set forth in Section 3.3 below as to JEA On-Site Improvements.

3.2. Assignee agrees that as a condition to such service rights herein assigned, that Assignee shall obtain or cause to be obtained any easements or rights of way over and upon any portion of the RiverTown Property as may be required under Sections 3.9, 5 or 12.1 of the Service Agreement to serve the Conveyed Property.

3.3. [OPTIONAL PROVISION] [Assignor hereby assigns to Assignee all rights and obligations of Assignor as to that portion of the JEA On-Site Improvements as more particularly described on Exhibit "B" attached hereto and made a part of and Assignee hereby assumes all obligations under the Service Agreement with respect to that portion of the JEA On-Site Improvements herein assigned; provided however, allocation of any reimbursements or payments due from JEA pursuant to Section 3.6 of the Service Agreement shall be governed by the provisions of Section ____ of the Conveyance Agreement.]

3.4. All rights under the Service Agreement not specifically assigned under the terms of this Assignment are reserved by Assignor for benefit of other lands in the RiverTown Property.

4. **Restriction on Subsequent Assignments**. Assignee shall not assign any of the rights herein assigned to any party other than a successor in title to all or part of the Conveyed

Property or as collateral for a loan secured by the Conveyed Property. Any assignments by Assignee must comply with Section 12.1 of the Service Agreement. Any assignment made in violation of this provision shall be void.

5. **Binding Effect**. This Assignment shall be binding on Assignor and its successors and assigns and shall inure to the benefit of the Assignee and its successors in title to the Conveyed Property.

6. **Acknowledgment**. Each of Assignor and Assignee acknowledge and agree that JEA shall have no obligation to accept any Developer On-Site Improvement, or to construct, or to pay for the cost of construction of any JEA On-Site Improvements until the requirements of the Service Agreement regarding easements and rights of way have been satisfied.

7. **JEA Intended Beneficiary**. JEA is an intended third party beneficiary of this Agreement (excluding, however, any rights or obligations of Assignor or Assignee under the Conveyance Agreement) with the same rights hereunder as if a party hereto and no amendment, modification or termination of this Agreement shall be effective without the prior written consent of JEA.

8. **Counterparts.** This Assignment may be executed in one or more counterparts, each of which shall constitute one and the same instrument.

{ This space left blank intentionally }

IN WITNESS WHEREOF, the Assignee and Assignor have each executed this Assignment as of the date and year first above written.

ASSIGNOR:

THE ST. JOE COMPANY, a Florida corporation,

By: _____

Name: _____

Title: _____

Date: _____

ASSIGNEE

_____

By: _____

Name: _____

Title: _____

Date: _____

LIST OF EXHIBITS

Exhibit "A"	-	Water, Sewer and Reclaimed Water Capacity
Exhibit "B"	-	JEA On-Site Improvements

EXHIBIT "A"

Water, Sewer and Reclaimed Water Capacity

EXHIBIT "B"

JEA On-Site Improvements

EXHIBIT "J"

PARTIAL ASSIGNMENT AND ASSUMPTION OF SERVICE AGREEMENT

THIS PARTIAL ASSIGNMENT AND ASSUMPTION by and between _____ **COMMUNITY DEVELOPMENT DISTRICT**, a _____, whose address is _____ ("Assignee"), and **THE ST. JOE COMPANY**, a Florida corporation, whose address is 245 Riverside Avenue, Suite 500, Jacksonville, Florida 32202 ("Assignor"), is entered into and effective as of _____, 20___.

RECITALS:

WHEREAS, Assignor is the developer of the RiverTown Property and Assignor and JEA, a public body corporate and politic of the State of Florida, have entered into that certain Developer and Utility Service Agreement dated_____, 2004 (the "Service Agreement") for the construction of Water and Sewer Facilities and Reclaimed Water Facilities, the reservation of Water and Sewer Capacity and Reclaimed Water Capacity, and the provision of Water service, Sewer service, and Reclaimed Water service to the RiverTown Property; and

WHEREAS, Assignee is a local unit of special purpose government created and existing pursuant to Chapter 190, Florida Statutes; and Assignee intends to solicit bids for and may construct certain improvements on the RiverTown Property constituting part of the JEA On-Site Improvements.

NOW THEREFORE, in consideration of Ten and 00/100 ($10.00) Dollars and other valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

9. **Recitals**. The foregoing recitals are true and correct and incorporated herein. All terms not defined herein shall have the meanings set forth in the Service Agreement.

10. **Representations and Warranties of Assignor and Assignee**. Assignor and Assignee hereby represent and warrant to each other party hereto which representations and warranties are true as of the date hereof:

10.1. Each has full power and authority to execute this Assignment and to perform the obligations hereunder.

10.2. There is no litigation or administrative proceeding pending, or to the knowledge of each of them threatened, which affects their performance under this Assignment.

10.3. The execution and delivery of this Assignment and consummation of the

transactions contemplated hereby will not (i) constitute a default under any instrument, document or obligation to which either is now, or may become a party, or by which either may be bound or affected, or (ii) violate any order, writ, injunction or decree of any court in any litigation to which either is a party.

11. **Assignment**.

11.1. Assignor hereby assigns to Assignee all rights and obligations of Assignor as to that portion of the JEA On-Site Improvements as more particularly described on **Exhibit "A"** attached hereto and made a part of and Assignee hereby assumes all obligations under the Service Agreement with respect to that portion of the JEA On-Site Improvements herein assigned; including, but not limited to, those rights and obligations under Sections 3.7, 3.9, 5 and 12.1 of the Service Agreement.

11.2. All rights under the Service Agreement not specifically assigned under the terms of this Assignment are reserved by Assignor for benefit of other lands in the RiverTown Property.

12. **Binding Effect**. This Assignment shall be binding on Assignor and its successors and assigns and shall inure to the benefit of the Assignee and its successors in title to the Conveyed Property.

13. **Acknowledgment**. Each of Assignor and Assignee acknowledge and agree that JEA shall have no obligation to construct or to pay for the cost of construction of any JEA On-Site Improvements until the requirements of the Service Agreement with respect to easements and rights of way have been satisfied.

14. **JEA Intended Beneficiary**. JEA is an intended third party beneficiary of this Agreement with the same rights hereunder as if a party hereto and no amendment, modification or termination of this Agreement shall be effective without the prior written consent of JEA.

15. **Counterparts.** This Assignment may be executed in one or more counterparts, each of which shall constitute one and the same instrument.

{ This space left blank intentionally }

IN WITNESS WHEREOF, the Assignee and Assignor have each executed this Assignment as of the date and year first above written.

ASSIGNOR:

THE ST. JOE COMPANY, a Florida corporation

By: _____

Name: _____

Title: _____

Date: _____

ASSIGNEE:

_____

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT "A"

JEA On-Site Improvements

PARTIAL ASSIGNMENT AND ASSUMPTION OF SERVICE AGREEMENT

THIS PARTIAL ASSIGNMENT AND ASSUMPTION OF SERVICE AGREEMENT (the "Assignment") by and between **WRH LONGLEAF, LLC**, a Florida limited liability company, whose address is 100 3rd Street South, Suite 300, St. Petersburg, Florida 33701 ("Assignee") and **MATTAMY JACKSONVILLE LLC**, a Delaware limited liability company, whose address is 4901 Vineland Road, Suite 450, Orlando, Florida 32811("Assignor"), is entered into and effective as of May 17, 2021.

RECITALS:

WHEREAS, The St. Joe Company, a Florida corporation ("St. Joe") and JEA, a public body corporate and politic of the State of Florida, have entered into that certain Developer and Utility Service Agreement dated December 22, 2004 and recorded in Official Records Book 2360, Page 568 of the public records of St. Johns County, Florida (the "Service Agreement") for the construction of Water and Sewer Facilities and Reclaimed Water Facilities, the reservation of Water and Sewer Capacity and Reclaimed Water Capacity, and the provision of Water service, Sewer service, and Reclaimed Water Service to the Rivertown Property, as defined in the Service Agreement; and

WHEREAS, St. Joe assigned its rights and obligations under the Service Agreement to Assignor pursuant to that certain Assignment of Contracts and Rights dated March 31, 2014. Therefore, Assignor is the developer of the Rivertown Property; and

WHEREAS, Assignor and Assignee have entered into an Agreement for Purchase and Sale ("Conveyance Agreement") pursuant to which Assignor has agreed to convey a portion of the RiverTown Property to Assignee ("Conveyed Property"), as described in the Conveyance Agreement; and Assignee intends to construct certain improvements on the Conveyed Property as more particularly described in the Conveyance Agreement, which will require Water and Sewer Capacity and Reclaimed Water Capacity; and

WHEREAS, as a part of such transaction and to accommodate Assignee's intended use of the Conveyed Property, Assignor and Assignee desire for Assignor to assign to Assignee and for Assignee to assume a portion of Assignor's rights and obligations under the Service Agreement.

NOW, THEREFORE, in consideration of Ten and 00/100 ($10.00) Dollars and other valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein. All terms not defined herein shall have the meanings set forth in the Service Agreement.

2. **Representations and Warranties of Assignor and Assignee**. Assignor and Assignee hereby represent and warrant to each party hereto, which representations and warranties are true as of the date hereof:

2.1. Each has full power and authority to execute this Assignment and to perform the obligations hereunder.

2.2. There is no litigation or administrative proceeding pending, or to the knowledge of each of them threatened, which affects their performance under this Assignment.

2.3. The execution and delivery of this Assignment and consummation of the transactions contemplated hereby will not (i) constitute a default under any instrument, document or obligation to which either is now, or may become a party, or by which either may be bound or affected, or (ii) violate any order, writ, injunction or decree of any court in any litigation to which either is a party.

2.4. Assignor represents and warrants that the lift station contemplated herein to service the Conveyed Property conforms to the RiverTown Capacity and Phasing Schedule as defined in the Service Agreement.

2.5. Notwithstanding the provisions of Section 3.9 of the Services Agreement, Assignor represents and warrants that Assignor's course of dealing with JEA with respect to the Developer On-Site Improvements and the JEA On-Site Improvements (as such terms are defined in the Services Agreement) has been to convey the applicable improvements and associated real estate interests to JEA following completion of construction of the Developer On-Site Improvements or JEA On-Site Improvements, without exception (the "Course of Dealing").

3. **Assignment**.

3.1. Assignor hereby assigns to Assignee a portion of the Water, Sewer and Reclaimed Water Capacity as described on **Exhibit "A"** attached hereto and made a part hereof, and the rights to Water, Sewer and Reclaimed Water service to the Conveyed Property under the Service Agreement free and clear of any liens or encumbrances, subject to the applicable terms, conditions, limitations, obligations, and requirements of the Service Agreement and Assignee hereby assumes the terms, conditions, limitations, obligations, and requirements under the Service Agreement (as affected by the Course of Dealing) as to the Water, Sewer and Reclaimed Water Capacity assigned to Assignee hereunder and all obligations under the Service Agreement as to the Conveyed Property, including the right to construct the Developer On-Site Improvements and JEA On-Site Improvements (collectively the "On-Site Improvements") upon or adjoining the Conveyed Property or necessary to serve the Conveyed Property and the adjoining commercial parcel, such obligations being limited to the obligations with respect to the construction of a lift station to be located on adjacent land to be provided by Assignor to serve the Conveyed Property and the four (4) twenty inch (20") mains (including two reuse lines, one raw water line, and one finished water line) to serve the Facility Site (as defined in the Service Agreement) adjoining the Conveyed Property, such land being described on **Exhibit "B"** ("Improvement Site") attached hereto and made a part hereof.

3.2. Assignee agrees that as a condition to such service rights herein assigned, that Assignee shall obtain or cause to be obtained, subject to Assignor's cooperation as hereinafter provided, any easements or rights of way over and upon any portion of the Rivertown Property as may be required under Sections 3.9, 5, or 12.1 of the Service Agreement to serve the Conveyed Property.

3.3. Assignor acknowledges that certain easements or rights of way over and upon portions of the Rivertown Property will be required per the terms of the Service Agreement, and Assignor agrees to cooperate with Assignee in delivering such rights per the terms of the Service Agreement and shall convey any such rights without additional cost to Assignee. Assignor agrees to convey title or grant an easement to the Improvement Site along a timeline necessary to satisfy JEA, accommodate Assignee's project development timeline, and support Assignee's ability to seek full reimbursement of the construction costs associated with the lift station and the water mains.

3.4. Assignor hereby assigns to Assignee all rights and obligations of Assignor as to that portion of the JEA On-Site Improvements as more particularly described on **Exhibit "C"** attached hereto and made a part hereof and Assignee hereby assumes all obligations under the Service Agreement with respect to that portion of the On-Site Improvements herein assigned; provided however, allocation of any reimbursements or payments due from JEA pursuant to Section 3.6 of the Service Agreement shall be governed by the provisions of Section 3.6.

3.5. All rights under the Service Agreement not specifically assigned under the terms of this Assignment are reserved by Assignor for benefit of other lands in the RiverTown Property.

4. **Restrictions on Subsequent Assignments**. Assignee shall not assign any of the rights herein to any party other than a successor in title to all or part of the Conveyed Property or as collateral for a loan secured by the Conveyed Property. Any assignments by Assignee must comply with Section 12.1 of the Service Agreement. Any assignment made in violation of this provision shall be void.

5. **Binding Effect**. This Assignment shall be binding on Assignor and its successors and assigns and shall inure to the benefit of the Assignee and its successors in title to the Conveyed Property.

6. **Acknowledgement**. Each of Assignor and Assignee acknowledge and agree that JEA shall have no obligation to accept any Developer On-Site Improvement, or to construct, or pay for the cost of construction of any JEA On-Site Improvements until the requirements of the Service Agreement regarding easements and rights of way have been established. Assignor agrees to cooperate with Assignee as necessary to facilitate the acceptance of the On-Site Improvements and the reimbursement of Assignee costs by JEA.

7. **JEA Intended Beneficiary**. JEA is an intended third party beneficiary of this Assignment (excluding, however, any rights or obligations of Assignor or Assignee under the Conveyance Agreement) with the same rights hereunder as if a party hereto and no amendment,

modification or termination of this Agreement shall be effective without the prior written consent of JEA.

8. **Counterparts.** This Assignment may be executed in one or more counterparts, each of which shall constitute one and the same instrument.

(*Signatures appear on the following page*)

IN WITNESS WHEREOF, the Assignee and Assignor have each executed this Assignment as of the date and year first above written.

ASSIGNOR:

MATTAMY JACKSONVILLE LLC, a Delaware limited liability company

By:_____
Name: Cliff Nelson
Title: V.P.

ASSIGNEE:

WRH LONGLEAF, LLC, a Florida limited liability company

By: WRH Properties, Inc., a Florida corporation, its Manager

By:_____
Name: John Withers
Title: Executive Vice President

IN WITNESS WHEREOF, the Assignee and Assignor have each executed this Assignment as of the date and year first above written.

ASSIGNOR:

MATTAMY JACKSONVILLE LLC, a Delaware limited liability company

By:_____
Name:_____
Title:_____

ASSIGNEE:

WRH LONGLEAF, LLC, a Florida limited liability company

By: WRH Properties, Inc., a Florida corporation, its Manager

By:_____
Name: John Withers
Title: Executive Vice President

EXHIBIT "A"
Water, Sewer, and Reclaimed Water Capacity

[see attached]

21 West Church Street
Jacksonville, Florida 32202-3139

ELECTRIC WATER SEWER RECLAIMED

Jeff Mason
Prosser, Inc.
13901 Sutton Park Dr. South, 200
Jacksonville, FL, 32224

January 17, 2020

Project Name: Rivertown - Parcel 1
Availability#: 2020-0195

Attn: Jeff Mason,

Thank you for your inquiry regarding the availability of electric, potable water, sanitary sewer and reclaimed water (WS&R) service. The eight digit availability number referenced in this letter will be the number JEA uses to track your project. Please reference this number when making inquiries and submitting related documents. This availability letter will expire two years from the date above.

Point of Connection:

A summary of connection points for WS&R services are identified on the following page. JEA recognizes Connection Point #1 as the primary point of connection (POC); however, a secondary, conditional POC will be listed if available. JEA assumes no responsibility for the inaccuracy of any service connection portrayed on a JEA utility system record drawing. JEA strongly recommends field verification of all POCs prior to any construction to ensure connection availability. If this availability request is for a sewer lateral, prior to relying on the described POC and/or any reference drawings, the applicant shall request and pay for a JEA field locate, for a cost of $491.00, to determine the actual location and suitability of this potential POC. Please note the Special Conditions stated in each section contain pertinent information and additional requirements as well as further instructions. In the event the point of connection is located within a JEA easement located on private property not owned by applicant, applicant shall be responsible to obtain a temporary construction easement from the third party owner providing applicant with the right to construct the utilities.

Offsite Improvements:

For all utilities located in the public Right of Way or JEA easement, the new WS&R utilities shall be dedicated to JEA upon completion and final inspection, unless otherwise noted. It shall be the applicant's responsibility to engage the services of a professional engineer, licensed in the State of Florida. All WS&R construction shall conform to current JEA Water, Sewer & Reuse Design Guidelines which may be found on jea.com.

Reservation of Capacity:

This availability response does not represent JEA's commitment for or reservation of WS&R capacity. In accordance with JEA's policies and procedures, commitment to serve is made only upon JEA's approval of your application for service and receipt of your payment of all applicable fees.

A detailed overview of the process can be found at JEA.com. This document along with other important forms and submittal processes can be found, https://www.jea.com/water_and_wastewater_development

Sincerely,

JEA Water, Sewer Reclaim
Availability Request Team

21 West Church Street
Jacksonville, Florida 32202-3139

ELECTRIC WATER SEWER RECLAIMED

Availability#:	2020-0195
Request Received On:	1/13/2020
Availability Response:	1/17/2020
Prepared by:	Susan West

Project Information

Name:	Rivertown - Parcel 1
Type:	Apartments
Requested Flow:	83,750 gpd
Location:	South of Greenbriar road on Longleaf Pine Parkway, across from Bartram High School
Parcel ID No.:	000700 0020
Description:	335 unit apartment complex

Potable Water Connection

Water Treatment Grid:	SOUTH GRID
Connection Point #1:	Existing 20 inch water main and associated stubouts along Longleaf Pine Parkway in front of property
Connection Point #2:	NA
Special Conditions:	Connection point not reviewed for site fire protection requirements. Private fire protection analysis is required.

Sewer Connection

Sewer Treatment Plant:	BLACKS FORD
Connection Point #1:	Existing 16 inch force main and associated stubouts along Longleaf Pine Parkway in front of property
Connection Point #2:	NA
Special Conditions:	Connection to the JEA-owned sewer system for your project will require the design and construction of an onsite pump station, and a JEA dedicated force main (min. 4" dia.). Send force main connection condition requests, with availability number, to fmconnections@jea.com. Ownership and maintenance entity of pump station to be determined either at the preapplication meeting or during plan review.

Reclaimed Water Connection

Sewer Region/Plant:	SOUTH GRID
Connection Point #1:	Existing 20 inch reclaimed water main and associated stubouts along Longleaf Pine Parkway in front of property
Connection Point #2:	NA
Special Conditions:	Reclaimed water shall be used for irrigation.

General Comments:

Point of connection location(s) to be field verified by developer during project design. Send pre-application meeting requests, with availability number, to wsedevprojrequests@jea.com. Copies of reference drawings may be requested from the JEA Record online at https://www.jea.com/engineering_and_construction/request_an_as-built_drawing/.

March 6, 2020
Basis of Sanitary Design
1. Finished floor elevation of HSPS building at 31.0'.
2. Invert elevation leaving HSPS building set at 27.25'. This is based on preliminary calculations looking at JEA West Nassau WTP. If Rivertown has a deeper foundation or footers the elevation may need to shift down. Structural plans are developed during 60% design phase.

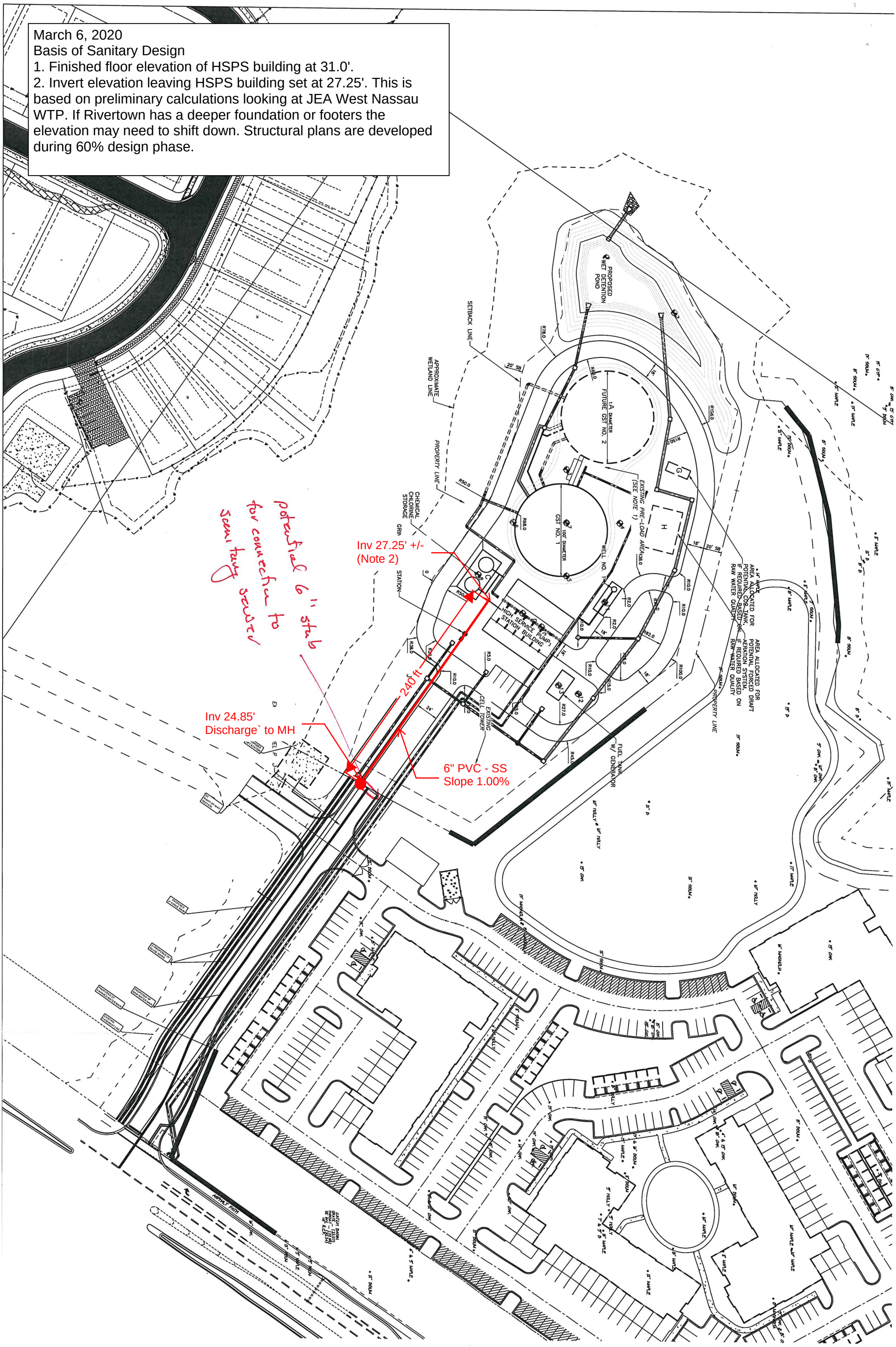


EXHIBIT "B"
Improvement Site

LIFT STATION SITE

A PARCEL OF LAND, FOR A JEA LIFT STATION SITE. AND BEING A PORTION OF THE RIVERTOWN PLANNED UNIT DEVELOPMENT (PUD), AND BEING A PARCEL OF LAND SITUATED WITHIN THE "FRANCIS P. FATIO" GRANT, SECTION 39, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF "LONGLEAF PINE PARKWAY", ALSO KNOWN AS COUNTY ROAD 244, (A 130-FOOT PUBLIC ROAD RIGHT-OF-WAY, AS PER THAT SPECIAL WARRANTY DEED FROM MAIN STREET COMMUNITY DEVELOPMENT DISTRICT TO ST. JOHNS COUNTY, FLORIDA, AS RECORDED IN OFFICIAL RECORDS BOOK 3318, PAGE 926 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, WITH THE NORTHEASTERLY LINE OF THAT VARIABLE WIDTH EASEMENT FOR UTILITIES AND DRAINAGE, GRANTED TO THE JEA, IN OFFICIAL RECORDS BOOK 2759, PAGE 1538 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, (AND ALSO BEING THE NORTHEASTERLY LINE OF THAT GRANT OF TEMPORARY EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 2759, PAGE 1530, AND THAT FIRST AMENDMENT TO EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 2984, PAGE 1064), ALL IN THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, AND RUN THENCE, SOUTH 35°10'21" WEST, ALONG THE AFORESAID NORTHWESTERLY RIGHT-OF-WAY LINE OF "LONGLEAF PINE PARKWAY", A DISTANCE OF 99.25 FEET, TO A POINT; RUN THENCE, NORTH 54°49'39" WEST, A DISTANCE OF 289.61 FEET, TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED, CONTINUE NORTH 54°49'39" WEST, A DISTANCE OF 28.50 FEET, TO THE POINT OF CURVATURE, OF A CURVE LEADING WESTERLY; RUN THENCE, WESTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE SOUTHERLY, AND HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00" TO THE LEFT, AN ARC DISTANCE OF 39.27 FEET, TO THE POINT OF TANGENCY OF LAST SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 80°10'21" WEST, 35.35 FEET; RUN THENCE, SOUTH 35°10'21" WEST, ALONG LAST SAID TANGENCY, A DISTANCE OF 34.55 FEET, TO A POINT; RUN THENCE, SOUTH 54°49'39" EAST, A DISTANCE OF 53.50 FEET, TO A POINT; RUN THENCE, NORTH 35°10'21" EAST, A DISTANCE OF 59.55 FEET, TO THE POINT OF BEGINNING.

WATER MAIN LINE SITE

FOR A POINT OF BEGINNING, BEGIN AT THE INTERSECTION OF THE NORTHWESTERLY RIGHT OF WAY LINE OF "LONGLEAF PINE PARKWAY", ALSO KNOWN AS COUNTY ROAD 244, (A 130-FOOT PUBLIC ROAD RIGHT-OF-WAY, AS PER

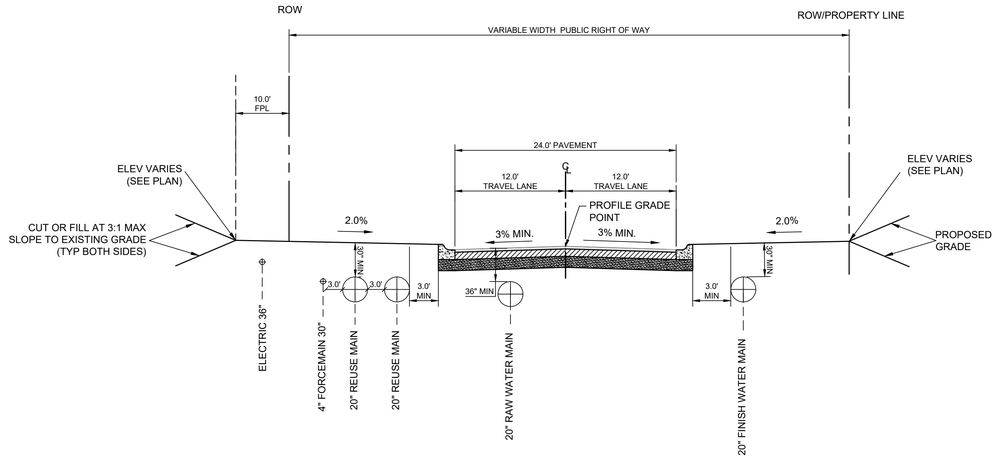
THAT SPECIAL WARRANTY DEED FROM MAIN STREET COMMUNITY DEVELOPMENT DISTRICT TO ST. JOHNS COUNTY, FLORIDA, AS RECORDED IN OFFICIAL RECORDS BOOK 3318, PAGE 926 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, WITH THE NORTHEASTERLY LINE OF THAT VARIABLE WIDTH EASEMENT FOR UTILITIES AND DRAINAGE, GRANTED TO THE JEA, IN OFFICIAL RECORDS BOOK 2759, PAGE 1538 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, (AND ALSO BEING THE NORTHEASTERLY LINE OF THAT GRANT OF TEMPORARY EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 2759, PAGE 1530, AND THAT FIRST AMENDMENT TO EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 2984, PAGE 1064), ALL IN THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, AND RUN THENCE, SOUTH 35°10'21" WEST, ALONG THE AFORESAID NORTHWESTERLY RIGHT-OF-WAY LINE OF "LONGLEAF PINE PARKWAY", A DISTANCE OF 99.25 FEET, TO A POINT; RUN THENCE, NORTH 54°49'39" WEST, A DISTANCE OF 318.11 FEET, TO THE POINT OF CURVATURE, OF A CURVE LEADING WESTERLY; RUN THENCE, WESTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE SOUTHERLY, AND HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00" TO THE LEFT, AN ARC DISTANCE OF 39.27 FEET, TO THE POINT OF TANGENCY OF LAST SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 80°10'21" WEST, 35.35 FEET; RUN THENCE, SOUTH 35°10'21" WEST, ALONG LAST SAID TANGENCY, A DISTANCE OF 34.55 FEET, TO A POINT; RUN THENCE, NORTH 54°49'39" WEST, A DISTANCE OF 96.62 FEET, TO A POINT, SAID POINT BEING ALONG A SOUTHWESTERLY PROLONGATION OF THE SOUTHEASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN THAT SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 2759, PAGE 1538 (JEA RE USE TRACT); RUN THENCE, NORTH 27°48'19" EAST, ALONG THE SOUTHWESTERLY PROLONGATION, AND THEN ALONG THE SOUTHEASTERLY LINE OF AFORESAID LANDS DESCRIBED AND RECORDED IN THAT SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 2759, PAGE 1538 (JEA RE USE TRACT), A DISTANCE OF 130.62 FEET, TO THE NORTHEASTERLY CORNER OF THAT EASEMENT FOR UTILITIES AND DRAINAGE, GRANTED TO THE JEA, IN OFFICIAL RECORDS BOOK 2759, PAGE 1538 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, (AND ALSO BEING THE NORTHEASTERLY CORNER OF THAT GRANT OF TEMPORARY EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 2759, PAGE 1530, AND THAT FIRST AMENDMENT TO EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 2984, PAGE 1064), ALL IN THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA; RUN THENCE, ALONG THE AFORESAID NORTHEASTERLY LINE OF THE AFORESAID TWO (2) EASEMENTS, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

COURSE No. 1: RUN THENCE, SOUTH 54°49'39" EAST, A DISTANCE OF 326.48 FEET, TO A POINT;

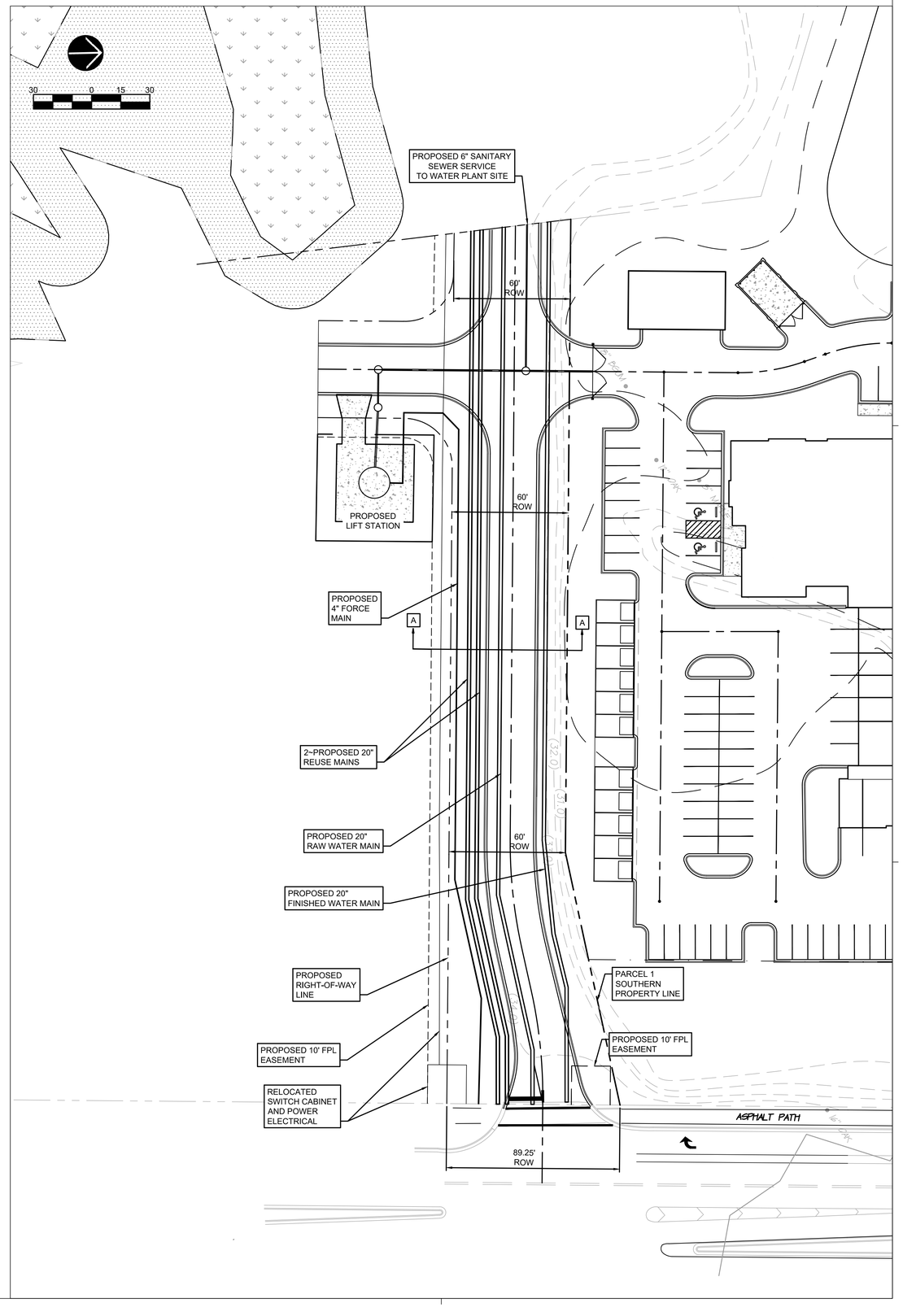
COURSE No. 2: RUN THENCE, SOUTH 67°30'30" EAST, A DISTANCE OF 133.25 FEET, TO A POINT ON THE AFORESAID NORTHWESTERLY RIGHT OF WAY LINE OF "LONGLEAF PINE PARKWAY", ALSO KNOWN AS COUNTY ROAD 244, AND THE POINT OF BEGINNING.

EXHIBIT "C"
JEA On-Site Improvements

[see attached]



TYPICAL CROSS SECTION A-A
WITH 24' PAVEMENT AND VARIABLE WIDTH R/W
NOT TO SCALE



PROSSER
Creative Visionaries. Engineering Minds™
13901 Sutton Park Drive South, Suite 200
Jacksonville, Florida 32224-0229
904.739.3655

www.prosserinc.com

Florida Certificate of Authorization Number: 00004050

RIVERTOWN JEA WATER PLANT ACCESS EXHIBIT

DATE :

PROJECT NO. : 118094.19

DESIGNED BY :

DRAWN BY :

SCALE :

No.	Date	Revision

THIS DRAWING NOT RELEASED FOR CONSTRUCTION UNLESS SO NOTED ABOVE

SHEET TITLE

FL Lic. No.
DATE:

SHEET

P:\118\118094.19 Parcel 1 - WRH Apts\Production\Drawings\Exhibits\2020-02-14_Access_Road_Layout.dwg [EXHIBIT] 2/18/2020 12:32:05 PM Jeff Mason

2019-11-06 prsr_plan-ArchD-brdr

CONSTRUCTION COST ESTIMATE

Project: 2020-0195 Rivertown Parcel 1 Force Main
CIP Cat: Sewer Collection
File Name: WS21094 2020-0195 Rivertown Parcel 1 Force Main
Cost Index: 12237.69 for July 2021
CP No: TBD

Building Community

Project Mgr: Deanna Davis
Estimator: D Jones

Estimate No: WS21094
Rev. No: 0
Date: 7/9/2021

Final Design

CLASS 1

DIRECT CONSTRUCTION COSTS

Contractor Cost		Material	Labor	Equipment	Other/Sub-Cont.	TOTAL
Total From Estimate Details -		$6,314	$2,654	$562	$10,587	$20,118
Escalation	0%	$0	$0	$0	$0	$0
Subtotal Contractor Cost		$6,314	$2,654	$562	$10,587	$20,118
Contingency (Contractors Risk)	0%	$0	$0	$0	$0	$0
Contingency (Contract SWA)	0%	$0	$0	$0	$0	$0
Total Contractor Costs		$6,314	$2,654	$562	$10,587	$20,118

Additional Direct Costs	Material	Labor	Equipment	Other/Sub-Cont.	TOTAL
JEA Supplied Material and Labor	$0	$0	$0	$0	$0
JEA Other Contract Costs	$0	$0	$0	$0	$0
Subtotal: Additional Direct Costs	$0	$0	$0	$0	$0
Total Direct Costs	$6,314	$2,654	$562	$10,587	$20,118

JEA Cost & Engineering		Labor	Contract	TOTAL
Project Management	0.0%	$0	$0	$0
Engineering *(All Services By Design Firm)*	0.0%	$0	$0	$0
Services During Construction *(JEA, Randstad, CEI)*	0.0%	$0	$0	$0
Project Support	0.0%	$0	$0	$0
Real Estate	0.0%	$0	$0	$0
Total JEA Cost and Engineering		$0	$0	$0

Total Project Costs	**$20,118**

294 LF 4" PVC Force Main Open Cut

CLASS 1 **Accuracy Range** **-5% to +10%**

CONSTRUCTION COST ESTIMATE

Project: 2020-0195 Rivertown Parcel 1 Reclaim Water Main
CIP Cat: Reclaim Water Distribution
File Name: WS21095 2020-0195 Rivertown Parcel 1 Reclaim Water Main
Cost Index: 12237.69 for July 2021
CP No: TBD

JEA Building Community

Project Mgr: Deanna Davis
Estimator: D Jones

Estimate No: WS21095
Rev. No: 0
Date: 7/9/2021

Final Design

CLASS 1

DIRECT CONSTRUCTION COSTS

Contractor Cost		Material	Labor	Equipment	Other/Sub-Cont.	TOTAL
Total From Estimate Details -		$155,762	$19,355	$5,756	$33,993	$214,866
Escalation	0%	$0	$0	$0	$0	$0
Subtotal Contractor Cost		$155,762	$19,355	$5,756	$33,993	$214,866
Contingency (Contractors Risk)	0%	$0	$0	$0	$0	$0
Contingency (Contract SWA)	0%	$0	$0	$0	$0	$0
Total Contractor Costs		$155,762	$19,355	$5,756	$33,993	$214,866

Additional Direct Costs	Material	Labor	Equipment	Other/Sub-Cont.	TOTAL
JEA Supplied Material and Labor	$0	$0	$0	$0	$0
JEA Other Contract Costs	$0	$0	$0	$0	$0
Subtotal: Additional Direct Costs	$0	$0	$0	$0	$0
Total Direct Costs	$155,762	$19,355	$5,756	$33,993	$214,866

JEA Cost & Engineering		Labor	Contract	TOTAL
Project Management	0.0%	$0	$0	$0
Engineering *(All Services By Design Firm)*	0.0%	$0	$0	$0
Services During Construction *(JEA, Randstad, CEI)*	0.0%	$0	$0	$0
Project Support	0.0%	$0	$0	$0
Real Estate	0.0%	$0	$0	$0
Total JEA Cost and Engineering		$0	$0	$0

Total Project Costs	$214,866

672 LF 20" CLDI Reclaim Water Main Open Cut

CLASS 1 **Accuracy Range** **-5% to +10%**

CONSTRUCTION COST ESTIMATE

Project: 2020-0195 Rivertown Parcel 1 Pump Station
CIP Cat: Sewage Pump Station
File Name: WS21096 2020-0195 Rivertown Parcel 1 Pump Station
Cost Index: 12237.69 for July 2021
CP No: TBD

JEA Building Community

Project Mgr: Deanna Davis
Estimator: D Jones

Estimate No: WS21096
Rev. No: 0
Date: 7/27/2021

Final Design

CLASS 1

DIRECT CONSTRUCTION COSTS

Contractor Cost		Material	Labor	Equipment	Other/Sub-Cont.	TOTAL
Total From Estimate Details - Pump Station		$350,541	$56,966	$15,567	$148,641	$571,714
Escalation	0%	$0	$0	$0	$0	$0
Subtotal Contractor Cost		$350,541	$56,966	$15,567	$148,641	$571,714
Contingency (Contractors Risk)	0%	$0	$0	$0	$0	$0
Contingency (Contract SWA)	0%	$0	$0	$0	$0	$0
Total Contractor Costs		$350,541	$56,966	$15,567	$148,641	$571,714

Additional Direct Costs	Material	Labor	Equipment	Other/Sub-Cont.	TOTAL
JEA Supplied Material and Labor	$0	$0	$0	$0	$0
JEA Other Contract Costs	$0	$0	$0	$0	$0
Subtotal: Additional Direct Costs	$0	$0	$0	$0	$0
Total Direct Costs	$350,541	$56,966	$15,567	$148,641	$571,714

JEA Cost & Engineering		Labor	Contract	TOTAL
Project Management	0.0%	$0	$0	$0
Engineering *(All Services By Design Firm)*	0.0%	$0	$0	$0
Services During Construction *(JEA, Randstad, CEI)*	0.0%	$0	$0	$0
Project Support	0.0%	$0	$0	$0
Real Estate	0.0%	$0	$0	$0
Total JEA Cost and Engineering		$0	$0	$0

Total Project Costs	$571,714

Class 1 Wet Well Pump Station 8' Dia X 22' Deep

CLASS 1 **Accuracy Range** **-5% to +10%**

Approved by the JEA Awards Committee

Date: 08/12/2021 Item# 5

Formal Bid and Award System

Award #5 August 12, 2021

Type of Award Request: RENEWAL/CONTRACT INCREASE
Request #: 6756
Requestor Name: Williams, Clint J. - Manager Technical Services
Requestor Phone: (904) 665-6028
Project Title: FY22 HP Equipment Purchases
Project Number: 8006551 (FY21 $559,087.18), 8005758 (FY22 $350,000), WO/project numbers for IT Infrastructure R&R not yet created (remaining amount)
Project Location: JEA
Funds: Capital
Budget Estimate: $2,002,000.00, FY21 - $752,000.00 | FY22 - $1,250,000.00 {Infrastructure R&R and Other IT Projects}

Scope of Work:

The purpose of this Invitation to Negotiate (the "ITN") is to evaluate and select a vendor(s) for remaining FY21-FY22 HP Equipment Purchases which JEA estimates to purchase during a one (1) year term contract. This request is to leverage contract spend for a minimum of one year to get fixed pricing on high use items, a percentage discount on unexpected items, and reduce the number of small informal spot buys and transactions. The ITN includes identifiable estimated purchase of HP equipment including discounts on non-listed items to allow purchases of unexpected items at the same discount. The specific JEA standard HP laptop related equipment and servers, e.g. HP 3Par, HP DL380 GPU, DL380 PI, DL380, HPE Simplivity and DL360 are common inventory items. The JEA standard documents are attached as backup.

JEA IFB/RFP/State/City/GSA#: 056-20
Purchasing Agent: Garland, Brooke
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
CDW GOVERNMENT LLC	John Vrablik	johnvra@cdwg.com	75 Remittance DR STE 1515, Chicago, IL 60675-1515	(877) 466-6333	$1,986,548.96

Amount of Original Award: $402,568.02
Date of Original Award: 07/23/2020
Change Order Amount: $1,986,548.96

List of Previous Change Order/Amendments:

CPA #	Amount	Date
191180	$1,123.61	05/05/2021

New Not-To-Exceed Amount: $2,390,240.59
Length of Contract/PO Term: One (1) Year w/ One (1) – 1Yr. Renewal

Begin Date (mm/dd/yyyy): 10/01/2020

End Date (mm/dd/yyyy): 09/30/2022

Renewal Options: None remaining

JSEB Requirement: N/A – HP JEA Standard

Background/Recommendations:

Competitively bid and approved by the Awards Committee on 07/23/2020. A copy of the original award is attached as backup.

This request is for contract increase for an additional purchase in FY21 for $559,087.18 and a one (1) year renewal from 10/01/2021 to 9/30/2022 for $1,427,461.78 in additional funds for CDW to continue providing discounted HP equipment in FY22. CDW will continue to offer a very competitive 47-63% discount off list price on HP equipment and first year support include the same contractual discounts on any additional related HP equipment not specifically listed in the attached pricing sheet attached as backup. The original award allows for purchase of additional equipment not specifically listed and can utilize the discount. The pricing is also comparable to recent smaller spot buys. JEA intends to do a new competitive bid following the expiration of this renewal for FY23 purchases.

The estimate for FY22 purchases is significantly higher than FY21, $402,568.02, due to the specific inclusion of HPE 3Par storage purchases (award requested value of ~$931k) and HPE Simplivity environments (award requested value of ~$428k). These items were previously purchased separately either by existing GSA contracts or single bids. By including the storage purchases into this contract category discount pricing, JEA has been able to realize significant pricing reductions from the published GSA pricing resulting in a savings of greater than 50% lower than GSA.

Request approval to award a one (1) year renewal to CDW Government, LLC for FY22 HP Equipment Purchases, in the amount of $1,986,548.96, for a new not-to-exceed amount of $2,390,240.59 subject to the availability of lawfully appropriated funds.

Manager: Williams, Clint J. - Manager Technical Services

Director: Traylor, Kymberly A. - Dir Network & Telecommunication Services

VP: Datz, Stephen H. - Interim Chief Information Officer

APPROVALS:

08/12/2021

Chairman, Awards Committee **Date**

8/12/21

Budget Representative **Date**

ITN #056-20 FY20 and FY21 HP Equipment Purchases

**** This spreadsheet has been updated to reflect required technology changes and estimated cost variances experienced during Year #1 Award ****

Pricing includes inside shipping to: JEA: 21 West Church Street, Jacksonville, FL 32202 for all items seen below.	**The Following Estimates are Based on Previous BIDS/POs Issued During Year #1 of Renewable Contract. CDW has confirmed that they will honor discounted rates for the full renewal term. These also span both FY21 and FY22 funds.**

Item Number	Part Number	Item Description	Quantity per Set	Set Quantity	Total Quantity	Discount% of HP Retail/List Price	Unit Price	SubTotal
1		**DL380 - GPU Version**						**$ 363,100.19**
1.1	868703-B21	HPE ProLiant DL380 Gen10 HPE Configure-to-order Server	1	10	10		$ 687.92	$ 6,879.20
1.2	868703-B21 A8A	HPE DL380 Gen10 HPE CTO Server	1	10	10		$ -	$ -
1.3	826888-L21	Intel Xeon-Gold 6154 (3.0GHz/18-core/200W) FIO Processor Kit for HPE ProLiant DL380 Gen10	1	10	10		$ 2,766.95	$ 27,663.50
1.4	826888-B21	Intel Xeon-Gold 6154 (3.0GHz/18-core/200W) Processor Kit for HPE ProLiant DL380 Gen10	1	10	10		$ 1,906.53	$ 19,065.30
1.5	826888-B21 0D1	Factory Integrated	1	10	10		$ -	$ -
1.6	815098-B21	HPE 16GB (1x16GB) Single Rank x4 DDR4-2666 CAS-19-19-19 Registered Smart Memory Kit	8	10	80		$ 123.07	$ 9,845.60
1.7	815098-B21 0D1	Factory Integrated	8	10	80		$ -	$ -
1.8	868712-B21	HPE 480GB SATA 6G Mixed Use SFF (2.5in) SC 3yr Wty Digitally Signed Firmware SSD	2	10	20		$ 176.91	$ 3,523.80
1.9	868712-B21 0D1	Factory Integrated	2	10	20		$ -	$ -
1.10	826694-B21	HPE DL385 Gen10 x16/x16 Riser Kit	1	10	10		$ 45.73	$ 457.30
1.11	826694-B21 0D1	Factory Integrated	1	10	10		$ -	$ -
1.12	869029C	HPE NVIDIA Tesla T4 16GB Computational Accelerator	5	10	50		$ 1,529.64	$ 76,382.00
1.13	869029C 0D1	Factory Integrated	5	10	50		$ -	$ -
1.14	826700-B21	HPE DL385 Gen10 x16 Tertiary Riser Kit	1	10	10		$ 63.89	$ 638.90
1.15	826700-B21 0D1	Factory Integrated	1	10	10		$ -	$ -
1.16	871674-B21	HPE DL385 Gen10 Ser 1/2 x16/x16 FIO Riser Kit	1	10	10		$ 17.91	$ 179.10
1.17	861366-B21	HPE 960W Smart Storage Lithium-ion Battery with 145mm Cable Kit	1	10	10		$ 36.32	$ 363.20
1.18	861366-B21 0D1	Factory Integrated	1	10	10		$ -	$ -
1.19	804331-B21	HPE Smart Array P408i-a SR Gen10 (8 Internal Lanes/2GB Cache) 12G SAS Modular Controller	1	10	10		$ 139.94	$ 1,399.40
1.20	804331-B21 0D1	Factory Integrated	1	10	10		$ -	$ -
1.21	700751-B21	HPE FlexFabric 10Gb 2-port 534FLR-SFP+ Adapter	1	10	10		$ 135.46	$ 1,354.60
1.22	700751-B21 0D1	Factory Integrated	1	10	10		$ -	$ -
1.23	867810-B21	HPE DL385 Gen10 High Performance Temperature Fan Kit	1	10	10		$ 90.48	$ 904.80
1.24	867810-B21 0D1	Factory Integrated	1	10	10		$ -	$ -
1.25	830272-B21	HPE 1600W Flex Slot Platinum Hot Plug Low Halogen Power Supply Kit	2	10	20		$ 110.40	$ 2,208.00
1.26	830272-B21 0D1	Factory Integrated	2	10	20		$ -	$ -
1.27	865045-A	HPE iLO Advanced 1-server License with 3yr Support on iLO Licensed Features	1	10	10		$ 184.26	$ 1,842.60
1.28	865045-A 0D1	Factory Integrated	1	10	10		$ -	$ -
1.29	J9B81A	HPE OneView w/o iLO including 3yr 24x7 Support 1-server FIO LTU	1	10	10		$ 169.70	$ 1,697.00
1.30	733664-B21	HPE 2U Cable Management Arm for Easy Install Rail Kit	1	10	10		$ 15.06	$ 150.60
1.31	733664-B21 0D1	Factory Integrated	1	10	10		$ -	$ -
1.32	733660-B21	HPE 2U Small Form Factor Easy Install Rail Kit	1	10	10		$ 23.29	$ 232.90
1.33	733660-B21 0D1	Factory Integrated	1	10	10		$ -	$ -
1.34	826985-A	NVIDIA Quadro vDWS 1-Concurrent User 3yr Subscriptions LTU	30	10	300		$ 574.94	$ 172,482.00
1.35	P11064-DN1	Microsoft Windows Server 2019 (16-Core) Standard Additional License en/fr/es/ru 1pk	1	10	10		$ 698.56	$ 6,985.60
1.36	P11058-B21	Microsoft Windows Server 2019 (16-Core) Standard Reseller Option Kit English 1pk	1	10	10		$ 624.70	$ 6,247.00
1.37	H7J34A3	HPE 5Y Foundation Care NBD SVC	1	10	10		$ -	$ -
1.38	H7J33A3 8ZM	HPE iLO Advanced Non-Blade Support	1	10	10		$ 26.32	$ 263.20
1.39	H7J33A3 WAH	HPE DL38x Gen10 Support	1	10	10		$ 1,287.51	$ 12,875.10
1.40	H7J34A3 86R	HPE One-View-w/o-Its Support	1	10	10		$ 69.94	$ 699.40
2		**DL380 - PI and Water Field Screws**						**$ 144,664.28**
2.0	868703-B21	HPE ProLiant DL380 Gen10 HPE Configure-to-order Server	1	15	15		$ 687.92	$ 10,318.80
2.2	868703-B21 A8A	HPE DL380 Gen10 HPE CTO Server	1	15	15		$ -	$ -
2.3	P02497-L21	Intel Xeon-Gold 5217 (3.0GHz/8-core/115W) FIO Processor Kit for HPE ProLiant DL380 Gen10	1	15	15		$ 1,224.40	$ 18,366.00
2.4	P02497-B21	Intel Xeon-Gold 5217 (3.0GHz/8-core/115W) Processor Kit for HPE ProLiant DL380 Gen10	1	15	15		$ 1,189.34	$ 17,840.10
2.5	P02497-B21 0D1	Factory Integrated	1	15	15		$ -	$ -
2.6	P00922-B21	HPE 16GB (1x16GB) Dual Rank x8 DDR4-2933 CAS-21-21-21 Registered Smart Memory Kit	16	15	240		$ 114.76	$ 27,542.40
2.7	P00922-B21 0D1	Factory Integrated	16	15	240		$ -	$ -
2.8	826708-B21	HPE DL38X Gen10 Universal Media Bay Kit	1	15	15		$ 52.52	$ 787.80
2.9	826708-B21 0D1	Factory Integrated	1	15	15		$ -	$ -
2.10	765466-B21	HPE 2TB SAS 12G Midline 7.2K SFF (2.5in) SC 1yr Wty 512e HDD	3	15	45		$ 278.37	$ 12,526.65
2.11	765466-B21 0D1	Factory Integrated	3	15	45		$ -	$ -
2.12	804432-B21	HPE 480GB SATA 6G Mixed Use SFF (2.5in) SC 3yr Wty Multi Vendor SSD	3	15	45		$ 141.79	$ 6,380.55
2.13	804432-B21 0D1	Factory Integrated	3	15	45		$ -	$ -
2.14	726536-B21	HPE 9.5mm SATA DVD-ROM Optical Drive	1	15	15		$ 32.83	$ 492.45
2.15	726536-B21 0D1	Factory Integrated	1	15	15		$ -	$ -
2.16	861366-B21	HPE 960W Smart Storage Lithium-ion Battery with 145mm Cable Kit	1	15	15		$ 36.32	$ 574.80
2.17	861366-B21 0D1	Factory Integrated	1	15	15		$ -	$ -
2.18	804331-B21	HPE Smart Array P816i-a SR Gen10 (16 Internal Lanes/4GB Cache/SmartCache) 12G SAS Modular Controller	1	15	15		$ 139.94	$ 2,099.10
2.19	804331-B21 0D1	Factory Integrated	1	15	15		$ -	$ -
2.20	865408-B21	HPE 500W Flex Slot Platinum Hot Plug Low Halogen Power Supply Kit	2	15	30		$ 66.21	$ 1,986.30
2.21	865408-B21 0D1	Factory Integrated	2	15	30		$ -	$ -
2.22	AF556A	HPE C13 - Nema 5-15P 15A/C 110V 10Amp 1.83m Power Cord	2	15	30		$ 3.76	$ 112.80
2.23	AF556A 0D5	Factory Integrated	2	15	30		$ -	$ -
2.24	733664-B21	HPE 2U Cable Management Arm for Easy Install Rail Kit	1	15	15		$ 15.06	$ 225.90
2.25	733664-B21 0D1	Factory Integrated	1	15	15		$ -	$ -
2.26	733660-B21	HPE 2U Small Form Factor Easy Install Rail Kit	1	15	15		$ 23.29	$ 349.35
2.27	733660-B21 0D1	Factory Integrated	1	15	15		$ -	$ -
2.28	H7J34A	HPE OneView including 3yr 24x7 Support Physical 1-server LTU	1	15	15		$ 377.59	$ 5,663.85
2.29	P11058-B21	Microsoft Windows Server 2019 (16-Core) Standard Reseller Option Kit English 1Pk	2	15	30		$ 624.70	$ 18,741.00
2.30	H7J34A3	HPE 5Y Foundation Care NBD SVC	1	15	15		$ -	$ -
2.31	H7J33A3 8VN	HPE One View w/Its Support	1	15	15		$ 89.98	$ 1,343.70
2.32	H7J33A3 WAH	HPE DL38x Gen10 Support	1	15	15		$ 1,287.51	$ 19,312.65
3		**DL360 Server**						**$ 66,583.86**
3.1	868703-B21	HPE ProLiant DL360 Gen10 HPE Configure-to-order Server	1	10	10		$ 687.92	$ 6,879.20
3.2	868703-B21 A8A	HPE DL360 Gen10 HPE CTO Server	1	10	10		$ -	$ -
3.3	P01497-L21	HPE DL380 Gen10 Intel Xeon-Gold 5217 (3.0GHz/8-core/115W) FIO Processor Kit	1	10	10		$ 1,234.40	$ 12,344.00
3.4	P01497-B21	HPE DL380 Gen10 Intel Xeon-Gold 5217 (3.0GHz/8-core/115W) Processor Kit	1	10	10		$ 1,189.34	$ 11,893.40
3.5	P01497-B21 0D1	Factory Integrated	1	10	10		$ -	$ -
3.6	P00920-B21	HPE 16GB (1x16GB) Single Rank x4 DDR4-2933 CAS-21-21-21 Registered Smart Memory Kit	4	10	40		$ 104.72	$ 4,188.80
3.7	P00920-B21 0D1	Factory Integrated	4	10	40		$ -	$ -
3.8	826708-B21	HPE DL38X Gen10 Universal Media Bay Kit	1	10	10		$ 52.52	$ 525.20
3.9	826708-B21 0D1	Factory Integrated	1	10	10		$ -	$ -
3.10	870713-B21	HPE 300GB SAS 12G Enterprise 15K SFF (2.5in) SC 3yr Wty Digitally Signed Firmware HDD	3	10	30		$ 111.17	$ 3,335.10
3.11	870713-B21 0D1	Factory Integrated	3	10	30		$ -	$ -
3.12	726536-B21	HPE 9.5mm SATA DVD-ROM Optical Drive	1	10	10		$ 32.83	$ 328.30
3.13	726536-B21 0D1	Factory Integrated	1	10	10		$ -	$ -
3.14	861366-B21	HPE 960W Smart Storage Battery (up to 20 Devices) with 145mm Cable Kit	1	10	10		$ 36.32	$ 363.20
3.15	861366-B21 0D1	Factory Integrated	1	10	10		$ -	$ -
3.16	804331-B21	HPE Smart Array P408i-a SR Gen10 (8 Internal Lanes/2GB Cache) 12G SAS Modular Controller	1	10	10		$ 139.94	$ 1,399.40
3.17	804331-B21 0D1	Factory Integrated	1	10	10		$ -	$ -
3.18	538779-B21	HPE BIOS 5 Drive 1 FIO Setting	1	10	10		$ -	$ -
3.19	865408-B21	HPE 500W Flex Slot Platinum Hot Plug Low Halogen Power Supply Kit	2	10	20		$ 66.21	$ 1,324.20
3.20	865408-B21 0D1	Factory Integrated	2	10	20		$ -	$ -
3.21	AF556A	HPE C13 - Nema 5-15P 15A/C 110V 10Amp 1.83m Power Cord	2	10	20		$ 3.76	$ 75.20
3.22	AF556A 0D5	Factory Integrated	2	10	20		$ -	$ -
3.23	865045-A	HPE iLO Advanced 1-server License with 3yr Support on iLO Licensed Features	1	10	10		$ 184.26	$ 1,842.60
3.24	865045-A 0D1	Factory Integrated	1	10	10		$ -	$ -
3.25	J9B81A	HPE OneView w/o iLO including 3yr 24x7 Support 1-server FIO LTU	1	10	10		$ 169.70	$ 1,697.00
3.26	733664-B21	HPE 2U Cable Management Arm for Easy Install Rail Kit	1	10	10		$ 15.06	$ 150.60
3.27	733664-B21 0D1	Factory Integrated	1	10	10		$ -	$ -
3.28	733660-B21	HPE 2U Small Form Factor Easy Install Rail Kit	1	10	10		$ 23.29	$ 232.90
3.29	733660-B21 0D1	Factory Integrated	1	10	10		$ -	$ -
3.30	P11058-B21	Microsoft Windows Server 2019 (16-Core) Standard Reseller Option Kit English 1Pk	1	10	10		$ 624.70	$ 6,247.00
3.31	H7J34A3	HPE 5Y Foundation Care NBD SVC	1	10	10		$ -	$ -
3.32	H7J33A3 8ZM	HPE iLO Advanced Non-Blade - 3yr Support	1	10	10		$ 26.32	$ 263.20
3.33	H7J33A3 WAH	HPE DL38x Gen10 Support	1	10	10		$ 1,287.51	$ 12,875.10
3.34	H7J34A3 86R	HPE One-View-w/o-Its Support	1	10	10		$ 69.94	$ 699.40
4		**DL360 Server (Small FI Data Center Systems)**						**$ 64,215.14**
4.1	P19775-B21	HPE ProLiant DL360 Gen10 4214 2.2GHz 12-core 1P 16GB-R P408i-a NC 8SFF 500W PS Server	1	10	10		$ 1,622.44	$ 16,224.40
4.2	727924-B21	HPE Ethernet 10GB 2-port 562FLR-SFP+ Adapter	1	10	10		$ 181.85	$ 1,818.50
4.3	734811-B21	HPE 1U Cable Management Arm for Rail Kit	1	10	10		$ 11.29	$ 112.90
4.4	865408-B21	HPE 500W Flex Slot Platinum Hot Plug Low Halogen Power Supply Kit	1	10	10		$ 66.21	$ 662.10
4.5	H7J34A	HPE OneView including 3yr 24x7 Support Physical 1-server LTU	1	10	10		$ 377.59	$ 3,775.90
4.7	P00922-B21	HPE 16GB (1x16GB) Dual Rank x8 DDR4-2933 CAS-21-21-21 Registered Smart Memory Kit	3	10	30		$ 114.76	$ 3,442.80
4.8	862580-B21	Intel Xeon-Silver 4214 (2.2GHz/12-core/85W) Processor Kit for HPE ProLiant DL360 Gen10	1	10	10		$ 525.94	$ 5,259.40
4.9	P04156-B21	HPE 240GB SAT 6 SG Read Intensive SFF (2.5in) SC 3yr Wty Digitally Signed Firmware SSD	3	10	30		$ 85.45	$ 2,563.50
4.10	P11058-DN1	Microsoft Windows Server 2019 (16-Core) Standard Reseller Option Kit French 1Pk	1	10	10		$ 624.70	$ 6,247.00
4.11	P11065-DN1	Microsoft Windows Server 2019 (8-Core) Standard Additional License en/fr/es/ru 1Pk	2	10	20		$ 176.80	$ 3,536.00
4.12	868636-N	HPE 5 Year Foundation Care Next Business Day DL360 Gen10 Service	1	10	10		$ 1,036.46	$ 10,364.60
5		**HPE 3 Par Storage (Infrastructure R&R / Data Growth)**						**$ 559,007.18**
5.1	Q4E56A	HPE - storage controller - SAS 12Gbs	4	1	4		$ 525.25	$ 2,101.00
5.2	Q4E64A	HPE 3PAR - solid-state drive - 15.36 TB - SAS	24	1	24		$ 17,843.64	$ 428,247.36
5.3	H1AN3A3	HP 3Y 4 HR 24X7 PROACTIVE CARE SVC	1	1	1		$ -	$ -
5.4	H1BN3A3,P9V7C	HPE Proactive Care 24x7 Service - extended service	4	1	4		$ 13.93	$ 53.64
5.5	H1AN3A3,P9V7C	HPE Proactive Care 24x7 Service - extended service	24	1	24		$ 5,317.59	$ 127,622.16
5.6	H4A21AA3	HPE Installation & Startup Service - installation /configuration - 1 incid	1	1	1		$ -	$ -
5.7	H4A21AA3,P5L7V	HPE Installation & Startup Service - installation /configuration - on-site	2	1	2		$ 186.85	$ 373.70
5.8	H4A21AA3,P5L7C	HPE 3P ARY/3P 3PAR SDPTR - SOW FLD SVC	4	1	4		$ 169.83	$ 679.32
5.9	H1DK4A1	HPE Extended Replacement Service - extended servicegreement - 1 year - pr	24	1	24		$ -	$ -
6		**HPE 3 Par Storage (FVR Project)**						**$85,474.65**
6.1	Q4E64A	HPE 3PAR - solid-state drive - 15.36 TB - SAS	8	1	8		$ 17,843.64	$ 142,749.12
6.2	H1AN3A3	HP 3Y 4 HR 24X7 PROACTIVE CARE SVC	1	1	1		$ -	$ -
6.3	H1BN3A3,P9V7C	HPE Proactive Care 24x7 Service - extended service	8	1	8		$ 5,317.59	$ 42,540.72
6.4	H4A21AA3	HPE Installation & Startup Service - installation /configuration - 1 incid	1	1	1		$ -	$ -
6.5	H4A21AA3,P5L7V	HPE Installation & Startup Service - installation /configuration - on-site	1	1	1		$ 186.85	$ 186.85
6.6	H1DK4A1	HPE Extended Replacement Service - extended servicegreement - 1 year - pr	8	1	8		$ -	$ -
7		**HPE 3 Par Storage (ETL Project)**						**$85,474.65**
7.1	Q4E64A	HPE 3PAR - solid-state drive - 15.36 TB - SAS	8	1	8		$ 17,843.64	$ 142,749.12
7.2	H1AN3A3	HP 3Y 4 HR 24X7 PROACTIVE CARE SVC	1	1	1		$ -	$ -
7.3	H1BN3A3,P9V7C	HPE Proactive Care 24x7 Service - extended service	8	1	8		$ 5,317.59	$ 42,540.72
7.4	H4A21AA3	HPE Installation & Startup Service - installation /configuration - 1 incid	1	1	1		$ -	$ -
7.5	H4A21AA3,P5L7V	HPE Installation & Startup Service - installation /configuration - on-site	1	1	1		$ 186.85	$ 186.85
7.6	H1DK4A1	HPE Extended Replacement Service - extended servicegreement - 1 year - pr	8	1	8		$ -	$ -
8		**HPE SimpliVity HPC DL380 (Tentative Splunk Project Environment)**						**$ 438,035.26**
8.1	Q4E68A	HPE SimpliVity 380 Gen10 Node	1	6	6		$ 1,521.85	$ 9,143.10
8.2	Q4E68A 0D1	HPE SimpliVity 380 Gen10 VMware Solution	1	6	6		$ 0.34	$ 2.04
8.3	826888-L21	HPE DL380 Gen10 Intel Xeon-Gold6154 (3.0GHz/18-core/200W) FIO Processor Kit	1	6	6		$ 3,065.15	$ 18,390.90
8.4	826888-B21	HPE DL380 Gen10 Intel Xeon-Gold6154 (3.0GHz/18-core/200W) Processor Kit	1	6	6		$ 3,065.15	$ 18,390.90
8.5	826888-B21 0D1	Factory Integrated	1	6	6		$ -	$ -
8.6	Q4E6CA	HPE SimpliVity 544G 12 DIMM FIO Kit	2	6	12		$ 2,052.08	$ 24,624.96
8.7	Q4V48TA	HPE SimpliVity 380 for 8000 Series Medium Storage Kit	1	6	6		$ 9,379.53	$ 56,274.72
8.8	870548-B21	HPE DL Gen10 4SATA/8 SAS Riser Kit	1	6	6		$ 80.28	$ 481.68
8.9	870548-B21 0D1	Factory Integrated	1	6	6		$ -	$ -
8.10	861366-B21	HPE 960W Smart Storage Battery (up to 20 Devices) with 145mm Cable Kit	1	6	6		$ 53.34	$ 320.04
8.11	861366-B21 0D1	Factory Integrated	1	6	6		$ -	$ -
8.12	804331-B21	HPE Smart Array P816i-a SR Gen10 (16 Internal Lanes/4GB Cache/SmartCache) 12G SAS Modular Controller	1	6	6		$ 338.25	$ 2,029.50
8.13	804331-B21 0D1	Factory Integrated	1	6	6		$ -	$ -
8.14	700751-B21	HPE FlexFabric 10Gb 2-port 534FLR/BPS+ Adapter	1	6	6		$ 322.73	$ 1,936.38
8.15	700751-B21 0D1	Factory Integrated	1	6	6		$ -	$ -
8.16	811546-B21	HPE Ethernet 1Gb 4-port 366T Adapter	3	6	18		$ 266.86	$ 4,839.48
8.17	811546-B21 0D1	Factory Integrated	3	6	18		$ -	$ -
8.18	830272-B21	HPE 1600W Flex Slot Platinum Hot Plug Low Halogen Power Supply Kit	2	6	12		$ 258.08	$ 3,096.96
8.19	830272-B21 0D1	Factory Integrated	2	6	12		$ -	$ -
8.20	865045-A	HPE iLO Advanced 1-server License with 3yr Support on iLO Licensed Features	1	6	6		$ 252.69	$ 1,516.14
8.21	865045-A 0D1	Factory Integrated	1	6	6		$ -	$ -
8.22	Q8A62A	HPE OneRack/it 0.14x 2P Medium SW	1	6	6		$ 18,140.35	$ 108,842.10
8.23	733664-B21	HPE 2U Cable Management Arm for Easy Install Rail Kit	1	6	6		$ 35.83	$ 215.10
8.24	733664-B21 0D1	Factory Integrated	1	6	6		$ -	$ -
8.25	867809-B21	HPE Gen10 1U Bezel Kit	1	6	6		$ 42.92	$ 255.30
8.26	867809-B21 0D1	Factory Integrated	1	6	6		$ -	$ -
8.27	826703-B21	HPE DL380 Gen10 SFF Systems Insight Display Kit	1	6	6		$ 91.06	$ 546.36
8.28	826703-B21 0D1	Factory Integrated	1	6	6		$ -	$ -
8.29	733660-B21	HPE 2U Small Form Factor Easy Install Rail Kit	1	6	6		$ 53.80	$ 323.28
8.30	733660-B21 0D1	Factory Integrated	1	6	6		$ -	$ -
8.31	Q2P20AAE	HPE Smart Array SR Secure Encryption (Data at Rest Encryption)per Server Enrichment(1-8 LTU	1	6	6		$ 134.80	$ 808.14
8.32	H1AN3A3	HPE 5Y Proactive Care 24x7 SVC	1	6	6		$ -	$ -
8.33	H1AN3A3 8ZM	HPE iLO Advanced Non-Blade - 3yr Support	1	6	6		$ 50.82	$ 303.72
8.34	H1AN3A3 2VK	HPE SVT 380 Gen10 Node (1 Node) Support	1	6	6		$ 2,715.05	$ 16,290.30
8.35	H1AN3A3 2AK	HPE OneraRack 0.14x 2P Medium Support	1	6	6		$ 20,227.80	$ 121,367.68
8.36	H4A11AA3	HPE Installation and Startup Service	1	6	6		$ -	$ -
8.37	H4A11AA3 SLT	HPE SimpliVity 380 HW Startup SVC	1	6	6		$ 807.84	$ 4,845.96
8.38	Q4H1C	HPE FlexNetwork X240 10G SFP+ to SFP+ 5m Direct Attach Copper Cable	2	6	12		$ 112.77	$ 1,353.24
8.39	H4A11AA3	HPE Technical Installation Startup SVC	1	6	6		$ -	$ -
8.40	H4A11AA3 SLE	HPE SVT 380 for VMware Remote SW St SVC	1	6	6		$ 1,163.78	$ 6,982.68
8.41	H1JB4A3	HPE Service Credit	1	6	6		$ -	$ -
8.42	H6J04A3	HPE 1Y TS Support Credits 10 Per Yr ISC	1	6	6		$ -	$ -
8.43	H6J04A3 WTK	HPE 1Y Service Credits Qty 10 ISC	1	6	6		$ 1,976.42	$ 11,858.52
8.44	H7J85A3	HPE 5 reg Credits Servers/Hr/mdRT ISC	1	6	18		$ 655.16	$ 11,792.88
		All other HP Equipment not specifically identified (please provide % discount)						
5.1		**DL Server Discount %**				47		
5.2		Hardware Discount %						
5.3		Software Discount %						
5.4		Support/Warranty Discount %						
5.5		**SnowOnor Discount %**				63		
5.6		Hardware Discount %						
5.7		Software Discount %						
5.8		Support/Warranty Discount %						
5.9		**3Par Discount %**				63		
5.10		Hardware Discount %						
5.11		Software Discount %						
5.12		Support/Warranty Discount %						
5.13		**General/Other Discount %**				47		
5.14		Hardware Discount %						
5.15		Software Discount %						
5.16		Support/Warranty Discount %						
							TOTAL ESTIMATED	**$ 1,986,548.96**

Approved by the JEA Awards Committee

Date: 07/23/2020 Item# 2

Formal Bid and Award System

Award #2 July 23, 2020

Type of Award Request: INVITATION TO NEGOTIATE /STANDARD
Request #: 6756
Requestor Name: Williams, Clint J. - Manager Technical Services
Requestor Phone: (904) 665-6028
Project Title: FY21 HP Equipment Purchases
Project Number: 8006028
Project Location: JEA
Funds: Capital
Award Estimate: $350,000.00

Scope of Work:

The purpose of this Invitation to Negotiate (the "ITN") is to evaluate and select a vendor(s) for FY21 HP Equipment Purchases which JEA estimates to purchase during a one (1) year term contract. This request is to leverage contract spend for a minimum of one year to get fixed pricing on high use items, a percentage discount on unexpected items, and reduce the number of small informal spot buys and transactions. The ITN includes identifiable estimated purchase of HP equipment including discounts on non-listed items to allow purchases of unexpected items at the same discount. The specific JEA standard HP laptop related equipment and servers, e.g. HP DL380 GPU, DL380 PI, DL380, and DL360 are common inventory items. The JEA standard documents are attached as backup.

IFB/RFP/State/City/GSA#: 056-20
Purchasing Agent: Garland, Brooke
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
CDW GOVERNMENT LLC	John Vrablik	johnvra@cdwg.com	75 Remittance DR STE 1515, Chicago, IL 60675-1515	(877) 466-6333	$402,568.02

Amount for entire term of Contract/PO: $402,568.02
Award Amount for remainder of this FY: $0
Length of Contract/PO Term: One (1) Year w/ One (1) – 1Yr. Renewal
Begin Date (mm/dd/yyyy): 10/01/2020
End Date (mm/dd/yyyy): 09/30/2021
Renewal Options: One (1) - 1Yr. Renewal
JSEB Requirement: N/A - Standard

BIDDERS:

Vendor Name	Original Amount	Original Rank	BAFO Amount	BAFO Rank
CDW GOVERNMENT LLC	$503,869.53	2	$402,568.02	1
PRESIDIO NETWORKED SOLUTIONS LLC	$502,904.86	1	$502,904.86	2
MALOR & COMPANY INC.	$741,865.92	3	N/A	N/A
ZONES INC.	$745,612.20	4	N/A	N/A
IMPERIUM DATA NETWORKS LLC	$755,014.05	5	N/A	N/A
AITA TECHNOLOGIES	$764,671.23	6	N/A	N/A

Background/Recommendations:

Advertised 05/26/2020. At Response opening on 06/09/2020, JEA received six (6) Responses and two (2) Respondents CDW and Presidio were shortlisted and invited to submit a Best and Final Offer (BAFO). Presidio submitted their BAFO bid after the deadline. As a result, their original bid was included in the tabulation. The Responses were evaluated based upon price only. JEA determined that the award to CDW provided the best value to JEA. A copy of the CDW Response Forms and Response Workbooks are attached as backup.

CDW is offering a 47-63% discount off list price on the HP equipment and first year support including any additional related HP equipment not specifically listed in the workbook. The pricing is comparable to previous recent pricing for smaller spot buys. JEA realized $100,336.84 sourcing savings during the BAFO compared to the lowest original response.

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: N/A
* Total sourcing savings: $100,336.84

056-20 - Request approval to award contracts to CDW in the not to exceed amount of $402,568.02, subject to the availability of lawfully appropriated funds.

Manager: Williams, Clint J. - Manager Technical Services
Director: Traylor, Kymberly A. - Dir Network & Telecommunication Services
Chief: Datz, Stephen H. - Interim Chief Information Officer

APPROVALS:

07/23/2020

Chairman, Awards Committee **Date**

Laura A Whitmer 7/23/20

Budget Representative **Date**

056-20 APPENDIX A – RESPONSE FORM BAFO
FY20 and FY21 HP Equipment Purchases

Company Name: CDW

Company's Address 120 S Riverside, Chicago IL 60606

Phone Number: 877-466-6333 FAX No: 312-705-9184 Email Address: johnvra@cdwg.com

BID SECURITY REQUIREMENTS
☒ None required
☐ Certified Check or Bond Five Percent (5%)

TERM OF CONTRACT
☒ One-Time Purchase
☐ Annual Requirements
☐ Other, Specify- Project Completion

SAMPLE REQUIREMENTS
☒ None required
☐ Samples required prior to Response Opening
☐ Samples may be required subsequent to Bid Opening

SECTION 255.05, FLORIDA STATUTES CONTRACT BOND
☒ None required
☐ Bond required 100% of Bid Award

QUANTITIES
☐ Quantities indicated are exacting
☒ Quantities indicated reflect the approximate quantities to be purchased Throughout the Contract period and are subject to fluctuation in accordance with actual requirements.

INSURANCE REQUIREMENTS
Insurance required

PAYMENT DISCOUNTS
☐ 1% 20, net 30
☐ 2% 10, net 30
☐ Other _____
X None Offered

Item No.	ENTER YOUR BID FOR THE FOLLOWING DESCRIBED ARTICLES OR SERVICES **FY20 and FY21 HP Equipment Purchases**	TOTAL BID PRICE
	TOTAL BID PRICE (Transfer from Appendix A - Response Workbook BAFO)	**$402,568.02**

X **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".**

RESPONDENT CERTIFICATION

By submitting this Response, the Respondent certifies that it has read and reviewed all of the documents pertaining to this Solicitation, that the person signing below is an authorized representative of the Respondent Company, that the Company is legally authorized to do business in the State of Florida, and that the Company maintains in active status an appropriate contractor's license for the work (if applicable). The Respondent also certifies that it complies with all sections (including but not limited to Conflict Of Interest and Ethics) of this Solicitation.

We have received addenda _____ through _____

John Vrablik
Handwritten Signature of Authorized Officer of Company or Agent

06/12/20
Date

John Vrablik, Executive Account Manager
Printed Name and Title

ITN #056-20 FY20 and FY21 HP Equipment Purchases
Appendix A - Response Workbook BAFO

Bidder shall submit pricing that includes inside shipping to: JEA: 21 West Church Street, Jacksonville, FL 32202 for all items seen below to: garljb@jea.com. Pricing submitted below shall include any other associated costs. No additional fees shall apply.			CDW					
Item Number	**Part Number**	**Item Description**	**Quantity per Set**	**Set Quantity**	**Total Quantity**	**Discount% of HP Retail/List Price**	**Unit Price**	**SubTotal**
1		**DL380 - GPU Version**						**$ 217,860.06**
1.1	868703-B21	HPE ProLiant DL380 Gen10 8SFF Configure-to-order Server	1	6	6		$ 687.92	$ 4,127.52
1.2	868703-B21 ABA	HPE DL380 Gen10 8SFF CTO Server	1	6	6		$ -	$ -
1.3	826888-L21	Intel Xeon-Gold 6154 (3.0GHz/18-core/200W) FIO Processor Kit for HPE ProLiant DL380 Gen10	1	6	6		$ 2,766.35	$ 16,598.10
1.4	826888-B21	Intel Xeon-Gold 6154 (3.0GHz/18-core/200W) Processor Kit for HPE ProLiant DL380 Gen10	1	6	6		$ 2,806.53	$ 16,839.18
1.5	826888-B21 0D1	Factory Integrated	1	6	6		$ -	$ -
1.6	815098-B21	HPE 16GB (1x16GB) Single Rank x4 DDR4-2666 CAS-19-19-19 Registered Smart Memory Kit	8	6	48		$ 121.07	$ 5,811.36
1.7	815098-B21 0D1	Factory Integrated	8	6	48		$ -	$ -
1.8	P09712-B21	HPE 480GB SATA 6G Mixed Use SFF (2.5in) SC 3yr Wty Digitally Signed Firmware SSD	2	6	12		$ 176.19	$ 2,114.28
1.9	P09712-B21 0D1	Factory Integrated	2	6	12		$ -	$ -
1.10	826694-B21	HPE DL38X Gen10 x16/x16 Riser Kit	1	6	6		$ 45.73	$ 274.38
1.11	826694-B21 0D1	Factory Integrated	1	6	6		$ -	$ -
1.12	R0W29C	HPE NVIDIA Tesla T4 16GB Computational Accelerator	5	6	30		$ 1,525.64	$ 45,769.20
1.13	R0W29C 0D1	Factory Integrated	5	6	30		$ -	$ -
1.14	826700-B21	HPE DL38X Gen10 x16 Tertiary Riser Kit	1	6	6		$ 63.89	$ 383.34
1.15	826700-B21 0D1	Factory Integrated	1	6	6		$ -	$ -
1.16	871674-B21	HPE DL38X Gen10 Slot 1/2 x16/x16 FIO Riser Kit	1	6	6		$ 17.91	$ 107.46
1.17	P01366-B21	HPE 96W Smart Storage Lithium-ion Battery with 145mm Cable Kit	1	6	6		$ 38.32	$ 229.92
1.18	P01366-B21 0D1	Factory Integrated	1	6	6		$ -	$ -
1.19	804331-B21	HPE Smart Array P408i-a SR Gen10 (8 Internal Lanes/2GB Cache) 12G SAS Modular Controller	1	6	6		$ 139.94	$ 839.64
1.20	804331-B21 0D1	Factory Integrated	1	6	6		$ -	$ -
1.21	700751-B21	HPE FlexFabric 10Gb 2-port 534FLR-SFP+ Adapter	1	6	6		$ 135.46	$ 812.76
1.22	700751-B21 0D1	Factory Integrated	1	6	6		$ -	$ -
1.23	867810-B21	HPE DL38X Gen10 High Performance Temperature Fan Kit	1	6	6		$ 90.48	$ 542.88
1.24	867810-B21 0D1	Factory Integrated	1	6	6		$ -	$ -
1.25	830272-B21	HPE 1600W Flex Slot Platinum Hot Plug Low Halogen Power Supply Kit	2	6	12		$ 110.40	$ 1,324.80
1.26	830272-B21 0D1	Factory Integrated	2	6	12		$ -	$ -
1.27	BD505A	HPE iLO Advanced 1-server License with 3yr Support on iLO Licensed Features	1	6	6		$ 184.26	$ 1,105.56
1.28	BD505A 0D1	Factory Integrated	1	6	6		$ -	$ -
1.29	P8B31A	HPE OneView w/o iLO including 3yr 24x7 Support 1-server FIO LTU	1	6	6		$ 169.70	$ 1,018.20
1.30	733664-B21	HPE 2U Cable Management Arm for Easy Install Rail Kit	1	6	6		$ 15.06	$ 90.36
1.31	733664-B21 0D1	Factory Integrated	1	6	6		$ -	$ -
1.32	733660-B21	HPE 2U Small Form Factor Easy Install Rail Kit	1	6	6		$ 23.29	$ 139.74
1.33	733660-B21 0D1	Factory Integrated	1	6	6		$ -	$ -
1.34	Q2D85A	NVIDIA Quadro vDWS 1 Concurrent User 3yr Subscription LTU	30	6	180		$ 574.94	$ 103,489.20
1.35	P11064-DN1	Microsoft Windows Server 2019 (16-Core) Standard Additional License en/fr/es/xc SW	1	6	6		$ 698.56	$ 4,191.36
1.36	P11058-B21	Microsoft Windows Server 2019 (16-Core) Standard Reseller Option Kit English SW	1	6	6		$ 624.70	$ 3,748.20
1.37	H7J32A5	HPE 5Y Foundation Care NBD SVC	1	6	6		$ -	$ -
1.38	H7J32A5 R2M	HPE iLO Advanced Non Blade Support	1	6	6		$ 26.32	$ 157.92
1.39	H7J32A5 WAH	HPE DL38x Gen10 Support	1	6	6		$ 1,287.51	$ 7,725.06
1.40	H7J32A5 SVP	HPE One View w/o Ilo Support	1	6	6		$ 69.94	$ 419.64

2		**DL380 - PI Server**						**$ 52,357.20**
2.1	868703-B21	HPE ProLiant DL380 Gen10 8SFF Configure-to-order Server	1	6	6		$ 687.92	$ 4,127.52
2.2	868703-B21 ABA	HPE DL380 Gen10 8SFF CTO Server	1	6	6		$ -	$ -
2.3	P02497-L21	Intel Xeon-Gold 5217 (3.0GHz/8-core/115W) FIO Processor Kit for HPE ProLiant DL380 Gen10	1	6	6		$ 1,224.40	$ 7,346.40
2.4	P02497-B21	Intel Xeon-Gold 5217 (3.0GHz/8-core/115W) Processor Kit for HPE ProLiant DL380 Gen10	1	6	6		$ 1,189.34	$ 7,136.04
2.5	P02497-B21 0D1	Factory Integrated	1	6	6		$ -	$ -
2.6	P00922-B21	HPE 16GB (1x16GB) Dual Rank x8 DDR4-2933 CAS-21-21-21 Registered Smart Memory Kit	8	6	48		$ 114.76	$ 5,508.48
2.7	P00922-B21 0D1	Factory Integrated	8	6	48		$ -	$ -
2.8	826708-B21	HPE DL38X Gen10 Universal Media Bay Kit	1	6	6		$ 52.52	$ 315.12
2.9	826708-B21 0D1	Factory Integrated	1	6	6		$ -	$ -
2.10	765466-B21	HPE 2TB SAS 12G Midline 7.2K SFF (2.5in) SC 1yr Wty 512e HDD	3	6	18		$ 278.37	$ 5,010.66
2.11	765466-B21 0D1	Factory Integrated	3	6	18		$ -	$ -
2.12	P18432-B21	HPE 480GB SATA 6G Mixed Use SFF (2.5in) SC 3yr Wty Multi Vendor SSD	3	6	18		$ 141.79	$ 2,552.22
2.13	P18432-B21 0D1	Factory Integrated	3	6	18		$ -	$ -
2.14	726536-B21	HPE 9.5mm SATA DVD-ROM Optical Drive	1	6	6		$ 32.83	$ 196.98
2.15	726536-B21 0D1	Factory Integrated	1	6	6		$ -	$ -
2.16	P01366-B21	HPE 96W Smart Storage Lithium-ion Battery with 145mm Cable Kit	1	6	6		$ 38.32	$ 229.92
2.17	P01366-B21 0D1	Factory Integrated	1	6	6		$ -	$ -
2.18	804331-B21	HPE Smart Array P408i-a SR Gen10 (8 Internal Lanes/2GB Cache) 12G SAS Modular Controller	1	6	6		$ 139.94	$ 839.64
2.19	804331-B21 0D1	Factory Integrated	1	6	6		$ -	$ -
2.20	865408-B21	HPE 500W Flex Slot Platinum Hot Plug Low Halogen Power Supply Kit	2	6	12		$ 66.21	$ 794.52
2.21	865408-B21 0D1	Factory Integrated	2	6	12		$ -	$ -
2.22	AF556A	HPE C13 - Nema 5-15P US/CA 110V 10Amp 1.83m Power Cord	2	6	12		$ 3.76	$ 45.12
2.23	AF556A 0D1	Factory Integrated	2	6	12		$ -	$ -
2.24	733664-B21	HPE 2U Cable Management Arm for Easy Install Rail Kit	1	6	6		$ 15.06	$ 90.36
2.25	733664-B21 0D1	Factory Integrated	1	6	6		$ -	$ -
2.26	733660-B21	HPE 2U Small Form Factor Easy Install Rail Kit	1	6	6		$ 23.29	$ 139.74
2.27	733660-B21 0D1	Factory Integrated	1	6	6		$ -	$ -
2.28	E5Y34A	HPE OneView including 3yr 24x7 Support Physical 1-server LTU	1	6	6		$ 377.59	$ 2,265.54
2.29	P11058-B21	Microsoft Windows Server 2019 (16-Core) Standard Reseller Option Kit English SW	2	6	12		$ 624.70	$ 7,496.40
2.30	H7J32A5	HPE 5Y Foundation Care NBD SVC	1	6	6		$ -	$ -
2.31	H7J32A5 SVN	HPE One View w/Ilo Support	1	6	6		$ 89.58	$ 537.48
2.32	H7J32A5 WAH	HPE DL38x Gen10 Support	1	6	6		$ 1,287.51	$ 7,725.06
3		**DL380 Server**						**$ 99,875.70**
3.1	868703-B21	HPE ProLiant DL380 Gen10 8SFF Configure-to-order Server	1	15	15		$ 687.92	$ 10,318.80
3.2	868703-B21 ABA	HPE DL380 Gen10 8SFF CTO Server	1	15	15		$ -	$ -
3.3	P02497-L21	HPE DL380 Gen10 Intel Xeon-Gold 5217 (3.0GHz/8-core/115W) FIO Processor Kit	1	15	15		$ 1,224.40	$ 18,366.00
3.4	P02497-B21	HPE DL380 Gen10 Intel Xeon-Gold 5217 (3.0GHz/8-core/115W) Processor Kit	1	15	15		$ 1,189.34	$ 17,840.10
3.5	P02497-B21 0D1	Factory Integrated	1	15	15		$ -	$ -
3.6	P00920-B21	HPE 16GB (1x16GB) Single Rank x4 DDR4-2933 CAS-21-21-21 Registered Smart Memory Kit	4	15	60		$ 104.72	$ 6,283.20
3.7	P00920-B21 0D1	Factory Integrated	4	15	60		$ -	$ -
3.8	826708-B21	HPE DL38X Gen10 Universal Media Bay Kit	1	15	15		$ 52.52	$ 787.80
3.9	826708-B21 0D1	Factory Integrated	1	15	15		$ -	$ -
3.10	870753-B21	HPE 300GB SAS 12G Enterprise 15K SFF (2.5in) SC 3yr Wty Digitally Signed Firmware HDD	3	15	45		$ 111.17	$ 5,002.65
3.11	870753-B21 0D1	Factory Integrated	3	15	45		$ -	$ -
3.12	726536-B21	HPE 9.5mm SATA DVD-ROM Optical Drive	1	15	15		$ 32.83	$ 492.45
3.13	726536-B21 0D1	Factory Integrated	1	15	15		$ -	$ -
3.14	P01366-B21	HPE 96W Smart Storage Battery (up to 20 Devices) with 145mm Cable Kit	1	15	15		$ 38.32	$ 574.80

3.15	P01366-B21 0D1	Factory Integrated	1	15	15		$ -	$ -
3.16	804331-B21	HPE Smart Array P408i-a SR Gen10 (8 Internal Lanes/2GB Cache) 12G SAS Modular Controller	1	15	15		$ 139.94	$ 2,099.10
3.17	804331-B21 0D1	Factory Integrated	1	15	15		$ -	$ -
3.18	339779-B21	HPE RAID 5 Drive 1 FIO Setting	1	15	15		$ -	$ -
3.19	865408-B21	HPE 500W Flex Slot Platinum Hot Plug Low Halogen Power Supply Kit	2	15	30		$ 66.21	$ 1,986.30
3.20	865408-B21 0D1	Factory Integrated	2	15	30		$ -	$ -
3.21	AF556A	HPE C13 - Nema 5-15P US/CA 110V 10Amp 1.83m Power Cord	2	15	30		$ 3.76	$ 112.80
3.22	AF556A 0D1	Factory Integrated	2	15	30		$ -	$ -
3.23	BD505A	HPE iLO Advanced 1-server License with 3yr Support on iLO Licensed Features	1	15	15		$ 184.26	$ 2,763.90
3.24	BD505A 0D1	Factory Integrated	1	15	15		$ -	$ -
3.25	P8B31A	HPE OneView w/o iLO including 3yr 24x7 Support 1-server FIO LTU	1	15	15		$ 169.70	$ 2,545.50
3.26	733664-B21	HPE 2U Cable Management Arm for Easy Install Rail Kit	1	15	15		$ 15.06	$ 225.90
3.27	733664-B21 0D1	Factory Integrated	1	15	15		$ -	$ -
3.28	733660-B21	HPE 2U Small Form Factor Easy Install Rail Kit	1	15	15		$ 23.29	$ 349.35
3.29	733660-B21 0D1	Factory Integrated	1	15	15		$ -	$ -
3.30	P11058-B21	Microsoft Windows Server 2019 (16-Core) Standard Reseller Option Kit English SW	1	15	15		$ 624.70	$ 9,370.50
3.31	H7J32A5	HPE 5Y Foundation Care NBD SVC	1	15	15		$ -	$ -
3.32	H7J32A5 R2M	HPE iLO Advanced Non Blade - 3yr Support	1	15	15		$ 26.32	$ 394.80
3.33	H7J32A5 WAH	HPE DL38x Gen10 Support	1	15	15		$ 1,287.51	$ 19,312.65
3.34	H7J32A5 SVP	HPE One View w/o Ilo Support	1	15	15		$ 69.94	$ 1,049.10
4		**DL360 Server**						**$ 32,475.06**
4.1	P19775-B21	HPE ProLiant DL360 Gen10 4214 2.2GHz 12-core 1P 16GB-R P408i-a NC 8SFF 500W PS Server	1	6	6		$ 1,622.44	$ 9,734.64
4.2	727054-B21	HPE Ethernet 10Gb 2-port 562FLR-SFP+ Adapter	1	6	6		$ 181.85	$ 1,091.10
4.3	734811-B21	HPE 1U Cable Management Arm for Rail Kit	1	6	6		$ 11.09	$ 66.54
4.4	865408-B21	HPE 500W Flex Slot Platinum Hot Plug Low Halogen Power Supply Kit	1	6	6		$ 66.21	$ 397.26
4.6	E5Y34A	HPE OneView including 3yr 24x7 Support Physical 1-server LTU	1	6	6		$ 377.59	$ 2,265.54
4.7	P00922-B21	HPE 16GB (1x16GB) Dual Rank x8 DDR4-2933 CAS-21-21-21 Registered Smart Memory Kit	3	6	18		$ 114.76	$ 2,065.68
4.8	P02580-B21	Intel Xeon-Silver 4214 (2.2GHz/12-core/85W) Processor Kit for HPE ProLiant DL360 Gen10	1	6	6		$ 525.94	$ 3,155.64
4.9	P04556-B21	HPE 240GB SATA 6G Read Intensive SFF (2.5in) SC 3yr Wty Digitally Signed Firmware SSD	3	6	18		$ 89.45	$ 1,610.10
4.10	P11058-051	Microsoft Windows Server 2019 (16-Core) Standard Reseller Option Kit French SW	1	6	6		$ 624.70	$ 3,748.20
4.11	P11065-DN1	Microsoft Windows Server 2019 (4-Core) Standard Additional License en/fr/es/xc SW	2	6	12		$ 176.80	$ 2,121.60
4.12	H8QK7E	HPE 5 Year Foundation Care Next Business Day DL360 Gen10 Service	1	6	6		$ 1,036.46	$ 6,218.76
5		**All other HP Equipment not specifically identified (please provide % discount)**						
5.1		**DL Server Discount %**				47		
5.2		Hardware Discount %						
5.3		Software Discount %						
5.4		Support/Warranty Discount %						
5.5		**StoreOnce Discount %**				63		
5.6		Hardware Discount %						
5.7		Software Discount %						
5.8		Support/Warranty Discount %						
5.9		**3Par Discount %**				63		
5.10		Hardware Discount %						
5.11		Software Discount %						
5.12		Support/Warranty Discount %						
5.13		**General/Other Discount %**				47		
5.14		Hardware Discount %						
5.15		Software Discount %						

5.16		Support/Warranty Discount %				
					TOTAL BID PRICE (Please transfer this amount to page one (1) of Appendix A - Response Form BAFO)	**$ 402,568.02**

Certification of Standard, Proprietary or Original Equipment Manufacturer Item

For Purchase Requisition No. ITN056-20

3-112 Procurement of Standard, Proprietary and Original Equipment Manufacturer Items.

A contract may be awarded for Supplies or Services with limited or no competition when the Supplies or Services:

(a) have been selected as a JEA standard in the course of a standards program or through the action of a standards committee (standard); or

(b) must be a certain type, brand, make or manufacture (proprietary); or

(c) must be obtained from the original equipment manufacturer , manufacturer's representative or a distributor authorized by the original equipment manufacturer because of the criticality of the item or compatibility within the JEA system (original equipment manufacturer).

Category

The procurement item is (check the appropriate description):

__X__ Standard _____ Proprietary _____ Original Equipment Manufacturer

Certification

I the undersigned certify that the specific supplies, services or construction described in the above referenced purchase requisition are the only such supplies, services or construction that will fulfill the intended need for the following reasons:

HPE 3PAR for data storage arrays, HPE StoreOnce for data backup storage, HPE DL/BL series physical rack servers and HPE Simplivity for hyper-converged systems are the JEA standard for these types of infrastructure.

/s/ *Clint J Williams* 6/29/2020

Signature of appointed employee initiating the purchase request Date

This Certification shall be attached the purchase requisition when routed for approval. Approval of the purchase requisition shall constitute affirmation of this Certification.

Approved by the JEA Awards Committee

Date: 08/12/2021 Item# 6

Formal Bid and Award System

Award #6 August 12, 2021

Type of Award Request: CHANGE ORDER
Requestor Name: Reynolds, Anthony R. - Strategic Segment Manager
Requestor Phone: (904) 772-5796
Project Title: On-Road Residential Electrification Program and Strategy
Project Number: HE10000 ($23,386), 8007101Original Budget
Project Location: JEA
Funds: O&M
Budget Estimate: $300,000.00
Scope of Work:

JEA's electrification efforts have the primary purpose of increasing JEA's net revenue. JEA seeks to implement a residential electric vehicle program that yields a positive return on investment to the utility. This award authorizes a turnkey residential electric vehicle off - peak charging program that is consistent with JEA customer service standards. The budget for this award includes any customer rebates.

JEA IFB/RFP/State/City/GSA#: 1410196646
Purchasing Agent: Dambrose, Nick
Is this a Ratification?: No

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
SAGEWELL, INC.	Gary Smith	Gary.smith@sagewell.com	1000 Massachusetts Ave, #59 Cambridge, MA 02138	(617) 963-8141	$23,386.00

Amount of the Original Award: $298,429.00
Date of the Original Award: 05/01/2021
Change Order Amount: $23,386.00
Length of Contract: One (1) Year w/Two (2) - One (1) Yr. Renewals
New Not to Exceed Amount: $321,811.00
End Date (mm/dd/yyyy): 04/30/2022
JSEB Requirement: None. No JSEBs Available

Background/Recommendations:

Advertised RFP on 12/11/2020. Ten (10) prime companies attended the optional pre-Response meeting held on 12/18/2020. At Response opening on 01/15/2021, JEA received ten (10) Responses. In addition to price, the supplier Responses were also evaluated on Past Performance, Professional Staff Experience, Design Approach and Workplan, and Revenue Potential. An informal contract was awarded to Sagewell. A copy of Sagewell's pricing and bid results are attached as backup.

This request is for $23,386.00 in additional funds for additional incentives to customers enrolled in the charging rebate to be launched before fiscal year end. The C2M migration enables rebates to be processed. However, with the rescheduling of C2M completion to next fiscal year, JEA requests the change order amount to complete the processing of customer rebates. JEA will decide if the rebate processing will be contained in this scope of work upon contract renewal. The charging rebate is offered to customers who agree to shift and maintain their EV charging activities exclusively to the hours of 10pm to 7am Monday through Friday. Customers may also charge at any time on Saturday and Sunday. This will reduce the impact of EV charging to system peak and help improve load factor. The original intent was to offer customers a bill credit, which seemed plausible when the RFP was issued and the contract signed. Due to delays with C2M we will not be able to offer bill credits to customers to pay the incentive and have requested Sagewell to perform this task.

Sagewell will send quarterly incentive payments via Paypal, Venmo, or paper checks for off-peak charging incentive. Customers who charge off-peak hours are allowed up to three on-peak charging sessions per month for emergencies. The incentive amount shall be $7 per month (for a total of up to $21.00 per quarter per customer) for customers that meet compliance criteria. Sagewell will charge $3.00 per incentive payment issued. Additionally, JEA has adjusted the predicted enrollment in the charging rebate, and predicted customer incentive amounts have also increased. Below is a breakdown of the new costs, and the total increase from the original contract. All other rates remain the same as the originally awarded rates. Additional funds will be reallocated from budget line item HE10000 to cover amount in excess of original budgeted amount.

	Customers		Monthly Incentive Amount*		Sagewell Processing Fee	
Program Month	**Bid**	**Change Order**	**Bid**	**Change Order**	**Bid**	**Change Order** *($3.00 per customer)*
1	75	450	$ -	$ 3,150.00		
2	175	504	$ 525.00	$ 3,528.00		
3	300	563	$ 1,225.00	$ 3,941.00	N/A	$1,689.00
4	450	628	$ 2,100.00	$ 4,396.00		
5	600	700	$ 3,150.00	$ 4,900.00		
6	750	779	$ 4,200.00	$ 5,453.00	N/A	$2,337.00
7	925	866	$ 5,250.00	$ 6,062.00		
8	1125	962	$ 6,475.00	$ 6,734.00		
9	1325	1067	$ 7,875.00	$ 7,469.00	N/A	$3,201.00
10	1325	1183	$ 9,275.00	$ 8,281.00		
11	1525	1310	$ 10,675.00	$ 9,170.00		
12	1525	1450	$ 10,675.00	$ 10,150.00	N/A	$4,350.00
Total Cost			$ 61,425.00	$ 73,234.00		$11,577.00
Subtotal Change Order Amount				**$ 11,809.00**		**$11,577.00**
					Total Change Order Amount	**$ 23,386.00**
					Original Contract Amount	$ 298,425.00
					New Not to Exceed Amount	**$ 321,811.00**

Request approval to award a change order to Sagewell, Inc. to issue incentives to customers enrolled in the charging rebate in the amount of $23,386.00, for a new not-to-exceed amount of $321,811.00, subject to the availability of lawfully appropriated funds.

Director: Nichols, Vicki D. - Dir Customer Solutions & Market Development

VP: Dutton, Laura M. - Chief Strategy Officer

APPROVALS:

08/12/2021

Chairman, Awards Committee **Date**

8/12/21

Budget Representative **Date**

On Road Electrification Program
141096646 Addendum 2 Appendix A - Response Workbook (Revised)

Section 1: The following table shall capture all fees to deliver On Road Electrification Program as specified in this Solicitation. No additional fees shall apply. Section 2 below shall detail the sofware license cost, setup / implementation fees, (any) recurring maintenance and support fees, and training fees included in this Section.

	Costs					JEA Revenue Potential				Service Level Agreement	
	Implementation Services					Proposed kWh					
Month & Year	$ General Administrative	%	$ Incentives	%	Total	% Off-Peak	% On-Peak	kWh	%	$ Implementation Services Cost at Risk	
Mar-21	$ 16,000.00	This cell will autopopulate.	$ -	This cell will autopopulate.	This cell will autopopulate.	95	5	0.00	10%	This cell will autopopulate.	
Apr-21	$ 16,000.00	97%	$525.00	3%	$ 16,525.00	95	5	22500.00	10%	1652.5	
May-21	$ 16,000.00	93%	$1,225.00	7%	$ 17,225.00	95	5	52500.00	10%	1722.5	
Jun-21	$ 16,000.00	88%	$2,100.00	12%	$ 18,100.00	95	5	90000.00	10%	1810	
Jul-21	$ 16,000.00	84%	$3,150.00	16%	$ 19,150.00	95	5	135000.00	10%	1915	
Aug-21	$ 16,000.00	79%	$4,200.00	21%	$ 20,200.00	95	5	180000.00	10%	2020	
			Total Cost (March 2021 - August 2021)		$ 91,200.00		Total kWh (March 2021 - August 2021)	480000.00	10%	$ 9,120.00	
Sep-21	$ 16,000.00	75%	$5,250.00	25%	$ 21,250.00	95	5	225000.00	10%	2125	
Oct-21	$ 16,000.00	71%	$6,475.00	29%	$ 22,475.00	95	5	277500.00	10%	2247.5	
Nov-21	$ 16,000.00	67%	$7,875.00	33%	$ 23,875.00	95	5	337500.00	10%	2387.5	
Dec-21	$ 16,000.00	63%	$9,275.00	37%	$ 25,275.00	95	5	397500.00	10%	2527.5	
Jan-22	$ 16,000.00	60%	$10,675.00	40%	$ 26,675.00	95	5	457500.00	10%	2667.5	
Feb-22	$ 16,000.00	60%	$10,675.00	40%	$ 26,675.00	95	5	457500.00	10%	2667.5	
			Total Cost (September 2021 - February 2022)		$ 146,225.00		Total kWh (March 2021 - August 2021)	2152500.00		$ 14,622.50	
TOTALS	FALSE				$ 237,425.00			2632500.00		$ 23,742.50	
				Section 1 TOTAL PRICE			TOTAL REVENUE POTENTIAL				
					$ 237,425.00		(Basis of Award)	300,105.00	NOTE: Sagewell multiplied the kWh caluclation by JEA's 11.4 cent residential rate		

Section 2: This Section shall detail the sofware license cost, setup / implementation fees, (any) recurring maintenance and support fees, and training fees included in Section 1 above.

Description of Services

2.1 Annual Software Licenses Cost
Bidder agrees to provide JEA a non-revocable right to install and use the various Applications on prescribed devices during the one (1) year term of agreement.

Item No	Description	Estimated Qty	Unit of Measure	Unit Price	Total One (1) Year Price
2.1.1	Software Licenses (Regular Business Users) - Cloud Based Solution (Annual	8	per one (1) year per license	$ -	$ -
2.1.2	Software Licenses (Power Users) - Cloud Based Solution (Annual Subscription Cost)	3	per one (1) year per license	$ -	$ -
2.1.3	***Total Annual Software License Cost***				**$ -**

Description of Services

2.2 Setup / Implementation Fees

2.2.1 Setup / Implementation -
Please reference Section 4 of Appendix A - Technical Specifications. Any travel expenses shall be included and shall be subject to Appendix A - JEA Travel Policy.

Item No	Description			
2.2.2	**Planning, Analysis, and Design**	**Not to Exceed (NTE) Hours**	**Hourly Rate**	**Total Price**
2.2.3	Project management / Non-Technical Team Professional Services	45.0	$ 200.00	$ 9,000.00
	Technical Team Professional Services			
2.2.4	Analysis	80.0	$ 200.00	$ 16,000.00
2.2.5	Configuration	0.0	$ 200.00	$ -
2.2.6	Development/Customization	30.0	$ 200.00	$ 6,000.00
2.2.7	Unit, Configuration and system	0.0	$ 200.00	$ -
2.2.8	Testing	0.0	$ 200.00	$ -
2.2.9			**Total Setup / Implementation - Planning, Analysis, and Design**	$ 31,000.00
Item No	**Description**			
2.2.10	**Construction and Testing**	**Not to Exceed (NTE) Hours**	**Hourly Rate**	**Total Price**
	Project management / Non-Technical Team Professional Services	0.0	$ 200.00	$ -
	Technical Team Professional Services			
2.2.11	Analysis	0.0	$ 200.00	$ -
2.2.12	Configuration	0.0	$ 200.00	$ -
2.2.13	Development/Customization	0.0	$ 200.00	$ -
2.2.14	Unit, Configuration and system	0.0	$ 200.00	$ -
2.2.15	Testing	0.0	$ 200.00	$ -
2.2.16			**Total Setup / Implementation - Construction and Testing**	$ -
Item No	**Description**			
2.2.17	**Startup and Turnover**	**Not to Exceed (NTE) Hours**	**Hourly Rate**	**Total Price**
2.2.18	Project management / Non-Technical Team Professional Services		$ 150.00	$ -
	Technical Team Professional Services			
2.2.19	Analysis		$ 150.00	$ -
2.2.20	Configuration	0.0	$ 150.00	$ -
2.2.21	Development/Customization	0.0	$ 150.00	$ -
2.2.22	Unit, Configuration and system	0.0	$ 150.00	$ -
2.2.23	Testing	0.0	$ 150.00	$ -
2.2.24			**Total Setup / Implementation - Construction and Testing**	$ -
2.2.25			***Total Setup / Implementation Fees***	**$ 31,000.00**

Description of Services

2.3 Recurring Annual Maintenance and Support
Costs shall shall include, but may not be limited to Maintenance and Support, must include technical support, customizations, and free software upgrades. JEA specifies the Recurring Annual Maintenance and Support to contain the service level agreement below:

Item No	Description	Estimated Qty	Unit of Measure	Unit Price	Total One (1) Year Price
2.3.1	Maintenance and Support - During the term of the Program, Bidder agrees to maintain its platform and systems to a commercially reasonable level, provide complimentary timely repair of material deficiencies, to provide limited unobtrusive updates and software revisions, and to support its platform and systems to a commercially reasonable level with customer service available from 9 a.m. to 5 a.m. eastern standard time during the term.	1	per one (1) year	30000	**30000**
	Service Level Agreement - Customer Service Maintenance and Support shall be subject to a service level agreement. The service level agreement shall contain the quality criteria and the at risk percentages contained in this Section. Service Level Agreement - Software Overall uptime of Respondent hosted administrative site shall not be less than 99% including agreed upon maintenance windows. Outages in excess of this service level shall pay a $100 / outage.	**Severity**	**Quality Criteria**	**Definition**	**of Monthly Maintenance and Support Fees at Risk**
		Critical	Average Response Time <= 1 Hour	Business outage or significant customer impact that threatens future	5%
		Urgent	Average Response Time <= 2 Hours	High-impact problem where production is proceeding, but in a significantly impaired fashion; there is a time-	2%
		Important	Average Response Time <= 4 Hours	Important issue that does not have significant	2%
		Monitor	Average Response Time <= 1 business day	Issue requiring no further action beyond monitoring for follow-up, if needed	1%
		Informational	Average Response Time <= 2 business days	Request for information only	1%
				Total $ of Monthly Maintenance and Support Fees at Risk	$ 250.00
2.3.2				***Total Recurring Annual Maintenance and Support***	**$ 30,000.00**
Item No	**Description**	**Estimated Qty**	**Unit of Measure**	**Unit Price**	**Total Price**
2.4	**Training** Training is to be completed for all identified personnel before launch. Onsite support at a minimal of 30 days after implementation/launch. Training deliverables to include: written material, CBTs, classroom training, robust Q&A, daily triage of performance	1	per lump sum	$ -	0
				TOTAL BID PRICE (Basis of Award)	**$ 298,425.00**

S.No	Question	Weightage	Scorer	Scores			
				ICF RESOURCES LLC (HOLLY.SMITH@ICF.COM)	CLEARESULT CONSULTING INC (michael.romeo@clearesult.com)	Sagewell (gary.smith@sagewell.com)	E-MOBILITY MARKET SERVICES, INC DBA ZAPPYRIDE (fachin@zappyride.com)
				Weighted Scores	Weighted Scores	Weighted Scores	Weighted Scores
Grand Total of Scores				**81.17**	**71.28**	**92.18**	**84.45**
Supplier Rank				**3**	**4**	**1**	**2**
1	**Quotation of Rates**	**30**		**30**	**18.6**	**29.7**	**29.7**
1.2	Respondent shall respond to this inquiry by completing and attaching Appendix B - Response Workbook	100		30	18.6	29.7	29.7
			Nicholas Dambrose	30	18.6	29.7	29.7
2	**Revenue Potential**	**15**		**6**	**9**	**12**	**15**
2.2	Respondent shall respond to this inquiry by completing and attaching Appendix B - Response Workbook	100		6	9	12	15
			William McKee	6	9	12	15
3	**Professional Staff Experience**	**5**		**3.93**	**3.12**	**4.22**	**2.95**
3.2	Please respond to this Section here.	100		3.93	3.12	4.22	2.95
			Donald Wucker	3.65	1.85	4	2.35
			Timothy Leigh	4.15	2.35	4.5	2.65
			William McKee	4	4.15	4.15	3.65
4	**n Qualifications - Past Performance / Company Ex**	**30**		**24.9**	**24.5**	**27**	**23.4**
4.7	References	100		24.9	24.5	27	23.4
			Donald Wucker	27	26.4	27	26.4
			Timothy Leigh	22.5	23.1	25.5	24.3
			William McKee	25.2	24	28.5	19.5
5	**Effective Approach and Work Plan to Meet the P**	**20**		**16.33**	**16.07**	**19.27**	**13.4**
5.3	Respondent shall respond to this inquiry by attaching a completed response in its own format.	100		16.33	16.07	19.27	13.4
			Donald Wucker	16	15.6	19.2	14
			Timothy Leigh	17	16.6	18.6	15.2
			William McKee	16	16	20	11
6	**Information Items**	**0**		**0**	**0**	**0**	**0**
7	**Mandatory Bidding Certifications**	**0**		**0**	**0**	**0**	**0**