

	<b>ORGANIZATIONAL POLICY &amp; PROCEDURE:</b>	JEA W/WW Cost Participation		
	<b>Corporate Policy Ref:</b>			
	<b>Version Effective Date:</b>	May 24 <sup>th</sup> , 2022	<b>Version:</b>	6

**POLICY OBJECTIVES:**

To ensure uniformity and consistency in the application of the JEA W/WW Cost Participation Policy where regional infrastructure is provided to JEA via a Cost Participation Agreement. To Invest in the community with consideration of existing customers and to establish a clear policy which will allow Developers to financially plan.

**ASSIGNMENT OF RESPONSIBILITY:**

The Director of Water Planning & Development shall have the responsibility to establish, maintain, disseminate, and make administrative modifications to the procedure.

**PROCEDURE**

**Definitions**

- 1.1 **Capital Costs** – Money expended for the purpose of installing utility infrastructure to provide capacity to a defined geographic area.
- 1.2 **Cost Participation Agreement** – A contract between JEA and a Developer detailing the financial participation by JEA with the Developer to pay for a portion of the cost for upsizing and /or extending the JEA utility system in agreement with the subject policy.
- 1.3 **Developer** – Any person or entity who improves a parcel of land which may include the extension of the utility system from the existing point of connection to the proposed improvement/s for the purpose of providing service to said development.
- 1.4 **Development** – Any parcel of land upon where improvements are being made that require utility infrastructure to serve said improvements as defined by the City of Jacksonville, St Johns County, Nassau County or Clay County planning departments, or any other appropriate local or federal entity having jurisdiction over said parcel of land.
- 1.5 **Equivalent Residential Connection (ERC)** – A unit of measure of flow in gallons per day or as defined by the rate tariff. Used to provide a consistent representation of flows from single-family residential, multi-family residential and commercial developments.
- 1.6 **Pipe Diameter** – refers to the pipes nominal inside diameter used for hydraulic capacity calculations
- 1.7 **Transmission mains** - Water mains all pipes 16” in diameter and greater, Sewer Gravity trunk mains 16” in diameter and greater, and Sewer force mains all pipes 12” and greater.
- 1.8 **Upsizing of Utility System** – To increase the size of the utility system above what is required for the development, as determined by JEA Water/Sewer System Planning.
- 1.9 **WSSP** – Water/Sewer System Planning

**Project Type**

**Developer Cost Participation Projects:**

Developers are required to survey, design, and permit all infrastructure related to the subject development and shall cover bidding and administrative cost related to the improvements. In the event that transmission mains are installed or JEA requires an increase in main size the developments may qualify for cost participation as described below.

- 2.1 Developments that require “Transmission” mains, JEA may cost participate in the construction cost as listed in table below. JEA shall review the need for the Transmission mains in association with the subject development for conformity with the JEA master plan with regard to size and location.

Water Mains		Sewer Mains		Gravity Mains	
Nominal Pipe Size (inches)	JEA Cost Participation	Nominal Pipe Size (inches)	JEA Cost Participation	Nominal Pipe Size (inches)	JEA Cost Participation
16	44%	12	31%		
20	64%	16	61%	16	61%
24	75%	20	75%	20	75%
30	84%	24	83%	24	83%

Cost participation shall be limited to “X” number of feet in length. Where “X” equals the number of ERC’s identified in the Developments Master plan times twelve (12).

- 2.2 Developments that require the upsizing of infrastructure. JEA may require the developer to design based on JEA’s master plan requirements and provide an estimated installation cost for JEA’s portion of the project. JEA may cost participate and pay the Developer directly the amount that covers JEA’s portion of the work provided the Developer pays the base value of the infrastructure required to meet the needs of the development. In this case, JEA’s cost will be based on the lowest alternate bid value and is less than JEA’s estimated cost. Developer to provide calculations for approval that support base bid sizing. Clearly depict base bid design without cost participation and bid the alternate design incorporating the upsized infrastructure improvements. Design information shall support base and alternate designs. Cost participation will be for material cost difference. Cost participation in installation cost is subject to an approved, clearly explained difference in construction installation costs. No other costs are included in the cost participation.

### General Application:

This procedure is established in order to provide the citizens within JEA's service area (in Jacksonville/Duval County, St. Johns County, Nassau County or Clay County) with infrastructure required for new residential and commercial developments. JEA has worked with developers to ensure that the water and sewer services are present according to the developers' schedule and JEA standards. This procedure applies to situations where JEA's master plan infrastructure installation is involved within the JEA five-year work plan, or in areas where deemed appropriate by JEA WSSP.

- 3.1 A JEA Cost Participation Agreement is utilized to implement a JEA Cost Participation Project.
- 3.2 In this procedure, a Project is defined as a design and installation of any combination of the following utility systems:
  - **Water Main Extensions:** projects where System Planning has identified the need for a water main extension of a regional capacity as defined in JEA's master plan or by JEA WSSP review of the developments master plan.
  - **Gravity Sewer Main Extensions:** projects where System Planning has identified the need for a gravity sewer main extension of a regional capacity as defined in JEA's master plan or by JEA WSSP review of the developments master plan.
  - **Sewer Force Main Installations:** projects where System Planning has identified the need for a sewer force main extension of a regional capacity as defined in JEA's master plan or by JEA WSSP review of the developments master plan.
  - **Pump Station/Lift Station Installations:** projects where upgrades are necessary to provide capacity in addition to the requirements of the development or by JEA WSSP review of the developments master plan.
- 3.3 A project may not be divided into more than one project for the purpose of evading the requirements of this procedure. Exceptions may be granted for phased construction of the entire project as determined by JEA WSSP.
- 3.4 Procurement requirements:
  - Projects shall be procured consistent with the requirements of Section 255.0525(2), Florida Statutes. The requirements set forth below reflect the statutory requirements as of the date of this Policy's adoption. In the event Section 255.0525(2) is amended, the requirements set forth below may be amended for consistency with statutory requirements without requiring Board authorization.
  - Developers shall be responsible for verifying the current procurement procedures at the time the project is performed.

## Process

The general process steps for JEA to enter into a Cost Participation Agreement project are as follows:

- 4.1 Developer initiates the project by requesting availability for service.
- 4.2 JEA System Planning Group will provide all necessary information including points of connection, system pressure, etc. to the Developer as defined in the JEA Design Guidelines
- 4.3 Developer shall schedule a development meeting to present the project scope details. The Developer's need for transmission sized mains for the development should be presented by the Developer's Engineer of Record. At this time, JEA will indicate the potential for cost participation.
- 4.4 Developer shall provide: Project scope and calculations – project scope shall include the details on project location, overall project master plan and specific utility phase (water, sewer, and reuse) plan.
- 4.5 JEA W/WW Planning and Development Team will communicate JEA's commitment to the Developer based upon the information submitted.
- 4.6 Developer's Engineer of Record designs the project and submits plans for review and approval. For developments requiring utility upsizing described in Section 2.0, calculations and alternative designs shall be included with the submitted plan set for review.
- 4.7 JEA W/WW Planning and Development Team reviews and approves water and sewer plans.
- 4.8 Developer shall provide: Developer's estimated cost for JEA's portion of the project and project schedule. Project schedule shall include the construction start and expected in-service dates.
- 4.9 JEA W/WW Planning and Development Team prepares a Cost Participation Agreement substantially in the same form as the attached Cost Participation Agreement template for the project.
- 4.10 JEA W/WW Planning and Development Team ensures that the project is properly funded and included in the current or future capital budget project list and adjusts cash flows as necessary.
- 4.11 Developer provides Draft Bid Documents and Draft Bid Notice for review and approval by JEA prior to bidding the project.
- 4.12 Developer provides Bid tabulation/ Schedule of values for the projects.
- 4.13 Developer provides evidence of advertisement prior to bid opening in compliance with all JEA procurement requirements, (currently, for which JEA's cost participation is estimated to cost more than \$200,000).
- 4.14 JEA W/WW Planning and Development Team finalizes a Cost Participation Agreement for the project.
- 4.15 JEA W/WW Planning and Development Team initiates the funding process for the Project. Executed Cost Participation Agreement.
- 4.16 Cost Participation Projects are reimbursed to the Developer at the 50% and 100% stages of completion, as stated in the cost Participation agreement attached. Developer's invoices for reimbursement should include supporting documentation including contractor's payment applications detailing the cost participation items included in the project schedule of values.
- 4.17 Track project data for future performance and reporting.

<b>APPROVED BY:</b>	Robert Zammataro, Director of Water System Planning & Development 2/10/2022
<b>ORIGINAL EFFECTIVE DATE:</b>	7/13/2003
<b>REVISED DATE(S):</b>	9/3/2004, 3/1/2006, 11/01/2011, 2/18/2014, 5/24/2022
<b>KEYWORD(S):</b>	Cost, Extension, Agreement, Utility System,
<b>LINKS/ATTACHMENTS:</b>	JEA Cost Participation Agreement for Extension of Utility System

**JEA COST PARTICIPATION  
AGREEMENT FOR  
EXTENSION OF UTILITY SYSTEM**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ by and between \_\_\_\_\_ whose address is \_\_\_\_\_ (hereinafter called "Developer"), and JEA, whose address is 21 W. Church St., Jacksonville, FL 32202 (hereinafter called "JEA").

**RECITALS**

WHEREAS, Developer owns certain real property in \_\_\_\_\_ County, which is more particularly described on Exhibit "A" attached hereto and, by reference made a part hereof (hereinafter referred to as "Developer Property"); and

WHEREAS, Developer has plans to develop immediately the Developer's Property by platting and/or other improvements thereon consisting of: \_\_\_\_\_ (hereinafter referred to as the "Development"); and

WHEREAS, Developer desires to extend existing and proposed improvements to JEA's water, wastewater and/or reclaimed water system (hereinafter called "JEA's Utility System") to serve the Development by: \_\_\_\_\_, (hereinafter called "Developer's Extension"); and

WHEREAS, JEA is willing to expand JEA's Utility System to provide such service, so that the Development may have furnished to it and to its occupants an adequate water supply and wastewater disposal system, subject to all the terms and conditions of this Agreement; and

WHEREAS, JEA and the Developer recognize that water is a natural resource of limited supply and wastewater treatment and disposal is a necessity for public health and thus, the water supply and disposal of wastewater must be regulated and controlled and the subject only of a reasonable and beneficial use to assure an adequate supply of water and adequate wastewater treatment capacity for all members of the public served by JEA; and

WHEREAS, the Developer and JEA further recognize that the supply of water and wastewater disposal service by JEA to the Development is subject to regulation, prohibition, limitation and restriction by local, state and federal governmental agencies, as well as JEA; and

WHEREAS, in order to facilitate the timely completion of the expansion of JEA's Utility System, the Developer and JEA wish to set forth the terms and conditions for sharing the cost of the construction and installation of the Developer's Extension.

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

1. Effect of Recitals. The above recitals are incorporated into the body of this Agreement and are adopted as findings

of fact.

2. Term. The term of this Agreement shall begin upon execution by both parties (the "Effective Date") and shall end upon acceptance by JEA of Developer's Extension unless earlier terminated as provided herein, but in no event shall the term of this Agreement exceed \_\_\_ years from the Effective Date. Notwithstanding anything to the contrary herein, JEA may, in its sole discretion, extend the term of this Agreement for a period not to exceed one year if such extension is necessary to complete the Developer's Extension, so long as Developer is making progress toward completion.

3. Conveyance of Developer's Extension. Developer shall, in accordance with the terms of this Agreement, (i) complete the Developer's Extension on or before \_\_\_\_\_ and (ii) cause to be conveyed to JEA, free and clear of all encumbrances, the Developer's Extension in consideration for the payment by JEA to Developer of the lump sum price of \$ \_\_\_\_\_ ("Contract Price"), [which sum represents the difference between the value of the Developer's Extension as constructed and the value of a project that would have been required to solely serve the Development] OR [which sum represents JEA's cost participation percentage as set forth in Section 2.1 of the JEA Cost Participation Policy], pursuant to Section 8 of this Agreement. Developer shall submit to JEA engineering plans and specifications for the Developer's Extension prepared by Developer's engineer and at Developer's cost, which plans, and specifications shall be approved in writing by JEA prior to any construction. Said plans and specifications shall comply with the JEA Water and Wastewater standards in effect at the time the plans and specifications are submitted to JEA. All construction of Developer's Extension shall be done by the Developer at Developer's cost pursuant to JEA's Cost Participation Policy and Procurement Code, and shall be consistent with JEA's Water and Wastewater Standards. Following conveyance by Developer, and acceptance by JEA, Developer's Extension, additions, repairs and replacements thereto shall at all times remain the sole, complete and exclusive property of and under the control of JEA, and the Developer shall have no right or claim in and to the Developer's Extension, but the Developer's Extension shall be used for providing service to the Development.

4. Contractor Selection. Developer shall procure all contractors performing work in connection with the construction and installation of the Developer's Extension in compliance with the applicable provisions of the JEA Procurement Code and Cost Participation Policy. Contractor selection shall be subject to the consent of JEA, which shall not be unreasonably withheld.

5. Plans. Prior to commencement of construction, Developer shall submit construction plans to JEA that include, at a minimum, a route survey depicting all improvements located in rights-of-way and/or dedicated easements, including, but not limited to, roads, driveways, landscaping, right-of-way boundaries, easements, and existing utilities. JEA will review said plans for constructability, hydraulic efficiency and conformity with JEA specifications. *Soft digs and geotechnical surveys may be required and will be determined during the plan review phase.* Upon satisfactory completion of the aforementioned 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. Once construction has commenced, Developer may not modify construction plans without JEA's written approval, which shall not be unreasonably withheld.

6. Performance Bond. Developer shall not begin construction on the Developer's Extension until it has posted a

performance bond in a form acceptable to JEA guaranteeing completion of the Developer's Extension.

7. Permits. The Developer shall be responsible for procurement of all applicable permits and will submit to JEA one (1) copy of each permit issued for the project e.g.: FDEP, SJRWMD, applicable FDOT, County or City right of way permits, railroad crossing, etc. JEA reserves the right to withhold funding until all applicable permits have been obtained.

8. Contract Price. The Contract Price constitutes the total lump sum compensation payable to the Developer under this Agreement. All duties, responsibilities and obligations assigned to or undertaken by the Developer shall be at the Developers expense without change in the Contract Price. Should Developer make any changes to the design, plans and/or specifications after receiving JEA's approval under Section 5 above, any additional costs associated with these changes shall be the responsibility of the Developer. Should circumstances be found by the awarded contractor which were not included in Developer's design, plan and specifications and result in additional costs to the awarded contractor, these additional costs shall be the sole responsibility of the Developer. JEA approval of any modification of construction plans is solely for the purposes of confirming that such modification is consistent with applicable JEA Water and Wastewater Standards and does not constitute consent on the part of JEA for assumption of additional costs associated with such modification.

9. Developer's Representative. The Developer is responsible for management of the construction phases of the project and will appoint a qualified professional engineer ("Engineer") licensed in the State of Florida as its project representative during the construction period. The Engineer will make visits to the site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of the contractor's executed work. Based on information obtained during such visits and observations, Engineer will endeavor on the behalf of the Developer to determine, in general, if the work is proceeding in accordance with the plans described in Section 2 of this Agreement, any document described on Exhibit B, as described in Section 6 of this Agreement, and the construction contract for the Developer's Extension.

10. Project Close-out and Acceptance. Project close-out shall occur when the Developer has made satisfactory completion of the construction and acceptance processes as stated herein and in Exhibit B titled, "JEA Project Checklist" and likewise satisfied the terms of this Agreement in full.

11. Payment Procedures. Upon satisfactory review of the Developer's Application for Payment by JEA's construction inspector, JEA shall make a 50% progress payment on account of the Contract Price. This 50% payment shall be measured by the schedule of values or in the case of unit price work, based on the number of units completed.

(a) Final Payment - Upon satisfactory completion of the Work in accordance with the project close-out and acceptance process as stated in Section 10 herein, the Developer shall submit to JEA a request for final payment for the balance of the contract amount. Upon review and approval of JEA Project Manager, JEA will pay the balance of the lump sum contract price.

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

12. Indemnification and Hold Harmless Provisions. In special consideration of the work herein described, the sufficiency of which is hereby acknowledged, Developer hereby agrees as follows:

Developer shall hold harmless, indemnify and defend JEA and its officers, employees, agents, and contractors against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not limited to attorney's fees and court costs) arising out of injury (whether mental or corporeal) to persons, including death or damage to property arising out of or incidental to this Agreement, whether or not such injury is due to or caused by the negligence of JEA or otherwise, excluding only the sole gross negligence of JEA.

13. Grant of Easement and or Deed Rights. Developer shall grant to JEA, its successors and assigns, the (i) exclusive, perpetual right, privilege and easement to construct, reconstruct, operate, maintain, repair, replace, improve, alter, remove, relocate and inspect water transmission and distribution mains, wastewater collection mains, reclaimed water distribution mains, pipe lines, lateral lines, valves, connections and appurtenant equipment over, across and under a twenty (20) foot strip of land centered on where the system lies on the Developer's Property or (ii) for certain systems including but not limited to pump or lift stations, a fee simple conveyance by Special Warranty Deed over property of variable dimensions together with the right of ingress and egress for both (i) and (ii). 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 and or deed, in recordable form to be approved by JEA, specifically granting to JEA the above rights necessary, in the discretion of JEA, to provide water and wastewater utility service to the Developer's Property. Nothing contained in this Agreement shall prevent Developer or any subsequent owner of Developer's Property from exercising itself or granting exclusive or non-exclusive rights, privileges and/or easements to any other parties for the furnishing of utility services other than water and wastewater, provided that JEA's use, occupancy and enjoyment of its easements are not unreasonably interfered with. JEA shall not be obligated to furnish any water or wastewater service to any building which may be built on Developer's Property to which it does not have access.

14. Developer's Right to Connect. Provided that Developer has complied with the terms of this Agreement and provided that the Developer's Extension is installed with the approval of JEA and in compliance with the requirements of all public, governmental or other agencies having supervision, regulation, direction or control of such water and wastewater utility systems, JEA shall allow Developer or its successors in-title to connect the Developer's Extension into JEA's Utility System.

15. Contract Administration. Developer shall be responsible for administering all aspects of the construction contract for the construction of Developer's Extension, including, but not limited to, review and processing of invoices and other contract documents, review and resolution of technical issues (whether foreseen or unforeseen) that arise during construction, and facilitating project close-out upon completion of construction. Developer shall be responsible for all costs associated with said contract administration. It shall also be Developer's responsibility to coordinate construction schedules of its contractors.

16. JEA's Right of Termination of Agreement and Service. Unless there is a material default of this Agreement by JEA which is not cured within ten (10) days following the receipt by JEA of Developer's notice of such default, JEA shall have the right to refuse to provide service, the right to terminate service to any building within Developer's Property, and the right to terminate this Agreement in the event Developer defaults or fails to comply with any of the terms and conditions of this



Agreement in a timely manner and fails to cure such default or fails to comply within ten (10) days following the receipt by Developer of JEA's notice of such default or failure to comply. In the event of termination, Developer shall be responsible for all actual costs of removing the connection and restoring JEA's water and/or sewerage system(s) to the condition(s) existing immediately prior to the connection(s).

17. Force Majeure. 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 hereof, proximately caused by Force Majeure. The term "Force Majeure" as employed herein shall be acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, wars, blockades, riots, acts of Armed Forces, epidemics, delays by carriers, 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 which are beyond the control of the party claiming force majeure and qualify under Florida's impossibility of performance principles.

18. Approval by Governmental Agencies. JEA's obligations under this Agreement are contingent upon Developer obtaining all necessary approvals for Developer's Extension from all applicable governmental agencies. Developer hereby assumes the risk of loss as a result of the denial or withdrawal of the approval of any concerned governmental agency, or caused by an act of any governmental agency which affects the ability of JEA to provide water, wastewater and/or reclaimed water service to Developer not within the sole control of JEA and which, by exercise of due diligence, JEA is unable to overcome.

19. No Prohibition of Further Extension. This Agreement shall not prohibit or prevent JEA from extending JEA's utility system in or to areas not referred to herein to serve other developers or consumers; provided, however, such extension of utility service shall not cause the Developer's extension to become overloaded and shall not adversely affect the reservation of capacity.

20. Modification of Development Plans. Should the Developer modify its development plans for Developer's Property which would require greater water usage, greater fire flows, additional water facilities, greater wastewater flows, or additional wastewater facilities than the water and wastewater demands designed and approved under the engineering plans and specifications which are the subject of this Agreement, then Developer shall enter into a new agreement with JEA providing for the construction of such additional water or wastewater facilities meeting all JEA's and governmental design requirements and shall pay all additional contributions and fees as may be authorized by JEA's Tariff or the Florida Public Service Commission, or its successor, at the date said new agreement is executed.

21. Notice of Connection to Wastewater System. Developer shall give JEA written notice that Developer is connecting the Developer's Extension to JEA's wastewater collection system no less than two (2) days prior to said connection for inspection. If Developer fails to give said written notice, JEA may require Developer to uncover and expose said connection for inspection, at the sole cost of Developer.

22. Connection of Buildings. Developer shall at its sole cost and expense connect the private property water pipes and the private property wastewater pipes of each building constructed on Developer's Property to the meters and wastewater laterals of Developer's Extension as reflected in plans and specifications approved by JEA.

23. Application for Service. Developer, its successors, or the occupant(s) of the Developer's Property, shall make written application to JEA for the opening of an account(s) for service. Said application is to be made only after the payment of all

costs set forth herein. At the time of making said application for service, the applicant shall pay all service charges as set forth in JEA's Tariff.

24. Notice of Transfer of Developer's Property. Developer agrees to provide proper written notice to JEA of the actual date of the legal transfer of water and wastewater services from Developer to any third party. Developer shall remain responsible for all costs and expenses, including utility bills, which arise as a result of Developer's failure to notify or improper notification to JEA.

25. Insurance. Developer shall not commence work under this Agreement until it has obtained insurance in the types and amounts set forth in Exhibit C, attached hereto and incorporated herein, and provided JEA with Certificates of Insurance naming JEA as additional insured.

26. No Prohibition of Further Extension. This Agreement shall not prohibit or prevent JEA from extending JEA's utility system in or to areas not referred to herein to serve other developers or consumers; provided, however, such extension of utility service shall not cause the Developer's extension to become overloaded and shall not adversely affect the reservation of capacity.

27. Modification of Development Plans. Should the Developer modify its development plans for Developer's Property which would require greater water usage, greater fire flows, additional water facilities, greater wastewater flows, or additional wastewater facilities than the water and wastewater demands designed and approved under the engineering plans and specifications which are the subject of this Agreement, then Developer shall enter into a new agreement with JEA providing for the construction of such additional water or wastewater facilities meeting all JEA's and governmental design requirements and shall pay all additional contributions and fees as may be authorized by JEA's Tariff or the Florida Public Service Commission, or its successor, at the date said new agreement is executed.

28. Miscellaneous.

(a) This Agreement supersedes all previous agreements or representations either verbal or written heretofore in effect between Developer and JEA and made with respect to the matters contained herein, and when duly executed constitutes the complete Agreement between Developer and JEA. Any amendment to this Agreement shall be in writing and executed by the fully authorized representatives of Developer and JEA.

(b) Developer is an independent contractor in the performance of all activities under this Agreement. Nothing in this Agreement shall be construed to create an employment, agency, or partnership relationship between Developer and JEA.

(c) No third-party beneficiary status or interest is conveyed to any third party by this Agreement.

(d) Except as provided herein, neither Developer nor JEA shall assign, transfer, or sell any of the rights created under, or associated with, this Agreement without the express written consent of the non-assigning party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, nothing in this section shall prevent Developer from assigning or otherwise transferring its rights and duties under this Agreement to an affiliate, subsidiary, or parent company of Developer upon written notice to JEA.

(e) Developer shall maintain records sufficient to document completion of the work performed under this Agreement. Upon JEA's request, Developer shall allow JEA to audit its financial and operating records for the purpose of

determining invoice accuracy or otherwise assessing compliance with this Agreement. Developer agrees to allow JEA personnel or their qualified representative access such records at Developer's offices upon reasonable notice. All audit work will be done on Developer's premises, and no Developer documentation will be removed from Developer's offices. Developer agrees to have knowledgeable personnel available to answer questions for the auditors during the time the auditors are at Developer's offices and for a period of two weeks thereafter. Developer shall provide to JEA audited financial statements for the most recent fiscal year upon JEA's request no later than five days after receipt of written request from JEA.

(f) This Agreement was made and executed in Jacksonville, Florida, and shall be interpreted and construed according to the laws of the State of Florida. Litigation involving this Agreement, or any provision thereof shall take place in the State or Federal Courts located in Jacksonville, Duval County, Florida.

(g) Should any provision of the Agreement be determined by the courts to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions will not be impaired.

(h) The headings used in the paragraphs of this Agreement are solely for the convenience of the parties and the parties agree that they shall be disregarded in the construction of this Agreement.

(i) This Agreement shall inure to and be binding upon the heirs, successors and assigns of the parties hereto. It is understood that Developer may assign its rights hereunder to successor/owners of the Developer's parcels of real property included in the Developer's Property.

IN WITNESS WHEREOF, the parties hereto have duly executed this contract, in duplicate, the date and year first above written.

ATTEST:

JEA

\_\_\_\_\_

By \_\_\_\_\_

VP, Water/Wastewater Systems

ATTEST:

\_\_\_\_\_

DEVELOPER

\_\_\_\_\_

\_\_\_\_\_

Signature

Signature

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Print or Type Name

---

Print or Type Name

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Title

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Title

I hereby certify that the expenditure contemplated by the foregoing contract has been duly authorized, and provision has been made for the payment of the monies provided therein to be paid.

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Director, Financial Planning  
& Analysis, JEA

Form Approved:

Office of General Counsel

Exhibit A

Developer's Property Legal Description

**(Attached)**

Exhibit B

JEA Project Checklist



**Acceptance Checklist**

**Project Name:** \_\_\_\_\_ **Availability #:** \_\_\_\_\_  
**Engineer:** \_\_\_\_\_ **Phone :** \_\_\_\_\_  
**Developer:** \_\_\_\_\_ **Phone :** \_\_\_\_\_  
**Utility Contractor:** \_\_\_\_\_ **Phone :** \_\_\_\_\_

\_\_\_\_\_ **Address of Pump/Lift Station:** \_\_\_\_\_

\_\_\_\_\_ **Electric Meter #:** \_\_\_\_\_

\_\_\_\_\_ **Service Provider:**

\_\_\_\_\_ **Bill of Sale for water and/or sewer improvements:** This is required under the water and sewer code, whereby all materials and appurtenances in the system(s) legally become the property of JEA. *\*Original signature and Notarized\**

\_\_\_\_\_ **Dedication Warranty:** 2-year contractor warranty for infrastructure improvements. *\*Original signature & must include Contractor's License No.\**

\_\_\_\_\_ **Engineer's Final Certification:** Certificate in accordance with para 654.124 (Subdivision Regulations is on file) *\*Original signature with PE seal\**

\_\_\_\_\_ **Owner's Affidavit of Construction Completion:** The original affidavit should be completed by the owner or developer. The affidavit should address JEA not the City of Jacksonville. *\*Original signature and Notarized\**

\_\_\_\_\_ **Schedule of Values:** Be sure to include all applicable project information, including pump station information at the bottom of the document.

\_\_\_\_\_ **As-Built Approval Letter(s)**

\_\_\_\_\_ **Clearance Certificates on Water, Sewer and Reclaim Mains:**  
Letters of certification from JEA and/or FDEP.

\_\_\_\_\_ **Approved Deed of Dedication, Easement(s), Recorded Plat, Hold Harmless Agreement**

\_\_\_\_\_ **Pump Station "Start-Up":** A copy of the pump station start-up report with the name of the pump (ex. Myers), control panel (ex. Unitron) and pump site address.

\_\_\_\_\_ **Record of Final Inspection:** Final inspection record should indicate attendees and deficiencies noted. The original with Project Engineer/Inspector's Certification that all punch-list items have been satisfied.

**Please submit all applicable documents for final utility acceptance and service.**

Exhibit C

Insurance Requirements