

AWARDS COMMITTEE AGENDA

DATE: Thursday, May 21, 2020
TIME: 10:00 A.M.
PLACE: WebEx/Teleconference
WebEx Meeting Number (access code): 474 922 168
WebEx Password: JEAAwardsMeeting

Public Comments:

Awards:

1. Approval of the minutes from the last meeting (05/14/2020).
2. 033-20 - Request approval to rescind this solicitation, and reject all Responses received in anticipation of rebidding.
3. Request approval to award a contract to the developer, Sonoc Company LLC, for the construction of the water main and reclaimed water main by John Woody, Inc. for Nocatee Crosswater Pkwy Ext 2 in the amount of \$437,405.00, subject to the availability of lawfully appropriated funds.
4. Request approval to award a contract to the developer, Sonoc Company LLC, for the construction of the water main and reclaimed water main by John Woody, Inc. for Nocatee Crosswater Pkwy Ext 3 in the amount of \$594,750.00, subject to the availability of lawfully appropriated funds.
5. **DEFERRED** - Request approval to award a three (3) year contract to Schweitzer Engineering Laboratories, Inc. for the supply of relays and services for transmission and distribution services in the amount of \$3,092,628.96, subject to the availability of lawfully appropriated funds.
6. 054-20 – Request approval to award one (1) contract for the installation of eight (8) generators to Zabatt Power Systems in the amount of \$995,591.02, subject to the availability of lawfully appropriated funds.
7. 031-20 – Request approval to award a contract to Liquid Solutions Group, LLC, for consulting services for Program Manager - Water Supply Planning and Advocacy in the amount of \$1,500,000.00, subject to the availability of lawfully appropriated funds.

Informational Item: 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.

05-21-2020 Awards Committee

<u>Award #</u>	<u>Type of Award</u>	<u>Business Unit</u>	<u>Estimated/ Budgeted Amount</u>	<u>Amount</u>	<u>Awardee</u>	<u>Term</u>	<u>Summary</u>
1	Minutes	N/A	N/A	N/A	N/A	N/A	Approval of minutes from the 05/14/2020 meeting.
2	Rescind	Calhoun	\$500,000.00	N/A	N/A	N/A	<u>Dewatering Centrifuge Unit</u>
3	Miscellaneous	McInall	\$611,999.00	\$437,405.00	Sonoc Company LLC/John Woody, Inc.	Project Completion	<u>2020-0594 Nocatee Crosswater Pkwy Ext 2</u> The developer requested Bids for the utility work (JEA portion) and the project was awarded based upon the lowest lump sum total John Woody, Inc. being the lowest bidder at \$437,405.00. This is \$174,594.00 or approx. 28.5% less than JEA's estimate.
4	Miscellaneous	McInall	\$875,664.00	\$594,750.00	Sonoc Company LLC/John Woody, Inc.	Project Completion	<u>2020-0594 Nocatee Crosswater Pkwy Ext 3</u> The developer requested bids for the utility work (JEA portion) and the project was awarded based upon the lowest lump sum total. John Woody, Inc. being the lowest bidder at \$594,750.00. This is \$280,914.00.00 or approx. 32.1% less than JEA's estimate.
5 - Defer	Defer	Defer	Defer	Defer	Defer	Defer	Defer
6	Invitation To Negotiate (ITN) 2 Respondents	Eads	\$ 914,547.84	\$995,591.02	Zabatt Power Systems	Project Completion	<u>Purchase and Installation of Generators for JEA Communication Tower Sites</u> FY 20 - \$995,591.02
7	Request For Proposal (RFP) 2 Respondents	Steinbrecher	\$1,500,000.00	\$1,500,000.00	Liquid Solutions Group, LLC	Five (5) Years w/Two (2) – One (1) Yr. Renewals	<u>Program Manager - Water Supply Planning and Advocacy</u> For hydrologic modeling, water supply planning, ecological, water resource evaluation and permit support and other services as required.
Total Award				\$3,527,746.02			

JEA AWARDS COMMITTEE

May 14, 2020 MEETING MINUTES

The JEA procurement Awards Committee met on May 14, 2020, via WebEx

WebEx Meeting Number (access code): 474 922 168

WebEx Password: JEAAwardsMeeting.

Members in attendance were Jenny McCollum as Chairperson, Laure Whitmer as Budget Representative, Lawsikia Hodges as Office of General Counsel Representative; with Alan McElroy, Joe Orfano, Shawn Eads, Deryle Calhoun, and Caren Anders as voting Committee Members.

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.

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

Public Comments:

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

Awards:

Chair McCollum verbally presented the Committee Members the proposed May 07, 2020 minutes contained in the board packet.

MOTION: Joe Orfano made a motion to approve the May 07, 2020 minutes (Award Item 1). The motion was seconded by Shawn Eads and approved unanimously by the Awards Committee (5-0).

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

2. 019-20 - Request approval to award a contract to Altec Industries, Inc. for JEA Aerial Bucket Truck Maintenance and Repair Services for "Tab A - Altec" and "Tab C - Miscellaneous" in the amount of \$810,389.25, and a contract to Ring Power Corporation for JEA Aerial Bucket Truck Maintenance and Repair Services for "Tab B - Terex" in the amount of \$62,998.00, subject to the availability of lawfully appropriated funds.

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

3. Request approval to award a change order to Information Services Group to purchase Preferred IT Provider Services (Source-to-Contract) services in the amount of \$116,560.00, for a new not-to-exceed amount of \$468,064.90, subject to the availability of lawfully appropriated funds.

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

4. Request approval to award a (1) one year renewal to the Dalton Agency for public affairs, issue advocacy, and stakeholder engagement in the amount of \$300,000.00, for a new not-to exceed amount of \$600,000.00, subject to the availability of lawfully appropriated funds.

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

5. 047-20 – Request approval to award a contract to Marmon Utility LLC for circuit 679 reconductor in the amount of \$2,857,423.53, subject to the availability of lawfully appropriated funds.

MOTION: Caren Anders made a motion to approve Award Item 5 as presented in the board packet. The motion was seconded by Deryle Calhoun and approved unanimously by the Awards Committee (5-0).

Informational Item:

No informational items were presented to the Awards Committee.

Ratifications:

No ratifications were presented to the Awards Committee for consideration.

Public Comments:

No additional public comment speaking period was taken.

Adjournment:

Chair McCollum adjourned the meeting at 10:39 a.m.

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



Formal Bid and Award System

Award #2 May 21, 2020

Type of Award Request: RESCIND
Requestor Name: Smith, Thaliah D., Contract Specialist
Requestor Phone: (904) 665-8165
Project Title: Dewatering Centrifuge Unit
Project Number: N/A
Project Location: JEA
Funds: Capital
Award Estimate: \$500,000.00
Scope of Work:

The purpose of this Invitation to Negotiate (the "ITN") is to evaluate and select a vendor that can provide a new or remanufactured skid mounted dewatering centrifuge unit and provide the best value to JEA (the "Work" or "Services"). "Best Value" means the highest overall value to JEA with regards to pricing, quality, design, and workmanship.

IFB/RFP/State/City/GSA#: 033-20
Purchasing Agent: Kruck, Daniel
Is this a Ratification?: NO
JSEB Requirement: N/A

BIDDERS:

Vendor Name	Amount
CENTRISYS	N/A

Background/Recommendations:

Advertised 02/26/2020. Three (3) prime companies attended the optional Pre-Response meeting held on 03/09/2020. At Response opening on 03/26/2020, JEA received one (1) Response. JEA received two (2) no-response letters stating that the companies did not have any new or refurbished centrifuges immediately available. JEA reviewed the specifications of the submitted centrifuge, and determined that it did not meet our technical specifications.

This request is to rescind with the intent to rebid. JEA will update the technical specifications for the rebid. All pricing will be held confidential for 12 months or, if earlier, such time as JEA provides notice of an intended decision concerning the reissued ITN or until JEA withdraws the reissued ITN.

033-20 - Request approval to rescind this solicitation, and reject all Responses received in anticipation of rebidding.

Manager: Ruiz, Melinda Michelle - Mgr Business Operations
Director: Vu, Hai X. - Dir W/WW & Reuse Treatment
VP: Calhoun, Deryle I. - VP/GM Water Wastewater Systems

APPROVALS:

Chairman, Awards Committee **Date**

Manager, Capital Budget Planning **Date**



Formal Bid and Award System

Award #3 May 21, 2020

Type of Award Request: MISCELLANEOUS
Request #: 6828
Requestor Name: Davis, Deanna L. - Manager Development
Requestor Phone: (904) 665-8451
Project Title: 2020-0594 Nocatee Crosswater Pkwy Ext 2
Project Number: 167-W, 167-R, 167-S
Project Location: JEA
Funds: Capital
Award Estimate: \$611,999.00

Scope of Work:

This project is a Developer Agreement that includes approximately 1,200 linear feet (LF) of 16-inch water main, 300 LF of 12-inch water main, 1,480 LF of 16-inch reclaimed main, 350 LF of 12-inch reclaimed main, 1,500 LF of 6-inch force main.

Purchasing Agent: King, David
Is this a ratification?: NO
If yes, explain:

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
SONOC COMPANY LLC/JOHN WOODY, INC.	John Zachary Brecht	brechtz@etminc.com	c/o England-Thims & Miller, Inc., 14775 Old St. Augustine Rd. Jacksonville FL 32258	(904) 642-8990	\$437,405.00

Amount for entire term of Contract/PO: \$437,405.00
Award Amount for remainder of this FY: \$437,405.00
Length of Contract/PO Term: Project Completion
Begin Date (mm/dd/yyyy): 06/01/2020
End Date (mm/dd/yyyy): Project Completion (Estimated: August 2020)
JSEB Requirement: N/A-Developer reimbursement

BIDDERS:

Name	Amount
SONOC COMPANY LLC/JOHN WOODY, INC.	\$437,405.00
VALLENCOURT CONSTRUCTION CO INC.	\$472,530.00
R & B CONTRACTING INC.	\$592,750.00

Background/Recommendations:

The Nocatee Crosswater Pkwy Ext 2 project is part of the Developer and Utility Service Agreement dated December 6, 2004 and subsequent amendments, which outlines that certain JEA system improvements are reimbursable to the Developer. Per Exhibit D of the Agreement, JEA will reimburse the Developer, Sonoc Company LLC, for the improvements associated with the Nocatee Crosswater Pkwy Ext 2 project. This request includes approximately 1,200 LF of 16-inch water main, 300 LF of 12-inch water main, 1,480 LF of 16-inch reclaimed main, 350 LF of 12-inch reclaimed main, 1,500 LF of 6-inch force main.

The developer requested Bids for the utility work (JEA portion) and the project was awarded based upon the lowest lump sum total. All of the Bidders to the Sonoc Company, LLC are listed above, with John Woody, Inc. being the lowest Bidder at \$437,405.00. This is \$174,594.00, or approx. 28.5%, less than JEA's estimate and is deemed acceptable.

Request approval to award a contract to the developer, Sonoc Company LLC, for the construction of the water main and reclaimed water main by John Woody, Inc. for Nocatee Crosswater Pkwy Ext 2 in the amount of \$437,405.00, subject to the availability of lawfully appropriated funds.

Director: Zammataro, Robert J. (Rob) - Dir W/WW Planning & Development
VP: McInall, Steven G. - VP & Chief Energy & Water Planning

APPROVALS:

Chairman, Awards Committee	Date
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Manager, Capital Budget Planning	Date
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PROPOSAL

(Official Bid Form)

FOR

**CROSSWATER PARKWAY EXTENSION TO PINE ISLAND ROAD PHASE 2
JEA WATER, FORCEMAIN AND REUSE IMPROVEMENTS**

FOR

SONOC COMPANY, LLC

TO BE SUBMITTED TO:

Sonoc Company, LLC
C/O ENGLAND-THIMS & MILLER, INC.
14775 Old St. Augustine Road
Jacksonville, FL 32258

on or before April 10, 2020 @ 2:00 P.M.
PRIVATE OPENING

TO: Sonoc Company, LLC

FROM: John Woody, Inc.
(Contractor)

In accordance with the Request for Proposal inviting proposals for Crosswater Parkway Extension to Pine Island Road Phase 2 JEA Water, Forcemain and Reuse Improvements, the undersigned proposes to perform all work necessary to construct a complete utility system, including water main, reclaimed water main and forcemain, as shown on the plans released for bid and the Geotechnical Report prepared by ECS Florida, LLC, and in accordance with all JEA and St. Johns County requirements, JEA Standards and Specifications, St. Johns County Standard Specifications and the Florida Department of Environmental Protection Potable Water and Domestic Wastewater permits.

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

**CROSSWATER PARKWAY EXTENSION TO PINE ISLAND ROAD PHASE 2
JEA WATER, FORCEMAIN AND REUSE IMPROVEMENTS**

BID SUMMARY

A. MOBILIZATION	<u>\$ 5,000.00</u>
B. PREVENTION CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION	<u>\$ 4,500.00</u>
C. WATER MAIN	<u>\$ 171,250.00</u>
D. RECLAIMED WATER MAIN	<u>\$ 156,465.00</u>
E. SANITARY SEWER FORCEMAIN	<u>\$ 82,090.00</u>
F. COORDINATION WITH OTHER ON-SITE CONTRACTORS	<u>\$ 100.00</u>
G. STORMWATER POLLUTION PREVENTION PLAN	<u>\$ 1,500.00</u>
H. TESTING	<u>\$ 5,000.00</u>
I. AS-BUILTS	<u>\$ 6,500.00</u>
J. CONTRACTOR EDUCATION REQUIREMENTS/NEWRAP	<u>\$ 1,000.00</u>
K. BONDING	<u>\$ 4,000.00</u>

SUBTOTAL LUMP SUM BID (ITEMS A – K)

\$ 437,405.00

**CROSSWATER PARKWAY EXTENSION TO PINE ISLAND ROAD PHASE 2
JEA WATER, FORCEMAIN AND REUSE IMPROVEMENTS**

A. MOBILIZATION

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

TOTAL LUMP SUM PRICE ITEM A:
<u>\$ 5,000.00</u> (Numerals)
<u>FIVE THOUSAND DOLLARS</u> (Written)

B. PREVENTION CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION

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

TOTAL LUMP SUM PRICE ITEM B:
<u>\$ 4,500.00</u> (Numerals)
<u>FOUR THOUSAND FIVE HUNDRED DOLLARS</u> (Written)

C. WATER MAIN

Includes the construction of the 12' and 16" JEA potable water mains within the Crosswater Parkway Extension Phase 2 right-of-away and offsite utility area, from Sta. 58+65+/- to easterly of the East right of way line of Pine Island Road, and within the offsite utility areas, as shown within the construction plans. Includes all pipe, valves, fittings, connection to the existing water distribution system, pressure testing, flushing, disinfection, bacteriological testing, locate wires and appurtenances, plugs, backfill and compaction to JEA and St. Johns County Standards of material over the pipe, and the removal, disposal and replacement of any unsuitable material encountered and all other work (including dewatering) necessary to complete the installation of the system. Additionally, this work includes the testing, JEA warranty and maintenance and other items not specifically mentioned, but necessary for a complete and operable system as shown on the drawings and in accordance with the JEA and Florida Department of Environmental Protection requirements.

TOTAL LUMP SUM PRICE ITEM C:
<u>\$ 171,250.00</u> (Numerals)
<u>ONE HUNDRED SEVENTY ONE THOUSAND TWO HUNDRED FIFTY DOLLARS</u> (Written)

D. RECLAIMED WATER MAIN

Includes the construction of the 12' and 16" JEA reclaimed water mains within the Crosswater Parkway Extension Phase 2 right of way and offsite utility area, from Sta. 58+65 +/- to easterly of the East right of way line of Pine Island Road, and within the offsite utility area, as shown within the construction plans. Includes all pipe, valves, fittings, connection to the existing reclaim water distribution system, pressure testing, flushing, locate wires and appurtenances, plugs, backfill and compaction to JEA and St. Johns County Standards of material over the pipe and the removal, disposal and replacement of any unsuitable material encountered and all other work (including dewatering) necessary to complete the installation of the system. This work also includes the testing, JEA warranty and maintenance and other items not specifically mentioned, but necessary for a complete and operable system as shown on the drawings and in accordance with the JEA and Florida Department of Environmental Protection requirements.

TOTAL LUMP SUM PRICE ITEM D:	
<u>\$ 156,465.00</u>	(Numerals)
<u>ONE HUNDRED FIFTY SIX THOUSAND FOUR HUNDRED SIXTY FIVE DOLLARS</u>	(Written)

E. SANITARY SEWER FORCEMAIN

Includes the construction of the 6" JEA sanitary sewer forcemain within the Crosswater Parkway Extension Phase 2 right of way and offsite utility area, from Sta. 58+65 +/- to easterly of the East right of way line of Pine Island Road, and within the offsite utility areas, as shown within the construction plans. Includes all pipe, valves, fittings, connection to the existing sanitary sewer forcemain system, pressure testing, flushing, air release valves, locate wires and appurtenances, plugs, backfill and compaction to JEA and St. Johns County Standards of material over the pipe and the removal, disposal and replacement of any unsuitable material encountered and all other work (including dewatering) necessary to complete the installation of the system. This work also includes the testing, JEA warranty and maintenance and other items not specifically mentioned, but necessary for a complete and operable system as shown on the drawings and in accordance with the JEA and Florida Department of Environmental Protection requirements.

TOTAL LUMP SUM PRICE ITEM E:	
<u>\$ 82,090.00</u>	(Numerals)
<u>EIGHTY TWO THOUSAND NINETY DOLLARS</u>	(Written)

F. COORDINATION WITH OTHER ON-SITE CONTRACTORS

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

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

G. STORMWATER POLLUTION PREVENTION PLAN

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

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

H. TESTING

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

TOTAL LUMP SUM PRICE ITEM H:	
<u>\$ 5,000.00</u>	(Numerals)
<u>FIVE THOUSAND DOLLARS</u>	(Written)

I. AS-BUILTS

Cost of providing **ALL** as-builts of the potable water system, reclaimed water systems, forcemain, FPL service infrastructure and site work as required by the JEA, Florida Department of Environmental Protection, FPL and St. Johns County.

TOTAL LUMP SUM PRICE ITEM I:	
<u>\$ 6,500.00</u>	(Numerals)
<u>SIX THOUSAND FIVE HUNDRED DOLLARS</u>	(Written)

J. CONTRACTOR EDUCATION REQUIREMENTS / NEWRAP

Includes all costs of contractor education in accordance with project specifications.

TOTAL LUMP SUM PRICE ITEM J:	
<u>\$ 1,000.00</u>	(Numerals)
<u>ONE THOUSAND DOLLARS</u>	(Written)

K. BONDING

K.1 PAYMENT AND PERFORMANCE BOND

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

SUB-TOTAL LUMP SUM PRICE ITEM K.1:	
<u>\$ 3,900.00</u>	(Numerals)
<u>THREE THOUSAND NINE HUNDRED DOLLARS</u>	(Written)

K.2. CONTRACTOR'S WARRANTEE

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

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

TOTAL LUMP SUM PRICE ITEM K:	
<u>\$ 437,405.00</u>	(Numerals)
<u>FOUR HUNDRED THIRTY SEVEN THOUSAND FOUR HUNDRED FIVE DOLLARS</u>	(Written)

CROSSWATER EXT. TO PINE ISLAND RD PH 1	1-Jun	8-Jun	15-Jun	22-Jun	29-Jun	6-Jul	13-Jul	20-Jul	27-Jul	3-Aug
MOBILIZATION	Yellow	Yellow								
WATER			Blue	Blue	Blue	Blue	Blue			
REUSE						Blue	Blue	Blue		
FORCE MAIN									Green	Green
FINISH & SELL										

CROSSWATER EXT. TO PINE ISLAND RD PH 1	10-Aug	17-Aug	24-Aug	31-Aug	7-Sep	14-Sep	21-Sep	28-Sep	5-Oct	12-Oct
MOBILIZATION										
WATER										
REUSE										
FORCE MAIN	Green	Green								
FINISH & SELL		Grey	Grey	Grey	Grey					

CROSSWATER PARKWAY EXTENSION TO PINE ISLAND PHASE 2 IMPROVEMENTS

Schedule of Values

Item No.	Units	Est. Qty.	Description	Unit Price	Total Price
PHASE 2					
A	LS	1	MOBILIZATION		\$ 5,000.00
B	LS	1	PREVENTION CONTROL & ABATEMENT OF EROSION & WATER POLLUTION		\$ 4,500.00
C			WATER MAIN		
	LF	1260	16" DR25	\$ 76.00	\$ 95,760.00
	LF	340	12" DR 18	\$ 54.00	\$ 18,360.00
	EA	4	16" GATE VALVE W/ BOX	\$ 6,250.00	\$ 25,000.00
	EA	3	FIRE HYDRANT ASSEMBLY	\$ 4,500.00	\$ 13,500.00
	EA	2	FLUSHING HYDRANT	\$ 1,500.00	\$ 3,000.00
	EA	30	16" JOINT RESTRAINT	\$ 480.00	\$ 14,400.00
	EA	6	12" JOINT RESTRAINT	\$ 205.00	\$ 1,230.00
			SUB-TOTAL WATER MAIN		\$ 171,250.00
D			RECLAIMED WATER MAIN		
	LF	1180	16" DR 25	\$ 76.00	\$ 89,680.00
	LF	380	12" DR 18	\$ 54.00	\$ 20,520.00
	EA	4	16" GATE VALVE W/ BOX	\$ 6,250.00	\$ 25,000.00
	EA	1	12" GATE VALVE W/ BOX	\$ 2,500.00	\$ 2,500.00
	EA	2	FLUSHING HYDRANT	\$ 1,500.00	\$ 3,000.00
	EA	29	16" JOINT RESTRAINT	\$ 480.00	\$ 13,920.00
	EA	9	12" JOINT RESTRAINT	\$ 205.00	\$ 1,845.00
			SUB-TOTAL RECLAIMED WATER MAIN		\$ 156,465.00
E			SANITARY SEWER FORCEMAIN		
	LF	1500	6" DR 18	\$ 41.00	\$ 61,500.00
	EA	2	6" GATE VALVE W/ BOX	\$ 1,200.00	\$ 2,400.00
	EA	2	AIR RELEASE ASSEMBLY	\$ 8,640.00	\$ 17,280.00
	EA	13	6" JOINT RESTRAINT	\$ 70.00	\$ 910.00
			SUB-TOTAL SANITARY SEWER FORCEMAIN		\$ 82,090.00
F	LS	1	COORDINATION WITH OTHER ON-SITE CONTRACTORS		\$ 100.00
G	LS	1	STORMWATER POLLUTION PREVENTION PLAN		\$ 1,500.00
H	LS	1	TESTING		\$ 5,000.00
I	LS	1	AS-BUILTS		\$ 6,500.00
J	LS	1	CONTRACTOR EDUCATION REQUIREMENTS/NEWRAP		\$ 1,000.00
K	LS	1	BONDING		\$ 4,000.00
			GRAND TOTAL LUMP SUM BID (ITEMS A-K)		\$ 437,405.00

PROPOSAL

(Official Bid Form)

FOR

**CROSSWATER PARKWAY EXTENSION TO PINE ISLAND ROAD PHASE 2
JEA WATER, FORCEMAIN AND REUSE IMPROVEMENTS**

FOR

SONOC COMPANY, LLC

TO BE SUBMITTED TO:

Sonoc Company, LLC
C/O ENGLAND-THIMS & MILLER, INC.
14775 Old St. Augustine Road
Jacksonville, FL 32258

on or before April 10, 2020 @ 2:00 P.M.
PRIVATE OPENING

TO: Sonoc Company, LLC

FROM: Vallencourt Construction Company, Inc.

(Contractor)

In accordance with the Request for Proposal inviting proposals for Crosswater Parkway Extension to Pine Island Road Phase 2 JEA Water, Forcemain and Reuse Improvements, the undersigned proposes to perform all work necessary to construct a complete utility system, including water main, reclaimed water main and forcemain, as shown on the plans released for bid and the Geotechnical Report prepared by ECS Florida, LLC, and in accordance with all JEA and St. Johns County requirements, JEA Standards and Specifications, St. Johns County Standard Specifications and the Florida Department of Environmental Protection Potable Water and Domestic Wastewater permits.

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

**CROSSWATER PARKWAY EXTENSION TO PINE ISLAND ROAD PHASE 2
JEA WATER, FORCEMAIN AND REUSE IMPROVEMENTS**

BID SUMMARY

A. MOBILIZATION	<u>\$ 4,000.00</u>
B. PREVENTION CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION	<u>\$ 500.00</u>
C. WATER MAIN	<u>\$ 192,375.00</u>
D. RECLAIMED WATER MAIN	<u>\$ 167,219.00</u>
E. SANITARY SEWER FORCEMAIN	<u>\$ 97,836.00</u>
F. COORDINATION WITH OTHER ON-SITE CONTRACTORS	<u>\$ 100.00</u>
G. STORMWATER POLLUTION PREVENTION PLAN	<u>\$ 500.00</u>
H. TESTING	<u>\$ 1,000.00</u>
I. AS-BUILTS	<u>\$ 3,800.00</u>
J. CONTRACTOR EDUCATION REQUIREMENTS/NEWRAP	<u>\$ 200.00</u>
K. BONDING	<u>\$ 5,000.00</u>

SUBTOTAL LUMP SUM BID (ITEMS A – K)	<u>\$ 472,530.00</u>
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CROSSWATER PARKWAY EXTENSION TO PINE ISLAND ROAD PHASE 2 JEA WATER, FORCEMAIN AND REUSE IMPROVEMENTS

A. MOBILIZATION

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

TOTAL LUMP SUM PRICE ITEM A:	
<u>\$ 4,000.00</u>	(Numerals)
<u>Four thousand</u>	(Written)

B. PREVENTION CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION

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

TOTAL LUMP SUM PRICE ITEM B:	
<u>\$ 500.00</u>	(Numerals)
<u>Five hundred</u>	(Written)

C. WATER MAIN

Includes the construction of the 12" and 16" JEA potable water mains within the Crosswater Parkway Extension Phase 2 right-of-away and offsite utility area, from Sta. 58+65+/- to easterly of the East right of way line of Pine Island Road, and within the offsite utility areas, as shown within the construction plans. Includes all pipe, valves, fittings, connection to the existing water distribution system, pressure testing, flushing, disinfection, bacteriological testing, locate wires and appurtenances, plugs, backfill and compaction to JEA and St. Johns County Standards of material over the pipe, and the removal, disposal and replacement of any unsuitable material encountered and all other work (including dewatering) necessary to complete the installation of the system. Additionally, this work includes the testing, JEA warranty and maintenance and other items not specifically mentioned, but necessary for a complete and operable system as shown on the drawings and in accordance with the JEA and Florida Department of Environmental Protection requirements.

TOTAL LUMP SUM PRICE ITEM C:	
<u>\$ 192,375.00</u>	(Numerals)
<u>One hundred ninety-two thousand three hundred seventy-five</u>	(Written)

D. RECLAIMED WATER MAIN

Includes the construction of the 12" and 16" JEA reclaimed water mains within the Crosswater Parkway Extension Phase 2 right of way and offsite utility area, from Sta. 58+65 +/- to easterly of the East right of way line of Pine Island Road, and within the offsite utility area, as shown within the construction plans. Includes all pipe, valves, fittings, connection to the existing reclaim water distribution system, pressure testing, flushing, locate wires and appurtenances, plugs, backfill and compaction to JEA and St. Johns County Standards of material over the pipe and the removal, disposal and replacement of any unsuitable material encountered and all other work (including dewatering) necessary to complete the installation of the system. This work also includes the testing, JEA warranty and maintenance and other items not specifically mentioned, but necessary for a complete and operable system as shown on the drawings and in accordance with the JEA and Florida Department of Environmental Protection requirements.

TOTAL LUMP SUM PRICE ITEM D:	
\$ 167,219.00	(Numerals)
One hundred sixty-seven thousand two hundred nineteen	(Written)

E. SANITARY SEWER FORCEMAIN

Includes the construction of the 6" JEA sanitary sewer forcemain within the Crosswater Parkway Extension Phase 2 right of way and offsite utility area, from Sta. 58+65 +/- to easterly of the East right of way line of Pine Island Road, and within the offsite utility areas, as shown within the construction plans. Includes all pipe, valves, fittings, connection to the existing sanitary sewer forcemain system, pressure testing, flushing, air release valves, locate wires and appurtenances, plugs, backfill and compaction to JEA and St. Johns County Standards of material over the pipe and the removal, disposal and replacement of any unsuitable material encountered and all other work (including dewatering) necessary to complete the installation of the system. This work also includes the testing, JEA warranty and maintenance and other items not specifically mentioned, but necessary for a complete and operable system as shown on the drawings and in accordance with the JEA and Florida Department of Environmental Protection requirements.

TOTAL LUMP SUM PRICE ITEM E:	
\$ 97,836	(Numerals)
One hundred sixty-seven thousand two hundred nineteen	(Written)

F. COORDINATION WITH OTHER ON-SITE CONTRACTORS

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

TOTAL LUMP SUM PRICE ITEM F:	
\$ 100.00	(Numerals)
One Hundred	(Written)

G. STORMWATER POLLUTION PREVENTION PLAN

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

TOTAL LUMP SUM PRICE ITEM G:	
\$ 500.00	(Numerals)
Five hundred	(Written)

H. TESTING

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

TOTAL LUMP SUM PRICE ITEM H:	
\$ 1,000.00	(Numerals)
One thousand	(Written)

I. AS-BUILTS

Cost of providing **ALL** as-builts of the potable water system, reclaimed water systems, forcemain, FPL service infrastructure and site work as required by the JEA, Florida Department of Environmental Protection, FPL and St. Johns County.

TOTAL LUMP SUM PRICE ITEM I:	
\$ 3,800.00	(Numerals)
Three thousand eight hundred	(Written)

J. CONTRACTOR EDUCATION REQUIREMENTS / NEWRAP

Includes all costs of contractor education in accordance with project specifications.

TOTAL LUMP SUM PRICE ITEM J:	
\$ 200.00	(Numerals)
Two hundred	(Written)

K. BONDING

K.1 PAYMENT AND PERFORMANCE BOND

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

SUB-TOTAL LUMP SUM PRICE ITEM K.1:	
\$ 3,000.00	(Numerals)
Three thousand	(Written)

K.2. CONTRACTOR'S WARRANTEE

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

SUB-TOTAL LUMP SUM PRICE ITEM K.2:	
\$ 2,000.00	(Numerals)
Two thousand	(Written)

TOTAL LUMP SUM PRICE ITEM K:	
\$ 5,000	(Numerals)
Five thousand	(Written)

PROPOSAL

(Official Bid Form)

FOR

**CROSSWATER PARKWAY EXTENSION TO PINE ISLAND ROAD PHASE 2
JEA WATER, FORCEMAIN AND REUSE IMPROVEMENTS**

FOR

SONOC COMPANY, LLC

TO BE SUBMITTED TO:

Sonoc Company, LLC
C/O ENGLAND-THIMS & MILLER, INC.
14775 Old St. Augustine Road
Jacksonville, FL 32258

on or before April 10, 2020 @ 2:00 P.M.
PRIVATE OPENING

TO: Sonoc Company, LLC

FROM: R & B Contracting, Inc.

(Contractor)

In accordance with the Request for Proposal inviting proposals for Crosswater Parkway Extension to Pine Island Road Phase 2 JEA Water, Forcemain and Reuse Improvements, the undersigned proposes to perform all work necessary to construct a complete utility system, including water main, reclaimed water main and forcemain, as shown on the plans released for bid and the Geotechnical Report prepared by ECS Florida, LLC, and in accordance with all JEA and St. Johns County requirements, JEA Standards and Specifications, St. Johns County Standard Specifications and the Florida Department of Environmental Protection Potable Water and Domestic Wastewater permits.

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

**CROSSWATER PARKWAY EXTENSION TO PINE ISLAND ROAD PHASE 2
JEA WATER, FORCEMAIN AND REUSE IMPROVEMENTS**


BID SUMMARY

A. MOBILIZATION	\$	<u>30000.-</u>
B. PREVENTION CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION	\$	<u>1000.-</u>
C. WATER MAIN	\$	<u>215000.-</u>
D. RECLAIMED WATER MAIN	\$	<u>195000.-</u>
E. SANITARY SEWER FORCEMAIN	\$	<u>120000.-</u>
F. COORDINATION WITH OTHER ON-SITE CONTRACTORS	\$	<u>250.-</u>
G. STORMWATER POLLUTION PREVENTION PLAN	\$	<u>1500.-</u>
H. TESTING	\$	<u>8000.-</u>
I. AS-BUILTS	\$	<u>14000.-</u>
J. CONTRACTOR EDUCATION REQUIREMENTS/NEWRAP	\$	<u>1000.-</u>
K. BONDING	\$	<u>7000.-</u>

SUBTOTAL LUMP SUM BID (ITEMS A - K)

\$ 592750.-

submitted by:


Donna Brooks, President
R & B Contracting, Inc.
Post Office Box 11833
Jacksonville, FL 32239
(904) 646-3551
CUC053361

**CROSSWATER PARKWAY EXTENSION TO PINE ISLAND ROAD PHASE 2
JEA WATER, FORCEMAIN AND REUSE IMPROVEMENTS**

A. MOBILIZATION

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

TOTAL LUMP SUM PRICE ITEM A:	
\$ <u>30000. -</u>	(Numerals)
<u>Thirty Thousand, 00/100 Dollars</u>	(Written)

B. PREVENTION CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION

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

TOTAL LUMP SUM PRICE ITEM B:	
\$ <u>1000. -</u>	(Numerals)
<u>One Thousand, 00/100 Dollars</u>	(Written)

C. WATER MAIN

Includes the construction of the 12" and 16" JEA potable water mains within the Crosswater Parkway Extension Phase 2 right-of-away and offsite utility area, from Sta. 58+65+/- to easterly of the East right of way line of Pine Island Road, and within the offsite utility areas, as shown within the construction plans. Includes all pipe, valves, fittings, connection to the existing water distribution system, pressure testing, flushing, disinfection, bacteriological testing, locate wires and appurtenances, plugs, backfill and compaction to JEA and St. Johns County Standards of material over the pipe, and the removal, disposal and replacement of any unsuitable material encountered and all other work (including dewatering) necessary to complete the installation of the system. Additionally, this work includes the testing, JEA warranty and maintenance and other items not specifically mentioned, but necessary for a complete and operable system as shown on the drawings and in accordance with the JEA and Florida Department of Environmental Protection requirements.

TOTAL LUMP SUM PRICE ITEM C:	
\$ <u>215000. -</u>	(Numerals)
<u>Two Hundred Fifteen Thousand, 00/100 Dollars</u>	(Written)

D. RECLAIMED WATER MAIN

Includes the construction of the 12" and 16" JEA reclaimed water mains within the Crosswater Parkway Extension Phase 2 right of way and offsite utility area, from Sta. 58+65 +/- to easterly of the East right of way line of Pine Island Road, and within the offsite utility area, as shown within the construction plans. Includes all pipe, valves, fittings, connection to the existing reclaim water distribution system, pressure testing, flushing, locate wires and appurtenances, plugs, backfill and compaction to JEA and St. Johns County Standards of material over the pipe and the removal, disposal and replacement of any unsuitable material encountered and all other work (including dewatering) necessary to complete the installation of the system. This work also includes the testing, JEA warranty and maintenance and other items not specifically mentioned, but necessary for a complete and operable system as shown on the drawings and in accordance with the JEA and Florida Department of Environmental Protection requirements.

TOTAL LUMP SUM PRICE ITEM D:	
\$ 125000. -	(Numerals)
<i>One Hundred Twenty-five Thousand & no/100 Dollars</i>	(Written)

E. SANITARY SEWER FORCEMAIN

Includes the construction of the 6" JEA sanitary sewer forcemain within the Crosswater Parkway Extension Phase 2 right of way and offsite utility area, from Sta. 58+65 +/- to easterly of the East right of way line of Pine Island Road, and within the offsite utility areas, as shown within the construction plans. Includes all pipe, valves, fittings, connection to the existing sanitary sewer forcemain system, pressure testing, flushing, air release valves, locate wires and appurtenances, plugs, backfill and compaction to JEA and St. Johns County Standards of material over the pipe and the removal, disposal and replacement of any unsuitable material encountered and all other work (including dewatering) necessary to complete the installation of the system. This work also includes the testing, JEA warranty and maintenance and other items not specifically mentioned, but necessary for a complete and operable system as shown on the drawings and in accordance with the JEA and Florida Department of Environmental Protection requirements.

TOTAL LUMP SUM PRICE ITEM E:	
\$ 120000. -	(Numerals)
<i>One Hundred Twenty Thousand & no/100 Dollars</i>	(Written)

F. COORDINATION WITH OTHER ON-SITE CONTRACTORS

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

TOTAL LUMP SUM PRICE ITEM F:	
<u>\$250. -</u>	(Numerals)
<u>Two Hundred Fifty & no/100 Dollars</u>	(Written)

G. STORMWATER POLLUTION PREVENTION PLAN

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

TOTAL LUMP SUM PRICE ITEM G:	
<u>\$1500. -</u>	(Numerals)
<u>One Thousand Five Hundred & no/100 Dollars</u>	(Written)

H. TESTING

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

TOTAL LUMP SUM PRICE ITEM H:	
<u>\$8000. -</u>	(Numerals)
<u>Eight Thousand & no/100 Dollars</u>	(Written)

I. AS-BUILTS

Cost of providing **ALL** as-builts of the potable water system, reclaimed water systems, forcemain, FPL service infrastructure and site work as required by the JEA, Florida Department of Environmental Protection, FPL and St. Johns County.

TOTAL LUMP SUM PRICE ITEM I:	
\$ 14000. -	(Numerals)
<i>Fourteen Thousand & no Dollars</i>	(Written)

J. CONTRACTOR EDUCATION REQUIREMENTS / NEWRAP

Includes all costs of contractor education in accordance with project specifications.

TOTAL LUMP SUM PRICE ITEM J:	
\$ 1000. -	(Numerals)
<i>One Thousand & no Dollars</i>	(Written)

K. BONDING

K.1 PAYMENT AND PERFORMANCE BOND

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

SUB-TOTAL LUMP SUM PRICE ITEM K.1:	
\$ 6000. -	(Numerals)
<i>Six Thousand & no Dollars</i>	(Written)

K.2. CONTRACTOR'S WARRANTEE

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

SUB-TOTAL LUMP SUM PRICE ITEM K.2:	
\$ 1000. -	(Numerals)
<i>One Thousand & no Dollars</i>	(Written)

TOTAL LUMP SUM PRICE ITEM K:	
\$ 7000. -	(Numerals)
<i>Seven Thousand & no Dollars</i>	(Written)

Submitted by:

R & B Contracting, Inc.


Donna Brooks, President

4-10-20

DEVELOPER AND UTILITY SERVICE AGREEMENT

THIS DEVELOPER AND UTILITY SERVICE AGREEMENT (this "Agreement") is made and entered into on this 6th day of December, 2004, by and between SONOC COMPANY, LLC, a Delaware limited liability company, whose address is 4310 Pablo Oaks Court, Jacksonville, Florida 32224 (the "Developer"), and JEA, whose address is 21 W. Church Street, Jacksonville, Florida 32202.

RECITALS:

1. Developer is the owner and developer of a parcel of real property located in Duval County, Florida and St. Johns County, Florida and more particularly described on the attached **Exhibit "A"** which has been approved as a Development of Regional Impact, pursuant to St. Johns County Resolution No. 2001-30 and City of Jacksonville Ordinance No. 2001-13-E, as may be amended from time to time.
2. Developer intends to construct certain improvements on the Nocatee Property which are more particularly described on the attached **Exhibit "B"** (the "Nocatee Development Plan"), which will require Water, Sewer, and Reclaimed Water Capacity as described and defined in this Agreement.
3. Water, Sewer, and Reclaimed Water Capacity for the Nocatee Property is outlined in the projected capacity and phasing schedule attached as **Exhibit "C"** and shall be provided in the manner described below subject to the terms and conditions provided in this Agreement.
4. Developer and JEA desire to extend JEA's water, wastewater, and reclaimed water system ("JEA Utility System") to serve the Nocatee Property and to provide capacity in JEA's water and wastewater treatment plants and in JEA's reclaimed water facilities.
5. 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 Nocatee 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 "CDD" means any Community Development District having jurisdiction over the Nocatee Property as defined in Section 12.1 hereof.

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

2.4 "Developer" means SONOC COMPANY, LLC, a Florida limited liability company, its successors and assigns.

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

2.6 "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 Nocatee Property consisting of all Water, Sewer, and Reclaimed Water facilities located on the Nocatee Property that are not part of JEA Onsite Improvements or JEA System Improvements, as defined below.

2.7 "Development Unit" means a part of the Nocatee 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.

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

2.9 "FDOT means the Florida Department of Transportation.

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

2.11 "JEA Onsite Improvements" means that portion of the Water, Sewer, and Reclaimed Water facilities to be constructed within the Nocatee 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 Nocatee Property, as may be modified by JEA within one hundred and 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.

2.12 "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.

2.13 "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 Nocatee Property which are located outside of the Nocatee Property and those improvements located within the Nocatee Property as more particularly described on **Exhibit "E."**

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

2.15 "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.

2.16 "Nocatee 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.

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

2.18 "Nocatee Property" means the real property described on **Exhibit "A."**

2.19 "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.

2.20 "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.

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

2.22 "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.

2.23 "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.

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

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

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

2.27 "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.

2.28 "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.

2.29 "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, as amended from time to time.

2.30 "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 Nocatee 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 Nocatee 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 Nocatee Property.

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 Nocatee Capacity and Phasing Schedule. The Developer may modify the Nocatee Capacity and Phasing Schedule with 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 of 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 which are in conflict with the Manuals and shall resubmit the corrected or modified Plans and Specifications to JEA for further review within thirty (30) days of comments from JEA. JEA shall have, in case of each submittal, thirty (30) days 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 and will submit to JEA one copy of each permit issued for the project, e.g.: FDEP, SJRWMD, applicable FDOT, County right-of-way permits, railroad crossing approvals, etc.

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 in accordance with the JEA-approved Plans and Specifications and in accordance with the Manuals and applicable governmental requirements.

3.5 Prior to commencement of construction of any JEA Onsite Improvements, Developer shall comply with Section 3.9 and shall also 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 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. Upon completion of at least 50% of the total work to be performed under an applicable contract, and satisfactory review and approval of the Developer's application for payment by JEA's construction inspector, not later than thirty (30) days from the submittal to JEA of the approved application for payment in satisfactory form, JEA shall make a fifty percent (50%) progress payment on account of the contract price as to JEA Onsite Improvements. This fifty percent (50%) payment shall be measured by the Schedule of Values. Upon satisfactory completion of

the work in accordance with the project closeout and acceptance process, the Developer shall submit to JEA a request for final payment for the balance of the contract amount. Upon review and approval by the JEA project manager, JEA will pay the balance of the lump sum contract price, not later than thirty (30) days from the submittal to JEA of the approved request for final 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 Section 3.5 above 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.

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, JEA Manuals and applicable governmental and regulatory requirements.

3.9 Prior to acceptance of any Developer Onsite Improvements or portion thereof for ownership, operation and maintenance by JEA and prior to commencement of construction of JEA Onsite Improvements, the Developer shall, with

respect to such Developer Onsite Improvements or JEA Onsite Improvements or portions thereof constructed or otherwise provided to JEA, convey, grant or dedicate (or, as provided in Section 12.1, cause to be conveyed, granted or dedicated as to any property within the Nocatee 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 Nocatee 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 Developer Onsite Improvements 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, 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 against the Developer. JEA's right to specific performance shall not limit JEA's right to any other remedy allowed by this Agreement or applicable law.

3.11 The Developer shall be responsible for submitting all required documentation in form customary as established 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 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 as amended from time to time. All property owners and customers must provide at their expense necessary individual service lines to the Point of Delivery as a condition precedent to receiving Water, Sewer, and Reclaimed Water service from JEA.

5. Grant of Easements and Plant Sites.

5.1 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 system lies on the Nocatee 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 Nocatee Property. Nothing contained in this Agreement

shall prevent Developer or any subsequent owner of the Nocatee 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 Nocatee 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.

5.2 Developer agrees to convey to JEA, upon request of JEA, marketable fee simple title to that certain real property for a utility plant site as depicted on **Exhibit "G"** attached hereto (the "Plant Site"), which is approximately 5.3 acres and which must contain at least 5 upland acres, together with such non-exclusive easement for ingress and egress as is reasonably necessary for access to the Plant Site not less than 10 feet in width, provided that JEA shall make request for such conveyance not later than three (3) years from the date hereof. Such conveyance shall be made by special warranty deed, free and clear of all liens, claims, or encumbrances except those shown on **Exhibit G1** attached hereto to the extent such items do not interfere with JEA's use of the plant site, together with any additional encumbrances consented to by JEA in the future, which consent shall not be unreasonably withheld. JEA shall pay to Developer at closing of such conveyance the fair market value of the Plant Site as determined by an appraisal prepared by an MAI appraiser selected by JEA and mutually acceptable to JEA and Developer. The cost of the appraisal, survey, title insurance, taxes, recording costs, and any other closing costs related to the conveyance of the Plant Site shall be the obligation of JEA and Developer to be paid one-half by each.

6. Rates, Fees, and Charges. All Water, Sewer and Reclaimed Water Service shall be provided to the Nocatee 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 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 Nocatee 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 Nocatee Property as a nondiscriminatory basis with other user or customers in its 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 Nocatee 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 Nocatee Capacity and Phasing Schedule.

7.2 After the completed conveyance of Developer Onsite Improvements and the JEA Onsite Improvements to JEA, after payment of applicable rates, fees and charges, after the physical connection of a given customer installation to the JEA System, and after payment of all Water and Sewer Capacity Charges and Reclaimed Water Capacity Charges for the customer installation, JEA shall provide Water, Sewer and Reclaimed Water service to said customer installation in accordance with the terms and conditions of this Agreement and in accordance with the Nocatee Capacity and Phasing Schedule.

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 Nocatee 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 Nocatee 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 those provisions of the Nocatee Environmental Water Resource Plan ("NEWRAP") as identified on **Exhibit "F"** attached hereto and made a part hereof and 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 Nocatee 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 Nocatee Property shall engage in the business of providing Water, Sewer or Reclaimed Water Capacity to the Nocatee

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 Nocatee Property and to the occupants of each residence, building or unit constructed on the Nocatee Property so long as JEA is not in default under this Agreement and this Agreement remains in full force and effect.

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 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 and their respective authorized successors and assigns and no right or cause of action shall accrue by reason of this Agreement to or for the benefit of any third party not a party to this Agreement or an authorized successor or assignee of this Agreement. Notwithstanding the foregoing, purchasers of unplatted portions of the Nocatee 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, 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 (1) hand delivered to the official designated below, or (2) upon such receipt of such notice when deposited in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, addressed to a party at the address set forth under the parties name below or 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: Office of General Counsel
City of Jacksonville
117 West Duval Street, Suite 480
Jacksonville, Florida 32202

To Developer: Richard T. Ray, SONOC COMPANY, LLC
c/o The PARC Group
4314 Pablo Oaks Court
Jacksonville, Florida 32224

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 any affiliate of the Developer or to a third party, in either case in connection with a bona fide sale, lease or other conveyance of either all of the Nocatee Property, or any portion of the Nocatee Property to which the Water and Sewer Capacity or Reclaimed Water Capacity reserved relates, provided (i) JEA is notified in writing of such assignment, and (ii) such assignee assumes (and delivers a signed assumption agreement to JEA in form attached as **Exhibit "H"**) all of the Developer's liabilities and responsibilities under this Agreement as to the portion of the Nocatee 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 Nocatee Property as may be required under Section 3.9 to serve the portion of the Nocatee 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 Nocatee 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 "H."** 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 Duval County and 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 or St. Johns County, Florida.

16. Representations and Warranties.

16.1 Developer makes the following representations:

16.1.1 Developer is a limited liability company duly organized, validly existing and in good standing in the State of Delaware, 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 shall be valid and enforceable against Developer in accordance with its terms.

16.1.3 To the best of Developer'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 applicable order or regulation of any government authority having jurisdiction over Developer and compliance with this Agreement will not violate the terms and conditions of any agreement or instrument to which Developer is a party.

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 parties, 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.

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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.

FORM APPROVED BY:

JEA:

JEA

By: J.A. Dickenson
Signature
J.A. Dickenson
Print or Type Name
Managing Director/CEO
Title

FORM APPROVED BY
THE OFFICE OF
GENERAL COUNSEL

By: Gayle Petrie
Gayle Petrie
Assistant General Counsel

DEVELOPER:

SONOC COMPANY, LLC,
a Delaware limited liability company

By: _____
Signature

Print or Type Name

Title

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.

FORM APPROVED BY:

JEA:

JEA

By: _____
Signature

Print or Type Name

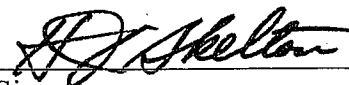
Title

FORM APPROVED BY
THE OFFICE OF
GENERAL COUNSEL

By: _____
Gayle Petrie
Assistant General Counsel

DEVELOPER:

SONOC COMPANY, LLC,
a Delaware limited liability company

By:  _____
Signature
H. J. SKELTON
Print or Type Name
PRESIDENT
Title

LIST OF EXHIBITS

- Exhibit "A" - Property
- Exhibit "B" - Nocatee Development Plan
- Exhibit "C" - Nocatee Capacity and Phasing Schedule
- Exhibit "D" - JEA Onsite Improvements
- Exhibit "E" - JEA System Improvements / Nocatee Property
- Exhibit "F" - Nocatee Environmental Water Resource Plan ("NEWRAP")
- Exhibit "G" - Plant Site
- Exhibit "G1" - Plant Site Encumbrances
- Exhibit "H" - Assumption Agreement

EXHIBIT "A"

Property

February 8, 2001
Revised Boundary

Work Order No. S98-354

Legal Description

NOCATEE

DUVAL COUNTY, FLORIDA

TRACT "A"

All of Sections 36, 46, and 55 and portions of Sections 25, 34, 35, 47, 48, 49, and 55, Township 4 South, Range 28 East, Duval County, Florida, being more particularly described as follows:

For Point of Beginning, commence at the point of intersection of the Southerly boundary of Section 34, Township 4 South, Range 28 East, with the Northeasterly right of way line of U.S. Highway 1, State Road No. 5, and run North $41^{\circ}50'26''$ West along said right of way line, a distance of 925.00 feet to a point; run thence North $76^{\circ}59'37''$ East, a distance of 4,715.0 feet to a point; run thence North $00^{\circ}37'02''$ West, a distance of 3635.0 feet to a point; run thence North $89^{\circ}34'10''$ East, a distance of 1,965.0 feet; run thence North $34^{\circ}06'08''$ East, a distance of 3,495.66 feet to a point on the Northerly boundary of Section 49; run thence North $75^{\circ}13'42''$ East along the Northerly boundary of Section 49 and 53, the same being Southerly boundary of Section 48 and along the Southerly boundary of Section 52, Township and Range aforementioned, and its Northeasterly projection, a distance of 6,620.76 feet to a point on the East line of Section 25, said Township and Range, run thence South $00^{\circ}54'07''$ East along last said Section line and along the East line of Section 36, a distance of 9,798.05 feet to its point of intersection with the Northwesterly right of way line of Palm Valley Road, County Road No. 210; run thence South $55^{\circ}21'50''$ West along said right of way line, a distance of 146.60 feet to a point on the South line of said Section 36; run thence South $89^{\circ}37'49''$ West along the South line of Sections 34, 35 and 36, a distance of 14,298.23 feet to the Point of Beginning.

August 6, 1999

Work Order No. S98-354

Legal Description

NOCATEE

ST. JOHNS COUNTY, FLORIDA

TRACT "B"

Portions of Section 19, 20, 28, 29, 30, 31, 32, 49, 50, 51, 55, 65, 66, and 67 Township 4 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

For Point of Beginning, commence at the Northwest corner of Section 30, said Township and Range and run North $38^{\circ}39'56''$ East along the North line of said Section, a distance of 1650.0 feet; run thence North $62^{\circ}02'54''$ East, a distance of 7,000.0 feet; run thence South $65^{\circ}26'10''$ East, a distance of 3133.63 feet; run thence South $17^{\circ}06'55''$ East, a distance of 3063.73 feet to the Northeasterly corner of that certain parcel of land described in Official Records Volume 97, Page 151, Public Records of said County; run thence South $76^{\circ}09'47''$ West, along the Northerly boundary of said parcel, a distance of 477.26 feet to the Northeasterly corner of that certain tract of land described in Official Records Book 673, Page 636 and 637, public records of said county; run thence South $88^{\circ}13'50''$ West along the Northerly boundary of said tract a distance of 622.02 feet to the Northwest corner thereof; run thence South $07^{\circ}59'59''$ East along the Westerly line of said tract and along the Westerly line of that parcel described in Official Records Book 368, page 550, a distance of 532.17 feet to a point on the line dividing Sections 28 and 35, Township and Range aforementioned; run thence South $86^{\circ}48'25''$ West along said Section line, a distance of 1,723.48 feet to the Northeast corner of that parcel identified as Parcel Six and described in documentation recorded in Official Records Volume 1084, Page 676, said public records. run thence South $11^{\circ}08'51''$ East along the Easterly line of said Parcel Six, a distance of 600.76 feet to the Northwesterly right of way line of Palm Valley Road, County Road No. 210; run thence South $55^{\circ}21'50''$ West along said right of way line, a distance of 11,438.24 feet to it's point of intersection with the Westerly line of Section 31, Township and Range aforementioned; run thence North $00^{\circ}54'07''$ West along said Westerly section line and along the Westerly line of Section 30, a distance of 10,614.31 feet to the Point of Beginning; less and except from the above described lands, the Northeast 1/4 of the Southeast 1/4 of Section 30, said Township and Range.

November 11, 1999

Work Order No. S98-354

Legal Description

TRACT "C"

All of Sections 58 and 64 and portions of Sections 29, 31, 32, 55, 57, 59, 60, 61 and 65, Township 4 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

For Point of Beginning, commence at the Southwest corner of Section 32, Township 4 South, Range 29 East, and run South $89^{\circ} 27' 34''$ West, along the Southerly line of said Township, a distance of 5,245.28 feet to its point of intersection with the Southeasterly right of way line of Palm Valley Road, County Road No. 210; run thence Northeasterly, along said right of way line, as follows: first course, North $55^{\circ} 21' 50''$ East, a distance of 11,609.31 feet to a point of curvature; second course, along the arc of a curve concave Southeasterly with a radius of 942.73 feet, an arc distance of 392.05 feet to the point of tangency of said curve, said arc being subtended by a chord bearing North $67^{\circ} 15' 54''$ East and distance of 389.23 feet; third course, North $79^{\circ} 09' 57''$ East, a distance of 1,439.56 feet to the extreme Westerly corner of that certain tract described in deed recorded in Official Records 664, Page 1159, Public Records of said County; run thence South $18^{\circ} 09' 43''$ East, departing said right of way line, a distance of 2633.45 feet; run thence South $82^{\circ} 53' 46''$ East, a distance of 711.15 feet; run thence South $09^{\circ} 41' 05''$ East, a distance of 4351.59 feet to a point on aforesaid Southerly line of Township 4 South, Range 29 East; run thence South $89^{\circ} 27' 34''$ West, along said Township line, a distance of 8263.12 feet to the Point of Beginning.

LESS AND EXCEPT: Those lands described in instrument recorded in Official Records Book 1097, Page 1072 and Official Records Book 1443, Page 1680, Public Records of said County.

May 6, 1999

Work Order No. S98-354

Legal Description

TRACT "D"

Portions of Sections 57 and unsurveyed Section 34, Township 4 South, Range 29 East, St. Johns County, Florida being more particularly described as follows:

For Point of Reference, commence at the Southwest corner of Section 32, Township 4 South, Range 29 East, and run North $39^{\circ} 27' 34''$ East, along the Southerly line of said Township, a distance of 14,134.03 feet to its point of intersection with the Westerly right of way line of Florida East Coast Canal (Intracoastal Waterway) as recorded in Map Book 4, Pages 63 through 78, Public Records of St. Johns County, Florida and the Point of Beginning.

From the Point of Beginning thus described, run North $25^{\circ} 45' 44''$ West along said Westerly right of way line, a distance of 2,500.00 feet; run thence South $49^{\circ} 50' 45''$ West, departing said line, a distance of 3,546.61 feet to a point on aforesaid Southerly Township line; run thence North $39^{\circ} 27' 34''$ East, along said Township line, a distance of 3,798.13 feet to the Point of Beginning.

LESS AND EXCEPT any portion of the above described lands lying below the mean high water line of the Tolomato River.

November 16, 1999

Work Order No. S98-354

Legal Description

TRACT "E"

Parcel 1

A part of Sections 1, 2, 3 and 11, all in Township 5 South, Range 28 East, St. Johns County, Florida, being all of those lands described as Parcel 1 in Deed recorded in Official Records Book 979, Page 1807 and Official Records Book 979, Page 1810, Public Records of said County.

Less and Except those certain parcels identified as PARCEL "D" and PARCEL "E" and described in document recorded at Official Records Book 1453, Page 651, said Public Records.

November 11, 1999

Work Order No. S98-354

Legal Description

TRACT "E"

Parcel 2

A part of Section 2, Township 5 South, Range 28 East, St. Johns County, Florida, being all of those lands described as Parcel 2 in Deeds recorded in Official Records Book 979, Page 1807 and Official Records Book 979, Page 1810, Public Records of said County.

January 13, 2000

Work Order No. S98-354

Legal Description

TRACT "F"

A tract of land comprised of the East 1/2 of Section 12 and the Northeast 1/4 of Section 13, Township 5 South, Range 28 East, St. Johns County, Florida, less and except that portion lying within the boundary of Subdivision of Hilden recorded in Map Book 3, Page 59, of the Public Records of said County.

Less and except the following described parcel:

A part of Section 13, Township 5 South, Range 28 East, St. Johns County, Florida, being more particularly described as follows:

For the Point of Beginning, commence at the intersection of the Southerly right of way line of North East Second Street, a 40 foot right of way as shown on plat of Subdivision of Hilden, recorded in Map Book 3, Page 59 of the public records of said county, with the Northeasterly right of way line of Fifth Avenue, a 40 foot right of way as shown on said plat of Subdivision of Hilden; thence South $52^{\circ} 48' 30''$ West, along the Southerly right of way line, 533 feet to the Easterly line of those lands as described and recorded in Official Records Book 1230, Page 1155, of said public records; thence South $00^{\circ} 43' 53''$ East, along said Easterly line, 222 feet to the Northerly line of those lands described and recorded in Official Records Book 703, Page 781, of said public records; thence North $88^{\circ} 24' 40''$ East, along the Northerly lines of the lands described and recorded in said Official Records Book 703, Page 781, Official Records Book 704, Page 1135, Official Records Book 807, Page 1537, and Official Records Book 1185, Page 526, all being recorded in said public records, 944 feet to an intersection with the Southeasterly proiongation of said Northeasterly right of way line of Fifth Avenue; thence North $40^{\circ} 54' 24''$ West, along said Southerly proiongation, 730 feet to the Point of Beginning.

September 10, 1999

Work Order No. S98-354

TRACT "G"

That portion of Section 37, Township 5 South, Range 28 East, St. Johns County, Florida described in deed recorded at Official Records Book 675, Page 350, public records of said county.

September 10, 1999

Work Order No. S98-354

TRACT "H" --
Parcel 1

A tract of land comprised of all or portions of surveyed and unsurveyed Sections 3, 10 and 15; all of Sections 4, 5, 7, 8, 9, 16, 17, 18, 20, 21, 39, 62, 63, 64, 65, 66, and portions of Sections 6, 19 and 61, Township 5 South, Range 29 East, St. Johns County, Florida, said tract being more particularly described as follows:

For Point of Beginning, commence at the Northeast corner of Section 6, Township 5 South, Range 29 East, and run South $89^{\circ} 27' 34''$ West, along the Northerly line of said Section, a distance of 5245.38 feet to its point of intersection with the Southeasterly right of way of Palm Valley Road, County Road No. 210; run thence South $55^{\circ} 21' 50''$ West, along said right of way line, a distance of 68.75 feet to a point on the Westerly boundary of said Section; run thence South $00^{\circ} 55' 57''$ West, along said Section line, a distance of 5407.34 feet to the Southwest corner of said Section; run thence South $02^{\circ} 32' 48''$ East, along the Westerly boundary of Section 7, said Township and Range, a distance of 5351.05 feet to the Southwest corner thereof; run thence South $01^{\circ} 38' 27''$ East, along the Westerly line of Section 12, said Township and Range, a distance of 4909.80 feet to the Northwesterly corner of Section 40; run thence along the boundary of said Section 40 as follows: first course, South $55^{\circ} 40' 59''$ East, a distance of 1237.09 feet; second course, South $79^{\circ} 34' 02''$ East, a distance of 539.79 feet; third course, South $07^{\circ} 57' 59''$ East, a distance of 1679.42 feet; fourth course, North $59^{\circ} 54' 33''$ West, a distance of 2797.08 feet to the Southwesterly corner of said Section; run thence South $01^{\circ} 29' 54''$ East, along the Westerly line of Section 19, aforesaid Township and Range, a distance of 395.62 feet to the Northeast right of way line U.S. Highway 1, State Road No. 5; run thence South $37^{\circ} 55' 24''$ East, along said right of way line, a distance of 3131.90 feet to its point of intersection with the Northerly line of Section 41, said Township and Range and the Northerly boundary of Woodland Heights according to the plat recorded in Map Book 3, Page 78, Public Records of St. Johns County, Florida; run thence South $74^{\circ} 56' 37''$ East, along said Section line and subdivision line, a distance of 1096.67 feet; run thence North $13^{\circ} 29' 52''$ West, along said subdivision line, a distance of 183.21 feet; run thence North $02^{\circ} 39' 45''$ East, along said subdivision line, a distance of 265.41 feet; run thence South $89^{\circ} 01' 13''$ East, along said subdivision line and its Easterly projection, a distance of 574.74 feet to the Easterly right of way line of Old Dixie Highway lying on the Westerly line of Official Records Book 1353, Page 1476, Public Records of said County; run thence South $15^{\circ} 19' 35''$ East, along said line, a distance of 1354.50 feet to a point on the Southerly boundary of aforementioned Section 19; run thence North $88^{\circ} 50' 30''$ East, along said Southerly boundary, a distance of 1401.68 feet to the Southeast corner of said Section; run thence North $89^{\circ} 10' 44''$ East along the Southerly line of Sections 20 and 21, and its Easterly projection, a distance of 2762.95 feet, more or less to the center of the run of an unnamed creek (Sweetwater Creek); run thence Northeasterly along the center of said run following the meanderings of same, to its point of intersection with the line dividing unsurveyed Sections 15 and 22, said point of intersection bearing North $22^{\circ} 40' 40''$ East and distance 5998.15 feet from last said point; run thence North $89^{\circ} 17' 02''$ East, along said Section line, a distance of 2378.54 feet to a point on the Westerly right of way line of the Intracoastal Waterway, per Deed Book 193, Page 387, Public Records of said County; run thence in a Northerly direction along the West edge of the waters of the Tolomato River to a point on the North boundary of said Township 5 South, Range 29 East, said waters edge being traversed as follows: first course, North $07^{\circ} 25' 34''$ West, along said Westerly right of way

September 10, 1999

Work Order No. S98-354

TRACT "H"
Parcel 1

line of the Intracoastal Waterway, a distance of 1870.17 feet; second course, North 36° 44' 53" East continuing along said right of way line, a distance of 202.90 feet; third course, North 14° 22' 06" East, a distance of 8564.35 feet to a point on said Westerly right of way line of the Intracoastal Waterway; fourth course, North 07° 59' 12" West along said right of way line, a distance of 740.00 feet; fifth course, North 21° 43' 09" West along said right of way line, a distance of 3362.70 feet; sixth course, North 25° 49' 03" West, along said right of way line, a distance of 1899.59 feet to the point of termination of said traverse on the Northerly boundary of said Township; run thence South 89° 27' 34" West, along said Township line, a distance of 14134.03 feet to the Point of Beginning.

LESS AND EXCEPT all of that portion of Government Lot 10, Section 19, Township 5 South, Range 29 East, St. Johns County, Florida, lying East of the Easterly right of way line of Old Dixie Highway as described in deed recorded in Official Records Book 1355, Page 1476, public records of said County.

LESS AND EXCEPT any portion of the above described lands lying below the mean high water line of the Tolomato River.

September 10, 1999

Work Order No. 98-354

TRACT "H"
Parcel 2

All of that portion of Government Lot 10, Section 19, Township 5 South Range 29 East, St. Johns County, Florida, lying East of the Easement right of way line of Old Dixie Highway as described in deed recorded in Official Records Book 1353, Page 1476, public records of said County.

February 8, 2001

Work Order No. S98-354

TRACTS "A", "B", "C", "D", "E" (Parcel 1 and Parcel 2), "F", "G", "H" (Parcel 1 and Parcel 2) described above are less and except the following described Nocatee Preserve Parcel:

A parcel of land lying in a portion of unsurveyed Section 34 and a portion of Section 57, the William Travers Grant all lying within Township 4 South, Range 29 East, St. Johns County, Florida, together with all of fractional Sections 3 and 10, and all of Section 66, the William Travers or Smith Grant, together with a portion of fractional Sections 4, 9, 15, and 16, unsurveyed Sections 3, 10 and 15, a portion of Section 39, the Hannah Smith Grant, a portion of Section 62, the William Travers Grant, a portion of Section 65, the William Travers Grant, all lying within Township 5 South, Range 29 East, St. Johns County, Florida and being more particularly described as follows:

For a Point of Reference, commence at the corner common to Sections 19, 20, 29 and 30 of said Township 5 South, Range 29 East; thence North $39^{\circ}09'44''$ East, along the dividing line of said Sections 20 and 29, a distance of 200.00 feet to a point; thence North $00^{\circ}53'59''$ West, departing said dividing line, a distance of 21,013.50 feet; thence North $89^{\circ}28'13''$ East, 7345.53 feet to the Point of Beginning.

From the Point of Beginning, continue thence North $89^{\circ}28'13''$ East, 2002.82 feet to a point; thence North $49^{\circ}45'40''$ East, 2486.26 feet more or less to a point lying on the Westerly Mean High Water Line of the Tolomato River; thence Northeasterly along the meanderings of said Westerly Mean High Water Line, 1,536 feet, more or less to a point which bears North $49^{\circ}45'40''$ East and lies 891.44 feet distant from last said point; thence continue North $49^{\circ}45'40''$ East, 553.42 feet more or less to a point lying on the Westerly line of the Florida East Coast Canal (Intracoastal Waterway) as depicted on plat thereof, recorded in Map Book 4, Pages 68 through 78 of the Public Records of said County; thence South $25^{\circ}27'19''$ East, along said Westerly line, 658.77 feet more or less to an intersection with said Westerly Mean High Water Line of the Tolomato River; thence, departing said Westerly canal line, Southwesterly, Southerly and Northeasterly, along meanderings of said Westerly Mean High Water Line, 4890 feet, more or less to an intersection with said Westerly line of said canal which bears South $25^{\circ}27'19''$ East and lies 882.67 feet distant from last said point; thence South $25^{\circ}27'19''$ East, along said Westerly canal line, 475.74 feet more or less to an intersection with said Westerly Mean High Water Line of the Tolomato River; thence Southerly along the meanderings of said Westerly Mean High Water Line, 33,500 feet more or less, to its convergence with the Northerly Mean High Water Line of the Northerly prong of Smith Creek which bears South $12^{\circ}08'19''$ West and lies 6736.68 feet distant from last said point; thence Northwesterly, along the meanderings of said Northerly Mean High Water Line of Smith Creek, 6340 feet more or less to its convergence with the Southerly Mean High Water Line of said Northerly prong of Smith Creek which bears North $50^{\circ}08'35''$ West and lies 2947.90 feet distant from last said point; thence Southeasterly, along the meanderings of said Southerly Mean High Water Line, 4590 feet more or less to its convergence with the Northerly Mean High Water Line of the Southerly prong of said Smith Creek which bears South $44^{\circ}01'31''$ East and lies 2750.85 feet distant from last said point; thence Southwesterly, along said Northerly Mean High Water Line, 3210 feet more or less to its convergence with the Southerly Mean High Water Line of said Southerly prong of Smith Creek which bears South $59^{\circ}59'47''$ West and lies 1535.26 feet distant from last said point; thence Northeasterly, along the meanderings of said Southerly Mean High Water Line, 4,950 feet more or less to its convergence with said Westerly Mean High Water Line of said Tolomato River which bears North $78^{\circ}09'08''$ East and lies 2092.17 feet distant from last said point; thence Southerly along the meanderings of said Westerly mean high water line, 50,020 feet, more or less, to its intersection with the Northeasterly line of that portion of the Intracoastal Waterway described and recorded in Deed Book 193, Page 387 (Parcel RWN 231-B) of the Public Records of St. Johns County, Florida which bears South $11^{\circ}08'21''$ East and lies 7496.56 feet distant from last said point; thence North $53^{\circ}26'01''$ West, along said Northeasterly line, 123.75 feet, more or less, to an intersection with said Westerly mean high water line; thence Northerly, Northwesterly and Southwesterly departing said Northwesterly line of Parcel RWN 231-B, and along said Westerly Mean High Water Line of the Tolomato River, 190 feet, more or less, to an intersection with the Northwesterly line of said parcel which bears South $56^{\circ}09'33''$ West and lies 132.37 feet distant from last said point; thence South $36^{\circ}33'59''$ West, along said Northwesterly line of Parcel RWN 231-B, 78.19 feet, more or less, to the

Northwesterly corner thereof; thence South 07° 36' 28" East, along the West line of said parcel, 72.81 feet, more or less, to an intersection with said Westerly Mean High Water Line of the Tolomato River; thence Northwesterly, Southwesterly, Southerly and Easterly along the meanderings of said Westerly mean high water line, 2025 feet, more or less, to an intersection with said West line of Parcel RWN 231-B which bears South 07° 36' 28" East and lies 228.65 feet distant from last said point; thence continue South 07° 36' 28" East, departing said Westerly Mean High Water Line of the Tolomato River, along said West line of Parcel RWN 231-B, a distance of 1558.54 feet, more or less, to the Southwest corner of said parcel, said point also lying on the Easterly prolongation of the line dividing said Section 15 and Section 22 of said Township 5 South, Range 29 East; thence South 88° 59' 50" West, along said Easterly prolongation and along said line dividing Sections 15 and 22, a distance of 2392.50 feet more or less to its intersection with the Northerly Mean High Water Line of Deep Creek; thence Northwesterly, along the meanderings of said Northerly Mean High Water Line, 959 feet, more or less to a point which bears North 40° 12' 46" West and lies 661.31 feet distant from last said point; thence North 03° 47' 40" East, departing said Northerly Mean High Water Line of Deep Creek, 163.23 feet more or less; thence sequentially, along the following ninety-five (95) line courses to the Point of Beginning:

LINE TABLE		
LINE	BEARING	LENGTH
L1	N07°22'26"E	176.12
L2	N41°37'28"W	251.83
L3	N09°17'15"E	138.89
L4	N44°47'01"W	262.77
L5	N20°04'35"E	91.20
L6	N46°35'35"W	55.27
L7	N73°58'12"W	460.71
L8	S66°23'32"W	186.99
L9	N12°41'19"E	333.25
L10	N35°40'35"W	425.76
L11	N13°12'44"E	168.30
L12	N08°17'55"W	207.81
L13	S94°21'30"W	42.83
L14	N39°38'46"W	88.90
L15	N09°12'28"W	304.23
L16	N17°50'38"W	277.95
L17	N01°52'17"E	208.02
L18	N10°56'17"E	55.52
L19	N66°40'52"W	86.35
L20	N01°33'03"E	72.16
L21	N05°07'43"W	227.92
L22	N61°54'04"W	128.63
L23	N06°58'37"W	531.32
L24	N14°58'55"E	221.67
L25	N34°15'51"W	266.06
L26	N01°39'42"E	176.26
L27	N52°28'54"W	267.22
L28	N05°24'46"E	417.49
L29	N22°37'02"E	58.49
L30	N13°55'38"W	980.21
L31	N09°37'32"W	50.36
L32	N05°01'33"E	84.80
L33	N05°23'42"W	141.39
L34	N05°19'40"W	675.85
L35	N05°16'15"W	120.59
L36	N53°01'04"E	24.74
L37	N27°35'22"W	128.62
L38	N02°43'26"W	113.00
L39	N18°54'00"W	192.25
L40	S74°43'35"W	245.26
L41	N29°58'13"W	170.14
L42	S27°28'13"W	226.08
L43	S62°26'12"W	98.07
L44	S45°53'19"W	71.58
L45	N77°33'54"W	209.23
L46	N07°42'42"W	265.58
L47	N07°38'37"W	155.90
L48	N41°36'21"E	141.09
L49	N55°17'33"W	155.27

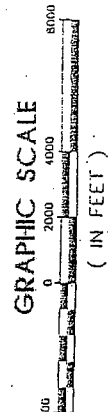
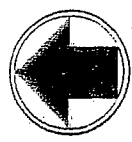
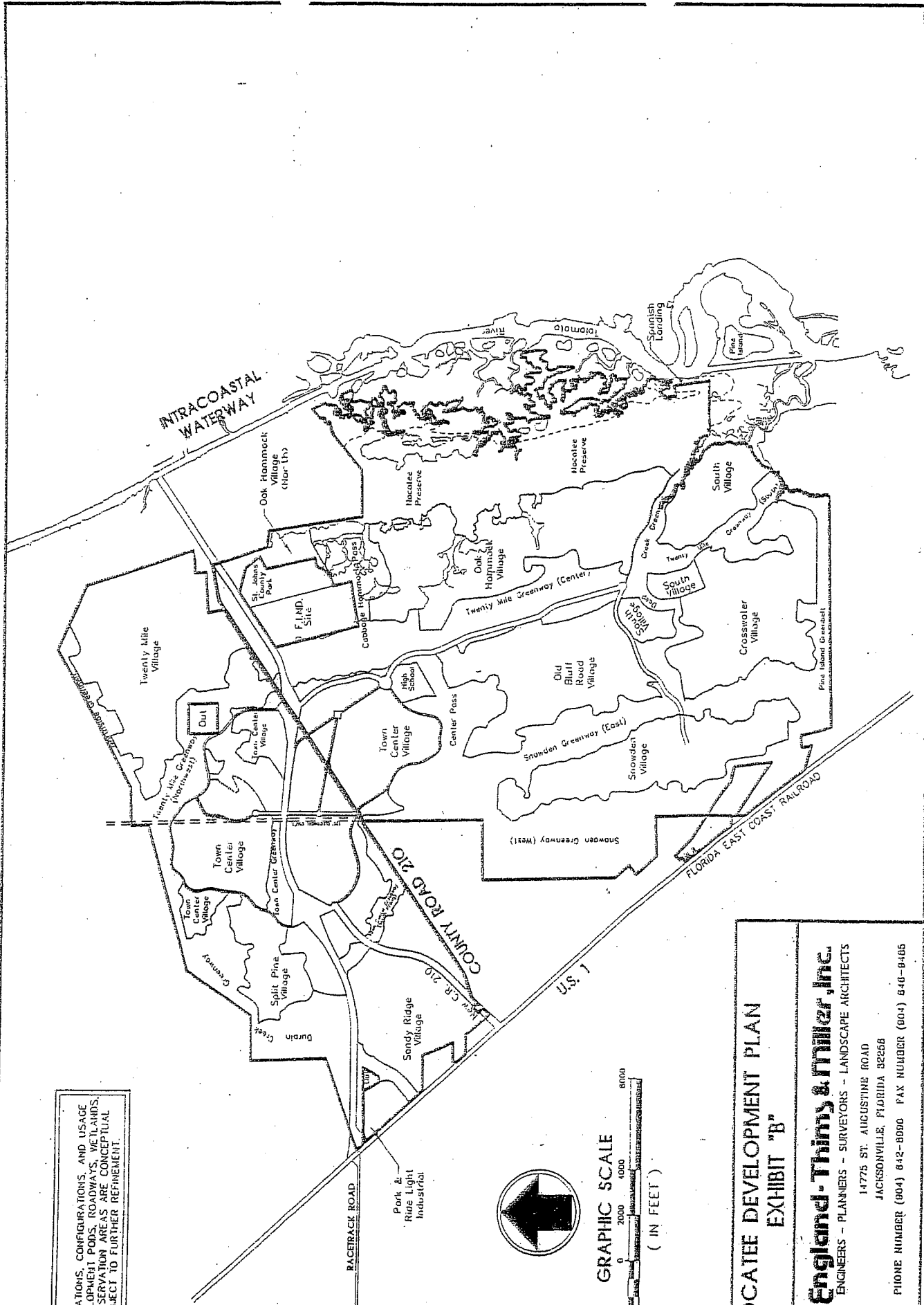
LINE TABLE		
LINE	BEARING	LENGTH
L51	N34°20'54"W	72.29
L52	N28°31'37"E	133.26
L53	S89°25'49"E	185.09
L54	N68°14'47"E	318.46
L55	N62°45'55"E	90.66
L56	N28°21'33"E	135.91
L57	N69°15'05"W	215.89
L58	N47°56'00"W	108.98
L59	N14°28'02"W	161.52
L60	N37°32'55"E	207.83
L61	N67°04'18"W	88.99
L62	N32°21'17"W	371.08
L63	S62°46'13"W	115.25
L64	S62°37'42"W	157.42
L65	N47°39'50"W	159.04
L66	S79°45'15"W	253.82
L67	N68°14'58"W	288.16
L68	N66°30'26"W	752.54
L69	N27°49'10"E	318.60
L70	S61°18'54"E	474.32
L71	N15°29'44"E	558.14
L72	N74°34'16"E	264.64
L73	S69°31'33"E	447.34
L74	N52°37'35"E	373.46
L75	N71°25'20"E	235.13
L76	N28°13'07"E	183.33
L77	N52°37'35"E	81.68
L78	N04°04'59"W	351.09
L79	N37°44'34"W	82.83
L80	N37°33'05"W	226.82
L81	N29°30'52"W	85.59
L82	N89°04'46"W	256.36
L83	S65°52'56"W	358.10
L84	N01°27'15"W	704.94
L85	N31°11'22"E	69.55
L86	N67°19'49"E	265.21
L87	N04°54'52"W	233.03
L88	N04°42'49"W	155.02
L89	N20°39'16"E	228.79
L90	N23°40'33"W	643.89
L91	N09°46'35"W	38.85
L92	N41°22'00"E	139.60
L93	N26°51'41"W	139.08
L94	N18°40'47"W	37.35
L95	N05°45'41"W	179.80
L96	N45°06'38"E	227.49

Less and except any portions thereof lying within the lands described and recorded in Deed Book 193, Page 387 (Parcel RWN 231-B), and the lands depicted in Map Book 4, Pages 68 through 78 of the Public Records of said county.

EXHIBIT "B"

Nocatee Development Plan

NOTE:
 THE LOCATIONS, CONFIGURATIONS, AND USAGE OF DEVELOPMENT PONS, ROADWAYS, WETLANDS, AND PRESERVATION AREAS ARE CONCEPTUAL AND SUBJECT TO FURTHER REFINEMENT.



NOCATEE DEVELOPMENT PLAN
EXHIBIT "B"

England, Thims & Miller, Inc.
 ENGINEERS - PLANNERS - SURVEYORS - LANDSCAPE ARCHITECTS
 14775 ST. AUGUSTINE ROAD
 JACKSONVILLE, FLORIDA 32256
 PHONE NUMBER (904) 842-8080 FAX NUMBER (904) 840-8405

EXHIBIT "C"

Nocatee Capacity and Phasing Schedule

EXHIBIT "C"

SUMMARY OF WATER, WASTEWATER AND REUSE DEMANDS

Phase	Water		Wastewater		Reuse**	
	ADF* (MGD)	Cumulative ADF* (MGD)	ADF* (MGD)	Cumulative ADF* (MGD)	ADF* (MGD)	Cumulative ADF* (MGD)
Phase 1						
2004-2008	0.729	0.729	0.614	0.614	1.228	1.228
Phase 2						
2009	0.222	0.951	0.188	0.802	0.168	1.396
2010	0.222	1.173	0.188	0.990	0.168	1.564
2011	0.222	1.396	0.188	1.179	0.168	1.732
2012	0.222	1.618	0.188	1.367	0.168	1.900
2013	0.222	1.840	0.188	1.555	0.168	2.068
Phase 3						
2014	0.299	2.139	0.257	1.812	0.790	2.858
2015	0.299	2.438	0.257	2.069	0.140	2.999
2016	0.299	2.736	0.257	2.326	0.140	3.139
2017	0.299	3.035	0.257	2.583	0.140	3.280
2018	0.299	3.334	0.257	2.840	0.140	3.420
Phase 4						
2019	0.284	3.618	0.243	3.083	0.788	4.208
2020	0.284	3.903	0.243	3.325	0.138	4.346
2021	0.284	4.187	0.243	3.568	0.138	4.485
2022	0.284	4.472	0.243	3.810	0.138	4.623
2023	0.284	4.756	0.243	4.053	0.138	4.761
Phase 5						
2024	0.273	5.029	0.231	4.284	0.126	4.887
2025	0.273	5.302	0.231	4.515	0.126	5.013
2026	0.273	5.575	0.231	4.747	0.126	5.138
2027	0.273	5.848	0.231	4.978	0.126	5.264
2028	0.273	6.121	0.231	5.209	0.126	5.390

* ADF - Average Daily Flow

** An additional 20% reuse demand will be provided by on-site stormwater.

EXHIBIT "D"

JEA Onsite Improvements

LEGEND

— WATER MAIN

A DEVELOPMENT POD DESIGNATION

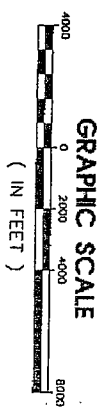
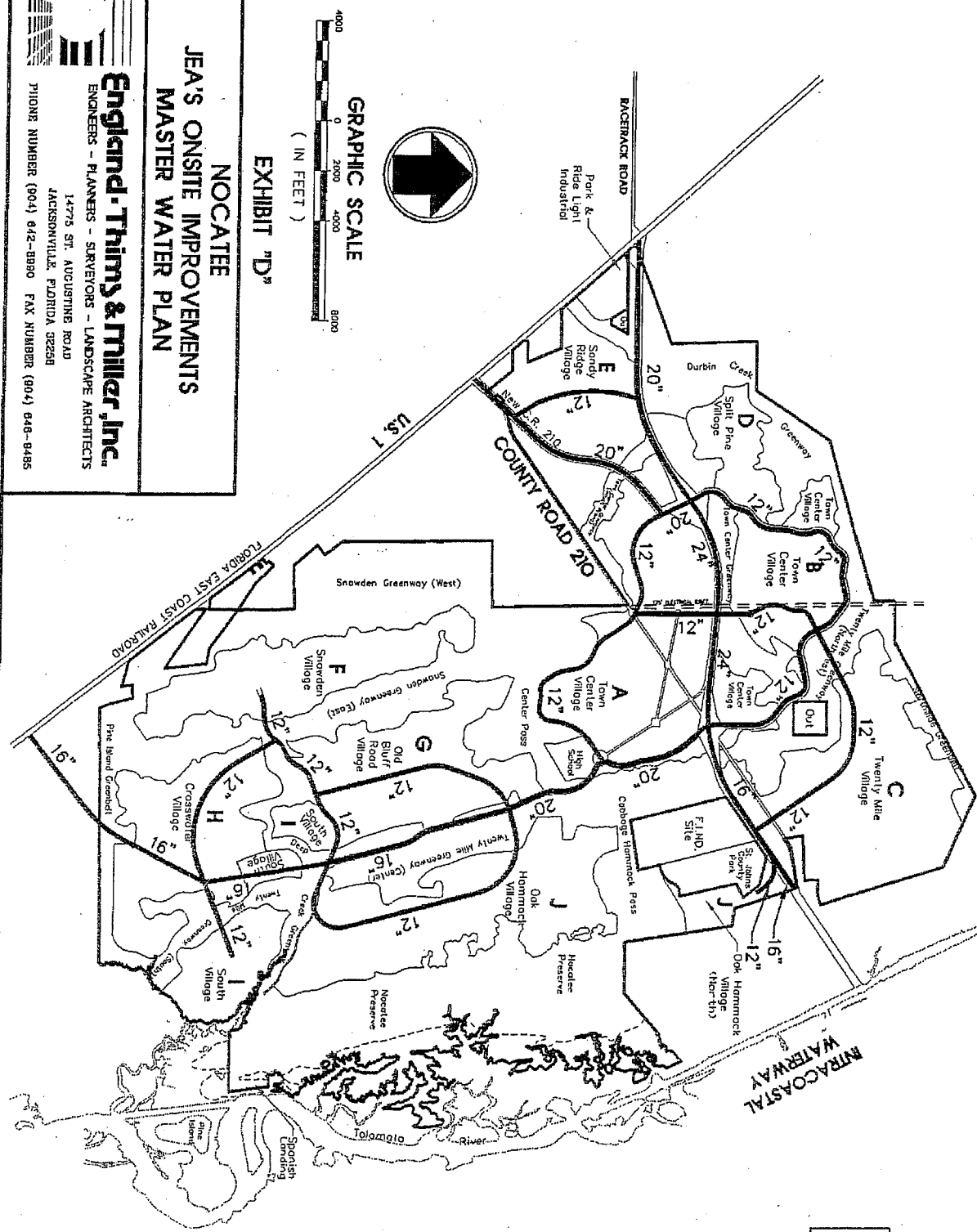


EXHIBIT "D"

NOCATEE
JEAS ONSITE IMPROVEMENTS
MASTER WATER PLAN

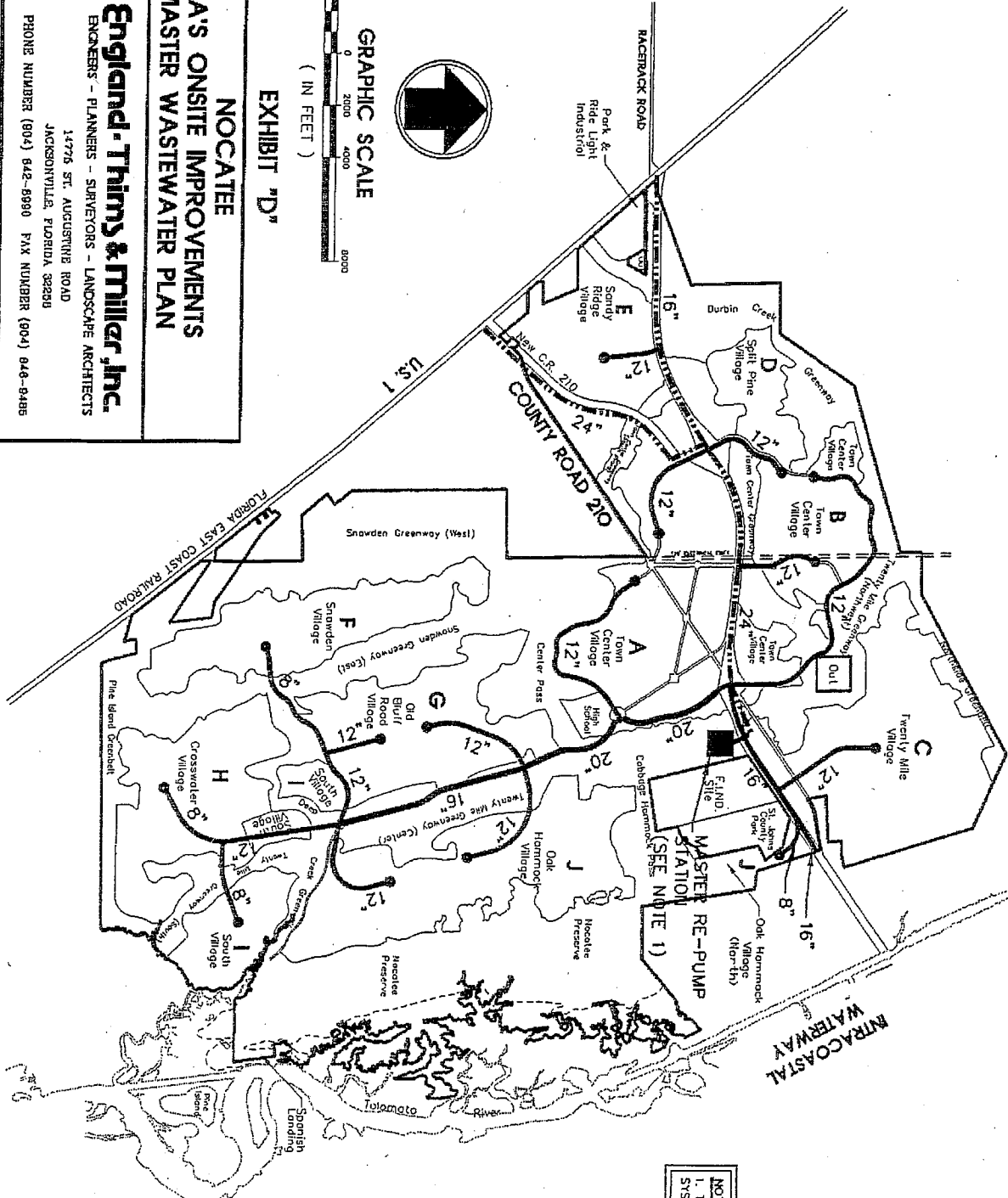


England-Thimys & Miller, Inc.
ENGINEERS - PLANNERS - SURVEYORS - LANDSCAPE ARCHITECTS
14775 ST. ADJUSTING ROAD
JACKSONVILLE, FLORIDA 32258
PHONE NUMBER (904) 642-8890 FAX NUMBER (904) 646-8485

DATE: November 18, 2004
ETM JOB NO. E 98-40-12

LEGEND	
—	FORCE MAIN TO RE-PUMP STATION
- - -	FORCE MAIN TO WTP
●	MASTER PUMP STATION (RE-PUMP)
○	REGIONAL PUMP STATION
A	DEVELOPMENT POP DESIGNATION

NOTE
1. THE MASTER RE-PUMP STATIONS ARE JEA'S SYSTEM IMPROVEMENTS. SEE EXHIBIT 'E'.

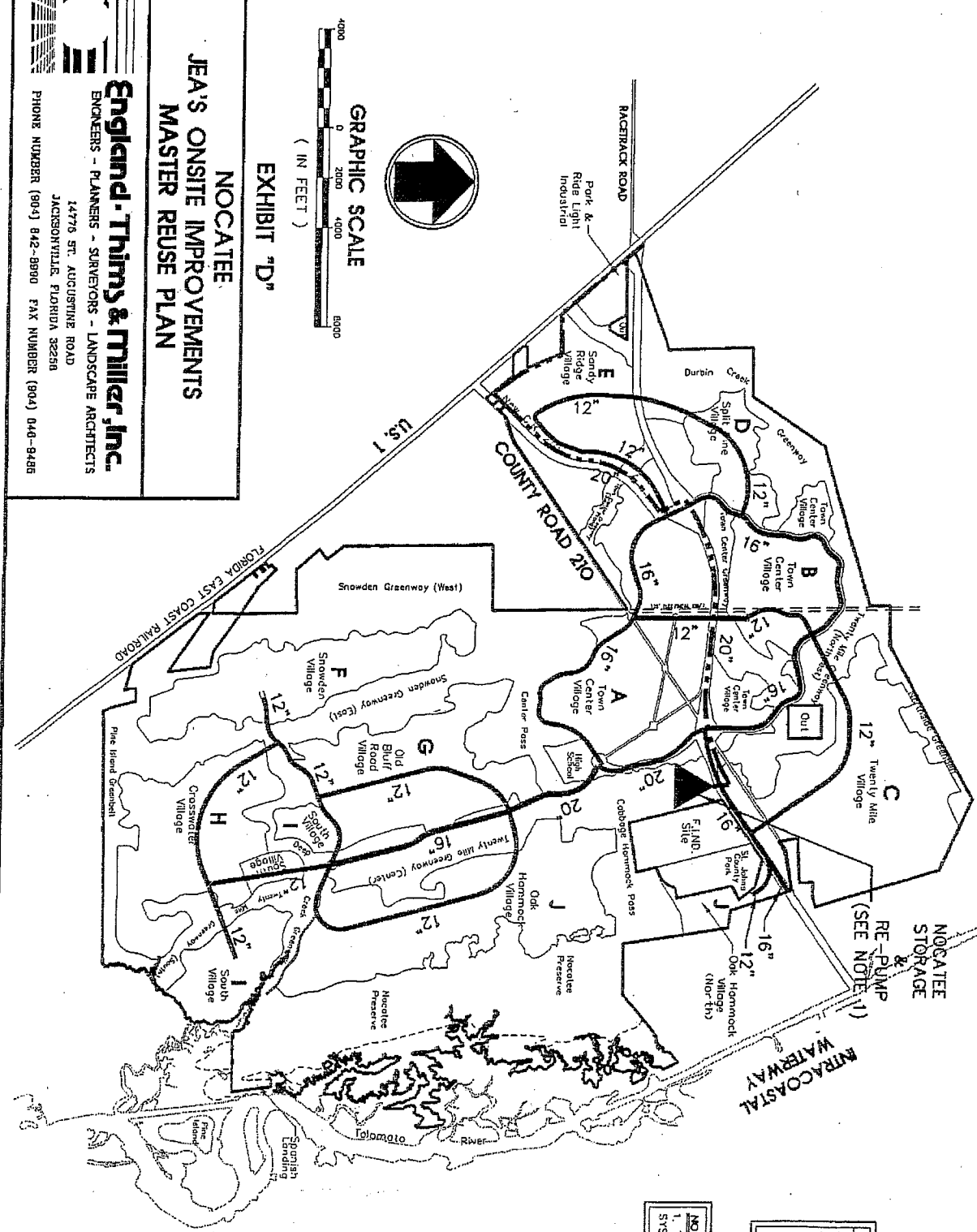


**NOCATEE
JEA'S ONSITE IMPROVEMENTS
MASTER WASTEWATER PLAN**



England-Thimms & Miller, Inc.
ENGINEERS - PLANNERS - SURVEYORS - LANDSCAPE ARCHITECTS
14776 ST. AUGUSTINE ROAD
JACKSONVILLE, FLORIDA 32228
PHONE NUMBER (904) 942-8890 FAX NUMBER (904) 942-9485

DATE: November 18, 2004
ETM JOB NO. E 98-40-12



LEGEND

- REUSE PRESSURE MAIN
- REUSE LOW PRESSURE FROM WWP
- REUSE DISTRIBUTION PLANT
- DEVELOPMENT PFD DESIGNATION

NOTE
 1. THE REUSE DISTRIBUTION PLANT IS JEA'S SYSTEM IMPROVEMENT. SEE EXHIBIT 'E'.

**NOCATEE
 JEA'S ONSITE IMPROVEMENTS
 MASTER REUSE PLAN**

England, Thimms & Miller, Inc.
 ENGINEERS - PLANNERS - SURVEYORS - LANDSCAPE ARCHITECTS
 14776 ST. AUGUSTINE ROAD
 JACKSONVILLE, FLORIDA 32218
 PHONE NUMBER (904) 842-9900 FAX NUMBER (904) 840-9486

DATE: November 18, 2004
 ETM JOB NO. E 98-40-12

EXHIBIT "E"

JEA System Improvements / Nocatee Property

EXHIBIT "E"

JEA'S SYSTEM IMPROVEMENTS

JEA shall provide the following improvements, which may be provided within the Nocatee Project:

1. **Master Re-Pump Stations** used to re-pump wastewater from the Regional Pump Stations to the wastewater treatment plant, including but not limited to, pumps, wetwells, buildings, land, mechanical and electrical facilities, odor control and standby power.
2. **Reuse Distribution Plant** used for the storage and pumping for the distribution at pressure of reclaimed water including but not limited to storage facilities, pumps, buildings, land, mechanical and electrical facilities and standby power.

EXHIBIT "F"

Nocatee Environmental Water Resource Plan
("NEWRAP")

EXHIBIT "F"

NEWRAP COMPONENTS

- ✓ There shall be no wastewater effluent discharges to the Tolomato River.
- ✓ There shall be no water treatment plant or wastewater treatment plant located within the boundaries of the Nocatee Development.
- ✓ There shall be no reliance on groundwater withdrawal within the Nocatee Development to meet potable water demands from the Development.
- ✓ Irrigation demands throughout the Nocatee Development, including single-family residential areas, shall be met with reclaimed water and stormwater. Groundwater may be used only as a potential backup to the reclaimed water system.
- ✓ A customer and employee Water Conservation Education Program, in accordance with Section 12.2.5.1 (e) of the St. Johns River Water Management District, Consumptive Use Permitting Applicant's Handbook shall be implemented.
- ✓ All users of potable water and reclaimed water shall be metered and monitoring, calibration, repair and replacement of meters shall be conducted on a regular basis.
- ✓ Audits of the potable and reclaimed water distribution systems shall be conducted every other year (biennial). Leak detection/repair programs shall be conducted on an as needed basis.

EXHIBIT "G"

Plant Site

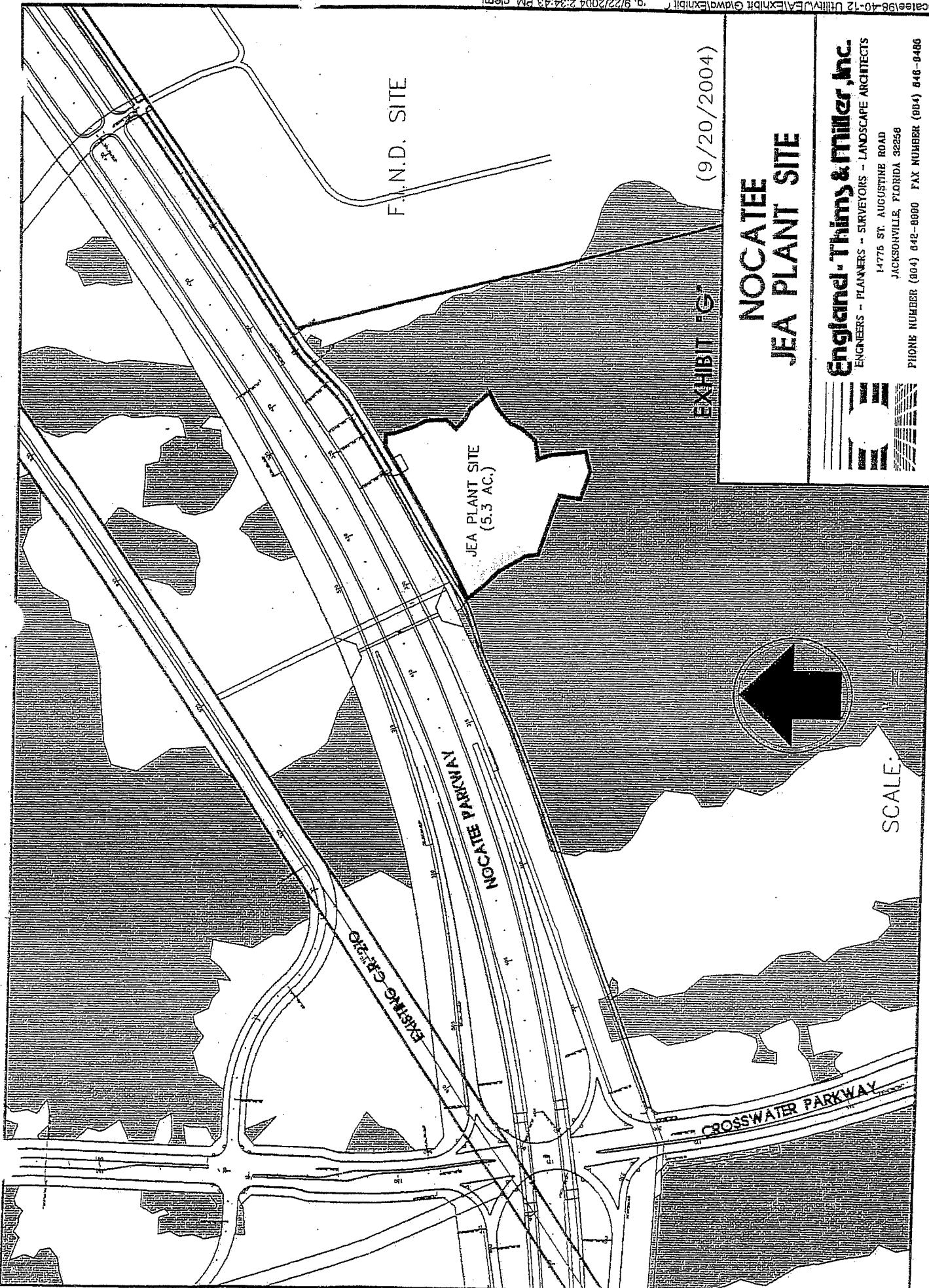


EXHIBIT "G" (9/20/2004)

**NOCATEE
JEA PLANT SITE**

England, Thims & Miller, Inc.
 ENGINEERS - PLANNERS - SURVEYORS - LANDSCAPE ARCHITECTS
 14775 ST. AUGUSTINE ROAD
 JACKSONVILLE, FLORIDA 32258
 PHONE NUMBER (904) 842-8980 FAX NUMBER (904) 848-0486

EXHIBIT "G1"

Plant Site Encumbrances

EXHIBIT "G1"

1. Notice of DRI Development Order (NOCATEE) by SONOC Company, LLC, dated September 27, 2001, recorded in Official Records Book 1656, Page 1887 of the public records of St. Johns County, Florida.

EXHIBIT "H"

Assumption Agreement

PARTIAL ASSIGNMENT AND ASSUMPTION OF
SERVICE AGREEMENT

THIS PARTIAL ASSIGNMENT AND ASSUMPTION by and between _____, a _____, whose address is _____ ("Assignee"), and SONOC COMPANY, LLC, a Delaware limited liability company, whose address is 4310 Pablo Oaks Court, Jacksonville, Florida 32224 ("Assignor"), is entered into and effective as of _____, 20__.

RECITALS:

WHEREAS, Assignor is the developer of the Nocatee 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 Nocatee 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 Nocatee 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 Nocatee Property as may be required under Sections 3.9, 5.1 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 Nocatee Development.

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

SONOC COMPANY, LLC,
a Delaware limited liability company

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



PARTIAL ASSIGNMENT AND ASSUMPTION OF
SERVICE AGREEMENT

THIS PARTIAL ASSIGNMENT AND ASSUMPTION by and between [TOLOMATO OR SPLIT PINE] COMMUNITY DEVELOPMENT DISTRICT, a _____, whose address is _____ (“Assignee”), and SONOC COMPANY, LLC, a Delaware limited liability company, whose address is 4310 Pablo Oaks Court, Jacksonville, Florida 32224 (“Assignor”), is entered into and effective as of _____, 20____.

R E C I T A L S :

WHEREAS, Assignor is the developer of the Nocatee 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 Nocatee 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 Nocatee 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:

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 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, 5.1 and 12.1 of the Service Agreement.

3.2. 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 Nocatee Development.

4. **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.

5. **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.

6. **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.

7. **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

SONOC COMPANY, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

Date: _____

ASSIGNEE

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT "A"

JEA On-Site Improvements



Formal Bid and Award System

Award #4 May 21, 2020

Type of Award Request: MISCELLANEOUS
Request #: 6829
Requestor Name: Davis, Deanna L. - Manager Development
Requestor Phone: (904) 665-8451
Project Title: 2020-0594 Nocatee Crosswater Pkwy Ext 3
Project Number: 167-W, 167-R
Project Location: JEA
Funds: Capital
Award Estimate: \$875,664.00

Scope of Work:

This project is a Developer Agreement that includes approximately 1,400 linear feet (LF) of 20-inch water main, 1,000 LF of 16-inch water main, 2,300 LF of 16-inch reclaimed main.

Purchasing Agent: King, David
Is this a ratification?: NO
If yes, explain:

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
SONOC COMPANY LLC/JOHN WOODY, INC.	John Zachary Brecht	brechtz@etminc.com	c/o England-Thims & Miller, Inc., 14775 Old St. Augustine Rd. Jacksonville FL 32258	(904) 642-8990	\$594,750.00

Amount for entire term of Contract/PO: \$594,750.00
Award Amount for remainder of this FY: \$594,750.00
Length of Contract/PO Term: Project Completion
Begin Date (mm/dd/yyyy): 06/01/2020
End Date (mm/dd/yyyy): Project Completion (Estimated: September 2020)
JSEB Requirement: N/A-Developer reimbursement

BIDDERS:

Name	Amount
SONOC COMPANY LLC/JOHN WOODY, INC.	\$594,750.00
VALLENCOURT CONSTRUCTION CO INC.	\$616,978.00
R & B CONTRACTING INC.	\$657,720.00

Background/Recommendations:

The Nocatee Crosswater Pkwy Ext 3 project is part of the Nocatee Utility Service Agreement dated December 6, 2004 and subsequent amendments, which outlines that certain JEA system improvements are reimbursable to the Developer. Per Exhibit D of the Agreement, JEA will reimburse the Developer, Sonoc Company LLC, for the improvements associated with the Nocatee Crosswater Pkwy Ext 3 project. This request includes approximately 1,400 LF of 20-inch water main, 1,000 LF of 16-inch water main, 2,300 LF of 16-inch reclaimed main.

The developer requested bids for the utility work (JEA portion) and the project was awarded based upon the lowest lump sum total. All of the Bidders to the Sonoc Company, LLC are listed above, with John Woody, Inc. being the lowest Bidder at \$594,750.00. This is \$280,914.00.00, or approx. 32.1%, less than JEA's estimate and is deemed acceptable.

Request approval to award a contract to the developer, Sonoc Company LLC, for the construction of the water main and reclaimed water main by John Woody, Inc. for Nocatee Crosswater Pkwy Ext 3 in the amount of \$594,750.00, subject to the availability of lawfully appropriated funds.

Director: Zammataro, Robert J. (Rob) - Dir W/WW Planning & Development
VP: McInall, Steven G. - VP & Chief Energy & Water Planning

APPROVALS:

Chairman, Awards Committee **Date**

Manager, Capital Budget Planning **Date**

PROPOSAL

(Official Bid Form)

FOR

**CROSSWATER PARKWAY EXTENSION TO PINE ISLAND ROAD PHASE 3
JEA WATER AND REUSE IMPROVEMENTS**

FOR

SONOC COMPANY, LLC

TO BE SUBMITTED TO:

Sonoc Company, LLC
C/O ENGLAND-THIMS & MILLER, INC.
14775 Old St. Augustine Road
Jacksonville, FL 32258

on or before April 28, 2020 @ 2:00 P.M.
PRIVATE OPENING

TO: Sonoc Company, LLC

FROM: John Woody, Inc.
(Contractor)

In accordance with the Request for Proposal inviting proposals for Crosswater Parkway Extension to Pine Island Road Phase 3 JEA Water and Reuse Improvements, the undersigned proposes to perform all work necessary to construct a complete utility system, including water main, reclaimed water main and forcemain, as shown on the plans released for bid and the Geotechnical Report prepared by ECS Florida, LLC, and in accordance with all JEA and St. Johns County requirements, JEA Standards and Specifications, St. Johns County Standard Specifications and the Florida Department of Environmental Protection Potable Water and Domestic Wastewater permits.

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

**CROSSWATER PARKWAY EXTENSION TO PINE ISLAND ROAD PHASE 3
JEA WATER AND REUSE IMPROVEMENTS**

BID SUMMARY

A. MOBILIZATION	<u>\$ 5,000.00</u>
B. PREVENTION CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION	<u>\$ 4,500.00</u>
C. WATER MAIN	<u>\$ 368,910.00</u>
D. RECLAIMED WATER MAIN	<u>\$ 198,740.00</u>
E. COORDINATION WITH OTHER ON-SITE CONTRACTORS	<u>\$ 100.00</u>
F. STORMWATER POLLUTION PREVENTION PLAN	<u>\$ 1,500.00</u>
G. TESTING	<u>\$ 3,000.00</u>
H. AS-BUILTS	<u>\$ 5,500.00</u>
I. CONTRACTOR EDUCATION REQUIREMENTS/NEWRAP	<u>\$ 1,000.00</u>
J. BONDING	<u>\$ 6,500.00</u>

SUBTOTAL LUMP SUM BID (ITEMS A – J)

\$ 594,750.00

**CROSSWATER PARKWAY EXTENSION TO PINE ISLAND ROAD PHASE 3
JEA WATER AND REUSE IMPROVEMENTS**

A. MOBILIZATION

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

TOTAL LUMP SUM PRICE ITEM A:	
<u>\$ 5,000.00</u>	(Numerals)
<u>FIVE THOUSAND DOLLARD</u>	(Written)

B. PREVENTION CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION

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

TOTAL LUMP SUM PRICE ITEM B:	
<u>\$ 4,500.00</u>	(Numerals)
<u>FOUR THOUSAND FIVE HUNDRED DOLLARS</u>	(Written)

C. WATER MAIN

Includes the construction of the 16" PVC and 20" ductile iron JEA potable water main within the Crosswater Parkway Extension Phase 3 right of way, from the point of connection at Sta. 36+00+/- to Sta. 58+65+/-, as shown within the construction plans. Includes all pipe, valves, services, fittings, connection to the existing water distribution systems, pressure testing, flushing, disinfection, bacteriological testing, locate wires and appurtenances, plugs, backfill and compaction to JEA and St. Johns County Standards of material over the pipe, and the removal, disposal and replacement of any unsuitable material encountered and all other work (including dewatering) necessary to complete the installation of the system. Additionally, this work includes the testing, JEA warranty and maintenance and other items not specifically mentioned, but necessary for a complete and operable system as shown on the drawings and in accordance with the JEA and Florida Department of Environmental Protection requirements.

TOTAL LUMP SUM PRICE ITEM C:	
<u>\$ 368,910.00</u>	(Numerals)
<u>THREE HUNDRED SIXTY EIGHT THOUSAND NINE HUNDRED TEN DOLLARS</u>	(Written)

D. RECLAIMED WATER MAIN

Includes the construction of the 16" JEA reclaimed water main within the Crosswater Parkway Extension Phase 3 right of way, from the point of connection at Sta. 35+60+/- to Sta. 58+65+/-, as shown within the construction plans. Includes all pipe, valves, fittings, connection to the existing reclaim water distribution systems, pressure testing, flushing, locate wires and appurtenances, plugs, backfill and compaction to JEA and St. Johns County Standards of material over the pipe and the removal, disposal and replacement of any unsuitable material encountered and all other work (including dewatering) necessary to complete the installation of the system. This work also includes the testing, JEA warranty and maintenance and other items not specifically mentioned, but necessary for a complete and operable system as shown on the drawings and in accordance with the JEA and Florida Department of Environmental Protection requirements.

TOTAL LUMP SUM PRICE ITEM D:
<u>\$ 198,740.00</u> (Numerals)
<u>ONE HUNDRED NINETY EIGHT THOUSAND SEVEN HUNDRED FORTY DOLLARS</u> (Written)

E. COORDINATION WITH OTHER ON-SITE CONTRACTORS

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

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

F. STORMWATER POLLUTION PREVENTION PLAN

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

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

G. TESTING

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

TOTAL LUMP SUM PRICE ITEM G:	
<u>\$ 3,000.00</u>	(Numerals)
<u>THREE THOUSAND DOLLARS</u>	(Written)

H. AS-BUILTS

Cost of providing ALL as-builts of the potable water system, reclaimed water systems, forcemain, FPL service infrastructure and site work as required by the JEA, Florida Department of Environmental Protection, FPL and St. Johns County.

TOTAL LUMP SUM PRICE ITEM H:	
<u>\$ 5,500.00</u>	(Numerals)
<u>FIVE THOUSAND FIVE HUNDRED DOLLARS</u>	(Written)

I. CONTRACTOR EDUCATION REQUIREMENTS / NEWRAP

Includes all costs of contractor education in accordance with project specifications.

TOTAL LUMP SUM PRICE ITEM I:	
<u>\$ 1,000.00</u>	(Numerals)
<u>ONE THOUSAND DOLLARS</u>	(Written)

J. BONDING

J.1 PAYMENT AND PERFORMANCE BOND

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

SUB-TOTAL LUMP SUM PRICE ITEM J.1:	
<u>\$ 6,400.00</u>	(Numerals)
<u>SIX THOUSAND FOUR HUNDRED DOLLARS</u>	(Written)

J.2. CONTRACTOR'S WARRANTEE

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

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

TOTAL LUMP SUM PRICE ITEM J:	
<u>\$ 6,500.00</u>	(Numerals)
<u>SIX THOUSAND FIVE HUNDRED DOLLARS</u>	(Written)

CROSSWATER PARKWAY EXTENSION TO PINE ISLAND PHASE 3 IMPROVEMENTS

Schedule of Values

Item No.	Units	Est. Qty.	Description	Unit Price	Total Price
PHASE 3					
A	LS	1	MOBILIZATION		\$ 5,000.00
B	LS	1	PREVENTION CONTROL & ABATEMENT OF EROSION & WATER POLLUTION		\$ 4,500.00
C			WATER MAIN		
	LF	1420	20" DUCTILE IRON PIPE	\$ 133.50	\$ 189,570.00
	LF	40	16" DUCTILE IRON PIPE	\$ 96.00	\$ 3,840.00
	LF	1040	16" DR25	\$ 69.00	\$ 71,760.00
	EA	2	20" GATE VALVE W/BOX	\$ 16,250.00	\$ 32,500.00
	EA	1	16" GATE VALVE W/ BOX	\$ 6,250.00	\$ 6,250.00
	EA	4	FIRE HYDRANT ASSEMBLY	\$ 4,500.00	\$ 18,000.00
	EA	1	FLUSHING HYDRANT	\$ 1,500.00	\$ 1,500.00
	EA	38	20" JOINT RESTRAINT	\$ 855.00	\$ 32,490.00
	EA	20	16" JOINT RESTRAINT	\$ 650.00	\$ 13,000.00
			SUB-TOTAL WATER MAIN		\$ 368,910.00
D			RECLAIMED WATER MAIN		
	LF	2240	16" DR 25	\$ 69.00	\$ 154,560.00
	LF	120	16" DUCTILE IRON PIPE	\$ 96.00	\$ 11,520.00
	EA	2	16" GATE VALVE W/ BOX	\$ 6,250.00	\$ 12,500.00
	EA	42	16" JOINT RESTRAINT	\$ 480.00	\$ 20,160.00
			SUB-TOTAL RECLAIMED WATER MAIN		\$ 198,740.00
E	LS	1	COORDINATION WITH OTHER ON-SITE CONTRACTORS		\$ 100.00
F	LS	1	STORMWATER POLLUTION PREVENTION PLAN		\$ 1,500.00
G	LS	1	TESTING		\$ 3,000.00
H	LS	1	AS-BUILTS		\$ 5,500.00
I	LS	1	CONTRACTOR EDUCATION REQUIREMENTS/NEWRAP		\$ 1,000.00
J	LS	1	BONDING		\$ 6,500.00
			GRAND TOTAL LUMP SUM BID (ITEMS A-J)		\$ 594,750.00

CROSSWATER EXT. TO PINE ISLAND RD PH 1	1-Jun	8-Jun	15-Jun	22-Jun	29-Jun	6-Jul	13-Jul	20-Jul	27-Jul	3-Aug
MOBILIZATION	■									
WATER		■	■	■	■	■	■	■	■	■
REUSE						■	■	■	■	■
FORCE MAIN										
FINISH & SELL										■

CROSSWATER EXT. TO PINE ISLAND RD PH 1	10-Aug	17-Aug	24-Aug	31-Aug	7-Sep	14-Sep	21-Sep	28-Sep	5-Oct	12-Oct
MOBILIZATION										
WATER										
REUSE										
FORCE MAIN										
FINISH & SELL	■	■	■	■						

PROPOSAL

(Official Bid Form)

FOR

**CROSSWATER PARKWAY EXTENSION TO PINE ISLAND ROAD PHASE 3
JEA WATER AND REUSE IMPROVEMENTS**

FOR

SONOC COMPANY, LLC

TO BE SUBMITTED TO:

Sonoc Company, LLC
C/O ENGLAND-THIMS & MILLER, INC.
14775 Old St. Augustine Road
Jacksonville, FL 32258

on or before April 28, 2020 @ 2:00 P.M.
PRIVATE OPENING

TO: Sonoc Company, LLC

FROM: Vallencourt Construction Company, Inc.

(Contractor)

In accordance with the Request for Proposal inviting proposals for Crosswater Parkway Extension to Pine Island Road Phase 3 JEA Water and Reuse Improvements, the undersigned proposes to perform all work necessary to construct a complete utility system, including water main, reclaimed water main and forcemain, as shown on the plans released for bid and the Geotechnical Report prepared by ECS Florida, LLC, and in accordance with all JEA and St. Johns County requirements, JEA Standards and Specifications, St. Johns County Standard Specifications and the Florida Department of Environmental Protection Potable Water and Domestic Wastewater permits.

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

**CROSSWATER PARKWAY EXTENSION TO PINE ISLAND ROAD PHASE 3
JEA WATER AND REUSE IMPROVEMENTS**

BID SUMMARY

A. MOBILIZATION	<u>\$ 3,000.00</u>
B. PREVENTION CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION	<u>\$ 2,000.00</u>
C. WATER MAIN	<u>\$ 381,492.00</u>
D. RECLAIMED WATER MAIN	<u>\$ 212,886.00</u>
E. COORDINATION WITH OTHER ON-SITE CONTRACTORS	<u>\$ 100.00</u>
F. STORMWATER POLLUTION PREVENTION PLAN	<u>\$ 500.00</u>
G. TESTING	<u>\$ 5,000.00</u>
H. AS-BUILTS	<u>\$ 5,500.00</u>
I. CONTRACTOR EDUCATION REQUIREMENTS/NEWRAP	<u>\$ 500.00</u>
J. BONDING	<u>\$ 6,000.00</u>

SUBTOTAL LUMP SUM BID (ITEMS A – J)	<u>\$ 616,978.00</u>
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CROSSWATER PARKWAY EXTENSION TO PINE ISLAND ROAD PHASE 3 JEA WATER AND REUSE IMPROVEMENTS

A. MOBILIZATION

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

TOTAL LUMP SUM PRICE ITEM A:	
\$ 3,000.00	(Numerals)
Three Thousand	(Written)

B. PREVENTION CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION

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

TOTAL LUMP SUM PRICE ITEM B:	
\$ 2,000.00	(Numerals)
Two Thousand	(Written)

C. WATER MAIN

Includes the construction of the 16" PVC and 20" ductile iron JEA potable water main within the Crosswater Parkway Extension Phase 3 right of way, from the point of connection at Sta. 36+00+/- to Sta. 58+65+/-, as shown within the construction plans. Includes all pipe, valves, services, fittings, connection to the existing water distribution systems, pressure testing, flushing, disinfection, bacteriological testing, locate wires and appurtenances, plugs, backfill and compaction to JEA and St. Johns County Standards of material over the pipe, and the removal, disposal and replacement of any unsuitable material encountered and all other work (including dewatering) necessary to complete the installation of the system. Additionally, this work includes the testing, JEA warranty and maintenance and other items not specifically mentioned, but necessary for a complete and operable system as shown on the drawings and in accordance with the JEA and Florida Department of Environmental Protection requirements.

TOTAL LUMP SUM PRICE ITEM C:	
\$ 381,492.00	(Numerals)
Three Hundred Eighty-One Thousand Four Hundred Ninety-Two	(Written)

D. RECLAIMED WATER MAIN

Includes the construction of the 16" JEA reclaimed water main within the Crosswater Parkway Extension Phase 3 right of way, from the point of connection at Sta. 35+60+/- to Sta. 58+65+/-, as shown within the construction plans. Includes all pipe, valves, fittings, connection to the existing reclaim water distribution systems, pressure testing, flushing, locate wires and appurtenances, plugs, backfill and compaction to JEA and St. Johns County Standards of material over the pipe and the removal, disposal and replacement of any unsuitable material encountered and all other work (including dewatering) necessary to complete the installation of the system. This work also includes the testing, JEA warranty and maintenance and other items not specifically mentioned, but necessary for a complete and operable system as shown on the drawings and in accordance with the JEA and Florida Department of Environmental Protection requirements.

TOTAL LUMP SUM PRICE ITEM D:	
<u>\$ 212,886.00</u>	(Numerals)
<u>Two Hundred Twelve Thousand Eight Hundred Eighty-Six</u>	(Written)

E. COORDINATION WITH OTHER ON-SITE CONTRACTORS

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

TOTAL LUMP SUM PRICE ITEM E:	
<u>\$ 100.00</u>	(Numerals)
<u>One Hundred</u>	(Written)

F. STORMWATER POLLUTION PREVENTION PLAN

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

TOTAL LUMP SUM PRICE ITEM F:	
\$ 500.00	(Numerals)
Five Hundred	(Written)

G. TESTING

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

TOTAL LUMP SUM PRICE ITEM G:	
\$ 5,000.00	(Numerals)
Five Thousand	(Written)

H. AS-BUILTS

Cost of providing **ALL** as-builts of the potable water system, reclaimed water systems, forcemain, FPL service infrastructure and site work as required by the JEA, Florida Department of Environmental Protection, FPL and St. Johns County.

TOTAL LUMP SUM PRICE ITEM H:	
\$ 5,500.00	(Numerals)
Five Thousand Five Hundred	(Written)

I. CONTRACTOR EDUCATION REQUIREMENTS / NEWRAP

Includes all costs of contractor education in accordance with project specifications.

TOTAL LUMP SUM PRICE ITEM I:	
\$ 500.00	(Numerals)
Five Hundred	(Written)

J. BONDING

J.1 PAYMENT AND PERFORMANCE BOND

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

SUB-TOTAL LUMP SUM PRICE ITEM J.1:	
\$ 5,000.00	(Numerals)
Five Thousand	(Written)

J.2. CONTRACTOR'S WARRANTEE

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

SUB-TOTAL LUMP SUM PRICE ITEM J.2:	
\$ 1,000.00	(Numerals)
One Thousand	(Written)

TOTAL LUMP SUM PRICE ITEM J:	
\$ 6,000.00	(Numerals)
Six Thousand	(Written)

PROPOSAL
(Official Bid Form)

FOR

**CROSSWATER PARKWAY EXTENSION TO PINE ISLAND ROAD PHASE 3
JEA WATER AND REUSE IMPROVEMENTS**

FOR

SONOC COMPANY, LLC

TO BE SUBMITTED TO:

Sonoc Company, LLC
C/O ENGLAND-THIMS & MILLER, INC.
14775 Old St. Augustine Road
Jacksonville, FL 32258

on or before April 28, 2020 @ 2:00 P.M.
PRIVATE OPENING

TO: Sonoc Company, LLC

FROM: R & B Contracting, Inc.
(Contractor)

In accordance with the Request for Proposal inviting proposals for Crosswater Parkway Extension to Pine Island Road Phase 3 JEA Water and Reuse Improvements, the undersigned proposes to perform all work necessary to construct a complete utility system, including water main, reclaimed water main and forcemain, as shown on the plans released for bid and the Geotechnical Report prepared by ECS Florida, LLC, and in accordance with all JEA and St. Johns County requirements, JEA Standards and Specifications, St. Johns County Standard Specifications and the Florida Department of Environmental Protection Potable Water and Domestic Wastewater permits.

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

**CROSSWATER PARKWAY EXTENSION TO PINE ISLAND ROAD PHASE 3
JEA WATER AND REUSE IMPROVEMENTS**

BID SUMMARY

A. MOBILIZATION	\$ 4800.-
B. PREVENTION CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION	\$ 3170.-
C. WATER MAIN	\$ 401,200.-
D. RECLAIMED WATER MAIN	\$ 227,000.-
E. COORDINATION WITH OTHER ON-SITE CONTRACTORS	\$ 380.-
F. STORMWATER POLLUTION PREVENTION PLAN	\$ 620.-
G. TESTING	\$ 6100.-
H. AS-BUILTS	\$ 6200.-
I. CONTRACTOR EDUCATION REQUIREMENTS/NEWRAP	\$ 1000.-
J. BONDING	\$ 6800.-

SUBTOTAL LUMP SUM BID (ITEMS A - J)

\$ 657,720.-

CROSSWATER PARKWAY EXTENSION TO PINE ISLAND ROAD PHASE 3 JEA WATER AND REUSE IMPROVEMENTS

A. MOBILIZATION

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

TOTAL LUMP SUM PRICE ITEM A:	
<u>\$4800. -</u>	(Numerals)
<u>Forty-eight Hundred & ⁰⁰/₁₀₀ Dollars</u>	(Written)

B. PREVENTION CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION

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

TOTAL LUMP SUM PRICE ITEM B:	
<u>\$ 3170. -</u>	(Numerals)
<u>Three Thousand Seventy & ⁰⁰/₁₀₀ Dollars</u>	(Written)

C. WATER MAIN

Includes the construction of the 16" PVC and 20" ductile iron JEA potable water main within the Crosswater Parkway Extension Phase 3 right of way, from the point of connection at Sta. 36+00+/- to Sta. 58+65+/-, as shown within the construction plans. Includes all pipe, valves, services, fittings, connection to the existing water distribution systems, pressure testing, flushing, disinfection, bacteriological testing, locate wires and appurtenances, plugs, backfill and compaction to JEA and St. Johns County Standards of material over the pipe, and the removal, disposal and replacement of any unsuitable material encountered and all other work (including dewatering) necessary to complete the installation of the system. Additionally, this work includes the testing, JEA warranty and maintenance and other items not specifically mentioned, but necessary for a complete and operable system as shown on the drawings and in accordance with the JEA and Florida Department of Environmental Protection requirements.

TOTAL LUMP SUM PRICE ITEM C:	
<u>\$ 401200. -</u>	(Numerals)
<u>Four Hundred and one Thousand, Two Hundred & ⁰⁰/₁₀₀ Dollars</u>	(Written)

D. RECLAIMED WATER MAIN

Includes the construction of the 16" JEA reclaimed water main within the Crosswater Parkway Extension Phase 3 right of way, from the point of connection at Sta. 35+60+/- to Sta. 58+65+/-, as shown within the construction plans. Includes all pipe, valves, fittings, connection to the existing reclaim water distribution systems, pressure testing, flushing, locate wires and appurtenances, plugs, backfill and compaction to JEA and St. Johns County Standards of material over the pipe and the removal, disposal and replacement of any unsuitable material encountered and all other work (including dewatering) necessary to complete the installation of the system. This work also includes the testing, JEA warranty and maintenance and other items not specifically mentioned, but necessary for a complete and operable system as shown on the drawings and in accordance with the JEA and Florida Department of Environmental Protection requirements.

TOTAL LUMP SUM PRICE ITEM D:	
<u>\$ 227,000. —</u>	(Numerals)
<u>Two Hundred Twenty-seven Thousand & No Dollars</u>	(Written)

E. COORDINATION WITH OTHER ON-SITE CONTRACTORS

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

TOTAL LUMP SUM PRICE ITEM E:	
<u>\$ 380. —</u>	(Numerals)
<u>Three Hundred Eighty & No Dollars</u>	(Written)

F. STORMWATER POLLUTION PREVENTION PLAN

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

TOTAL LUMP SUM PRICE ITEM F:

\$ 620. —

(Numerals)

Six Hundred Twenty & 00/100 Dollars

(Written)

G. TESTING

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

TOTAL LUMP SUM PRICE ITEM G:

\$ 6100. —

(Numerals)

Sixty-one Hundred & 00/100 Dollars

(Written)

H. AS-BUILTS

Cost of providing **ALL** as-builts of the potable water system, reclaimed water systems, forcemain, FPL service infrastructure and site work as required by the JEA, Florida Department of Environmental Protection, FPL and St. Johns County.

TOTAL LUMP SUM PRICE ITEM H:

\$ 6200. —

(Numerals)

Sixty-two Hundred & 00/100 Dollars

(Written)

I. CONTRACTOR EDUCATION REQUIREMENTS / NEWRAP

Includes all costs of contractor education in accordance with project specifications.

TOTAL LUMP SUM PRICE ITEM I:

\$ 1000. —

(Numerals)

One Thousand & 00/100 Dollars

(Written)

J. BONDING

J.1 PAYMENT AND PERFORMANCE BOND

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

SUB-TOTAL LUMP SUM PRICE ITEM J.1:

\$ 6100.-

(Numerals)

Sixty-one Hundred & no/100 Dollars

(Written)

J.2. CONTRACTOR'S WARRANTEE

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

SUB-TOTAL LUMP SUM PRICE ITEM J.2:

\$ 700.-

(Numerals)

Seven Hundred & no/100 Dollars

(Written)

TOTAL LUMP SUM PRICE ITEM J:

\$ 6800.-

(Numerals)

Sixty-eight Hundred & no/100 Dollars

(Written)

Submitted by:

R & B Contracting, Inc.



Donna Brooks, President

April 27, 2020

DEVELOPER AND UTILITY SERVICE AGREEMENT

THIS DEVELOPER AND UTILITY SERVICE AGREEMENT (this "Agreement") is made and entered into on this 6th day of December, 2004, by and between SONOC COMPANY, LLC, a Delaware limited liability company, whose address is 4310 Pablo Oaks Court, Jacksonville, Florida 32224 (the "Developer"), and JEA, whose address is 21 W. Church Street, Jacksonville, Florida 32202.

RECITALS:

1. Developer is the owner and developer of a parcel of real property located in Duval County, Florida and St. Johns County, Florida and more particularly described on the attached **Exhibit "A"** which has been approved as a Development of Regional Impact, pursuant to St. Johns County Resolution No. 2001-30 and City of Jacksonville Ordinance No. 2001-13-E, as may be amended from time to time.
2. Developer intends to construct certain improvements on the Nocatee Property which are more particularly described on the attached **Exhibit "B"** (the "Nocatee Development Plan"), which will require Water, Sewer, and Reclaimed Water Capacity as described and defined in this Agreement.
3. Water, Sewer, and Reclaimed Water Capacity for the Nocatee Property is outlined in the projected capacity and phasing schedule attached as **Exhibit "C"** and shall be provided in the manner described below subject to the terms and conditions provided in this Agreement.
4. Developer and JEA desire to extend JEA's water, wastewater, and reclaimed water system ("JEA Utility System") to serve the Nocatee Property and to provide capacity in JEA's water and wastewater treatment plants and in JEA's reclaimed water facilities.
5. 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 Nocatee 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 "CDD" means any Community Development District having jurisdiction over the Nocatee Property as defined in Section 12.1 hereof.

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

2.4 "Developer" means SONOC COMPANY, LLC, a Florida limited liability company, its successors and assigns.

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

2.6 "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 Nocatee Property consisting of all Water, Sewer, and Reclaimed Water facilities located on the Nocatee Property that are not part of JEA Onsite Improvements or JEA System Improvements, as defined below.

2.7 "Development Unit" means a part of the Nocatee 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.

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

2.9 "FDOT means the Florida Department of Transportation.

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

2.11 "JEA Onsite Improvements" means that portion of the Water, Sewer, and Reclaimed Water facilities to be constructed within the Nocatee 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 Nocatee Property, as may be modified by JEA within one hundred and 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.

2.12 "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.

2.13 "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 Nocatee Property which are located outside of the Nocatee Property and those improvements located within the Nocatee Property as more particularly described on **Exhibit "E."**

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

2.15 "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.

2.16 "Nocatee 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.

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

2.18 "Nocatee Property" means the real property described on **Exhibit "A."**

2.19 "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.

2.20 "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.

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

2.22 "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.

2.23 "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.

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

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

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

2.27 "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.

2.28 "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.

2.29 "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, as amended from time to time.

2.30 "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 Nocatee 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 Nocatee 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 Nocatee Property.

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 Nocatee Capacity and Phasing Schedule. The Developer may modify the Nocatee Capacity and Phasing Schedule with 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 of 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 which are in conflict with the Manuals and shall resubmit the corrected or modified Plans and Specifications to JEA for further review within thirty (30) days of comments from JEA. JEA shall have, in case of each submittal, thirty (30) days 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 and will submit to JEA one copy of each permit issued for the project, e.g.: FDEP, SJRWMD, applicable FDOT, County right-of-way permits, railroad crossing approvals, etc.

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 in accordance with the JEA-approved Plans and Specifications and in accordance with the Manuals and applicable governmental requirements.

3.5 Prior to commencement of construction of any JEA Onsite Improvements, Developer shall comply with Section 3.9 and shall also 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 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. Upon completion of at least 50% of the total work to be performed under an applicable contract, and satisfactory review and approval of the Developer's application for payment by JEA's construction inspector, not later than thirty (30) days from the submittal to JEA of the approved application for payment in satisfactory form, JEA shall make a fifty percent (50%) progress payment on account of the contract price as to JEA Onsite Improvements. This fifty percent (50%) payment shall be measured by the Schedule of Values. Upon satisfactory completion of

the work in accordance with the project closeout and acceptance process, the Developer shall submit to JEA a request for final payment for the balance of the contract amount. Upon review and approval by the JEA project manager, JEA will pay the balance of the lump sum contract price, not later than thirty (30) days from the submittal to JEA of the approved request for final 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 Section 3.5 above 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.

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, JEA Manuals and applicable governmental and regulatory requirements.

3.9 Prior to acceptance of any Developer Onsite Improvements or portion thereof for ownership, operation and maintenance by JEA and prior to commencement of construction of JEA Onsite Improvements, the Developer shall, with

respect to such Developer Onsite Improvements or JEA Onsite Improvements or portions thereof constructed or otherwise provided to JEA, convey, grant or dedicate (or, as provided in Section 12.1, cause to be conveyed, granted or dedicated as to any property within the Nocatee 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 Nocatee 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 Developer Onsite Improvements 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, 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 against the Developer. JEA's right to specific performance shall not limit JEA's right to any other remedy allowed by this Agreement or applicable law.

3.11 The Developer shall be responsible for submitting all required documentation in form customary as established 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 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 as amended from time to time. All property owners and customers must provide at their expense necessary individual service lines to the Point of Delivery as a condition precedent to receiving Water, Sewer, and Reclaimed Water service from JEA.

5. Grant of Easements and Plant Sites.

5.1 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 system lies on the Nocatee 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 Nocatee Property. Nothing contained in this Agreement

shall prevent Developer or any subsequent owner of the Nocatee 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 Nocatee 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.

5.2 Developer agrees to convey to JEA, upon request of JEA, marketable fee simple title to that certain real property for a utility plant site as depicted on **Exhibit "G"** attached hereto (the "Plant Site"), which is approximately 5.3 acres and which must contain at least 5 upland acres, together with such non-exclusive easement for ingress and egress as is reasonably necessary for access to the Plant Site not less than 10 feet in width, provided that JEA shall make request for such conveyance not later than three (3) years from the date hereof. Such conveyance shall be made by special warranty deed, free and clear of all liens, claims, or encumbrances except those shown on **Exhibit G1** attached hereto to the extent such items do not interfere with JEA's use of the plant site, together with any additional encumbrances consented to by JEA in the future, which consent shall not be unreasonably withheld. JEA shall pay to Developer at closing of such conveyance the fair market value of the Plant Site as determined by an appraisal prepared by an MAI appraiser selected by JEA and mutually acceptable to JEA and Developer. The cost of the appraisal, survey, title insurance, taxes, recording costs, and any other closing costs related to the conveyance of the Plant Site shall be the obligation of JEA and Developer to be paid one-half by each.

6. Rates, Fees, and Charges. All Water, Sewer and Reclaimed Water Service shall be provided to the Nocatee 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 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 Nocatee 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 Nocatee Property as a nondiscriminatory basis with other user or customers in its 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 Nocatee 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 Nocatee Capacity and Phasing Schedule.

7.2 After the completed conveyance of Developer Onsite Improvements and the JEA Onsite Improvements to JEA, after payment of applicable rates, fees and charges, after the physical connection of a given customer installation to the JEA System, and after payment of all Water and Sewer Capacity Charges and Reclaimed Water Capacity Charges for the customer installation, JEA shall provide Water, Sewer and Reclaimed Water service to said customer installation in accordance with the terms and conditions of this Agreement and in accordance with the Nocatee Capacity and Phasing Schedule.

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 Nocatee 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 Nocatee 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 those provisions of the Nocatee Environmental Water Resource Plan ("NEWRAP") as identified on **Exhibit "F"** attached hereto and made a part hereof and 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 Nocatee 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 Nocatee Property shall engage in the business of providing Water, Sewer or Reclaimed Water Capacity to the Nocatee

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 Nocatee Property and to the occupants of each residence, building or unit constructed on the Nocatee Property so long as JEA is not in default under this Agreement and this Agreement remains in full force and effect.

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 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 and their respective authorized successors and assigns and no right or cause of action shall accrue by reason of this Agreement to or for the benefit of any third party not a party to this Agreement or an authorized successor or assignee of this Agreement. Notwithstanding the foregoing, purchasers of unplatted portions of the Nocatee 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, 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 (1) hand delivered to the official designated below, or (2) upon such receipt of such notice when deposited in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, addressed to a party at the address set forth under the parties name below or 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: Office of General Counsel
City of Jacksonville
117 West Duval Street, Suite 480
Jacksonville, Florida 32202

To Developer: Richard T. Ray, SONOC COMPANY, LLC
c/o The PARC Group
4314 Pablo Oaks Court
Jacksonville, Florida 32224

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 any affiliate of the Developer or to a third party, in either case in connection with a bona fide sale, lease or other conveyance of either all of the Nocatee Property, or any portion of the Nocatee Property to which the Water and Sewer Capacity or Reclaimed Water Capacity reserved relates, provided (i) JEA is notified in writing of such assignment, and (ii) such assignee assumes (and delivers a signed assumption agreement to JEA in form attached as **Exhibit "H"**) all of the Developer's liabilities and responsibilities under this Agreement as to the portion of the Nocatee 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 Nocatee Property as may be required under Section 3.9 to serve the portion of the Nocatee 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 Nocatee 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 "H."** 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 Duval County and 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 or St. Johns County, Florida.

16. Representations and Warranties.

16.1 Developer makes the following representations:

16.1.1 Developer is a limited liability company duly organized, validly existing and in good standing in the State of Delaware, 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 shall be valid and enforceable against Developer in accordance with its terms.

16.1.3 To the best of Developer'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 applicable order or regulation of any government authority having jurisdiction over Developer and compliance with this Agreement will not violate the terms and conditions of any agreement or instrument to which Developer is a party.

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 parties, 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.

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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.

FORM APPROVED BY:

JEA:

JEA

By: J.A. Dickenson
Signature
J.A. Dickenson
Print or Type Name
Managing Director/CEO
Title

FORM APPROVED BY
THE OFFICE OF
GENERAL COUNSEL

By: Gayle Petrie
Gayle Petrie
Assistant General Counsel

DEVELOPER:

SONOC COMPANY, LLC,
a Delaware limited liability company

By: _____
Signature

Print or Type Name

Title

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.

FORM APPROVED BY:

JEA:

JEA

By: _____
Signature

Print or Type Name

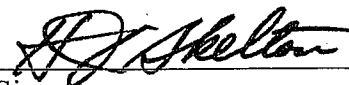
Title

FORM APPROVED BY
THE OFFICE OF
GENERAL COUNSEL

By: _____
Gayle Petrie
Assistant General Counsel

DEVELOPER:

SONOC COMPANY, LLC,
a Delaware limited liability company

By:  _____
Signature
H. J. SKELTON

Print or Type Name
PRESIDENT

Title

LIST OF EXHIBITS

- Exhibit "A" - Property
- Exhibit "B" - Nocatee Development Plan
- Exhibit "C" - Nocatee Capacity and Phasing Schedule
- Exhibit "D" - JEA Onsite Improvements
- Exhibit "E" - JEA System Improvements / Nocatee Property
- Exhibit "F" - Nocatee Environmental Water Resource Plan ("NEWRAP")
- Exhibit "G" - Plant Site
- Exhibit "G1" - Plant Site Encumbrances
- Exhibit "H" - Assumption Agreement

EXHIBIT "A"

Property

February 8, 2001
Revised Boundary

Work Order No. S98-354

Legal Description

NOCATEE

DUVAL COUNTY, FLORIDA

TRACT "A"

All of Sections 36, 46, and 55 and portions of Sections 25, 34, 35, 47, 48, 49, and 55, Township 4 South, Range 28 East, Duval County, Florida, being more particularly described as follows:

For Point of Beginning, commence at the point of intersection of the Southerly boundary of Section 34, Township 4 South, Range 28 East, with the Northeasterly right of way line of U.S. Highway 1, State Road No. 5, and run North $41^{\circ}50'26''$ West along said right of way line, a distance of 925.00 feet to a point; run thence North $76^{\circ}59'37''$ East, a distance of 4,715.0 feet to a point; run thence North $00^{\circ}37'02''$ West, a distance of 3635.0 feet to a point; run thence North $89^{\circ}34'10''$ East, a distance of 1,965.0 feet; run thence North $34^{\circ}06'08''$ East, a distance of 3,495.66 feet to a point on the Northerly boundary of Section 49; run thence North $75^{\circ}13'42''$ East along the Northerly boundary of Section 49 and 53, the same being Southerly boundary of Section 48 and along the Southerly boundary of Section 52, Township and Range aforementioned, and its Northeasterly projection, a distance of 6,620.76 feet to a point on the East line of Section 25, said Township and Range, run thence South $00^{\circ}54'07''$ East along last said Section line and along the East line of Section 36, a distance of 9,798.05 feet to its point of intersection with the Northwesterly right of way line of Palm Valley Road, County Road No. 210; run thence South $55^{\circ}21'50''$ West along said right of way line, a distance of 146.60 feet to a point on the South line of said Section 36; run thence South $89^{\circ}37'49''$ West along the South line of Sections 34, 35 and 36, a distance of 14,298.23 feet to the Point of Beginning.

August 6, 1999

Work Order No. S98-354

Legal Description

NOCATEE

ST. JOHNS COUNTY, FLORIDA

TRACT "B"

Portions of Section 19, 20, 28, 29, 30, 31, 32, 49, 50, 51, 55, 65, 66, and 67 Township 4 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

For Point of Beginning, commence at the Northwest corner of Section 30, said Township and Range and run North $38^{\circ}39'56''$ East along the North line of said Section, a distance of 1650.0 feet; run thence North $62^{\circ}02'54''$ East, a distance of 7,000.0 feet; run thence South $65^{\circ}26'10''$ East, a distance of 3133.63 feet; run thence South $17^{\circ}06'55''$ East, a distance of 3063.73 feet to the Northeasterly corner of that certain parcel of land described in Official Records Volume 97, Page 151, Public Records of said County; run thence South $76^{\circ}09'47''$ West, along the Northerly boundary of said parcel, a distance of 477.26 feet to the Northeasterly corner of that certain tract of land described in Official Records Book 673, Page 636 and 637, public records of said county; run thence South $88^{\circ}13'50''$ West along the Northerly boundary of said tract a distance of 622.02 feet to the Northwest corner thereof; run thence South $07^{\circ}59'59''$ East along the Westerly line of said tract and along the Westerly line of that parcel described in Official Records Book 368, page 550, a distance of 532.17 feet to a point on the line dividing Sections 28 and 35, Township and Range aforementioned; run thence South $86^{\circ}48'25''$ West along said Section line, a distance of 1,723.48 feet to the Northeast corner of that parcel identified as Parcel Six and described in documentation recorded in Official Records Volume 1084, Page 676, said public records. run thence South $11^{\circ}08'51''$ East along the Easterly line of said Parcel Six, a distance of 600.76 feet to the Northwesterly right of way line of Palm Valley Road, County Road No. 210; run thence South $55^{\circ}21'50''$ West along said right of way line, a distance of 11,438.24 feet to it's point of intersection with the Westerly line of Section 31, Township and Range aforementioned; run thence North $00^{\circ}54'07''$ West along said Westerly section line and along the Westerly line of Section 30, a distance of 10,614.31 feet to the Point of Beginning; less and except from the above described lands, the Northeast 1/4 of the Southeast 1/4 of Section 30, said Township and Range.

November 11, 1999

Work Order No. S98-354

Legal Description

TRACT "C"

All of Sections 58 and 64 and portions of Sections 29, 31, 32, 55, 57, 59, 60, 61 and 65, Township 4 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

For Point of Beginning, commence at the Southwest corner of Section 32, Township 4 South, Range 29 East, and run South $89^{\circ} 27' 34''$ West, along the Southerly line of said Township, a distance of 5,245.28 feet to its point of intersection with the Southeasterly right of way line of Palm Valley Road, County Road No. 210; run thence Northeasterly, along said right of way line, as follows: first course, North $55^{\circ} 21' 50''$ East, a distance of 11,609.31 feet to a point of curvature; second course, along the arc of a curve concave Southeasterly with a radius of 942.73 feet, an arc distance of 392.05 feet to the point of tangency of said curve, said arc being subtended by a chord bearing North $67^{\circ} 15' 54''$ East and distance of 389.23 feet; third course, North $79^{\circ} 09' 57''$ East, a distance of 1,439.56 feet to the extreme Westerly corner of that certain tract described in deed recorded in Official Records 664, Page 1159, Public Records of said County; run thence South $18^{\circ} 09' 43''$ East, departing said right of way line, a distance of 2633.45 feet; run thence South $82^{\circ} 53' 46''$ East, a distance of 711.15 feet; run thence South $08^{\circ} 41' 05''$ East, a distance of 4351.59 feet to a point on aforesaid Southerly line of Township 4 South, Range 29 East; run thence South $89^{\circ} 27' 34''$ West, along said Township line, a distance of 8263.12 feet to the Point of Beginning.

LESS AND EXCEPT: Those lands described in instrument recorded in Official Records Book 1097, Page 1072 and Official Records Book 1443, Page 1680, Public Records of said County.

May 6, 1999

Work Order No. S98-354

Legal Description

TRACT "D"

Portions of Sections 57 and unsurveyed Section 34, Township 4 South, Range 29 East, St. Johns County, Florida being more particularly described as follows:

For Point of Reference, commence at the Southwest corner of Section 32, Township 4 South, Range 29 East, and run North $39^{\circ} 27' 34''$ East, along the Southerly line of said Township, a distance of 14,134.03 feet to its point of intersection with the Westerly right of way line of Florida East Coast Canal (Intracoastal Waterway) as recorded in Map Book 4, Pages 63 through 78, Public Records of St. Johns County, Florida and the Point of Beginning.

From the Point of Beginning thus described, run North $25^{\circ} 45' 44''$ West along said Westerly right of way line, a distance of 2,500.00 feet; run thence South $49^{\circ} 50' 45''$ West, departing said line, a distance of 3,546.61 feet to a point on aforesaid Southerly Township line; run thence North $39^{\circ} 27' 34''$ East, along said Township line, a distance of 3,798.13 feet to the Point of Beginning.

LESS AND EXCEPT any portion of the above described lands lying below the mean high water line of the Tolomato River.

November 16, 1999

Work Order No. S98-354

Legal Description

TRACT "E"

Parcel 1

A part of Sections 1, 2, 3 and 11, all in Township 5 South, Range 28 East, St. Johns County, Florida, being all of those lands described as Parcel 1 in Deed recorded in Official Records Book 979, Page 1807 and Official Records Book 979, Page 1810, Public Records of said County.

Less and Except those certain parcels identified as PARCEL "D" and PARCEL "E" and described in document recorded at Official Records Book 1453, Page 651, said Public Records.

November 11, 1999

Work Order No. S98-354

Legal Description

TRACT "E"

Parcel 2

A part of Section 2, Township 5 South, Range 28 East, St. Johns County, Florida, being all of those lands described as Parcel 2 in Deeds recorded in Official Records Book 979, Page 1807 and Official Records Book 979, Page 1810, Public Records of said County.

January 13, 2000

Work Order No. S98-354

Legal Description

TRACT "F"

A tract of land comprised of the East 1/2 of Section 12 and the Northeast 1/4 of Section 13, Township 5 South, Range 28 East, St. Johns County, Florida, less and except that portion lying within the boundary of Subdivision of Hilden recorded in Map Book 3, Page 59, of the Public Records of said County.

Less and except the following described parcel:

A part of Section 13, Township 5 South, Range 28 East, St. Johns County, Florida, being more particularly described as follows:

For the Point of Beginning, commence at the intersection of the Southerly right of way line of North East Second Street, a 40 foot right of way as shown on plat of Subdivision of Hilden, recorded in Map Book 3, Page 59 of the public records of said county, with the Northeasterly right of way line of Fifth Avenue, a 40 foot right of way as shown on said plat of Subdivision of Hilden; thence South $52^{\circ} 48' 30''$ West, along the Southerly right of way line, 533 feet to the Easterly line of those lands as described and recorded in Official Records Book 1230, Page 1155, of said public records; thence South $00^{\circ} 43' 53''$ East, along said Easterly line, 222 feet to the Northerly line of those lands described and recorded in Official Records Book 703, Page 781, of said public records; thence North $88^{\circ} 24' 40''$ East, along the Northerly lines of the lands described and recorded in said Official Records Book 703, Page 781, Official Records Book 704, Page 1135, Official Records Book 807, Page 1537, and Official Records Book 1185, Page 526, all being recorded in said public records, 944 feet to an intersection with the Southeasterly proiongation of said Northeasterly right of way line of Fifth Avenue; thence North $40^{\circ} 54' 24''$ West, along said Southerly proiongation, 730 feet to the Point of Beginning.

September 10, 1999

Work Order No. S98-354

TRACT "G"

That portion of Section 37, Township 5 South, Range 28 East, St. Johns County, Florida described in deed recorded at Official Records Book 675, Page 350, public records of said county.

September 10, 1999

Work Order No. S98-354

TRACT "H"
Parcel 1

A tract of land comprised of all or portions of surveyed and unsurveyed Sections 3, 10 and 15; all of Sections 4, 5, 7, 8, 9, 16, 17, 18, 20, 21, 39, 62, 63, 64, 65, 66, and portions of Sections 6, 19 and 61, Township 5 South, Range 29 East, St. Johns County, Florida, said tract being more particularly described as follows:

For Point of Beginning, commence at the Northeast corner of Section 6, Township 5 South, Range 29 East, and run South $89^{\circ} 27' 34''$ West, along the Northerly line of said Section, a distance of 5245.38 feet to its point of intersection with the Southeasterly right of way of Palm Valley Road, County Road No. 210; run thence South $55^{\circ} 21' 50''$ West, along said right of way line, a distance of 68.75 feet to a point on the Westerly boundary of said Section; run thence South $00^{\circ} 55' 57''$ West, along said Section line, a distance of 5407.34 feet to the Southwest corner of said Section; run thence South $02^{\circ} 32' 48''$ East, along the Westerly boundary of Section 7, said Township and Range, a distance of 5351.05 feet to the Southwest corner thereof; run thence South $01^{\circ} 38' 27''$ East, along the Westerly line of Section 12, said Township and Range, a distance of 4909.80 feet to the Northwesterly corner of Section 40; run thence along the boundary of said Section 40 as follows: first course, South $55^{\circ} 40' 59''$ East, a distance of 1237.09 feet; second course, South $79^{\circ} 34' 02''$ East, a distance of 539.79 feet; third course, South $07^{\circ} 57' 59''$ East, a distance of 1679.42 feet; fourth course, North $59^{\circ} 54' 33''$ West, a distance of 2797.08 feet to the Southwesterly corner of said Section; run thence South $01^{\circ} 29' 54''$ East, along the Westerly line of Section 19, aforesaid Township and Range, a distance of 395.62 feet to the Northeast right of way line U.S. Highway 1, State Road No. 5; run thence South $37^{\circ} 55' 24''$ East, along said right of way line, a distance of 3131.90 feet to its point of intersection with the Northerly line of Section 41, said Township and Range and the Northerly boundary of Woodland Heights according to the plat recorded in Map Book 3, Page 78, Public Records of St. Johns County, Florida; run thence South $74^{\circ} 56' 37''$ East, along said Section line and subdivision line, a distance of 1096.67 feet; run thence North $13^{\circ} 29' 52''$ West, along said subdivision line, a distance of 183.21 feet; run thence North $02^{\circ} 39' 45''$ East, along said subdivision line, a distance of 265.41 feet; run thence South $89^{\circ} 01' 13''$ East, along said subdivision line and its Easterly projection, a distance of 574.74 feet to the Easterly right of way line of Old Dixie Highway lying on the Westerly line of Official Records Book 1353, Page 1476, Public Records of said County; run thence South $15^{\circ} 19' 35''$ East, along said line, a distance of 1354.50 feet to a point on the Southerly boundary of aforementioned Section 19; run thence North $88^{\circ} 50' 30''$ East, along said Southerly boundary, a distance of 1401.68 feet to the Southeast corner of said Section; run thence North $89^{\circ} 10' 44''$ East along the Southerly line of Sections 20 and 21, and its Easterly projection, a distance of 2762.95 feet, more or less to the center of the run of an unnamed creek (Sweetwater Creek); run thence Northeasterly along the center of said run following the meanderings of same, to its point of intersection with the line dividing unsurveyed Sections 15 and 22, said point of intersection bearing North $22^{\circ} 40' 40''$ East and distance 5998.15 feet from last said point; run thence North $89^{\circ} 17' 02''$ East, along said Section line, a distance of 2378.54 feet to a point on the Westerly right of way line of the Intracoastal Waterway, per Deed Book 193, Page 387, Public Records of said County; run thence in a Northerly direction along the West edge of the waters of the Tolomato River to a point on the North boundary of said Township 5 South, Range 29 East, said waters edge being traversed as follows: first course, North $07^{\circ} 25' 34''$ West, along said Westerly right of way

September 10, 1999

Work Order No. S98-354

TRACT "H"
Parcel 1

line of the Intracoastal Waterway, a distance of 1870.17 feet; second course, North 36° 44' 53" East continuing along said right of way line, a distance of 202.90 feet; third course, North 14° 22' 06" East, a distance of 8564.35 feet to a point on said Westerly right of way line of the Intracoastal Waterway; fourth course, North 07° 59' 12" West along said right of way line, a distance of 740.00 feet; fifth course, North 21° 43' 09" West along said right of way line, a distance of 3362.70 feet; sixth course, North 25° 49' 03" West, along said right of way line, a distance of 1899.59 feet to the point of termination of said traverse on the Northerly boundary of said Township; run thence South 89° 27' 34" West, along said Township line, a distance of 14134.03 feet to the Point of Beginning.

LESS AND EXCEPT all of that portion of Government Lot 10, Section 19, Township 5 South, Range 29 East, St. Johns County, Florida, lying East of the Easterly right of way line of Old Dixie Highway as described in deed recorded in Official Records Book 1355, Page 1476, public records of said County.

LESS AND EXCEPT any portion of the above described lands lying below the mean high water line of the Tolomato River.

September 10, 1999

Work Order No. 98-354

TRACT "H"
Parcel 2

All of that portion of Government Lot 10, Section 19, Township 5 South Range 29 East, St. Johns County, Florida, lying East of the Easement right of way line of Old Dixie Highway as described in deed recorded in Official Records Book 1353, Page 1476, public records of said County.

February 8, 2001

Work Order No. S98-354

TRACTS "A", "B", "C", "D", "E" (Parcel 1 and Parcel 2), "F", "G", "H" (Parcel 1 and Parcel 2) described above are less and except the following described Nocatee Preserve Parcel:

A parcel of land lying in a portion of unsurveyed Section 34 and a portion of Section 57, the William Travers Grant all lying within Township 4 South, Range 29 East, St. Johns County, Florida, together with all of fractional Sections 3 and 10, and all of Section 66, the William Travers or Smith Grant, together with a portion of fractional Sections 4, 9, 15, and 16, unsurveyed Sections 3, 10 and 15, a portion of Section 39, the Hannah Smith Grant, a portion of Section 62, the William Travers Grant, a portion of Section 65, the William Travers Grant, all lying within Township 5 South, Range 29 East, St. Johns County, Florida and being more particularly described as follows:

For a Point of Reference, commence at the corner common to Sections 19, 20, 29 and 30 of said Township 5 South, Range 29 East; thence North $39^{\circ}09'44''$ East, along the dividing line of said Sections 20 and 29, a distance of 200.00 feet to a point; thence North $00^{\circ}53'59''$ West, departing said dividing line, a distance of 21,013.50 feet; thence North $89^{\circ}28'13''$ East, 7345.53 feet to the Point of Beginning.

From the Point of Beginning, continue thence North $89^{\circ}28'13''$ East, 2002.82 feet to a point; thence North $49^{\circ}45'40''$ East, 2486.26 feet more or less to a point lying on the Westerly Mean High Water Line of the Tolomato River; thence Northeasterly along the meanderings of said Westerly Mean High Water Line, 1,536 feet, more or less to a point which bears North $49^{\circ}45'40''$ East and lies 891.44 feet distant from last said point; thence continue North $49^{\circ}45'40''$ East, 553.42 feet more or less to a point lying on the Westerly line of the Florida East Coast Canal (Intracoastal Waterway) as depicted on plat thereof, recorded in Map Book 4, Pages 68 through 78 of the Public Records of said County; thence South $25^{\circ}27'19''$ East, along said Westerly line, 658.77 feet more or less to an intersection with said Westerly Mean High Water Line of the Tolomato River; thence, departing said Westerly canal line, Southwesterly, Southerly and Northeasterly, along meanderings of said Westerly Mean High Water Line, 4890 feet, more or less to an intersection with said Westerly line of said canal which bears South $25^{\circ}27'19''$ East and lies 882.67 feet distant from last said point; thence South $25^{\circ}27'19''$ East, along said Westerly canal line, 475.74 feet more or less to an intersection with said Westerly Mean High Water Line of the Tolomato River; thence Southerly along the meanderings of said Westerly Mean High Water Line, 33,500 feet more or less, to its convergence with the Northerly Mean High Water Line of the Northerly prong of Smith Creek which bears South $12^{\circ}08'19''$ West and lies 6736.68 feet distant from last said point; thence Northwesterly, along the meanderings of said Northerly Mean High Water Line of Smith Creek, 6340 feet more or less to its convergence with the Southerly Mean High Water Line of said Northerly prong of Smith Creek which bears North $50^{\circ}08'35''$ West and lies 2947.90 feet distant from last said point; thence Southeasterly, along the meanderings of said Southerly Mean High Water Line, 4590 feet more or less to its convergence with the Northerly Mean High Water Line of the Southerly prong of said Smith Creek which bears South $44^{\circ}01'31''$ East and lies 2750.85 feet distant from last said point; thence Southwesterly, along said Northerly Mean High Water Line, 3210 feet more or less to its convergence with the Southerly Mean High Water Line of said Southerly prong of Smith Creek which bears South $59^{\circ}59'47''$ West and lies 1535.26 feet distant from last said point; thence Northeasterly, along the meanderings of said Southerly Mean High Water Line, 4,950 feet more or less to its convergence with said Westerly Mean High Water Line of said Tolomato River which bears North $78^{\circ}09'08''$ East and lies 2092.17 feet distant from last said point; thence Southerly along the meanderings of said Westerly mean high water line, 50,020 feet, more or less, to its intersection with the Northeasterly line of that portion of the Intracoastal Waterway described and recorded in Deed Book 193, Page 387 (Parcel RWN 231-B) of the Public Records of St. Johns County, Florida which bears South $11^{\circ}08'21''$ East and lies 7496.56 feet distant from last said point; thence North $53^{\circ}26'01''$ West, along said Northeasterly line, 128.75 feet, more or less, to an intersection with said Westerly mean high water line; thence Northerly, Northwesterly and Southwesterly departing said Northwesterly line of Parcel RWN 231-B, and along said Westerly Mean High Water Line of the Tolomato River, 190 feet, more or less, to an intersection with the Northwesterly line of said parcel which bears South $56^{\circ}09'33''$ West and lies 132.37 feet distant from last said point; thence South $36^{\circ}33'59''$ West, along said Northwesterly line of Parcel RWN 231-B, 78.19 feet, more or less, to the

Northwesterly corner thereof; thence South 07° 36' 28" East, along the West line of said parcel, 72.81 feet, more or less, to an intersection with said Westerly Mean High Water Line of the Tolomato River; thence Northwesterly, Southwesterly, Southerly and Easterly along the meanderings of said Westerly mean high water line, 2025 feet, more or less, to an intersection with said West line of Parcel RWN 231-B which bears South 07° 36' 28" East and lies 228.65 feet distant from last said point; thence continue South 07° 36' 28" East, departing said Westerly Mean High Water Line of the Tolomato River, along said West line of Parcel RWN 231-B, a distance of 1558.54 feet, more or less, to the Southwest corner of said parcel, said point also lying on the Easterly prolongation of the line dividing said Section 15 and Section 22 of said Township 5 South, Range 29 East; thence South 88° 59' 50" West, along said Easterly prolongation and along said line dividing Sections 15 and 22, a distance of 2392.50 feet more or less to its intersection with the Northerly Mean High Water Line of Deep Creek; thence Northwesterly, along the meanderings of said Northerly Mean High Water Line, 959 feet, more or less to a point which bears North 40° 12' 46" West and lies 661.31 feet distant from last said point; thence North 03° 47' 40" East, departing said Northerly Mean High Water Line of Deep Creek, 163.23 feet more or less; thence sequentially, along the following ninety-five (95) line courses to the Point of Beginning:

LINE TABLE		
LINE	BEARING	LENGTH
L1	N07°22'26"E	176.12
L2	N41°37'28"W	251.83
L3	N09°17'15"E	138.89
L4	N44°47'01"W	262.77
L5	N20°04'35"E	91.20
L6	N46°35'35"W	55.27
L7	N73°58'12"W	460.71
L8	S66°23'32"W	186.99
L9	N12°41'19"E	333.25
L10	N35°40'35"W	425.76
L11	N13°12'44"E	168.30
L12	N08°17'35"W	207.81
L13	S94°21'30"W	42.83
L14	N39°38'46"W	68.90
L15	N09°12'28"W	304.23
L16	N17°50'38"W	277.95
L17	N01°52'17"E	208.02
L18	N10°56'17"E	55.52
L19	N66°40'52"W	86.35
L20	N01°33'03"E	72.16
L21	N05°07'43"W	227.92
L22	N61°54'04"W	128.63
L23	N06°58'37"W	531.32
L24	N14°58'55"E	221.67
L25	N34°15'51"W	266.06
L26	N01°39'42"E	176.26
L27	N52°28'54"W	267.72
L28	N05°24'46"E	417.49
L29	N22°37'02"E	58.49
L30	N13°55'38"W	980.21
L31	N09°37'32"W	50.36
L32	N05°01'33"E	84.80
L33	N05°23'42"W	141.39
L34	N05°19'40"W	675.85
L35	N05°16'15"W	120.59
L36	N53°01'04"S	24.74
L37	N27°35'22"W	128.62
L38	N02°41'26"W	113.00
L39	N18°54'00"W	192.25
L40	S74°43'35"W	245.26
L41	N29°58'13"W	170.14
L42	S27°28'13"W	226.08
L43	S62°26'12"W	98.07
L44	S45°53'19"W	71.58
L45	N77°33'54"W	209.23
L46	N07°42'42"W	265.58
L47	N07°38'37"W	155.90
L48	N41°36'21"E	142.09
L49	N55°17'33"W	155.27

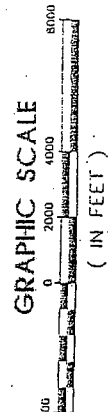
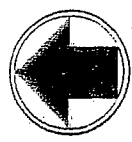
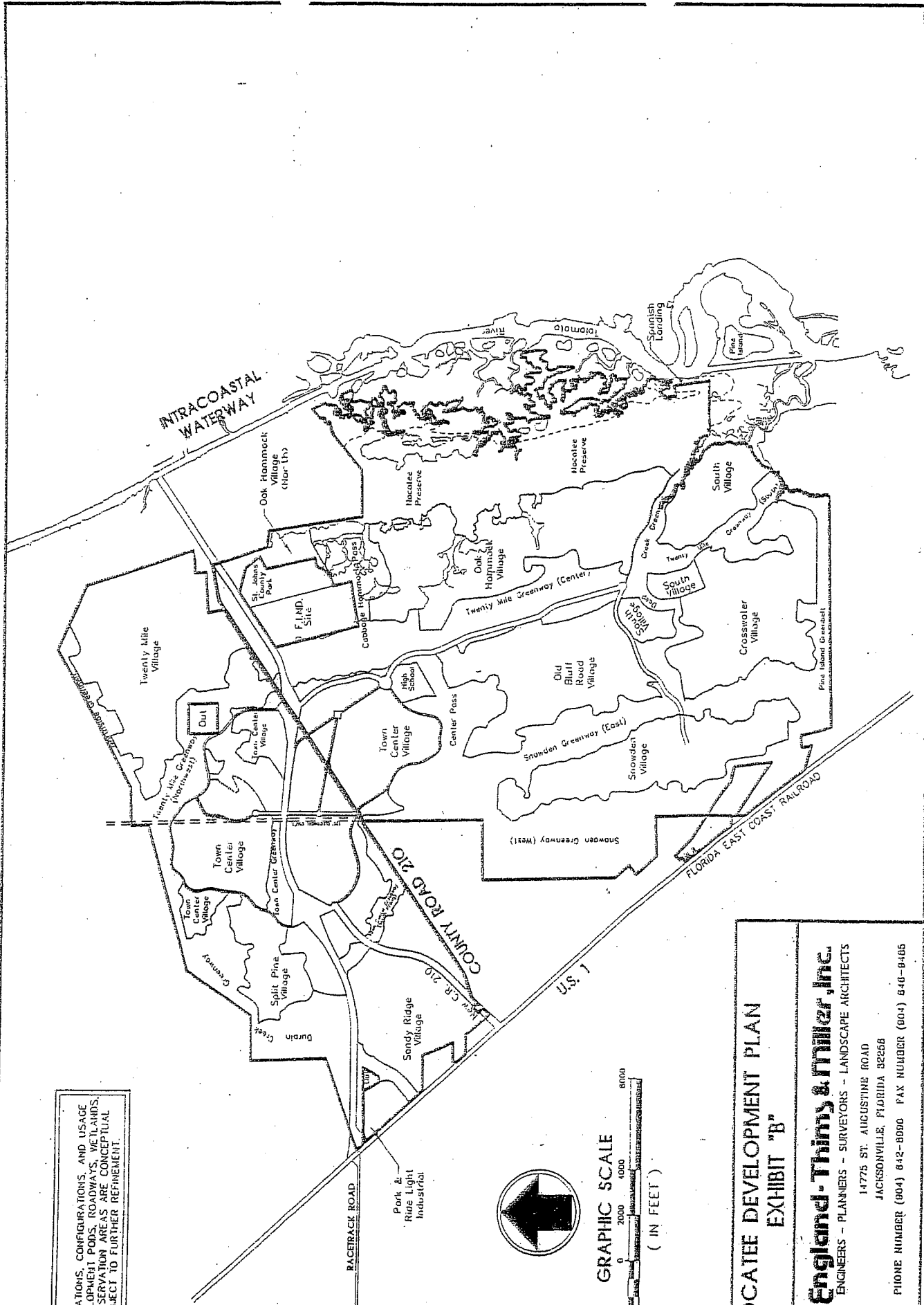
LINE TABLE		
LINE	BEARING	LENGTH
L51	N34°20'54"W	72.29
L52	N28°31'37"E	133.26
L53	S89°25'49"E	185.09
L54	N68°14'47"E	318.46
L55	N62°45'55"E	90.68
L56	N28°21'33"E	135.91
L57	N69°15'05"W	215.89
L58	N47°56'00"W	108.98
L59	N14°28'02"W	161.52
L60	N37°32'55"E	207.83
L61	N67°04'18"W	68.99
L62	N32°21'17"W	371.08
L63	S62°46'13"W	115.25
L64	S62°37'42"W	157.42
L65	N47°39'50"W	159.04
L66	S79°45'15"W	253.82
L67	N68°14'58"W	288.16
L68	N66°30'26"W	752.54
L69	N27°49'10"E	318.60
L70	S61°18'54"E	474.32
L71	N15°29'44"E	558.14
L72	N74°34'16"E	264.64
L73	S69°31'33"E	447.34
L74	N52°37'35"E	373.46
L75	N71°25'20"E	235.13
L76	N28°13'07"E	183.33
L77	N52°37'35"E	81.68
L78	N04°04'59"W	351.09
L79	N37°44'34"W	82.83
L80	N37°33'05"W	226.82
L81	N29°30'52"W	85.59
L82	N89°04'46"W	256.36
L83	S65°52'56"W	358.10
L84	N01°27'15"W	704.94
L85	N31°11'22"E	69.55
L86	N67°19'49"E	265.21
L87	N04°54'52"W	233.03
L88	N04°42'49"W	155.02
L89	N20°39'16"E	228.79
L90	N23°40'33"W	643.89
L91	N09°46'35"W	38.85
L92	N41°22'00"E	139.60
L93	N26°51'41"W	139.68
L94	N18°40'47"W	37.35
L95	N05°45'41"W	179.80
L96	N45°06'38"E	227.49

Less and except any portions thereof lying within the lands described and recorded in Deed Book 193, Page 387 (Parcel RWN 231-B), and the lands depicted in Map Book 4, Pages 68 through 78 of the Public Records of said county.

EXHIBIT "B"

Nocatee Development Plan

NOTE:
 THE LOCATIONS, CONFIGURATIONS, AND USAGE OF DEVELOPMENT PONS, ROADWAYS, WETLANDS, AND PRESERVATION AREAS ARE CONCEPTUAL AND SUBJECT TO FURTHER REFINEMENT.



NOCATEE DEVELOPMENT PLAN
EXHIBIT "B"

England, Thims & Miller, Inc.
 ENGINEERS - PLANNERS - SURVEYORS - LANDSCAPE ARCHITECTS
 14775 ST. AUGUSTINE ROAD
 JACKSONVILLE, FLORIDA 32256
 PHONE NUMBER (904) 842-8080 FAX NUMBER (904) 840-8405

EXHIBIT "C"

Nocatee Capacity and Phasing Schedule

EXHIBIT "C"

SUMMARY OF WATER, WASTEWATER AND REUSE DEMANDS

Phase	Water		Wastewater		Reuse**	
	ADF* (MGD)	Cumulative ADF* (MGD)	ADF* (MGD)	Cumulative ADF* (MGD)	ADF* (MGD)	Cumulative ADF* (MGD)
Phase 1						
2004-2008	0.729	0.729	0.614	0.614	1.228	1.228
Phase 2						
2009	0.222	0.951	0.188	0.802	0.168	1.396
2010	0.222	1.173	0.188	0.990	0.168	1.564
2011	0.222	1.396	0.188	1.179	0.168	1.732
2012	0.222	1.618	0.188	1.367	0.168	1.900
2013	0.222	1.840	0.188	1.555	0.168	2.068
Phase 3						
2014	0.299	2.139	0.257	1.812	0.790	2.858
2015	0.299	2.438	0.257	2.069	0.140	2.999
2016	0.299	2.736	0.257	2.326	0.140	3.139
2017	0.299	3.035	0.257	2.583	0.140	3.280
2018	0.299	3.334	0.257	2.840	0.140	3.420
Phase 4						
2019	0.284	3.618	0.243	3.083	0.788	4.208
2020	0.284	3.903	0.243	3.325	0.138	4.346
2021	0.284	4.187	0.243	3.568	0.138	4.485
2022	0.284	4.472	0.243	3.810	0.138	4.623
2023	0.284	4.756	0.243	4.053	0.138	4.761
Phase 5						
2024	0.273	5.029	0.231	4.284	0.126	4.887
2025	0.273	5.302	0.231	4.515	0.126	5.013
2026	0.273	5.575	0.231	4.747	0.126	5.138
2027	0.273	5.848	0.231	4.978	0.126	5.264
2028	0.273	6.121	0.231	5.209	0.126	5.390

* ADF - Average Daily Flow

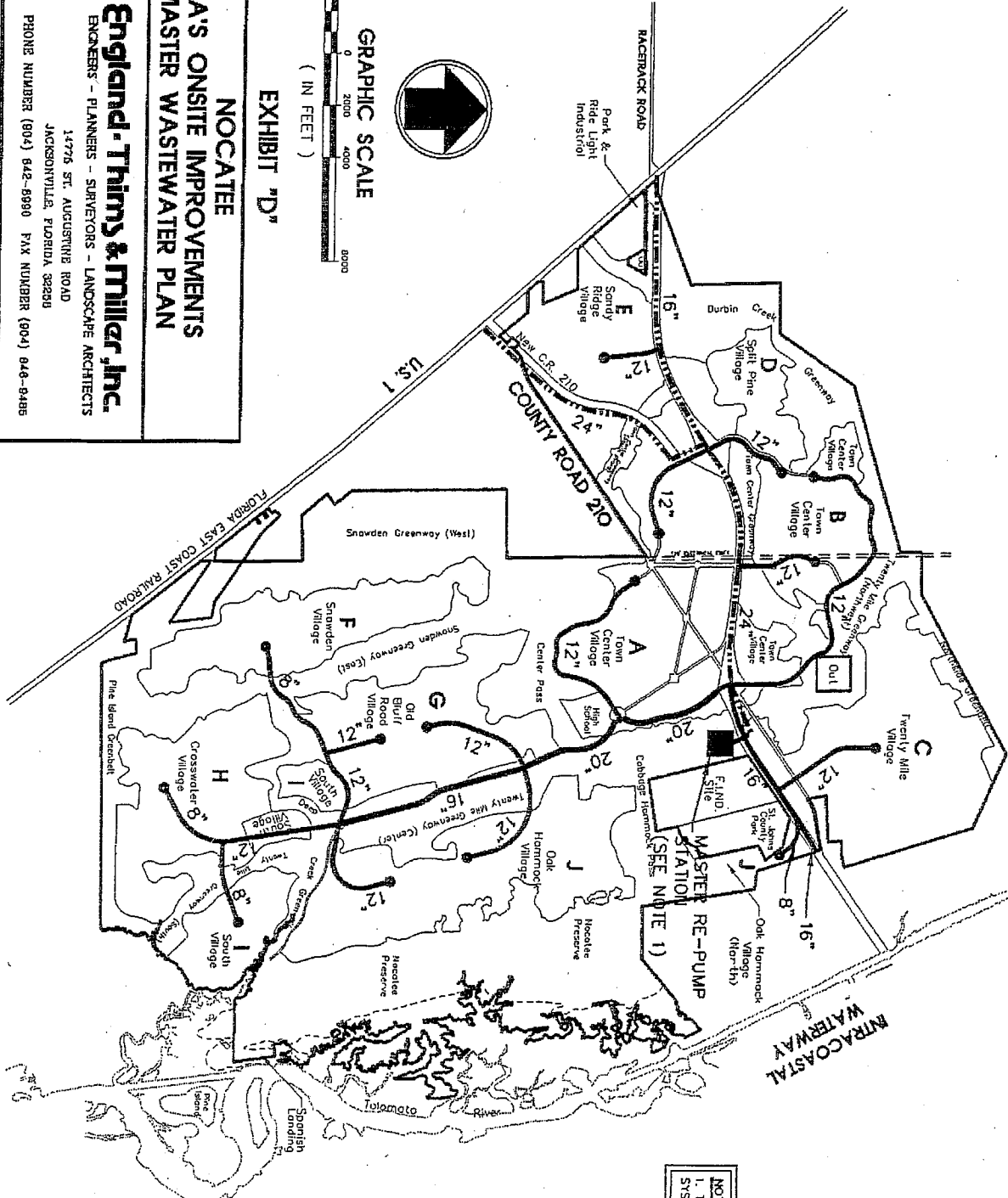
** An additional 20% reuse demand will be provided by on-site stormwater.

EXHIBIT "D"

JEA Onsite Improvements

LEGEND	
—	FORCE MAIN TO RE-PUMP STATION
- - -	FORCE MAIN TO WTP
●	MASTER PUMP STATION (RE-PUMP)
○	REGIONAL PUMP STATION
A	DEVELOPMENT POP DESIGNATION

NOTE
1. THE MASTER RE-PUMP STATIONS ARE JEA'S SYSTEM IMPROVEMENTS. SEE EXHIBIT 'E'.

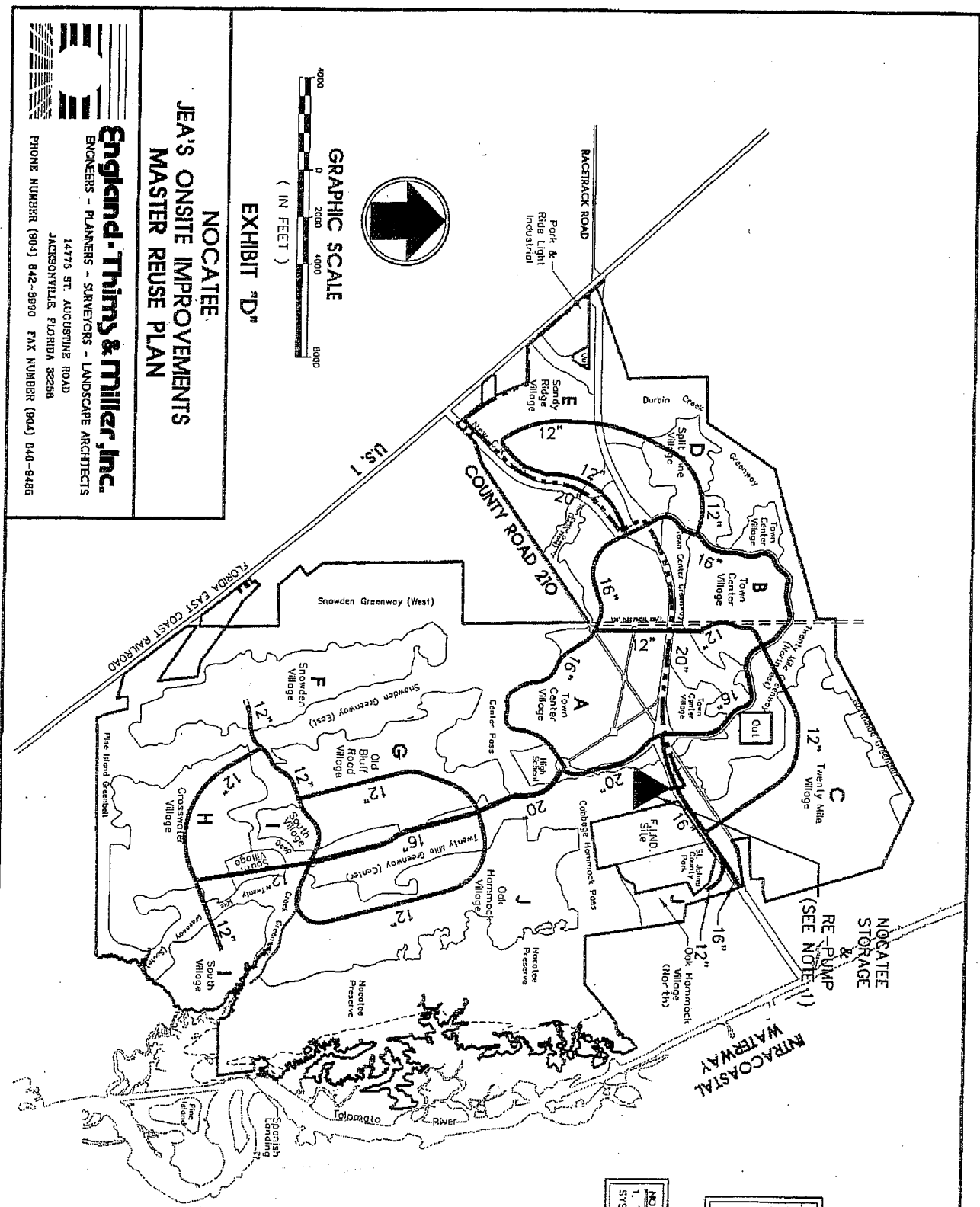


NOCATEE
JEAS ONSITE IMPROVEMENTS
MASTER WASTEWATER PLAN

England-Thims & Miller, Inc.
ENGINEERS - PLANNERS - SURVEYORS - LANDSCAPE ARCHITECTS

14776 ST. AUGUSTINE ROAD
JACKSONVILLE, FLORIDA 32238
PHONE NUMBER (904) 942-8890 FAX NUMBER (904) 942-9485

DATE: November 18, 2004
ETM JOB NO. E 98-40-12



LEGEND

	REUSE PRESSURE MAIN
	REUSE LOW PRESSURE FROM WWP
	REUSE DISTRIBUTION PLANT
	DEVELOPMENT PDD DESIGNATION

NOTE
 1. THE REUSE DISTRIBUTION PLANT IS JEA'S SYSTEM IMPROVEMENT. SEE EXHIBIT 'E'.

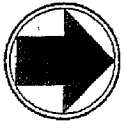


EXHIBIT "D"
NOCATEE
JEA'S ONSITE IMPROVEMENTS
MASTER REUSE PLAN

England-Thirny & Miller, Inc.
 ENGINEERS - PLANNERS - SURVEYORS - LANDSCAPE ARCHITECTS
 14776 ST. AUGUSTINE ROAD
 JACKSONVILLE, FLORIDA 32218
 PHONE NUMBER (904) 842-9900 FAX NUMBER (904) 840-9486

DATE: November 18, 2004
 ETM JOB NO. E 98-40-12

EXHIBIT "E"

JEA System Improvements / Nocatee Property

EXHIBIT "E"

JEA'S SYSTEM IMPROVEMENTS

JEA shall provide the following improvements, which may be provided within the Nocatee Project:

1. **Master Re-Pump Stations** used to re-pump wastewater from the Regional Pump Stations to the wastewater treatment plant, including but not limited to, pumps, wetwells, buildings, land, mechanical and electrical facilities, odor control and standby power.
2. **Reuse Distribution Plant** used for the storage and pumping for the distribution at pressure of reclaimed water including but not limited to storage facilities, pumps, buildings, land, mechanical and electrical facilities and standby power.

EXHIBIT "F"

Nocatee Environmental Water Resource Plan
("NEWRAP")

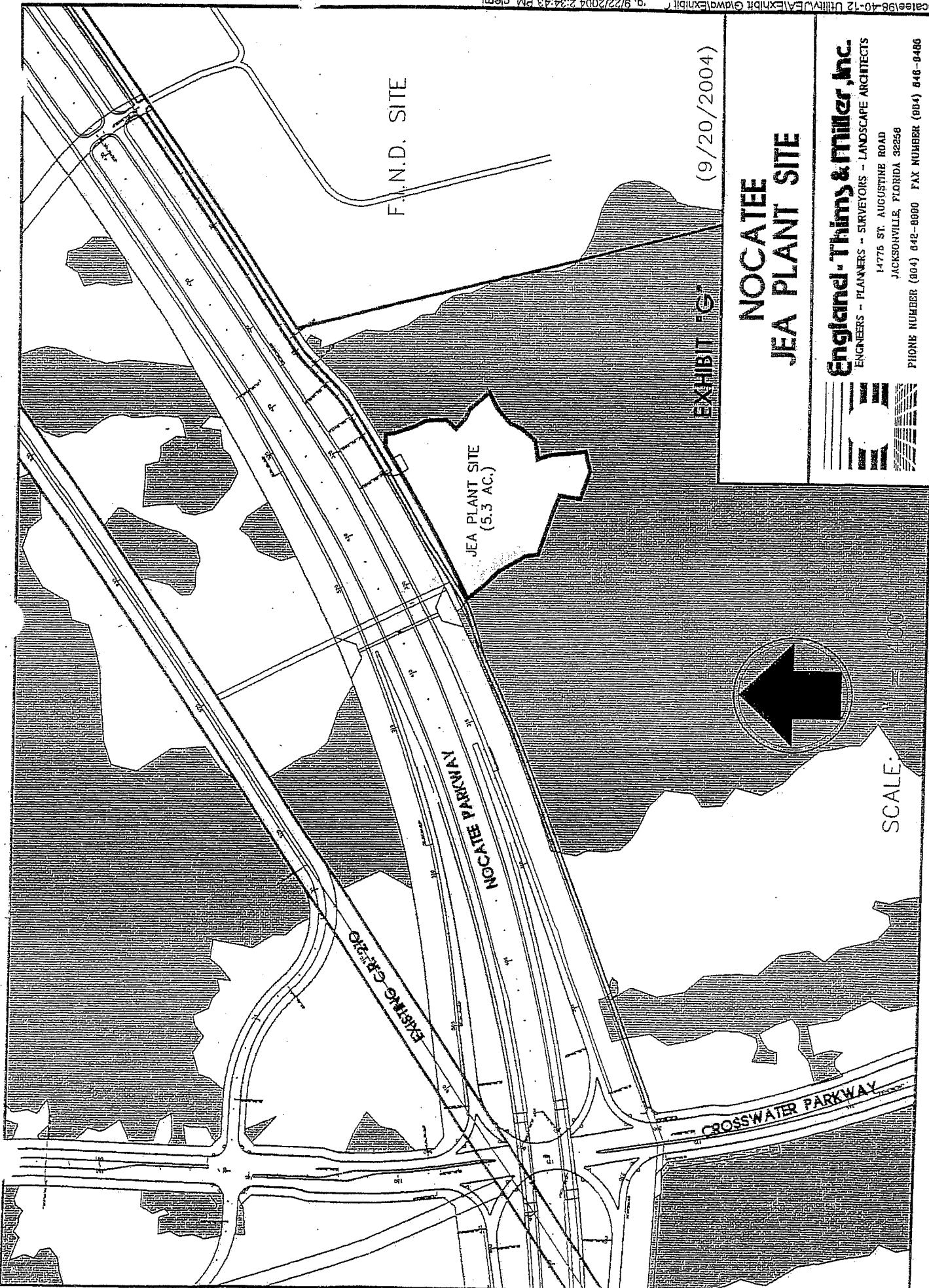
EXHIBIT "F"

NEWRAP COMPONENTS

- ✓ There shall be no wastewater effluent discharges to the Tolomato River.
- ✓ There shall be no water treatment plant or wastewater treatment plant located within the boundaries of the Nocatee Development.
- ✓ There shall be no reliance on groundwater withdrawal within the Nocatee Development to meet potable water demands from the Development.
- ✓ Irrigation demands throughout the Nocatee Development, including single-family residential areas, shall be met with reclaimed water and stormwater. Groundwater may be used only as a potential backup to the reclaimed water system.
- ✓ A customer and employee Water Conservation Education Program, in accordance with Section 12.2.5.1 (e) of the St. Johns River Water Management District, Consumptive Use Permitting Applicant's Handbook shall be implemented.
- ✓ All users of potable water and reclaimed water shall be metered and monitoring, calibration, repair and replacement of meters shall be conducted on a regular basis.
- ✓ Audits of the potable and reclaimed water distribution systems shall be conducted every other year (biennial). Leak detection/repair programs shall be conducted on an as needed basis.

EXHIBIT "G"

Plant Site



F.N.D. SITE

JEA PLANT SITE
(5.3 AC.)

NOCATEE PARKWAY

EXHIBIT "G"

(9/20/2004)

**NOCATEE
JEA PLANT SITE**



England-Thims & Miller, Inc.

ENGINEERS - PLANNERS - SURVEYORS - LANDSCAPE ARCHITECTS

14775 ST. AUGUSTINE ROAD
JACKSONVILLE, FLORIDA 32258

PHONE NUMBER (904) 842-8980 FAX NUMBER (904) 848-0486

SCALE: 1" = 400'

EXHIBIT "G1"

Plant Site Encumbrances

EXHIBIT "G1"

1. Notice of DRI Development Order (NOCATEE) by SONOC Company, LLC, dated September 27, 2001, recorded in Official Records Book 1656, Page 1887 of the public records of St. Johns County, Florida.

EXHIBIT "H"

Assumption Agreement

PARTIAL ASSIGNMENT AND ASSUMPTION OF
SERVICE AGREEMENT

THIS PARTIAL ASSIGNMENT AND ASSUMPTION by and between _____, a _____, whose address is _____ ("Assignee"), and SONOC COMPANY, LLC, a Delaware limited liability company, whose address is 4310 Pablo Oaks Court, Jacksonville, Florida 32224 ("Assignor"), is entered into and effective as of _____, 20__.

RECITALS:

WHEREAS, Assignor is the developer of the Nocatee 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 Nocatee 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 Nocatee 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 Nocatee Property as may be required under Sections 3.9, 5.1 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 Nocatee Development.

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

SONOC COMPANY, LLC,
a Delaware limited liability company

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



PARTIAL ASSIGNMENT AND ASSUMPTION OF
SERVICE AGREEMENT

THIS PARTIAL ASSIGNMENT AND ASSUMPTION by and between [TOLOMATO OR SPLIT PINE] COMMUNITY DEVELOPMENT DISTRICT, a _____, whose address is _____ (“Assignee”), and SONOC COMPANY, LLC, a Delaware limited liability company, whose address is 4310 Pablo Oaks Court, Jacksonville, Florida 32224 (“Assignor”), is entered into and effective as of _____, 20____.

R E C I T A L S :

WHEREAS, Assignor is the developer of the Nocatee 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 Nocatee 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 Nocatee 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:

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 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, 5.1 and 12.1 of the Service Agreement.

3.2. 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 Nocatee Development.

4. **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.

5. **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.

6. **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.

7. **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

SONOC COMPANY, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

Date: _____

ASSIGNEE

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT "A"

JEA On-Site Improvements



Formal Bid and Award System

Award #6 May 21, 2020

Type of Award Request: INVITATION TO NEGOTIATE (ITN)
Request #: 6816
Requestor Name: Tanner, Steve C. - Communications Analyst Senior
Requestor Phone: (904) 665-7953
Project Title: Purchase and Installation of Eight (8) Generators for JEA Communication Tower Sites
Project Number: 8006025 (3 new sites, \$367,050.34) & 8006371 (5 existing sites, \$628,540.68)
Funds: Capital
Award Estimate: \$914,547.84

Scope of Work:

This purchase is to furnish material, labor, equipment and install one (1) 50 KW diesel generator at each of the following eight (8) JEA communication tower sites. Installation shall include one (1) Automatic Transfer Switch. The self-contained emergency electric system shall consist of an electric generating unit, which upon interruption of normal power from transformer, will start automatically and, by an automatic transfer switch, will disconnect load from normal supply and connect load to emergency generator.

The eight (8) communication tower sites are listed below:

- 1) St. John's Forest
- 2) Nocatee Re-Pump
- 3) West Lake
- 4) Mayport
- 5) Yulee Outflow
- 6) Nassau Substation
- 7) Otis Road
- 8) Baymeadows Substation

JEA IFB/RFP/State/City/GSA#: 054-20
Purchasing Agent: Dambrose, Nickolas Charles (Nick)
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
ZABATT POWER SYSTEMS	Jeremy Siegel	jeremy.siegel@zabatt.com	4612 Highway Ave, Jacksonville FL 32254-4124	(904) 421-9825	\$995,591.02

Amount for entire term of Contract/PO: \$995,591.02
Award Amount for remainder of this FY: \$995,591.02
Length of Contract/PO Term: Project Completion
Begin Date (mm/dd/yyyy): 05/22/2020
End Date (mm/dd/yyyy): Project Completion (Completion by 09/30/2020)
JSEB Requirement: N/A - Optional JSEB

BIDDERS:

Respondent	Original Amount	Original Rank	BAFO Amount	BAFO Rank
ZABATT POWER SYSTEMS	\$998,231.06	1	\$995,591.02	1
CUMMINS POWER SOUTH, LLC	\$1,071,305.40	2	\$1,071,305.40	2

Background/Recommendations:

Advertised 04/24/2020. Three (3) companies attended the optional pre-bid meeting on 04/28/2020. At Bid opening on 05/20/2020, JEA received two (2) Responses. JEA utilized the facilities pre-qualified list of three (3) generator installers (Zabatt, Cummins, and, Ring Power) and four (4) pre-qualified generator manufacturers (Caterpillar, AKSA, Cummins, and Generac) for this bid. JEA originally qualified the three (3) generator installers and three (3) manufacturers (Caterpillar, AKSA, Cummins) during a competitive Request for Qualification (RFQ) 041-16 in 2016 for five (5) years. In addition companies can also request to be qualified and added at any time through a request through facilities standards and a fourth manufacture was added in 2019 (Generac). This project requires utilization of FY20 funds and there is a 16 week lead time on the equipment. The abbreviated timeline was a reason for Ring Power not bidding. A Best and Final Offer (BAFO) was requested on 05/14/2020 and Zabatt was determined to be the lowest responsible respondent. A copy of the Response Form and Workbook for each is attached as back-up.

This request is for a total of eight (8) JEA communication tower generator location sites. Five (5) sites are existing communication tower sites and three (3) sites will be new communication tower site that will be completed by 09/30/2020. The reason for this project is to improve its operational reliability of its internal communications in the event of AC power loss during an emergency or catastrophic event.

When reviewing the award amount for price reasonableness, JEA compared it to a similar unit installation at 11300 Rolling River Blvd in January 2019. The average unit price including installation has decreased in the amount of \$9,134.66, or seven percent (7%) per unit. Note a Supplemental Work Allowance (SWA) of \$90,508.27 or 10% was not included in the unit cost comparison but is included in the award total. The SWA was included for unforeseen costs during installation but may or may not be used. Liquidated Damages have also been included in this contract to ensure successful completion prior to the end of FY20 and to allow the use of FY20 funding. There is an original budget shortage of \$81,043.16 due to the SWA not being included in the original budget however, there will be enough other funds within the allocated project numbers to cover the shortage.

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 sourcing savings: \$2,640.04

054-20 – Request approval to award one (1) contract to Zabatt Power Systems for the installation of eight (8) generators in the amount of \$995,591.02, subject to the availability of lawfully appropriated funds.

Manager: Tanner, Steve - Communications Analyst Senior

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

VP: Eads, Shawn W. - VP & Chief Information Officer

APPROVALS:

Chairman, Awards Committee

Date

Manager, Capital Budget Planning

Date

054-20 Purchase and Installation of Generators for JEA Communication Tower Sites

Addendum 2 Appendix B - Response Workbook (Revised)

Bidder shall enter a planned completion date, and a price for each piece of equipment and the * all other items categories listed below

Item Number	Proposed Locations	Type	Bidder Enter Planned Completion Date (NTP by 5/21/20)	Equipment Only			* ALL Other Items/Installation	Bid Price per location
				Generator	ATS	Fuel Tank		
001	725 Wonderwood Dr. 32233	Existing	09/30/20	\$51,881.30	\$12,507.80	\$22,222.22	\$26,450.60	\$113,061.92
002	859 Nocatee Parkway, Ponte Vedra Beach, FL 32081	Existing	09/30/20	\$51,881.30	\$12,507.80	\$22,222.22	\$25,557.16	\$112,168.48
003	2740-1 CR 210 W. 32259	Existing	09/30/20	\$51,881.30	\$12,507.80	\$22,222.22	\$29,915.16	\$116,526.48
004	5090 Jones Rd. 32219	Existing	03/30/20	\$51,881.30	\$12,507.80	\$22,222.22	\$27,914.16	\$114,525.48
005	463260 SR 200 Yulee, Florida 32097	Existing	09/30/20	\$51,881.30	\$12,507.80	\$22,222.22	\$28,506.96	\$115,118.28
006	10357 Deerwood Club Rd. 32256	New	09/30/20	\$51,881.30	\$12,507.80	\$22,222.22	\$24,616.06	\$111,227.38
007	85960 Wilson Neck Rd. Yulee, Florida 32097	New	09/30/20	\$51,881.30	\$12,507.80	\$22,222.22	\$24,616.06	\$111,227.38
008	1257 Otis Rd. Jacksonville, FL 32220	New	09/30/20	\$51,881.30	\$12,507.80	\$22,222.22	\$24,616.06	\$111,227.38
Subtotals				\$415,050.40	\$100,062.40	\$177,777.76	\$212,192.19	
Subtotal (Sum of Item Numbers 001 - 008)							\$905,082.75	
Supplemental Work Allowance (SWA) - 10%							\$90,508.27	
TOTAL BID PRICE <i>(Enter this amount on Page One of Appendix B - Response Form)</i>							\$995,591.02	
<p>* All Other Items include but is not limited to the following: Sizing of equipment, design & layout, all labor, contract & project management, all required permits, site work, excavations, piping installations, all necessary wiring, concrete pad, any additional electrical work if needed including breaker and service entrance, etc.</p>								

APPENDIX B - RESPONSE FORM

SOLICITATION #054-20 Purchase and Installation of Generators for JEA Communication Tower Sites

The Respondent shall email the form below to Nickolas Dambrose at dambnc@jea.com by no later than the time indicated on the Best and Final Offer (BAFO) invitation email.

Company Name: Zabatt Engine Services DBA Zabatt Power Systems

Company's Address 4612 Hwy Ave, Jacksonville, FL 32254

Phone Number: 904-421-9843 FAX No: _____ Email Address: Sales@zabatt.com

<p><u>BID SECURITY REQUIREMENTS</u></p> <input type="checkbox"/> None required <input checked="" type="checkbox"/> Certified Check or Bond Five Percent (5%)	<p><u>TERM OF CONTRACT</u></p> <input checked="" type="checkbox"/> One Time Purchase <input type="checkbox"/> Annual Requirements Two (2) Years w/One (1) – 2Yr. or 1 Yr. Renewal Other, Specify- Project Completion
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<p><u>SAMPLE REQUIREMENTS</u></p> <input checked="" type="checkbox"/> None required <input type="checkbox"/> Samples required prior to Response Opening <input type="checkbox"/> Samples may be required subsequent to Bid Opening	<p><u>SECTION 255.05, FLORIDA STATUTES CONTRACT BOND</u></p> <input type="checkbox"/> None required <input checked="" type="checkbox"/> Bond required 100% of Bid Award
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<p><u>QUANTITIES</u></p> <input type="checkbox"/> Quantities indicated are exacting <input checked="" type="checkbox"/> Quantities indicated reflect the approximate quantities to be purchased Throughout the Contract period and are subject to fluctuation in accordance with actual requirements.	<p><u>INSURANCE REQUIREMENTS</u></p> <p align="center">Insurance required</p>
---	---

PAYMENT DISCOUNTS

 Other _____
 None Offered


Item Number	ENTER YOUR BID FOR THE FOLLOWING DESCRIBED ARTICLES OR SERVICES JEA Quotation of Rates	TOTAL BID PRICE
BAFO	Purchase and Installation of Generators for JEA Communication Tower Sites – TOTAL BID PRICE (This amount is transferred from Appendix B – Response Workbook)	\$ 995,591.02

- 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".
- The materials contained in this Response meet or exceed the JEA standards as specified in Appendix A – JEA Generator Standards.

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 Responding 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 _____ 5/14/2020



 Handwritten Signature of Authorized Officer of Company or Agent Date

One _____ through Four _____

J. Michael Sabatier, President

 Printed Name and Title

054-20 Purchase and Installation of Generators for JEA Communication Tower Sites

Addendum 2 Appendix B - Response Workbook (Revised)

Bidder shall enter a planned completion date, and a price for each piece of equipment and the * all other items categories listed below

Item Number	Proposed Locations	Type	Bidder Enter Planned Completion Date (NTP by 5/21/20)	Equipment Only			* ALL Other Items/Installation	Bid Price per location
				Generator	ATS	Fuel Tank		
001	725 Wonderwood Dr. 32233	Existing	09/30/20	\$51,881.30	\$12,507.80	\$22,222.22	\$26,450.60	\$113,061.92
002	859 Nocatee Parkway, Ponte Vedra Beach, FL 32081	Existing	09/30/20	\$51,881.30	\$12,507.80	\$22,222.22	\$25,557.16	\$112,168.48
003	2740-1 CR 210 W. 32259	Existing	09/30/20	\$51,881.30	\$12,507.80	\$22,222.22	\$29,915.16	\$116,526.48
004	5090 Jones Rd. 32219	Existing	03/30/20	\$51,881.30	\$12,507.80	\$22,222.22	\$27,914.16	\$114,525.48
005	463260 SR 200 Yulee, Florida 32097	Existing	09/30/20	\$51,881.30	\$12,507.80	\$22,222.22	\$28,506.96	\$115,118.28
006	10357 Deerwood Club Rd. 32256	New	09/30/20	\$51,881.30	\$12,507.80	\$22,222.22	\$24,616.06	\$111,227.38
007	85960 Wilson Neck Rd. Yulee, Florida 32097	New	09/30/20	\$51,881.30	\$12,507.80	\$22,222.22	\$24,616.06	\$111,227.38
008	1257 Otis Rd. Jacksonville, FL 32220	New	09/30/20	\$51,881.30	\$12,507.80	\$22,222.22	\$24,616.06	\$111,227.38
Subtotals				\$415,050.40	\$100,062.40	\$177,777.76	\$212,192.19	
Subtotal (Sum of Item Numbers 001 - 008)							\$905,082.75	
Supplemental Work Allowance (SWA) - 10%							\$90,508.27	
TOTAL BID PRICE <i>(Enter this amount on Page One of Appendix B - Response Form)</i>							\$995,591.02	
<p>* All Other Items include but is not limited to the following: Sizing of equipment, design & layout, all labor, contract & project management, all required permits, site work, excavations, piping installations, all necessary wiring, concrete pad, any additional electrical work if needed including breaker and service entrance, etc.</p>								

Average Unit Price #054-20	January 2019 PO #179581
\$113,135.34	\$ 122,270.00
Difference per unit	\$9,134.66
Total Savings Estimate (x 8 Units)	\$73,077.26
Difference (% of January PO)	7%



Formal Bid and Award System

Award #7 May 21, 2020

Type of Award Request: PROPOSAL (RFP)
Requestor Name: Bartol, Tom - Mgr Water Policy, Permitting & Compliance
Requestor Phone: (904) 665-6373
Project Title: Program Manager - Water Supply Planning and Advocacy
Project Number: 1013685
Funds: O&M
Budget Estimate: \$1,500,000.00

Scope of Work:

JEA is seeking a program manager firm with broad experience to perform hydrologic and/or engineering evaluations, to facilitate the North Florida Utility Coordinating Group (NFUCG), and to directly advocate for JEA and the NFUCG. The program manager firm may also assist, if requested by JEA, in overseeing and coordinating the work of other firms performing related projects, including hydrologic modeling, water supply planning, ecological, water resource evaluation and other support. The program manager will have a broad knowledge of all rules and regulations affecting water supply permitting, water supply planning, and ecological resources evaluation and protection in the State of Florida.

JEA IFB/RFP/State/City/GSA#: 031-20
Purchasing Agent: Kruck, Dan
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
LIQUID SOLUTIONS GROUP, LLC	Roberto Denis	rdenis@liquid solutionsgroup.com	680 Valley Stream Drive, Geneva, FL 32732	(407) 349-3900	\$1,500,000.00

Amount for entire term of Contract/PO: \$1,500,000.00
Award Amount for remainder of this FY: \$80,000.00
Length of Contract/PO Term: Five (5) Years w/Two (2) – One (1) Yr. Renewals
Begin Date (mm/dd/yyyy): 06/01/2020
End Date (mm/dd/yyyy): 05/31/2025
Renewal Options: Yes – Two (2) – One (1) Yr. Renewals
JSEB Requirement: N/A - Optional

PROPOSERS:

Name	Rank
LIQUID SOLUTIONS GROUP, LLC	1
INTERA INCORPORATED	2

Background/Recommendations:

Advertised on 03/24/2020. Ten (10) prime companies attended the mandatory pre-proposal meeting held on 03/31/2020. JEA received feedback after the pre-proposal meeting that the minimum qualifications were restrictive. Updated minimum qualifications were issued via addendum and another pre-proposal meeting was held. Two (2) prime companies attended the second pre-proposal meeting on 04/14/2020. At proposal opening on 04/21/2020, JEA received two (2) Proposals. Companies that did not submit stated the advocacy requirements of the technical specifications or they were subcontracting to submitting companies as to the reasons they did not submit. The public evaluation meeting was held on 05/08/2020 and JEA deemed Liquid Solutions Group, LLC most qualified to perform the work. A copy of the evaluation matrix and negotiated hourly rates are attached as backup.

Negotiations with Liquid Solutions Group, LLC were successfully completed. The work under this contract will be issued on a task order basis. JEA bid out this solicitation for both JEA specific work, and work for the NFUCG. JEA coordinates the tasks for the NFUCG work and pays the vendor directly. JEA then gets reimbursed by the members of NFUCG based on their portion of the work in each task. This process is the same as the one in place for the last five (5) years under the previous contract. The negotiated hourly rates will be used as the basis of each task order. The hourly rates have stayed the same as under the previous contract that was negotiated five (5) years ago. JEA has projected to spend \$250,000.00 for JEA work over the term of the contract. The remaining funds in this award request are projected to be on task orders for other members of the NFUCG.

Tasks under this contract will include the following:

- Groundwater modeling and general Consumptive Use Permit (CUP) permitting support
- Development and review of existing and new groundwater and surface water models
- Participation in development of minimum flows and levels (MFLs), evaluation of other ecological or water resource constraints, and evaluation of alternatives for MFL prevention and recovery strategies.
- All aspects of water supply planning including but not limited to development, review and evaluation of water use projections, water conservation potential, ecological constraints, alternative water supply projects and strategies, and allocation of responsibilities and costs among stakeholders.
- Facilitating routine planning and coordination activities for the NFUCG and advocating on behalf of JEA and or the NFUCG in meetings with staff and senior management, appointed and elected officials at water management districts, Florida Department of Environmental Protection (FDEP), local and state government levels.
- Assisting in development of legal support as needed for CUP, regional water supply plan, and MFL or other related issues

031-20 – Request approval to award a contract to Liquid Solutions Group, LLC, for consulting services for Program Manager - Water Supply Planning and Advocacy in the amount of \$1,500,000.00, subject to the availability of lawfully appropriated funds.

VP: Steinbrecher, Paul K. - VP & Chief Environmental Services Officer

APPROVALS:

Chairman, Awards Committee **Date**

Manager, Capital Budget Planning **Date**

031-20 Program Manager - Water Supply Planning and Advocacy

Vendor Rankings	Tom Bartol	Rob Zammataro	Paul Steinbrecher	Σ Rank	Rank
Liquid Solutions Group	1	1	1	3	1
Intera	2	2	2	6	2

Tom Bartol	Professional Staff Experience (25 Points)	Program Approach and Work Plan (35 Points)	Company Experience (40 Points)	Total	Rank
Intera	20	30	33	83.00	2
Liquid Solutions Group	20.75	29	36	85.75	1

Rob Zammataro	Professional Staff Experience (25 Points)	Program Approach and Work Plan (35 Points)	Company Experience (40 Points)	Total	Rank
Intera	21.75	32	36	89.75	2
Liquid Solutions Group	21.75	31	39	91.75	1

Paul Steinbrecher	Professional Staff Experience (25 Points)	Program Approach and Work Plan (35 Points)	Company Experience (40 Points)	Total	Rank
Intera	19.5	28	33	80.50	2
Liquid Solutions Group	20	31	34	85.00	1

Overall Averages	Professional Staff Experience (25 Points)	Program Approach and Work Plan (35 Points)	Company Experience (40 Points)	Total
Intera	20.42	30.00	34.00	84.42
Liquid Solutions Group	20.83	30.33	36.33	87.50



**JEA Program Manager – Water Supply Planning and Advocacy
Liquid Solutions Group Proposed Rates**

As requested, the following are our proposed job classifications and rates for this project. These rates will be used throughout the duration of the Contract unless modified pursuant to the Contract.

Grade	Category/Typical Job Titles		Billable Unit Labor Rate (\$/hr)
	Technical (P)	Administrative (A)	
1	Intern 1 Technician 1 CADD Operator 1	Administrator 1 Receptionist 1 Clerk 1	\$35.88
2	Intern 2 Technician 2 CADD Operator 2	Administrator 2 Receptionist 2 Clerk 2	\$50.83
3	Intern 3 Technician 3 CADD Operator 3	Administrator 3 Receptionist 3 Clerk 3	\$65.78
4	Engineer 4 Geologist 4 Project Manager 4		\$95.68
5	Engineer 5 Geologist 5 Project Manager 5		\$119.60
6	Engineer 6 Geologist 6 Project Manager 6		\$140.53
6.1	Engineer 6.1 Geologist 6.1 Project Manager 6.1		\$149.50
6.2	Engineer 6.2 Geologist 6.2 Project Manager 6.2		\$164.45
7	Engineer 7 Geologist 7 Project Manager 7		\$179.40
7.1	Engineer 7.1 Geologist 7.1 Project Manager 7.1		\$186.88
8	Engineer 8 Geologist 8 Project Manager 8		\$194.35
9	Engineer 9 Geologist 9 Project Manager 9		\$209.30
10	Engineer 10 Geologist 10 Project Manager 10		\$239.20