

Welcome to the JEA Awards Meeting

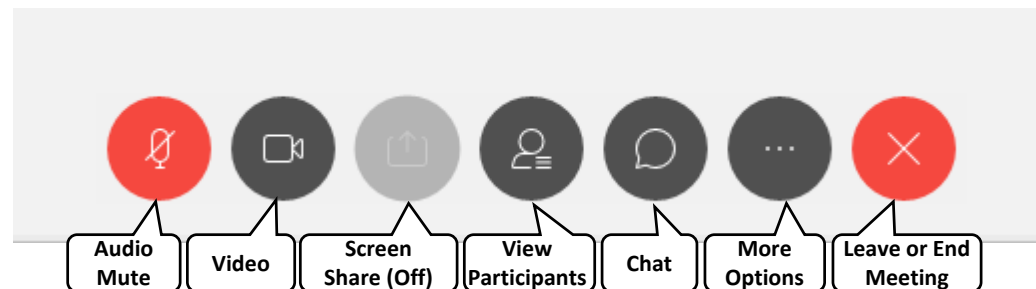
You have been joined to the meeting with your **audio muted** by default.

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

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

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

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



AWARDS COMMITTEE AGENDA

DATE: Friday, January 29, 2021

TIME: 11:00 A.M.

PLACE: JEA, Customer Center, Bid Office, 1st Floor, 21 West Church Street, Jacksonville, FL 32202
OR
WebEx/Teleconference
WebEx Meeting Number (access code): 180 187 7664
WebEx Password: pxP6CqUSt63

Public Comments:

Awards:

1. Approval of the minutes from the last meeting (01/21/2021).
2. 009-21 – Request approval to award a contract to The Kenton Group, Inc. dba Baldwin's Quality Plumbing for construction services for Jammes Rd. Water Main Installation project in the amount of \$976,137.00, subject to the availability of lawfully appropriated funds.
3. Approval is requested to award a contract to the developer, Mattamy RiverTown LLC, for the construction of the water main, reuse main and force main by Grimes Utilities, Inc. for RiverTown Main Street Phase 3 in the amount of \$817,475.00, subject to the availability of lawfully appropriated funds.
4. 102-20 - Request approval to award a contract to Wesco Distribution, Inc. in the amount of \$1,592,760.74 for the supply of Network Submersible Transformers carried in JEA's inventory stock, subject to the availability of lawfully appropriated funds.
5. Request approval to award a contract to Capps Land Management & Material LLC, for the construction of the 4th Street West Brick Rebuild from Pearl St to Main St. in the amount of \$331,368.25, subject to the availability of lawfully appropriated funds.
6. Request approval to award a contract to Baker Hughes LLC, DBA Nexus Controls LLC, a Company for the supply and technical support for installation of upgraded DFE EX2100 for NGS Unit N03 in the amount of \$521,601.00, subject to the availability of lawfully appropriated funds.
7. Request approval of purchase from Point Meadows Properties, LLP for the subject property – Easement Acquisition Purchase in the amount of \$86,800.00, subject to the availability of lawfully appropriated funds.
8. Request approval to award a change order to CSI Geo, Inc. for additional work under the Geotechnical and Material Field Laboratory Testing and Inspection Services contract in the amount of \$294,669.00, for a new not-to-exceed amount of \$691,351.27, subject to the availability of lawfully appropriated funds.

Informational Items: N/A

Open Discussion: N/A

Public Notice: N/A

General Business: N/A

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

01-29-2021 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 01/21/2021 meeting.
2	Invitation for Bid (IFB) 7 Bidders	Vu	\$1,535,741.00	\$976,137.00	The Kenton Group, Inc. DBA Baldwin's Quality Plumbing	Project Completion (Expected: November 2021)	<u>Jammes Rd. Water Main Installation</u> Request approval to award a contract for construction services for Jammes Rd. Water Main Installation project in the amount of \$976,137.00
3	Miscellaneous/ Developer Agreement 5 Bidders	Roche	\$1,109,905.00	\$817,475.00	Mattamy Jacksonville LLC/Grimes Utilities, Inc.	Project Completion (Estimated: 09/2021)	<u>RiverTown Main Street Phase</u> Request to award a contract to the developer, Mattamy RiverTown LLC, for the construction of the water main, reuse main and force main by Grimes Utilities, Inc. for RiverTown Main Street Phase 3 in the amount of \$817,475.00
4	Invitation for Bid (IFB) 1 Bidder	McElroy	N/A	\$1,592,760.74	Wesco Distribution, Inc.	Three (3) Years	<u>Network Submersible Transformers for JEA Inventory Stock</u> The estimated contract spend details are below: <ul style="list-style-type: none"> • NTE: \$1,592,760.74 • FY21: \$1,141,871.17
5	Joint Project 4 Bidders	Vu	\$357,000.00	\$331,368.25	Capps Land Management & Material LLC	Project Completion (Est. 9/2021)	<u>4th Street West Brick Rebuild from Pearl St. to Main St.</u> Request to award a contract to Capps Land Management & Material LLC, for the construction of the 4th Street West Brick Rebuild from Pearl St to Main St in the amount of \$331,368.25
6	OEM	Erixton	\$521,601.00	\$521,601.00	Baker Hughes Holdings, LLC DBA Nexus Controls LLC	Project Completion (Estimated 12/30/2021)	<u>Replace the existing GE EX2000 Digital Front End (DFE) system with a new GE EX2100 Digital Front End (DFE) system at Northside Generating Station (NGS) Units 3</u> FY20 - \$417,280.00
7	Miscellaneous/ Real Estate	McElroy	N/A	\$86,800.00	Point Meadows Properties, LLP	Project Completion	<u>Deerwood to Greenland W-SIPS-Easement Acquisition</u> The estimated contract spend details are below: <ul style="list-style-type: none"> • NTE: \$86,800.00
8	Contract Amendment	Vu	N/A	\$294,669.00	CSI Geo, Inc.	Three (3) Years w/ Two (2) – 1 Yr. Renewals	<u>Geotechnical and Material Field Laboratory Testing and Inspection Services</u> Request a contract increase due to higher than initially forecasted usage of this contract.
Total Award				\$4,620,810.99			

JEA AWARDS COMMITTEE
JANUARY 21, 2021 MEETING MINUTES

The JEA procurement Awards Committee met on January 21, 2021, in person with a WebEx option

WebEx Meeting Number (access code): 160 199 4252

WebEx Password: pxP6CqUSt63

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

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

Public Comments:

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

Awards:

1. Approval of the minutes from the last meeting (01/14/2021). Chair McCollum verbally presented the Committee Members the proposed January 14, 2021 minutes contained in the committee packet.

MOTION: Steve Tuten made a motion to approve the January 14, 2021 minutes (Award Item 1). The motion was seconded by Wayne Young and approved unanimously by the Awards Committee (5-0).

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

Awards:

2. **DEFERRED** - 102-20 - Request approval to award a contract to Wesco Distribution, Inc. in the amount of \$1,592,760.74 for the supply of Network Submersible Transformers carried in JEA's inventory stock, subject to the availability of lawfully appropriated funds.
3. 010-21 – Request approval to award a contract to Unify Health Services LLC for COVID-19 Mobile Screening Services for a total not-to-exceed amount of \$364,722.75, subject to the availability of lawfully appropriated funds.

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

4. 081-20 – Request approval to award a contract to Constantine Engineering, LLC, for engineering services for 5104 118th St - Class III/IV PS and 6217 Wilson Blvd. - Class III/IV PS Rehabilitation projects in the amount of \$822,451.00, subject to the availability of lawfully appropriated funds.

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

5. 006-21 - Request approval to rescind the solicitation for Facilities Janitorial Service – Open Market for Downtown, Service Centers and other Sites, and reject all proposals received.

MOTION: Steve Tuten made a motion to approve Award Item 5 as presented in the committee packet. The motion was seconded by Stephen Datz 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 10:26 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 January 29, 2021

Type of Award Request: BID (IFB)
Request #: 15
Requestor Name: Sencer, Justin B.
Requestor Phone: (904) 665-6826
Project Title: Jammes Rd. Water Main Installation
Project Number: 8004966
Project Location: JEA
Funds: Capital
Budget Estimate: \$1,535,741.00

Scope of Work:

The water main that is located on Jammes Rd. between Harlow Blvd and Wilson Blvd has failed multiple times in recent years and requires replacement. Currently a 2" galvanized water main is in service along the above mentioned location, as well as water main breaks being an issue. Upgrading this water main will ultimately improve potential pressure issues and eliminate dirty water concerns from customers. Increasing the size will also have favorable affects and allow for installation of fire hydrants per JEA Standards. This project will upgrade approximately 4,000 linear feet (LF) of water main with associated fittings, valves, hydrants, and service piping. Branch water mains fed by the Jammes Rd. water main will be tied back in and stub outs shall be left for future connections. A 4-inch asbestos cement water main at 3665 Jammes Rd. that runs east to 3726 Colebrooke Rd. will be cut and plugged. Road restoration will include approximately 190 square yards (SY) of sod, 9,584 SY of milling and resurfacing, 82 SY of sidewalk, and 180 LF of concrete curb and gutter.

JEA IFB/RFP/State/City/GSA#: 009-21
Purchasing Agent: King, David
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
THE KENTON GROUP, INC. DBA BALDWIN'S QUALITY PLUMBING	Terence McKenzie	rhonda@baldwinplumbing.com	9556 Historic Kings Rd. South, Suite 312, Jacksonville, FL 32257	(904) 805-0660	\$976,137.00

Amount for entire term of Contract/PO: \$976,137.00
Award Amount for remainder of this FY: \$781,000.00
Length of Contract/PO Term: Project Completion
Begin Date (mm/dd/yyyy): 03/29/2021
End Date (mm/dd/yyyy): Project Completion (Expected: November 2021)
JSEB Requirement: Five Percent (5%) Goal
Comments on JSEB Requirements:
 The Kenton Group is a JSEB firm

BIDDERS:

Name	Amount
THE KENTON GROUP, INC. DBA BALDWIN'S QUALITY PLUMBING	\$976,137.00
CALLAWAY CONTRACTING, INC.	\$1,100,000.00
T G UTILITY COMPANY, INC.	\$1,178,787.00
JAX UNDERGROUND UTILITIES, INC.	\$1,225,343.37
T B LANDMARK CONSTRUCTION, INC	\$1,390,183.00
D B CIVIL CONSTRUCTION	\$1,469,899.00
CAPPS LAND MANAGEMENT & MATERIAL LLC	\$1,900,973.00

Background/Recommendations:

Advertised on 11/20/2020. Thirteen (13) prime contractors attended the mandatory pre-bid meeting held on 12/02/2020. At Bid opening on 01/12/2021, JEA received seven (7) Bids. The Kenton Group, Inc. dba Baldwin's Quality Plumbing is the lowest responsive and responsible Bidder. A copy of the Bid Form and Workbook are attached as backup.

The award amount of \$976,137.00 is approximately 36% lower than the budget estimate of \$1,535,741.00. The estimate prepared by the engineer had higher extended prices for 30 of 46 bid items compared to the average bid item price from the seven bidders. The following five bid items for the low bidder were each \$20,000.00 or more below the engineer's estimate:

- a) Paving Repair Cross Cuts & Patches
- b) Existing Pavement Mill & Resurface
- c) 8" PVC Pipe C900 DR18
- d) 6" PVC Pipe C900 DR18
- e) 1" Services – Long

The bid amounts were reviewed by JEA and deemed reasonable.


009-21 – Request approval to award a contract to The Kenton Group, Inc. dba Baldwin's Quality Plumbing for construction services for Jammes Rd. Water Main Installation project in the amount of \$976,137.00, subject to the availability of lawfully appropriated funds.

Manager: Allsbrook, Robert B Jr - Mgr O&M Construction & Maintenance


Director: Scheel, Jackie B - Dir W/WW Reuse Delivery & Collection

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

APPROVALS:

 _____ 01/29/2021

Chairman, Awards Committee **Date**

 _____ 1/29/2021

Budget Representative **Date**

Appendix B - Bid Form
009-21 Jammes Rd. Water Main Installation

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

Company Name: The Kenton Group, Inc.

Company's Address: 9556 Historic Kings Rd., South Suite 312, Jacksonville, FL 32257

License Number: CUC1225272

Phone Number: 904-805-0660 FAX No: None Email Address: rhonda@baldwinsplumbing.com

BID SECURITY REQUIREMENTS

- None required
 Certified Check or Bond (Five Percent (5%))

TERM OF CONTRACT

- One Time Purchase
 Other, Specify - Project Completion

SAMPLE REQUIREMENTS

- None required
 Samples required prior to Bid Opening
 Samples may be required subsequent to Bid Opening

SECTION 255.05, FLORIDA STATUTES CONTRACT BOND

- None required
 Bond required 100% of Bid Award

QUANTITIES

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

INSURANCE REQUIREMENTS

Insurance required

PAYMENT DISCOUNTS

- 1% 20, net 30
 2% 10, net 30
 Other _____
 None Offered

ENTER YOUR BID FOR SOLICITATION 009-21		TOTAL BID PRICE
Total Bid Price for the Project (enter total from cell G59 in the Bid Workbook)		\$ 976,137.00


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

BIDDER CERTIFICATION

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

We have received addenda

 1 through 1



 Handwritten Signature of Authorized Officer of Company or Agent

01/12/2021

Date

Terence McKenzie, President

 Printed Name and Title

009-21 Appendix B - Bid Workbook
Jammes Rd. Water Main Installation
(Only complete the Prices in Yellow Cells)

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

**Reference found in this solicitation.

***Refer to Appendix A - Technical Specifications.

Item No.	Spec No.	Est. Qty.	Unit	Description	Unit Price	Extended Price
1	801.III.2.1	20	EA	Abandon Pipe - Sealing - 2"	\$275.00	\$5,500.00
2	801.III.2.1	10	EA	Abandon Pipe - Sealing - 4"	\$450.00	\$4,500.00
3	801.III.2.3	15	LF	Abandon Pipe - Grout Fill - 6"	\$75.00	\$1,125.00
4	801.III.2.3	165	LF	Abandon Pipe - Grout Fill - 8"	\$65.00	\$10,725.00
5	801.IV.5	200	CY	A-3 Sand Backfill	\$40.00	\$8,000.00
6	801.VIII	190	SY	Sod	\$6.00	\$1,140.00
7	801.IX.1	3,116	SY	Asph Pavt Removal (all thicknesses)	\$11.00	\$34,276.00
8	801.IX.2	3,116	SY	Paving Repair Cross Cuts & Patches	\$13.00	\$40,508.00
9	801.IX.6	9,584	SY	Existing Pavement Mill & Resurface	\$17.00	\$162,928.00
10	801.IX.7	4	EA	Traffic Loops	\$6,500.00	\$26,000.00
11	801.X.1	82	SY	Removal of Concrete Sidewalk (all thicknesses)	\$9.00	\$738.00
12	801.X.3	180	LF	Remove of Curb and Gutter (all types)	\$9.00	\$1,620.00
13	801.X.4	72	SY	Installation of Sidewalk (all thicknesses)	\$37.00	\$2,664.00
14	801.X.6	166	LF	Installation of Curb and Gutter (all types)	\$66.00	\$10,956.00
15	801.XIII.1	3,387	LF	8" PVC Pipe C900 DR18	\$37.00	\$125,319.00
16	801.XIII.1	619	LF	6" PVC C900 DR18 Pipe	\$32.00	\$19,808.00
17	801.XIII.1	13	LF	4" PVC C900 DR18 Pipe	\$27.00	\$351.00
18	801.XIII.2	2	EA	8" 90 Deg Ell CLDI C153 CL 350 Mech Jt	\$495.00	\$990.00
19	801.XIII.2	46	EA	8" 45-Deg Ell CLDI C153 CL 350 Mech Jt	\$486.00	\$22,356.00
20	801.XIII.2	4	EA	8"x8" Tee CLDI C153 CL 350 Mech Jt	\$645.00	\$2,580.00
21	801.XIII.2	11	EA	8"x6" Tee CLDI C153 CL 350 Mech Jt	\$590.00	\$6,490.00
22	801.XIII.2	2	EA	8" Plug CLDI C153 CL 350 Mech Jt	\$270.00	\$540.00
23	801.XIII.2	4	EA	6" 90d Ell CLDI C153 CL 350 Mech Jt	\$305.00	\$1,220.00
24	801.XIII.2	12	EA	6" 45d Ell CLDI C153 CL 350 Mech Jt	\$270.00	\$3,240.00
25	801.XIII.2	3	EA	6"x6" Tee CLDI C153 CL 350 Mech Jt	\$430.00	\$1,290.00
26	801.XIII.2	4	EA	6"x4" Tee CLDI C153 CL 350 Mech Jt	\$501.00	\$2,004.00
27	801.XIII.2	2	EA	6"x4" Reducer CLDI C153 CL 350 Mech Jt	\$220.00	\$440.00
28	801.XIII.2	6	EA	6" Plug CLDI C153 CL 350 Mech Jt	\$210.00	\$1,260.00
29	801.XIII.2	5	EA	4" 90d Ell CLDI C153 CL 350 Mech Jt	\$215.00	\$1,075.00
30	801.XIII.2	1	EA	4" Plug CLDI C153 CL 350 Mech Jt	\$185.00	\$185.00
31	801.XIII.6	95	EA	8" Bell Restraint For PVC Pipe	\$175.00	\$16,625.00
32	801.XIII.6	22	EA	6" Bell Restraint For PVC Pipe	\$160.00	\$3,520.00
33	801.XIII.6	2	EA	4" Bell Restraint For PVC Pipe	\$150.00	\$300.00
34	801.XIII.7	2	EA	Furnishing and Installing Thrust Collar - 6"	\$2,600.00	\$5,200.00

**009-21 Appendix B - Bid Workbook
Jammes Rd. Water Main Installation
(Only complete the Prices in Yellow Cells)**

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

**Reference found in this solicitation.

***Refer to Appendix A - Technical Specifications.

Item No.	Spec No.	Est. Qty.	Unit	Description	Unit Price	Extended Price
35	801.XIII.7	2	EA	Furnishing and Installing Thrust Collar - 4"	\$2,600.00	\$5,200.00
36	801.XIII.8	30	EA	1" Services - Long	\$2,100.00	\$63,000.00
37	801.XIII.8	24	EA	1" Services - Short	\$1,200.00	\$28,800.00
38	801.XIII.11	12	EA	Sample Tap - Compliance (Plates W-27)	\$275.00	\$3,300.00
39	801.XIII.12	2	EA	Sample Tap - Temporary (Plates W-25 or W-26)	\$270.00	\$540.00
40	801.XIV.1	4	EA	5.25" 3-way Fire Hydrant, w/acc	\$4,700.00	\$18,800.00
41	801.XIV.3	16	EA	8" Gate Valve MJ w/Box & Cover	\$2,300.00	\$36,800.00
42	801.XIV.3	19	EA	6" Gate Valve MJ w/Box & Cover	\$1,700.00	\$32,300.00
43	801.XIV.3	3	EA	4" Gate Valve MJ w/Box & Cover	\$1,500.00	\$4,500.00
44	918	8	EA	Connect to Exist WM - All sizes	\$3,200.00	\$25,600.00

Cash Allowances

Item No.	Spec No.	Est. Qty.	Unit	Description	Unit Price	Extended Price
45	917	1	LS	Law Enforcement Officer Allowance	\$8,000.00	\$8,000.00
46	2.17.10	1	LS	SWA Allowance	\$150,000.00	\$150,000.00

SUBTOTAL - WATER \$902,313.00

GENERAL/SPECIAL CONDITIONS (MAX. 10% OF SUBTOTAL) \$73,824.00

TOTAL (Subtotal plus General Conditions & Special Conditions, inclusive transfer total to Page 1 Appendix B- Bid Form) \$976,137.00



Formal Bid and Award System

Award #3 January 29, 2021

Type of Award Request: MISCELLANEOUS
Request #: 6922
Requestor Name: Davis, Deanna L. - Manager Development
Requestor Phone: (904) 665-8451
Project Title: RiverTown Main Street Phase 3
Project Number: 167-W, 167-R, 167-S
Project Location: JEA
Funds: Capital
Award Estimate: \$1,109,905.00

Scope of Work:

The RiverTown Main Street Phase 3 project is part of the RiverTown Developer Utility Service Agreement dated December 22, 2004, which outlines that certain JEA system improvements are reimbursable to the Developer. This includes approximately 4,300 linear feet (LF) of 12-inch water main, 4,250 LF of 12-inch reclaimed water main, 2,240 LF of 12-inch sewer force main, and 1,390 LF of 10-inch sewer force main.

Purchasing Agent: King, David
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
MATTAMY JACKSONVILLE LLC/GRIMES UTILITIES, INC.	D.J. Smith	DJ.Smith@mattamycorp.com	7800 Belfort Pkwy #195, Jacksonville FL 32256	(904) 279-9500	\$817,475.00

Amount for entire term of Contract/PO: \$817,475.00
Award Amount for remainder of this FY: \$817,475.00
Length of Contract/PO Term: Project Completion
Begin Date (mm/dd/yyyy): 04/05/2021
End Date (mm/dd/yyyy): Project Completion (Est. 09/2021)
JSEB Requirement: N/A - Developer Reimbursement

BIDDERS:

Name	Amount
MATTAMY JACKSONVILLE LLC/GRIMES UTILITIES, INC.	\$817,475.00
T G UTILITY COMPANY INC.	\$952,795.00
T B LANDMARK CONSTRUCTION INC.	\$974,400.00
VALLENCOURT CONSTRUCTION CO INC.	\$1,082,002.08
BURHNAM CONSTRUCTION	\$1,084,000.00

Background/Recommendations:

The RiverTown Main Street Phase 3 project is part of the RiverTown Developer Utility Service Agreement dated December 22, 2004, which outlines that certain JEA System improvements are

[Type here]

reimbursable to the Developer. Per Exhibit D of the Agreement, JEA will reimburse the Developer, Mattamy RiverTown, LLC, for the improvements associated with the RiverTown Main Street Phase 3 project. This includes approximately 4,300 LF of 12-inch water main, 4,250 LF of 12-inch reclaimed water main, 2,240 LF of 12-inch sewer force main, and 1,390 LF of 10-inch sewer force main.


The developer has followed JEA procurement directives by advertising and awarding to the lowest responsible bidder. The solicitation was advertised and a pre-bid meeting was held on 10/22/2020. The developer requested bids for all the utility work and the project was awarded based upon the lowest lump sum total. All of the bidders to Mattamy RiverTown, LLC are listed above, with Grimes Utilities, Inc. being the lowest responsive bidder at \$817,475.00. This is \$292,430.00 or approximately 26% lower than JEA's estimate and is deemed reasonable.

Approval is requested to award a contract to the developer, Mattamy RiverTown LLC, for the construction of the water main, reuse main and force main by Grimes Utilities, Inc. for RiverTown Main Street Phase 3 in the amount of \$817,475.00, subject to the availability of lawfully appropriated funds.

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

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

APPROVALS:

 _____ 01/29/2021

Chairman, Awards Committee **Date**

 _____ 1/29/2021

Budget Representative **Date**

DEVELOPER AND UTILITY SERVICE AGREEMENT

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

RECITALS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.13 “FDOT means the Florida Department of Transportation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. Limitations on Liability.

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

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

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

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

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

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

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

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

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

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

12. Assignments.

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

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

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

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

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

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

16. Representations and Warranties.

16.1 Developer makes the following representations:

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

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

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

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

16.2 JEA makes the following representations:

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

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

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

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

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

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

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

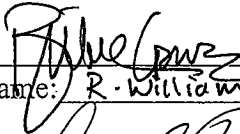


18.2 Except as provided in Section 18.4, JEA shall not make any application or request to SJRWMD or otherwise cause any modification to the Consumptive Use Permit for the Well. Except as provided in Section 18.4, JEA shall not request or cause any modification to the Development Order.

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

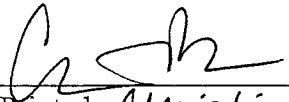
18.4 After December 31, 2014, JEA may make application or request to SJRWMD for a modification to Consumptive Use Permit No. 51220 that would allow JEA to use the well as a supplemental source for its reclaimed water system to the extent that such modification does not conflict with the Development Order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

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

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

WITNESSES:  Print Name: <u>R. William Crowe</u>  Print Name: <u>JAMES A. PERRY</u>	JEA , a body politic and corporate of the State of Florida By:  James A. Dickenson Its Chief Executive Officer
---	--

FORM APPROVED BY:


Printed: Christian Bleck
Office of General Counsel

WITNESSES:

Valerie M. Martin

Print Name: VALERIE M. MARTIN

Jennifer Lynch

Print Name: Jennifer Lynch

THE ST. JOE COMPANY, a Florida corporation

By: *Michael N. Regan*

Name Michael N. Regan

Its SR Vice President

LIST OF EXHIBITS

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

EXHIBIT "A"

**DRI PROPERTY
(LEGAL DESCRIPTION)**

Exhibit 1
DRI Property (Legal Description)

LEGAL DESCRIPTION

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

A part of the Hallowes Tract, being a part of the Francis P. Fatio Grant, being a part of Section 44, Township 5 South, Range 26 East, Section 39, Township 5 South, Range 27 East, Section 42, Township 6 South, Range 27 East, St. Johns County, Florida, being more particularly described as follows; for a **POINT OF REFERENCE**, commence at a large blazed cypress tree, said cypress tree standing within the waters of the St. Johns River, being the southwest corner of the lands described in Deed Book "K", Page 347, of the public records of said county, and shown on survey prepared by John F. Young & Associates, Civil Engineers & Surveyors, January 19, 1953; thence South $87^{\circ}10'56''$ East, along the southerly line of said lands described in Deed Book "K", Page 347, a distance of 846.80 feet to an 18 inch blazed live oak, said tree shown on said survey and being locally recognized and accepted as the southeast corner of said lands and the **POINT OF BEGINNING** of the herein described tract; thence North $52^{\circ}53'05''$ East, along the southeasterly line of the lands as shown by said survey and as described in Deed Book "K", Page 347, a distance of 2794.90 feet, to a 2 inch iron pipe in the centerline of an old existing and abandoned railroad grade; thence North $53^{\circ}05'27''$ East, along the southeasterly line of said lands as shown on said survey by John F. Young and Associates and as described in Parcel One of Deed Book 242, Page 512 of the aforementioned public records, a distance of 1231.93 feet, to a 1 inch iron pipe at the intersection with the southerly line of St. Elmo, as recorded in Map Book 1, Page 137 of the aforementioned public records, said line also being the northerly line of the aforementioned Hallowes Tract; thence North $89^{\circ}04'44''$ East, along said south line of St. Elmo and said north line of the Hallowes Tract, a distance of 883.69 feet to a point; thence departing last described line the following thirteen (13) courses and distances: thence North $03^{\circ}55'07''$ East, a distance of 229.88 feet to a point; thence North $28^{\circ}08'31''$ East, a distance of 230.63 feet to a point; thence North $19^{\circ}50'07''$ East, a distance of 43.96 feet to a point; thence North $85^{\circ}18'09''$ West, a distance of 65.01 feet to a point; thence North $34^{\circ}07'42''$ West, a distance of 98.40 feet to a point; thence North $18^{\circ}29'50''$ East, a distance of 79.61 feet to a point; thence North $63^{\circ}04'59''$ East, a distance of 36.01 feet to a point; thence North $12^{\circ}39'50''$ West, a distance of 167.86 feet to a point; thence North $68^{\circ}05'14''$ West, a distance of 51.93 feet to a point; thence North $45^{\circ}50'59''$ East, a distance of 103.39 feet to a point; thence North $41^{\circ}08'43''$ West, a distance of 99.33 feet to a point; thence North $24^{\circ}57'04''$ West, a distance of 92.86 feet to a point; thence North $16^{\circ}20'09''$ East, a distance of 200.76 feet to a point on the southerly right-of-way line of Bombing

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

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

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

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

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

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

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

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

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

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

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

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

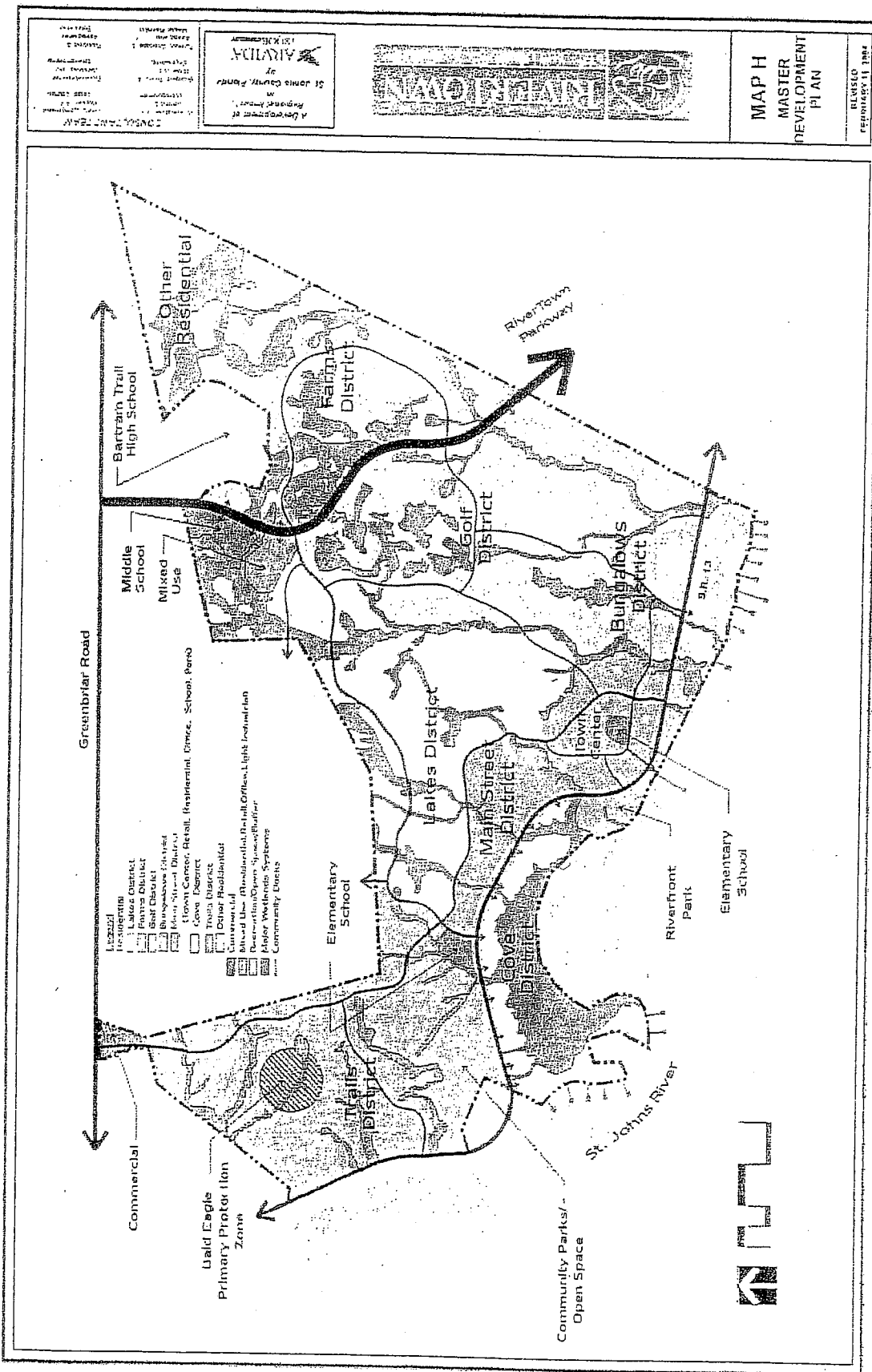
The lands thus described, contains 23.11 acres, more or less, in area.

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

EXHIBIT "B"

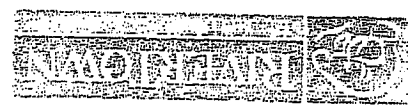
**RIVERTOWN DEVELOPMENT PLAN
(MAP H MASTER DEVELOPMENT PLAN)**

EXHIBIT "B"



CONSULTING TEAM
 1. Planning
 2. Engineering
 3. Surveying
 4. Environmental
 5. Architecture
 6. Landscape Architecture
 7. Urban Design
 8. Transportation
 9. Public Works
 10. Parks and Recreation
 11. Historic Preservation
 12. Cultural Resources
 13. Economic Development
 14. Social Services
 15. Health Services
 16. Senior Services
 17. Youth Services
 18. Special Services
 19. Other

A Government of
 St. Johns County, Florida
 Planning Department
 1000 N. Orange Blossom Trail
 Ocala, Florida 34471
 Phone: 352/369-1234
 Fax: 352/369-1235
 Website: www.stjohnscountyfla.gov



MAP H
 MASTER
 DEVELOPMENT
 PLAN
 REVISED
 11/11/11

EXHIBIT "C"

RIVERTOWN CAPACITY AND PHASING SCHEDULE

EXHIBIT C
RIVERTOWN
ESTIMATED CAPACITY AND PHASING SCHEDULE

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

* ADF - Average Daily Flow, from ADA

**EXHIBIT C
RIVERTOWN
ESTIMATED CAPACITY AND PHASING SCHEDULE**

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

* ADF - Average Daily Flow, from ADA

Grand totals are shown in bold

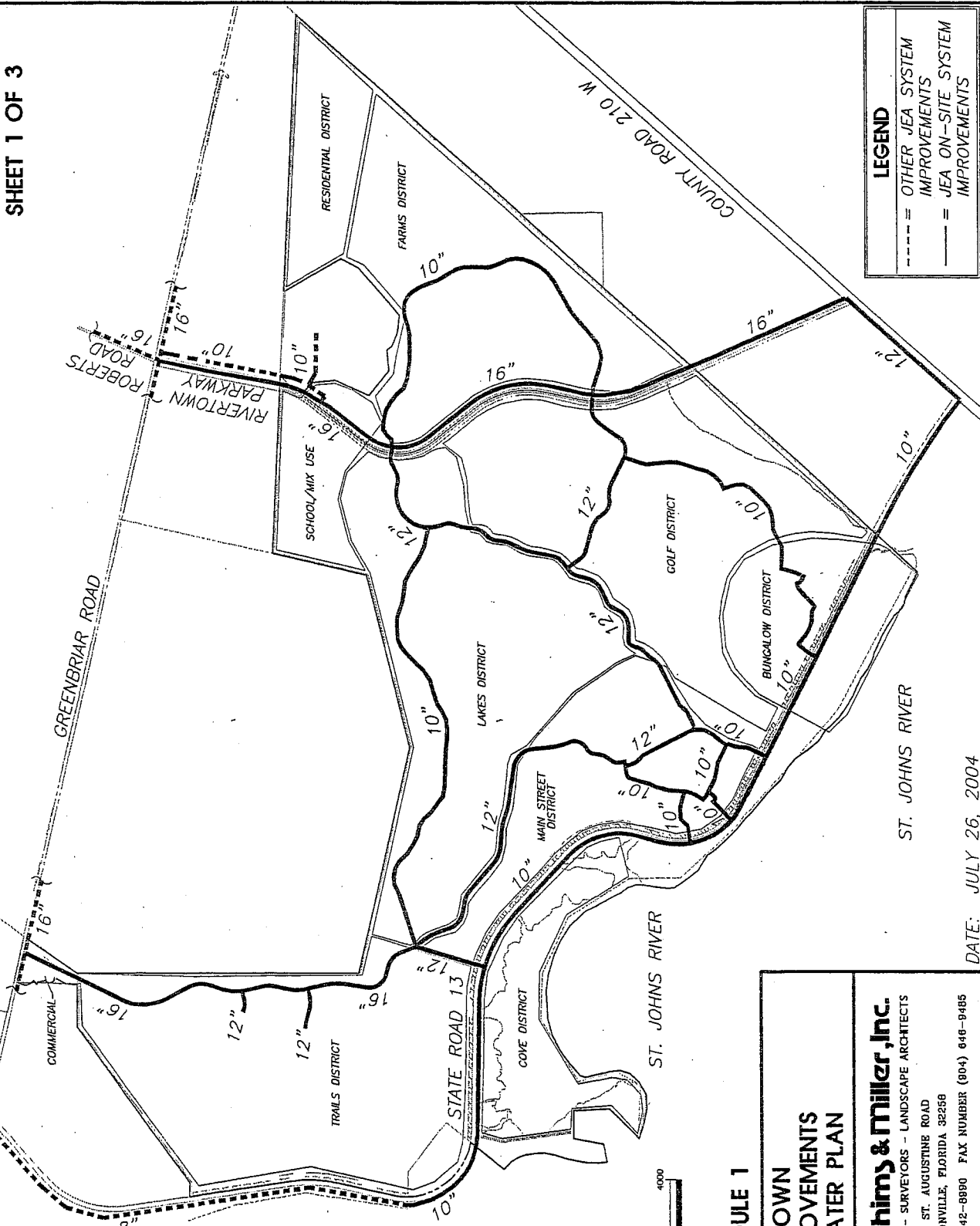
EXHIBIT "D"

JEA ON-SITE IMPROVEMENTS

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

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

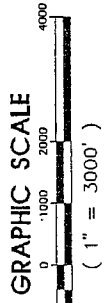
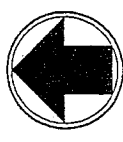
JEA System Improvements shall include, but not be limited to, improvements at the Well Site and the Facility Site and the improvements to connect such facilities to the other JEA System improvements.



LEGEND

--- (dashed line)	OTHER JEA SYSTEM IMPROVEMENTS
— (solid line)	JEA ON-SITE SYSTEM IMPROVEMENTS

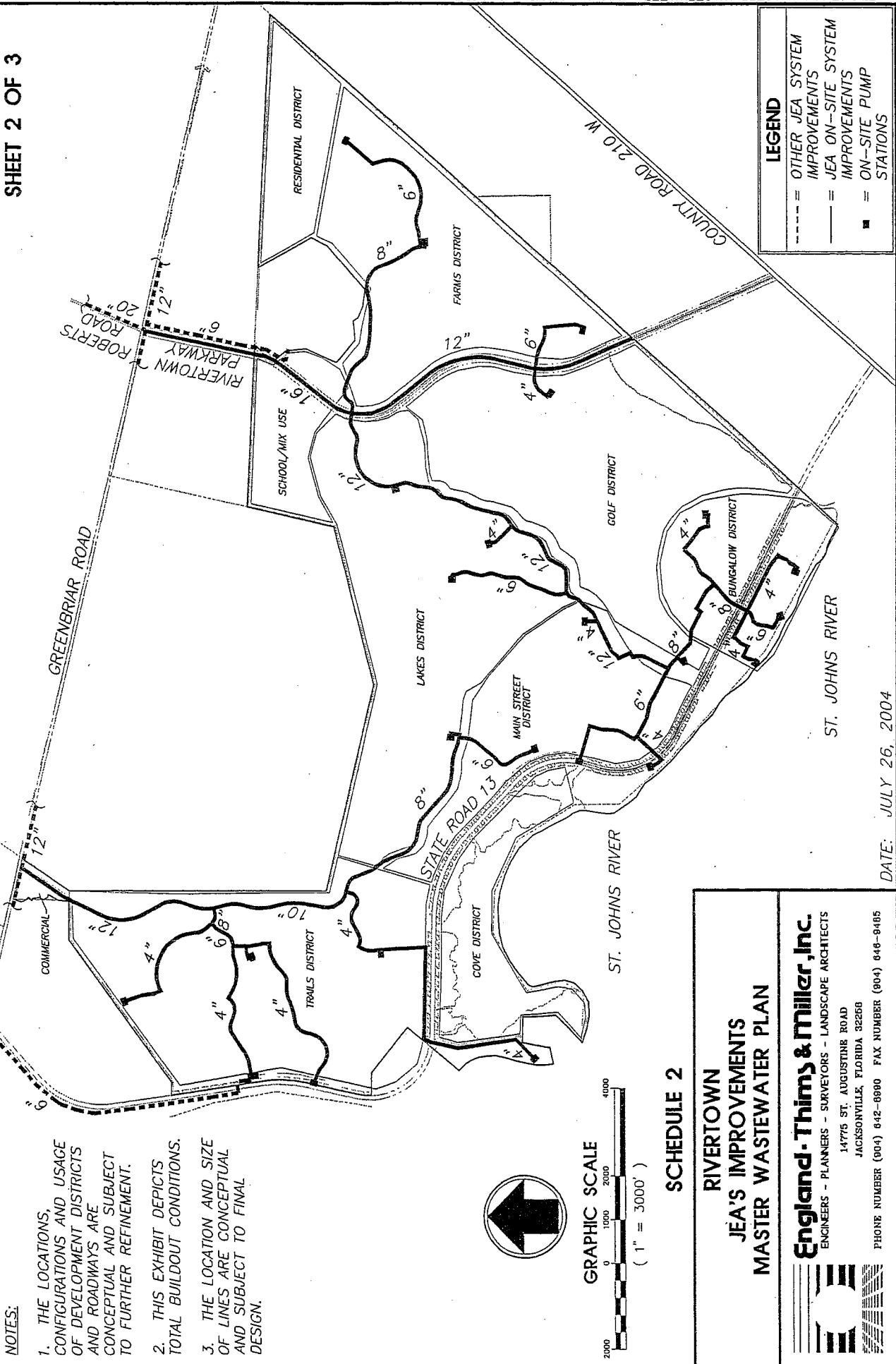
- NOTES:**
1. THE LOCATIONS, CONFIGURATIONS AND USAGE OF DEVELOPMENT DISTRICTS AND ROADWAYS ARE CONCEPTUAL AND SUBJECT TO FURTHER REFINEMENT.
 2. THIS EXHIBIT DEPICTS TOTAL BUILDOUT CONDITIONS.
 3. THE LOCATION AND SIZE OF LINES ARE CONCEPTUAL AND SUBJECT TO FINAL DESIGN.



SCHEDULE 1
RIVERTOWN
JEA'S IMPROVEMENTS
MASTER WATER PLAN

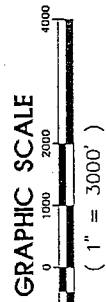
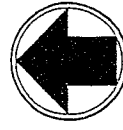
England-Thims & Miller, Inc.
 ENGINEERS - PLANNERS - SURVEYORS - LANDSCAPE ARCHITECTS
 14775 ST. AUGUSTINE ROAD
 JACKSONVILLE, FLORIDA 32256
 PHONE NUMBER (904) 642-8890 FAX NUMBER (904) 646-9485

DATE: JULY 26, 2004



NOTES:

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SCHEDULE 2

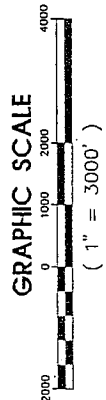
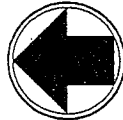
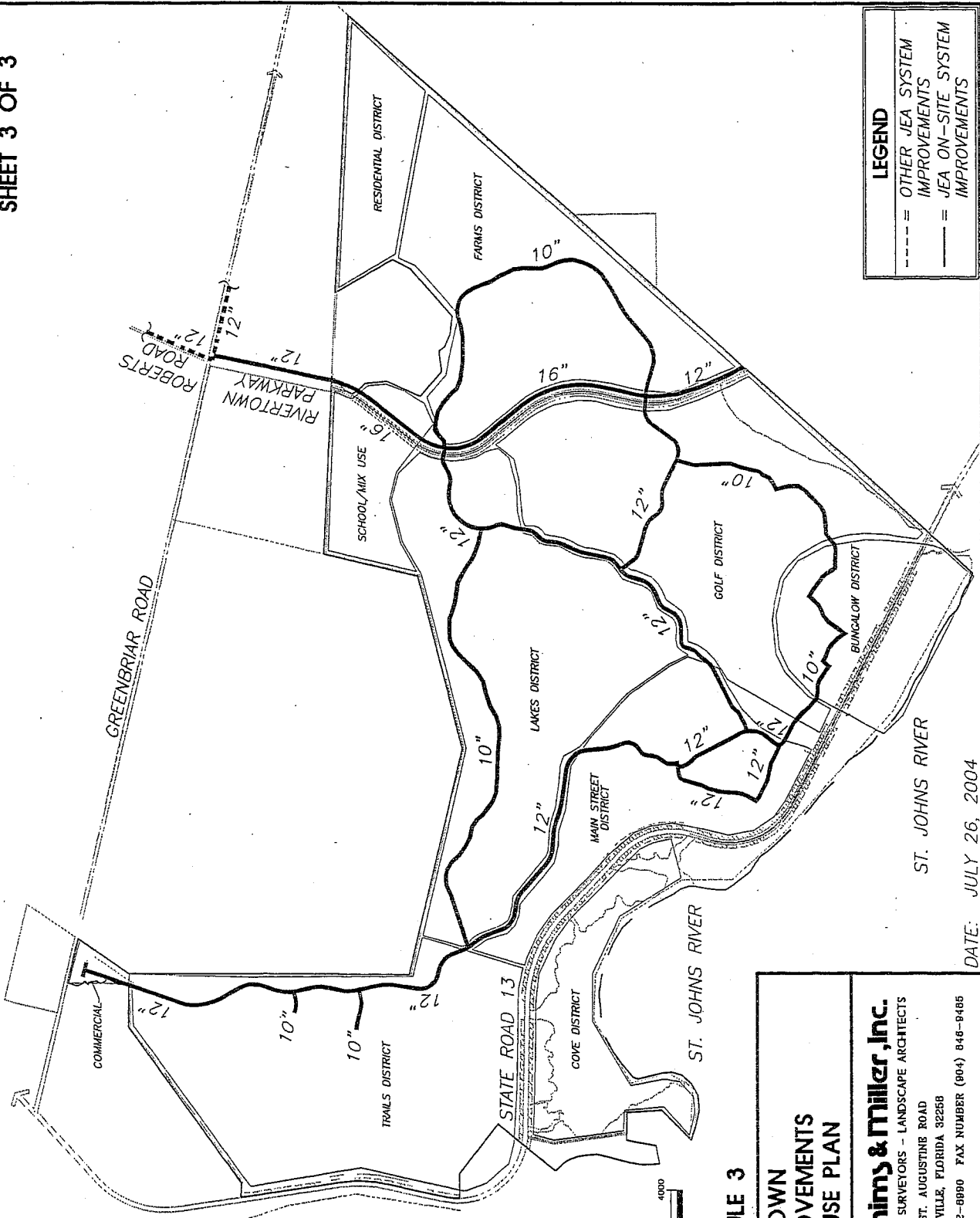
**RIVERTOWN
 JEA'S IMPROVEMENTS
 MASTER WASTEWATER PLAN**

England-Thims & Miller, Inc.
 ENGINEERS - PLANNERS - SURVEYORS - LANDSCAPE ARCHITECTS
 14775 ST. AUGUSTINE ROAD
 JACKSONVILLE, FLORIDA 32260
 PHONE NUMBER (904) 642-6980 FAX NUMBER (904) 646-9465

DATE: JULY 26, 2004

NOTES:

1. THE LOCATIONS, CONFIGURATIONS AND USAGE OF DEVELOPMENT DISTRICTS AND ROADWAYS ARE CONCEPTUAL AND SUBJECT TO FURTHER REFINEMENT.
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SCHEDULE 3
RIVERTOWN
JEA'S IMPROVEMENTS
MASTER REUSE PLAN

England-Thims & Miller, Inc.
 ENGINEERS - PLANNERS - SURVEYORS - LANDSCAPE ARCHITECTS
 14775 ST. AUGUSTINE ROAD
 JACKSONVILLE, FLORIDA 32258
 PHONE NUMBER (804) 842-8890 FAX NUMBER (804) 846-9486

DATE: JULY 26, 2004

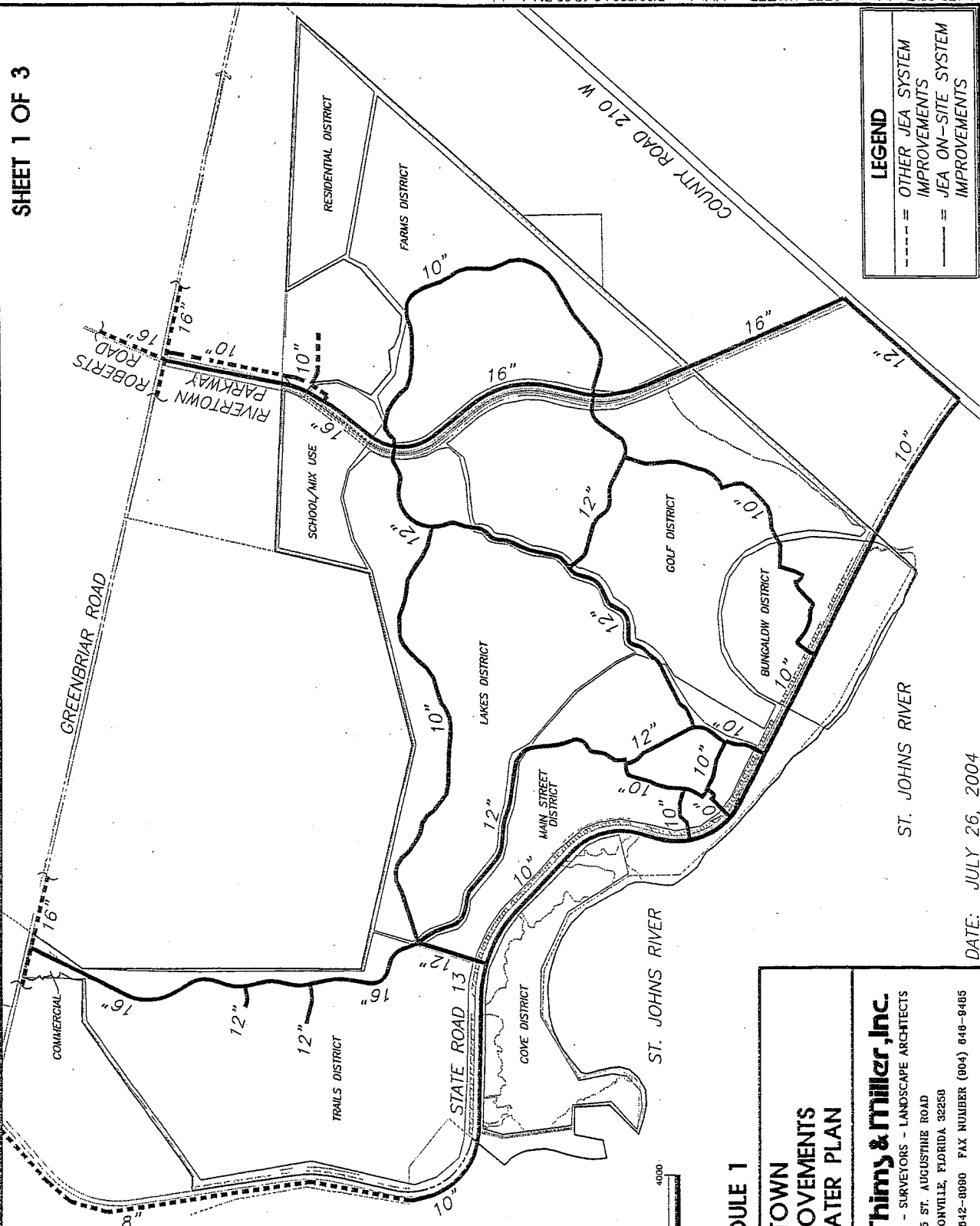
EXHIBIT "E"

JEA SYSTEM IMPROVEMENTS

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

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

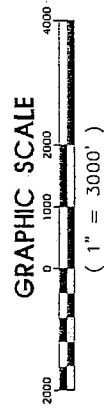
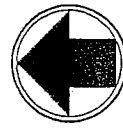
JEA System Improvements shall include, but not be limited to, improvements at the Well Site and the Facility Site and the improvements to connect such facilities to the other JEA System Improvements.



LEGEND

--- (dashed line)	OTHER JEA SYSTEM IMPROVEMENTS
— (solid line)	JEA ON-SITE SYSTEM IMPROVEMENTS

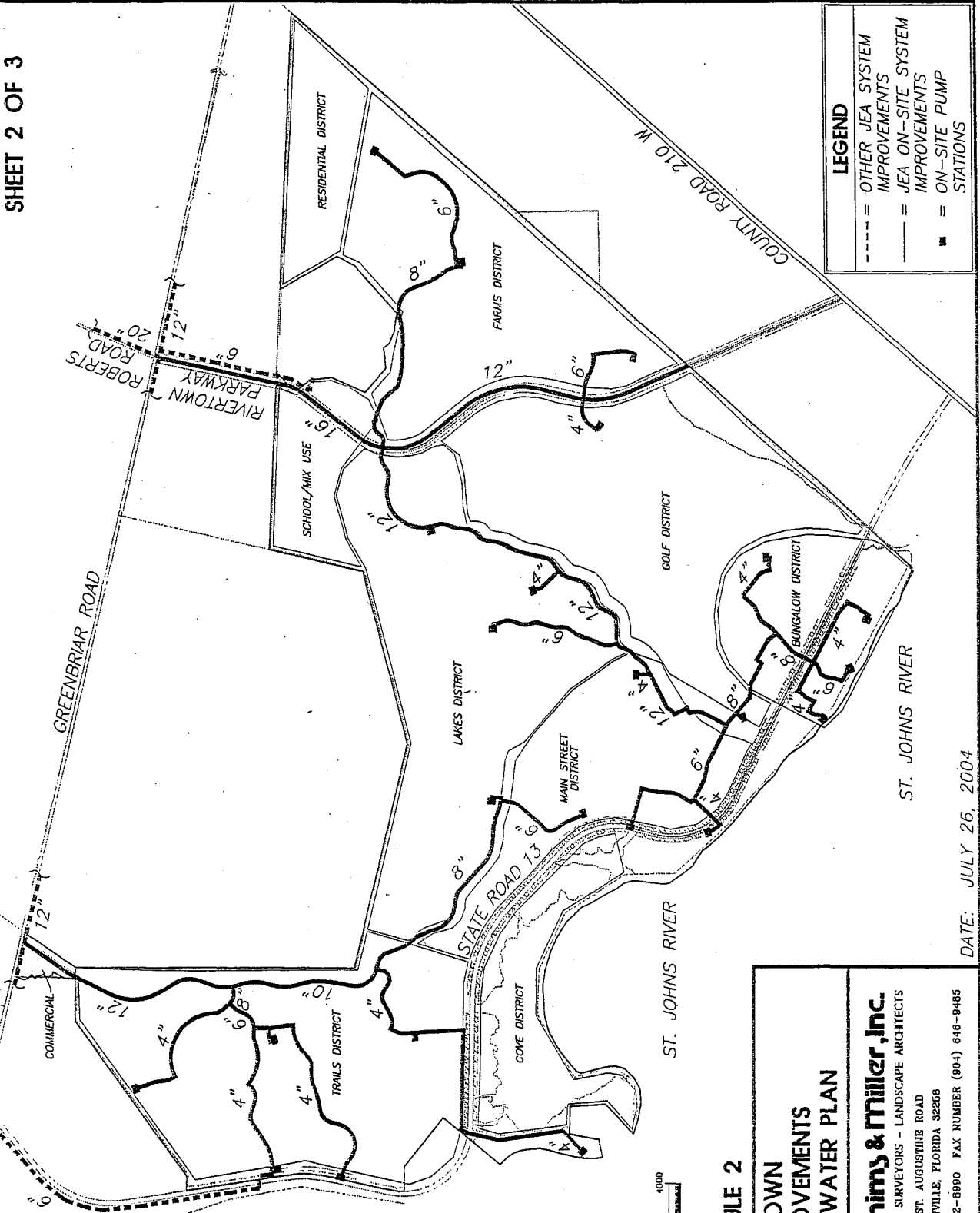
- NOTES:**
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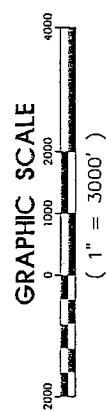
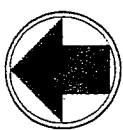
SCHEDULE 1
RIVERTOWN
JEA'S IMPROVEMENTS
MASTER WATER PLAN

England-Thims & Miller, Inc.
 ENGINEERS - PLANNERS - SURVEYORS - LANDSCAPE ARCHITECTS
 14775 ST. AUGUSTINE ROAD
 JACKSONVILLE, FLORIDA 32258
 PHONE NUMBER (904) 642-8890 FAX NUMBER (904) 648-9485

DATE: JULY 26, 2004



- NOTES:**
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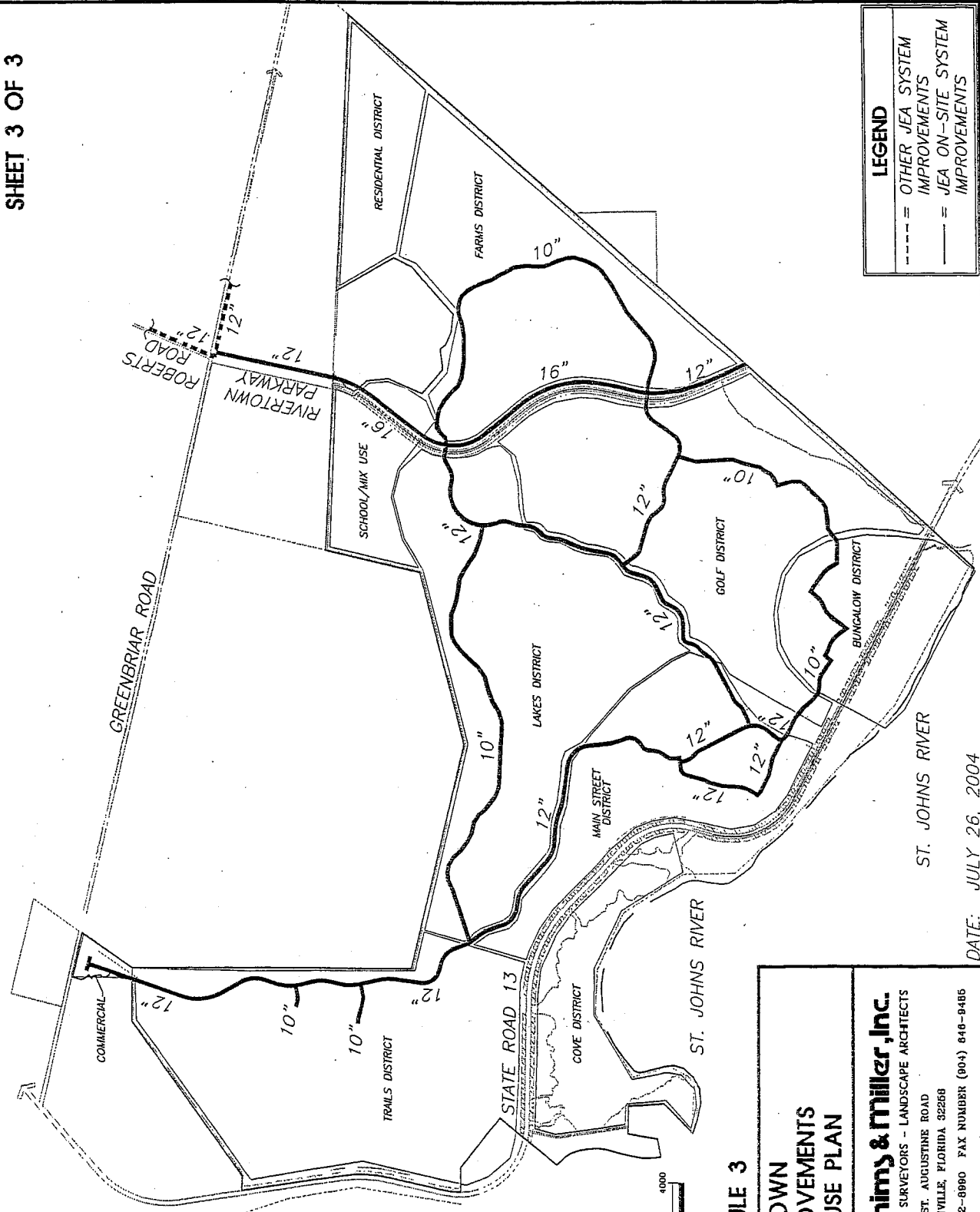


SCHEDULE 2

**RIVERTOWN
JEA'S IMPROVEMENTS
MASTER WASTEWATER PLAN**

England-Thims & Miller, Inc.
ENGINEERS - PLANNERS - SURVEYORS - LANDSCAPE ARCHITECTS
14775 ST. AUGUSTINE ROAD
JACKSONVILLE, FLORIDA 32258
PHONE NUMBER (904) 642-8890 FAX NUMBER (904) 648-9485

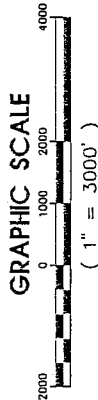
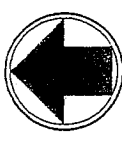
DATE: JULY 26, 2004



LEGEND

--- (dashed line)	OTHER JEA SYSTEM IMPROVEMENTS
— (solid line)	JEA ON-SITE SYSTEM IMPROVEMENTS

- NOTES:**
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SCHEDULE 3

**RIVERTOWN
JEA'S IMPROVEMENTS
MASTER REUSE PLAN**

England-Thimms & Miller, Inc.
 ENGINEERS - PLANNERS - SURVEYORS - LANDSCAPE ARCHITECTS
 14776 ST. AUGUSTINE ROAD
 JACKSONVILLE, FLORIDA 32268
 PHONE NUMBER (904) 642-9990 FAX NUMBER (904) 646-9485

DATE: JULY 26, 2004

EXHIBIT "F"

**SPECIAL CONDITIONS 18 AND 19 OF
RIVERTOWN DEVELOPMENT ORDER**

RESOLUTION NO. 2004-45

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

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

RECITALS

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

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

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

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

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

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

(ii) Stormwater.

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

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

- (i) The Developer will use low-flow plumbing fixtures consistent with the Water Conservation Act, 553.14, Florida Statutes (2003).
- (ii) The Developer, property owner's association, CDD or water utility provider will implement a water conservation education program as specified in Section

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

- iii) The Developer will include information on Xeriscape, native vegetation, and drought tolerant vegetation (*SJRWMD Xeriscape Plant Guide*, water conservation guides and *IFAS's Xeriscape Plant Guides* and IFAS's Cooperation Extension Services "*Florida Yards and Neighborhoods*" material) in design guidelines for the project.
- iv) Within project common areas, commercial areas, and multi-family residential complexes, 50% of planted vegetation, by aerial extent, will consist of native, drought tolerant or xeric vegetation in all landscaped areas. Landscaped areas include planted vegetation and mulch; however, they do not include hardscaped areas. Native or drought-resistant plants include those in the District's *Waterwise Florida Landscapes*, the Florida Native Plant Society's list of native landscape plants for St. Johns County, *A Gardner's Guide to Florida's Native Plants* (Osorio 2001), or comparable guidelines prepared by the Florida Dept. of Agriculture and Consumer Services, Fish and Wildlife Conservation Commission, or FDEP.
- v) Within common areas, commercial areas, and multi-family residential complexes, the Applicant, its successors and assigns, will use at least 70% of fertilizer use in slow-release or organic form.
- i) Project covenants and restrictions will prohibit the use of decorative and ornamental fountains, except for those that use reclaimed water or stormwater, consistent with

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

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

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

20. Stormwater Management and Floodplains.

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

EXHIBIT "G"

WELL SITE DESCRIPTION

RIVERTOWN WELL SITE

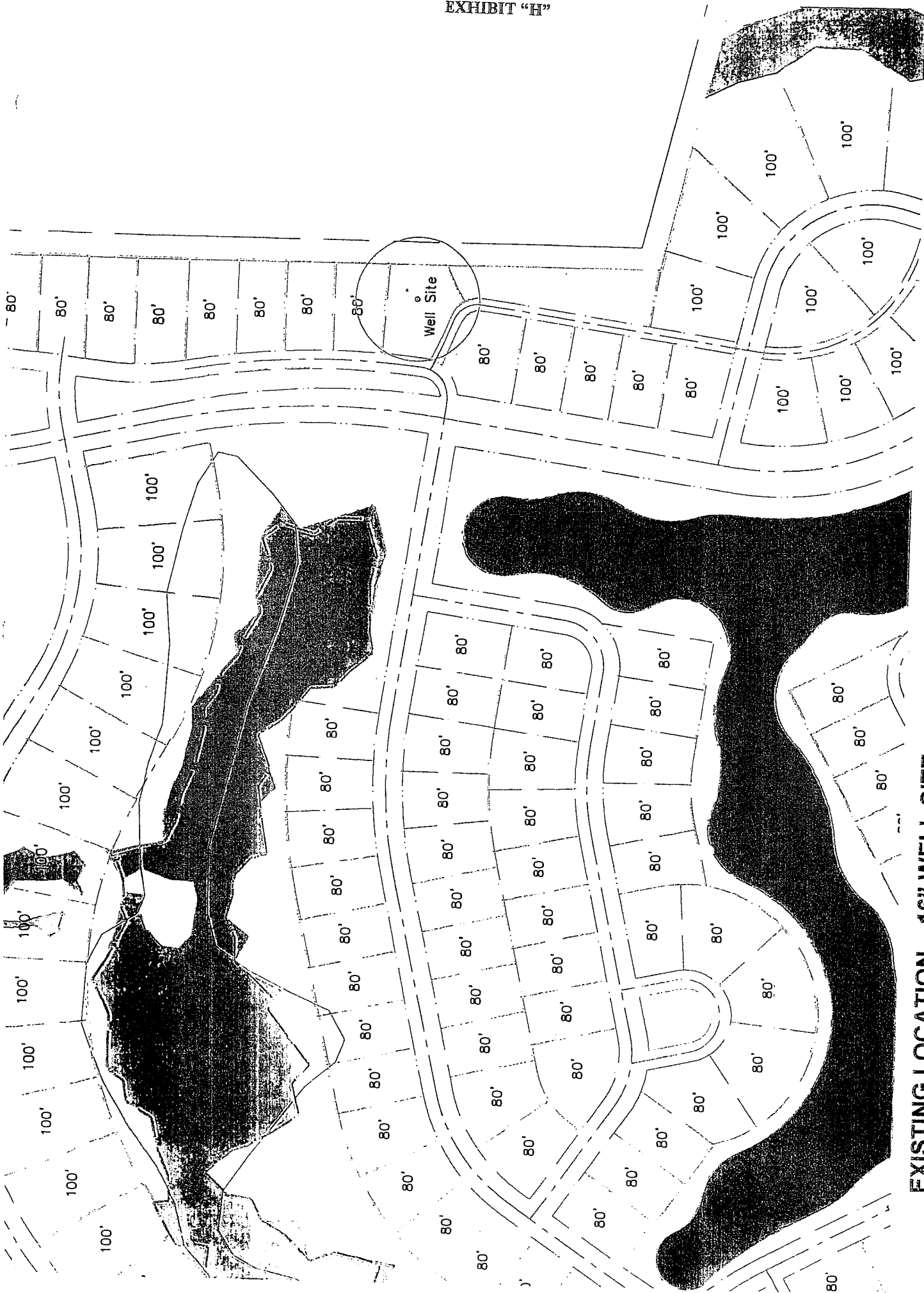
A parcel of land, being a portion of the Hallows Tract, situated in the Francis P. Fatio Grant, Section 44, Township 5 South, Range 26 East, St. Johns County, Florida, said parcel of land being more particularly described as follows:

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

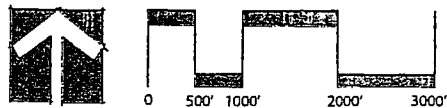
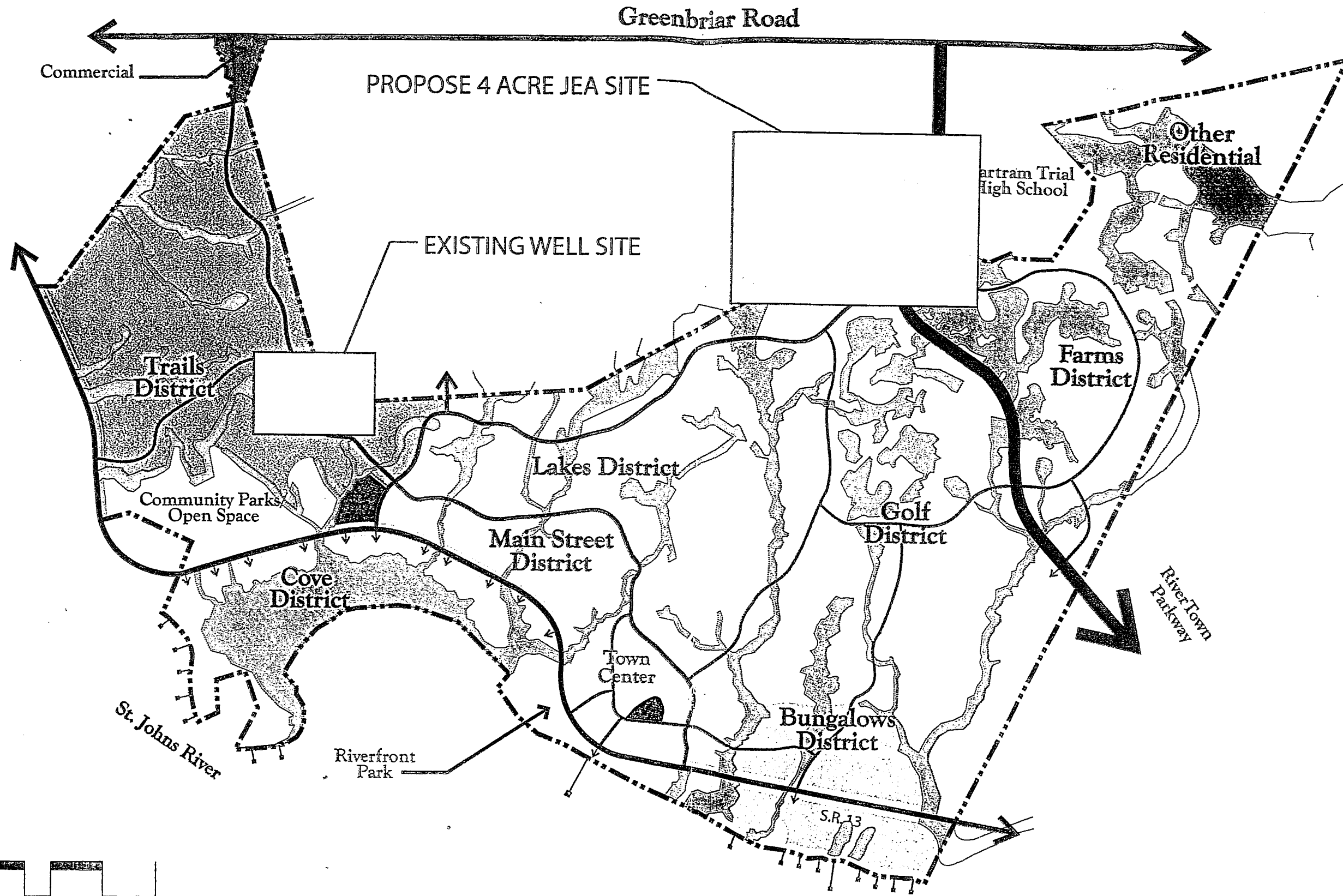
From the Point of Beginning thus described continue South 00°00'46" West, continuing along last said line, a distance of 235.00 feet, to a point; run thence North 81°14'04" West, a distance of 230.00 feet, to a point; run thence North 07°47'30" East, a distance of 201.86 feet, to a point; run thence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

EXHIBIT "H"

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



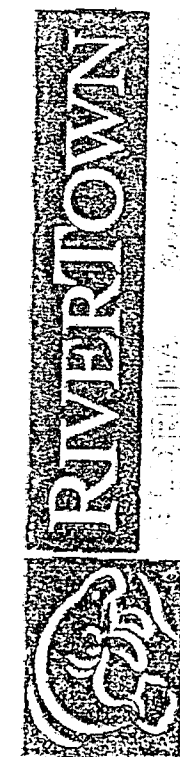
EXISTING LOCATION - 16" WELL SITE



RIVERTOWN CONCEPTUAL SITE PLAN
KEY MAP

CONSULTANT TEAM
 Wilson Miller, Inc. Planning & Transportation
 Lewis, Longman & Walker, P.A. Legal Counsel
 Englund, Thims & Miller, Inc. Engineering
 Environmental Services, Inc. Environmental
 Fishkind & Associates Environmental
 Tunelli, Spanglor & Associates Master Planning
 Economic

A Development of Regional Impact
 in
 St. Johns County, Florida
 by
ARVIDA
 a STJOR company



MAP H
 MASTER DEVELOPMENT PLAN

REVISED
 FEBRUARY 2004

EXHIBIT "I"

**PARTIAL ASSIGNMENT AND ASSUMPTION OF
SERVICE AGREEMENT**

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

RECITALS:

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

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

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

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

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein. All terms not defined herein shall have the meanings set forth in the Service Agreement.
2. **Representations and Warranties of Assignor and Assignee.** Assignor and Assignee hereby represent and warrant to each other party hereto which representations and warranties are true as of the date hereof:

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

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

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

3. **Assignment.**

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

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

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

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

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

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

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

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

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

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

{ This space left blank intentionally }

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

ASSIGNOR:

THE ST. JOE COMPANY, a Florida corporation,

By: _____

Name: _____

Title: _____

Date: _____

ASSIGNEE

By: _____

Name: _____

Title: _____

Date: _____

LIST OF EXHIBITS

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

EXHIBIT "A"

Water, Sewer and Reclaimed Water Capacity

EXHIBIT "B"

JEA On-Site Improvements

EXHIBIT "J"

**PARTIAL ASSIGNMENT AND ASSUMPTION
OF SERVICE AGREEMENT**

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

RECITALS:

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

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

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

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

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

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

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

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

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

11. **Assignment.**

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

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

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

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

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

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

{ This space left blank intentionally }

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

ASSIGNOR:

THE ST. JOE COMPANY, a Florida corporation

By: _____

Name: _____

Title: _____

Date: _____

ASSIGNEE:

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT "A"

JEA On-Site Improvements

21 West Church Street
Jacksonville, Florida 32202-3139



April 1, 2008

TO: Donald Burch
Chris Reichart

E L E C T R I C

W A T E R

S E W E R

Attached is a copy of the Partial Assignment and Assumption of Service Agreement between The St. Joe Company and Main Street Community Development District.

A handwritten signature in black ink that reads "Vickie".

Vickie Cavey
Director, Strategic Partnerships & Acquisitions

**PARTIAL ASSIGNMENT AND ASSUMPTION
OF SERVICE AGREEMENT**

THIS PARTIAL ASSIGNMENT AND ASSUMPTION by and between **MAIN STREET COMMUNITY DEVELOPMENT DISTRICT**, a special purpose unit of local government established pursuant to Chapter 190, Florida Statutes, whose address is c/o Governmental Management Services, 475 West Town Place, Suite 111, St. Augustine, Florida 32092 (“Assignee”), and **THE ST. JOE COMPANY**, a Florida corporation, whose address is 245 Riverside Avenue, Suite 500, Jacksonville, Florida 32202, (“Assignor”), is entered into and effective as of January 7, 2008

WHEREAS, Assignor is the developer of the RiverTown Property (the “Developer”) 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 January 1, 2004 (the “Service Agreement”).

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

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

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 Agreement 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 transaction 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 defined in the Service Agreement and Assignee hereby assumes all obligations under the Service Agreement with respect to that portion of the JEA On-Site Improvements herein assigned; including, but not limited to, those rights and obligations under Sections 3.7, 3.9, 5 and 12.1 of the Service Agreement.

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 RiverTown Property.

4. **Progress Payments.** Assignee agrees and covenants that all funds received from JEA pursuant to the Service Agreement shall be applied to the repayment of the bonds or other indebtedness which paid for said JEA On-Site Improvements, or to the Developer if Developer paid for said JEA On-Site Improvements, or shall fund additional construction.

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 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.

7. **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.

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

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

ASSIGNOR:

THE ST. JOE COMPANY, a Florida corporation

By: WMS

Name: William S. McCalmont

Title: Chief Financial Officer

Date: 1/7/08

ASSIGNEE:

MAIN STREET COMMUNITY DEVELOPMENT DISTRICT, a special purpose unit of local government established pursuant to Chapter 190 of the Florida Statutes

By: [Signature]

Name: Nicholas T. Cassale

Title: Chairman

Date: 1-7-08

ATTEST:

[Signature]
Secretary

ARTICLE 1 – BID RECIPIENT

- 1.01 The Entity the bid is addressed to: **Mattamy Rivertown, LLC**
39 Riverwalk Blvd
St Johns, FL 32259
- The physical address the bid is submitted to: **Prosser, Inc. Attn: Greg Will**
13901 Sutton Park Drive S. Suite 200
Jacksonville, FL 32224
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

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

ARTICLE 3 – BIDDER’S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:
- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
1	11/12/2020
_____	_____
_____	_____

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions that have been identified in SC-4.06
- E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

- A. this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

ARTICLE 5 – BASIS OF BID

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

Lump Sum Price-	Eight Hundred Seventeen Thousand Four	\$817,475.00
	Hundred Seventy Five Dollars & Zero Cents	
	Written	Numeric

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete within **210** calendar days, after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 14.07.B of the General Conditions within **240** calendar days after the date when the Contract Times commence to run.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.
 - A. **Liquidated damages for failure to meet times specified will be \$1000/ calendar day.**

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are attached to and made a condition of this Bid:
 - A. Schedule of Values

ARTICLE 8 - DEFINED TERMS

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

ARTICLE 9 - BID SUBMITTAL

9.01 This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

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

Doing business as: _____

A Partnership

Partnership Name: _____ (SEAL)

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

Name (typed or printed): _____

A Corporation

Corporation Name: Grimes Utilities, Inc. _____ (SEAL)

State of Incorporation: FL
Type (General Business, Professional, Service, Limited Liability): Incorporated

By: Jessica Fitzgerald, VP. _____
(Signature – attach evidence of authority to sign)

Name (typed or printed): Jessica Fitzgerald, VP

Title: Vice President

Attest: [Signature] _____ (CORPORATE SEAL)
(Signature of Corporate Secretary)







Date of Qualification to do business in Florida [State Where Project is Located] is 08 \ 14 \ 08



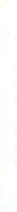












A Joint Venture

Name of Joint Venturer: _____

First Joint Venturer Name: _____ (SEAL)

RIVERTOWN MAIN ST EXT PH 3 - PUBLIC BID	QTY	UNIT	UNIT COST	TOTAL
MOBILIZATION & GENERAL CONDITIONS				
MOBILIZATION & GENERAL CONDITIONS	1	LS	\$ 16,275.00	\$ 16,275.00
MOBILIZATION & GENERAL CONDITIONS SUBTOTAL				\$ 16,275.00
POTABLE WATER SYSTEM				
12" WATER MAIN (INCL FITTINGS, RESTR, TESTING, LAYOUT, ASBUILTS, CONN)	4,340	LF	\$ 51.00	\$ 221,340.00
8" WATER MAIN (INCL FITTINGS, RESTR, TESTING, LAYOUT, ASBUILTS, CONN)	280	LF	\$ 31.00	\$ 8,680.00
6" WATER MAIN (INCL FITTINGS, RESTR, TESTING, LAYOUT, ASBUILTS, CONN)	80	LF	\$ 28.00	\$ 2,240.00
12" MJ GATE VALVE	13	EA	\$ 2,550.00	\$ 33,150.00
8" MJ GATE VALVE	6	EA	\$ 1,515.00	\$ 9,090.00
6" MJ GATE VALVE	7	EA	\$ 1,120.00	\$ 7,840.00
SAMPLE POINTS	7	EA	\$ 375.00	\$ 2,625.00
FLUSHING HYDRANT	6	EA	\$ 1,540.00	\$ 9,240.00
FIRE HYDRANT	7	EA	\$ 3,250.00	\$ 22,750.00
POTABLE WATER SYSTEM SUBTOTAL				\$ 316,955.00
REUSE DISTRIBUTION SYSTEM				
12" REUSE MAIN (INCL FITTINGS, RESTR, TESTING, LAYOUT, ASBUILTS, CONN)	4,360	LF	\$ 49.00	\$ 213,640.00
8" REUSE MAIN (INCL FITTINGS, RESTR, TESTING, LAYOUT, ASBUILTS, CONN)	300	LF	\$ 33.00	\$ 9,900.00
12" MJ GATE VALVE	12	EA	\$ 2,550.00	\$ 30,600.00
8" MJ GATE VALVE	5	EA	\$ 1,515.00	\$ 7,575.00
FLUSHING HYDRANT	6	EA	\$ 1,540.00	\$ 9,240.00
REUSE DISTRIBUTION SYSTEM SUBTOTAL				\$ 270,955.00
FORCE MAIN SYSTEM				
12" FORCE MAIN (INCL FITTINGS, RESTR, TESTING, LAYOUT, ASBUILTS, CONN)	2,320	LF	\$ 50.00	\$ 116,000.00
10" FORCE MAIN (INCL FITTINGS, RESTR, TESTING, LAYOUT, ASBUILTS, CONN)	1,340	LF	\$ 40.50	\$ 54,270.00
8" FORCE MAIN (INCL FITTINGS, RESTR, TESTING, LAYOUT, ASBUILTS, CONN)	80	LF	\$ 39.00	\$ 3,120.00
AIR RELEASE VALVE ASSEMBLY	4	EA	\$ 8,800.00	\$ 35,200.00
12" MJ GATE VALVE	1	EA	\$ 2,550.00	\$ 2,550.00
10" MJ GATE VALVE	1	EA	\$ 2,150.00	\$ 2,150.00
8" MJ GATE VALVE	1	EA	\$ 1,515.00	\$ 1,515.00
FORCE MAIN SYSTEM SUBTOTAL				\$ 213,290.00
GRAND TOTAL				\$817,475.00

ID	Task Name	Duration	Start	Finish	2nd Quarter	3rd Quarter	Apr	May	Jun	Jul	Aug	Sep
1	MOBILIZATION	1 day	Mon 4/5/21	Mon 4/5/21								
2	RECEIVE MATERIALS	5 days	Tue 4/6/21	Mon 4/12/21								
3	INSTALL WATER, RECLAIM & FORCE MAIN 90 days	90 days	Tue 4/13/21	Mon 8/16/21								
4	TESTING OF MAINS	10 days	Tue 8/17/21	Mon 8/30/21								
5	FINAL & CLOSE OUT	2 days	Tue 8/31/21	Wed 9/1/21								
6	DEMOBILIZATION	1 day	Thu 9/2/21	Thu 9/2/21								

Task		Task	
Split		Manual Summary Rollup	
Milestone		Manual Summary	
Summary		Start-only	
Project Summary		Finish-only	
Group By Summary		Deadline	
Rolled Up Task		Progress	
Rolled Up Milestone			

Project: RIVERTOWN MAIN ST
Date: Mon 11/16/20

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that Grimes Utilities Inc. as Principal, hereinafter called the Principal, and Merchants Bonding Company a corporation duly organized under the laws of the State of IA as Surety, hereinafter called the Surety, are held and bound unto Mattamy Homes as Obligee, hereinafter called the Obligee, in the sum of

Five Percent of Bid Amount Dollars(5%)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Main Street Extension Phase 3

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and Sealed this 17th day of November 2020

[Signature] (Witness)

[Signature] (Witness)

Grimes Utilities Inc. (Principal) (Seal)

[Signature] (Title)

Merchants Bonding Company (Surety) (Seal)

[Signature] (Title) Robert T. Theus Attorney in Fact

MERCHANTS
BONDING COMPANY, INC.
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Benjamin Powell; Fitzhugh K Powell Jr; Robert T Theus; Susan W Jordan

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 11th day of February, 2020



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 11th day of February, 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 17th day of November 2020



William Warner Jr.
Secretary

**UNANIMOUS WRITTEN CONSENT
OF
"GRIMES UTILITIES, INC."**

The undersigned, being the directors of GRIMES UTILITIES, INC. (the "Corporation"), hereby consents pursuant to §607.0205(2), Florida Statutes, to the adoption of the following resolutions in lieu of meeting:


WHEREAS, in the normal course of business the Corporation submits quotations and responses to invitations to bid for work to be performed by the Corporation; and

WHEREAS, the President, Vice President, Secretary and Treasurer are responsible for preparing and executing quotations and bid proposals

NOW THEREFORE, be it resolved: the President/Director/Treasurer, Richard S. Grimes; Vice President, Jessica A. Fitzgerald; and Secretary, Dallas M. Grimes are each hereby authorized to execute and deliver quotations and responses to invitations to bid for work to be performed by the Corporation

IN WITNESS WHEREOF, the undersigned have duly executed this Consent on this 6th day of July, 2018.


Richard S. Grimes, President/Director/Treasurer


Jessica A. Fitzgerald, Vice President


Dallas M. Grimes, Secretary



Ron DeSantis, Governor

Halsey Beshears, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



GRIMES, RICHARD SCOTT

GRIMES UTILITIES INC
1244 LAKEVIEW DR
ORANGE PARK FL 32073

LICENSE NUMBER: CUCA50629

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Ron DeSantis, Governor



Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



GRIMES, RICHARDS

GRIMES UTILITIES INC
385 CORPORATE WAY
ORANGE PARK FL 32073

LICENSE NUMBER: CGC1518790

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Formal Bid and Award System

Award #4 January 29, 2021

Type of Award Request: IFB - INVITATION FOR BID
Request #: 6900
Requestor Name: Keeler, Jessica
Requestor Phone: (904) 665-6403
Project Title: Network Submersible Transformers for JEA Inventory Stock
Project Number: 8006656
Project Location: JEA
Funds: Inventory Blanket Account
Budget Estimate: N/A
Scope of Work:

The purpose of this Procurement request was to solicit pricing for Network Submersible Transformers for JEA's inventory stock.

JEA IFB/RFP/State/City/GSA#: 102-20
Purchasing Agent: Roddy, Colin Patrick
Is this a Ratification?: No

RECOMMENDED AWARDEES:

Name	Vendor Contact	Email	Address	Phone	Amount
WESCO DISTRIBUTION INC.	Ashely Cirlot	acirlot@wesco.com	5971 Pershing Ave, Orlando, FL 32822	407-434-4025	\$1,592,760.74

Amount for entire term of Contract/PO: \$1,592,760.74
Award Amount for remainder of this FY: \$1,141,871.17
Length of Contract/PO Term: Three (3) Years
Begin Date (mm/dd/yyyy): 02/14/2021
End Date (mm/dd/yyyy): 02/13/2024
Renewal Options: No Renewals
JSEB Requirement: N/A - Optional

BIDDERS:

Name	Extended Price	Bidder Disqualification	Proposed Award
WESCO DISTRIBUTION INC.	\$1,592,760.74	No	\$1,592,760.74

Background/Recommendation:

Advertised 10/07/2020, three (3) vendors attended the optional pre-response meeting on 10/14/2020. At Response opening on 11/03/2020, JEA received one (1) Response. JEA is unwilling to accept alternates as the dry type cast coil Submersible Transformer is currently the only product design that can fit the needed requirement. Only ABB Transformers submitted an offering through Wesco as a distributor, but JEA continues to explore new market entries.

JEA is procuring Network Submersible Transformers for JEA inventory stock in an effort to improve network reliability. Network Submersible Transformers help JEA provide safe and reliable electrical service to JEA’s customers in the downtown network. For these units, the active parts are secured inside a sealed, corrosion resistant, steel tank and are known as dry-type submersible transformers.

Some benefits to utilities of using dry-type submersible transformers are:

- No oil in the transformer reduces the risk of fire and eliminates the concern of oil leaks which are important factors for transformers installed in buildings or in sidewalk vaults.
- With the transformer core/coil installed in a sealed tank, the transformer is protected in the event of flooded transformer rooms or vaults.
- The sealed tank design also means there is no need for periodic maintenance/cleaning of the core/coil assemblies.

JEA Item ID	Item Description	Wesco Quoted Unit Price	Estimated FY21 Usage	Estimated FY21 Value	Estimated Contract Usage	Estimated Contract Value
TRALC003	Transformer, Dry Type Submersible, 1000Kva, Highside Eaton Switch	\$184,938.65	1	\$184,938.65	1	\$184,938.65
TRALC004	Transformer, Dry Type Submersible, 1500Kva, Highside Eaton Switch	\$211,656.44	0	\$0.00	1	\$211,656.44
TRALC005	Transformer, Dry Type Submersible, 2000Kva, Highside Eaton Switch	239,233.13	4	\$956,932.52	5	\$1,196,165.65

For comparison purposes, TRALC001 and TRALC002 are the current wet-type submersible transformers that are setup in the JEA inventory account, and were last purchased in 2019. The unit pricing proposed for this Award for the dry-type transformers is on average 43% higher compared to the wet-type units purchased in 2019.

JEA Item ID	Item Description	Quoted Unit Price	Comparison Transformer	Item Description	Previous 2019 Spot Buy Price
TRALC003	Transformer, Dry Type Submersible, 1000Kva, Highside Eaton Switch	\$184,938.65	TRALC001	Transformer, 1000/1500 KVA, 13200 Delta Volt Primary 480Y/277 Volt Secondary Cast Coil	\$135,858.00
TRALC004	Transformer, Dry Type Submersible,	\$211,656.44	TRALC001	Either TRALC001 Or TRALC002 Will Work	\$135,858.00 or \$159,418.00


	1500Kva, Highside Eaton Switch				
TRALC005	Transformer, Dry Type Submersible, 2000Kva, Highside Eaton Switch	\$239,233.13	TRALC002	Transformer, 1500/2250 KVA, 13200 Delta Volt Primary 480Y/277 Volt Secondary Cast Coil	\$159,418.00

As of today, there are JEA project requirements for five (5) units for FY21 projects, which represents \$1,141,871.17, which is a large portion of the proposed award amount. These transformers are currently setup with a zero / zero minimum maximum inventory setup and will only be ordered once a known and approved project is provided.

102-20 - Request approval to award a contract to Wesco Distribution, Inc. in the amount of \$1,592,760.74 for the supply of Network Submersible Transformers carried in JEA's inventory stock, subject to the availability of lawfully appropriated funds.

Manager: Keeler, Jessica – Manager Procurement Inventory Control
Director: McCollum, Jenny – Director, Procurement Services
VP: McElroy, Alan – Interim Chief Supply Chain Officer

APPROVALS:

 _____ 01/29/2021

Chairman, Awards Committee **Date**

 _____ 1/29/2021

Budget Representative **Date**

JEA Item ID	Item Description	Wesco Quoted Unit Price	Estimated FY21 Usage	Estimated FY21 Value	Estimated Contract Usage	Estimated Contract Value
TRALC003	Transformer, Dry Type Submersible, 1000Kva, Highside Eaton Switch	\$184,938.65	1	\$184,938.65	1	\$184,938.65
TRALC004	Transformer, Dry Type Submersible, 1500Kva, Highside Eaton Switch	\$211,656.44	0	\$0.00	1	\$211,656.44
TRALC005	Transformer, Dry Type Submersible, 2000Kva, Highside Eaton Switch	\$239,233.13	4	\$956,932.52	5	\$1,196,165.65

							Wesco Year One (1) Total Proposed Bid Price		
							\$1,592,760.74		
JEA Item ID	Item Description	Approved Mfg Name & Mfg Part Number	Quoted Manufacturer & Manufacturer Part Number (You can only choose one)	Unit of Measure	Estimated Usage	Wesco Quoted Unit Price	Wesco Proposed Bid Price	Wesco Lead Time: In Calendar Days After Receipt of Order	Wesco Standard Order Quantities (if applicable)
TRALC003	Transformer, Dry Type Submersible, 1000Kva, Highside Eaton Switch	ABB - See Spec	ABB See Spec	EA	1	\$184,938.65	\$184,938.65	238- 252 days	n/a
TRALC004	Transformer, Dry Type Submersible, 1500Kva, Highside Eaton Switch	ABB - See Spec	ABB See Spec	EA	1	\$211,656.44	\$211,656.44	238- 252 days	n/a
TRALC005	Transformer, Dry Type Submersible, 2000Kva, Highside Eaton Switch	ABB - See Spec	ABB See Spec	EA	5	239,233.13	\$1,196,165.65	238- 252 days	n/a



Underground Distribution Standards Committee Meeting Minutes

September 16th, 2020

The 2020 Underground Standards Committee Meeting schedule is as follows:

Every month on the 3rd Wednesday at 1:30-3:30PM

January 15 th	May 20 th	September 16 th
February 19 th	June 17 th	October 21 st
March 18 th	July 15th July 22 nd	November 18 th
April 15 th	August 19 th	December 16 th

The following people were present at this month's meeting Via Conference call:

Trevor Parker, Renee McQuaig, Llyod Lesley, Virginia DeRoma, Kevin , Josh Gordon, Pierson Delcambre, Jason Baber, Tommy Cunningham, Mike Sasan, Henry Hoff, Theo Arline, Barry Marquart

Order of business:

1. "Old Business"
2. "New Business" brought up during the month via phone or email
3. "New Business" submitted at the meeting
4. General feedback and suggestions.

Old Business

1. SPLST007

Cooper Power Splice Samples:

First samples Received from Cooper Power Splices for SPLST007. Crews attempted to test them out but the size was too large for our cable, but said the quality of the unit compared to Elastimold.

Second samples Received. Crews received and tested the new samples and said the new Splices were a little small and they had a hard time sliding them onto the cable. Crews also said the connector was overly large, when crimped it dug into the metal. The sample kit also came with a cold shrink tube which was not needed.

I have requested 3 more samples of Size E which should be the size in-between the two previous versions and notified them to remove future cold shrink tubes.

I have been informed that the splice is supposed to be tight and the next size up would allow in moisture and fail. They would like to set up a conference call Webinar with the crew to walk through the steps of installing the splice and asking questions to clarify how tight is "too tight". Would we like to set this up?

To clarify, once the connector was crimped it would not release the die, the die had to be beaten off with a hammer. 3 different sized Dies were used and each had the same result.

Will set up conference call with Cooper and DeLizza to discuss the splices.

3M Splice Samples:

We have received and tested these splices. The results were positive, would we like to approve?

3M splices have been approved.

2. 500 EPR Cable

Currently approved MFRs for the 500 EPR are Okonite, Prysmian, and Kerite. Southwire and CME are also trying to get approved.

Purchasing put out an order for 4000ft, and it was awarded to Prysmian.

CAICL123 to be placed on 72"x36"x28" reels.

(72" Flange Diameter, 36" Traverse Width, 28" Drum diameter)

If this size reel does not work out on the first order than we can try a different set up.

This Cable has been delayed till September due to COVID.

Waiting on Delivery

3. ATS, all 600 Amp bays

There is a request for an ATS that has all bays 600 amps. I have reached out to S&C to see if they can provide the current unit we receive and they cannot "upgrade the current units". They can offer the Vista Gear or PME gear which could then have all bays 600 amps.

Elastimold and G&W provide an advanced Switchgear option. We are currently working with them for our new deadfront switchgear, and we know they can convert the units into Auto Transfer Switches. Cost Could be \$150k per unit.

They both have provided details on the units they are offering. We are going back and forth to determine the details of the units.

Will update with more info.

4. Network Dry Type Submersible Transformers

We have been in discussion with ABB over new Network Dry Type Submersible transformers. After figuring out the unit it was determined that they would be slightly larger than our current TRALC spot Transformers. Not a big issue with any sidewalk locations or new vaults, but any retrofits of units in existing vaults could create a spacing issue. Would we like to set up new IDs for these units? Committee would like to have these set up as new units

Working with Eaton and ABB to set up the Highside Switch for the Unit, VisoVac will be used.

New Part numbers have been setting up and are going through the Purchasing/ Inventory approval process.

TRALC003- TRANSFORMER, DRY TYPE SUBMERSABLE, 1000KVA,
HIGHSIDE EATON SWITCH (Delivery Info) Cost: ~\$175k

TRALC004- TRANSFORMER, DRY TYPE SUBMERSABLE, 1500KVA,
HIGHSIDE EATON SWITCH (Delivery Info) Cost: ~\$195k

TRALC005- TRANSFORMER, DRY TYPE SUBMERSABLE, 2000KVA,
HIGHSIDE EATON SWITCH (Delivery Info) Cost: ~\$225k

Units now also have external Tap changers which added 6"-12" in width to the units.

These Three units are now approved, working on setting up respective Plates

UWGNT*1000

UWGNT*1500

UWGNT*2000

[New Submersible Network Protectors will be placed in these plates.](#)

5. Additional new Switchgear IDs

Currently working on setting up New IDs for Deadfront versions of currently existing Switchgear.

Here are the 3 new proposed units.

[SWEPA024](#)

Switchgear, Padmounted, 3 Phase, DeadFront, (1) 600Amp Compartment, (3) 200Amp Compartments, Model #12 (shipping info here)

[SWEPA025](#)

Switchgear, Padmounted, 3 Phase, DeadFront, (1) 600Amp Compartment, (1) 200Amp Compartment, Model #5 (shipping info here)

[SWEPA030](#)

Switchgear, Padmounted, 3 Phase, DeadFront, (1) 600Amp Compartment, Model #3 (shipping info here)

G&W and Elastimold can make these units, However the Model #5 and Model #3 versions would only be front facing. See attachment Drawings for examples.

[Look into possible conversion/retrofit set for replacing any current gear, Look into new pit for new construction. These units are prepped but will not be created/ordered till needed.](#)

New Business

6. Smart Grid Solutions Fault Current Indicator

We received Sample FCI products from SGS to try out. Currently INDCF012 and INDCF004 are sole sourced on PDP.

SGS FCI units:

- Powered when load is more than 25Amps
- Have a sub-cycle response time
- Handle inrush current and backfeed
- Clamp in a different fashion than PDP
- Both PDP and SGS can work with the same fiber optic 10' line and Indicator lights

Crews handled these units and liked them. See attachment for more info Vote on approval.

[SGS FCI has been approved.](#)

7. Network Protector Submersible

PROTR003 and PROTR004 are just Dusttight units. We however have the need for some of these units to be submersible (to be used with new TRALC units).

Would we like to make all future PROTR 003/004 units submersible (cost per unit increase \$4k) or should we set up 2 new IDs PROTR 005/006?

[Will set up new PROTR 005/006 IDs. There is no point of paying \\$4k more per unit to place them on TRALC units that are not submersible themselves.](#)

[PROTR005 is already used, two new IDs will be PROTR006/007.](#)

Additional items

8. Raychem CNNLB001 Test point Issues

[Reports of the capacitive test points on the CNNLB001 breaking and no longer working.](#)

[Will reach out to MFR to discuss the issue. Let's try to save the next broken unit we come across to turn in for examination. Should we switch these to Direct Test points? Capacitive test points are known for failing and requiring testing to prove it.](#)

***Certification of Standard, Proprietary or
Original Equipment Manufacturer Item***

For Purchase Requisition No. _____

3-207 Procurement of Standard, Proprietary and Original Equipment Manufacturer Items.

A contract may be awarded for supplies or services with limited competition when, under operational procedures, the chief purchasing officer or designee determines in writing that the supplies or services:

- (a) have been selected as a JEA standard in the course of a standards program or through the action of a standards committee (standard); or
- (b) must be a certain type, brand, make or manufacture (proprietary); or
- (c) must be obtained from the original equipment manufacturer or a distributor authorized by the original equipment manufacturer because of the criticality of the item or compatibility within the JEA system (original equipment manufacturer).

Category

The procurement item is (check the appropriate description):

Standard Proprietary Original Equipment Manufacturer

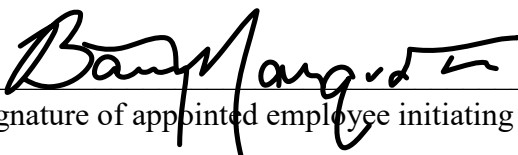
Certification

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

JEA has developed a technical specification for dry type transformer that can be installed in network vaults with specific features that will improve system reliability, especially during storm events, and safety. This is the first procurement from the manufacturer ABB through their Florida Distribution channel Wesco Distribution for this item.

- Other available technologies include non-cast coil design and wet (oil filled) transformers, which JEA has used in the past. The high side switch of the ABB dry type transformer will remain operational in the event of a flood. Units are also constructed utilized cast coil construction, which increases reliability.
- The dry transformer meets current spot network applications for non-flammable oil filled transformers inside a building. There is no explosion hazard associated with dry type units.
- ABB is the only domestic manufacturer currently making this style transformer in this kVA class and they have been selected as the only justifiable source for the supply of this network transformer. These transformer are being ordered for two new buildings currently under construction.
- The submersible transformers will reduce annual routine maintenance typically required for every other spot network vault within the JEA system

A Request for Information (FRI) was sent out to transformer manufacturers JEA has previously worked with. This was done to help identify manufacturers capable of making the requested transformers listed in the specification. The only company capable of making the desired transformer was ABB, whom we worked with to design the new transformer. Many of the companies responded that they could NOT make the dry type submersible transformer. They could only make oil filled units and they could not meet the cast coil requirements like previously purchased TRALC001 and 002. The dry type cast coil Submersible Transformer is currently the only product design we have seen that can fit the required need. JEA has worked closely with ABB to ensure compatibility with the dry-type network protector from Cooper-Eaton.



Signature of appointed employee initiating the purchase request

January 28, 2021

Date

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



Formal Bid and Award System

Award #5 January 29, 2021

Type of Award Request: JOINT PROJECT
Requestor Name: Barber, Michael R. - System Tech - W/WW
Requestor Phone: (904) 665-6754
Project Title: 4th Street West Brick Rebuild from Pearl St. to Main St.
Project Number: 8006513 sewer, 8006515 water
Project Location: 4th Street West
Funds: Capital
Award Estimate: \$357,000.00

Scope of Work:

Construct 1,179 linear feet (LF) of 6-inch ductile iron pipe water main with connections renewed to the existing water system via tapping sleeves and valves, replacement of water services and connections, grout filling of 1,100 LF of 6" water main, replacement of fourteen gravity sewer laterals and replacement of 106 LF of 8" of gravity sewer main via open cut method on 4th Street West from Main St to Pearl St.

Purchasing Agent: King, David

Is this a Ratification?: No

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
CAPPS LAND MANAGEMENT & MATERIAL LLC	Clyde Cross	clyde@cappsland.net	114 Halsema Rd South Jacksonville, Fl. 32220	(904) 693-8644	\$331,368.25

Amount for entire term of Contract/PO: \$331,368.25
Award Amount for remainder of this FY: \$331,368.25
Length of Contract/PO Term: Project Completion
Begin Date: 01/28/2021
End Date: Project Completion (Est. 09/2021)
JSEB Requirement: N/A - Project was bid by City of Jacksonville

BIDDERS:

Name	Amount
HAGER CONSTRUCTION COMPANY	\$210,289.72*
CAPPS LAND MANAGEMENT & MATERIAL LLC	\$331,368.25
WATSON CIVIL CONSTRUCTION INC.	\$356,312.50
J. B. COXWELL INC.	\$407,326.78

*Hager Construction withdrew their bid

[Type here]

Background/Recommendations:

This is a joint project with the City of Jacksonville (COJ), as allowed by JEA Charter, Section 21.04. COJ has a project for rebuilding and improving 4th West Street from Pearl Street to Main Street. These modifications will result in the removal of the existing roadway and construction of a designed hardscape roadway utilizing original street brick pavers along with drainage improvements. The modifications to the roadway affords JEA the opportunity to upgrade the water and sewer infrastructure within these project limits and eliminate the cost of removing and replacing the historic brick roadway pavers.

The current 6 inch Cast Iron water main is beyond its service life and is a maintenance issue. The existing Gravity Sewer main was cured-in-place pipe lined approximately 15 years ago. Vitrified Clay service piping was not replaced at that time, leaving as a maintenance issue that allows inflow into the gravity sewer system. This project will allow JEA the opportunity to replace the lateral tee and piping from the main to the customer connection point with PVC piping. As this project will be completed in conjunction with the COJ roadway project, the project limits must remain within COJ project limits.


The JEA portion of the bid consists of Part B – Bid items 46-74: \$331,368.25.

COJ received four bids on 09/02/2020. Hager Construction was overall the lowest bidder for the project bid at \$210,289.72 for Part B-JEA portion. Hager requested by letter, dated 09/10/2020, to be released from their bid due to mathematical errors. The COJ agreed to not accept Hager’s bid and moved forward with awarding to the second lowest overall bidder Capps Land Management.

Request approval to award a contract to Capps Land Management & Material LLC, for the construction of the 4th Street West Brick Rebuild from Pearl St to Main St in the amount of \$331,368.25, subject to the availability of lawfully appropriated funds.

- Manager** Sulayman, Mickhael S. - Mgr W/WW Project Management
- Director:** Conner, Sean M. - Dir W/WW Project Engineering & Construction
- GM:** Vu, Hai X. - Interim General Manager Water Wastewater Systems

APPROVALS:

	01/29/2021
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Chairman, Awards Committee	Date
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	1/29/2021
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Budget Representative	Date
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70601-21

**CONTRACT
BETWEEN
THE CITY OF JACKSONVILLE
AND
CAPPS LAND MANAGEMENT AND MATERIAL LLC
FOR
WEST 4TH STREET ROADWAY IMPROVEMENTS**

THIS CONTRACT for West 4th Street roadway improvements (hereinafter the "Project") is executed as of this 12 day of Jan., ~~2020~~²⁰²¹ (hereinafter the "Effective Date"), by and between the CITY OF JACKSONVILLE, FLORIDA, a municipal corporation in Duval County, Florida (hereinafter the "Owner" or the "City"), and CAPPS LAND MANAGEMENT AND MATERIAL LLC, a Florida limited liability company with principal office at 114 Halsema Road South, Jacksonville, Florida 32220 (hereinafter the "Contractor").

WITNESSETH, that for the consideration and under the provisions hereinafter stated and referred to moving from each to the other of said parties respectively, it is mutually understood and agreed as follows:

1. That Contractor is the lowest responsive and responsible bidder for furnishing, not by way of limitation, all labor, materials, and equipment and performing all operations necessary for brick roadway reconstruction and associated utility and drainage improvements, including but not limited to clearing, earthwork, brick paver pavement, stabilization, roadway base construction, drainage construction, utility construction, sidewalks, driveways, striping and pavement markings, sodding, maintenance of traffic, and temporary surface water control, all in accordance with plans, drawings, and specifications hereinafter referred to and has been awarded this Contract for said work pursuant to award made November 5, 2020.

2. The Contractor will at its own cost and expense do the work required to be done and furnish the materials required to be furnished on said Project in accordance with plans and specifications prepared by Eisman & Russo for the Engineering and Construction Management Division of the City of Jacksonville's Department of Public Works, bid number CP-0091-20, bid date September 2, 2020, designated as *Specifications for W. 4th Street Roadway Improvements*, and strictly in accordance with the advertisement calling for bids, plans, specifications, blueprints, addenda, requirements of the City of Jacksonville, proposal of the said Contractor, and award therefor (hereinafter collectively the "Contract Documents") now on file in the Office

of the Chief of the Procurement Division of the City of Jacksonville, all of which are by this reference specifically made a part hereof to the same extent as if fully set out herein, for a total base bid amount not to exceed ONE MILLION TWO HUNDRED EIGHTY-SIX THOUSAND FOUR HUNDRED SEVENTY-NINE AND 95/100 DOLLARS (\$1,286,479.95), at and for the prices and on the terms contained in the Contract Documents.

3. On Contractor's faithful performance of this Contract, the Owner will pay the Contractor in accordance with the terms and on the conditions stated in the Contract Documents.

4. Contractor shall submit and record all payment and performance bonds in the Official Records of Duval County as required by Section 255.05, Florida Statutes.

5. Notwithstanding any provision to the contrary in this Contract or in the Contract Documents, the Owner has the absolute right to terminate this Contract without cause for convenience by giving the Contractor thirty (30) days' advance written notice of the date of termination. Such notice shall be delivered by Certified United States Mail, return receipt requested, or by any other delivery method with evidence of receipt to the Contractor's representative who signed this Contract at the address specified in the Contract Documents.

6. This Contract and all amendments hereto may be executed in several counterparts, each of which shall be deemed to be an original, and all of such counterparts together shall constitute one and the same instrument.

[Remainder of page left blank intentionally. Signature page follows immediately.]

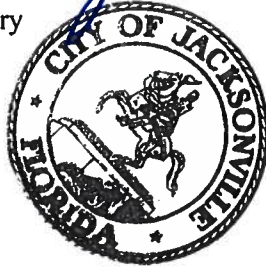
IN WITNESS WHEREOF, the parties hereto have duly executed this Contract in duplicate the day and year first above written.

ATTEST:

CITY OF JACKSONVILLE, FLORIDA

By James R. McCain, Jr.
James R. McCain, Jr.
Corporation Secretary

By [Signature]
Lenny Curry, Mayor



OWNER Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02

WITNESS:

CAPPS LAND MANAGEMENT AND MATERIAL LLC

[Signature]
Signature
Clyde Cross
Type/Print Name
V.P.
Title

[Signature]
Signature
April Capps
Type/Print Name
President
Title

CONTRACTOR

Encumbrance & funding information is found on the next page.

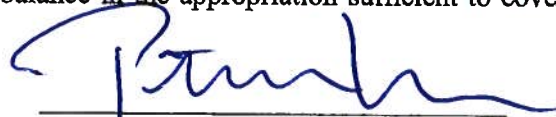
ENCUMBRANCE & FUNDING INFORMATION:

Account No.: 001359-565050-1-32111-381910

Amount: \$1,286,479.95

TOTAL: \$1,286,479.95

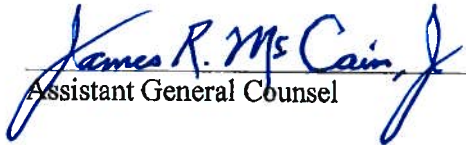
In accordance with Section 24.103(e), *Ordinance Code*, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing agreement.



Director of Finance

City Contract No. 70601-21

Form Approved



Assistant General Counsel

THIS IS AN APPROVED FORM. DO NOT SUBSTITUTE OR REVISE.

CONTRACT NUMBER 70601-21
(Contract Number to be inserted by the City of Jacksonville)

PERFORMANCE BOND NUMBER 274956

REQUIRED BY SECTION 255.05, FLORIDA STATUTES

As to the Contractor/Principal:

Name: Capps Land Management and Material LLC

Principal Business Address: 114 Halsema Road South, Jacksonville, Florida 32220

Telephone: (904)859-4515

As to the Surety:

Name: NGM Insurance Company

Principal Business Address: 4601 Touchton Rd E, Suite 3400, Jacksonville, FL 32246

Telephone: () (904)380-7282

As to the Owner of the Property/Contracting Public Entity:

Name: The City of Jacksonville, Florida (c/o Public Works Department)

Principal Business Address: 214 North Hogan Street, 10th Floor, Jacksonville, Florida 32202

Telephone: (904) 255-8763

Description of Project including address and description of improvements: furnishing, not by way of limitation, all labor, materials, and equipment and performing all operations necessary for brick roadway reconstruction and associated utility and drainage improvements, including but not limited to clearing, earthwork, brick paver pavement, stabilization, roadway base construction, drainage construction, utility construction, sidewalks, driveways, striping and pavement markings, sodding, maintenance of traffic, and temporary surface water control, all in accordance with plans, drawings, and specifications.

THIS IS AN APPROVED FORM. DO NOT SUBSTITUTE OR REVISE.

CITY OF JACKSONVILLE, FLORIDA

PERFORMANCE BOND

REQUIRED BY SECTION 255.05, FLORIDA STATUTES

KNOW ALL MEN BY THESE PRESENTS, that CAPPS LAND MANAGEMENT AND MATERIAL LLC, as Principal (hereinafter the "Contractor"), and NGM Insurance Company a corporation organized and existing under the laws of the State of Florida and duly authorized to conduct and carry on a general surety business in the State of Florida, as Surety (hereinafter the "Surety"), are each held and firmly bonded unto the City of Jacksonville, a municipal corporation in Duval County, Florida, as Obligee (hereinafter the "City"), in the sum of ONE MILLION TWO HUNDRED EIGHTY-SIX THOUSAND FOUR HUNDRED SEVENTY-NINE AND 95/100 DOLLARS (\$1,286,479.95), lawful money of the United States of America, for the payment whereof Contractor and Surety bind themselves, their respective heirs, executors, administrators, legal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal made and entered into City Contract Number 70001-21 (to be inserted by the City) (the "Contract"), dated as of the 12 day of Jan, ²⁰²¹~~2020~~, for furnishing, not by way of limitation, all labor, materials, and equipment and performing all operations necessary for brick roadway reconstruction and associated utility and drainage improvements, including but not limited to clearing, earthwork, brick paver pavement, stabilization, roadway base construction, drainage construction, utility construction, sidewalks, driveways, striping and pavement markings, sodding, maintenance of traffic, and temporary surface water control, and all other related work in strict accordance with plans and specifications prepared by Eisman & Russo for the Engineering and Construction Management Division of the

City of Jacksonville's Department of Public Works, bid number CP-0091-20, bid date September 2, 2020, designated as *Specifications for W. 4th Street Roadway Improvements*, and any advertisement for bids for said work and the drawings, plans, and specifications for said work and requirements of the City request for bids and award therefor, and of the Contract and all documents included as a part of the Contract, all of which are, by this reference, made a part hereof to the same extent as if fully set out herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION are such that, if Contractor shall: (1) promptly and faithfully perform the construction work and other work in the time and manner prescribed in said Contract, which is made a part of this Bond by reference, in strict compliance with the Contract requirements; (2) perform the guarantee and maintenance of all work and materials furnished under the Contract for the time specified in the Contract; and, (3) pay the City all losses, delay and disruption damages, and all other damages, expenses, costs, and statutory attorney's fees, including those incurred in appellate proceedings, that the City sustains because of a default by Contractor under the Contract, then this Bond shall be void; otherwise, it shall remain in full force and effect, both in equity and in law, in accordance with the laws and statutes of the State of Florida.

PROVIDED, that the Surety hereby waives notice of any alteration or extension of time made by the City, and any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

PROVIDED FURTHER, that whenever Contractor shall be declared by the City to be in default under the Contract, the City having performed the City's obligations thereunder, the Surety shall, at the City's sole option, take one (1) of the following actions:

- (1) Within a reasonable time, but in no event later than thirty (30) days after the

City's written notice of termination for default, arrange for Contractor with the City's consent, which shall not be unreasonably withheld, to complete the Contract and the Surety shall pay the City all losses, delay and disruption damages, and all other damages, expenses, costs, and statutory attorney's fees, including those incurred in appellate proceedings, that the City sustains because of a default by the Contractor under the Contract; or

- (2) (A) Within a reasonable time, but in no event later than sixty (60) days after the City's written notice of termination for default, award a contract to a completion contractor and issue a notice to proceed. Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible qualified bidder, award a contract; (B) alternatively, the City may elect to have the Surety determine jointly with the City the lowest responsible qualified bidder, to have the Surety arrange for a contract between such bidder and the City, and for the Surety to make available as Work progresses sufficient funds to pay the cost of completion less the balance of the Contract price (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph). The term "balance of the Contract price" as used in this Bond shall mean the total amount payable by the City to Contractor under the Contract and any approved change orders thereto, less the amount properly paid by the City to Contractor. (C) Either way, the Surety shall pay the City all remaining losses, delay and disruption damages, expenses, costs, and statutory attorney's fees, including those incurred in appellate proceedings, that the City sustains because of a default by Contractor under the Contract; or

- (3) Within a reasonable time, but in no event later than thirty (30) days after City's notice of termination for default, waive its right to complete or arrange for completion of the Contract and, within twenty-one (21) days thereafter, determine the amount for which it may be liable to the City and tender payment to the City of any amount necessary in order for the City to complete performance of the Contract in accordance with its terms and conditions less the balance of the Contract price, and shall also indemnify and save the City harmless on account of all claims and damages arising from the Contractor's default under the Contract, and pay the City for all losses, delay and disruption damages, and other damages, expenses, costs, and statutory attorney's fees, including those incurred in appellate proceedings, that the City sustains because of a default of the Contractor under the Contract.

PROVIDED FURTHER, the Surety shall indemnify and save the City harmless from any and all claims and damages arising from the Contractor's default under the Contract, including but not limited to contractual damages, expenses, costs, injury, negligent or intentional default, patent infringement, and actual damages (including delay and disruption damages) in accordance with the Contract, and including all other damages and assessments which may arise by virtue of failure of the product to perform or any defects in work or materials within a period of one (1) year from the date on which the Contractor receives from the City a certificate of final completion under the Contract.

PROVIDED FURTHER, that during any interim period after the City has declared Contractor to be in default but Surety has not yet remedied the default in the manner acceptable to the City, Surety shall be responsible for securing and protecting the work site, including but not limited to the physical premises, structures, fixtures, materials, and equipment, and shall be

responsible for securing and protecting materials and equipment stored off-site in accordance with the Contract.

PROVIDED FURTHER, no right of action shall accrue on this Bond to or for the use of any person or corporation other than the City named herein or the heirs, executors, administrators, or successors of the City.

[Remainder of page left blank intentionally. Signature page follows immediately.]

SIGNED AND SEALED this 12 day of Jan, ²⁰²¹~~2020~~.

WITNESS:

CAPPS LAND MANAGEMENT AND MATERIAL LLC

Clyde Cross
Signature
Clyde Cross
Type/Print Name
V.P.
Title

April Capps
Signature
April Capps
Type/Print Name
President
Title

AS PRINCIPAL

Signed, Sealed and Delivered in the Presence of:

[Signature]

NGM Insurance Company
By Cindy Mirisola
Its Cindy L. Mirisola, Attorney-in-Fact & Florida Resident Agent
AS SURETY

Name of Agent: Sihle Insurance Group, Inc.

Address: 1021 Douglas Avenue

Altamonte Springs, FL 32714

INQUIRIES: (407)389-3588

Note. Date of Bond Must Not Be Prior to Date of Contract

Form Approved:

James R. McCain
Office of General Counsel

THIS IS AN APPROVED FORM. DO NOT SUBSTITUTE OR REVISE.

CONTRACT NUMBER 70601-21
(Contract Number to be inserted by the City of Jacksonville)

PAYMENT BOND NUMBER 274956

REQUIRED BY SECTION 255.05, FLORIDA STATUTES

As to the Contractor/Principal:

Name: Capps Land Management and Material LLC

Principal Business Address: 114 Halsema Road South, Jacksonville, Florida 32220

Telephone: (904)859-4515

As to the Surety:

Name: NGM Insurance Company

Principal Business Address: 4601 Touchton Rd E, Suite 3400, Jacksonville, FL 32246

Telephone: () (904)380-7282

As to the Owner of the Property/Contracting Public Entity:

Name: The City of Jacksonville, Florida (c/o Public Works Department)

Principal Business Address: 214 North Hogan Street, 10th Floor, Jacksonville, Florida 32202

Telephone: (904) 255-8763

Description of project including address and description of improvements: furnishing, not by way of limitation, all labor, materials, and equipment and performing all operations necessary for brick roadway reconstruction and associated utility and drainage improvements, including but not limited to clearing, earthwork, brick paver pavement, stabilization, roadway base construction, drainage construction, utility construction, sidewalks, driveways, striping and pavement markings, sodding, maintenance of traffic, and temporary surface water control, all in accordance with plans, drawings, and specifications.

THIS IS AN APPROVED FORM. DO NOT SUBSTITUTE OR REVISE.

CITY OF JACKSONVILLE, FLORIDA

PAYMENT BOND

REQUIRED BY SECTION 255.05, FLORIDA STATUTES

KNOW ALL MEN BY THESE PRESENTS, that CAPPS LAND MANAGEMENT AND MATERIAL LLC, as Principal (hereinafter the "Contractor") and NGM Insurance Company a corporation organized and existing under the laws of the State of Florida and duly authorized to conduct and carry on a general surety business in the State of Florida, as Surety (hereinafter the "Surety"), are each held and firmly bonded unto the City of Jacksonville, a municipal corporation in Duval County, Florida, as Obligee (hereinafter the "City"), in the sum of ONE MILLION TWO HUNDRED EIGHTY-SIX THOUSAND FOUR HUNDRED SEVENTY-NINE AND 95/100 DOLLARS (\$1,286,479.95), lawful money of the United States of America, for the payment whereof Contractor and Surety bind themselves, their respective heirs, executors, administrators, legal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal made and entered into City Contract Number 70601-21 (to be inserted by the City) (the "Contract"), dated as of the 12 day of Jan, ²⁰²¹~~2020~~, for furnishing, not by way of limitation, all labor, materials, and equipment and performing all operations necessary for brick roadway reconstruction and associated utility and drainage improvements, including but not limited to clearing, earthwork, brick paver pavement, stabilization, roadway base construction, drainage construction, utility construction, sidewalks, driveways, striping and pavement markings, sodding, maintenance of traffic, and temporary surface water control, and all other related work in strict accordance with plans and specifications prepared by Eisman & Russo for the Engineering and Construction Management Division of the

City of Jacksonville's Department of Public Works, bid number CP-0091-20, bid date September 2, 2020, designated as *Specifications for W. 4th Street Roadway Improvements*, and any advertisement for bids for said work and the drawings, plans, and specifications for said work and requirements of the City request for bids and award therefor and of the Contract and all documents included as a part of the Contract, all of which are, by this reference, made a part hereof to the same extent as if fully set out herein.

NOW, THEREFORE, THE CONDITIONS OF THIS BOND are such that if the said Principal:

(1) Promptly makes payments to all claimants, as defined in Sections 255.05 and 713.01, Florida Statutes, supplying Principal with labor, materials, or equipment that are consumed or used directly or indirectly by Principal in connection with the prosecution of the work provided for in such Contract and including all insurance premiums on the work and any authorized extensions or modifications of such Contract; and

(2) Defends, indemnifies, and saves the City harmless from claims, demands, liens, or suits by any person or entity whose claim, demand, lien, or suit is for the payment of labor, materials, or equipment furnished for use in the performance of the Contract, provided the City has promptly notified the Principal and Surety of any claims, demands, liens, or suits and provided there is no failure by the City to pay the Principal as required by the Contract; and

(3) Pays the City all losses, damages, expenses, costs, and attorney's fees, including those incurred in appellate proceedings, that the City sustains because of the Principal's failure to promptly make payments to all claimants as provided above, then this Bond is void; otherwise, it remains in full force and effect, both in equity and in law, in accordance with the statutes and the laws of the State of Florida and specifically Section 255.05, Florida Statutes.

PROVIDED, no suit or action for labor, materials, or equipment shall be instituted

hereunder against the Principal or the Surety unless a claimant provides to each of them both of the proper notices in accordance with the requirements of Section 255.05(2)(a), Florida Statutes. Both notices must be given in order to institute such suit or action.

PROVIDED FURTHER, an action, except for an action exclusively for recovery of retainage, must be instituted against the Principal or Surety on this Payment Bond within one (1) year after the performance of the labor or completion of delivery of the materials or equipment in accordance with the requirements of Section 255.05(2)(a), Florida Statutes.

PROVIDED FURTHER, an action exclusively for the recovery of retainage must be instituted against the Principal or Surety within one (1) year after the performance of the labor or completion of delivery of the materials or equipment, or within ninety (90) days after the Principal's receipt of final payment (or the payment estimate containing the Owner's final reconciliation of quantities if no further payment is earned and due as a result of deductive adjustments) by the Principal or Surety, whichever comes last, in accordance with the requirements of Section 255.05(2)(a), Florida Statutes.

PROVIDED FURTHER, that the said Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.

{Remainder of page left blank intentionally. Signature page follows immediately.}

SIGNED AND SEALED this 12 day of Jan, ~~2020~~ 2021

WITNESS:

Clyde Cross
Signature
Clyde Cross
Type/Print Name
V.P.
Title

CAPPS LAND MANAGEMENT AND MATERIAL LLC

April Capps
Signature
April Capps
Type/Print Name
President
Title

AS PRINCIPAL

Signed, Sealed and Delivered
in the Presence of:

Berucasa
Amel

NGM Insurance Company

By: Cindy L. Mirisola
Its Cindy L. Mirisola, Attorney-in-Fact &
Florida Resident Agent

AS SURETY

Name of Agent: Sihle Insurance Group, Inc.

Address: 1021 Douglas Avenue
Altamonte Springs, FL 32714
INQUIRIES: (407)389-3588

Form Approved:

James R. McCarry, Jr.
Office of General Counsel

Note. Date of Bond Must Not Be Prior to Date of Contract



NGM INSURANCE COMPANY
A member of The Main Street America Group

POWER OF ATTORNEY

06-03070149

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them."

does hereby make, constitute and appoint **Cindy L Mirisola, Heather Bradley, Robert H Bond** -----

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

- 1. No one bond to exceed Five Million Dollars (\$5,000,000.00)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 7th day of January, 2020.

NGM INSURANCE COMPANY By:

Kimberly K. Law

Kimberly K. Law
Vice President, General
Counsel and Secretary



State of Florida,
County of Duval.

On this 7th day of January, 2020, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Kimberly K. Law of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, deposed and said that she is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 7th day of January, 2020.

Loe K. Pentz



I, Nancy Giordano-Ramos, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this

12 day of Jan, 2021.

Nancy Giordano-Ramos

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.
TO CONFIRM VALIDITY of the attached bond please call 1-800-225-5646.

TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claims.



SUBJECT: WEST 4TH STREET BRICK REBUILD FROM PEARL STREET TO MAIN STREET

BID #: CP-0091-20

OPEN DATE: 2020-09-02

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: CONSTRUCTION PARTICIPATION

AGENCY: PUBLIC WORKS DEPARTMENT

BASIS OF AWARD: TOTAL BASE BID, TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER

NUMBER OF BIDS INVITED: (7) NUMBER RECEIVED: (4) OTHER (0)

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

Recommend approval to accept letter dated 09/07/20 from Hager Construction Company to withdraw bid without prejudice.

Recommend approval of award to the next lowest responsive, responsible bidder Capps Land Management and Material, LLC, in the total base bid amount of \$1,286,479.95 (Part A) (city portion) and Part B for \$331,368.25 is to be funded by JEA in a separate agreement, for a total award amount not-to-exceed \$1,617,848.20.

This award is to be funded by account(s): 001359-565050-1-32111-381910; JEA- \$331,368.25 to be executed by formal contract through Office of General Counsel.

Attachments: Recommendation Memo, Bid Tabulation Sheet, Vendor Letter to Withdraw, JSEB Letter, Basis of Award, Scope of Work

ANALYST: Marilyn Laidler RESPECTFULLY SUBMITTED Gregory Pease
MARILYN LAIDLER GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: Robin G. Smith, P.E., Chief, Engineering and Construction Management

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 MEMBERS DISAPPROVING 0 DATE: 11/05/2020

Teresa R. Eichen OTHER: _____
William Hood _____
Don Hitt _____

ACTION OF AWARING AUTHORITY _____ DATE 11/5/20

ML APPROVED ✓ BH DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION B. Hughes

Brian Hughes
Chief Administrative Officer
For Mayor Lenny Curry
Under Authority of
Executive Order No. 2019-02

SUBJECT: WEST 4TH STREET BRICK REBUILD FROM PEARL STREET TO MAIN STREET

BID #: CP-0091-20

OPEN DATE: 2020-09-02

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: CONSTRUCTION PARTICIPATION

POA-70601-21

AGENCY: PUBLIC WORKS DEPARTMENT

BASIS OF AWARD: TOTAL BASE BID, TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER

NUMBER OF BIDS INVITED: (7) NUMBER RECEIVED: (4) OTHER (0)

210140

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

Recommend approval to accept letter dated 09/07/20 from Hager Construction Company to withdraw bid without prejudice.

Recommend approval of award to the next lowest responsive, responsible bidder Capps Land Management and Material, LLC, in the total base bid amount of \$1,286,479.95 (Part A) (city portion) and Part B for \$331,368.25 is to be funded by JEA in a separate agreement, for a total award amount not-to-exceed \$1,617,848.20.

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Attachments: Recommendation Memo, Bid Tabulation Sheet, Vendor Letter to Withdraw, JSEB Letter, Basis of Award, Scope of Work

ANALYST: Marilyn Laidler
MARILYN LAIDLER

RESPECTFULLY SUBMITTED Gregory Pease
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: Robin G. Smith, P.E., Chief, Engineering and Construction Management

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 MEMBERS DISAPPROVING 0 DATE: 11/05/2020

Teresa R. Echeverri
Michelle Hood
David Hoyt

OTHER: _____

ACTION OF AWARDING AUTHORITY _____ DATE: 11/5/20

APPROVED MA BH DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION Brian Hughes

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2019-02

Contract Purchase Agreement POA-70601-21



Agreement	POA-70601-21
Agreement Date	09-NOV-2020
Revision	0
Agreement Amount	1,286,479.95 USD
Solicitation Number	CP-0091-20

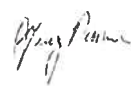
Sold To **City of Jacksonville**
117 West Duval Street
JACKSONVILLE, FL 32202
US

Supplier **Capps Land Management Abnd Materials, LLC**
114 Halsema Rd South
JACKSONVILLE, FL 32220

Notes

Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
21129	Net 30	Freight Prepaid	FOB Destination	Best Way
Start Date	End Date	Quantum To		

Renata Barnett
rbarnett@coj.net Phone
904-2558843

<p>This Order is subject to the General conditions attached here to. Manufacturer's Federal excise tax exempt no 59-89-0120K Florida State sales and use tax exemption no. 85-8012621607C-8</p>	<p>Approved by Gregory Pease, Chief Procurement Division</p> 
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Contract Purchase Agreement Release 615558-21



Purchase Order	615558-21
Order Date	15-JAN-2021
Change Order	0
Change Order Date	15-JAN-2021
Revision	0
Ordered	1,286,479.95 USD
Requisition Number	PWEN-500288-21
Solicitation Number	CP-0091-20
All packing slips, invoices, and correspondence must reference the purchase order number	

Sold To **City of Jacksonville**
117 West Duval Street
JACKSONVILLE, FL 32202

Supplier **Capps Land Management Abnd Materials, LLC**
114 Halsema Rd South
JACKSONVILLE, FL 32220

Bill To **City of Jacksonville**
117 West Duval Street, Suite 375
JACKSONVILLE, FL 32202

Ship To **Ed Ball 10th Floor**
214 North Hogan Street
Suite 1000
JACKSONVILLE, FL 32202 US

Notes

Supplier Number 21129	Payment Terms Net 30	Freight Terms Freight Prepaid	FOB FOB Destination	Shipping Method Best Way
Buyer Renata Barnett Email: rbarnett@coj.net Phone: 904-2558843	Deliver To Contact Lori West E-mail: lwest@coj.net			

Line	Item	Price	Quantity	UOM	Ordered	Taxable
1	West 4th Street Brick Rebuild Capps Land Management & Material, LLC CP-0091-20 POA 70601-21 32111.167101.565050.001359.00000000.000000.00000000 This line references Document (Contract Purchase Agreement) POA-70601-21.	1,286,479.95				

Ship To Ed Ball 10th Floor 214 North Hogan Street Suite 1000 JACKSONVILLE, FL 32202	Promised	1,286,479.95
	Requested	

Requested Date correspond to the date of arrival at the Ship-to Location.

Line Total 1,286,479.95

Contract Purchase Agreement Release 615558-21

Line	Item	Price	Quantity	UOM	Ordered	Taxable
				Total	1,286,479.95	

This Order is subject to the General Conditions attached here to.
Manufacturer's Federal excise tax exempt no 59-89-0120K
Florida State sales and use tax exemption no. 85-8012621607C-8

Approved by Gregory Pease, Chief, Procurement Division



Contract Purchase Agreement Release 615558-21

GENERAL CONDITIONS

1. RESERVATIONS: The City reserves the right to cancel any contract, if in its opinion, there be a failure at any time to perform adequately the stipulations of the Invitation to Bid, or in any case of any attempt to willfully impose upon the City materials or products or workmanship which is, in the opinion of the City, of an unacceptable quality. Any action taken in pursuance of this latter stipulation will not affect or impair any rights or claim of the City to damages for the breach of any covenants of the contract by the contractor. Should the contractor fail to comply with the conditions of this contract or fail to complete the required work or furnish the required materials within the time stipulated in the contract, the City reserves the right to purchase in the open market, or to complete the required work, at the expense of the contractor or by recourse to provisions of the faithful performance bond if such bonds were required. Should the contractor fail to furnish any item or items, or to complete the required work included in this contract, the City reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities on the part of the City thereby.

All items furnished must be completely new, and free from defects unless specified otherwise. No others will be accepted.

Buyer reserves the right to terminate the Contract or Purchase Order at any time and for any reason by giving written notice to Contractor unless otherwise specified within the solicitation documents. If the Contract or Purchase Order is terminated for convenience as provided herein, Buyer will be relieved of all further obligations other than payment for that amount of Goods or Services actually provided to the date of termination.

2. TAXES: The City of Jacksonville, Florida is exempt from the following taxes: (a) State of Florida Sales Tax by Certificate No 26-00-107377-54C; (b) Manufacturer's Federal Excise Tax Registration No. 59-6000.344.

3. CARTAGE: No charge will be allowed for cartage or packages unless by special agreement.

4. GUARANTEE: The contractor will unconditionally guarantee the materials and workmanship on all equipment furnished by him for a period of one year from date of acceptance of the items delivered and installed, unless otherwise specified. If, within the guarantee period, any defects or signs of deterioration are noted, which, in the opinion of the City are due to faulty design and installation workmanship, or materials, upon ratification, the contractor, at his expense, will repair or adjust the equipment or parts to correct the condition, or he will replace the part or entire unit to the complete satisfaction of the City. Repairs, replacements or adjustments will be made only at such times as will be designated by the City as least detrimental to the operation of City business.

5. PROCUREMENT DIVISION AS AGENT: When the Procurement Division is acting as agents for "other public activities" being defined as activities receiving financial support, in part from the City, but not under the direct governing jurisdiction of the Consolidated Government, the name of such public activity will be substituted for the word "City".

6. OFFICE OF INSPECTOR GENERAL: The City of Jacksonville has established an Office of Inspector General, Section 602.310, Part 3, Chapter 602, *Ordinance Code*, as may be amended. The Inspector General's authority includes but is not limited to the power to: review past, present, and proposed City contracts, transactions, accounts, and records; require the production of records; and, audit, investigate, monitor, and inspect the activities of the City, its officials, employees, contractors, their subcontractors and lower tier subcontractors, and other parties doing business with the City and/or receiving City funds in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Section 602.309, *Ordinance Code*.

7. ETHICS PROVISION FOR VENDORS/SUPPLIERS: The acceptance of a purchase order, represents that it has reviewed the provisions of the Jacksonville Ethics Code contained in chapter 602, Jacksonville Ordinance Code and the provisions of the Purchasing code contained in chapter 126, Jacksonville Ordinance Code.

8. NONDISCRIMINATION PROVISIONS: As required by Section 126.404, Jacksonville Ordinance Code, contractor represents that it has adopted and will maintain throughout the term of this contract a policy of nondiscrimination or harassment against any person with regard to race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, political affiliation, national origin, disability, age, marital status, veteran status, or any other impermissible factor in recruitment, hiring, compensation, training, placement, promotion, discipline, demotion, transfers, layoff, recall, termination, working conditions and related terms and conditions of employment. Contractor agrees that, on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records, by the Executive Director of the Community Relations Commission, or successor agency or commission, for the purpose of investigation to ascertain compliance with the non-discrimination provisions of the Contract; provided however, that Contractor shall not be required to produce, for inspection, records covering periods of time more than one (1) year prior to the effective date of the Contract. Contractor agrees that, if any of the products or Services to be provided pursuant to the Contract are to be provided by a subcontractor, the provisions of this Section shall be incorporated into and become a part of the subcontract.

9. LEGAL WORKFORCE: Owner shall consider the employment, by Vendor/Contractor, of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of the contract upon thirty (30) days' prior written notice of such cancellation, notwithstanding any other provisions to the contrary in the Specifications and other Contract Documents. Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

- all persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Jacksonville, Duval County, Florida; and
- all persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the Contract with the Owner.

10. LICENSES REQUIREMENT: By acceptance of a Purchase Order issued by the City of Jacksonville agree to obtain and maintain all applicable Local, State and Federal licenses required by law.

11. ELECTRONIC PAYMENTS: Vendors are encouraged to enroll in the City of Jacksonville's Automated Clearing House ("ACH") electronic payment program. ACH allows for systematic direct payment to vendors. The ACH enrollment form can be downloaded at www.coj.net under the Online Forms link on the Finance Department page.

12. CONTRACTOR REPRESENTATION: If this Agreement is for goods or services of \$1 million or more, the City, pursuant to Section 287.135(3)(c), Florida Statutes, may terminate this Agreement at City's option if Contractor:

- Is found to have submitted a false certification under Section 287.135(5), Florida Statutes;
- Has been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel;
- Has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes; or
- Has been engaged in business operations in Cuba or Syria.

13. PUBLIC RECORDS: In accordance with Section 119.0701, Florida Statutes, the Contractor shall:

- Keep and maintain public records required by City to perform the services; and
- Upon request from City's custodian of public records, provide City with a copy of the requested records or allow records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, or as otherwise provided by law; and
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of this Contract if Contractor does not transfer the records to City; and
- Upon completion of this Contract, transfer to City at no cost all public records in possession of Contractor or keep and maintain public records required by City to perform the service. If Contractor transfers all public records to City upon completion of this Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City upon request from City's custodian of public records in a format that is compatible with City's information technology systems.

The above requirements apply to a "Contractor" as defined in Section, 119.0701, Florida Statutes.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT (904) 630-7678; REQUEST@COJ.NET; CITY OF JACKSONVILLE, PUBLIC RECORDS REQUEST, 214 N. HOGAN STREET, SUITE 1180, JACKSONVILLE, FLORIDA 32202.

14. PROMPT PAYMENT TO SUBCONTRACTORS AND SUPPLIERS:

a. Generally - When Contractor receives payment from CITY for labor, services, or materials furnished by subcontractors and suppliers hired by Contractor, Contractor shall remit payment due (less proper retainage) to those subcontractors and suppliers within 15 calendar days after Contractor's receipt of payment from CITY. Nothing herein shall prohibit Contractor from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its subcontractors and suppliers. In the event of such a dispute, Contractor may withhold the disputed portion of any such payment only after Contractor has provided notice to CITY and to the subcontractor or supplier whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to CITY and said subcontractor or supplier within 10 calendar days after Contractor's receipt of payment from CITY. Contractor shall pay all undisputed amounts due within the time limits imposed by this section.

b. Jacksonville Small Emerging Business (JSEB) and Minority Business Enterprise (MBE) - Notwithstanding Chapter 126, Part 6 of the Jacksonville Ordinance Code (the "Code"), Contractor shall pay all contracts awarded with certified JSEB and MBE as defined therein their pro-rata share of their earned portion of the progress payments made by CITY under the applicable contract within seven (7) business days after Contractor's receipt of payment from CITY (less proper retainage). The pro-rata share shall be based on all work completed, materials, and equipment furnished or services performed by the certified JSEB or MBE at the time of payment. As a condition precedent to progress and final payments to Contractor, Contractor shall provide to CITY, with its requisition for payment, documentation that sufficiently demonstrates that Contractor has made proper payments to its certified JSEB or MBE from all prior payments that Contractor has received from CITY. Contractor shall not unreasonably withhold payments to certified JSEB or MBE if such payments have been made to the Contractor. If Contractor withholds payment to its certified JSEB or MBE, which payment has been made by CITY to Contractor, Contractor shall return said payment to CITY. Contractor shall provide notice to CITY and to the certified JSEB or MBE whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to CITY and said subcontractor or supplier within five (5) calendar days after Contractor's receipt of payment from CITY. Contractor shall pay all undisputed amounts due within the time limits imposed by this section. The failure to pay undisputed amounts to the JSEB or MBE within 7 business days shall be a breach of contract, compensable by 1% of the outstanding invoice being withheld by the City as liquidated damages. Continued failure to adhere to this clause may be cause for termination.

c. Third-Party Liability - The Prompt Payment requirements hereunder shall, in no way, create any contractual relationship or obligation between CITY and any subcontractor, supplier, JSEB, MBE, or any third-party or create any CITY liability for Contractor's failure to make timely payments hereunder. However, Contractor's failure to comply with the Prompt Payment requirements shall constitute a material breach of its contractual obligations to CITY. As a result of said breach, CITY, without waiving any other available remedy it may have against Contractor, may: (i) issue joint checks; and (ii) charge Contractor a 0.2% daily interest penalty or penalties specified in Chapter 126 of the Code for JSEB or MBE and Chapter 218, Florida Statutes, for non-JSEB or MBE, whichever greater.

15. PUBLIC ENTITY CRIME INFORMATION: A person or affiliate who has been placed on the State of Florida convicted vendor list following a conviction for a public entity crime may not perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity for a period of 36 months from the date of being placed on the convicted vendor list.

16. AUDIT PROVISION: A person or entity providing capital improvements, contractual services, supplies, professional design services, or professional services purchased by the City pursuant to a method of purchase, unless otherwise provided herein, shall agree and be deemed to have agreed by virtue of doing business under contract with the City to all access and examination at all reasonable times by the Council Auditor or any duly authorized representative of the Council Auditor to business records directly pertinent to the transaction until the expiration of three years after final payment pursuant to the transaction. No examination shall be conducted until the Council Auditor has made a recommendation to the Council President that the examination should or, in the alternative, should not be conducted and until the Council President has approved the conducting of the examination.

17. W-9 REQUIREMENT: It is the vendor's responsibility to ensure that the City has a current W-9 on file.

18. INDEMNIFICATION:

a. The Contractor, its employees, agents and subcontractors shall indemnify, defend and hold harmless the City and/or its using agencies named in the contract documents, its directors, officers, agents, representatives and employees, from and against any damages, liabilities, losses and costs, including but not limited to reasonable attorneys' fees to the extent caused by the Negligence, recklessness, or intentionally wrongful conduct of the Contractor, and other persons employed or utilized by the Contractor in the performance of this contract or the work performed thereunder.

b. This indemnification is separate and apart from, and in no way limited by, any insurance provided pursuant to this contract or otherwise.

19. INSURANCE: Each supplier shall maintain insurance coverage as stated in the Invitation to Bid for the entire term of this contract. All insurance certificates shall list the City of Jacksonville as an additional insured. Bid number should be listed on certificate.

20. DELIVERY: A packing list shall accompany all shipments, which shall indicate, at a minimum, the following: purchase order number, item number and description, date of shipment, quantity ordered, and shipped, unit price, and unit of measure.

21. PICK UP AND RETURNS: The City reserves the right to return an order in whole or in part if the merchandise is not in compliance with the specifications. The City or its agencies will determine compliance with bid specifications. Pick up and returns will be made within 48 hours of notification at no charge to the City or its agencies.

22. INVOICING: Invoices will be issued once supplies/services are delivered and/or rendered to the City of Jacksonville or its agencies. At a minimum, invoices must include; purchase order number or contract number, item number and description, date of shipment, quantity ordered and shipped, unit prices, unit of measure, and extended totals. Payment terms are Net 30 days. All original invoices shall be submitted to: City of Jacksonville, General Accounting Division, 117 West Duval Street, Suite 375, Jacksonville, Florida 32202.

23. REPORTING: The City may request, reports including but not limited to; usage, pricing, and delivery. Suppliers will be required to provide reports requested in hard copy and electronic format as required.

24. SUPPLIER ACCESSIBILITY: The City or its representative must be able to contact, during normal business hours, by telephone or email any supplier providing goods or services to the City or its agencies. Any supplier accessibility requirements outlined in the specifications supersede this section.



Formal Bid and Award System

Award #6 January 29, 2021

Type of Award Request: OEM
Requestor Name: Donovan, William T.
Requestor Phone: 904-665-6321
Project Title: NGS Unit 3 – EX2000 DFE UPGRADE to EX2100
Project Number: CP - 060-210 W/O - 21114014
Project Location: JEA
Funds: Capital
Budget Estimate: \$521,601.00

Scope of Work:

Replace the existing GE EX2000 Digital Front End (DFE) system with a new GE EX2100 Digital Front End (DFE) system at Northside Generating Station (NGS) Units 3. Units 1 and 2 were completed in 2018.

The exciter consists of a large quantity of power electronics along with the integrated digital controls all in a self-contained system that exists in a bank large cabinets. This project is to upgrade the digital controls portion of the existing exciter and leave all of the power equipment as is in the existing equipment along with all the incoming and outgoing wiring. The alternative, which is not reasonable, is to replace the entire excitation system with an alternate system which will also require new power components and wiring and additional demolition and installation costs.

JEA currently has EX2100 excitation systems on GCT1, GCT2, KCT7, KCT8, NCT3, NCT4, NCT5 and NCT6. As part of the Advanced Gas Path (AGP) outage at BGS BCT1, BCT2, BCT3 and ST4 will all be changed out to EX2100's and NGS – N01, N02, That just leaves N03 currently as EX2000.

JEA IFB/RFP/State/City/GSA#: N/A
PO / CPA PO only
Purchasing Agent: Lovgren, Rodney D.
Is this a ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
BAKER HUGHES HOLDINGS, LLC DBA NEXUS CONTROLS LLC	Todd McCormick	Doug.cory@Ametek.com	1800 Nelson Road, CO 80501-6324	205-541-6314	\$521,601.00

Amount for entire term of Contract/PO: \$521,601.00
Award Amount for remainder of this FY: \$417,280.00
Length of Contract/PO Term: Project Completion
Begin Date (mm/dd/yyyy): 01/29/2021
End Date (mm/dd/yyyy): Project Completion - Estimated by 12/30/2021
JSEB Requirement: N/A – OEM

Background/Recommendations:

Per section **3-112(1)(c) - of the JEA Procurement Code**, A Contract may be awarded for Supplies or Services with limited or no competition when the Supplies or Services must be obtained from the original equipment manufacturer, manufacturer's representative or a distributor authorized by the original equipment manufacturer because of the criticality of the item or compatibility within the JEA system (original equipment manufacturer). JEA made the determination to purchase this equipment directly from the OEM manufacturer (Nexus Controls, a Baker Hughes Company, formerly GE Energy Controls) vs. going to a reseller, distributor or construction contractor for the following reasons:

- 1.) Relying on a third party reseller or distributor with little exposure or consistency in selling one off engineered equipment with software and firmware integration of OEM products is not a good practice. Direct communication with the OEM manufacturer results in clear communication of design and configuration requirements. This equipment is designed to replace the existing front end generator excitation equipment and Human Machine Interfaces (HMIs) and has a twenty year plus expected life (not yearly repeat sales).
- 2.) JEA has considered and elected to not purchase this equipment through a construction contractor, since, the typical installer type construction contractors are not full electrical construction installation services that are required during a system reconfiguration (these projects are more than a one for one exchange of parts & a startup). Additionally, bidding this to an electrical construction general contractor results in significant markups (>10%). JEA currently has electrical GC contracts where material purchase mark ups for standard construction materials, wire, conduit, etc. range from 7-10 %. Bidding this work out to GC's on a single project would likely to yield much higher mark up.
- 3.) Purchasing one off engineered equipment through a distributor or GC, results in added complexity to terms and conditions, liability, warranty and service.
- 4.) Bidding engineered equipment in an engineered construction package designed by an Engineering Firm and with the contractor providing the equipment results in longer lead times to make the equipment purchase (which is already lead time constrained). Particularly when equipment design (not CCNA design) needs to be finalized to provide integration into a construction package it creates longer lead times to construction package development. Purchasing the equipment separately parallels equipment lead time and the construction package development and the construction bid.

The existing EX2000 system that was originally designed and installed at NGS in 2000 is nearing the end of its commercial life and is becoming difficult to get replacement parts. This project scope involves removing the existing EX2000 controls and replacing with upgraded Digital Front End (DFE) EX2100 that is more reliable and user friendly. The new system will be installed in the existing EX2K cabinets and will allow the use of existing bridge and other hardware without a need for a full replacement. This will allow control from the DCS and control room through a new HMI interface rather than the current non-user friendly HMIs installed locally at the EX2000. Most of the other JEA generating units have been successfully upgraded to this model.


Replacement with a non-OEM product would take longer and would have pricing structure that would be more costly than the approach of replacing the controls. Pricing for the most current excitation system replacement project at Northside on CT Units #3, #4, #5 and #6 is not apples to apples, as it included the equipment and installation as a lump sum price as part of a controls upgrade, however, JEA completed Northside Unit 1 and 2 (similar scope) in 2018 for \$988K. Based on this comparative pricing and lapse time duration from Units 1 and 2 to this project the price for this work is deemed to be reasonable. This award amount only represents the equipment purchase. The current project is planned for the Fall outage at Northside Generating Station (NGS). The lead time on the equipment for the project is twenty-four (24) weeks.

[Type here]

Request approval to award a contract to Baker Hughes LLC, DBA Nexus Controls LLC, a Company for the supply and technical support for installation of upgraded DFE EX2100 for NGS Unit N03 in the amount of \$521,601.00, subject to the availability of lawfully appropriated funds.

Manager: Akrayi, Jamila R. - Mgr Project Management
Director: Limbaugh, Margaret Z. - Dir Energy Project Management
Sr. Director: Acs, Gabor - Sr Dir Engineering & Projects
VP: Erixton, Ricky D. - Interim General Manager Electric Systems

APPROVALS:

 01/29/2021

Chairman, Awards Committee **Date**

 1/29/2021

Budget Representative **Date**

Firm Price Quotation

For

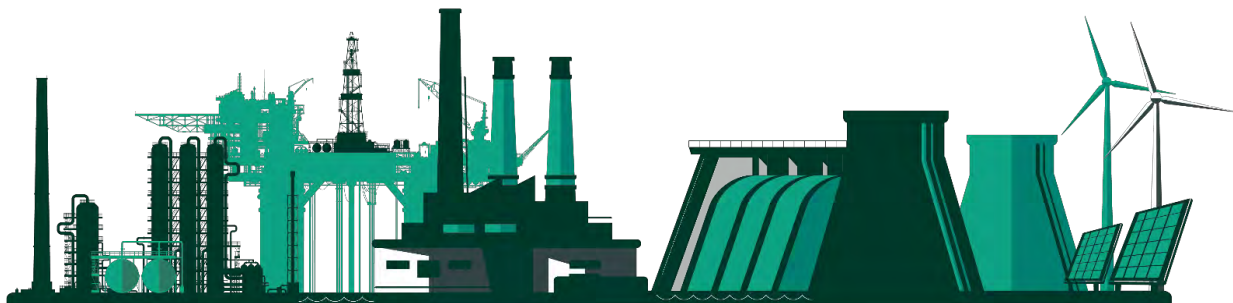
JEA

At

**Jacksonville, Florida
Northside Station Unit 3**

**EX2100e Digital Front End Excitation System Retrofit
EX2100e L-Frame DFE**

**Date: 25 November 2020
Proposal Number: 1733399 Rev 1**



This document, all related and derivative information, whether written or oral is submitted in confidence for evaluation by the Buyer. As such, its contents are proprietary and confidential to the Seller. In taking receipt of this document, Buyer agrees not to reveal its contents, to third parties or otherwise, except to those who must evaluate it. Upon written request of Seller, Buyer will return all copies of this document to Seller. The equipment listed in this document is based on preliminary information and is subject to change.

Todd McCormick
Sales Manager
Nexus Controls
1800 Nelson Road
Longmont, CO 80501-6324 United States

25 November 2020

JEA
11201 New Berlin Road
Jacksonville, Florida 32226-2275

Attention: **Josh Reed**

Nexus Controls Proposal: 1733399 Rev 1
Subject: EX2100e Digital Front End Excitation System Retrofit

Dear Josh,

Nexus Controls, a Baker Hughes business (Nexus Controls LLC) is pleased to offer JEA an updated Firm Price Proposal for upgrading the Excitation System on Unit 3 to EX2100e Digital Front End Excitation System. The enclosed documentation identifies the commitment of project and support personnel, delivery of the required technologies pertaining to GE and Nexus Controls, and our dedication to operational excellence.

Please feel free to call or e-mail me at your convenience should you have questions or require further information. I look forward to working on this project with you and the JEA team.

Yours Sincerely,



Todd McCormick
Cell 205-541-6314

Table of Contents

1 Executive Summary	5
1.1 Quality.....	5
2 Work Scope	6
2.1 Base Work Scope.....	6
2.2 Documentation	10
2.3 Optional Work Scope.....	12
3 Site Services	16
3.1 Technical Direction of Installation and Commissioning	16
3.2 PSS Commissioning	17
4 Proposal Basis and Buyer Responsibilities	18
4.1 General Assumptions and Clarifications.....	18
4.2 Application/Product Specific Buyer/End-user Responsibilities	19
4.3 Documentation Related Buyer/End-user Responsibilities	21
4.4 Site Services Division of Responsibility.....	23
5 Commercial Section	25
5.1 Pricing.....	25
5.2 Schedule	26
5.3 Delivery, Title Transfer and Risk of Loss	28
5.4 Payment Terms	28
5.5 Terms and Conditions.....	29
5.6 Purchase Order Details	30
5.7 Service Rates.....	31
6 Appendices	32
6.1 Technical Description	32
6.2 Product Descriptions and/or Sales Brochures	43
6.3 Terms and Conditions.....	43

Notice

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Defined Terms

The following terms shall have the meanings set forth below as used throughout this document.

- 1) **"Buyer"** means the Legal Entity ("LE") to which Seller's proposal is directed and the source of any subsequent purchase order/contract, namely "JEA".
- 2) **"End-user"** means the LE that will be the ultimate recipient of the content of this offer/System, namely, "JEA".
- 3) **"Seller"** means the LE issuing this proposal, providing the equipment and collecting the purchase order, namely "Nexus Controls LLC".
- 4) **"Contract"** means the contract between Seller and Buyer resulting from this Document.
- 5) **"Contract Price" or "Proposal Price"** means the price to be paid by the Buyer to the Seller under this Proposal or any resulting Contract for the Parts and Services.
- 6) **"Services"** means such planning, management, technical advisory services, site services and engineering necessary to install the System identified herein.
- 7) **"Site"** means the location or Plant where the System or Parts will be installed and commissioned.
- 8) **"System"** means the equipment, parts, materials, supplies, components and other goods, supplied by the Seller as part of the offer/proposal/quotation.

Revision Level	Date	Description of Revision
0	22 August 2017	Original Distribution
1	25 November 2020	Revised Proposal

1 Executive Summary

Seller is pleased to provide Buyer this firm price proposal to furnish equipment and provide technical direction of the Buyer's installation, then commissioning and startup of an upgrade to the EX2000 L-Frame Multi-bridge Excitation Systems on the Northside Unit 3 Large Steam Turbine Generator (Westinghouse S/N 810936) to apply our latest EX2100e Digital Front End (DFE).

The upgraded EX2100e Multiple Bridge exciter will be capable of being controlled from a new HMI, from a local GraphEX-OI (GOI) interface, or from a remote GOI interface. Additionally, an Ethernet Modbus link is planned for Unit 3 EX2100e DFE to communicate with the plant DCS. The new HMI and GOI interfaces will control Unit 3 EX2100e only, and are not planned to be networked to Units 1 and 2 at this time.

If the site prefers, an alternative design could be offered to have Units 1, 2 and 3 control room HMIs control any of the generators by combining the UDH networks. In that event, all units could share one gateway to the DCS.

The proposed equipment and control interface for Unit 3 are like the upgrades successfully installed on Units 1 and 2. For Unit 3, the EX2100e DFE components will be provided on panel inserts instead of replacing the control cabinet.

An engineering design (EDP) for the interconnection of the equipment is included.

Optional scope is offered for:

- Level 3 Spare Parts
- PSS Tuning Study
- Versamax I/O
- DC Field Breaker Replacement

This proposal is based on work being performed during an outage in 2021. Specifics of the items noted in this Executive Summary are provided in the following sections of this proposal.

1.1 Quality

The Nexus Controls business is committed to customer satisfaction, compliance and continuous improvement. Our quality policy is codified in our QA manual (OGQ-100) and flows down through our quality management system (QMS). Our quality is demonstrated by the successful delivery of over 250 controls upgrades globally per year. Highlights of our Quality Management System include:

- a) Our quality system rigor is scalable ensuring quality from small HMI or DCS upgrades to multi-unit Oil and Gas, Power Generation or nuclear projects.
- b) Our commercial, project management, project design review and acceptance testing QMS procedures drive clear requirements management from you through to the end-product. We understand and take early action to ensure we deliver what you need. We integrate global regulatory, technical and cyber security standards into our upfront proposal process, so you and we know at order acceptance that you will be compliant within the scope we are quoting.
- c) Our continuous improvement, root cause analysis processes and Six Sigma programs can demonstrate clear tie in from lessons learned on >250 projects globally per year to specific process and product improvements to benefit you.
- d) Our global design and manufacturing houses (USA, Brazil, Hungary, Bahrain/Saudi/UAE, Korea, Singapore, China and India) are ISO-9001 certified by a leading auditor such as LRQA or BSI. All operate under a single globally consistent QMS – both within O&G and in Control Solutions.
- e) Our quality team is standing by to provide additional detail and examples as needed.

2 Work Scope

2.1 Base Work Scope

2.1.1 Bill of Materials

The following items are included with the generator control system upgrade:

Description	Qty
EX2100e L-Frame DFE (EDFE) panel insert	1
GraphEX-OI Operator Interface – local	1
GraphEX-OI Operator Interface - remote	1
Ethernet Switch, Cisco IE-2000, 8 port, 2 fiber ports	4
HMI Cimplicity (BHMI)	1
PSS for 42/53/77/100mm	1
Technical Direction of Installation	1
Commissioning	1
PSS Commissioning and Testing	1
Generation of Manuals	incl.
Requisition Engineering, DFE	incl.
HMI Cimplicity Engineering	incl.
Engineering Design Package (EDP)	incl.
Regional Kick Off Meeting	incl.
**** Option 1 **** Level 3 Spares	
Level 3 Spares, DFE L-Frame	1
**** Option 2 **** PSS Tuning Study	
PSS Tuning Study	1
**** Option 3 **** Versamax - I/O Module	
Versamax I/O Module	1
**** Option 4 **** Field Breaker	
DC Field Breaker Replacement	1

2.1.2 Application Data

The offered system is based on the data summarized below. Any changes or modifications may affect final design and/or pricing.

General:

- Station Name: JEA Northside
- Turbine Type: Unit 3 Steam Turbine Generator
- New Excitation System: EX2100e L-Frame DFE
- Quantity of Units: 1
- Input Frequency (Hz): 60
- Exciter Power Source: Existing Magnetics

Environment:

- Maximum Ambient Temperature (° C): 40
- Maximum Altitude (meters): 1000

2.1.3 Control System

Nexus Controls will provide an EX2100e Digital Front End Excitation System Retrofit per the technical specification herein. A detailed technical description of the control system is found in the Technical Description section of this proposal below.

2.1.4 Standard Factory Tests

Inspection:

This normal production inspection, performed immediately prior to shipment, verifies the mechanical integrity, conformance to special purchaser hardware requirements, appearance, and completeness. The purchaser can elect to participate in this inspection at no charge. This inspection lasts approximately two hours, and includes:

- Inspection of appearance and mechanical integrity
- Review for completion
- Test instructions
- Test log
- Test defect record
- Check engineering log
- Inspection defect records
- Shortages
- Audit Tech check (for example, labeling/nomenclature)
- As-shipped prints
- Purchaser special requirements

The Buyer usually inspects the hardware the day before the unit is sent to shipping. At this point, the unit will have been completely tested and inspected. Generally, the Buyer reviews the quality of workmanship, looking at paint, wiring, crimping, assembly, etc. The duration of this witness point is two hours.

The second part of this option is a review with the engineer. The Buyer can review all paperwork relevant to the engineering and testing of the requisition. This would include the elementary, I/O list, alarm list, layouts, outlines, test sign-off sheets. This documentation provides the basis for certification that the Buyer's hardware and software went through the proper engineering, verification, and test processes. The duration of this witness point is approximately two hours.

The Buyer should advise the assigned Nexus Controls Project Manager four weeks prior to shipment of their intent to visit the factory to inspect his equipment. Nexus Controls will inform the Buyer two weeks prior to the inspection date so that the Buyer can make travel arrangements.

Inspection:

This normal production inspection, performed immediately prior to shipment, verifies the mechanical integrity, conformance to special purchaser hardware requirements, appearance, and completeness. The purchaser can elect to participate in this inspection at no charge. This inspection lasts approximately two hours, and includes:

- Inspection of appearance and mechanical integrity
- Review for completion
- Test instructions
- Test Verification Form
- Pre-shipment inspection defect records
- Shortages
- Audit pre-shipment inspection (for example, labeling/nomenclature)
- As-shipped prints
- Purchaser special requirements

The Buyer usually inspects the hardware the day before the unit is sent to shipping. At this point, the unit will have been completely tested and inspected. Generally, the Buyer reviews the quality of workmanship, looking at paint, wiring, crimping, assembly, etc. The duration of this witness point is two hours.

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The Buyer should advise the assigned Nexus Controls Project Manager four weeks prior to shipment of their intent to visit the factory to inspect his equipment. Nexus Controls will inform the Buyer two weeks prior to the inspection date so that the Buyer can make travel arrangements.

2.1.5 Engineering Services

2.1.5.1 Engineering Design Package

The DFE means minimal changes to the systems and relies on standardized work instructions called a Field Modification Instruction (FMI) to guide the modification work. FMIs are not part of the documentation provided to the Buyer; they are used by Seller's Field Engineers as reference to guide the work during installation. A reduced engineering effort is associated with DFEs, the bulk of which centers on the interconnection drawings. This proposal is based on the following Engineering Design Package support functions:

- **Interconnection Drawings included**
- **Equipment Layout Update included**
- HVAC Design not included or applicable
- Structural or Mounting Drawings not included or applicable
- **Existing Plant System Drawing Updates included**
- **Drawing Edit Format - Hand Mark-up included**
- Contractor Specification not included or applicable
- **Up to 40 customer drawings sheets shall be revised**
- **EDP Site Visit at Kick-off meeting included**
- Transmittal of Drawing Documents not included or applicable
- Post Installation Drawing Updates not included or applicable
- Associated I/O not included or applicable
- Customer Specific Customization not included or applicable
- Custom Documentation not included or applicable

Should additional efforts be requested, that time will be billed on a time and material basis per the standard Nexus Controls commercial rate structure.

Depending on the type of Engineering Design Package being offered, Buyer/End-user supplied drawings or data shall be provided two weeks prior to a site walkthrough to allow for planning time. The quality of the design is dependent on the timing, quantity and quality of the data provided.

All drawings will be supplied on standard Nexus Controls drawing format in English with ANSI notation.

2.2 Documentation

Unless otherwise indicated, all electronic (softcopy) and hardcopy documentation, control screens, panel labels and wiring identification will be provided in the English language only. The Seller will provide the following product documentation in quantities and media type listed below:

One (1) softcopy of the project documentation will be provided on electronic/digital media. The file types will be Adobe Acrobat PDF, or the native file type received by the Seller's third-party vendor supplying its documents.

(3) sets of the project documentation will be provided in hardcopy format on paper and inserted into binders (3 ring or similar). The paper media will typically be 8-½" x 11" or folded 11" x 17" drawings. Note that HMI only projects will not include hardcopy documentation.

Document Description	
Item	Generic List
1	Elementary (Wiring) Diagrams
2	Outline Drawings
3	Layout Drawings (cabinet or otherwise)
4	Recommended Spare Parts List
5	Instruction Manuals/Publications; Including Maintenance and User Guides
6	System Guide / Publications
Item	Application Specific List
7	Startup Report
8	Model and Settings Report
9	Engineering Design Package "EDP"

2.2.1 Computer Aided Design & Drafting (CADD) drawings

If required as part of the contract, the Seller may provide the job specific drawings (not vendor or third-party documentation) in "CADD" (Computer Aided Design and Drafting) format. The following shall apply when the Seller provides drawings in CADD format. See the EDP section of this proposal for EDP drawing formats.

- a) The Seller will supply the final as-built drawings in AutoCAD® dwg format. Initial project drawings will be provided in Adobe Acrobat format. The AutoCAD® version shall be that version used by the Seller as the time of the drawing generation.
- b) To the meet the Seller's intellectual property guidelines the AutoCAD® dwg will be provided without a border or title block as unsigned unformatted drawings. The Seller makes no warranty as to the exactness or the completeness of such drawings. The Seller's drawings contain confidential and proprietary information; therefore, their use is restricted to the use with products and/or services as provided under the applicable contract/purchase order. Drawings shall not be disclosed to any third-party unless otherwise agreed to by the Seller in writing.
- c) Drawings for the Seller supplied third-party (Non-OEM/GE) equipment will be provided in the native format as received by the Seller's vendor.

2.2.2 Project Management

The Seller will provide a Project Manager as a single point of responsibility for communications to the Buyer. The Project Manager's responsibilities will include:

- a) Project scheduling and tracking for the project activities associated with the equipment upgrade
- b) Procurement and expediting of all equipment and services included in this proposal to insure a smooth project
- c) Coordination of engineering, test and startup activities for the equipment upgrade

All communication between Buyer/End-user and the Seller, including meetings, all documents, notes on drawings, instruction manuals, and submissions required under contract, shall be in the English language. Any language translation, if required, will be the responsibility of others.

2.3 Optional Work Scope

2.3.1 Option 1 – EX2100e Spare Parts

The Seller is pleased to offer several OPTIONS to meet a Buyer’s system spare parts requirements consisting of three (3) different levels:

Level 1 Spare Parts

This level of spare parts represents the most complete coverage that can be provided for the purchased EX2100e. This includes all control circuit boards, electrical devices, and associated spare parts. Purchase at this Level will guarantee minimum downtime of the system:

Level 2 Spare Parts

This level of spare parts represents a smaller scope than Level 1 but is still designed with reduced downtime in mind. Typical parts recommended for this Level 2 include many of the important control circuit boards that are critical to the operation of the EX2100e.

Level 3 Spare Parts

This Level of spares represents a minimum requirement to prevent prolonged downtime in the unlikely event of a failure.

The following is a representative spare parts list. Actual part numbers and quantities for component spare parts will be provided after receipt of order. Spare parts are priced in the commercial pricing section of the proposal.

Note: The Seller is offering a one-time price on a “Spare Parts Startup Kit” that is only available if purchased simultaneously with the major equipment purchase. The content of the Startup Kit is:

Level 3 – L-Frame DFE Spare Parts	
Description	Qty
SPACE HEATER 240V	1
TMR UCEx MODULE (COPPER)	1
ROGOWSKI COIL	1
FUSE 600 V 12 A	1
FUSE(SLO-BLO) 3.15A 5X20MM	5
POWER SUPPLY 240W 28VDC	1
ANALOG SIGNAL CONVERTER	1
EX2100E AUX FUNCTIONS TMR	1
EX2100E BRIDGE AC FEEDBACK, 650V	1
EX2100E GATE PULSE 42-77MM	1
EXCITER DE-EXCITATION	1
EX2100E FANNED DC FEEDBACK TMR	1
EX2100E POWER DISTRIBUTION	1
EX2100E SYSTEM IO, TMR	1
EXCITER ATTENUATION MODULE	1
HIGHSPEED SERIAL LINK INTERFACE RJ45	1
DOOR AIR FILTER	1

2.3.2 Option 2 – PSS Tuning Study

The Seller can develop the PSS settings that result in providing as much damping as possible, in the range between 0.1 and 3.0Hz where intertie and local mode frequencies occur in interconnected power grids. The PSS tuning study will use computer models of the generator and excitation system, and consider a wide range of system short circuit impedance reflecting strong to weak system conditions. This range of system impedance reflects the entire range of system conditions in which the unit will operate, and ensures that the designed PSS settings deliver good performance for all possible unit operating conditions. The models will be analyzed, and the PSS lead-lag and gain settings will be designed using frequency response and root-locus analysis techniques. The response of the generator will then be simulated in the time domain to step changes in the Automatic Voltage Regulator (AVR) reference. The simulation results will be used during the PSS field commissioning tests to compare to the test results and validate the models and the PSS settings developed in the tuning study. A PSS Tuning Study Report summarizing the results will be issued in advance of the field commissioning tests.

For large steam units, an additional evaluation of torsional natural frequencies will be performed as part of the PSS Tuning study to identify torsional frequency margins; Seller will apply filters in the PSS to mitigate PSS-torsional interaction, if required.

The tuning study is normally issued 4 weeks after receipt of the following Buyer/End-user supplied data:

a) Generator data - this includes the following information:

- i) $X_d, X'd_v, X'd_i, X''d_v, X''d_i, T'd_o, T''d_o$
- ii) $X_q, X'q, X''q_v, X''q_i, T'q_o, T''q_o$
- iii) X_l , leakage reactance
- iv) MVA rating, kV rating, speed, power factor
- v) armature resistance - r_a , field resistance – r_{fd}

The above data is usually given in per unit values on generator rating, except for field resistance which is in ohms (temperature of field at which resistance is given plus normal operating temperature should be specified).

Open Circuit Saturation Curve (or Table) - Terminal Voltage (kV or pu) versus Field Current (Amps)

Combined turbine-generator inertia constant in actual units (WR^2 in lb-ft²) or GD^2 in MKS units, or per unit inertia constant H in kw-sec/kva (or $M=2H$)

- b) Plant one-line diagram to identify the connection scheme and step-up transformer rating and impedance values. The base values on which the transformer impedances are given should be clearly indicated. Other information from the one-line would be special local loads, significant extra bus/line/cable between the unit and the transformer, or the transformer and the system. Also, the connection of the units through generator bus connection or split winding transformers. Any units in the plant which are already existing which may or may not have PSS controls already should be described with the computer models for their generator and excitation system.
- c) Short circuit SC MVA (or short circuit current) on the HV bus (from the utility grid) to which the step-up transformer is connected. This number should be given for network contribution only, not including unit contribution. If it includes the unit contribution it should be indicated. If possible, we would like a range of SC values, maybe nominal with all lines in service, and lower limit with

some lines out of service (contingency case). The net system impedance will be calculated from the SC duty, and added to the step-up transformer impedance to determine the net equivalent impedance seen from the generator looking into the power system. If the SC or transformer data from previous item is not available, the Seller will use a wide range of possible impedances from small to large to insure good performance at any operating condition. Having the site-specific data will allow calculation of the expected response to be measured during commissioning (start-up) of the unit.

Field service for excitation commissioning is defined in subsequent sections of this proposal. If included, the PSS will be commissioned using the PSS settings obtained from the tuning study. The following tests will be completed to validate PSS performance.

- Step test in AVR reference (base load without PSS)
- Gain margin test to determine the PSS gain to be used
- Step test in AVR reference (base load with PSS)
- AVR Uncompensated transfer function
- PSS transfer function

Any additional testing required by the Buyer/End-user beyond that listed above is not included in the present scope of work. If the Buyer/End-user requires additional testing a change order proposal will be issued to support the additional requirements.

These tests will be performed using the Control ToolboxST testing algorithms. External equipment such as signal isolators or frequency analyzers are not required. If the Buyer/End-user requires this type of testing equipment a change order proposal will be issued to support the additional requirements.

An analysis of test results will be documented in a final PSS Test Report that will be issued six weeks after completion of testing.

2.3.3 Option 3 – Versamax I/O

As an option, GE VersaMax (or equivalent) can be used for additional I/O and analog outputs. A 16 Input block, 16 Output block and 4 channel analog 4-20mA output block are typically provided. The VersaMax module is modular and scalable up to 7 I/O blocks.

The VersaMax I/O allows for the following:

- Snap Together Bases, No Cable Connections, DIN Rail Mounting
- LED Status Indicators for Field Power, Module OK, Point Status
- Modular and Scalable, Each Network Interface Supports Up to 7 I/O Modules

2.3.4 Option 4 – 41 DC Field Breaker

The replacement of the 41DC Field Breaker cubicle is offered. This option was previously performed as an additional scope to the Unit 1 and Unit 2 projects. A new Nema 1 enclosure of the same dimensions and connections will be provided to replace the existing breaker compartment. Includes Technical Direction and commissioning field services.

Included:

GErapid 6007 Breaker, single pole, positive leg

Amp rating = 6000

Rated Voltage = 1000



3 Site Services

3.1 Technical Direction of Installation and Commissioning

The Seller will provide a Controls Field Engineer who will perform the Technical Direction of Installation (“TDI”) during the installation phase of this project, as well as checkout and commissioning of the new Exciter controls, per the Seller’s standard procedures.

TDI means the Field Engineer provides guidance and technical liaison with the provided craft labor that is specific only to work required to upgrade the control. Managing, coordinating, and otherwise directing the provided craft labor is the responsibility of the entity it is furnished by. As we did with Unit 1 and Unit 2, JEA will supply craft labor, supervision, and tooling.

The Seller has included a fixed quantity trips to site and onsite time to perform the installation of new equipment. These fixed quantities are based on the Seller’s experience for similar installations on similar equipment. The End-user shall be responsible for properly staffing the installation and commissioning such that the activities below fit within the Seller’s site services schedule.

3.1.1 EX2100e DFE Installation

The Seller’s Controls Field Engineer will oversee the work performed by the End-user supplied plant technicians and craft labor during performance of the following tasks:

Pre-Outage

- a) Initial site survey / Kick Off Meeting
- b) Locate, uncrate and inventory equipment
- c) Stage parts and work area
- d) Clear path for replacing components

Outage Installation

- e) Lockout-Tag out
- f) De-terminate control and instrumentation wiring
- g) Removal of the existing Excitation Control System components as required
- h) Install new EX2100e control system components, including mounting, power and ground verification
- i) Re-terminate control and instrumentation wiring
- j) Connect and verify all Ethernet network cabling, switches to EX2100e excitation control system panel

3.1.2 EX2100e DFE Commissioning

The Seller’s Controls Field Engineer will perform the following tasks with support of End-user supplied plant technicians and craft labor:

- a) Power Up Validation
- b) Toolbox Validation
- c) Network Validation
- d) I/O Validation
- e) Software Validation with EX2100e Generator Simulator
- f) Hardware Validation
- g) EX2100e Generator Rated Speed Offline Commissioning
- h) EX2100e Generator Online Partial Load Commissioning
- i) EX2100e Generator Online Full Load Commissioning

j) Software Validation

3.2 PSS Commissioning

When the EX2100e DFE is purchased in conjunction with a new Power System Stabilizer Tuning Study, the Seller's field service personnel will perform the required supplemental testing and data acquisition to facilitate the validation of the EX2100e PSS software parameters

4 Proposal Basis and Buyer Responsibilities

This section lists those items which are provided by the Buyer or End-user and not part of the Seller's scope of supply. It also lists the Seller's assumptions, comments to Buyer's requirements, and the breakdown of Buyer/End-user responsibilities.

4.1 General Assumptions and Clarifications

Below represents the Seller's clarifications, assumptions and exceptions related to the Seller supplied equipment and services:

- a) Seller believes that this proposal/quote meets the intent of the Buyer's request and will be the document of reference in any resulting contract.
- b) Seller assumes multiple units onsite (included in this proposal) are similar except for the Unit number designators and tag names as they relate to the Seller supplied equipment (Hardware, Software), engineering, documentation and control logic functionality. Pricing for unique hardware, software or engineering is not included, when the scope of work is applied to multiple units onsite, which are assumed to be similar.
- c) Unless otherwise specifically identified herein, this proposal assumes that none of the Seller's equipment (and related engineering) being supplied under this contract (or related contract) will be installed in, or have its wiring routed through, a classified hazardous area (Ex: Nuclear, Safety Related, ATEX, Class I, Div2 or Class 1 Div1 area).
- d) It is assumed that any existing equipment/devices/wiring/sensors/networks that are not being replaced as part of this work scope are in a good working order, calibrated to OEM specifications and will function as designed and work properly with the new system(s) provided. Replacement of non-functioning equipment/devices/wiring, including any troubleshooting or re-calibration will be on a time and material basis per the Seller's then current Services Rate Schedule (Tier 5 Controls Engineer) rates, in effect at the time of the work.
- e) If an RFQ or technical specification is presented by the Buyer/End-user during the project's execution (contract term), that was not initially brought to the attention of the Seller during the proposal development stage and said specifications/requirements subsequently increase the cost of the project for the Seller, this will be treated as a contract change order and billed accordingly.
- f) Seller reserves the right to substitute suitable and equivalent third-party hardware in place of those proposed should such items become obsolete prior to final delivery of those products. If during the warranty period a third-party hardware item becomes defective and requires replacement, such item may be replaced by a substitute item if the third-party item has been obsoleted. Buyer shall receive notification of substitution prior to shipment of the items.
- g) When existing cabinetry is being reused, the Buyer/End-user shall be responsible for the condition and suitability of same to house the Seller supplied equipment, maintaining NEMA, EMI and RFI requirements, as an example.
- h) No provisions for a separate, integrated FAT or communication testing with a foreign device or other sub-systems (DCS, SCADA, Historian, etc.) are included in this proposal. Simple communication testing with Buyer/End-user's foreign devices or other sub-systems can be conducted and verified by the Seller's Controls Engineer carrying out the commissioning onsite. Should Buyer decide to have a separate communication test with other systems at Buyer's facility, Seller will provide a quotation upon Buyer's request and detailed definition
- i) No modifications to any Buyer DCS or third-party equipment are included in this proposal. The new Seller supplied equipment may require modification to DCS signals to maintain compatibility. Modification of these DCS signals is the responsibility of Buyer.

- j) Relevant OEM Technical Information Letters (“TIL”) related to equipment being provided, have been performed by Buyer/End-user prior to installation of Seller supplied equipment.
- k) Buyer is responsible to adhere to the timetable of critical project data exchange and execution milestones as identified in the detailed project schedule agreed to at the kickoff meeting.
- l) As the project must incorporate Buyer specific requirements, Buyer must support all project activities:
 - i) Support Site kickoff meeting, site visits, design reviews, status meetings, etc.
 - ii) Participate in Buyer-witnessed factory tests and site acceptance tests (if included)
 - iii) Respond to Seller inquiries and requests for documentation in a timely manner.
 - iv) Direct all communications through Seller’s assigned Project Manager.
 - v) Document, in writing, approvals for all change orders.

4.2 Application/Product Specific Buyer/End-user Responsibilities

The following represents the Buyer/End-user responsibilities which are specific to the product being supplied by the Seller.

4.2.1 Relay Settings, Coordination Studies and Testing

Buyer is responsible for relay settings, any coordination studies, programming and testing that may be required unless otherwise stated elsewhere in this proposal.

4.2.2 Power System Stabilizer (“PSS”) Commissioning

It is assumed that the PSS operations will be verified immediately following the commissioning of the new Excitation equipment (no extra demobilization/remobilization is included for this). If the PSS is installed later or PSS validation is required, including any additional mobilization(s), this will be billed to the Buyer/End-user, as a change order to the contract/purchase order, per the Seller’s Standard Services Rate Schedule (Tier 5) in effect at the time of the work.

4.2.3 EX2100e Exciter

The following represents the Buyer/End-user responsibilities which are specific to the EX2100e Exciter product being supplied by the Seller.

- a) If the excitation system project is executed during or after a turbine control upgrade, the excitation system will utilize the turbine control system Ethernet switches and routers.
- b) Sensing Signals and Control Interfaces
 - i) Generator current feedback
 - ii) Generator voltage feedback
 - iii) Generator lockout relay status - A normally closed contact from 86G
 - iv) Generator breaker status - A normally open contact indicating open/close status of the generator breaker
 - v) Control power sources for AC input and DC input control power
 - vi) Network Analysis and Troubleshooting software (Non-Nexus Controls supplied software): Network analysis software is permitted to be installed (by the Buyer/End-user) on a Nexus Controls supplied computer for network analysis and troubleshooting physical network nodes

connected to the GE Plant Data Highway, GE Unit Data Highway and third-party interface protocol communications, e.g., Modbus, IEC-60870, OPC, DNP3, IEC-61850. This permission assumes that this software does not directly interface or disrupt the process of the GE turbine/generator control software and associated communication and that it will not interfere with the operation of the Nexus Controls supplied computer in any way. This practice will not void the Baker Hughes software warranty, provided as part of the software license/Addendum, if the malfunction was not caused by the installation of the Network analysis software by the Buyer/End-user.

c) Control Power Sources

Existing control power feeds will be reused, and the burden should not change.

d) Model and Settings Report (MSR)

- i) Timely submittal of the generator data form and all relative “as running” settings of the existing excitation system.
- ii) Review of the preliminary MSR and markups relative to End-user desired coordination of the protection relay settings.

4.2.4 Digital Front End (DFE) Retrofit

The following represents the Buyer/End-user responsibilities which are specific to the Digital Front End EX2100e Exciter product being supplied by the Seller.

- a) Site information/data related to the current HMI installation. This data will be required prior to order acknowledgement and prior to the Seller building/designing the new system. This data will also be used to update the Network Topology (4108) drawing associated with this site/installation. The Site data shall include:
 - i) Existing as-running topology drawings: The Seller assumes that a 4108 Network Topology drawing is available today. The Seller’s has not included the cost to create a new 4108 Drawing:
 - ii) Other Network Information; Include any devices, communications and other items that are not shown on the current topology drawings.
 - iii) As Running software (must run software gathering tool). It is important that current data be collected from the equipment to avoid issues with the new equipment not arriving with current control constants, unit software updates or screen updates. The Buyer/End-user is responsible for additional engineering or installation time required to update outdated information after it is originally supplied.
 - iv) Current and as desired HMI information, via HMI/Network Questionnaire form.
 - v) If the Buyer cannot provide the Seller with the above site data, the Seller will be obligated to retrieve the data. All time and related expenses associated with collecting the site information/data will be billed to the Buyer/End-user at actuals, per the Seller’s Standard Services Rate Schedule in effect at the time of the work.
- b) Considerations for the purchase of Panel Mount HMI models: PC models have changed their mounting patterns and sizes over the years and existing door cut-outs will often have to be modified for the new mounting requirements. The Buyer/End-user will be required to rework/modify the existing panels to accommodate the new Panel Mount HMI prior to the arrival of the Seller Field Engineer.

- c) Considerations for the purchase of new or additional network switches: The Buyer/End-user will be required to install and verify new Ethernet cabling prior to the arrival of the Seller Field Engineer.
- d) Services pricing included assumes all units/machines associated with this HMI upgrade will be offline concurrently.
- e) The HMI hardware and software package is a tested integrated system. Extensive qualification and verification is performed to ensure 100% compatibility of the components of the HMI core-load and hardware. For warranty and support reasons removal of any of the Seller provided software or addition of any third-party software packages/hardware packages will result in Nexus Controls' inability to properly service and maintain the equipment and thus voids Seller warranty on these products.
- f) Network Analysis and Troubleshooting software (Non-Nexus Controls supplied software): Network analysis software is permitted to be installed (by the Buyer/End-user) on a Nexus Controls supplied computer for network analysis and troubleshooting physical network nodes connected to the GE Plant Data Highway, GE Unit Data Highway and third-party interface protocol communications, e.g., Modbus, IEC-60870, OPC, DNP3, IEC-61850. This permission assumes that this software does not directly interface or disrupt the process of the GE turbine/generator control software and associated communication and that it will not interfere with the operation of the Seller supplied computer in any way. This practice will not void the Seller software warranty, provided as part of the software license/Addendum, if the malfunction was not caused by the installation of the Network analysis software by the Buyer/End-user.

4.3 Documentation Related Buyer/End-user Responsibilities

This proposal is based on the following:

- a) It is assumed that Seller will be furnished, upon request, with full drawings and information concerning the state of the existing installation including wiring information to the existing terminations including process and instrumentation diagrams ("P&ID's"). If such information is not available Seller will charge for the work involved in obtaining this information.
- b) Overall project cycle time is dependent upon receipt of current site data. It is Buyer's responsibility to provide the relevant site data in a timely manner. Seller's Project Manager will be assigned after receipt of order and will provide instructions for the download and transfer of site data as necessary. Site services to obtain the site data are not included in this offering but can be provided for an additional cost. Site data includes but is not limited to as-running software and design/engineering/P&ID drawings.
- c) If the site data is not provided within two weeks upon placement of order, the possibility exists that the hardware/software may be engineered using default or; generic data and a delay in delivery and/or an extended startup time may result.
- d) Unless explicitly identified above, Seller is not supplying interconnect wiring or loop diagrams.
- e) This proposal does not include plant operation manual updates, or any other site documentation modifications.
- f) To initiate and complete the engineering the following (including but not limited to) documentation shall be provided in a timely manner:
 - i) As-running Turbine, Generator, and Motor Control Center controls elementary diagrams
 - ii) As-running device summary diagram
 - iii) As-running controls specifications

iv) As-running connection diagram

v) Electrical One Line diagram

Note: Incomplete or poor-quality drawings, drawings with errors or delays in receipt of drawings and as-running software could result in a contract change order (with schedule and price relief) to overcome issues which may hinder Seller from completing its engineering within the agreed upon schedule.

4.4 Site Services Division of Responsibility

This division of responsibility (DOR) table identifies the entity responsible for various aspects of the controls upgrade proposed and outlines the basis of the Services estimate. It is intended to aid the execution of the project by clearly describing the expectations of all parties.

Responsibility Legend: B=Buyer/End-user, S=Seller, N/A= Not Applicable			
Item	Description	Responsibility	Comments
PREPARATION			
a)	Lock Out Tag Out (“LOTO”) of all equipment related to Seller’s work, prior to start of seller’s work. Seller personnel will verify.	B	
b)	Health, Safety, Emergency Response & Security Procedures	B	
c)	Regulatory Requirements and permits (Air, welding, work, etc.)	B	
d)	Hardhat, safety glasses, hearing protection, hand protection, safety footwear for Seller’s personnel.	S	
e)	Offload the Seller supplied equipment/material upon delivery and store as required. Place equipment near work area prior to the start of Seller’s work.	B	
TEMPORARY CONSTRUCTION FACILITIES			
f)	Scaffolding: Supply, installation, setup and removal	B	If needed
g)	Crane and/or forklift, rigging, rigging plan & Operator	B	If needed
h)	Temporary Utilities (electric, light, air, water, and internet)	B	If needed
i)	Office space, internet access, sanitary facilities, drinking water, parking etc. for Seller’s personnel.	B	
j)	Construction Waste Management and Disposal	B	
k)	First Aid facilities	B	
l)	Hazardous Material identification, testing & abatement. Seller shall be afforded schedule & price relief related to any remediation efforts.	B	
CONTROL INSTALLATION			
m)	Technical Direction During Installation and Commissioning	S	
n)	All Installation labor, equipment and Materials	B	Craft labor subcontracted by JEA
o)	Signal Mapping or changing of third-party signal tables required due to Controls upgrade	B	
p)	Testing required to satisfy regulatory requirements	B	
INSTALLATION SUPPORT			
q)	Checkout Procedures	S	
r)	Startup Procedures	S	
s)	Dedicated Operations support during commissioning and startup testing	B	

Responsibility Legend: B=Buyer/End-user, S=Seller, N/A= Not Applicable			
Item	Description	Responsibility	Comments
t)	Calibration of Protection devices & relays during setup and commissioning	B	
u)	Disposition of all removed equipment and generated trash	B	
v)	Removal and replacement of exciter modular enclosure wall sections to support installation.	B	

5 Commercial Section

The work scope identified in this document is subject to the following terms and conditions, and by reference are incorporated herein.

5.1 Pricing

5.1.1 Scope of Work Pricing

The prices for the scope of work detailed in the proposal will be as follows:

Item	Offering	Description	USD Price
1	Base	Main System - EX2100e DFE for EX2000 LFrame - Engineering Design - Site Services (Technical Direction, Startup, Commissioning)	\$220,391
2	Option 1	Level 3 Spares Package	\$34,098
3	Option 2	PSS Tuning Study	\$35,438
4	Option 3	Versamax - I/O Module	\$7,258
5	Option 4	DC Field Breaker – 41 Device Replacement	\$224,416
Total Scope			\$521,601
Item	Offering	Reclamation Description	USD Price
7	Base	EX2000 L-Frame Reclamation Credit	Included

5.1.2 Pricing Limitations and Considerations

This proposal is based on the following:

- a) Unless otherwise indicated, the prices quoted herein are valid for the delivery of equipment in **2021** and performance of services in **2021**. Delivery of equipment or performance of services in years after these shall be subject to a price escalation fee equal to 4% per year of the contract price for the undelivered equipment or un-performed services.
- b) This proposal will remain **valid for 60 days** from the date indicated in the cover page and may be modified or withdrawn at any time by Seller prior to receipt of Buyer's acceptance.
- c) Prices quoted are based on the Assumptions and Clarifications as described in the Proposal Basis Section and performed according to the Terms and Conditions referenced or provided herein.
- d) Seller reserves the right to review and re-quote this job if there is a discrepancy between this proposal and the purchase order. If Seller receives a specification between the issuance date of this proposal and receipt of the purchase order, Seller reserves the right to re-evaluate this proposal.
- e) Seller will evaluate changes to the specification, drawings, services or existing equipment. If these changes constitute a change in the quoted work scope or schedule, Seller will quote the changes and a change order must be received before work is to proceed.
- f) The pricing breakouts outlined in this proposal are for accounting purposes only and are not to be considered as standalone prices.
- g) The prices quoted herein exclude taxes or other regulatory fees.
- h) The prices quoted herein exclude duties.

- i) **Parts Reclamation Program: If included as part of this project**, the pricing above is contingent upon the implementation of the Seller's Parts Reclamation Program whereby the Buyer returns the hardware removed as part of this project and the associated Buyer/End-user owned spare parts. The parts removed will be collected and packaged for shipment to a Seller's facility by the Seller's Controls Engineer, with assistance from the Buyer/End-user site personnel. The Buyer/End-user will be responsible for collecting any spares that are no longer applicable to the control system and providing them to the Seller's representative for packaging. The Seller will provide the packaging material and shipping expense for returning the reclaimed parts to the Seller's facility. Failure to return removed hardware and unused spare parts may result in a contract change order for the value of the un-returned hardware/parts.

5.2 Schedule

5.2.1 Equipment Schedule

The After Receipt of Order ("ARO") date will be the date that the Seller acknowledges the Purchase Order, not the initial date that the Seller receives that PO.

The estimated timescale from acknowledgement of PO/contract to Delivery of the equipment is **(20) Twenty to (24) Twenty-Four Weeks** and is based on current factory loading and lead times offered by Seller and other vendors, if any.

5.2.1.1 Equipment Schedule Limitations

Delivery dates can vary depending on factory workload and should be confirmed before issue of order. Delays in receiving vital information from the Buyer/End-user or delays in receiving "review" drawings back from the Buyer/End-user will impact the ARO delivery dates. These delays may result in a day for day slip in the delivery schedule or a complete shift of the delivery dates indicated herein.

When detailed drawings representing the Buyer's current (as-running), installed equipment cannot be made available to the Seller, it is critical that the Seller has sufficient time and physical access to the Buyer's equipment while in a Lock-out/Tag-out condition. This will allow the Seller to take measurements, design, manufacture, and field fit these portions of the total scope of supply. Some examples of this may include mounting plates, blanking plates, etc.

Seller's proposed schedule with milestone dates will be presented at the project Kickoff Meeting. This project schedule will illustrate the various activities from purchase order/contract receipt, through design, manufacture, testing, shipment and site services (if in work scope).

The overall price and cycle quoted herein requires full cooperation between the Seller and the Buyer/End-user and adherence to key milestone dates specified as part of a project implementation plan. The specific milestone dates will normally be set during the project kickoff meeting and will normally include, but may not be limited to, the following key project control points:

- a) Project Kickoff Meeting (Buyer and Seller)
- b) Site survey and/or supply of applicable site data (Buyer and Seller)
 - i) Site data (Buyer)
 - ii) Drawings and documentation (Buyer)
 - iii) Logistics data (Buyer and Seller)
- c) Drawing submittals (Seller)

- d) Design review and approval (Buyer)
- e) Design freeze (Buyer and Seller)
- f) Factory acceptance test/Buyer witness test (Buyer and Seller)
- g) Supply of documentation for shipment (Buyer)
- h) Support commissioning, start-up, site acceptance testing and handoff (Buyer and Seller)
- i) Delivery of documentation (Seller)

Unless otherwise agreed upon in advance, the work shall be executed in an uninterrupted and sequential fashion. If the work is interrupted by or for the convenience of the Buyer, or cannot be performed according to the schedule, the Seller has the right to submit a change order for incremental charges (for example multiple site trips or additional design review cycles, etc.). The Buyer shall be provided drawings of sufficient quality and thoroughness early in the project and be given one review cycle, to submit comments and request changes. The review cycle is typically 3 weeks long but depends on the project schedule and will be reviewed and agreed upon at the Kickoff Meeting. After the review cycle the design will be considered frozen and the cost and schedule impact of requested changes will increase.

5.2.2 Site Services Schedule

The Seller's Services Schedule is based on the following trips, time onsite and working schedule:

Per Unit Task	Working Schedule	Duration
Trips:	(1) one roundtrip	
Mobilize	8 hrs/day, 5 days/wk, single shift	1 day
Pre-Outage	8 hrs/day, 5 days/wk, single shift	1 day
Outage Installation	10hrs/day, 7 days/wk, single shift	7 days
Checkout and	10 hrs/day, 7 days/wk, single shift	2 days
Startup Checks	10 hrs/day, 7 days/wk, single shift	2 days
Demobilize	8 hrs/day, 5 days/wk, single shift	1 day

Note that this schedule is for the Base scope of supply and does not reflect the additional time for any optional scope, such as the 41 Breaker Replacement.

5.2.3 Site Services Schedule Limitations

The Seller's Services schedule is based on the following:

- a) The Seller's Holidays, standby time or second/night shift work are not included.
- b) The Seller's onsite time includes up to a maximum of two (2) hours of site access and safety orientation training for the Seller's personnel. This training does not include additional mobilizations and is assumed to occur on the plant site immediately upon arrival to site for initial mobilization and assumes that no special offsite training requirements. Site safety and access training outside these guidelines will result in a change to the pricing provided herein.
- c) Assumes work scope can be accomplished in an uninterrupted fashion per the schedule above.
- d) The Seller has included a fixed quantity of onsite time and trips to site to perform the site services work. These fixed quantities are based on the Seller's experience for similar Work scope on similar equipment and recognizes the End-user's outage schedule. The End-user shall be

responsible for properly staffing the installation and commissioning such that the activities below fit within the Seller's site services schedule.

- e) Additional trips or onsite time not specifically identified in the Schedule, or elsewhere in this proposal document will result in a change to the pricing provided herein. This includes, but is not limited to, delays on the part of the End-user, or related work delaying Seller's ability to complete their work per the above schedule.
- f) Scope or schedule changes related to these limitations will be billed to the End-user, as a change order, per the Seller's Standard Services Rate Schedule in effect at the time of the work.
- g) End-user shall be responsible for the proper Lockout/Tagout of the equipment prior to the start of the installation of the new controls hardware. Seller has included a maximum of four (4) hours per Unit for the Lockout/Tagout verification activities to be included in the base project scope for the Seller's Field Engineer and craft labor. Additional hours required to complete LOTO verification will be considered as a delay and be billed at the Seller's Standard Services Rate Schedule in effect at the time of the work.
- h) To ensure safe and alert personnel, Seller's HSE policy requires a rest period of 36 consecutive hours every 19 consecutive days worked. As such, Seller's schedule will implement one rest day for all (Seller and their subcontractors) personnel on site at a minimum 19-day interval if working seven-day weeks. Seller can accommodate alternative schedules by adding personnel to site, which will be billed as an extra using the mutually agreed to change order process. Safety is always a priority for Nexus Controls and our customers. By adding a lay-over day our base offering does not include extra personnel for the required rest period.

5.3 Delivery, Title Transfer and Risk of Loss

5.3.1 Offsite Work (Equipment and Engineering)

For shipments that do not involve export, including shipments from one European Union ("EU") country to another EU country, Seller shall deliver Products to Buyer (Or End-User), FCA Seller's Factory (Incoterms 2020). Title and Risk of loss shall pass to Buyer at Delivery.

5.3.2 Onsite Work (Site Services, Training, Support agreements)

Title to Services shall pass to Buyer as performed.

5.4 Payment Terms

This Firm Price Proposal is based upon the following invoicing schedule and terms:

- a) Payment Terms are **Net 30**
- b) Pricing is in USD.
- c) As the Seller would like to make doing business easier, please take advantage of our Wire Transfer or ACH payment options by remitting payment using the following:

Account Name: Nexus Controls LLC (US Federal Tax ID: 27-1141938)
Account Number: 352846304
Bank Name: J.P. Morgan Chase Bank N.A.
Bank Branch: New York
ACH routing: 021000021
Wire routing: 021000021
SWIFT: CHASUS33

Please note that check payments are no longer accepted.

5.4.1 Invoicing Schedule

This proposal is based upon the following invoicing schedule:

Invoicing Milestone	Invoice Amount
The Seller Acknowledgement of PO and Kickoff Meeting.	20%
Submittal of Eng. Designs	15%
Equipment Delivery (Per Contract Delivery Terms)	45%
Field Services - Mobilization	10%
Field Services - De-Mobilization	10%
Total	100%

5.4.2 Termination Schedule

For Contracts not utilizing the Seller's standard Termination and Suspension article's, the following termination for convenience table shall apply:

Weeks from Order Date	% of Contract Price
<2	20%
<6	60%
<8	85%
>8	100%

5.5 Terms and Conditions

This quotation is an offer to sell between the Buyer and Seller, and subject to the terms and conditions referenced or provided herein. To the extent there are conflicts or inconsistencies between this set of Terms and Conditions and the preceding information provided in this document, the preceding information shall prevail.

- a) Baker Hughes Company Terms & Conditions for Sale/Licensing of Products, Parts, and/or Services - Digital Solutions.
- b) Baker Hughes Company Software License and Security Addendum to Terms & Conditions for Sale/Licensing of products, parts, and/or services - Digital Solutions.

5.5.1 Precedence

Seller will generally consider the following precedence for any quotation, Contract or set of Terms and Conditions documents in resolving any conflict, error, or discrepancy:

- a) Fully executed change orders or contract amendments
- b) Seller's terms and conditions
- c) Seller's quotation document

- d) Buyer specification/bid document
- e) Buyer's purchase order

5.6 Purchase Order Details


Upon Buyer's decision to submit a purchase order to the Seller, please address the purchase order to:

Nexus Controls LLC
1800 Nelson Road
Longmont, CO 80501-6324 United States
Attn: Todd McCormick – Sales Manager

- a) Purchase order should conform to and reference this document.
- b) Deviations between the Buyer's purchase order and that proposed in this document, including:
 - i) scope of work,
 - ii) price, or
 - iii) schedule(s), or
 - iv) terms and conditions may cause delays or non-acceptance of purchase order.
- c) Please provide a physical address for invoice delivery.

5.7 Service Rates

Additional work above/beyond that quoted in this document will be billed at the Seller's then current Services Rate Schedule (Tier 5 Services for Controls). Below is the 2020 Services Rates for the Seller. 2021 rates have not been published yet.



Digital Solutions

Service Reactive Rates

Applicable for work performed in:

United States of America

Rates Effective January 2020 to December 2020
THIS RATE SCHEDULE PERTAINS ONLY TO THE SERVICES OFFERED IN THE FOLLOWING CONTRACT AND/OR QUOTATION, AND IS SUBJECT TO THE TERMS AND CONDITIONS THEREIN

Bently Nevada LLC
1631 Bently Parkway
Minden, NV 89423

GE Energy Control Solutions, LLC
1800 Nelson Street
Longmont, Colorado 80501

GE Inspection Technologies LP
201 Beltway Green
Pasadena, TX 77503

GE InfrastructureSensing LLC
1100 Technology Park Dr.
Billerica, MA 01821

Reuter Stokes
8499 Darrow Road
Twinsburg, OH 44087

GE Inspection Technologies LP
721 Visions Drive
Skaneateles, NY 13152

		Contract Number	Quotation Number
		Published Rates	
HOURLY RATES	Tier 5		USD 380.00
	Tier 4		USD 303.00
	Tier 3		USD 285.00
	Tier 2		USD 225.00
	Tier 1		USD 180.00
MULTIPLIERS	Normal Normal work week (Monday through Friday) (non-holidays) for first 8 hours		1.0 x Base Rate
	Overtime 1 Saturdays; over 8 hours, but less than 12 hours; between 18:00 and 22:00 hrs		1.5 x Base Rate
	Overtime 2 Sundays; Public Holidays; between 22:00 and 06:00 hrs		2.0 x Base Rate
	Peak Season Peak multiplier applies to billable hours at the applicable rate during the months of: March, April, May, September, October and November		1.2 x Billable Rate
PREMIUM	Emergency Response When response is required within 48 hours and a support agreement is not in force		USD 1,300.00 per event
	Special Working Conditions: Work on offshore platforms / vessels or work above the Arctic Circle		USD 1,300.00 per day per employee
EXPENSES	Travel Expenses (T&E)	40 Miles or Less	USD 200.00 per day per employee
	For any portion of day worked, by representative responsible for providing services, includes hotel, meals, car rental or mileage.	More than 40 miles	USD 450.00 per day per employee
	Commercial Transportation: Air travel & train		cost + 20% admin expense
	Freight: includes Shipping, and Excess Baggage		cost + 30% admin expense
FEES	Labor for After Hours Parts Shipment Monday - Friday, 7:30pm - 7:00am Central Time, or all day on weekend/holidays		USD 1,000.00 per event
	Minimum Charge		Eight (8) hours labor and T&L

Terms and Conditions:

- This quotation is an offer to sell and is based exclusively upon the items below and the Form Baker Hughes GENERAL TERMS & CONDITIONS FOR SALE OF PRODUCTS, PARTS AND/OR SERVICES - Digital Solutions. Any order for services placed with Bently Nevada, Nexus Controls, Measurement & Sensing or Waygate Technologies shall be considered an acceptance of this offer. Any additional terms or conditions in such order will not be accepted. If you desire different terms, these terms must be negotiated prior to ordering services.
- Hourly rates are subject to Rate Multipliers, Expense and Special Premiums:
- Workweek shall consist of five (5) eight (8) hour days, forty (40) hours per week, typically from 8:00 to 17:00 hrs, but may fall between 6:00 and 18:00 hrs depending on the customer's normal workweek.
- Weekends or holidays not worked but carried over, shall carry four (4) hours labor per day (no rate multiplier), plus expenses.
- Overtime for any 24 hours day or part thereof will be charged at 8 hours + applicable rate multiplier.
- Travel time will be charged at the applicable hourly rate from the Field Service Representative's point of origin to the job site and return.
- Nexus Controls Field Services rates for MKVI, MKVIE and EX2100 are only applicable when purchased in conjunction with an equipment purchase as part of a control system retrofit and for the duration of the warranty period.
- Purchased Labor and Material (PL&M) will be billed at cost plus 25%, including contract labor.
- For M&G Customers, the \$200 T&L Per Diem rate will be used for customers within 70 miles of the Pasadena, TX Service Center
- For IGR customers within 50 miles of Waygate Technologies Service Center (Zone 1), applicable hourly rates, 5-hour minimum plus travel. For IGR customers over 50 miles of WT Service Center (Zone 2) applicable hourly rates, 8-hour minimum plus travel & Per Diem
- Administrative fees for special complicated time intense invoicing preparation. Invoicing requiring special text, special documentation, authorization codes, and/or portal uploads are subject to an administrative fee per invoice
- Data subject to change without notice

3000 Rev_1 3000 Digital Solutions, a Baker Hughes Company - BakerHughesUS.com

6 Appendices

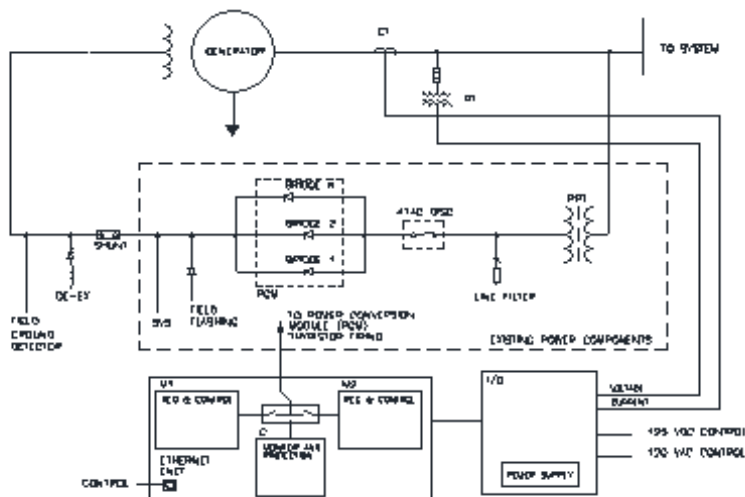
6.1 Technical Description

The EX2100e is an evolutionary product based on the proven control architecture of the GE Mark control products and EX2100 generator control and protection algorithms. This next generation of EX generator control aligns with the hardware platform of the GE Mark VIe turbine control, resulting in the following added value for the End-user:

- Increased turbine island control system integration for more seamless plant operation and protection.
- Improved software feature sets and integrations through the movement of the EX platform into the GE ControlST operating environment, with access to improved tools for excitation system set-up, maintenance and troubleshooting.
- Reduced training burden due to single hardware and software platform across unit and generator control systems.
- Engineered life-cycle management options for owners of EX2000 and EX2100 products through structured migration products to reduce cost and cycle of product modernization.
- Hardware platform simplification through discrete component, card and interconnecting cable reduction.
- Software tools and documentation packages to support evolving grid stability testing and reporting requirements.
- Improved hardware and software cyber security capabilities.

6.1.1 Digital Front End (DFE) Retrofits

A key feature of the EX2100e is a flexible, highly modular design that can be applied to a wide range of excitation control applications. It is this feature that also allows the EX2100e controls to be applied to a variety of GE and non-GE power converters (PCMs). There are many static SCR-based excitation systems in operation today that have been operating for many years. A significant percentage of these systems contain power converters that have not reached the end of their useful service life but are controlled by outdated analog or digital control hardware that lacks the features of modern excitation control systems, or for which engineering support and replacement parts availability is limited. Such systems are ideal candidates for replacement of the controls by a new EX2100e Front End control interfaced to the existing power converter.



(Example: Single line diagram of EX2000 Multi-Bridge with EX2100e controls)

6.1.2 Supported Standards

The EX2100e family of products is designed to operate within the constraints and conditions specified by the following, where specifically applicable to this equipment and/or the location/region of installation:

ANSI/IEEE Standards:

- 421.1 Standard Definitions for Excitation Systems for Synchronous Machines.
- 421.2 Guide for Identification, Testing, and Evaluation of the Dynamic Performance of Excitation Control Systems.
- 421.3 High-Potential Test Requirements for Excitation Systems for Synchronous Machines.
- 421.5 Recommended Practice for Excitation Systems for Power Stability Studies.
- C57.12.01 General Requirements for Dry-Type Distribution and Power Transformers including those with Solid Cast and/or Resin-Encapsulated Windings.
- C57.110 Recommended Practice for Establishing Transformer Capability when Supplying Non-Sinusoidal Load Currents.
- C57.116 IEEE Guide for Transformers Directly Connected to Generators.
- C37.90.1 Surge Withstand Capability (SWC) tests for Protective Relays and Relay Systems.
- C57.18.10 Practices and Requirements for Semiconductor Power Rectifier Transformers.

Other Standards:

- UL 508C Safety Standard Industrial Control Equipment.
- CSA 22.2 No. 14 Industrial Control Equipment.
- IEC EN 55011 Industrial equipment emissions.
- IEC EN 50178 Electronic equipment for use in power installations.
- IEC EN 60439-1 Low-voltage switchgear and control gear assemblies Part 1: Specification for type-tested and partially type-tested assemblies
- IEC EN 61000-4 Industrial equipment immunity.
- MIL-W-16878/15 and /16 for 300V and 600V wire, respectively
- NFPA NEC (National Electric Code).

Applicable parts of:

- IEC EN 60204-1 Safety of Machinery - Electrical equipment of machines Part 1: General Requirements

6.1.3 Environmental Limits

GE EX2100e Digital Exciters are operable within the following environmental limits:

Temperature and Humidity:

- Minimum ambient temperature: 0°C
- Nominal ambient temperature (no derate): 40°C
- Maximum ambient temperature (with derate): 50°C
- Nominal ambient temperature (for this specific application): 40°C
- Maximum rate of temperature change: 0.1°C per min
- Maximum relative humidity: 95% (non-condensing)
- Maximum rate of relative humidity change: 1% per min

Gases:

Maximum concentration of corrosive gases at 50% relative humidity and 40°C (per EN50178: 1994 Section A.6.1.4 Table A.2 (m))

- Sulfur dioxide (SO₂), 30 ppb
- Hydrogen sulfide (H₂S), 10 ppb

- Nitrous fumes (NO_x), 30 ppb
- Chlorine (Cl₂), 10 ppb
- Hydrogen fluoride (HF), 10 ppb
- Ammonia (NH₃), 500 ppb
- Ozone (O₃), 5 ppb

Particulates:

Particle sizes from 10 - 100 microns for the following materials

- Aluminum oxide Ink
- Sand/dirt
- Cement
- Steel mill oxides
- Lint
- Coal/carbon dust
- Paper
- Soot

Seismic:

UBC (1997) and IBC (2012)

EX2100e 35A: UBC Zone 4; IBC 2.7g Ss (offered as upgrade option)
EX2100e 120A: UBC Zone 4; IBC 2.1g Ss (offered as upgrade option)
EX2100e 42mm: UBC Zone 4; IBC 1.8g Ss
EX2100e 77/53mm: UBC Zone 4; IBC 2.4g Ss
EX2100e 100mm: UBC Zone 4; IBC 1.8g Ss
EX2100e DFE: UBC Zone 4; IBC 2.4g Ss (offered as upgrade option)

LS2100e 8.5/11MVA: UBC Zone 4; IBC 1.8g Ss
LS2100e 14/22MVA: UBC Zone 4; IBC 2.45g Ss
LS2100e DFE: UBC Zone 4; IBC 2.8g Ss

Other:

Seller will meet the ATEX and other hazardous environment requirements defined in the scope of supply of this proposal. Additional requirements or Seller's site survey results may necessitate the design and installation of additional scope of supply and a corresponding adjustment to the pricing and delivery as presented.

This proposal assumes no hazardous environment exists for the proposed scope of supply. If ATEX or other hazardous environment requirements exist (including ancillary equipment such as junction boxes, conduit and glands), Seller may meet these requirements upon Buyer's detailed definition and request for an updated proposal.

Elevation:

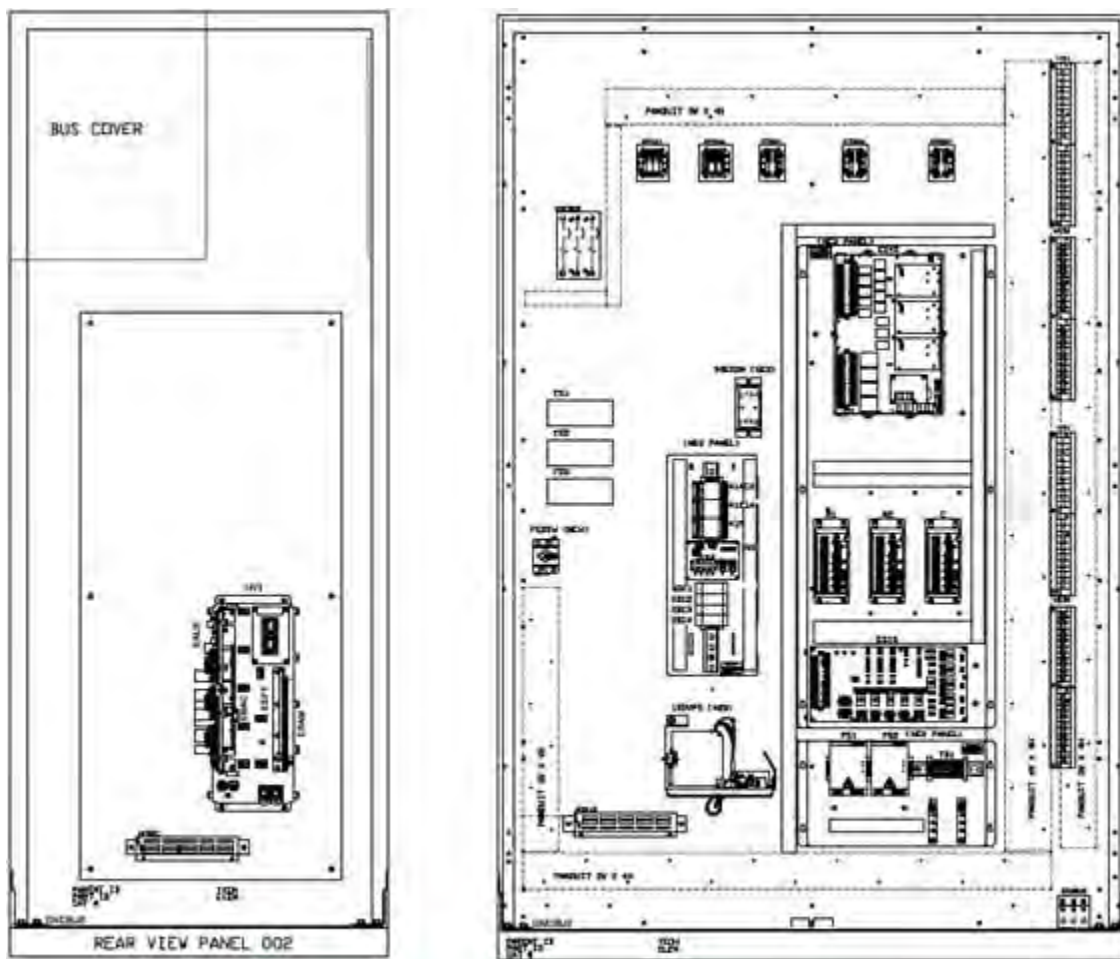
- Normal operation: <= 1000 meters (101.3 – 89.8 KPa)
- Extended operation: 1001 – 3000 meters (89.8 – 69.7 KPa)
- For this specific application 1000 meters
- Shipping: 15000 feet maximum (57.2 KPa)

6.1.4 EX2100e Exciter Hardware

6.1.4.1 Enclosure

The existing excitation cabinetry can accommodate the upgrade within the system footprint. The new EX2100e DFE is engineered and packaged to fit within the spaces created by the removal of the exciter control components.

For an EX2000 L-Frame unit, the existing EX2000 cabinetry can accommodate the upgrade within the system footprint. The new EX2100e DFE is engineered and packaged to fit within the spaces created by the removal of existing EX2000 control components. The standard cabinet color is RAL 7035 (Light Grey) on exterior surfaces. Each free-standing cabinet is provided with strip heaters to prevent condensation. A light and receptacle will be provided in the control section enclosure.



L-Frame Panel Insert Example

6.1.4.2 EX2000 Technical Information Letters (TIL's)

A TIL (Technical Information Letter) is a notification of potential performance, safety or discretionary modifications to GE equipment. As part of our continuing service, GE has generated a series of TIL's which may be applicable to your EX2000. Please contact your Project Manager/Engineer to determine the latest applicable TIL's that apply to this unit. Nexus Controls can provide a quote for implementation during installation of the DFE if desired.

TB01609 Contactor Spring Strength
 TB01618 Replacement Blower Motor Transformers
 TB-01607 Snubber Cap Problem
 TB-01605 Jumper Settings on Crowbar Module
 TB03015 Vendor Manufacturing Problem of Potted Air Core Reactors
 1343-2 Blower Motor to Door Latch/ Transformer Interference
 1359-2 Enhancements for Blower, Blower Motor and Prevention of Damage due to Foreign Objects
 1364-2R1 Line Filter Module 173C8434FEG01 Snubber Resistors Creepage and Clearance

6.1.4.3 Control Module

The EX2100e redundant control architecture is based on three independent Unit Controller (Standalone) processors. The Unit Controller operates as a standalone module with no card rack or backplane. The Unit Controller interfaces to all I/O via five normalized serial interfaces including combinations of the following:

- Ethernet interface to the Unit Data Highway, ToolboxST, and Operator interfaces
- High Speed Serial Link (HSSL), a custom GE interface to product specific I/O

The EX2100e controls will be supplied in a redundant configuration, the Master 1 (M1) and Master 2 (M2) control sections each provide auto and manual regulator with autotracking of manual to auto, or auto to manual regulator. Bi-directional bumpless transfer and autotracking between active and backup controls is standard. The third control section (C) shares in the two of three voting of I/O and protection functions. The C control also serves to determine the health of M1 and M2 in allowing either operator selected or forced automatic transfer between M1 and M2. Redundant EX2100e controls utilizing this control architecture more than triple mean time between forced outages versus simplex controls.



(Typical redundant control module)

6.1.4.4 Power Bridge

Existing three-phase full wave rectified SCR bridges will be reused. New power bridges are not provided.

6.1.4.5 Totalizing Shunt

The EX2100e for multi-bridge units utilizes a totalizing shunt to measure total current output of the exciter. This shunt assembly is installed in case CA7 and replaces the existing bus bar assembly located in the same space.

6.1.4.6 Bridge Cooling Fans

Not applicable to this project.

6.1.4.7 Power Supply Module

Independent power supply modules are used to provide 28 VDC power to the Unit Controller modules. These power supplies convert 125 VDC power delivered from the power distribution module (EDIS). In redundant control configurations, each of the control sections M1, M2, and C have an independent power supply module. These power supplies are located behind the EDIS module in the control panel.

6.1.4.8 Power Distribution Module

Control power is acquired from an external 125 VDC or 250 VDC source and one or two external 115 VAC or 230 VAC sources.

6.1.4.9 PT and CT Isolation Switches

These knife switches are used to isolate the PT and CT feedback signals from the voltage regulator. A second PT switch is provided to allow for redundant generator terminal voltage feedback to the AVR. A second CT switch is provided to allow for 2-phase sensing of generator current feedback.

6.1.4.10 Field Ground Detection

The generator field ground detector detects leakage resistance to ground from any point in the field circuit starting at the AC secondary windings of the input transformer through the excitation system and through the generator field. The active detection system applies a low voltage with respect to ground and monitors current flow through a high impedance ground resistor. When PRV resistors are present, grounds anywhere in the system can be detected even while the EX2100e is not running (gating SCRs). Without PRV resistors the grounds on the AC side of the power bridge can only be detected when the system is running.

This patented field ground detector has three main features:

- Constant sensitivity to grounds independent of operating voltages on the generator field.
- Constant sensitivity to grounds without regard to ground location in the generator field.
- Location detection of the field ground.

6.1.4.11 Field Flashing

Field flashing is not included. The incoming power source is busfed.

6.1.4.12 I/O Configuration

The EX2100e contains 7 programmable inputs and 4 general purpose programmable output relays. When required, these I/O points are used by the Buyer to control and monitor the EX2100e. Inputs are used for Start, Stop, Raise, Lower, Auto, Manual commands. Outputs are used to give status indication to the plant.

Inputs are rated for:

55VDC (wetting voltage from the EX2100e)

Outputs are rated for:

125 VDC nominal (24 VDC min)

Resistive Load - 2A @ 28 VDC

Resistive Load - 0.5A @ 120 VDC

6.1.5 Software Features

6.1.5.1 Control Functions

The following control functions are included:

- **Automatic Voltage Regulator (AVR)** - Regulates generator terminal voltage to within 0.10%. Adjustable control range limits are typically 90% - 110% of rated generator voltage.
- **Manual Voltage Regulator (FVR)** - Regulates generator field voltage within a typical control range of 20% - 120% of generator rated field voltage. For brushless excitation systems, a typical control range of 20% - 120% of exciter rated field current is used.
- **Automatic and Manual Regulator Reference Adjustment** -The settings of the upper and lower limits and raise and lower ramp times are adjustable.
- **Automatic and Manual Reference Followers**—Adjusts the non-active regulator output to automatically track the active regulator.
- **VAR/PF Controller** - This function is accomplished by slow ramping of the AVR reference set point. The VAR/PF control is selected by operator command and the VAR/PF set point is established using the “RAISE” and “LOWER” pushbuttons before enabling the VAR/PF command.
- **Reactive Current Compensation (RCC/LINE DROP)** - Reactive Current Compensation (RCC) (or “paralleling”) mode, permits sharing reactive current between paralleled machines. Line Drop Compensation allows for better regulation at some point remote from the generator terminals.
- **Generator Field Temperature Calculation** - Calculates the generator field resistance by dividing the generator field voltage by the generator field current. An adjustable high temperature alarm output contact is also included.
- **Operator Control Simulator** - A powerful, detailed generator model is included within the EX2100e controls. It is configured to closely match the operation of the actual turbine/generator set. It can be used for operator training, and it provides for the checkout of regulators, limiters, and protection functions while the unit is shut down.
- **Power System Stabilizer (PSS)** - Provides an additional input to the AVR that improve power system dynamic stability performance. Uses a combination of synchronous machine electrical power and the integral of accelerating power (derived from a signal proportional to rotor speed) to provide the desired improvement in dynamic stability while enhancing transient stability.

6.1.5.2 Limiter Functions

The following limiter functions are included:

- **Volts per Hertz Limiter (V/Hz Lim)** - Acts to reduce an unacceptable volts/hertz ratio to the maximum continuous rating of the generator. The V/Hz Limiter set point is programmable.

- **Generator Field Current On-line Over Excitation Limiter** - Allows the exciter to fully respond to generator fault conditions for approximately one (1) second. Exceeding this delay results in activation of the first limit, a high current limiting set-point, typically 1.25 pu AFFL for 30 seconds. Generator field thermal capability is the basis for this limit. Once this limit has been implemented for 30 seconds activation of a second limit is initiated. This limit is typically programmed to be 1.0 pu AFFL.
- **Generator Field Current Off-line Over Excitation Limiter** - Limit maintains excitation of the machine within a range that prevents the operator from exceeding the Volts/Hz limit of the generator when in manual mode.
- **Under Excitation Limiter** - Prevents the AC regulator from reducing excitation to a level that could result in a loss of synchronism.
- **Manual Restrictive Limiter** - Limits the under-excited operation of the machine when the EX2100e is in manual mode.

6.1.5.3 Detection Functions

The following detection functions are included:

- **Potential Transformer Fuse Failure Detection (PTFD)** - Detects loss of PT feedback voltage to the voltage regulator.
- **Field Flashing Failure Detection** - Monitors for possible failure modes, such as incorrect field flashing current level, 53 A/B operation states, or failure to build generator voltage.

6.1.5.4 Protection Functions

The following protection functions are included:

- V/Hz Protection.
- Generator Over Voltage Protection.
- Loss of Excitation Protection.
- Generator Field Current Over Excitation Protection.
- Instantaneous Bridge Over Current Protection.

6.1.5.5 Model and Settings Report (MSR)

The EX2100e excitation system is represented by the IEEE 421.5-2016 ST4C model.

Nexus Controls will provide a consolidated summary of the key excitation system settings, parameters and capabilities in an included Model and Settings Report (MSR). The MSR is standardized to describe a wide range of excitation applications and models. This document is structured to simplify data accumulation and to aid the End-user's development of regulatory submissions, reporting and serve as a baseline for establishing periodic validation, as may be required by the governing Independent System Operator or grid authority.

The report in its final state includes:

- ST4C Model
- Voltage Transducer Model
- Over Excitation Limiter Model
- Under Excitation Limiter Model
- V/Hz Limiter Model
- Loss of Excitation Protection Settings
- Field Overcurrent Protection Settings (online and offline, timed and instantaneous)
- Over Voltage Protection Settings
- V/Hz Protection Settings
- Field Ground Alarm and Protection Settings
- ST4C Model Validation (optional)

A timely completion of the MSR process allows for economic savings by permitting the validation concurrent with the commissioning of the excitation system. The development of the MSR process begins with completion of the Generator Data Form. Site data is an End-user responsibility.

The MSR process proceeds as follows:

- a) Nexus Controls receives the Generator Data Form from the End-user (typically at the kickoff meeting).
- b) Submittal of this form early in the project, fully completed, provides the best cycle time of the process. In the case of a DFE or retrofit, “As Running” software of the existing exciter (or “as running” reports) should also be provided to provide the benefit of understanding “as running” characteristics.
- c) Nexus Controls issues MSR preliminary version to establish recommended settings. (Typically, 4-6 weeks after receipt of the fully completed Generator Data Form).
- d) This submittal is useful for the End-user to review the proposed settings, and to make comparisons of the protection relay settings that should coordinate with the exciter protection and limiter settings.
- e) The End-user applies marks to the report relative to coordination with the relay protection settings or other desired changes and return it to Nexus Controls (Typically, 2 weeks).
- f) Nexus Controls develops a final parameter list suitable for factory test, incorporating the desired changes marked on the preliminary MSR (Typically, 2-4 weeks before the scheduled FAT).
- g) If purchased, Nexus Controls will submit a final “as installed” version of the MSR (Typically 2-4 weeks after commissioning). Otherwise the preliminary MSR will be the final version.

Note: The MSR was developed to reduce End User overhead associated with regulatory compliance, but it is not intended to serve as a regulatory submission. Any additional compliance or model related studies and testing is excluded, unless offered elsewhere in this document.

6.1.6 Programming and Maintenance Tools

6.1.6.1 Programming Tools

The EX2100e is commissioned and maintained using the GE Control System ToolboxST. ToolboxST is a Windows ® -based application. This utility software has diagnostic, trending and logic forcing capabilities. The ToolboxST also contains editors for application software, I/O assignments and tuning constants. Other features include math blocks and dynamic data analysis. The dynamic data analysis includes being able to perform frequency response analysis of the AVR, FVR, OEL and UEL functions without having to connect any additional test equipment to the EX2100e.

For detailed information concerning this software tool see GE Publication GEH-6707 ToolboxST User Guide for EX2100e Excitation Control.

6.1.6.2 Capture Buffers

The EX2100e contains up to 4 programmable capture buffers. Each capture buffer can store up to 8 channels of data. Capture buffer sample rate and sample time are programmable. The four capture buffers are typically programmed to monitor START, STOP, FAULT and TESTING conditions. The capture buffers are programmed to re-trigger on subsequent events but can be programmed to trigger only one time until manually reset.

6.1.6.3 Trend Recorder

The GE Control System ToolboxST contains a trending function that allows up to 16 variables to be trended in real time. The update sample rate is approximately 50 msec.

6.1.6.4 Active Graphic Displays

The GE Control System ToolboxST contains advanced active graphic displays that define EX2100e operation.

6.1.6.5 Automated Testing Functions

The EX2100e contains advanced automated testing functions that are enabled using the GE Control System ToolboxST. Both step response testing and frequency response testing are available.

6.1.6.6 Generator/Exciter Feedback Oscillography

The EX2100e contains an advanced oscillography function that records an oscillograph of several generator and exciter feedback signals. These signals include PT voltages, CT currents, PPT secondary voltages, generator field current and generator field voltage, as well as other application dependent choices.

6.1.7 Control Interfaces

6.1.7.1 Operator Interface (GraphEX-OI)

GraphEX-OI operator interface panel can be used with either generator exciters or voltage regulators. The GraphEX-OI comes with a new graphical user interface that is easier to read, more intuitive, and optimized for touchscreen use. The 15.6 in. widescreen format allows for 45% more information to be displayed on the screen compare to previous models. Functions included with the GraphEX-OI include system monitoring, full control functions, alarm management, and generator capability curve display (where applicable). Special handling and maintenance requiring addition price may be required if any changes to the existing exciter configuration is done or if modifications to the standard displays are requested.



A Human-Machine Interface (HMI) Computer will be provided. GE's Cimplicity® HMI Operator Station is the most versatile operator interface for data acquisition and equipment control. In one powerful, flexible, and user-friendly operator interface, it brings together all the displays and functions needed for real-time control, monitoring, and diagnostics of the EX2100e. The GE HMI is a real-time client-server-based system. It can be used to interface with EX2100e for any generator application. Many powerful diagnostic, monitoring, and testing tools are included with GE Control System ToolboxST software, which is loaded as standard on the HMI. The HMI operates under Microsoft's Windows® operating system.

Alarm Management:

The HMI's Alarm Management helps the operator respond appropriately to alarms. It includes the following:

- Main alarm display with all exciter alarms
- Alarm lockout for toggling alarm conditions. Locked alarms continue to be represented on the unit or plant alarm displays, so that an active alarm is displayed as either active or locked

Sequence of Events (SOE) and Event Logging:

SOE's (contact inputs) and Event Logging (database signals) are standard with the HMI and are available for viewing via the "Alarm and Event History" log. The SOE data is time tagged to 1 ms providing a powerful troubleshooting tool.



(Human-Machine Interface)

6.1.7.2 Unit Data Highway (UDH)

The Unit Data Highway (UDH) connects the EX2100e with the GE turbine control system, Human-Machine Interface (HMI) or HMI Viewer/Data Server. The UDH utilizes the Ethernet Global Data (EGD) protocol.

The UDH provides a digital window into the EX2100e where variables can be monitored and controlled. It also supports the GE Control System ToolboxST configuration and maintenance tool for the EX2100e.

6.2 Product Descriptions and/or Sales Brochures

- GEA-S1244 - EX2100e Excitation Control Sales Brochure for Steam Turbine Generators
- GEH-6787 - EX2100e Digital Front-end Thyristor Control

6.3 Terms and Conditions



DS Gen

Terms_Conditions wit

We would like to thank you for the opportunity to participate in your offer for Tender and we consider this opportunity of strategic importance to Baker Hughes. We look forward to partnering with you on this project and demonstrating our expanded portfolio and increased value proposition.

At Baker Hughes we are committed to “doing the right thing” which means Health Safety and Environment (HSE), Quality and Compliance are the foundation for all our actions and all our processes. We ensure that everything we do is safe, honest, and takes care of our people, our customers, the communities we operate in, and the environment. This means that HSE and Quality are built into everything we do, from how we design our products, to the way we plan and execute for our customers. We are proud of our track record and our first priority is always to HSE, Quality and Compliance.

Baker Hughes aims to provide our customers the best commercial and technical proposal possible. We asked our teams to access the entire Baker Hughes organization and leverage our unique position in the supply chain to provide a solution that will provide improved operational efficiency and results.

Attached please find Form W-9 *Request for Taxpayer Identification Number & Certification* for Nexus Controls LLC.

For US income tax purposes, Nexus Controls LLC (Nexus) is a disregarded entity of Baker Hughes Holdings LLC (BHHLLC). This simply means that Nexus does not file a separate US income tax return; its operations get combined with BHHLLC's tax return. **However, Nexus Controls LLC is still a separate, active, legal, operating entity with its own employer identification number.**

On the W-9, **per IRS regulations**, we must show Baker Hughes Holdings LLC as the taxpayer on line 1 and Nexus Controls LLC on line 2 as a disregarded entity. Therefore, the address and Employer Identification Number are representative of BHHLLC.

For business and contractual purposes, please continue to conduct transactions with the operational entity:

Business Name:	Nexus Controls LLC
Business Address:	1800 Nelson Road Longmont, CO 80501-6324
EIN:	27-1141938

If you need more information, please contact: kellie.grayson@bakerhughes.com



Nexus Controls, LLC

1800 Nelson Road
Longmont, CO 80501

303 678-2605:

Tax ID: 27-1141938

April 21st, 2020

Change in Bank Account Details

Dear Valued Customer,

Nexus Controls, a Baker Hughes business under the Legal Entity of “Nexus Controls, LLC” (previous under the Legal Entity of GE Energy Control Solutions, LLC) is changing its collections to a different bank. With this, we kindly request you to update the details you have for us as per the below information. Please ensure your system reflects this change; payments are no longer being accepted at our previous bank.

The bank details are noted as follows. All other information remains the same.

ACH/EFT:

Bank Name: JP Morgan Chase Bank, N.A.
Bank Address: 1 Chase Manhattan Plaza, New York, United States,10005
Account Number: 352846304
Routing Number: 021000021
SWIFT Code: CHASUS33

Wire Transfers:

Bank Name: JP Morgan Chase Bank, N.A.
Bank Address: 1 Chase Manhattan Plaza, New York, United States,10005
Account Number: 352846304
Routing Number: 021000021
SWIFT Code: CHASUS33

Appreciate your assistance in this matter.

Best wishes,

Robin Smith

Robin Smith
Global Commercial Director

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
 See Specific Instructions on page 3.

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

2 Business name/disregarded entity name, if different from above
Nexus Controls LLC (27-1141938)

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

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

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

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

Other (see instructions) ▶

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

5 Address (number, street, and apt. or suite no.) See instructions.
1800 Nelson Road

6 City, state, and ZIP code
Longmont, CO 80501-6324

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number										
or										
Employer identification number										
7	6		-	0	2	0	7	9	9	5

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶ 4/20/2020
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General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "GE ENERGY CONTROL SOLUTIONS, LLC", CHANGING ITS NAME FROM "GE ENERGY CONTROL SOLUTIONS, LLC" TO "NEXUS CONTROLS LLC", FILED IN THIS OFFICE ON THE FIFTEENTH DAY OF APRIL, A.D. 2020, AT 1:05 O`CLOCK P.M.




Jeffrey W. Bullock, Secretary of State

4743163 8100
SR# 20202841848

Authentication: 202771314
Date: 04-15-20

You may verify this certificate online at corp.delaware.gov/authver.shtml

GE ENERGY CONTROL SOLUTIONS, LLC

CERTIFICATE OF AMENDMENT
TO THE
CERTIFICATE OF FORMATION

This Certificate of Amendment of GE Energy Control Solutions, LLC (the "Company") is being duly executed and filed by Baker Hughes Holdings LLC, its sole Member, pursuant to the provisions of Section 6 *Del. C.* § 18-202 of the Delaware Limited Liability Company Act.

1. The name of the limited liability company is GE Energy Control Solutions, LLC.
2. The Certificate of Formation of the Company is hereby amended by striking out ARTICLE FIRST thereof and by substituting in lieu of said paragraph the following new paragraph:

FIRST: The name of the limited liability company (the "Company") is

Nexus Controls LLC

3. The effective time of this Certificate of Amendment shall be upon the filing of this Certificate of Amendment with the Secretary of State of the State of Delaware.

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Amendment as of April 15, 2020.



Lee Whitley, Corporate Secretary
Baker Hughes Holdings LLC

***Certification of Standard, Proprietary or
Original Equipment Manufacturer Item***
For Purchase Requisition No. _____

**3-207 Procurement of Standard, Proprietary and Original Equipment
Manufacturer Items.**

A contract may be awarded for supplies or services with limited competition when, under operational procedures, the chief purchasing officer or designee determines in writing that the supplies or services:

- (a) have been selected as a JEA standard in the course of a standards program or through the action of a standards committee (standard); or
- (b) must be a certain type, brand, make or manufacture (proprietary); or
- (c) must be obtained from the original equipment manufacturer or a distributor authorized by the original equipment manufacturer because of the criticality of the item or compatibility within the JEA system (original equipment manufacturer).

Category


The procurement item is (check the appropriate description):

_____ Standard _____ Proprietary x Original Equipment Manufacturer

Certification

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

We are upgrading components of our GE EX2000 generator excitation system on Northside unit #3 to the latest version utilizing OEM parts and services. See Additional information below



Signature of appointed employee initiating the purchase request



Date

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

The existing EX2000 system that was originally designed and installed at NGS in 2000, is nearing the end of its commercial life and is becoming difficult to get replacement parts. This project scope involves removing the existing EX2000 controls and replacing with upgraded Digital Front End (DFE) EX2100 that is more reliable and user friendly. The new system will be installed in the existing EX2K cabinets and will allow the use of existing bridge and other hardware without a need for a full replacement, this requires the use of OEM products



Formal Bid and Award System

Award #7 January 29, 2021

Type of Award Request: MISCELLANEOUS
Requestor Name: Connolly, Eileen M. - Real Estate Coordinator
Requestor Phone: 904-665-4325
Project Title: Deerwood to Greenland W-SIPS-Easement Acquisition
Project Number: 8005834
Project Location: JEA
Funds: Capital
Budget Estimate: N/A

Scope of Work:

JEA intends to purchase an easement in support of the Deerwood to Greenland water main Project.

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

RECOMMENDED AWARDEE(S):

Name	Contact Name	Address	Amount
POINT MEADOWS PROPERTIES, LLP	Todd Gilbertson	320 Steamboat Blvd Steamboat Springs, CO 80487	\$86,800.00

Amount for entire term of Contract/PO: \$86,800.00
Award Amount for remainder of this FY: \$86,800.00
Length of Contract/PO Term: Project Completion
Begin Date (mm/dd/yyyy): 02/01/2021
End Date (mm/dd/yyyy): Project Completion
JSEB Requirement: N/A

Background/Recommendations:

The JEA Procurement Code Exemptions in Section 2-201 includes purchases of Real Estate. The Real Estate Services Procurement Directive requires Awards Committee approval for Real Estate purchases of \$50,000.00 to \$500,000.00. The appraised value and negotiated purchase price of the proposed easement acquisition is \$86,800.00.

The Deerwood to Greenland Project (also called "SIPS") focuses on constructing a 30 inch water main in order to connect the Deerwood WTP to the Greenland WTP. The project is several miles long and will occupy public rights of ways, existing JEA fee-owned properties, and new easements in order to construct and maintain this large diameter pipe. Real Estate Services has been working with Point Meadows Properties, LLP. to secure an easement in support of the water main project. Point Meadows Properties, LLP. has agreed to grant an all utility rights easement to JEA for the appraised value of \$86,800.00 along

the northerly 30' of the property as shown on the attached survey map. The Purchase Agreement, Survey and Appraisal have been attached as back up.


The Real Property Procurement Officer and OGC have reviewed and approved the purchase agreement. Real Estate Services requests approval of the acquisition as outlined in the respective purchase agreement in support of the subject project.

Request approval of purchase from Point Meadows Properties, LLP for the subject property – Easement Acquisition Purchase in the amount of \$86,800.00, subject to the availability of lawfully appropriated funds.

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

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

APPROVALS:

 01/29/2021

Chairman, Awards Committee **Date**

 1/29/2021

Budget Representative **Date**

Project: SIPS – Deerwood to Greenland
Project #: 8005834
RE Parcel #: 167745-1700

JEA
EASEMENT PURCHASE AGREEMENT

THIS EASEMENT PURCHASE AGREEMENT is made and entered as of the date on which the latter of the parties hereto executes this Agreement (the “Effective Date”) by and between **JEA**, a body politic and corporate (“Buyer”), and **POINT MEADOWS PROPERTIES, LLP**, a Florida limited liability partnership (“Seller”).

WITNESSETH:

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

1. Description.
Grant of Easement as set forth in Exhibit A. The real property described in the Grant of Easement shall be referred to hereinafter as the “Easement Property.”
2. Purchase Price.
The Buyer shall pay Seller the sum of \$86,800.00, hereinafter the “Purchase Price,” for the Grant of Easement at Closing.
3. Survey.
Buyer may obtain a survey of the Easement Property. If the survey shows any matters that are unacceptable to Buyer, Buyer shall notify Seller of same and, if Seller is unable or unwilling to cure such matters prior to Closing, Buyer may terminate this Agreement.
4. Title.
Buyer may obtain a title insurance commitment, committing to insure Buyer’s easement interest in the Easement Property in the total amount of the Purchase Price and a policy insuring Buyer’s easement interest in the Easement Property. If the commitment reflects any matters that are unacceptable to Buyer, Buyer shall notify Seller of same and, if Seller is unable or unwilling to cure such matters prior to Closing, Buyer may terminate this Agreement.
5. Environmental Reports.
Buyer may obtain Phase I and Phase II environmental site assessments with respect to the Easement Property. If Buyer determines the condition of the Easement Property is not acceptable, Buyer may terminate this Agreement.
6. Inspection.
Buyer and its agents shall at any time prior to Closing have the right and privilege to enter upon the Easement Property and inspect, examine, survey and otherwise perform or conduct such tests, assessments, inspections, studies, audits or other evaluations as Buyer deems necessary.

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

To BUYER: JEA, Real Estate
21 W. Church Street
Jacksonville, FL 32202
Attention: Eileen Connolly

To SELLER: Point Meadows Properties, LLP.
Attn: Todd Gilbertson
320 Steamboat Boulevard
Steamboat Springs, CO 80487

14. Awards Committee

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

15. Construction Conditions.

Buyer agrees to the following terms and conditions, which shall survive Closing:

- (i) To the extent practicable and in accordance with sound engineering practices, Buyer will install the utility facilities permitted herein on the northernmost portion of Easement Property to avoid or minimize the need for removal or disturbance of Seller's parking lot, curb, dumpster enclosure and/or monument sign. If removal or disturbance of any of the foregoing items is required, Buyer shall promptly replace or restore any such items with equal or better condition.
- (ii) Buyer will notify Seller's managing partner, Todd Gilbertson, 904-610-6008, two (2) weeks before Buyer's commencement of the initial physical work on the Easement Property. Seller and Buyer will cooperate during such period to identify existing underground infrastructure including irrigation improvements (including control valve, valve box, piping and irrigation heads), five (5) irrigation control wires, irrigation main supply header, and two (2) under parking access sleeves. Upon completion of any construction activities, Buyer will restore the above noted items to their functional condition existing prior to Buyer's activities.
- (iii) Upon completion of Buyer's installation of the utility facilities, Seller and Buyer will verify the functional operation of the items listed above before Buyer's final grading of the Easement Property and installation of sod and/or shrubs.

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

BUYER:

JEA, a body politic and corporate

By: _____
Jordan Pope
Director, Real Estate Services

Date: _____

SELLER:

POINT MEADOWS PROPERTIES, LLP, a Florida
limited liability partnership

By: _____
Todd Gilbertson, Managing General Partner

Date: _____

Prepared by and return to:
Brian Dawes
Edwards Cohen
200 W. Forsyth St., Suite 1300
Jacksonville, FL 32202

Project: SIPS – Deerwood to Greenland
Project #: 8005834
RE Parcel #: 167745-1700

NON-EXCLUSIVE GRANT OF EASEMENT

THIS NON-EXCLUSIVE GRANT OF EASEMENT, made this ____ day of _____, 2021, by and between **POINT MEADOWS PROPERTIES, LLP**, a Florida limited liability partnership whose address is 2380-2 3rd Street, Jacksonville Beach, FL 32250 (the “Grantor”), and **JEA**, a body politic and corporate, whose address is 21 West Church Street, Jacksonville, Florida, 32202 (the “Grantee”).

WITNESSETH: that Grantor, for and in consideration of the sum of Ten and 00/100 dollars (\$10.00) and other good and valuable consideration to them in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained, sold, and conveyed to the Grantee, its successors and assigns forever, an unobstructed right of way and easement with the right, privilege, and authority to said Grantee, its successors and assigns, to construct, operate, lay, maintain, improve, and/or repair, below the surface of the ground (provided that ancillary facilities such as manholes may be at-grade as customary), facilities and associated equipment for electrical, water reuse, water, sewer, fiber, communications, other public utilities, or quasi-utilities, either or all, on, along, through, across, or under the following described land situate in Duval County, Florida, to wit (the “Easement Property”):

See Exhibit A attached hereto and incorporated herein.

TOGETHER with the right of said Grantee, its successors and assigns, of ingress and egress to and over said Easement Property, and for doing anything necessary or useful or convenient, or removing at any time any and all of said improvements under or in said Easement Property, together also with the right and easements, privileges and appurtenances in and to said land which may be required for the enjoyment of the rights herein granted.

GRANTOR represents and warrants that it is the true owner of record of the Easement Property and that it has full power and authority to grant to Grantee the rights granted hereunder.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name the day and year first above written.

**Signed and Sealed in Our
Presence as Witnesses:**

GRANTOR:

**POINT MEADOWS PROPERTIES,
LLP**, a Florida limited liability partnership

Sign _____
Print _____

By: _____
Print: Todd Gilbertson
Title: Managing General Partner

Sign _____
Print _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 2021, by Todd Gilbertson, as Managing General Partner of POINT MEADOWS PROPERTIES, LLP, a Florida limited liability partnership on behalf of the partnership. He/She is (check one) ___ personally known to me or ___ has produced _____ as identification.

Print _____
Notary Public, State of _____
Commission No.: _____
My commission expires: _____

(seal)

EXHIBIT A

Legal Description of the Easement Property

POINT MEADOWS EASEMENT

A PART OF PARCEL 1, AS SHOWN ON THE PLAT OF POINT MEADOWS DRIVE, RECORDED IN PLAT BOOK 53, PAGE 59, LYING IN SECTION 20, TOWNSHIP 3 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID SECTION 20; THENCE NORTH 88 DEGREES 14 MINUTES 54 SECONDS EAST, ALONG THE NORTH LINE OF SAID SECTION 20, 387.10 FEET TO THE WESTERLY RIGHT OF WAY LINE OF POINT MEADOWS DRIVE, (A RIGHT OF WAY OF VARYING WIDTH), SAID POINT LYING ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1045.00 FEET; THENCE SOUTHWESTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 23.86 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 31 DEGREES 12 MINUTES 43 SECONDS WEST, 23.84 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 88 DEGREES 14 MINUTES 55 SECONDS WEST, ALONG A LINE PARALLEL WITH AND LYING 20.00 FEET SOUTHERLY OF, WHEN MEASURED AT RIGHT ANGLES TO SAID NORTH LINE OF SECTION 20, 45.94 FEET; THENCE SOUTH 44 DEGREES 22 MINUTES 15 SECONDS WEST, 14.43 FEET; THENCE SOUTH 88 DEGREES 14 MINUTES 54 SECONDS WEST, ALONG A LINE PARALLEL WITH AND LYING 30.00 FEET SOUTHERLY OF, WHEN MEASURED AT RIGHT ANGLES TO SAID NORTHERLY LINE OF SECTION 20, 318.38 FEET TO THE WEST LINE OF SAID SECTION 20; THENCE NORTH 00 DEGREES 35 MINUTES 50 SECONDS WEST, ALONG SAID EAST LINE, 30.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.25 ACRES (10850 SQUARE FEET) MORE OR LESS.

The Easement Property is depicted on Exhibit A-1 attached hereto.

EXHIBIT A-1

Sketch of Easement Property

[attach]

EXHIBIT A-1

MAP OF:

POINT MEADOWS EASEMENT

A PART OF PARCEL 1, AS SHOWN ON THE PLAT OF POINT MEADOWS DRIVE, RECORDED IN PLAT BOOK 53, PAGE 59, LYING IN SECTION 20, TOWNSHIP 3 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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POINT OF BEGINNING
NORTHWEST CORNER
SECTION 20

REAL ESTATE No. 167741 - 0700
LANDS OF BW GATE POINT MEADOWS LLC
O.R.B. 18573, PAGE 152

RADIUS 1045.00'
ARC 23.86'
CHORD 23.84'
S 31°12'43" W

N 88°14'54" E 387.10'
UTILITY EASEMENT
0.08± ACRES (3382 SQUARE FEET)
S 88°14'54" W 318.38'

PARCEL 1, POINT MEADOWS DRIVE, PLAT BOOK 53, PAGES 59, 59A-59J
REAL ESTATE No. 167745 - 1700

POINT MEADOWS DRIVE
(RIGHT-OF-WAY VARIES)

150' JEA EASEMENT,
O.R.V. 6860, PAGE 250

EXISTING 30' WIDE JEA
WATER AND SEWER EASEMENT
O.R.V. 6860, PAGE 250

- NOTES:
- 1) BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 28 EAST, WHICH IS S 00°36'47" E, ACCORDING TO PLAT OF POINT MEADOWS DRIVE, RECORDED IN PLAT BOOK 53, PAGE 59.
 - 2) THIS IS A MAP ONLY AND DOES NOT PURPORT TO BE A BOUNDARY SURVEY.
 - 3) O.R.V. BENOTES OFFICIAL RECORDS VOLUME

FIELD BOOK	PAGE(S)	DRAWING DATE	MAY 5, 2020
DRAFTED BY: BOC		DRAWING SCALE: 1" = 30'	
CHECKED BY: GRN		REVISION DATE:	
COMPUTER FILE: 2020130.DWG			
JOB FILE No. 2020130			

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



THIS SURVEY MEETS THE STANDARDS OF PRACTICE FOR PROFESSIONAL LAND SURVEYORS IN THE STATE OF FLORIDA PURSUANT TO CHAPTER 547, F.S. & 547.062, F.A.C.
BRENDIA D. CATONE, P.S.M., FLORIDA CERTIFICATION NO. 5447
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

CERTIFIED TO:

JEA

MAP OF:

POINT MEADOWS EASEMENT

A PART OF PARCEL 1, AS SHOWN ON THE PLAT OF POINT MEADOWS DRIVE, RECORDED IN PLAT BOOK 53, PAGE 59, LYING IN SECTION 20, TOWNSHIP 3 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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REAL ESTATE No. 167741 - 0700
LANDS OF BW GATE POINT MEADOWS LLC
O.R.B. 18573, PAGE 152

RADIUS 1045.00'
ARC 23.86'
CHORD 23.84'
S 31°12'43" W

POINT OF BEGINNING
NORTHWEST CORNER
SECTION 20

SECTION 18

SECTION 17

N 88°14'54" E 387.10'

UTILITY EASEMENT
0.08± ACRES (3382 SQUARE FEET)

S 88°14'54" W 318.38'

30.00'

20.00'

45.94'
S 88°14'55" W

S 44°22'15" W
14.43'

POINT MEADOWS DRIVE
(RIGHT-OF-WAY VARIES)

PARCEL 1, POINT MEADOWS DRIVE, PLAT BOOK 53, PAGES 59, 59A-59J
REAL ESTATE No. 167745 - 1700

NOTES:

- 1) BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 28 EAST, WHICH IS S 00°36'47" E, ACCORDING TO PLAT OF POINT MEADOWS DRIVE, RECORDED IN PLAT BOOK 53, PAGE 59.
- 2) THIS IS A MAP ONLY AND DOES NOT PURPORT TO BE A BOUNDARY SURVEY.
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150' JEA EASEMENT,
O.R.V. 6860, PAGE 250

EXISTING 30' WIDE JEA
WATER AND SEWER EASEMENT
O.R.V. 6860, PAGE 250

N 00°35'50" W
30.01'

SECTION 19

SECTION 20

FIELD BOOK _____, PAGE(S) _____	DRAWING DATE: MAY 5, 2020
DRAFTED BY: BDC	DRAWING SCALE: 1" = 30'
CHECKED BY: GRN	REVISION DATE:
COMPUTER FILE: 2020130.DWG	
JOB FILE No. 2020130	

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

DEGROVE
Surveyors, Inc.

THIS SURVEY MEETS THE STANDARDS OF PRACTICE FOR PROFESSIONAL AND MAPPERS IN THE STATE OF FLORIDA PURSUANT TO CHAPTER 53-17.051 & 53-17.052, F.A.C.

BRENDA D. CATONE, P.S.M., FLORIDA CERTIFICATION NO. 5447
NOTICE:
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

CERTIFIED TO:

JEA

July 15, 2020

Ms. Eileen Connolly
Real Estate Coordinator
JEA
21 West Church St., CC-6
Jacksonville, Florida 32202

RE: Appraisal of: Point Meadows Professional Building
7740 Point Meadows Drive
Jacksonville, Duval County, Florida
CBRE, Inc. File No. 20-341SE-3804-2

Dear Ms. Connolly:

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

The subject is a 20,794-square foot, multi-tenant office building located at 7740 Point Meadows Drive in Jacksonville, Florida. The improvements were constructed in 2004 and are situated on a 3.35-acre site.

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

Based upon my independent appraisal and the exercise of my professional judgment, my opinion of the market value for the part taken, including net severance damages after special benefits, if any, of the property appraised as of July 13, 2020, is \$86,800.

Market value should be allocated as follows:

MARKET VALUE ALLOCATION	
	Permanent Easement
Land	\$86,800
Improvements	\$0
Net Damages &/or Cost to Cure	\$0
Total	\$86,800

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

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

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

Respectfully submitted,

CBRE - VALUATION & ADVISORY SERVICES



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



Formal Bid and Award System

Award #8 January 29, 2021

Type of Award Request: CONTRACT AMENDMENT
Requestor Name: Schoettler, Kyle
Requestor Phone: (904) 665-8946
Project Title: Geotechnical and Material Field Laboratory Testing and Inspection Services
Project Number: Various
Project Location: JEA
Funds: Capital
Budget Estimate: N/A

Scope of Work:

JEA is seeking to engage a qualified Consultant to perform Professional Geotechnical and Material Field Laboratory Testing and Inspection Services, on an as-required and on-call basis, for various construction and maintenance projects within JEA's service area. The consultant must have the ability to provide complete testing services as defined in the Scope of Work, by both qualified personnel and equipment in the field and laboratory, for construction materials testing through their company. The firm must be able to perform testing services that conform to the Florida Department of Transportation, County and other governing agencies.

JEA IFB/RFP/State/City/GSA#: 039-19
CPA#: 183340
Purchasing Agent: Kruck, Daniel
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
CSI GEO, INC.	William Price	wprice@csi-geo.com	2394 St. Johns Bluff Road, South, Suite 200, Jacksonville, FL 32246	(904) 641-1993	\$294,669.00

Amount of Original Award: \$396,682.27
Date of Original Award: 07/11/2019
Change Order Amount: \$294,669.00
New Not-To-Exceed Amount: \$691,351.27
FY21 Amount: \$139,580.00
Length of Contract/PO Term: Three (3) Years w/Two (2) - 1 Yr. Renewals
Begin Date: 08/14/2019
End Date: 08/13/2022
Renewal Options: Two (2) - 1 Yr. Renewals
JSEB Requirement: Ten Percent (10%) Evaluation Criteria
Comments on JSEB Requirements:

CSI Geo, Inc. is a JSEB

Background/Recommendations:


Originally approved by Awards Committee on 07/11/2019 in the amount of \$396,682.27 to CSI Geo, Inc. A copy of the original award is attached as backup.

This award request is for a contract increase to the design contract of CSI Geo, Inc. for the Geotechnical and Material Field Laboratory Testing and Inspection Services contract. The use of this contract has been above what was originally estimated due to a change to require density tests on all asphalt repairs over ten square feet. This change allows our asphalt contractor to warranty the final roadway replacement. This change is for work within Duval County, as this was previously standard practice for work in DOT, St. Johns County and Nassau County roadways. CSI Geo, Inc. has performed well under this contract and this request for a contract increase is to increase the contract cap through the end of the contract term. The original contract rates are still in use for each test requested.

Request approval to award a change order to CSI Geo, Inc. for additional work under the Geotechnical and Material Field Laboratory Testing and Inspection Services contract in the amount of \$294,669.00, for a new not-to-exceed amount of \$691,351.27, subject to the availability of lawfully appropriated funds.

Director: Scheel, Jackie B., - Dir W/WW Reuse Delivery & Collection
GM: Vu, Hai X. - Interim GM Water/Wastewater Systems

APPROVALS:

 01/29/2021

Chairman, Awards Committee **Date**

 1/29/2021

Budget Representative **Date**



Formal Bid and Award System

Award #6 July 11, 2019

Type of Award Request: PROPOSAL (RFP)
Request #: 6430
Requestor Name: Sencer, Justin
Requestor Phone: (904) 665-6826
Project Title: Geotechnical and Material Field Laboratory Testing and Inspection Services
Project Number: Various
Project Location: JEA
Funds: Capital
Budget Estimate: \$450,000.00

Scope of Work:

The JEA is seeking to engage a qualified Consultant to perform Professional Geotechnical and Material Field Laboratory Testing and Inspection Services, on an as-required and on-call basis, for various construction and maintenance projects within JEA's service area. The consultant must have the ability to provide complete testing services as defined in the Scope of Work, by both qualified personnel and equipment in the field and laboratory, for construction materials testing through their company. The firm must be able to perform testing services that conform to the Florida Department of Transportation, County and other governing agencies.

This award impacts the following JEA's Measures of Value:

- Customer Value - Provides increased project management capacity and project controls services for delivery of W/WW infrastructure projects over the next five years that are critical to meeting customer demand and improve system reliability.
- Financial Value - Increased project management capacity will enable more aggressive management and delivery of W/WW capital projects in order to meet capital spending targets. Provides quality control services to reduce the risk of failure at pipe and roadway installations.

JEA IFB/RFP/State/City/GSA#: 035-19
Purchasing Agent: Kruck, Daniel R.
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
CSI GEO, INC.	William Price	wprice@csi-geo.com	2394 St. Johns Bluff Road, South, Suite 200, Jacksonville, FL 32246	(904) 641-1993	\$396,682.27

Amount for entire term of Contract/PO: \$396,682.27
Award Amount for remainder of this FY: \$30,000.00
Length of Contract/PO Term: Three (3) Years w/Two (2) - 1 Yr. Renewals
Begin Date (mm/dd/yyyy): 07/25/2019
End Date (mm/dd/yyyy): ~~07/24/2022~~
Renewal Options: Yes – Two (2) – 1 Yr. Renewals

JSEB Requirement:

Ten Percent (10%) Evaluation Criteria

Comments on JSEB Requirements:

CSI Geo, Inc. is a JSEB

PROPOSERS:

Name	Amount	Rank
CSI GEO, INC.	\$396,682.27	1
ECS FLORIDA, LLC	N/A	2
WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC.	N/A	3
UNIVERSAL ENGINEERING SCIENCES, INC.	N/A	4
TERRACON CONSULTANTS, INC.	N/A	5

Background/Recommendations:

Advertised on 01/28/2019. Seven (7) prime companies attended the mandatory pre-proposal meeting held on 02/06/2019. At proposal opening on 02/26/2019, JEA received five (5) Proposals. The public evaluation meeting was held on 04/09/2019 and JEA deemed CSI Geo, Inc. most qualified to perform the work. A copy of the evaluation matrix and negotiated rates are attached as backup.

Negotiations with CSI Geo, Inc. were successfully completed. The monthly invoices will be matched to the appropriate capital budget project. The negotiated rates were compared to current rates for geotechnical services through current contracts and projects and deemed reasonable. The proposed rates are slightly lower than those currently in place for these services, resulting in a cost savings of approximately \$21,000.00 over the term of the contract. The rates are fixed for the first year of the contract, and then may be increased via a CPI adjustment annually.

Contract Budget Details:


- Estimated Contract Spend: \$396,682.27
 - Contract Year 1 Spend: \$128,338.76
 - Contract Year 2 Spend: \$132,188.92
 - Contract Year 3 Spend: \$136,154.59

035-19 – Request approval to award a contract to CSI Geo, Inc. for the geotechnical and material field laboratory testing and inspection services in the amount of \$396,682.27, subject to the availability of lawfully appropriated funds.

Manager: Chascin, Kenneth J., - Mgr W/WW Reuse Delivery & Coll Maint Planning & Eng
Director: Scheel, Jackie B., - Dir W/WW Reuse Delivery & Collection
VP: Calhoun, Deryle I. - VP/GM Water Wastewater Systems

APPROVALS:


_____ 7/11/19
Chairman, Awards Committee **Date**


_____ 7/11/2019
Manager, Operating Budgets **Date**

035-19 Geotechnical and Material Field Laboratory Testing and Inspection Services

Vendor Rankings	Justin Sencer	Bryan Spell	Randy Ellis	Σ Rank	Overall Rank
CSI Geo, Inc.	1	2	1	4	1
ECS Florida, LLC	2	1	2	5	2
Wood Environment & Infrastructure Solutions, Inc.	3	3	4	10	3
Universal Engineering Sciences, Inc.	5	4	3	12	4
Terracon Consultants, Inc.	4	5	5	14	5

Justin Sencer	Professional Staff Experience (25 Points)	Project Approach and Work Plan (30 Points)	Company Experience (30 Points)	Proximity to JEA (5 Points)	JSEB (10 Points)	Total	Rank
CSI Geo, Inc.	21	20	20	5	10	76.00	1
ECS Florida, LLC	20	14	20	5	8	67.00	2
Terracon Consultants, Inc.	19.25	8	9	5	8	49.25	4
Universal Engineering Sciences, Inc.	16.5	9	8	5	8	46.50	5
Wood Environment & Infrastructure Solutions, Inc.	20.25	8	9	5	8	50.25	3

Bryan Spell	Professional Staff Experience (25 Points)	Project Approach and Work Plan (30 Points)	Company Experience (30 Points)	Proximity to JEA (5 Points)	JSEB (10 Points)	Total	Rank
CSI Geo, Inc.	25	22	25	5	10	87.00	2
ECS Florida, LLC	22	30	30	5	8	95.00	1
Terracon Consultants, Inc.	18	16	25	5	8	72.00	5
Universal Engineering Sciences, Inc.	15	30	25	5	8	83.00	4
Wood Environment & Infrastructure Solutions, Inc.	16.88	27	30	5	8	86.88	3

Randy Ellis	Professional Staff Experience (25 Points)	Project Approach and Work Plan (30 Points)	Company Experience (30 Points)	Proximity to JEA (5 Points)	JSEB (10 Points)	Total	Rank
CSI Geo, Inc.	25	30	30	5	10	100.00	1
ECS Florida, LLC	19.75	30	30	5	8	92.75	2
Terracon Consultants, Inc.	19.5	15	25	5	8	72.50	5
Universal Engineering Sciences, Inc.	16.75	30	20	5	8	79.75	3
Wood Environment & Infrastructure Solutions, Inc.	20.75	15	30	5	8	78.75	4

Overall Averages	Professional Staff Experience (25 Points)	Project Approach and Work Plan (30 Points)	Company Experience (30 Points)	Proximity to JEA (5 Points)	JSEB (10 Points)	Total
CSI Geo, Inc.	23.67	24.00	25.00	5.00	10.00	87.67
ECS Florida, LLC	20.58	24.67	26.67	5.00	8.00	84.92
Terracon Consultants, Inc.	18.92	13.00	19.67	5.00	8.00	64.58
Universal Engineering Sciences, Inc.	16.08	23.00	17.67	5.00	8.00	69.75
Wood Environment & Infrastructure Solutions, Inc.	19.29	16.67	23.00	5.00	8.00	71.96



PUBLISHED FEE SCHEDULE
FOR
GEOTECHNICAL, CONSTRUCTION MATERIALS
TESTING AND INSPECTION SERVICES

2394 St. Johns Bluff Road S, #200
Jacksonville, Florida 32246
(904) 641-1993
(904) 645-0057

Unit **Cost/Unit**

FIELD TESTING AND INVESTIGATION

FIELD TESTING

Earthwork

Soils Technician (Densities), 2hr minimum	/hr.	\$67.00
Soils Technician (Densities, OT)	/hr.	\$87.00
Senior Soils Technician (Densities), 2hr minimum	/hr.	\$76.00
Senior Soils Technician (Densities (OT)	/hr.	\$99.00
Nuclear Soil Testing (minimum of 3 density tests per scheduled trip)	/ea. test	\$35.00
In-Place Density Testing (OT) (minimum of 3 density tests per scheduled trip)	/ea. test	\$45.50
Sample Pick up Charge/Trip Charge	/ea.	\$134.00
Standby Time	/hr.	\$67.00
Standby Time(OT)	/hr.	\$87.00

Concrete

Concrete Technician 2hr Minimum	/hr.	\$67.00
Concrete Technician (OT)	/hr.	\$87.00
Senior Concrete Technician, 2hr minimum	/hr.	\$76.00
Senior Concrete Technician (OT)	/hr.	\$99.00
Concrete Cylinders - One Set of 3 Concrete Cylinders (includes air, slump)	/ea. test	\$120.00
Concrete Cylinders - One Set of 3 Concrete Cylinders (OT)	/ea. test	\$156.00
Additional Concrete Cylinders	/ea.	\$27.00
Mobilization of Concrete Coring	/ea.	\$330.00
Pavement Coring - 4" Dia	/hr.	\$140.00
Pavement Coring - 4" Dia (OT)	/hr.	\$182.00
Pavement Coring - 6" Dia	/hr.	\$150.00
Pavement Coring - 6" Dia (OT)	/hr.	\$195.00
Concrete Cylinder Pick up Charge/Trip Charge	/ea.	\$134.00
Standby Time	/hr.	\$67.00
Standby Time (OT)	/hr.	\$87.00
Drilled Shaft Inspector	/hr.	\$76.00
Drilled Shaft Inspector (OT)	/hr.	\$99.00

Asphalt

Asphalt Technician (Certified FDOT) - Plant	/hr.	\$67.00
Asphalt Technician (Certified FDOT) - Plant (OT)	/hr.	\$87.00
Asphalt Technician (Certified FDOT) - Roadway	/hr.	\$67.00
Asphalt Technician (Certified FDOT) - Roadway (OT)	/hr.	\$87.00
Field Density Method, ASTM D-2922	/ea. test	\$35.00
Mobilization of Asphalt Coring Equipment	/ea.	\$342.00
Pavement Coring – 4” dia with Base Depth Check	/hr.	\$140.00
Pavement Coring – 4” dia with Base Depth Check(OT)	/hr.	\$182.00
Pavement Coring – 4” dia without Base Depth Check	/hr.	\$140.00
Pavement Coring – 4” dia without Base Depth Check (OT)	/hr.	\$182.00
Pavement Coring – 6” dia with Base Depth Check	/hr.	\$140.00
Pavement Coring – 6” dia with Base Depth Check (OT)	/hr.	\$182.00
Pavement Coring – 6” dia without Base Depth Check	/hr.	\$140.00
Pavement Coring – 6” dia without Base Depth Check (OT)	/hr.	\$182.00
Standby Time	/hr.	\$67.00
Standby Time (OT)	/hr.	\$87.00

Non-Destructive Testing (NDT)

Welding Inspector (Mag Particle & Visual)	/hr.	\$90.00
Structural Bolt Inspection	/hr.	\$79.00
Swiss Hammer	/hr.	\$90.00
Penetrometer	/hr.	\$79.00



**PUBLISHED FEE SCHEDULE
FOR
GEOTECHNICAL, CONSTRUCTION MATERIALS
TESTING AND INSPECTION SERVICES**

2394 St. Johns Bluff Road S, #200
Jacksonville, Florida 32246
(904) 641-1993
(904) 645-0057

	Unit	Cost/Unit
TRUCK RIG / ATV		
Mobilization/Demobilization		
Truck Rig Mobilization 0-30 Miles	/ea.	\$422.00
ATV Rig Mobilization 0-30 Miles	/ea.	\$680.00
Standard Penetration Test (SPT Borings)		
0.0-50.0'	/lin.ft	\$13.50
51.0'-100.0'	/lin.ft	\$16.00
Extra Split Spoon Sample		
0.0-50.0'	/ea.	\$38.00
51.0'-100.0'	/ea.	\$41.00
Auger Boring/Wash Boring		
0.0-50.0'	/lin.ft	\$10.00
3" Casing to Stabilize Borehole		
0.0-50.0'	/lin.ft	\$9.00
51.0'-100.0'	/lin.ft	\$10.00
Grouting the Borehole		
0.0-50.0'	/lin.ft	\$5.00
51.0'-100.0'	/lin.ft	\$6.00
Undisturbed Sample-Thin wall Shelby tube		
0.0-50.0'	/ea.	\$135.00
51.0'-100.0'	/ea.	\$149.00
Rock Coring less than 4" ID		
0'-50'	/lin.ft	\$53.00
51'-100'	/lin.ft	\$44.00
TRIPOD/Barage		
Mobilization/Demobilization		
0-30 Miles	/ea.	\$963.00
Mobilization from Hole to Hole	/ea.	\$250.00
Standard Penetration Test (SPT Borings)		
0.0-50.0'	/lin.ft	\$20.00
Extra Spoon Split Sample		
0.0-50.0'	/ea.	\$50.00
Casing to Stabilize Borehole		
0.0-50.0'	/lin.ft	\$14.00
Grouting the Borehole		
0.0-50.0'	/lin.ft	\$7.00
Undisturbed Sample-Thin wall Shelby tube		
0.0-50.0'	/ea.	\$176.00
OTHER SERVICES		
Hand Augers Mobilization	/ea.	\$250.00
Drilling by the hour/Stand By Time/Difficult Access-(2-person)	/hrs.	\$225.00
Drilling by the hour/Stand By Time/Difficult Access-(3-person)	/hrs.	\$290.00
Dozer/Clearing	/day	\$753.00
Soil Probing 2-Person Crew	/day	\$1,200.00
MOT	/day	\$1,150.00
Sample Pick-up	/ea.	\$90.00
In Situ Tests		
Soil Percolation Tests - Double Ring Infiltration (1-Foot Depth)	/ea. test	\$451.00
Soil Percolation Tests - Cased Borehole Permeability 0-10ft	/ea. test	\$320.00
Soil Percolation Tests - Cased Borehole Permeability 10-25ft	/ea. test	\$384.00



PUBLISHED FEE SCHEDULE
FOR
GEOTECHNICAL, CONSTRUCTION MATERIALS
TESTING AND INSPECTION SERVICES

2394 St. Johns Bluff Road S, #200
Jacksonville, Florida 32246
(904) 641-1993
(904) 645-0057

Unit **Cost/Unit**

LABORATORY TESTING AND ENGINEERING SERVICES

LABORATORY TESTING

Aggregates

Sieve Anlsys of Fine & Coarse AASHTO T27	/ea. test	\$65.00
Soundness AASHTO T104	/ea. test	\$294.00
Specific Gravity/Absorption Coarse AASHTO T85	/ea. test	\$74.00
Total Moisture Content by Drying AASHTO T255	/ea. test	\$30.00

Asphalt

Paving Coring Equipment Mobilization	/ea. test	\$330.00
Gradation FM 1-T030	/ea. test	\$82.00
Los Angeles (LA) Abrasion Coarse Agg FM 3-C535	/ea. test	\$265.00
Los Angeles (LA) Abrasion Small Agg FM 1-T096	/ea. test	\$250.00
Bulk Specific Gravity FM 1-T166	/ea. test	\$123.00
Content FM 5-563	/ea. test	\$82.00
Extraction and Gradations, ASTM D-2172 and ASTM C-136	/ea. test	\$300.00

Concrete

Beam Flexural Testing ASTM C78	/ea. test	\$39.00
Compressive Strength of Grout\Mortar ASTM C109	/ea. test	\$26.00
Cylinder Curing, Capping & Breaking ASTM C39	/ea. test	\$27.00
Drilled Cores & Sawed Beams ASTM C42	/ea. test	\$44.00

Soils

Consol-Addtl Incrmnts AASHTO T216 (13 to 24 Loads)	/ea. test	\$72.00
Consol-Addtl Incrmnts AASHTO T216 (up to 12 Loads)	/ea. test	\$339.00
Consolidation - Constant Strain ASTM D4186	/ea. test	\$501.00
Consol-Extend Load Incrmnts AASHTO T216	Day	\$95.00
Corrosion Series FM 5-550 through 5-553	/ea. test	\$165.00
Sulfides	/ea. test	\$40.00
Field Vane Shear Test ASTM D2573	/ea. test	\$166.00
Hydrometer Only AASHTO T88	/ea. test	\$109.00
Hydrometer Method - ASTM D422, AASHTO T88	/ea. test	\$110.00
Limerock/California Bearing Ratio (LBR/CBR) FM 5-515	/ea. test	\$338.00
Atterberg Limits Test - ASTM D423, D424, AASHTO T90, ASTM D4318	/ea. test	\$127.00
Plastic Limit & Plasticity Index AASHTO T90	/ea. test	\$46.00
Liquid Limit AASHTO T89	/ea. test	\$82.00
CBR	/ea. test	\$335.00
Materials Finer than 200 Sieve FM 1-T011	/ea. test	\$39.00
Miniature Vane Shear Test ASTM D4648	/ea. test	\$15.00
Moisture Content Lab AASHTO T265	/ea. test	\$14.00
Moisture Content Microwave AASHTO D4643	/ea. test	\$18.00
Organic Content Ignition FM 1 T-267	/ea. test	\$38.00
Particle Size Anlys AASHTO T88 (Incl. Hydrometer)	/ea. test	\$152.00
Particle Size Anlys AASHTO T88 (No Hydrometer)	/ea. test	\$59.00
Permeability Constant Head AASHTO T215	/ea. test	\$255.00
Permeability Falling Head FM 5-513	/ea. test	\$259.00
pH Soil or Water FM 5-550	/ea. test	\$38.00
Proctor Modified FM 1-T180	/ea. test	\$120.00
Proctor Standard AASHTO T99	/ea. test	\$120.00
Resistivity Soil or Water FM 5-551	/ea. test	\$49.00
Specific Gravity AASHTO T100	/ea. test	\$71.00
Split Tensile Strgth of Rock Cores ASTM D3967	/ea. test	\$113.00
Sulfate Soil or Water FM 5-553	/ea. test	\$51.00
Triaxl Consol-Drain (CD) Per Point\Cell ASTM D7181	/ea. test	\$403.00
Tri Cnsl-Undrn (CU) Pt\Cell AASHTO T297/ASTM D4767	/ea. test	\$368.00



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	<u>Unit</u>	<u>Cost/Unit</u>
Tri Uncls-Undrn (UU) Pt\Cell AASHTO T296/ASTM D2850	/ea. test	\$284.00
Unconfined Compress - Soil AASHTO T208/ASTM D2166	/ea. test	\$125.00
Unconfined Compressive Strength of Concrete Cores ASTM C-138	/ea. test	\$60.00
One-Point Proctor ASTM D1556	/ea. test	\$90.00
Uncfd Comp. Strength of Intact Rock Cores (ASTM D 2938, Limit 300 kips)	/ea. test	\$118.00
Chloride Content	/ea. test	\$50.00
Pocket Penetrometer Test	/ea. test	\$13.00
Discharge Water Sample Analysis	/ea. test	\$550.00
Discharge Groundwater Sample Analysis	/ea. test	\$650.00
Porosity	/ea. test	\$155.00
Unit Weight	/ea. test	\$55.00
Dry & Moist Unit Weight	/ea. test	\$55.00

ENGINEERING SERVICES

Project Manager	/hr.	\$188.00
Sr. Engineer	/hr.	\$149.00
Engineer	/hr.	\$117.00
Staff Engineer	/hr.	\$106.00
Assitant PM/Quality Control Manager	/hr.	\$104.00
Geotechnical Technician	/hr.	\$70.00
CADD	/hr.	\$95.00
Clerical	/hr.	\$42.00

***For field work scheduled by the client and delayed by other than CSI Geo, Inc. for 1/2 hour or more, the JEA will be charged at the "Stand-by" rate.

For work performed before 8:00 a.m. and after 4:30 p.m., a factor of 1.3 will be applied to the above rates, unless otherwise agreed upon.

For work on weekends and holidays, the same factor of 1.3 will also be applied to the above rates, unless otherwise agreed upon.

Hourly rates will be charged portal to portal.

Travel time is charged at the applicable hourly rate

Index No.
100-66
101-36
101-38
101-40
101-41
102-40
169-S1
170-06
171-02
171-02S
175-16S
175-43S
175-44
175-46S
175-S
175-W

Project Description

Eastport Rd - Emuness Rd to Sara Dr - Dist - New - FM

Harbor Island Drive WM Replacement

Jammes Rd - Wilson Blvd to Harlow Blvd

16" WM Crossing Silversmith Creek at Atlantic Blvd

OM - Galvanized Pipe Replacement - Program

Hampton Falls Dr Electrical Easement - San Pablo to Suni Pines Connection - 12 inch WM Replacement

OM - Sewer Collection System Trenchless R&R

OM - Air Relief Valves R&R

OM - Main Extensions and Taps – W

OM - Main Extensions and Taps – S

OM - Manhole SCADA R&R

Harbor Island Drive Pipe FM Replacement

Collins Rd, Whispering Pines Dr to Blanding Blvd - FM Replacement

Timawatha Ave - FM Replacement

OM - Sewer Collection System R&R

OM - Water Delivery System R&R

#035-19 - Geotechnical and Materials Testing

Contract Year 1	\$ 128,338.76
Contract Year 2	\$ 132,188.92
Contract Year 3	\$ 136,154.59
Contract Total	\$ 396,682.27

Scope	Item #	Item Description	Estimated QTY	Unit	Unit Price	Subtotal	Notes
Trench Backfill	1	Soils Proctor Modified FM 1-T180 (Trench Backfill)	4	Test	\$ 120.00	\$ 480.00	Assume quarterly testing
	2	Soils Proctor Modified FM 1-T180 (Subgrade)	4	Test	\$ 120.00	\$ 480.00	Assume quarterly testing
	3	Soils Proctor Modified FM 1-T180 (Limerock Base)	4	Test	\$ 120.00	\$ 480.00	Assume quarterly testing
	4	Soils Maximum Density ASTM D4254	2005	Test	\$ 35.00	\$ 70,175.00	Based on 2018 quantities (2077 total - OT)
	5	Soils Maximum Density ASTM D4254 (OT)	72	Test	\$ 45.50	\$ 3,276.00	2 EA after hours main break / Mo. @ 3 tests / break
	6	Senior Soils Technician	52	HR	\$ 76.00	\$ 3,952.00	1 HR / Wk stand-by time
	7	Soils Technician	52	HR	\$ 67.00	\$ 3,484.00	1 HR / Wk stand-by time
	8	Geotechnical Technician	0	HR	\$ 70.00	\$ -	Hours included in tests
	9	Senior Soils Technician (OT)	2.16	HR	\$ 99.00	\$ 213.84	Ratio densities to stand-by above = 3%
	10	Soils Technician (OT)	2.16	HR	\$ 87.00	\$ 187.92	Ratio densities to stand-by above = 3%
	11	Geotechnical Technician (OT)	0	HR	\$ -	\$ -	No after hours work
	12	Project Manager	48	HR	\$ 188.00	\$ 9,024.00	4 HR / Mo. per 6/12/19 Meeting
	13	Assistant Project Manager	96	HR	\$ 104.00	\$ 9,984.00	8 HR / Mo. per 6/12/19 Meeting
Deep Manhole Dewatering	14	Truck Rig Mobilization	4	EA	\$ 422.00	\$ 1,688.00	Assume 1 EA / Quarter
	15	Standard Penetration Test, SPT (0-50')	320	FT	\$ 13.50	\$ 4,320.00	Assume 2 EA / mobilization @ 40' Deep
	16	3" Casing to Stabilize Boring	80	FT	\$ 9.00	\$ 720.00	Assume 1/4 of borings will need stabilization
	17	Grouting Borehole (0-50')	320	FT	\$ 5.00	\$ 1,600.00	Assume 2 EA / mobilization @ 40' Deep
	18	Atterberg Limits Test - ASTM D423, D424, AASHTO T90, ASTM D4318	64	EA	\$ 127.00	\$ 8,128.00	Assume testing every 5 ft.
	19	Organic Content Ignition FM 1 T-267	64	EA	\$ 38.00	\$ 2,432.00	Assume testing every 5 ft.
	20	Particle Size Anlys AASHTO T88 (No Hydrometer)	64	EA	\$ 59.00	\$ 3,776.00	Assume testing every 5 ft.
	21	Senior Engineer	2	HR	\$ 149.00	\$ 298.00	Assume 1/2 HR Review / Report
	22	Staff Engineer	20	HR	\$ 106.00	\$ 2,120.00	Assume 5 HR / Report
	23	CADD Technician	16	HR	\$ 95.00	\$ 1,520.00	Assume 4 HR / Report
Total:							\$ 128,338.76