

# Welcome to the JEA Awards Meeting

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

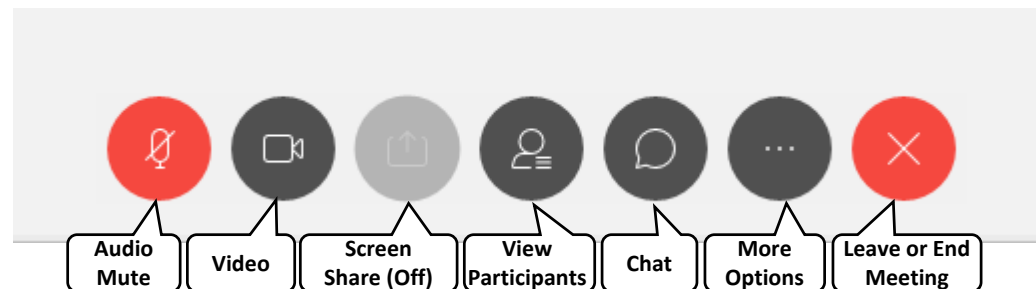
We will unmute your lines during the public comment time and provide opportunity for you to speak.

During the meeting, interested persons can also email **Halley Reiman** at [reimhj@jea.com](mailto:reimhj@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 **Halley Reiman** by telephone at **(904) 665-8815** or by email at [reimhj@jea.com](mailto:reimhj@jea.com) if you experience any technical difficulties during the meeting.

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



## **AWARDS COMMITTEE AGENDA**

**DATE:** Thursday, May 13, 2021

**TIME:** 10:00 A.M.

**PLACE:** JEA, Customer Center, Bid Office, 1st Floor, 21 West Church Street, Jacksonville, FL 32202  
**OR**  
WebEx/Teleconference  
WebEx Meeting Number (access code): 160 199 4252  
WebEx Password: pxP6CqUSt63

### **Public Comments:**

### **Awards:**

1. Approval of the minutes from the last meeting(05/06/2021).
2. 1410275453 – Request approval to award a contract to Nexair LLC in the amount of \$2,240,000.00, Airgas USA LLC in the amount of \$280,000.00 and Matheson Tri-Gas Inc. in the amount of \$280,000.00 for Industrial and Laboratory Gas Supply in the amount of \$2,800,000.00 subject to the availability of lawfully appropriated funds.
3. Request approval to award a contract to the developer, Sonoc Company LLC, for the construction of the water main and reclaimed water main by John Woody, Inc. for the Nocatee Conservation Trail Extension in the amount of \$782,944.00, subject to the availability of lawfully appropriated funds.
4. 007-21 – Request approval to award a contract to Constantine Engineering, LLC. for engineering services for the Monterey Wastewater Treatment Facility (WWTF) Improvement project in the amount of \$ 1,011,570.29, subject to the availability of lawfully appropriated funds.
5. 1410309048 - Request approval to rescind this solicitation, and reject all Responses received in anticipation of bidding out a revised pricing approach.

**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.

## 05-13-2021 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 05/06/2021 meeting.
2	Request for Proposal (RFP) 3 Proposers	Erixton	FY – Budget \$2,800,000.00	\$2,240,000.00  \$280,000.00  \$280,000.00	Nexair LLC  Airgas USA, LLC  Matheson Tri-Gas, Inc.	Term - 5 Years, 2 – 1 Yr. Renewals	<p><b><u>Bottle and Bulk Industrial and Laboratory Gas Supply</u></b></p> <p>This contract is for the supply of industrial and laboratory gases, and related services (pick up and drop off, cylinder rental, cylinder refurbishment) for multiple JEA generating stations, laboratories and water treatment plants, all located within the city limits of Jacksonville, Florida.</p> <p>JEA evaluated on the basis of Price and Past Performance. Each supplier was evaluated most responsive for a difference scope of supply, which yielded the best overall cost proposition to JEA, instead of awarding to a single contract. There is an estimate 1% (\$28K) cost increase by awarding to multiple suppliers, vs. a 12% increase in awarding to one supplier.</p> <p>1410275453 – Request approval to award a contract to Nexair LLC in the amount of \$2,240,000.00, Airgas USA LLC in the amount of \$280,000.00 and Matheson Tri-Gas Inc. in the amount of \$280,000.00 for Industrial and Laboratory Gas Supply in the amount of \$2,800,000.00 subject to the availability of lawfully appropriated funds</p>
3	Miscellaneous	Vu	\$1,193,391.00	\$782,944.00	Sonoc Company, LLC/John Woody, Inc.	Project Completion (Estimated: August 2021)	<p><b><u>2020-3909 Conservation Trail Extension</u></b></p> <p>The Nocatee Conservation Trail Extension project is part of the Nocatee Utility Service Agreement dated December 6, 2004 and subsequent amendments, which outlines that certain JEA system improvements are reimbursable to the Developer. Per Exhibit D of this Agreement, JEA will reimburse the Developer, Sonoc Company LLC, for the improvements associated with the Nocatee Conservation Trail Extension project. This request includes approximately 2,750 linear feet (LF) of 16-inch water main, 2,750 LF of 16-inch reclaimed main, 2,750 LF of 12-inch force main.</p>

## 05-13-2021 Awards Committee

						<p>The developer requested bids for all the utility work and the project was awarded based upon the lowest lump sum total. The bid is approximately 34% less than JEA's estimate and deemed acceptable. The low bidder is the current contractor on this development, and therefore can provide JEA lower mobilization and contractor coordination costs on this project.</p> <p>Request approval to award a contract to the developer, Sonoc Company LLC, for the construction of the water main and reclaimed water main by John Woody, Inc. for the Nocatee Conservation Trail Extension in the amount of \$782,944.00.</p>
4	Request for Proposal (RFP) 3 Proposers	Vu	\$1,148,750.00	\$1,011,570.29	Constantine Engineering, LLC	<p style="text-align: center;"><b><u>Engineering Services for the Monterey Wastewater Treatment Facility (WWTF) Improvements Project</u></b></p> <p>Provide design, bid and post design engineering services to rehabilitate and improve the Monterey Wastewater Treatment Facility (WWTF). The plan rehabilitation/improvements include, but are not limited to: influent screening/pump station, sequence batch reactor (SBR) No. 4 conversion to an aerobic sludge digester, sludge holding, dewatering and truck loading, effluent pump station, effluent equalization tank, electrical and storage building, emergency electrical generator/fuel tank, abandoned odor control system, operation buildings and site improvements.</p> <p>The proposed fees are approximately 11.9% lower than estimated and deemed reasonable. Services during construction are not included in the proposed fees, and will be negotiated and brought before the Awards Committee once the design has progressed to an appropriate level.</p> <p>Request approval to award a contract to Constantine Engineering, LLC. for engineering services for the Monterey Wastewater Treatment Facility (WWTF) Improvement project.</p>

## 05-13-2021 Awards Committee

5	Rescind Request for Proposal (RFP)	Erixton	N/A	N/A	N/A	N/A	<p><b><u>Brandy Branch Generating Station Heat Trace Maintenance and Repair</u></b></p> <p>The purpose of this solicitation is to contract with a qualified company to provide inspection, maintenance and repair services for JEA's Heat Trace Systems at the Brandy Branch Power Generating Facility. The company scope of work shall include, but not be limited to:</p> <ul style="list-style-type: none"> <li>• Mobilization</li> <li>• Inspection &amp; troubleshooting, reporting</li> <li>• Heat Trace Repair and Replacement</li> <li>• Insulation removal and insulation</li> <li>• Testing and Acceptance.</li> <li>• Ancillary scopes of work: shipping, scaffolding, etc.</li> </ul> <p>In reviewing the submitted proposals, JEA had significant clarifications that were needed from two (2) of the submitting companies regarding pricing in the format JEA requested. JEA intends to revise the price approach and make additional clarifications to the scope of work to allow a combination of unit pricing with discovery (time and materials rates) to allow JEA to be able to perform like comparisons between bidders.</p> <p>1410309048 - Request approval to rescind this solicitation, and reject all Responses received in anticipation of bidding out a revised pricing approach.</p>
<b>Total Award</b>				\$ 4,594,514.29			

## **JEA AWARDS COMMITTEE MAY 6, 2021 MEETING MINUTES**

The JEA procurement Awards Committee met on May 6, 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, Stephanie Nealy as Budget Representative, Julie Davis as Office of General Counsel Representative; with Laura Dutton, Joe Orfano, Stephen Datz, Ricky Erixton, and Hai Vu.

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 (04/29/2021). Chair McCollum verbally presented the Committee Members the proposed April 29, 2021 minutes contained in the committee packet.

**MOTION:** Joe Orfano made a motion to approve the April 29, 2021 minutes (Award Item 1). The motion was seconded by Laura Dutton and approved unanimously by the Awards Committee (5-0).

The Committee Members reviewed and discussed the following Awards Items 2-8:

2. Request approval to award a contract amendment to Software House International Inc. for additional JEA service desk support in the amount of \$21,786.40, for a new not-to-exceed amount of \$2,861,384.56, subject to the availability of lawfully appropriated funds.

**MOTION:** Hai Vu made a motion to approve Award Item 2 as amended. The motion was seconded by Laura Dutton and approved unanimously by the Awards Committee (5-0).

3. 004-21 – Request approval to award a contract to Four Waters Engineering, Inc., for engineering services for the Martin Luther King: Fairfax to Brentwood Water Main Replacement project in the amount of \$532,026.00, subject to the availability of lawfully appropriated funds.

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

4. 100-20 – Request approval to award a contract to Petticoat-Schmitt Civil Contractors, Inc. for construction services for the District II- Robena Rd. Booster Pump Station project in the amount of \$3,539,100.00, subject to the availability of lawfully appropriated funds.

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

5. Request approval to award a two (2) year contract to Sensus USA Inc. (\$2,611,672.98) and to Badger Meter, Inc. (\$4,078,679.48) for residential water meters, for a total not-to-exceed amount of \$6,690,352.46, subject to the availability of lawfully appropriated funds.

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

6. 011-21 - Request approval to award contracts to Stuart C Irby CO (\$17,248,758.46) for the supply of Single Phase Padmounted Transformers and Pole Mounted Transformers for inventory stock, Wesco Distribution, Inc. (\$13,135,389.29) for the supply of Three-Phase Padmounted Transformers and TRALC001 Miscellaneous Transformers for inventory stock, and WEG Transformers USA (\$430,856.00) for the supply of TRAPC016 Miscellaneous Transformers of for JEA Inventory Stock, for a total not-to-exceed amount of \$30,815,003.75, subject to the availability of lawfully appropriated funds.

**MOTION:** Ricky Erixton made a motion to approve Award Item 6 as presented in the committee packet. The motion was seconded by Laura Dutton and approved unanimously by the Awards Committee (5-0).

7. Request approval to award contract amendment to J.B. Coxwell Contracting Inc. for SJRPP Demolition – BSA Closure in the amount of \$290,533.05, for a new not-to-exceed amount of \$6,690,759.05, subject to the availability of lawfully appropriated funds.

**MOTION:** Stephen Datz made a motion to approve Award Item 7 as presented in the committee packet. The motion was seconded by Hai Vu and approved unanimously by the Awards Committee (5-0).

8. 024-21 – Request approval to award a contract to Trusted Hand Services, Inc. for Facilities Janitorial Service – Open Market for Downtown, Service Centers and other Sites for a total not-to-exceed amount of \$1,173,613.40, subject to the availability of lawfully appropriated funds.

**MOTION:** Hai Vu made a motion to approve Award Item 8 as presented in the committee packet. The motion was seconded by Joe Orfano and approved unanimously by the Awards Committee (5-0).

#### Informational Item:

No informational items were presented to the Awards Committee.

#### Ratifications:

Partial ratification of previous amendment on Award 2.

#### Public Comments:

No additional public comment speaking period was taken.

#### Adjournment:

Chair McCollum adjourned the meeting at 11:07 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 5/13/2021

**Type of Award Request:** PROPOSAL (RFP)  
**Requestor Name:** Myers, Joseph C. - Mgr Process Chemistry  
**Requestor Phone:** 904-665-7333  
**Project Title:** Industrial and Lab Gas Supply  
**Project Number:** Various – See Attached  
**Project Location:** JEA  
**Funds:** O&M  
**Budget Estimate:** FY – Budget \$2,800,000.00

### Scope of Work:

The purpose of this solicitation is to supply industrial and laboratory gases and related services (pick up and drop off, cylinder rental, cylinder refurbishment) for multiple JEA generating stations, laboratories and water treatment plants, all located within the JEA's operating territory in Jacksonville, Florida.

**JEA IFB/RFP/State/City/GSA#:** 1410275453  
**Purchasing Agent:** Lovgren, Rodney  
**Is this a Ratification?:** NO

### RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
NEXAIR LLC	Chuck Duck	Chuck.duck@nexair.com	1350 Concourse Avenue, Suite 103	(904) 753-4825	\$2,240,000.00
AIRGAS USA LLC	Seth Stanley	Seth.stanley@airgas.com	Suite 100 259 N. Radnor-Chester Rd. Radnor, PA 19087	(813) 883-4232	\$280,000.00
MATHESON TRI-GAS INC.	Patrick Odonnell	podonnell@mathesongas.com	909 Lake Carolyn Parkway Suite 300 Irving, TX 75039	(386) 752-9173	\$280,000.00

**Amount for entire term of Contract/PO:** \$2,800,000.00  
**Award Amount for remainder of this FY:** \$251,000.00  
**Length of Contract/PO Term:** Five (5) Years w/Two (2) – One (1) Yr. Renewals  
**Begin Date (mm/dd/yyyy):** 05/30/2021  
**End Date (mm/dd/yyyy):** 05/29/2026  
**Renewals:** Yes- Two (2) – One (1) Yr. Renewals  
**JSEB Requirement:** N/A - Optional  
**PROPOSERS:**

Name	Evaluated Amount	Points	Full Scope Rank	Specific Scope Awarded based on evaluation by scope. Each Supplier was highest evaluated for the listed scope
NEXAIR LLC	\$1,909,077.89	92.9	1	Bulk H, O2, N

MATHESON TRI-GAS INC.	\$1,852,522.61 *	89.0	2	Bulk CO2 (only Bidder)
AIRGAS USA LLC	\$1,895,574.85 *	88.4	3	Bottle Service

\* Supplier Price Normalized to support aggregate evaluation. The ranking and scores show single ranking. The Summary evaluation sheet attached shows the three supplier ranking

**Background/Recommendations:**

Advertised on 02/09/2021. Three (3) prime companies attended the optional pre-proposal meeting held on 02/16/2021. At proposal opening on 03/23/2021, JEA received three (3) Proposals. Proposals were evaluated on the basis of price and past performance. JEA deemed Nexair, Airgas and Matheson the most responsive to perform the work for the scope of supplier in which each company was the highest evaluated. A copy of the evaluation matrix and Bid Workbooks are attached as backup.

During evaluation, JEA evaluated based on the aggregate group of bottled gas supply. Bulk gases were evaluated on an itemized basis. When suppliers do not submit pricing for all items a normalization process is used to facilitate aggregate evaluation, high bid prices on a unit price basis are plugged in as place holders for evaluation of price on an aggregate basis. For this evaluation of price, JEA evaluated on in groups based on the scope supply to develop overall best price for JEA.


Comparing pricing on an aggregate forecast adjusted basis, the bid pricing is approximately 1% higher than historical pricing, which based on budget is an estimated \$28,000.00 increase over the life of the contract. JEA did evaluate a single supplier for the full scope of supply, which would have a 12% increase. JEA viewed evaluation and groups, allowing development of supply base and having secondary suppliers to support a value add in this contract in addition to minimizing cost impacts.

The forecast used to bid the services were five (5) year historical volumes (or \$2.1M in spend), provided by the current supplier. JEA solicited the various business units for available budget, which is higher than historical spend. Liquid O2 spend has increased significantly due the ozone plants at Main Street and Greenland water treatment plants coming online, which accounts for the majority of the budget estimate increase.

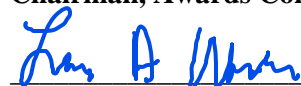
1410275453 – Request approval to award a contract to Nexair LLC in the amount of \$2,240,000.00, Airgas USA LLC in the amount of \$280,000.00 and Matheson Tri-Gas Inc. in the amount of \$280,000.00 for Industrial and Laboratory Gas Supply in the amount of \$2,800,000.00 subject to the availability of lawfully appropriated funds.

- Manager:** Myers, Joseph C. – Mgr. Process Chemistry
- Sr. Manager** Wilds, Brian E. – Sr. Mgr. Energy Production
- Director:** Stancin, James M. – Dir. Energy Production
- Sr. Director:** Kipp, James R. – Sr. Dir. Generation
- VP:** Erixton, Ricky – VP Electric Systems

**APPROVALS:**

 \_\_\_\_\_ 05/13/2021

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

 \_\_\_\_\_ 5/13/21

**Budget Representative**

**Date**

	Bid Sections	Airgas (incumbent)	Nexair	Matheson	Historic Pricing Using Old Forecast for Evaluation	Historic Pricing adjusted using new Forecast	Airgas (incumbent)	Nexair	Matheson
<b>1 Contract</b>	Section 1 - Total 5 - Year Bid Subtotal for Specialty Gases (enter on Bid Form line 1)	\$ 45,014.88	\$ 87,103.27	\$ 41,897.00	\$ 169,915.72	\$ 45,425.94	-1%	92%	-8%
	Section 2 - Totals - Industrial & Bulk Gas Supply	\$ 1,736,188.01	\$ 1,574,341.58	\$ 1,695,632.61	\$ 1,727,907.81	\$ 1,518,830.99	14%	4%	12%
	Section 3 - Totals - Tanks Rentals and Refurbishment	\$ 127,875.00	\$ 234,130.00	\$ 114,993.00	\$ 130,800.00	\$ 130,820.00	-2%	79%	-12%
	<b>Bid Totals</b>	<b>\$ 1,909,077.89</b>	<b>\$ 1,895,574.85</b>	<b>\$ 1,852,522.61</b>	<b>\$ 2,028,623.53</b>	<b>\$ 1,695,076.93</b>			
	<b>Total Price Points (70) Aggregate Evaluate</b>	67.9	68.4	70					
	<b>Performance / Experience - (30) Points</b>	25	20	19	New 1 contract price is X% higher	12.6%			
<b>Total Points</b>	<b>92.9</b>	<b>88.4</b>	<b>89.0</b>	5 yr. total	\$ 214,000.96				
<b>3 Contracts</b>	Bid Sections	Airgas (incumbent)	Nexair	Matheson		Airgas (incumbent)	Nexair	Matheson	
	Section 1 - Total 5 - Year Bid Subtotal for Specialty Gases (enter on Bid Form line 1)	\$ 45,014.88	\$ 87,103.27	\$ 41,897.00					
	Section 2 - Totals - Industrial Less Bulk Gas Supply	\$ 64,874.27	\$ 40,012.51	\$ 24,318.88	Lowest of Bulk Liquid H, O2, N	1,491,670.29	<b>1,354,685.62</b>	No Bid on Bulk	
	Section 3 - Totals - Tanks Rentals and Refurbishment	\$ 127,875.00	\$ 234,130.00	\$ 114,993.00	Only Bidder on Liquid CO2	<b>179,643.45</b>	179,643.45	No Bid on Bulk	
		\$ 237,764.16	\$ 361,245.78	<b>\$ 181,208.87</b>		<b>1,671,313.74</b>	<b>1,534,329.07</b>	No Bid on Bulk	
	Price Points (70 pts)	53.3	35.1	70		64.3	70	No Bid on Bulk	
	Performance Experience (30 pts)	25	20	19		25	20	No Bid on Bulk	
<b>Total Points (bottled &amp; Dewars)</b>	<b>78.3</b>	<b>55.1</b>	<b>89.0</b>		<b>89.3</b>	<b>90</b>	No Bid on Bulk		
<b>By Best Price for Group</b>	<b>Airgas (incumbent)</b>	<b>Nexair</b>	<b>Matheson</b>	<b>Lowest Price by Category</b>					
Bottles and Dewars			\$ 181,208.87		Delta vs. 1 Contract	\$ (193,539.95)			
Bulk Liquid H, O2, N		1,354,685.62		<b>\$ 1,715,537.94</b>	Delta to historic	\$ 20,461.01			
Liquid CO2	179,643.45					1.2%			

JEA will evaluate Proposer's submitted minimum qualifications. Companies submitted past experience will be graded comparatively and subjectively between suppliers for points for this criterion. Companies that provide higher tier experience and levels of services as well as more complete project experience will receive more points. JEA may contact the references provided by Proposer to determine the reference's satisfaction with the Proposer's performance with similar projects. The Proposer should provide via comment or additional attachment demonstration of work experience identified in the minimum qualifications for JEA's evaluation.

Additionally, if the Proposer has worked for JEA in the past 8 years, for the scope of work in this solicitation, the Proposer shall include this past performance experience as a reference.

Bidder	Questions	Each Reference 1 Up to 15 Points	Each Reference 2 Up to 15 Points	Scale	JEA, Joe Myers / Kalina	Tulsa Welding School Phil Bennett 904-349-4952 phil.bennett@twsweld.com	JEA, Joe Myers / Kalina	Tulsa Welding School Phil Bennett 904-349-4952 phil.bennett@twsweld.com
		JEA, Joe Myers / Kalina	Tulsa Welding School Phil Bennett 904-349-4952 phil.bennett@twsweld.com	Scale				
Airgas LLC Seth Stanley 813-309-7366	1. How satisfied were you with the services and availability of the supplier providing bottled specialty or bulk gas services?	2.5	3	Up to 3 Points	2 / 3			We receive both Bottle and bulk gases, and on a scale of one through 10, I would give them a 10 - 3 points
	2. How long was the company in service?	2	2	>1 year 1 pt, >3 years - 2 pts	2 / 2			19 plus years , 2 points
	3. Did the scope of work include multiple site locations spread out geographically, i.e. greater than 20 miles apart in the area of coverage?	1.5	2	>1 site - 1 pt >20mi apart >3 sites - 2 pts >20 miles apart	1 / 2			Yes we have locations across the U.S. 2 pts
	4. Were there any issues (delivery, quality or commercial) that arose during the performance of the contract being performed and how well did the supplier handle these issues?	1.5	1	Multiple issues - 0 minor issues 1 pt no issues 2 pt	1 / 2			Only minor issue and they were taken care of right away. - 1 pt
	5. Did the Service Provider perform bottle refurbishment ?, if Yes, were you satisfied with the service?	2	0	Yes - 2, No - 0 points, Yes, however issues 1 point	0 / 2			They only replace bottles for us. 0 pts
	6. Were bottles or bulk gas delivered in timely manner upon request?	1.5	2	Yes, No issues - 2 points Yes, minor issue - 1 pt No - issues - 0 pts	1 / 2			Yes - 2 pts
	7. Was pricing stable during the performance of the contract?	2	2	Yes 2 points Some pricing problem 1 pt No pricing stability -0 pt	2 / 2			Pricing was to the letter of our agreement. 2 pts
Bidder	Questions for Evaluation	JEA - Kalina	Seminole Electric Mr. Lake llake@seminole-electric.com 386-328-9255		JEA - Kalina		Seminole Electric Mr. Lake llake@seminole-electric.com 386-328-9255	
Nexair (Praxair)Chuck Duckchuck.duck@n exair.com	1. How satisfied were you with the services and availability of the supplier providing bottled specialty or bulk gas services?	1	3	Up to 3 Points	1			
	2. How long was the company in service?	2	2	>1 year 1 pt, >3 years - 2 pts	2			
	3. Did the scope of work include multiple site locations spread out geographically, i.e. greater than 20 miles apart in the area of coverage?	2	1	>1 site - 1 pt >20mi apart >3 sites - 2 pts >20 miles apart	2			
	4. Were there any issues (delivery, quality or commercial) that arose during the performance of the contract being performed and how well did the supplier handle these issues?	0	2	Multiple issue - 0 minor issues 1 pt no issues 2 pt				We were overbilled for demurage cylinders that we didn't have on-site at all 3 plants (0 points)
	5. Did the Service Provider perform bottle refurbishment ?, if Yes, were you satisfied with the service?	1	0	Yes - 2, No - 0 points, Yes, however issues 1 point				Yes, 0 points
	6. Were bottles or bulk gas delivered in timely manner upon request?	1	2	Yes, No issues - 2 points Yes, minor issue - 1 pt No - issues - 0 pts				Mostly. However they were not able to provide CEMS gases as needed 1
	7. Was pricing stable during the performance of the contract?	1	2	Yes 2 points Some pricing problem 1 pt No pricing stability -0 pt				Their billing dept would go months in between sending demurge invoices.

Bidder	Questions for Evaluation	FPL Melanie Rudy melanie.rudy@fpl.com 772-467-7623	Orange County Utilities Any.gilliam@ocfl.net 407-254-9551		FPL Melanie Rudy melanie.rudy@fpl.com 772-467-7623	Orange County Utilities Todd Jackson, todd.jackson@ocfl.net 407-836-5635
Matheson - TriGas Inc, Pat Odonnell, podonnell@matheso ngas.com, 386-752- 9173	1. How satisfied were you with the services and availability of the supplier providing bottled specialty or bulk gas services?	3	2	Up to 3 Points	They've been great to work with	Good quality, 1 issue with Argon - Heavy gas, contaminated with Krypton
	2. How long was the company in service?	2	1	>1 year 1 pt, >3 years - 2 pts	over 3 years	15 months
	3. Did the scope of work include multiple site locations spread out geographically, i.e. greater than 20 miles apart in the area of coverage?	2	1	>1 site - 1 pt >20mi apart >3 sites - 2 pts >20 miles apart	multiple locations in multiple states	1 Location
	4. Were there any issues (delivery, quality or commercial) that arose during the performance of the contract being performed and how well did the supplier handle these issues?	1	1	Multiple issues - 0 minor issues 1 pt no issues 2 pt	Only minor issues	Payments on Demurrage and payment issues, we can't get invoices fixed
	5. Did the Service Provider perform bottle refurbishment ?, if Yes, were you satisfied with the service?	0	0	Yes - 2, No - 0 points, Yes, however issues 1 point	No Refurbishment	no refurbishment
	6. Were bottles or bulk gas delivered in timely manner upon request?	2	0	Yes, No issues - 2 points Yes, minor issue - 1 pt No - issues - 0 pts	Yes - 2 points	2
	7. Was pricing stable during the performance of the contract?	2	2	Yes 2 points Some pricing problem 1 pt No pricing stability -0 pt	Yes, Fixed Pricing, we've been able to negotiate out Demurrage	stable pricing / Good

Appendix B - Bid Forms  
**1410275453 – Supply of Industrial Gases for JEA**

Submit the electronic response

Company Name: nexAir LLC

Company's Address: 2312 West beaver St. Jacksonville Fl. 32209

License Number: TIN# 62 136 6439

Phone Number: 904-753-4825 FAX No: \_\_\_\_\_ Email Address: chuck.duck@nexair.com

<b>BID SECURITY REQUIREMENTS</b> <input checked="" type="checkbox"/> None required <input type="checkbox"/> Certified Check or Bond Five Percent (5%)	<b>TERM OF CONTRACT</b> <input type="checkbox"/> One Time Purchase <input checked="" type="checkbox"/> Annual Requirements Five (5) Years w/Two (2) – 1Yr Renewals <input type="checkbox"/> Other, Specify - Project Completion
---	--

<b>SAMPLE REQUIREMENTS</b> <input checked="" type="checkbox"/> None required <input type="checkbox"/> Samples required prior to Bid Opening <input type="checkbox"/> Samples may be required subsequent to Bid Opening	<b>SECTION 255.05, FLORIDA STATUTES CONTRACT BOND</b> <input checked="" type="checkbox"/> None required <input type="checkbox"/> Bond required 100% of Bid Award
---	--

<b>QUANTITIES</b> <input type="checkbox"/> Quantities indicated are exacting <input checked="" type="checkbox"/> Quantities indicated reflect the approximate quantities to be purchased Throughout the Contract period and are subject to fluctuation in accordance with actual requirements.	<b>INSURANCE REQUIREMENTS</b> <p align="center"><b>Insurance required</b></p>
--	--

**PAYMENT DISCOUNTS**  
 1% 20, net 30  
 2% 10, net 30  
 Other \_\_\_\_\_  
 None Offered

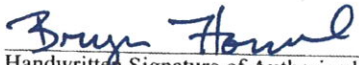
Item No.	ENTER YOUR BID FOR THE FOLLOWING DESCRIBED ARTICLES OR SERVICES: 1410275453 – 21 – Supply of Industrial Gases from the Appendix B Bid Workbook	TOTAL BID PRICE
1	<b>Subtotal for Specialty Gases</b>	\$ <u>87,103.27</u>
2	<b>Subtotal Standard Gases</b>	\$ <u>737,318.33</u>
3	<b>Subtotal for Equipment Rentals</b>	\$ <u>234,130.00</u>
<b>Total Bid Price (Total of Lines 1 – 3 above)</b>		\$ <u>1,058,551.60</u>

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 \_\_\_\_\_  
 \_\_\_\_\_ 4 through \_\_\_\_\_ 4 \_\_\_\_\_

  
 Handwritten Signature of Authorized Officer of Company or Agent

3-23-2021  
 Date



Bryan Howard VP/Area Sales Manager  
Printed Name and Title

### MINIMUM QUALIFICATIONS

THE MINIMUM QUALIFICATIONS SHALL BE SUBMITTED ON THIS FORM. IN ORDER TO BE CONSIDERED A QUALIFIED BIDDER BY JEA YOU MUST MEET THE MINIMUM QUALIFICATIONS LISTED BELOW, AND BE ABLE TO PROVIDE ALL THE SERVICES LISTED IN THIS SOLICITATION.

THE BIDDER MUST COMPLETE THE BIDDER INFORMATION SECTION BELOW AND PROVIDE ANY OTHER INFORMATION OR REFERENCE REQUESTED. THE BIDDER MUST ALSO PROVIDE ANY ATTACHMENTS REQUESTED WITH THIS MINIMUM QUALIFICATIONS FORM.

### BIDDER INFORMATION

COMPANY NAME: nexAir LLC

BUSINESS ADDRESS: 2312 West Beaver St.

CITY, STATE, ZIP CODE: Jacksonville Fl. 32209

TELEPHONE: 904-753-4825

E-MAIL: chuck.duck@nexair.com

PRINT NAME OF AUTHORIZED REPRESENTATIVE: Bryan Howard

SIGNATURE OF AUTHORIZED REPRESENTATIVE: Bryan Howard

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE: Bryan Howard VP/Area Sales Manager

The Bidder shall have successfully completed two (2) similar service contracts in the United States in the past five (5) years date ending the bid due date.

- o A similar service contract is defined as the delivery of industrial and/or laboratory gases in the amount of \$200,000.00 for any one (1) year period for each service contract. The service contracts submitted must be from different customers.



Appendix B - Bid Forms  
**1410275453 – Supply of Industrial Gases for JEA**

Submit the electronic response

Company Name: Matheson Tri-Gas, Inc. \_\_\_\_\_

Company's Address: 2438 East Duval St. Lake City, FL 3205 \_\_\_\_\_

License Number: 74-2460354 \_\_\_\_\_

Phone Number: 386-752-9173 \_\_\_\_\_ FAX No: 386-755-2554\_\_ Email Address: podonnell@mathesongas.com \_\_\_\_\_

<b>BID SECURITY REQUIREMENTS</b> <input checked="" type="checkbox"/> None required <input type="checkbox"/> Certified Check or Bond Five Percent (5%)	<b>TERM OF CONTRACT</b> <input type="checkbox"/> One Time Purchase <input checked="" type="checkbox"/> Annual Requirements Five (5) Years w/Two (2) – 1Yr Renewals <input type="checkbox"/> Other, Specify - Project Completion
---	--

<b>SAMPLE REQUIREMENTS</b> <input checked="" type="checkbox"/> None required <input type="checkbox"/> Samples required prior to Bid Opening <input type="checkbox"/> Samples may be required subsequent to Bid Opening	<b>SECTION 255.05, FLORIDA STATUTES CONTRACT BOND</b> <input checked="" type="checkbox"/> None required <input type="checkbox"/> Bond required 100% of Bid Award
---	--

<b>QUANTITIES</b> <input type="checkbox"/> Quantities indicated are exacting <input checked="" type="checkbox"/> Quantities indicated reflect the approximate quantities to be purchased Throughout the Contract period and are subject to fluctuation in accordance with actual requirements.	<b>INSURANCE REQUIREMENTS</b>  <p align="center"><b>Insurance required</b></p>
--	--

**PAYMENT DISCOUNTS**  
 1% 20, net 30  
 2% 10, net 30  
 Other \_\_\_\_\_  
 None Offered

Item No.	ENTER YOUR BID FOR THE FOLLOWING DESCRIBED ARTICLES OR SERVICES: 1410275453 – 21 – Supply of Industrial Gases from the Appendix B Bid Workbook	TOTAL BID PRICE
1	<b>Subtotal for Specialty Gases</b>	\$ 41,897.00 _____
2	<b>Subtotal Standard Gases</b>	\$ 24,318.88 _____
3	<b>Subtotal for Equipment Rentals</b>	\$ 114,993.00 _____
<b>Total Bid Price (Total of Lines 1 – 3 above)</b>		\$ 181,208.88 _____

**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 \_\_\_ 3 \_\_\_

  
 \_\_\_\_\_  
 Handwritten Signature of Authorized Officer of Company or Agent

3/22/21  
 \_\_\_\_\_  
 Date

Pat O'Donnell, Region General Manager  
 Printed Name and Title

Appendix B - Bid Forms  
**1410275453 – Supply of Industrial Gases for JEA**

Submit the electronic response

Company Name: AIRGAS USA, LLC \_\_\_\_\_

Company's Address: 5249 Tampa West Blvd, Tampa Florida 33634 \_\_\_\_\_

License Number: \_\_\_\_\_

Phone Number: 813.884.4232 FAX No: \_\_\_\_\_ Email Address: seth.stanley@airgas.com \_\_\_\_\_

**BID SECURITY REQUIREMENTS**

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

**TERM OF CONTRACT**

- One Time Purchase
- Annual Requirements Five (5) Years w/Two (2) – 1Yr Renewals
- 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

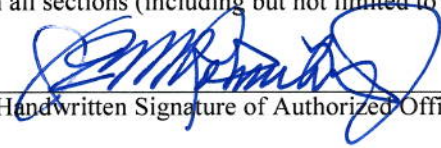
Item No.	ENTER YOUR BID FOR THE FOLLOWING DESCRIBED ARTICLES OR SERVICES: 1410275453 – 21 – Supply of Industrial Gases from the Appendix B Bid Workbook	TOTAL BID PRICE
1	<b>Subtotal for Specialty Gases</b>	\$ <u>45,014.88</u>
2	<b>Subtotal Standard Gases</b>	\$ <u>1,068,847.91</u>
3	<b>Subtotal for Equipment Rentals</b>	\$ <u>127,875.00</u>
<b>Total Bid Price (Total of Lines 1 – 3 above)</b>		\$ <u>1,241,737.79</u>

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 \_\_\_\_\_

  
 Handwritten Signature of Authorized Officer of Company or Agent

4/12/2021  
 Date

\_\_\_\_\_ through \_\_\_\_\_

**J Edwin Robertson, Jr**  
**President**  
**Airgas USA, LLC - South Region**

Printed Name and Title

**MINIMUM QUALIFICATIONS**

**THE MINIMUM QUALIFICATIONS SHALL BE SUBMITTED ON THIS FORM. IN ORDER TO BE CONSIDERED A QUALIFIED BIDDER BY JEA YOU MUST MEET THE MINIMUM QUALIFICATIONS LISTED BELOW, AND BE ABLE TO PROVIDE ALL THE SERVICES LISTED IN THIS SOLICITATION.**

**THE BIDDER MUST COMPLETE THE BIDDER INFORMATION SECTION BELOW AND PROVIDE ANY OTHER INFORMATION OR REFERENCE REQUESTED. THE BIDDER MUST ALSO PROVIDE ANY ATTACHMENTS REQUESTED WITH THIS MINIMUM QUALIFICATIONS FORM.**

**BIDDER INFORMATION**

COMPANY NAME: Airgas USA LLC

BUSINESS ADDRESS: 5249 Tampa West Blvd.

CITY, STATE, ZIP CODE: Tampa, Florida 33634

TELEPHONE: 813.884.4232

E-MAIL: Edwin.robertson@airgas.com

PRINT NAME OF AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

SIGNATURE OF AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE: Edwin Robertson, PRESIDENT

The Bidder shall have successfully completed two (2) similar service contracts in the United States in the past five (5) years date ending the bid due date.

- A similar service contract is defined as the delivery of industrial and/or laboratory gases in the amount of \$200,000.00 for any one (1) year period for each service contract. The service contracts submitted must be from different customers.



# 1410275453 Industrial and Laboratory Gas Supply

## SECTION 1 -- Pure and Specialty Gases

Estimated Usage for Springfield Laboratory and Northside Generating Station Fuels Lab

(Reference: Technical Specifications-- Paragraph 6)

Item #	Cylinder Content	DOT Cylinder Spec #; SCF Nominal Cylinder PSI; Cylinder Size (D x H)	Estimated 5-Year Order SCF (A)	Price per SCF (all-inclusive) (B)	Total Cost A x B
1.1	Air Zero Grade < 1.0 ppm THC	3AA2400; 310 ft <sup>3</sup> 2400 psig 9.25" x 55"	620	\$ 0.1226	\$76.01
1.2	Argon Ultra High Purity > 99.999% purity < 0.5 ppm THC	3AA2400; 335 ft <sup>3</sup> 2640 psig 9.25" x 55"	34,505	\$ 0.1473	\$5,082.59
1.3	Helium Ultra High Purity > 99.999% purity < 0.5 ppm THC	3AA2400; 291 ft <sup>3</sup> 2640 psig 9.25" x 55"	76,242	\$ 0.3179	\$24,237.33
1.4	Hydrogen Ultra High Purity > 99.999% purity < 0.5 ppm THC	3AA2400; 261 ft <sup>3</sup> 2400 psig 9.25" x 55"	522	\$ 0.1644	\$85.82
1.5	Hydrogen Zero Grade > 99.995% purity < 0.5 ppm THC	3AA2400; 261 ft <sup>3</sup> 2400 psig 9.25" x 55"	261	\$ 0.06850	\$17.88
1.6	Nitrogen Ultra High Purity > 99.999% purity < 0.5 ppm THC	3AA2400; 304 ft <sup>3</sup> 2640 psig 9.25" x 55"	67,792	\$ 0.1281	\$8,684.16
1.7	Nitrogen Zero Grade > 99.998% purity < 0.5 ppm THC	3AA2400; 304 ft <sup>3</sup> 2640 psig 9.25" x 55"	304	\$ 0.0402	\$12.22
1.8	Oxygen Ultra High Purity > 99.993% purity < 0.5 ppm THC	3AA2400; 337 ft <sup>3</sup> 2640 psig 9.25" x 55"	37,744	\$ 0.0527	\$1,989.11
1.9	Oxygen Zero Grade >99.6% purity < 0.5 ppm THC	3AA2400; 337 ft <sup>3</sup> 2640 psig 9.25" x 55"	337	\$ 0.0267	\$9.00
1.10	Liquid Argon DEWAR Ultra High Purity > 99.999% purity	4L200; 5350 ft <sup>3</sup> DEWAR (230 psig) 20" x 61.5" (180L Micro Bulk)	80,217	\$ 0.0504	\$4,044.54
1.11	Liquid Argon DEWAR Ultra High Purity > 99.999% purity	4L292; 5230 ft <sup>3</sup> DEWAR (350 psig) 20" x 61.375"	5,230	\$ 0.0550	\$287.65

# 1410275453 Industrial and Laboratory Gas Supply

## SECTION 1 -- Pure and Specialty Gases

Estimated Usage for Springfield Laboratory and Northside Generating Station Fuels Lab

(Reference: Technical Specifications– Paragraph 6)

1.12	Liquid Nitrogen DEWAR Zero Grade > 99.998% purity < 0.5 ppm THC	4L200; 4430 ft <sup>3</sup> DEWAR (230 psig) 20" x 61.5"	4,430	\$ 0.0185	\$81.96
1.13	Liquid Nitrogen DEWAR Zero Grade > 99.998% purity < 0.5 ppm THC	4L292; 5350 ft <sup>3</sup> DEWAR (350 psig) 20" x 61.375"	5,350	\$ 0.0139	\$74.58
1.14	P10 (Methane/Argon) Ultra High Purity Nuclear Counter 10% +/- 1% of > 99.99% purity CH4; with balance of > 99.999% purity Argon	3AA2015; 241 ft <sup>3</sup> 2400 psig 9" x 51"  SPECIAL NOTE: Impurity Limits described in detail in Technical Specification	1,205	\$ 0.27556	\$332.05

<b>Total 5-Year Bid Subtotal for Specialty Gases (enter on Bid Form line 1)</b>	<b>\$45,014.88</b>
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Historical Spend			Portion of Available Budget Line assigned to this Scope of Supply							
Cost Center	Historical 5 year spend	Annual Average	Cost Center for New Bid	FY 21 - O&M Budget Line	FY 21 Amount (June - Sep 2021)	FY22	FY23	FY24	FY25	FY26 (8months)
HW30122	905,691.58	181,138.32	30122	346	\$ 40,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00
HW30140	45,272.23	9,054.45	30140	495	\$ 3,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 8,000.00
HWD0300	80,350.45	16,070.09	HWD0300	1203 - BL02	\$ 3,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 11,000.00
R12X30203	376,838.09	75,367.62	30203	FY21 - 584	\$ 30,000.00	\$ 85,000.00	\$ 85,000.00	\$ 85,000.00	\$ 85,000.00	\$ 80,000.00
R12X30300	10,000.00	2,000.00	30300	FY21 - 601, 606, exp type 1203	\$ 25,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 20,000.00
R12X30401	645,329.50	129,065.90	30401	633	\$ 140,000.00	\$ 150,000.00	\$ 150,000.00	\$ 160,000.00	\$ 160,000.00	\$ 110,000.00
R12X30403	67,536.88	13,507.38	30403	FY20 - 457 - FY 21 664	\$ 10,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 20,000.00
<b>Totals</b>	<b>2,180,131.61</b>	<b>436,026.32</b>	<b>Subtotals</b>		<b>\$ 251,000.00</b>	<b>\$ 520,000.00</b>	<b>\$ 520,000.00</b>	<b>\$ 530,000.00</b>	<b>\$ 530,000.00</b>	<b>\$ 449,000.00</b>
<b>Budget Estimate</b>					<b>\$ 2,800,000.00</b>					
<b>Supplier</b>			<b>Bid Base</b>	<b>As Percent</b>	<b>Award based on Budget &amp; Percent split</b>		<b>Round down Award Amount</b>		<b>FY21 remain</b>	
Nexair			1,354,685.62	80%	\$ 2,240,000.00					
Airgas			179,643.45	10%	\$ 280,000.00				\$ 251,000.00	
Matheson Trigas			181,208.87	10%	\$ 280,000.00					



## Formal Bid and Award System

Award #3 May 13, 2021

**Type of Award Request:** MISCELLANEOUS  
**Request #:** 152  
**Requestor Name:** Davis, Deanna L. - Manager Development  
**Requestor Phone:** (904) 665-8451  
**Project Title:** 2020-3909 Conservation Trail Extension  
**Project Number:** 167-W, 167-R, 167-S  
**Project Location:** JEA  
**Funds:** Capital  
**Award Estimate:** \$1,193,391.00

### Scope of Work:

The Nocatee Conservation Trail Extension project is part of the Nocatee Utility Service Agreement dated December 6, 2004 and subsequent amendments, which outlines that certain JEA system improvements are reimbursable to the Developer. Per Exhibit D of this Agreement, JEA will reimburse the Developer, Sonoc Company LLC, for the improvements associated with the Nocatee Conservation Trail Extension project. This request includes approximately 2,750 linear feet (LF) of 16-inch water main, 2,750 LF of 16-inch reclaimed main, 2,750 LF of 12-inch force main.

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

### RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
SONOC COMPANY LLC/JOHN WOODY, INC.	Nicole Bolatete	BolateteN@etminc.com	c/o England-Thims & Miller, Inc., 14775 Old St. Augustine, Rd, Jacksonville FL 32258	(904) 265-3162	\$782,944.00

**Amount for entire term of Contract/PO:** \$782,944.00  
**Award Amount for remainder of this FY:** \$782,944.00  
**Length of Contract/PO Term:** Project Completion  
**Begin Date (mm/dd/yyyy):** 06/01/2021  
**End Date (mm/dd/yyyy):** Project Completion (Estimated: August 2021)  
**JSEB Requirement:** N/A - Developer reimbursement

### BIDDERS:

Name	Amount
SONOC COMPANY LLC/JOHN WOODY, INC.	\$782,944.00
VALLENCOURT CONSTRUCTION CO INC.	\$922,609.61

**Background/Recommendations:**


The Nocatee Conservation Trail Extension project is part of the Nocatee Utility Service Agreement dated December 6, 2004 and subsequent amendments, which outlines that certain JEA system improvements are reimbursable to the Developer. Per Exhibit D of this Agreement, JEA will reimburse the Developer, Sonoc Company LLC, for the improvements associated with the Nocatee Conservation Trail Extension project. This request includes approximately 2,750 linear feet (LF) of 16-inch water main, 2,750 LF of 16-inch reclaimed main, 2,750 LF of 12-inch force main.

The developer requested bids for all the utility work and the project was awarded based upon the lowest lump sum total. The Sonoc Company publically bid the project and only received two Bids. All of the Bidders to the Sonoc Company, LLC are listed above, with John Woody, Inc. being the lowest Bidder. JEA authorized a Bid Alternate for a 12" reuse main instead of the 16" main. This resulted in a total bid of \$782,944.00 (\$825,379.00 Bid minus \$292,095.00 deduction for the 16" reuse main plus \$249,660.00 for the 12" reuse main). The bid is approximately 34% less than JEA's estimate and deemed acceptable. The low bidder is the current contractor on this development, and therefore can provide JEA lower mobilization and contractor coordination costs on this project.

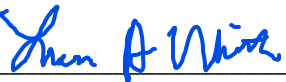
Request approval to award a contract to the developer, Sonoc Company LLC, for the construction of the water main and reclaimed water main by John Woody, Inc. for the Nocatee Conservation Trail Extension in the amount of \$782,944.00, subject to the availability of lawfully appropriated funds.

**Director:** Zammataro, Robert J. (Rob) - Dir W/WW Planning & Development  
**VP:** Vu, Hai X. - VP Water Wastewater Systems

**APPROVALS:**

 05/13/2021

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

 5/13/21

**Budget Representative** **Date**



**PROPOSAL**  
**(Official Bid Form)**  
**FOR**  
**CONSERVATION TRAIL EXTENSION**  
**JEA WATER, REUSE AND FORCEMAIN IMPROVEMENTS**  
**FOR**  
**SONOC COMPANY, LLC, on behalf of JEA**

TO BE SUBMITTED TO:

SONOC COMPANY, LLC, on behalf of JEA  
C/O ENGLAND-THIMS & MILLER, INC.  
14775 Old St. Augustine Road  
Jacksonville, FL 32258

**on or before April 16, 2021 @ 3:00 P.M.**  
**PUBLIC OPENING**

TO: SONOC COMPANY, LLC

FROM: John Woody, Inc.  
(Contractor)

In accordance with the Request for Proposal inviting proposals for Conservation Trail Extension JEA Water, Reuse and Forcemain Improvements, the undersigned proposes to perform all work necessary to construct a complete utility system, including water main, reclaimed water main and forcemain, as shown on the plans released for bid and the Geotechnical Report prepared by ECS Florida, LLC, and in accordance with all JEA and St. Johns County requirements, JEA Standards and Specifications and the Florida Department of Environmental Protection Potable Water and Domestic Wastewater permits. Technical Project Specifications for this project is subject to the JEA specifications in publication at the time of bid. Please visit JEA.com for further information. Attention is called to the required coordination of the proposed work with the existing roadway work being conducted within this same corridor. Bidder is required to provide for close coordination and scheduling of the work with the existing site work currently being performed by Vallencourt Construction. It is imperative that Bidder take this coordination into account when preparing their bids. Substantial Completion shall be achieved within 90 calendar days, and Final Completion shall be achieved within 120 calendar days.

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



## References

### **Waterfall Way**

*Force Main, Water and Reuse Construction*

Florida Roads Contracting, LLC

10439 Alta Drive

Jacksonville, FL 32226

John Peiffer: [jpeiffer@floridaroadsllc.com](mailto:jpeiffer@floridaroadsllc.com)

Contract Amount: \$ 3,605,582.00

Completion Date: July 2017

### **Deep Creek Landing Subdivision**

*Water, Sewer, Reuse and Force Main Construction*

Sonoc Company, LLC

4314 Pablo Oaks Court

Jacksonville, FL 32224

Mike Daliberti: [miked@parcgroup.net](mailto:miked@parcgroup.net)

Contract Amount: \$ 3,161,721.70

Completion Date: March 2019

### **RG Skinner Parkway Phases I & II**

*Water, Sewer, Reuse & Force Main Construction*

E-Town Development, Inc.

4314 Pablo Oaks Ct.

Jacksonville, FL 32224

Mike Daliberti: [miked@parcgroup.net](mailto:miked@parcgroup.net)

Contract Amount: \$ 7,455,195.56

Completion Date: June 2019

**CONSERVATION TRAIL EXTENSION  
JEA WATER, REUSE AND FORCEMAIN IMPROVEMENTS**

**BID SUMMARY**

A. MOBILIZATION	\$ 3,400.00
B. PREVENTION CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION	\$ 100.00
C. WATER MAIN	\$ 310,228.00
D. RECLAIMED WATER MAIN	\$ 292,095.00
E. FORCEMAIN	\$ 186,901.00
F. UNSUITABLE MATERIAL REMOVAL AND REPLACEMENT	\$ 100.00
G. COORDINATION WITH OTHER ON-SITE CONTRACTORS	\$ 10.00
H. STORMWATER POLLUTION PREVENTION PLAN	\$ 100.00
I. TESTING	\$ 650.00
J. AS-BUILTS	\$ 23,000.00
K. CONTRACTOR EDUCATION REQUIREMENTS/NEWRAP	\$ 100.00
L. BONDING	\$ 8,695.00

**SUBTOTAL LUMP SUM BID (ITEMS A – L)**

**\$ 825,379.00**

M. BID ALTERNATE NO. 1: 12" REUSE MAIN INSTEAD OF 16"

\$ 249,660.00

**CONSERVATION TRAIL EXTENSION  
JEA WATER, REUSE AND FORCEMAIN IMPROVEMENTS**

**A. MOBILIZATION**

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

TOTAL LUMP SUM PRICE ITEM A:	
\$ 3,400.00	(Numerals)
Three Thousand Four Hundred Dollars	(Written)

**B. PREVENTION CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION**

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

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

**C. WATER MAIN**

Includes the construction of the 16" PVC JEA potable water main within the Conservation Trail Extension right of way, from the point of connection at Sta. 66+05+/- to Sta. 93+50+/-, as shown within the construction plans. Includes all pipe, valves, services, fittings, connection to the existing water distribution systems, pressure testing, flushing, disinfection, bacteriological testing, locate wires and appurtenances, plugs, backfill and compaction to JEA and St. Johns County Standards of material over the pipe, and the removal, disposal and replacement of any unsuitable material encountered and all other work (including dewatering) necessary to complete the installation of the system. Additionally, this work includes the acceptance testing, JEA warranty and maintenance and other items not specifically mentioned, but necessary for a complete and operable system as shown on the drawings and in accordance with the JEA and Florida Department of Environmental Protection requirements.

TOTAL LUMP SUM PRICE ITEM C:	
\$ 310,228.00	(Numerals)
Three Hundred Ten Thousand Two Hundred Twenty-Eight Dollars	(Written)

D. RECLAIMED WATER MAIN

Includes the construction of the 16" JEA reclaimed water main within the Conservation Trail Extension right of way, from the point of connection at Sta. 66+05+/- to Sta. 93+50+/-, as shown within the construction plans. Includes all pipe, valves, fittings, connection to the existing reclaim water distribution systems, pressure testing, flushing, locate wires and appurtenances, plugs, backfill and compaction to JEA and St. Johns County Standards of material over the pipe and the removal, disposal and replacement of any unsuitable material encountered and all other work (including dewatering) necessary to complete the installation of the system. This work also includes the acceptance testing, JEA warranty and maintenance and other items not specifically mentioned, but necessary for a complete and operable system as shown on the drawings and in accordance with the JEA and Florida Department of Environmental Protection requirements.

TOTAL LUMP SUM PRICE ITEM D:	
\$ 292,095.00	(Numerals)
Two Hundred Ninety-Two Thousand Ninety-Five Dollars	(Written)

E. FORCEMAIN

Includes the construction of the 12" JEA reclaimed water main within the Conservation Trail Extension right of way, from the point of connection at Sta. 66+10+/- to Sta. 93+50+/-, as shown within the construction plans. Includes all pipe, valves, fittings, connection to the existing forcemain, pressure testing, flushing, locate wires and appurtenances, plugs, backfill and compaction to JEA and St. Johns County Standards of material over the pipe and the removal, disposal and replacement of any unsuitable material encountered and all other work (including dewatering) necessary to complete the installation of the system. This work also includes the acceptance testing, JEA warranty and maintenance and other items not specifically mentioned, but necessary for a complete and operable system as shown on the drawings and in accordance with the JEA and Florida Department of Environmental Protection requirements.

TOTAL LUMP SUM PRICE ITEM E:	
\$ 186,901.00	(Numerals)
One Hundred Eighty-Six Thousand Nine Hundred One Dollars	(Written)

F. UNSUITABLE MATERIAL REMOVAL AND REPLACEMENT

Includes removal of all unsuitable material encountered, naturally occurring or otherwise, that is not included in regular utility excavation, as required for utility construction. Also includes replacement of removed unsuitable material with suitable fill, compacted in 12" lifts to 98% of the Modified Proctor maximum dry density, in accordance with the Report of Geotechnical Exploration. Suitable fill material shall be imported from offsite source(s) secured by the contractor and approved by Owner and Engineer. Excess Unsuitable Material shall be disposed of off-site at a location secured by the Contractor.

BASIS OF BID QUANTITY: 1,000 CUBIC YARDS

TOTAL BASIS OF BID PRICE ITEM F:	
\$ 100.00	(Numerals)
One Hundred Dollars	(Written)

G. COORDINATION WITH OTHER ON-SITE CONTRACTORS

The selected Utility Contractor shall re-establish all earthwork grades disturbed by the installed utilities (to within 0.1' of the grades established by the roadway contractor) upon completion of the utility installations. This grading work shall be accomplished in a timely manner so as not to delay the roadway contractor's project schedule. The Contractor shall coordinate with the roadway Contractor before, during and after construction to ensure that all proposed water and reclaim improvements and connections are installed as shown on the drawings and specifications and in accordance with JEA and Florida Department of Environmental Protection requirements. Additionally, contractor will be expected to coordinate with the roadway Contractor in such a way as to not impede their construction, and such coordination should be reflected in the project schedule and in the price reflected in this bid item. Contractor will be required to provide, in writing, a weekly status report to the roadway Contractor, Owner's representative and engineer depicting the portion of the water and reclaim improvements that were installed that week and the anticipated portion of the water and reclaim improvements to be installed in the week ahead. Contractor shall be responsible for any delay in the roadway Contractor's work due to lack of coordination and/or delays associated with the work herein.

TOTAL LUMP SUM PRICE ITEM G:	
\$ 10.00	(Numerals)
Ten Dollars	(Written)

H. STORMWATER POLLUTION PREVENTION PLAN

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

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

I. TESTING

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

TOTAL LUMP SUM PRICE ITEM I:	
\$ 650.00	(Numerals)
Six Hundred Fifty Dollars	(Written)

J. AS-BUILTS

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

TOTAL LUMP SUM PRICE ITEM J:	
\$ 23,000.00	(Numerals)
Twenty-Three Thousand Dollars	(Written)

K. CONTRACTOR EDUCATION REQUIREMENTS / NEWRAP

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

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

## L. BONDING

## L.1 PAYMENT AND PERFORMANCE BOND

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

SUB-TOTAL LUMP SUM PRICE ITEM L.1:	
\$ 8,595.00	(Numerals)
<u>Eight Thousand Five Hundred Ninety-Five Dollars</u>	(Written)

## L.2. CONTRACTOR'S WARRANTEE

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

SUB-TOTAL LUMP SUM PRICE ITEM L.2:	
\$ 100.00	(Numerals)
<u>One Hundred Dollars</u>	(Written)

TOTAL LUMP SUM PRICE ITEM L:	
\$ 8,695.00	(Numerals)
<u>Eight Thousand Six Hundred Ninety-Five Dollars</u>	(Written)

## M. BID ALTERNATE NO. 1: 12" REUSE MAIN INSTEAD OF 16"

Includes the construction of the 12" JEA reclaimed water main within the Conservation Trail Extension right of way, from the point of connection at Sta. 66+05+/- to Sta. 93+50+/-, as shown within the construction plans. Includes all pipe, valves, fittings, connection to the existing reclaim water distribution systems, pressure testing, flushing, locate wires and appurtenances, plugs, backfill and compaction to JEA and St. Johns County Standards of material over the pipe and the removal, disposal and replacement of any unsuitable material encountered and all other work (including dewatering) necessary to complete the installation of the system. This work also includes the acceptance testing, JEA warranty and maintenance and other items not specifically mentioned, but necessary for a complete and operable system as shown on the drawings and in accordance with the JEA and Florida Department of Environmental Protection requirements.

TOTAL LUMP SUM PRICE ITEM M:	
\$ 249,660.00	(Numerals)
<u>Two Hundred Forty-Nine Thousand Six Hundred Sixty Dollars</u>	(Written)



## GENERAL NOTES

1. The Contractor shall submit an initial construction schedule with the bid proposal that outlines time frames for major work items. This schedule shall demonstrate completion within the time frames specified in this Bid Proposal and be of sufficient detail to demonstrate the Contractor fully understands the scope of work.
2. Standard National Society of Professional Engineers (NSPE) contract documents as modified by the Owner will be used for the Contract and General Conditions.
3. The Owner will provide the following survey stakeout work for the Contractor on a one time basis. The Contractor must provide all other necessary survey work.
  - (1) Project Benchmarks
  - (2) Horizontal Control
4. Where so indicated in this Bid Proposal, lump sum prices shall be expressed (printed or typed) in words and numerals, and in the case of discrepancy between the two, the amount expressed in words shall govern.
5. The Contractor shall be responsible for, and his bid includes, coordinating the work necessary with JEA and any other Contractors on the site.
6. The Contractor shall be responsible for coordinating the work necessary to complete all final approvals and acceptances as required by the Owner, JEA, FDEP and St. Johns County.
7. The Contractor shall complete his work in a professional and workman-like manner typical of his industry. There shall be no sections or parts missing. Further, the work shall be complete and able to function for its intended use. The work must be continuous.
8. All storm drainage must be maintained during construction. If this does not occur, the Contractor will be responsible for any damage that may result.
9. The Contractor's attention is called to the attached Reports of Geotechnical Exploration prepared by ECS Florida. All construction shall be completed in accordance with this report. The entire site is available to any bidder for surface or subsurface investigation. In addition, the Geotechnical Exploration report identifies certain ground water depths. The bidders are cautioned that these depths may not be representative of conditions as they exist today and should be field verified.
10. Water, reuse and sewer as-builts must include elevation on all water/storm and water/sanitary crossings.
11. The Contractor must comply with and include in his bid all costs associated with compliance with the Florida Trench Safety Act.

12. BIDDER accepts all of the terms and conditions of the Request for Proposal and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for ninety (90) calendar days after the day of Bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within seven (7) calendar days after the date of OWNER's Notice of Award.
  
13. In submitting this Bid, BIDDER represent, as more fully set forth in the Agreement, that:
  - (a) 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, performance and furnishing of the Work.
  - (b) BIDDER is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
  - (c) BIDDER has carefully studied all 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 which have been identified in the Contract Documents. BIDDER acknowledges that OWNER and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site. BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by BIDDER and safety precautions and programs incident thereto. BIDDER does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.
  - (d) BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
  - (e) BIDDER has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

14. The Bidder agrees that the work to be performed under this Agreement shall commence no later than ten (10) days from the date of the Notice to Proceed and will be Substantially Completed within one hundred eighty (180) calendar days from the date the Contract Times commence to run as noted in the Notice to Proceed and completed and ready for Final Payment within two hundred ten (210) calendar days from the date the Contract Times commence to run as noted in the Notice to Proceed.

15. Not Used

16. BIDDER has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged:

No. 1 Date Received: 3-31-2021

No. 2 Date Received: 4-14-2021

No. \_\_\_\_\_ Date Received: \_\_\_\_\_

No. \_\_\_\_\_ Date Received: \_\_\_\_\_

No. \_\_\_\_\_ Date Received: \_\_\_\_\_

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

- (a) Attachment A – Bidder’s Sworn Affidavit;
- (b) Attachment B – List of Proposed Subcontractors;
- (c) Attachment C – Certificate of Compliance with Florida Trench Safety Act;
- (d) Letter of Qualification for Performance and Payment Bonds;
- (e) Contractor’s Licenses;
- (f) Initial Project Schedule.

18. Communications concerning this Bid shall be addressed to:

The address of the BIDDER indicated below:

P.O. Box 60218

Jacksonville, FL 32236

Telephone Number: 904-783-2411

19. Terms used in Bid which are defined in the General Conditions, Supplementary Conditions or Instructions will have the meanings indicated in the General Conditions, Supplementary Conditions or Instructions.
20. Technical Project Specifications - Specifications for this project is subject to the JEA Water and Sewer Standards in publication at the time of bid. Please visit JEA.com for further information.
21. Coordination of Work - Attention is called to the required coordination of the proposed work with the existing roadway work being conducted within this same corridor. Bidder is required to provide for close coordination and scheduling of the work with the existing site work currently being performed by Vallencourt Construction. It is imperative that Bidder take this coordination into account when preparing their bids.

We, the Undersigned, hereby declare that no person, persons, firm, or corporation, other than the undersigned, are interested in this proposal as principals and that this Proposal is made without collusion with any person, firm, or corporation.

CORPORATE/COMPANY

Company Name: John Woody, Inc. (Seal)

By:  Michael Woodall  
(Name typed or printed)

By: \_\_\_\_\_  
(Name typed or printed)

Address: P.O.Box 60218, Jacksonville, FL 32236

Telephone No: ( 904 ) 783-2411 Fax No.: (904-0881)

State Contractor License Number: CUC040091

Federal I.D. Tax Number. 59-1896667

INDIVIDUAL

Name: \_\_\_\_\_  
(Signature) (Name typed or printed) (Title)

Address: \_\_\_\_\_

Telephone No.: (\_\_\_\_) \_\_\_\_\_

Federal L D. D. Tax Number: \_\_\_\_\_

ATTACHMENT A

BIDDER'S SWORN AFFIDAVIT

TO: SONOC COMPANY, LLC

At the time the proposal is submitted, the Bidder shall attach to his Bid a sworn statement.

This sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association, or corporation submitting the proposal, and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF Florida COUNTY OF Duval  
Before me, the Undersigned authority, personally appeared  
who being duly sworn, deposes and says he is President of John Woody, Inc.  
(Title) (Firm)

The Bidder submitting the attached proposal for the work covered by the Documents in  
Bid No: Conservation Trail Extension – Water, Reuse and Forcemain Improvements

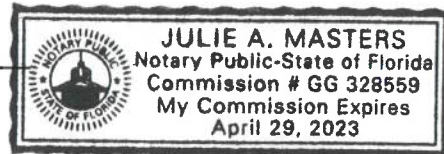
The affiant further states that no more than one proposal for the above-referenced project will be submitted from the individual, his firm or corporation under the same or different name, and that such Bidder has no financial interest in the firm of another bidder for the same work. That he, his firm, association or corporation has neither directly, nor indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this firm's Bid on the above-described project. Furthermore, neither firm nor any of its officers are barred from participating in public contract lettings in the State of Florida or any other state.

John Woody, Inc.  
(Bidder)  
By: [Signature]  
President  
(Title)

Sworn and subscribed to me this 16<sup>th</sup> day  
of April, 2021

Notary Public  
Signature [Signature]  
Printed Julie A. Masters

My commission Expires:  
4/29/2023



NOTE: This form must be completed and attached to the Bidder's Bid Proposal

## ATTACHMENT B

### LIST OF PROPOSED SUBCONTRACTORS

List shall include the name of each Subcontractor where the amount of their work exceeds five percent (5%) of the Contract Price. Indicate percentage of Contract Price for each subcontractor listed. Attach additional information as needed.

#### Subcontractor No. 1

Name: N/A  
Description of Work:  
Percent of Contract Price:  
Previous Experience Together:

#### Subcontractor No. 2

Name: N/A  
Description of Work:  
Percent of Contract Price:  
Previous Experience Together:

#### Subcontractor No. 3

Name: N/A  
Description of Work:  
Percent of Contract Price:  
Previous Experience Together:

#### Subcontractor No. 4

Name: N/A  
Description of Work:  
Percent of Contract Price:  
Previous Experience Together:

#### Subcontractor No. 5

Name: N/A  
Description of Work:  
Percent of Contract Price:  
Previous Experience Together:

Note: This form must be completed and attached to the Bidder's Bid Proposal.

**ATTACHMENT C**

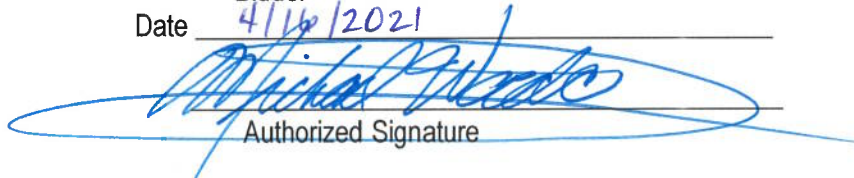
**CERTIFICATE OF COMPLIANCE WITH FLORIDA TRENCH SAFETY ACT**

Bidder acknowledges that he is solely responsible for complying with the Florida Trench Safety Act (ACT) and Occupational Safety and Health Administrations excavation safety standard 29 CFR 1926.650 (Subpart P as amended). Bidder further acknowledges that included in the various items of the proposal and in the Total Aggregate Lump Sum Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990 and the Occupational Safety and Health Administrations excavation safety standard.

By: John Woody, Inc.

Bidder

Date 4/16/2021

  
Authorized Signature

NOTE: This form must be completed and attached to the Bidder's Bid Proposal





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



**WOODALL, MICHAEL**

JOHN WOODY INC

PO BOX 60218

JACKSONVILLE

FL 32236-0218

LICENSE NUMBER: CUC040091

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at [MyFloridaLicense.com](http://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.







CONSTRUCTION UNDERWRITERS, INC.  
4168 Southpoint Pkwy Ste 305 Jacksonville, FL 32216  
(904) 296-3331 Phone (904) 296-1314 Fax

March 23, 2021

Re: **JOHN WOODY, INC. - Contractor**

To Whom It May Concern:

It has been our pleasure to provide surety credit for JOHN WOODY, INC. for many years. We have never been called upon for a bond, which we have not gladly provided, nor do we anticipate the contractor to undertake any project that we would hesitate to bond because of its size or nature.

Currently, JOHN WOODY, INC. has surety credit established with Continental Casualty Company, an AM Best Rated Company of A, XV, in excess of \$25 million for single projects and an aggregate work program in excess of \$50 million.

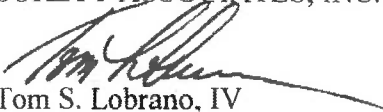
We would foresee no problem in providing the necessary 100% performance and payment bonds to JOHN WOODY, INC. This commitment is contingent upon an acceptable contract to JOHN WOODY, INC. and Continental Casualty Company.

We regard this firm as one of the outstanding firms in the construction industry and we feel the principals of JOHN WOODY, INC. possess broad experience, financial responsibility and high integrity. Without reservation, we highly recommend JOHN WOODY, INC.

If we can provide any additional information, please do not hesitate to call.

Sincerely,

SURETY ASSOCIATES, INC.



Tom S. Lobrano, IV

TSL

## DEVELOPER AND UTILITY SERVICE AGREEMENT

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

### RECITALS:

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

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

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

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

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

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

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

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

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

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

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

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

2.9 "FDOT means the Florida Department of Transportation.

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

2.11 "JEA Onsite Improvements" means that portion of the Water, Sewer, and Reclaimed Water facilities to be constructed within the Nocatee Property (excluding the JEA System Improvements) at the expense of the JEA as conceptually described on the attached **Exhibit "D,"** and which will extend or expand the JEA System to provide Water, Sewer, and Reclaimed Water service to the Nocatee Property, as may be modified by JEA within one hundred and twenty (120) days from the date hereof, at its expense, to provide for integration of the JEA Onsite Improvements unto the JEA System Improvements, which modifications shall be subject to the prior written approval of the Developer, which approval shall not be unreasonably withheld.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



distribution force mains, meters and other appurtenant facilities for the provision of piped reclaimed water onto the Nocatee Property.

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

3.1 The Developer shall cause Developer's Engineer to design, in accordance with JEA standards, and produce and submit to JEA for its review and written approval prior to construction, graphic plans and specifications for the construction of the Developer Onsite Improvements and JEA Onsite Improvements. The Plans and Specifications may be limited to the improvements necessary to serve only the first Development Unit or Development Units and Plans and Specifications for subsequent Development Units may be furnished from time to time for JEA's review and written approval prior to construction of subsequent Development Units. Each such Development Unit, however, shall conform to the Nocatee Capacity and Phasing Schedule. The Developer may modify the Nocatee Capacity and Phasing Schedule with the prior written consent of JEA, which consent shall not be unreasonably withheld. Upon satisfactory completion of the plan review process, a minimum of five (5) sets of signed and sealed engineering plans must be submitted to JEA Environmental Services for FDEP permit processing.

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

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

Improvements and will submit to JEA one copy of each permit issued for the project, e.g.: FDEP, SJRWMD, applicable FDOT, County right-of-way permits, railroad crossing approvals, etc.

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

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

3.6 Developer shall cause its contractor to provide a payment and performance bond for the benefit of Developer and JEA prior to commencement of construction of the JEA Onsite Improvements. Upon completion of at least 50% of the total work to be performed under an applicable contract, and satisfactory review and approval of the Developer's application for payment by JEA's construction inspector, not later than thirty (30) days from the submittal to JEA of the approved application for payment in satisfactory form, JEA shall make a fifty percent (50%) progress payment on account of the contract price as to JEA Onsite Improvements. This fifty percent (50%) payment shall be measured by the Schedule of Values. Upon satisfactory completion of

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

3.7 If the duty to construct any JEA Onsite Improvements is assigned to any CDD pursuant to Section 12.1 hereof, such CDD shall solicit bids for construction of improvements in accordance with Section 255.20, Florida Statutes, and any contractor awarded a contract shall be required to provide a bond required pursuant to Section 255.05, Florida Statutes, for the benefit of JEA and the CDD prior to commencement of construction of such improvements. If JEA shall elect pursuant to Section 3.5 above to have such CDD (as assignee of Developer) construct such improvements, then in lieu of the fifty percent (50%) progress payments provided for in Section 3.6 above, JEA, upon satisfactory review of applications for payment submitted by such CDD, shall make progress payments upon request of such CDD in accordance with the payment procedures set forth in the construction contract for such JEA Onsite Improvements and based on a Schedule of Values.

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

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

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

3.10 Upon acceptance by JEA of any Developer Onsite Improvements or JEA Onsite Improvements, such Improvements shall become a part of the JEA System and the Developer shall surrender control of such improvements and execute and deliver to JEA all documents or instruments necessary for that purpose, including but not limited to, a bill of sale and a waiver and release of lien both in form customarily acceptable to JEA. If the Developer shall fail or refuse to do so, then JEA shall be entitled to specifically enforce the provisions of this Subsection against the Developer. JEA's right to specific performance shall not limit JEA's right to any other remedy allowed by this Agreement or applicable law.

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

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

5. Grant of Easements and Plant Sites.

5.1 Developer shall grant to JEA, its successors and assigns, the non-exclusive, perpetual right, privilege and easement to construct, reconstruct, operate, maintain, repair, replace; improve, alter, remove, relocate and inspect water and reclaimed water transmission and distribution mains, wastewater collection mains, pipelines, lateral lines, valves, connections and appurtenant equipment over, across and under the land where the system lies on the Nocatee Property, together with the right of ingress and egress. The easement rights granted with respect to public places shall be subject to the authority of the public authority having jurisdiction over such public places. Prior to JEA providing service to the development, Developer shall execute a grant or grants of easement in recordable form to be approved by JEA, specifically granting to JEA the above rights necessary, in the discretion of JEA, to provide Water, Sewer and Reclaimed Water service to the Nocatee Property. Nothing contained in this Agreement

shall prevent Developer or any subsequent owner of the Nocatee Property from granting exclusive or non-exclusive rights, privileges or easements to any other parties for furnishing utility services other than water, reclaimed water or wastewater, provided that JEA's use, occupancy and enjoyment of its easements shall be maintained so as to allow JEA to provide the utility service contemplated under this Agreement. JEA shall not be obligated to furnish any Water, Reclaimed Water or Wastewater Service to any building which may be built on the Nocatee Property to which it does not have access. All easements granted to JEA by Developer shall be non-exclusive and shall reserve to the Developer all uses of the surface and subsurface areas that do not unreasonably interfere with JEA's installations.

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

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

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

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

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

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

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

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

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

7.6 In the performance of its obligations under this Agreement, JEA shall comply with those provisions of the Nocatee Environmental Water Resource Plan ("NEWRAP") as identified on **Exhibit "F"** attached hereto and made a part hereof and at the expense of JEA, shall implement the education provisions thereof.

8. Covenant not to Engage in Utility Business. As a further consideration for this Agreement, so long as this Agreement remains in effect and JEA provides the Water and Sewer Capacity and Reclaimed Water Capacity to the Nocatee Property in accordance with the terms of this Agreement, neither Developer nor its affiliates, their successors or assigns as owners of any portion of the Nocatee Property shall engage in the business of providing Water, Sewer or Reclaimed Water Capacity to the Nocatee



Property, it being the intention of the parties that the foregoing provision shall be a covenant running with the land and it being intended that the JEA shall have the sole and exclusive right and privilege to provide Water and Sewer Capacity and Reclaimed Water Capacity to the Nocatee Property and to the occupants of each residence, building or unit constructed on the Nocatee Property so long as JEA is not in default under this Agreement and this Agreement remains in full force and effect.

9. Limitations on Liability.

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

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

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

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

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

11. Notice. Any notices required or allowed to be delivered under this Agreement shall be in writing and shall be deemed to be delivered when (1) hand delivered to the official designated below, or (2) upon such receipt of such notice when deposited in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, addressed to a party at the address set forth under the parties name below or at such other address as the party shall have specified by written notice to the other party delivered in accordance with this Agreement:

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

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

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

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

12. Assignments.

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

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

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

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

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

16. Representations and Warranties.

16.1 Developer makes the following representations:

16.1.1 Developer is a limited liability company duly organized, validly existing and in good standing in the State of Delaware, is authorized to do business in the State, and has all requisite corporate power and authority to enter into and fully perform this agreement.

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

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

16.2 JEA makes the following representations:

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

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

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

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

FORM APPROVED BY:

JEA:

JEA

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

FORM APPROVED BY  
THE OFFICE OF  
GENERAL COUNSEL

By: Gayle Petrie  
Gayle Petrie  
Assistant General Counsel

DEVELOPER:

SONOC COMPANY, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print or Type Name  
\_\_\_\_\_  
Title

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

FORM APPROVED BY:

JEA:

JEA

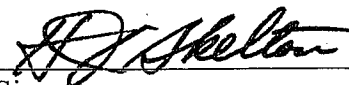
By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print or Type Name  
\_\_\_\_\_  
Title

FORM APPROVED BY  
THE OFFICE OF  
GENERAL COUNSEL

By: \_\_\_\_\_  
Gayle Petrie  
Assistant General Counsel

DEVELOPER:

SONOC COMPANY, LLC,  
a Delaware limited liability company

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

## LIST OF EXHIBITS

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



**EXHIBIT "A"**

Property

February 8, 2001  
Revised Boundary

Work Order No. S98-354

Legal Description

NOCATEE

DUVAL COUNTY, FLORIDA

TRACT "A"

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

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

August 6, 1999

Work Order No. S98-354

Legal Description

NOCATEE

ST. JOHNS COUNTY, FLORIDA

TRACT "B"

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

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

November 11, 1999

Work Order No. S98-354

Legal Description

TRACT "C"

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

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

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

May 6, 1999

Work Order No. S98-354

Legal Description

TRACT "D"

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

For Point of Reference, commence at the Southwest corner of Section 32, Township 4 South, Range 29 East, and run North  $89^{\circ} 27' 34''$  East, along the Southerly line of said Township, a distance of 14,134.03 feet to its point of intersection with the Westerly right of way line of Florida East Coast Canal (Intracoastal Waterway) as recorded in Map Book 4, Pages 63 through 78, Public Records of St. Johns County, Florida and the Point of Beginning.

From the Point of Beginning thus described, run North  $25^{\circ} 45' 44''$  West along said Westerly right of way line, a distance of 2,500.00 feet; run thence South  $49^{\circ} 50' 45''$  West, departing said line, a distance of 3,546.61 feet to a point on aforesaid Southerly Township line; run thence North  $89^{\circ} 27' 34''$  East, along said Township line, a distance of 3,798.13 feet to the Point of Beginning.

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

November 16, 1999

Work Order No. S98-354

Legal Description

TRACT "E"

Parcel 1

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

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

November 11, 1999

Work Order No. S98-354

Legal Description

TRACT "E"

Parcel 2

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

January 13, 2000

Work Order No. S98-354

Legal Description

TRACT "F"

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

Less and except the following described parcel:

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

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



September 10, 1999

Work Order No. S98-354

TRACT "G"

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

September 10, 1999

Work Order No. S98-354

TRACT "H"  
Parcel 1

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

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

September 10, 1999

Work Order No. S98-354

TRACT "H"  
Parcel 1

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

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

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

September 10, 1999

Work Order No. 98-354

TRACT "H"  
Parcel 2

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

February 8, 2001

Work Order No. S98-354

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

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

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

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

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

LINE TABLE		
LINE	BEARING	LENGTH
L1	N07°22'26"E	176.12
L2	N41°37'28"W	251.83
L3	N09°17'15"E	138.89
L4	N44°47'01"W	262.77
L5	N20°04'35"E	91.20
L6	N46°35'35"W	55.27
L7	N73°58'12"W	460.71
L8	S66°23'32"W	186.99
L9	N12°41'19"E	333.25
L10	N35°40'35"W	425.76
L11	N13°12'44"E	168.30
L12	N08°17'35"W	207.81
L13	S94°21'30"W	42.83
L14	N39°38'46"W	88.90
L15	N09°12'28"W	304.23
L16	N17°50'38"W	277.95
L17	N01°52'17"E	208.02
L18	N10°56'17"E	55.52
L19	N66°40'52"W	86.35
L20	N01°33'03"E	72.16
L21	N05°07'43"W	227.92
L22	N61°54'04"W	128.63
L23	N06°58'37"W	531.32
L24	N14°58'55"E	221.67
L25	N34°15'51"W	266.06
L26	N01°39'45"E	176.26
L27	N52°28'54"W	267.22
L28	N05°24'46"E	417.49
L29	N22°37'02"E	58.49
L30	N13°55'38"W	980.21
L31	N09°37'32"W	50.36
L32	N05°01'33"E	84.80
L33	N05°23'42"W	141.39
L34	N05°19'40"W	675.85
L35	N05°16'15"W	120.59
L36	N53°01'04"S	24.74
L37	N27°35'22"W	128.62
L38	N02°41'26"W	113.00
L39	N18°54'00"W	192.25
L40	S74°43'35"W	245.26
L41	N29°58'13"W	170.14
L42	S27°28'13"W	226.08
L43	S62°26'12"W	98.07
L44	S45°53'19"W	71.58
L45	N77°33'54"W	209.23
L46	N07°42'42"W	265.58
L47	N07°38'37"W	155.90
L48	N41°36'21"E	142.09
L49	N55°17'33"W	155.27

LINE TABLE		
LINE	BEARING	LENGTH
L51	N34°20'54"W	72.29
L52	N28°31'37"E	133.26
L53	S89°25'49"E	185.09
L54	N68°14'47"E	318.46
L55	N62°45'55"E	90.68
L56	N28°21'33"E	135.91
L57	N69°15'05"W	215.89
L58	N47°56'00"W	108.98
L59	N14°28'02"W	161.52
L60	N37°32'55"E	207.83
L61	N67°04'18"W	88.99
L62	N32°21'17"W	371.08
L63	S62°46'13"W	115.25
L64	S62°37'42"W	157.42
L65	N47°39'50"W	159.04
L66	S79°45'15"W	253.82
L67	N68°14'58"W	288.16
L68	N66°30'26"W	752.54
L69	N27°49'10"E	318.60
L70	S61°18'54"E	474.32
L71	N15°29'44"E	558.14
L72	N74°34'16"E	264.64
L73	S69°21'33"E	447.34
L74	N52°37'35"E	373.46
L75	N71°25'20"E	235.13
L76	N28°13'07"E	183.33
L77	N52°37'35"E	81.68
L78	N04°04'59"W	351.09
L79	N37°44'34"W	82.83
L80	N37°33'05"W	226.82
L81	N29°30'52"W	85.59
L82	N89°04'46"W	256.36
L83	S65°52'56"W	358.10
L84	N01°27'15"W	704.94
L85	N31°11'22"E	69.55
L86	N67°19'49"E	265.21
L87	N04°54'52"W	233.03
L88	N04°42'49"W	155.02
L89	N20°39'16"E	228.79
L90	N23°40'33"W	643.89
L91	N09°46'35"W	38.85
L92	N41°22'00"E	139.60
L93	N26°51'41"W	139.08
L94	N18°40'47"W	37.35
L95	N05°45'41"W	179.80
L96	N45°06'38"E	227.49

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

**EXHIBIT "B"**

Nocatee Development Plan





**EXHIBIT "C"**

Nocatee Capacity and Phasing Schedule

## EXHIBIT "C"

### SUMMARY OF WATER, WASTEWATER AND REUSE DEMANDS

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

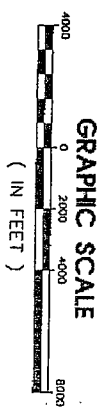
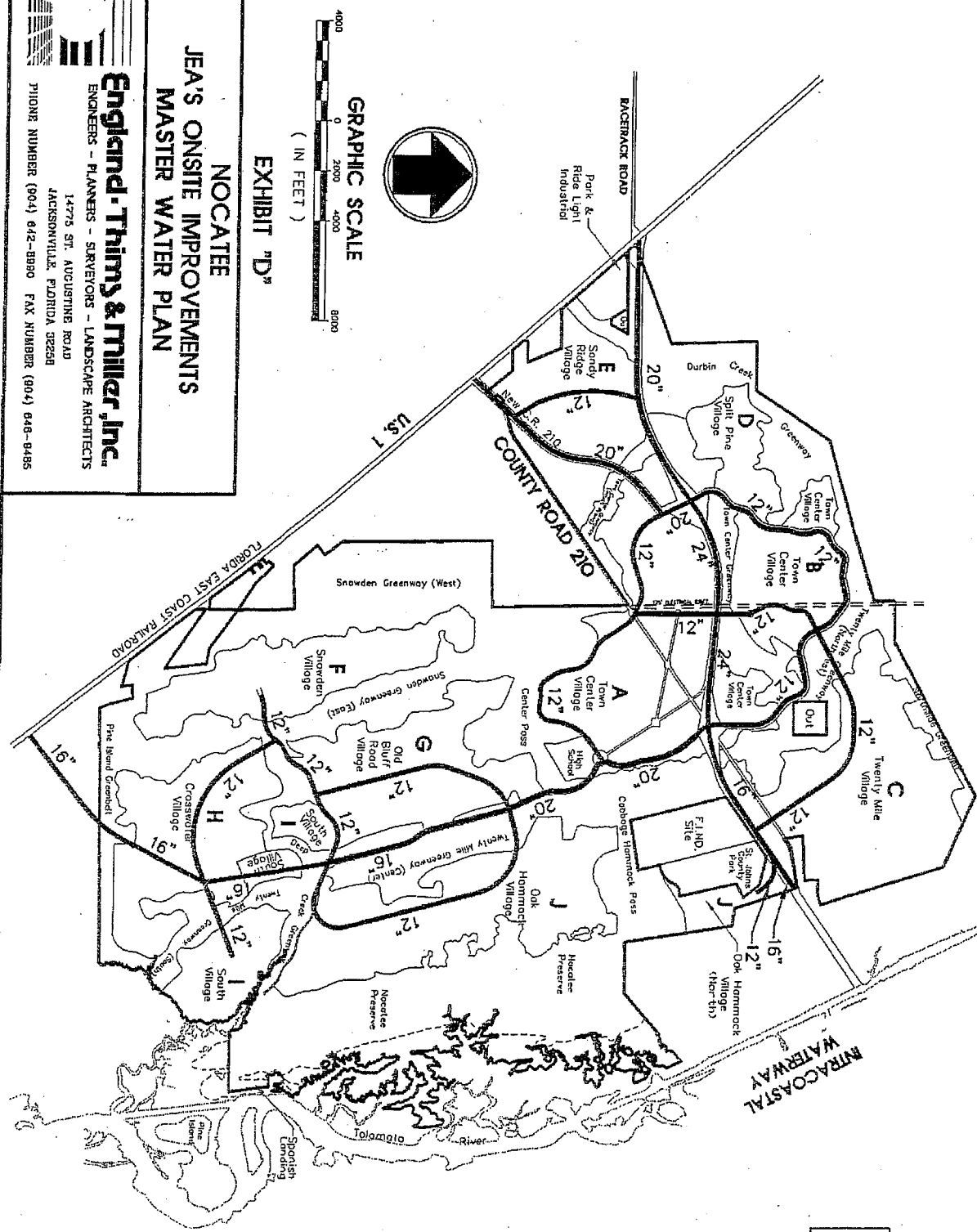
\* ADF - Average Daily Flow

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

**EXHIBIT "D"**

JEA Onsite Improvements

LEGEND	
	WATER MAIN
	DEVELOPMENT POD DESIGNATION



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

**EXHIBIT "D"**



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

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





**EXHIBIT "E"**

JEA System Improvements / Nocatee Property

## EXHIBIT "E"

### JEA'S SYSTEM IMPROVEMENTS

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

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



**EXHIBIT "F"**

Nocatee Environmental Water Resource Plan  
("NEWRAP")

## EXHIBIT "F"

### NEWRAP COMPONENTS

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

**EXHIBIT "G"**

Plant Site

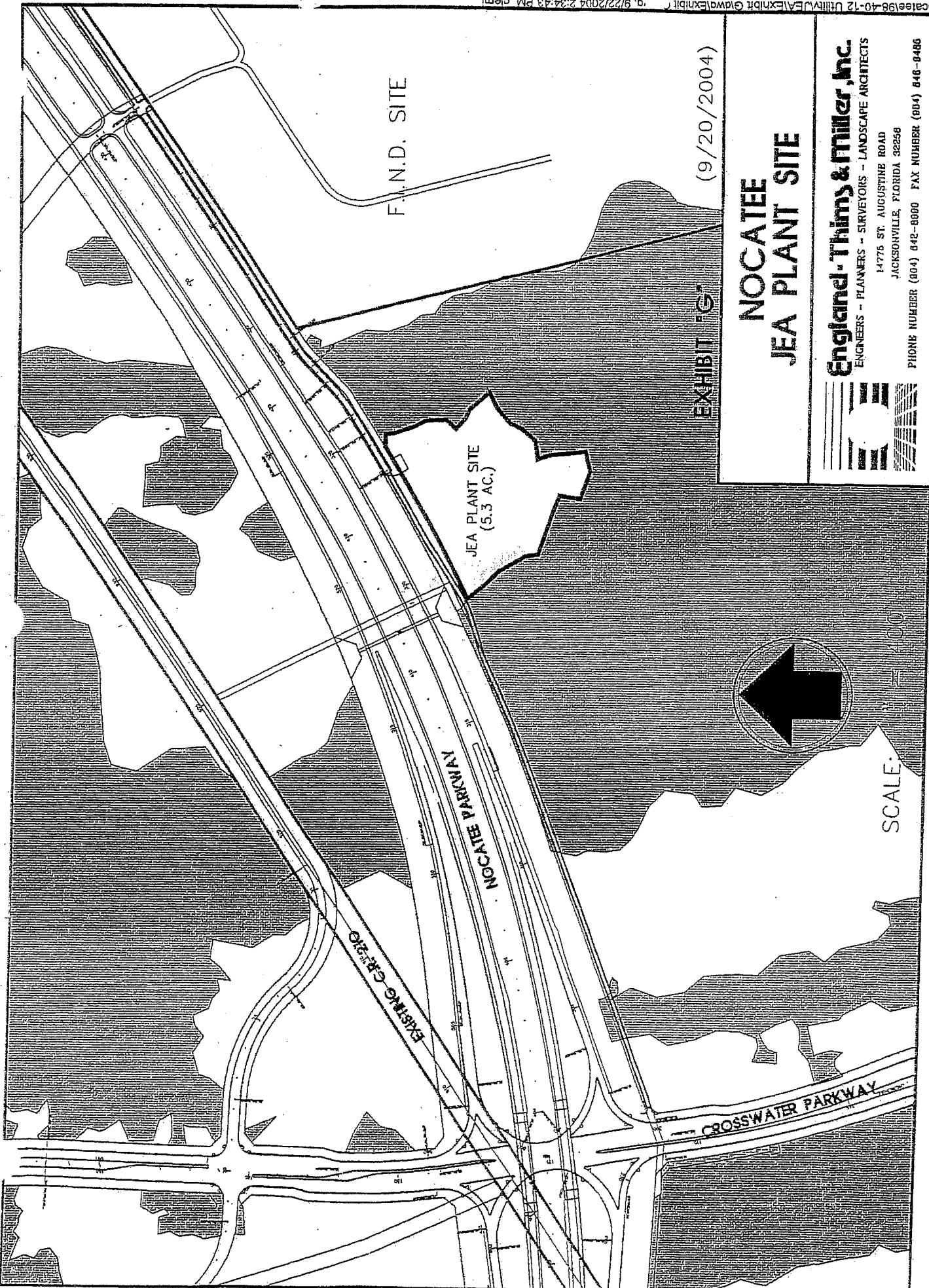


EXHIBIT "G" (9/20/2004)

**NOCATEE  
JEA PLANT SITE**

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

**EXHIBIT "G1"**

Plant Site Encumbrances

**EXHIBIT "G1"**

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

**EXHIBIT "H"**

Assumption Agreement

PARTIAL ASSIGNMENT AND ASSUMPTION OF  
SERVICE AGREEMENT

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

RECITALS:

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

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

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

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

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

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

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



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

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

3. Assignment.

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

3.2. Assignee agrees that as a condition to such service rights herein assigned, that Assignee shall obtain or cause to be obtained any easements or rights of way over and upon any portion of the Nocatee Property as may be required under Sections 3.9, 5.1 or 12.1 of the Service Agreement to serve the Conveyed Property.

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

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

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

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

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

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

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

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

**ASSIGNOR**

**SONOC COMPANY, LLC,**  
a Delaware limited liability company

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**ASSIGNEE**

\_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

LIST OF EXHIBITS

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

EXHIBIT "A"

Water, Sewer and Reclaimed Water Capacity

EXHIBIT "B"

JEA On-Site Improvements





PARTIAL ASSIGNMENT AND ASSUMPTION OF  
SERVICE AGREEMENT

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

R E C I T A L S :

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

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

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

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

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

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

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

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

affected, or (ii) violate any order, writ, injunction or decree of any court in any litigation to which either is a party.

3. **Assignment.**

3.1. Assignor hereby assigns to Assignee all rights and obligations of Assignor as to that portion of the JEA On-Site Improvements as more particularly described on Exhibit "A" attached hereto and made a part of and Assignee hereby assumes all obligations under the Service Agreement with respect to that portion of the JEA On-Site Improvements herein assigned; including but not limited to those rights and obligations under Sections 3.7, 3.9, 5.1 and 12.1 of the Service Agreement.

3.2. All rights under the Service Agreement not specifically assigned under the terms of this Assignment are reserved by Assignor for benefit of other lands in the Nocatee Development.

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

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

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

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

{ This space left blank intentionally }

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

**ASSIGNOR**

**SONOC COMPANY, LLC,**  
a Delaware limited liability company

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**ASSIGNEE**

\_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

EXHIBIT "A"

JEA On-Site Improvements



## Formal Bid and Award System

Award #4 May 13, 2021

**Type of Award Request:** PROPOSAL (RFP)  
**Requestor Name:** Ramirez, Samuel T.  
**Requestor Phone:** (904) 665-6960  
**Project Title:** Engineering Services for the Monterey Wastewater Treatment Facility (WWTF) Improvements Project  
**Project Number:** 8006826  
**Project Location:** JEA  
**Funds:** Capital  
**Budget Estimate:** \$1,148,750.00

**Scope of Work:**

Provide design, bid and post design engineering services to rehabilitate and improve the Monterey Wastewater Treatment Facility. This 1997 facility provides a secondary treatment at 3.6 MGD rate and it has a permitted outfall to the St. Johns River. There have been no major modifications in the past 20 years. The plan rehabilitation/improvements include, but are not limited to: influent screening/pump station, sequence batch reactor No. 4 conversion to an aerobic sludge digester, sludge holding, dewatering and truck loading, effluent pump station, effluent equalization tank, electrical and storage building, emergency electrical generator/fuel tank, abandoned odor control system, operation buildings and site improvements.

**JEA IFB/RFP/State/City/GSA#:** 007-21  
**Purchasing Agent:** Kruck, Dan R.  
**Is this a Ratification?:** NO

**RECOMMENDED AWARDEE(S):**

Name	Contact Name	Email	Address	Phone	Amount
CONSTANTINE ENGINEERING, LLC	Kart Vaith	kvaith@ardurra.com	100 Center Creek Road, Suite 108, St Augustine, FL 32080	(904) 562-2185	\$1,011,570.29

**Amount for entire term of Contract/PO:** \$1,011,570.29  
**Award Amount for remainder of this FY:** \$250,000.00  
**Length of Contract/PO Term:** Project Completion  
**Begin Date:** 06/04/2021  
**End Date:** Project Completion (Expected: December 2026)  
**JSEB Requirement:** Five Percent (5%) Evaluation Criteria

**Comments on JSEB Requirements:**

CSI Geo, Inc. (Geotechnical) – 1%  
 Smith Surveying Group, LLC (Survey/SUE) – 5.5%  
 Four Waters Engineering (Site Civil/Stormwater Management) – 10.26%

**PROPOSERS:**

Name	Amount	Rank
CONSTANTINE ENGINEERING, LLC	\$1,011,570.29	1
MOTT MACDONALD FLORIDA, LLC	N/A	2
CPH, INC.	N/A	3

**Background/Recommendations:**

Advertised on 11/17/2020. Eight (8) prime companies attended the mandatory pre-proposal meeting held on 12/03/2020. At proposal opening on 01/12/2021, JEA received three (3) proposals. The public evaluation meeting was held on 02/04/2021 and JEA deemed Constantine Engineering, LLC most qualified to perform the work. A copy of the evaluation matrix and negotiated schedule and fees are attached as backup.

The proposed fees are approximately 11.9% lower than estimated and deemed reasonable. Services during construction are not included in the proposed fees, and will be negotiated and brought before the Awards Committee once the design has progressed to an appropriate level.


007-21 – Request approval to award a contract to Constantine Engineering, LLC for engineering services for the Monterey Wastewater Treatment Facility (WWTF) Improvement project in the amount of \$1,011,570.29, subject to the availability of lawfully appropriated funds.

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

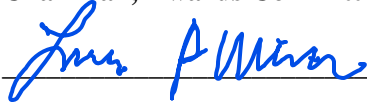
**Director:** Conner, Sean M. - Dir W/WW Project Engineering & Construction

**VP:** Vu, Hai X. – VP Water/Wastewater Systems

**APPROVALS:**

 05/13/2021

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

 5/13/21

**Budget Representative** **Date**

**007-21 Engineering Services for the Monterey Wastewater Treatment Facility (WWTF) Improvements Project**

<b>Vendor Rankings</b>	Andy May	Dan Weaver	Brian Gaines	John Hurford	Σ Rank	Rank
Constantine Engineering, LLC	1	2	2	1	6	1
Mott MacDonald Florida, LLC	2	1	1	3	7	2
CPH, Inc.	3	3	3	2	11	3

Andy May	Professional Staff Experience (30 Points)	Design Approach and Work Plan (40 Points)	Company Experience (25 Points)	JSEB (5 Points)	Total	Rank
Constantine Engineering, LLC	20.6	37	22	4	83.60	1
CPH, Inc.	17.5	19	10	4	50.50	3
Mott MacDonald Florida, LLC	20.7	30	22	4	76.70	2

Dan Weaver	Professional Staff Experience (30 Points)	Design Approach and Work Plan (40 Points)	Company Experience (25 Points)	JSEB (5 Points)	Total	Rank
Constantine Engineering, LLC	27.8	33	18	4	82.80	2
CPH, Inc.	24.8	26	18	4	72.80	3
Mott MacDonald Florida, LLC	28.2	32	19	4	83.20	1

Brian Gaines	Professional Staff Experience (30 Points)	Design Approach and Work Plan (40 Points)	Company Experience (25 Points)	JSEB (5 Points)	Total	Rank
Constantine Engineering, LLC	23.6	39	24	4	90.60	2
CPH, Inc.	15.92	15	16	4	50.92	3
Mott MacDonald Florida, LLC	25.96	39	25	4	93.96	1

John Hurford	Professional Staff Experience (30 Points)	Design Approach and Work Plan (40 Points)	Company Experience (25 Points)	JSEB (5 Points)	Total	Rank
Constantine Engineering, LLC	26.12	37	22	4	89.12	1
CPH, Inc.	25.4	33	21	4	83.40	2
Mott MacDonald Florida, LLC	25.48	31	21	4	81.48	3

Overall Averages	Professional Staff Experience (30 Points)	Design Approach and Work Plan (40 Points)	Company Experience (25 Points)	JSEB (5 Points)	Total
Constantine Engineering, LLC	24.53	36.50	21.50	4.00	86.53
CPH, Inc.	20.91	23.25	16.25	4.00	64.41
Mott MacDonald Florida, LLC	25.09	33.00	21.75	4.00	83.84









## Formal Bid and Award System

Award #5 May 13, 2021

**Type of Award Request:** RESCIND  
**Requestor Name:** Bobbitt, Blake  
**Requestor Phone:** (904) 665-8895  
**Project Title:** Brandy Branch Generating Station Heat Trace Inspection & Repair  
**Project Number:** N/A  
**Project Location:** JEA  
**Funds:** N/A  
**Budget Estimate:** N/A

### Scope of Work:

The purpose of this solicitation is to contract with a qualified company to provide inspection, maintenance and repair services for JEA's Heat Trace Systems at the Brandy Branch Power Generating Facility. The company scope of work shall include, but not be limited to:

- Mobilization
- Inspection & troubleshooting, reporting
- Heat Trace Repair and Replacement
- Insulation removal and insulation
- Testing and Acceptance.
- Ancillary scopes of work: shipping, scaffolding, etc.

**JEA IFB/RFP/State/City/GSA#:** 1410309048  
**Purchasing Agent:** Lovgren, Rodney  
**Is this a Ratification?:** NO  
**JSEB Requirement:** N/A

### BIDDERS:

Vendor Name	Amount
BRACE INDUSTRIAL GROUP	N/A
PATRIOT THERMAL CONTROLS	N/A
SINC ELECTRICAL CONTROLS	N/A

### Background/Recommendations:

This solicitation was advertised on 03/19/2021. Two (2) prime contractors attended the optional pre-bid meeting held on 03/26/2021 at Proposal opening on 04/13/2021, JEA received three (3) Proposals.

In reviewing the submitted Proposals, JEA had significant clarifications that were needed from two (2) of the submitting companies regarding pricing in the format JEA requested. JEA intends to revise the price approach and make additional clarifications to the scope of work to allow a combination of unit pricing with discovery (time and materials rates) to allow JEA to be able to perform like comparisons between bidders.

1410309048 - Request approval to rescind this solicitation, and reject all Responses received in anticipation of bidding out a revised pricing approach.


**Manager:** Biruk, David D. - Mgr Energy Production Reliability Engineering

**Director:** Pineda, Joseph R. - Dir Energy Production CTs

**Sr. Director:** Kipp, James R. - Sr Dir Generation

**GM:** Erixton, Ricky D. VP - Electric Systems

**APPROVALS:**

 05/13/2021

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**Chairman, Awards Committee**

**Date**