

# Welcome to the

## **JEA** Awards Meeting

**February 23, 2023 10:00 AM EST**

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

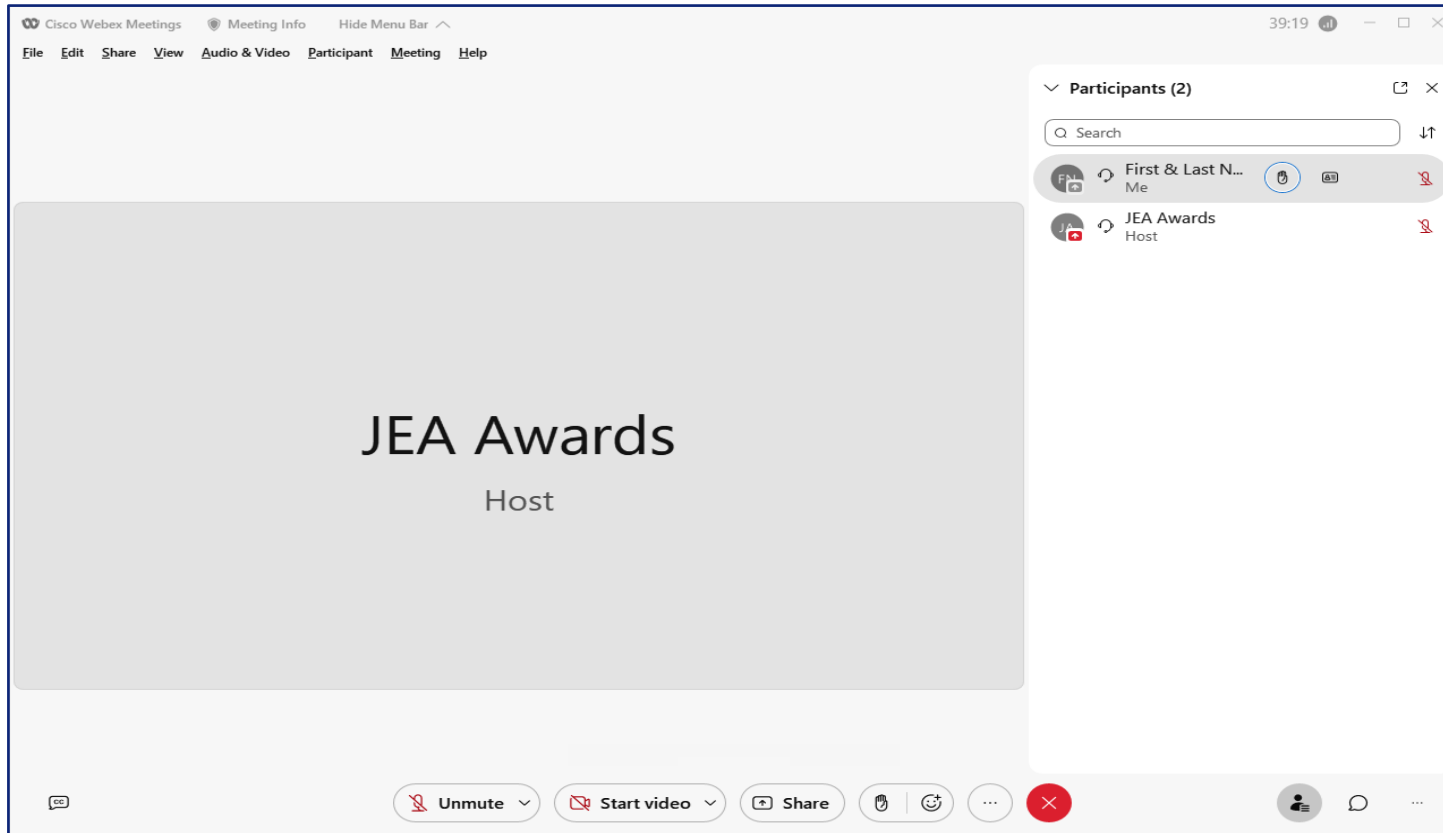
At the designated public comment time we will provide opportunity for you to unmute to speak.

During the meeting, public comments received via e-mail regarding any matter on the agenda for consideration will be read out. Per the Public Notice Agenda posted on [JEA.com](http://JEA.com), public comments by e-mail must be received no later than 9:00 a.m. on the day of the meeting to be read during the public comment portion of the meeting.


Please contact **Cecil Camacho** by telephone at **(904) 568-7271** or by email at **camac@jea.com** if you experience any technical difficulties during the meeting.





# Awards Meeting – Public Comments



## Controls for Public Comments

Located on the bottom-right side of your screen you will find an icon that looks like a person  labeled Participants. This option will allow you to see a long list of individuals who have joined today's meeting.

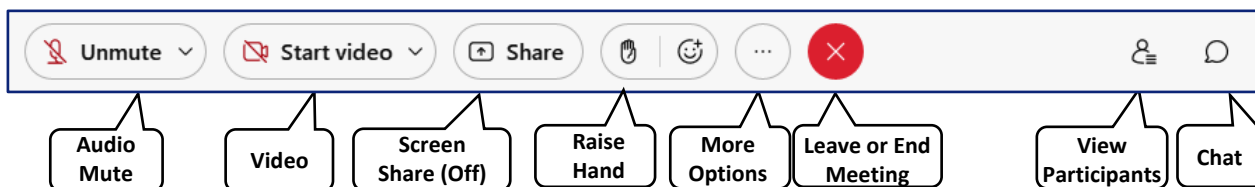
At the top of this list, your name will be visible and to the right you will notice a gray icon that looks like a hand .

If you click it, it will show a slash through the hand  letting us know that you would like to be recognized for comment, additionally you may click it again to lower your hand.

For those that may have called in directly, there are 2 additional ways that you can notify us that you would like to provide comment. The first is by **pressing \*3** on your phone, which will raise your hand. The second way you may notify us is to **press \*6** to unmute your line.

If you unmute your line, please state your name so that everyone may hear who is speaking before providing your comment.

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



**AWARDS  
COMMITTEE  
AGENDA**

**DATE:** Thursday, February 23, 2023

**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): 2309 526 2709  
WebEx Password: cQMmJPHA823

**Public Comments:**

**Awards:**

1. Approval of the minutes from the last meeting(02/16/2023)
2. 1410820046 – Request approval to award a contract to Carollo Engineers, Inc. for engineering and services during construction for the Oakridge WTP Upgrade projects in the amount of \$1,227,949.36, subject to the availability of lawfully appropriated funds..
3. 1410975046 – Request approval to award a contract to Sawcross, Inc. for construction services for the Twin Creeks Pump Station Upgrades in the amount of \$9,933,000.00, subject to the availability of lawfully appropriated funds...
4. Request approval of purchase from CARS-DB5, L.P., Delaware limited partnership, for the subject property – Easement Acquisition Purchase in the amount of \$150,000.00, subject to the availability of lawfully appropriated funds.
5. 1410937446 – Request approval to award a contract to E-Builder, Inc. for Project Management Information System (PMIS) Software Licensing, Support, and Implementation in the amount of \$913,700.00, subject to the availability of lawfully appropriated funds.

**Informational Items:** N/A

**Open Discussion:** N/A

**Public Notice:** N/A

**General Business:** N/A

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

## 02-23-2023 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 02/16/2023 meeting.
2	REQUEST FOR PROPOSAL (RFP)  (2) PROPOSERS	MELENDEZ	\$890,000.00	\$1,227,949.36	CAROLLO ENGINEERS, INC.	Project Completion (Expected: January 2026)	<p><b><u>Engineering Services for the Oakridge WTP Upgrade Projects</u></b></p> <p>The scope of work to be performed under this solicitation consists of the design for replacement of the six (6) high service pumps (HSP), motors and associated suction and discharge valves and piping, electrical system upgrades, high service pump building renovation, site work, sequencing of work to enable HSP operation during construction, incorporating resiliency requirements, final detailed design, permitting (if required), bid phase assistance, and engineering support services during construction, at the Oakridge Water Treatment Plan (WTP).</p> <p>Much of the Oakridge WTP pumping and electrical equipment is approaching 50 years old, and the building is at least that old. Some components have been replaced and added to over the years, but reliability has decreased. Distribution improvements and larger piping installed in the grid over the past several decades allowed the Oakridge WTP to reach a larger service area and provide backup to other key South Grid water plants. However, the increased capacity and dependency on the Oakridge WTP is compromised by the poor condition of the pumping and electrical station equipment. This project will provide the necessary updates to the Oakridge WTP so it can continue to provide service in the South Grid.</p> <p>The proposed engineering design and Services During Construction (SDC) is approximately 38% higher than estimated due to a higher level of effort needed for the design than originally estimated. The level of effort was reviewed by JEA project staff and deemed it reasonable. The hourly rates used were negotiated and deemed reasonable when compared to recent projects. The negotiations resulted in a fee decrease, or cost avoidance of \$167,325.24, from the original fee proposed. The hourly rates may be increased by the Consumer Price Index (CPI) annually, if requested by the engineer.</p> <p>Request approval to award a contract to Carollo Engineers, Inc. for engineering and services during construction for the</p>

## 02-23-2023 Awards Committee

							Oakridge WTP Upgrade projects in the amount of \$1,227,949.36, subject to the availability of lawfully appropriated funds.
3	INVITATION FOR BID (IFB)  (2) BIDDERS	MELENDEZ	\$9,700,000.00	\$9,933,000.00	SAWCROSS, INC.	Project Completion (Expected: February 2025)	<p><b><u>Twin Creeks Pump Station Upgrades</u></b></p> <p>The scope of work for this construction services contract includes upgrades at the Twin Creeks Wastewater Pump Station. The Contractor shall furnish all labor, materials, equipment and incidentals required to complete the Twin Creeks Booster Pump Station Upgrades Project in its entirety per Drawings and Technical Specifications.</p> <p>As growth continues in Saint Johns County, the Twin Creeks Booster Pump Station needs an upgrade to meet future capacity demands and to replace old equipment. This project will fulfill a critical need to upgrade the existing Twin Creeks Booster Pump Station and replace old equipment. This station will convey wastewater to the Greenland Water Reclamation Facility (WRF) as Blacks Ford WRF is running at full capacity.</p> <p>The award amount of \$9,933,000.00 is approximately 2.4% higher than the business unit estimate due to a rise in materials and labor costs. The bid amount is deemed reasonable.</p> <p>Request approval to award a contract to Sawcross, Inc. for construction services for the Twin Creeks Pump Station Upgrades in the amount of \$9,933,000.00, subject to the availability of lawfully appropriated funds.</p>
4	REAL ESTATE DIRECTIVE	MITCHELL	N/A	\$150,000.00	CARS-DB5, L.P., DELAWARE LIMITED PARTNERSHIP	Project Completion	<p><b><u>Southwest - Robitzsch Rd Lift Station - Easement Acquisition</u></b></p> <p>This award is for an easement acquisition to provide additional property rights for utilities and access to a new sewer lift station. The subject easement will provide additional real estate for construction of the new lift station, new utilities to support the lift station and allow for continued access through the dealership property throughout construction. The cost justification summary has been attached as backup.</p> <p>The cost avoidance savings for this award is \$85,550.00. The savings includes the difference between the appraised property value and the final cost of the property, minus the eminent domain costs JEA would have incurred if they were unable to negotiate with the seller. Formula is broken out below:</p> <p>\$127,050.00 (property value) - \$150,000.00 (final cost) = - \$22,950.00 minus \$108,500.00 (eminent domain costs) = \$85,550.00.</p>

## 02-23-2023 Awards Committee

5	INVITATION TO NEGOTIATE (ITN)  (6) RESPONDENTS	SELDERS	\$1,500,000.00	\$913,700.00	E-BUILDER, INC.	<p><b><u>Project Management Information System (PMIS) Software Licensing, Support, and Implementation</u></b></p> <p>This contract provides a Project Management Information System (PMIS) software solution for licensing, support, and implementation to enable the efficient delivery of capital projects for the JEA’s Water/Wastewater Project Engineering &amp; Construction (PEC) group. The PEC group currently relies on spreadsheets, email, ad-hoc reports and a network drive to manage all aspects of project management on capital projects. In some instances, PEC relies on software solutions provided by contracted vendors for specific projects. After the implementation of this project, contracted vendors will be required to use JEA’s PMIS for consistency.</p> <p>This award is for a five (5) year contract in the amount of \$913,700.00, for a Project Management Information System (PMIS) software licensing, support, and implementation. The cost is for 150 SaaS cloud-based license for \$750,000.00 over five (5) years, or \$150,000.00 annually. It also includes \$135,580.00 for implementation and \$28,120.00 for training. Currently, JEA utilizes various separate software products for delivery of its capital project delivery. This software will benefit JEA as seen below:</p> <ul style="list-style-type: none"> <li>• Formalization of project management processes, practices, and procedures</li> <li>• Allow the use of automated workflow to drive behavior and processes</li> <li>• Increase the transparency of capital projects</li> <li>• Provide a robust document management system for consolidation all capital project delivery information (design drawings, communications, schedules, estimates, invoices, permits, etc.)</li> <li>• Connect stakeholders who play a role in capital project delivery</li> <li>• Enable better reporting of capital project metrics to include financial, schedule, ball-in-court, project health, KPIs, etc.</li> <li>• Enable the automation of project management processes where possible</li> <li>• Allow streamlined communication and exchange of information with contracted engineers and contractors</li> <li>• Provide the ability to apply approvals/denials to workflows across multiple platforms (e.g., MS Exchange, Mobile/Cell platforms (iOS, android), and Citrix</li> </ul>
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## 02-23-2023 Awards Committee

						<ul style="list-style-type: none"> <li>• Provide a software solution that is manageable by the business without the need for support from a third-party for tasks like user management, workflow development, report development, system configuration and day-to-day operations</li> <li>• Allow the development of project cash flow forecasting models based on project schedule, risks, etc.</li> <li>• Allow the creation and modification of business process workflows by the Owner</li> </ul> <p>Request approval to award a contract to E-Builder, Inc. for Project Management Information System (PMIS) Software Licensing, Support, and Implementation in the amount of \$913,700.00, subject to the availability of lawfully appropriated funds.</p>
<b>Total Award</b>				<b>\$ 12,224,649.36</b>		

## **JEA AWARDS COMMITTEE FEBRUARY 16, 2023, MEETING MINUTES**

The JEA procurement Awards Committee met on February 16, 2023, in person with a WebEx option.

WebEx Meeting Number (access code): 2309 526 2709

WebEx Password: cQMmJPHA823

Members in attendance were Jenny McCollum as Chief Procurement Officer, Stephen Datz as Chairperson (onsite), Stephanie Nealy as Budget Representative, Rebecca Lavie as Office of General Counsel Representative, Hai Vu as Vice Chairperson (onsite), Laura Schepis (onsite), Ricky Erixton, and Joe Orfano (onsite). Unless otherwise indicated, all attendees were via WebEx.

Chair Datz called the meeting to order at 10:00 a.m., introduced the Awards Committee Members, and confirmed that there was an in-person quorum of the Committee membership present.

### Public Comments:

Chair Datz 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 (02/09/2023). Chair Datz verbally presented to the Committee Members the proposed February 09, 2023, minutes as presented.

**MOTION:** Joe Orfano made a motion to approve the February 09, 2023, minutes (Award Item 1) as presented in the committee packet. The motion was seconded by Laura Schepis and approved unanimously by the Awards Committee (5-0).

The Committee Members reviewed and discussed the following Awards Items 1-15.

2. 1410869646 – Request approval to award a contract to Ardurra Group, Inc. for engineering services for Lovegrove WTP Electric Upgrade project in the amount of \$835,576.60, subject to the availability of lawfully appropriated funds.

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

3. Request approval for a contract increase to Optimus Industries LLC DBA Chanute Manufacturing Company for supply of feedwater heaters for BBGS Units 2 and 3 specifically to add shipping costs in the amount of \$459,000.00, for a new not-to-exceed amount of \$3,695,774.00, subject to the availability of lawfully appropriated funds.

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

4. Request approval to award a contract increase to The Haskell Company for construction of the Nassau Water Reclamation Facility (WRF) Upgrade projects in the amount of \$6,258,101.00, for a new not-to-exceed amount of \$111,813,476.00, subject to the availability of lawfully appropriated funds.

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



5. Request approval to award a contract to FW North America Equipment Company, Inc. for Unit 2 Furnace Grid nozzles for JEA in the amount of \$1,405,000.00, subject to the availability of lawfully appropriated funds.

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

6. 1410403646– Request approval to award a contract to Ferreira Construction Southern Division for construction services for the Baymeadows Pump Station project in the amount of \$4,549,317.00, subject to the availability of lawfully appropriated funds.

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

7. Request approval to award a contract increase to CDM Smith Inc. for additional engineering, services during construction and project management for the Southwest WRF Expansion project in the amount of \$3,168,034.00, for a new not-to-exceed amount of \$13,280,988.00, subject to the availability of lawfully appropriated funds.

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

8. Request approval for a contract increase to Seacor Painting Corporation Inc. for corrosion treatment services for JEA substation equipment services in the amount of \$250,000.00, for a new not-to-exceed amount of \$1,171,855.00, 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).

9. 1411050446 - Request approval to award a contract to M Gay Constructors, Inc. for SOCC Annex Foundation Build in the amount of \$675,130.00, subject to the availability of lawfully appropriated funds.

**MOTION:** Laura Schepis made a motion to approve Award Item 9 as presented in the committee packet. The motion was seconded by Hai Vu and approved unanimously by the Awards Committee (5-0).

10. Request approval for a payment to Florida Department of Transportation for the FDOT FPID: 437320-1-56-01 SR 115 (Lem Turner) - Soutel Drive to Nassau County Line project in the amount of \$893,563.94, subject to the availability of lawfully appropriated funds.

**MOTION:** Joe Orfano made a motion to approve Award Item 10 as presented in the committee packet. The motion was seconded by Hai Vu and approved unanimously by the Awards Committee (5-0).

11. Request approval to reduce the contracts to Anixter in the amount of \$141,822.53, Irby Utilities in the amount of \$610,266.17 and Tri-State Utility Products, Inc. in the amount of \$315.78, and award contracts to Choctaw-Kaul Distribution in the amount \$303,641.89 and Electric Supply, Inc. in the amount of \$335,349.18, for Pole Line Hardware carried in JEA's inventory stock for a total amount of \$16,691,525.64 subject to the availability of lawfully appropriated funds.

**MOTION:** Laura Schepis made a motion to approve Award Item 11 as amended in the committee packet. The motion was seconded by Joe Orfano and approved unanimously by the Awards Committee (5-0).

12. Request approval to award a contract to Landis+Gyr Technology, Inc. for electric meters in the amount of \$31,646,648.00, subject to the availability of lawfully appropriated funds.

**MOTION:** Hai Vu made a motion to approve Award Item 12 as presented in the committee packet. The motion was seconded by Joe Orfano and approved unanimously by the Awards Committee (5-0).

13. Request approval to award a contract to Hanco International for the purchase of Dielectric PPE Testing Equipment for a total amount of \$354,00.00, subject to the availability of lawfully appropriated funds.

**MOTION:** Laura Schepis made a motion to approve Award Item 13 as presented in the committee packet. The motion was seconded by Hai Vu and approved unanimously by the Awards Committee (5-0).

14. Request approval to award a contract increase to Blue Burro Technology, LLC for material planning support for a total amount of \$667,000.00, for a new not-to-exceed amount of \$1,372,000.00, subject to the availability of lawfully appropriated funds.

**MOTION:** Laura Schepis made a motion to approve Award Item 14 as presented in the committee packet. The motion was seconded by Hai Vu and approved unanimously by the Awards Committee (5-0).

15. 1410856846 – Request approval to award a contract to Four Waters Engineering for the 101-62 Fairfax St: 1st St. to 26th St. Water Main Replacement Project in the amount of \$954,206.49, subject to the availability of lawfully appropriated funds.

**MOTION:** Joe Orfano made a motion to approve Award Item 15 as amended in the committee packet. The motion was seconded by Laura Schepis and approved unanimously by the Awards Committee (5-0).

**Informational Item:**

No informational items were presented to the Awards Committee.

**Ratifications:**

Award item 12 is a ratification item that was presented to the Awards Committee

**Public Comments:**

No additional public comment speaking period was taken.

**Adjournment:**

Chair Datz adjourned the meeting at 10:55 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/>



# Formal Bid and Award System

Award #2 February 23, 2023

**Type of Award Request:** REQUEST FOR PROPOSAL (RFP)  
**Requestor Name:** McDermet, David S.  
**Requestor Phone:** (904) 489-5134  
**Project Title:** Engineering Services for the Oakridge WTP Upgrade Projects  
**Project Number:** 8007619  
**Project Location:** JEA  
**Funds:** Capital  
**Business Unit Estimate:** \$890,000.00

**Scope of Work:**

The scope of work to be performed under this solicitation consists of the design for replacement of the six (6) high service pumps (HSP), motors and associated suction and discharge valves and piping, electrical system upgrades, high service pump building renovation, site work, sequencing of work to enable HSP operation during construction, incorporating resiliency requirements, final detailed design, permitting (if required), bid phase assistance, and engineering support services during construction, at the Oakridge Water Treatment Plan (WTP).

Much of the Oakridge WTP pumping and electrical equipment is approaching 50 years old, and the building is at least that old. Some components have been replaced and added to over the years, but reliability has decreased. Distribution improvements and larger piping installed in the grid over the past several decades allowed the Oakridge WTP to reach a larger service area and provide backup to other key South Grid water plants. However, the increased capacity and dependency on the Oakridge WTP is compromised by the poor condition of the pumping and electrical station equipment. This project will provide the necessary updates to the Oakridge WTP so it can continue to provide service in the South Grid.

**JEA IFB/RFP/State/City/GSA#:** 1410820046  
**Purchasing Agent:** Kruck, Dan R.  
**Is this a Ratification?:** NO

**RECOMMENDED AWARDEE(S):**

Name	Contact Name	Email	Address	Phone	Amount
CAROLLO ENGINEERS, INC.	C. Scott Lee	slee@carollo.com	4720 Salisbury Rd, Suite 117, Jacksonville, FL 32256	(904) 296-1599	\$1,227,949.36

**Amount for entire term of Contract/PO:** \$1,227,949.36  
**Award Amount for remainder of this FY:** \$537,947.00  
**Length of Contract/PO Term:** Project Completion  
**Begin Date:** 03/09/2023  
**End Date:** Project Completion (Expected: January 2026)  
**JSEB Evaluation Criteria:** Five Percent (5%)  
**Comments on JSEB Evaluation:**

C&ES (Civil/Site Design) - \$73,678.58  
 CSI Geo, Inc. (Geotechnical) - \$9,407.00  
 Alpha Envirotech Consulting, Inc. (Environmental) - \$21,399.50

**PROPOSERS:**

Name	Amount	Rank
CAROLLO ENGINEERS, INC.	\$1,227,949.36	1
FREESE AND NICHOLS, INC.	N/A	2

**Background/Recommendations:**

Advertised on 08/09/2022. Seven (7) prime companies attended the mandatory pre-proposal meeting held on 08/17/2022. At proposal opening on 09/13/2022, JEA received two (2) Proposals. Companies that did not submit a proposal stated they were focusing on other opportunities. The public evaluation meeting was held on 10/24/2022 and JEA deemed Carollo Engineers, Inc. most qualified to perform the work. A copy of the evaluation matrix and negotiated scope and fees are attached for reference.

Negotiations with Carollo Engineers, Inc. were successfully completed. The proposed engineering design and Services During Construction (SDC) is approximately 38% higher than estimated due to a higher level of effort needed for the design than originally estimated. The level of effort was reviewed by JEA project staff and deemed it reasonable. The hourly rates used were negotiated and deemed reasonable when compared to recent projects. The negotiations resulted in a fee decrease, or cost avoidance of \$167,325.24, from the original fee proposed. The hourly rates may be increased by the Consumer Price Index (CPI) annually, if requested by the engineer.

1410820046 – Request approval to award a contract to Carollo Engineers, Inc. for engineering and services during construction for the Oakridge WTP Upgrade projects in the amount of \$1,227,949.36, subject to the availability of lawfully appropriated funds.

**Manager:** Phillips, Brian R. – Mgr W/WW Project Management  
**Senior Manager:** Doherty, Peter F. – Senior Manager Project Management  
**Director:** Conner, Sean M. – Dir W/WW Project Engineering & Construction  
**VP:** Melendez, Pedro A. – VP Planning Engineering & Construction

**APPROVALS:**

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

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**Budget Representative** **Date**

1410820046 Engineering Services for the Oakridge WTP High Service Pump Replacement Project

Vendor Rankings	David McDermet	Allan Boree	Jim Orr	Σ Rank	Rank
Carollo Engineers, Inc.	2	1	1	4	1
Freese and Nichols, Inc.	1	2	2	5	2

David McDermet	Professional Staff Experience (30 Points)	Design Approach and Work Plan (40 Points)	Company Experience (25 Points)	JSEB (5 Points)	Total	Rank
Carollo Engineers, Inc.	27.8	36	24	4	91.80	2
Freese and Nichols, Inc.	27.7	38	24	4	93.70	1

Allan Boree	Professional Staff Experience (30 Points)	Design Approach and Work Plan (40 Points)	Company Experience (25 Points)	JSEB (5 Points)	Total	Rank
Carollo Engineers, Inc.	27	26	17	4	74.00	1
Freese and Nichols, Inc.	26.25	25	16	4	71.25	2

Jim Orr	Professional Staff Experience (30 Points)	Design Approach and Work Plan (40 Points)	Company Experience (25 Points)	JSEB (5 Points)	Total	Rank
Carollo Engineers, Inc.	24.6	26	18	4	72.60	1
Freese and Nichols, Inc.	23.9	26	18	4	71.90	2

Overall Averages	Professional Staff Experience (30 Points)	Design Approach and Work Plan (40 Points)	Company Experience (25 Points)	JSEB (5 Points)	Total
Carollo Engineers, Inc.	26.47	29.33	19.67	4.00	79.47
Freese and Nichols, Inc.	25.95	29.67	19.33	4.00	78.95

## **SCOPE OF SERVICES**

### **A. Project Understanding**

JEA has selected Carollo Engineers, Inc., (Consultant) to provide engineering services to upgrade the Oakridge Water Treatment Plant High Service Pump Station (WTP). In general the work to be performed under this contract consists of designing the replacement of the six (6) high service pumps (HSP), motors and associated suction and discharge valves and piping, electrical system upgrades, modifying piping for Well No. 1, replacing the auxiliary generator and transfer switch, high service pump building renovation, site work, sequencing of work to enable HSP operation during construction, incorporating resiliency requirements, final detailed design, permitting, bid phase assistance, and engineering support services during construction, at the WTP.

Assumptions are stated herein. After a contract for the services described herein is accepted by JEA then the Consultant may be due additional time and/or compensation for changes in scope requested by JEA.

### **B. Background Information**

The Oakridge Water Treatment Plant (WTP) is located at 11789 Saints Road. Record drawings for the original construction were not found but the plant is believed to be constructed in 1972 or earlier. It has a FDEP permitted capacity of 16.39 MGD at maximum daily flow (MDF). Oakridge has one on-site and five off-site production wells that pump raw water to an aeration pipe in the first of three ground storage reservoirs that are typically connected in series to provide maximum detention time after aeration. Sodium hypochlorite is added upstream of the high-service pumps. The sodium hypochlorite injection pumps, storage tank and controls are housed in a separate conditioned building on the east of the high service pump building.

The finished water pumping equipment, building, and electric power system are showing advanced deterioration. Replacement of the pumps, associated valves and piping, and electric power system is required, as is modification of the building.

The existing high service pump (HSP) building is equipped with five (5) high service pumps driven by electric motors and one (1) diesel-driven high service pump. The pumps and their nominal rated capacities are shown in Table 1.

Table 1 – Oakridge WTP HSP Capacities (Provided by JEA)

HSP No.	Historical					Proposed				
	Driver	Capacity		Firm Capacity		Driver	Capacity		Firm Capacity	
		GPM	MGD	GPM	MGD		GPM	MGD	GPM	MGD
1	Electric	1000	1.44	1000	1.44	Electric	1500	2.16	1500	2.16
2	Electric	2500	3.60	2500	3.60	Electric	3000	4.32	3000	4.32
3	Electric	3500	5.04	3500	5.04	Electric	3000	4.32	3000	4.32
4	Diesel	5000	7.20	0	0.00	Electric	1500	2.16	1500	2.16
5	Electric	2000	2.88	2000	2.88	Electric	3000	4.32	3000	4.32
6	Electric	3900	5.62	3900	5.62	Electric	3000	4.32	0	0.00
Total		17900	25.79	12900	18.59		15000	21.61	12000	17.29

Backup power is provided to the water treatment plant from a Cummins 500kW diesel generator with a self-contained ‘belly’ fuel tank and enclosure, and an automatic transfer switch that was installed in September of 2019. The generator and ATS are located outside and on the east side of the pump building. The HSP building restroom drains is connected to a septic tank and soil absorption system (SAS) on the east side of the plant yard. The septic tank access covers have been crushed over time due its proximity to trucks unloading sodium hypochlorite. Facilities has observed a lot of rubble in the bottom of the tank, and that tree roots have infiltrated the drain field. A small duplex grinder station will be designed to convey the sanitary wastewater from the pump station, with discharge to a gravity sewer near the east end of Saints Road.

The HSP building also houses Well No. 1. This well was rehabilitated in 2019, and a new pump and motor installed. The well is located adjacent to the MCC’s and the artesian flow is a safety concern whenever the pump or well is worked on because the well is close to the plant’s 480V power source. JEA’s Facilities group had the metal roof replaced within the last several years, and the bathroom was renovated, and a new pump room exhaust fan installed in April 2020.

This project is to design and construct the replacement of the six high service pumps, motors and associated suction and discharge valves and piping. The DI manifolded suction and discharge piping may not need replacement, but any valves in these lines shall be replaced. The piping hydraulic conditions with the higher flows will be verified. The associated electrical equipment shall be replaced in a new conditioned electrical space. There are two ton-chlorine cylinder rooms in the building, immediately adjacent to the pump room. The scope of work envisions insulating and conditioning the western-most room. The eastern ton room is preferred to be kept as is if possible, to allow ingress and egress to Well No. 1. The exterior doors, common-room openings and louvers shall be closed in and replaced with weather-tight aluminum doors. The building and equipment shall generally meet JEA’s *Water Treatment Plant Standards*. Reliability will be improved by conditioning the space with central HVAC. The design shall provide for a new 480V MCC including breakers, 6 new VFD’s for the service pumps, replacement

starters for the reservoir fans and Well 1, and space for a new SCADA control panel and fiber optic and security servers. The MCC shall be designed with split loads between the service pumps to allow maintenance and testing on half while keeping the plant in operation. The existing communication rack and security monitoring components shall be evaluated during design to be kept in place, but ideally it should be either replaced or moved to the conditioned space of the electrical room. A fiber optic patch panel will be required in the existing space to allow connection for the new or relocated security rack. Space planning in the electrical room shall allow for an operator's desk with computer jacks wired to JEA's network.

The electrical room shall have the overhead rail and electric hoist removed. The room shall be evaluated for space needs to keep the double-door opening on the west side or make that a single door and have the double ton-cylinder doors at the south end removed, filled in with matching split-face block as required and a set of double aluminum doors installed for equipment removal. The best routing for conductors back to the service pumps and Well No. 1 pump shall be evaluated during design, and may include a combination of saw-cutting the concrete floor to the pipe trenches and installing conduit below the floor level, or overhead conduit or cable tray. No surface run conduit on the floor will be allowed to prevent a tripping hazard. Overhead routing may require removal of the trolley and hoist in the eastern chlorine ton cylinder room.

Conceptually the electrical room should be built and equipped close to completion and have the control and power connections to the existing pump and other loads made once the new room's equipment is energized, to minimize outage time for the Oakridge WTP operation. A Maintenance of Operations plan that is agreeable to Water Production shall be developed early in the design and may include backup power to one service pump with a JEA-furnished or rental generator during the interim period if needed.

A larger generator (1000 kW conceptual size) will be needed to power the additional loads of the new pumps. The design will coordinate with JEA's Facilities Group for salvage of the existing genset, ATS and fuel tank. The new generator and fuel tank will be installed west of the existing HSP building. Per JEA Standards the generator shall be furnished with an enclosure, which shall be provided with noise suppression insulation and air plenums designed to provide a sound level of mechanical noise of 86 dB (A) at 15 feet from any point of the enclosure. A minimum of two industrial LED fixtures from Columbia Lighting Model LXEM4-40ML-RFA-EDU or equivalent approved by JEA, spring wound timer light switch, prewired distribution circuit, power panel, and duplex receptacles shall be conveniently provided in the enclosure. It is preferred that the new ATS be located in the new electrical room, but if there is not sufficient room it may be located outside. The ATS shall feature tie-breaker design. It is envisioned that the new generator and fuel tank be located on the west side of the pump station, after the old caustic and hydrogen peroxide chemical containment areas are demolished. This will provide a cost-saving shorter run of conductor between the transformer, ATS and genset. A short access road parallel to the fuel tank and generator will be constructed to accommodate diesel fuel and service trucks.



The potential cost and benefit of removing the existing generator and fuel tank concrete slab will be evaluated during design and a recommendation presented to JEA.

Final renovations to the HSP building will include removal of the existing MCC and SCADA controls, patching of all floor openings, cleaning all drains from the pipe trenches, replacing ceiling lights with LED-fitted fixtures, painting all interior walls, and installing a remote operator interface panel to provide mirrored feedback of Oakridge WTP operations that are on the main HMI screen. The north and west walls and roof over Well 1 are to be demolished to allow easier access to the well pump and piping, and a new wall built to separate the well from the high service pump room. The roll-up door between Well 1 and the proposed electrical room shall be removed and the opening enclosed. Additional doors to be replaced include the roll-up doors to the high service pump room, and the interior door to the fiber optic rack/office area. The restroom shall be renovated with new fixtures, floor tile, lights, and paint. Hydraulic sensing lines on the back wall and associated obsolete wiring and equipment shall be traced, capped, and removed.

JEA will provide direction regarding if the existing HSP building roof should be replaced.

A new discharge pressure sensing line and transmitter shall be installed in a location that surface run or vertical piping exposed above the trench drain grating. A new chlorine residual sampling station shall be constructed along an interior wall and shall include dual chlorine analyzers, a manual sample tap and drain and return line.

Well No. 1 will have its piping partially or totally replaced to allow valve isolation adjacent to the pump and the extreme downstream run, relocate the conductivity meter and a new magnetic flow meter installed with enough straight run to meet the manufacturer's accuracy requirements of 0.2% or better and enough straight run for a parallel strap-on test meter to be installed for periodic EN-50 permit testing. This will require at a minimum replacement of the 16" and 24" piping on the building exterior with new 12" piping that is level and plumb back to the raw water manifold location. All surface-run interior conduit at the well shall be replaced either overhead or sawcut and grouted into the floor to eliminate a tripping hazard.

It is anticipated this project will be bid for construction in late 2023 or early 2024. It is estimated the construction cost for this project will be in the range of \$10,000,000 - \$15,000,000.

### **C. Scope of Work – Design**

The Consultant will provide the following Design services.

#### **a. High Service Pump Replacement**

Pumps shall be selected to meet the general flow rating in Table 1 and the pressure rating supplied by JEA System Planning. The pumps shall be selected and modeled on a manifolded pump curve to demonstrate a smooth transition in

sequencing between pumps on both an increasing and decreasing demand range. Pumps, motors, and valves shall meet the current JEA *WTP Standards Manual*.

Consultant will design the replacement high service pumps and associated systems as follows:

- Six (6) new pumps, to be horizontal split-case, single-stage, double-suction pumps. Consultant will confirm Table 1 sizes with JEA System Planning and O&M.
- Pumps shall be designed to cover the full flow range on VFD's while maintaining sufficient pressure to keep check valves open at minimum speed.
- Shaft seals shall be cartridge type, mechanical. Pump shafts shall have stainless steel sleeves that extend completely through the seal housing.
- Impellers shall be 316 or 316L stainless steel.
- Pump motor synchronous speed shall not exceed 1,800 RPM for motors smaller than 250 HP.
- Hydraulic Institute guidelines outlined in HI 9.6.6-2022 and industry standard cavitation standard cavitation parameters will be observed. Discharge piping and check valves will be sized so that there is sufficient pressure to keep the check valves open at each pump's minimum operating speed.
- The pump design operating pressures and flows are to be provided by JEA. This scope of work does not include hydraulic modeling of the JEA transmission/distribution system, nor hydraulic surge analysis.
- Pump intake hydraulics will be evaluated with Computational Fluid Dynamics (CFD) modeling to verify system piping provides good hydraulic approach conditions to the pumps.
- Pump foundations will be modified or replaced as needed.
- Motors shall be inverter-duty rated. E-stops shall be provided for local de-energizing at the pump.
- Suction and discharge piping and fittings shall be cement lined flanged ductile iron.
- Flanged butterfly valves shall be used for pump isolation on the suction and discharge piping.
- A flanged check valve shall be used on the pump discharge and shall be rubber-flapper style with position indication and limit switches.
- Suction and discharge pressure gauges shall be provided.
- Based on the age of the pump suction and discharge piping and the changed pump sizes and associated pipe sizes and pad locations, we expect that the suction and discharge headers located inside the pump station will be replaced within the existing trenches. However, an allowance of \$5,000 is included in the proposed fee to perform non-destructive ultrasonic evaluation of the suction and discharge piping located in the trenches, if needed. The 30% Conceptual Design will include preliminary locations of new pumps and an evaluation of impacts to the location of tees along the suction and discharge headers.

- Condition evaluation of the buried piping and pump suction and discharge piping located outside of the pipe trenches is not included in this scope of work.
- New pressure monitoring piping shall be routed to not create a walking or tripping hazard.

**b. Electrical System Upgrade**

The scope of the electrical system upgrade is as follows:.

- Consultant will evaluate if a new primary utility electrical service is needed to maintain plant operations during construction, or if a new secondary service only from the existing transformer is sufficient to the new electric room. Design new service feed to sodium hypochlorite building.
- The western-most ton chlorine cylinder room will be modified, including new doors, insulation, air conditioning, lighting, and housekeeping pads for service as an electrical room. Consultant will evaluate placing grout to raise the finished floor elevation to provide cover over conduits to the HSP room and to reasonably meet resiliency recommendations to prevent flooding in the electrical room.
- The existing standby generator will be salvaged.
- Consultant will design a new diesel generator and fuel tank on the southwest side of the site to carry all loads. The initial size is expected to be 1,000 kW.
- Consultant will design a new MCC in proposed electrical room.
- Consultant will design a new ATS and install in the new electrical room if space allows
- The design will include six (6) new VFD's to drive HSP's 1 through 6
- The design will include harmonic distortion limits per IEEE 519
- Consultant will design a new PLC/SCADA panel in electrical room. A new fiber optic cable will be run to the sodium hypochlorite building with a patch panel there for local operations.
- The design will include new Siemens-compatible remote operator interface panel in HSP room
- Routing of new HSP motor feeders and control wiring to electrical room: All conductor shall be in conduit below floor level. It is envisioned that the existing pump room floor will be sawcut to the pipe trenches, where conduit can be mounted on the side of the trenches to each individual HSP location. Conduit will not be installed where it will prevent removal of valves or piping from the trenches.
- All existing and new equipment will be connected to the new MCC, including reservoir fans, Well 1, and lighting panel loads.
- LED Lighting will be designed in Electrical Room per Illumination Engineering Society (IES).
- Fire Alarm will be provided per NFPA and Fire Marshall recommendation and Facility Standards

- Security monitoring including badge access door readers for the new electrical room doors and pump room east side door will be provided. All exterior building doors should be capable of being armed and disarmed from any single badge reader.
- A new fiber optic communication rack and security control equipment will be furnished and existing equipment will be salvaged.
- Equipment layout in the electrical room will comply with fire egress requirements
- New wiring will be provided from reservoir exhaust fans to the new MCC
- New wiring from Well No. 1 to the new MCC will be provided, eliminating surface-mounted conduit on the floor.
- New control wiring will be provided to the plant discharge magnetic flow meter and transmitter, discharge pressure transmitter, chlorine analyzers and check valve limit switches.
- A new chlorine monitoring station complete with dual chlorine analyzers, sink and enclosed storage.
- Consultant will design a junction point for a fiber-optic patch panel and provide wiring to it to reconnect security cameras, perimeter beams and gate access control panel.
- Consultant will perform short circuit, protective device coordination and arc flash analysis including equipment labeling per NFPA 70E.
- Consultant will design modification of PLC programming and control/instrumentation wiring to allow for VFD operation including start-stop sequence based on discharge pressure/flow, pump failure and low reservoir level cut-off and speed control based on system pressure. Consultant will develop the control strategy. JEA will provide programming.

**c. HSP Building Renovation**

Planned renovations to the existing high service pump building include the following:

- Consultant will design new lighting replacement featuring LED fixtures
- The existing MCC, chlorine analyzer, PLC control panel, telemetry cabinet and other cabinets which are no longer utilized will be demolished.
- Consultant will evaluate new vs. renovated restroom options. Options will be to construct a new single unisex restroom in the corner of the new Electrical Room or renovation of the existing restroom.
- Miscellaneous conduit and pipe hangers and brackets will be removed from the walls, and all holes will be patched.
- Consultant will design new above-grade piping for Well No. 1 with butterfly and check valves, flowmeter, conductivity meter, straight run for test meter and downstream isolation valve. The west and north walls and roof over the well will be removed to allow crane access from the exterior.

- Consultant will design new block partition walls to seal off the HSP room and electrical room areas from Well No. 1.
- The design will include cleaning the suction and discharge pipe trenches, including drain piping, and recoat walls and floor. Existing grate frames will be evaluated for replacement. It is expected that the existing fiberglass grating will be reused.
- Roll-up doors by Well No. 1 and the HSP room, and interior door to fiber-optic rack room/office will be replaced. Replacement rollup doors shall be as specified under the JEA 2022 Standards Volume V WTP Specifications, Section XI.
- Screening in exterior wall louvers will be replaced.
- Design will include painting of all interior walls of pump room, electric room, and Well No. 1 area. Seal/coat pump room floor with non-skid coating acceptable to JEA.
- Modification to exterior walls shall feature matching brick or split-face block.

**d. WTP Site Work**

Modifications to the Oakridge WTP site include the following:

- Evaluate the existing septic tank and drain field for feasibility of repair or design a new lift station to discharge to JEA's sanitary sewer system. The feasibility of a gravity sewer connection will be evaluated.
- The existing caustic storage and chemical feed containment area will be demolished.
- The existing hydrogen peroxide chemical feed area will be demolished.
- Consultant will design a driveway extension for service truck access to the new fuel tank and generator
- Consultant will coordinate salvage of the existing generator and fuel tank with JEA Facilities
- The main power breaker and feed cabinet will be demolished after energizing the new secondary service.
- The injection saddles in the chlorine injection vault will be replaced.
- The flow meter vault will be evaluated for structural integrity.
- The accuracy of the flowmeter will be verified.
- The isolation and bypass valves will be evaluated for operability and replaced if necessary.

**e. Maintenance of Plant Operation**

The Consultant will incorporate measures in the drawings and specifications to enable HSP operation during construction to the extent reasonably feasible. The sequence of construction shall be constrained, and temporary construction required, as necessary. To minimize the number and duration of outages the design is expected to include a phased sequence of construction. Specific allowable outages, their duration and coordination with JEA operations shall be

specified. A conceptual Maintenance of Plant Operation (MOPO) plan will be included in the 30% Conceptual Design and updated in subsequent design submittals.

**f. Resiliency Requirements**

A study performed by JEA determined that the existing pump building slab elevation and the new electrical room slab elevation are currently above the 100-year flood elevation. Additionally, the study stated that the existing drainage design for the Oakridge WTP has protected the plant during normal and hurricane type events since it was built and is believed to be adequate. Concrete housekeeping pads will be included in the new electrical room which will raise the MCC and associated gear 4"-6" above the slab to minimize contact with wet floors.

**g. Civil Engineering**

C&ES will provide site/civil engineering. Frank Gray will be the primary civil engineer for the Carollo team and will lead the C&ES subconsultant team. See the attached proposal from C&ES (Attachment A).

**h. Surveying**

Two types of surveying will be performed.

- Degrove Surveyors, Inc. will prepare a limited topographic survey for the area of the site significantly impacted by this project. In general, the topographic survey will be performed for the southern portion of the site, from the southern edge of the southernmost GST to the southern property line and extending from the eastern property line to the western property line. The topographic survey will extend to the closest sewer manhole located on Saints Road. See the attached proposal from Degrove Surveyors, Inc. (Attachment B).
- WGI will perform a LIDAR scan of the pump room. This survey will provide locations for existing pumps, piping, valves, and related equipment to a tolerance of 0.25 inches and is required to support detailed mechanical design. See the attached proposal from WGI. WGI will provide these services as a specialty subconsultant to Degrove (Attachment C).

**i. Geotechnical Engineering**

CSI-Geo will provide geotechnical engineering support for this project. CIS Geo will install three borings, one each for the lift station, standby generator, and fuel tank, will perform laboratory testing, and will provide a report. See the attached proposal from CSI Geo (Attachment D).

**j. Architect**

Michael A. Byrd, Architect, will provide professional architectural services related to the building renovations. See the proposal from Michael Byrd (Attachment E).

**k. Lead Based Paint Abatement**

Alpha Envirotech Consulting, Inc. (AEC) will provide environmental engineering services related to lead-based paint abatement. A report titled “Limited Lead-Containing Paint Survey Report, GLE Project No. 20112-00205, August 2020” was included as an attachment to the RFQ issued for this project. Instances of lead contaminated paint were noted. AEC will confirm lead-based contamination and specify appropriate surface preparation or demolition of structures testing positive for lead-based paint in accordance with applicable lead abatement and Occupational Safety and Health Administration (OSHA) rules. See the proposal from AEC for details (Attachment F). Note that this proposal is for services through Bid only. Services that may be needed during Construction cannot be estimated at this time until we are able to determine what needs to be removed and work with the contractor to develop a material management plan. A change order will be submitted when that scope of work can be developed.

#### **I. Preliminary Drawing List**

A preliminary drawing list is included as Attachment G. The drawing list will be revised as the project design progresses.

### **D. Tasks and Deliverables**

#### **Task 1 – 10% Schematic Design Document**

The ten percent (10%) Schematic Design Document will include:

- Updated Project Scope Statement (PSS)
- Major Equipment List
- Major Equipment identified
- Process Flow Diagram
- Draft Piping & Instrumentation Diagram (P&ID)
- Itemized Standards
- Plan Views
- Site layout
- Structural, mechanical, architectural, electrical, and instrumentation design parameters
- Class 4 Process Design Process Level and Major Equipment cost estimate (+30%/-30%)

#### **Task 2 – 30% Conceptual Design Document**

The thirty percent (30%) Conceptual Design Document will include:

- Updated Project Scope Statement (PSS)
- Finalized process calculations
- Hydraulic Analyses
- Survey (topographic and LIDAR)
- Geotechnical Engineering
- Process and instrumentation diagrams (P&IDs) finalized and locked

- Electrical one-line diagram (schematics)
- Pump sizing and selection
- Conceptual MOPO Plan
- Plan views & major elevation drawings, electrical and I&C drawings
- List of specifications
- QC performed
- Class 3 conceptual cost estimate with equipment quotes (+30%/-15%)

### **Task 3 - 60% Design Document**

The sixty percent (60%) Design Document will include:

- Updated Project Scope Statement (PSS)
- Design drawings (structural, mechanical, architectural, electrical, process, instrumentation, civil)
- Written Specifications
- Construction sequence – Updated MOPO Plan
- Permit Applications
- QC performed
- Class 2 cost estimate (+20%/-15%)

### **Task 4 – 90% Design Documents**

The Ninety percent (90%) Design Document will include:

- Updated Project Scope Statement (PSS)
- Design drawings (structural, mechanical, architectural, electrical, process, instrumentation, civil)
- Written specifications
- Design calculations
- Construction sequence – Updated MOPO Plan
- Applicable permits (depending upon review agency schedule and activity)
- QC performed
- Class 2 cost estimate (+15%/-10%)

### **Task 5 – 100% Design Documents**

The 100% Design Document will include:

- Updated Project Scope Statement (PSS)
- Final engineering drawings
- Final written specifications
- Final Basis of Design Document
- Final QC performed
- Final Design Calculations
- Final MOPO Plan
- Final survey
- Class 1 cost estimate (+10%/-5%)



- Asset Management spreadsheet

#### **Task 6 – Bid Documents**

The Bid Document will include:

- Bid set engineering drawings
- Bid set written specifications
- Proposal (bid) Form
- Related Bid documents

#### **Task 7 – Permitting Phase Services**

Consultant will aid JEA in filing and obtaining necessary permits from local and state agencies. The following permits are expected to be required. Note that if the existing auxiliary generator pad is demolished then a stormwater permit is not expected to be required.

- FDEP Application for a Specific Permit to Construct PWS Components (DEP Form 62-555.900(1))
- City of Jacksonville 10 set Review

Permitting assistance provided by the Consultant will include:

- a. Pre-meetings with permit authorities to ensure necessary approvals.
- b. Preparation of applications, exhibits, drawings, and specifications for execution and submittal.
- c. Furnishing additional information about the project design as required for permit approval.
- d. Submittal of applications to the permitting authorities.
- e. JEA will provide payment for necessary permits.

#### **Task 8 – Bid Phase Services**

Consultant will provide the following services during bidding:

1. If requested by JEA, Consultant will attend the pre-proposal conference at the date and time established by JEA.
2. Consultant will interpret construction contract documents in regard to Contractor questions and support JEA with drawings and/or specification updates for addenda issuance. JEA will coordinate and issue all addenda.
3. JEA will conduct the proposal opening. The Consultant is not required to attend the proposal opening.
4. Consultant will provide conformed drawings and specifications. JEA will be responsible for the coordination and distribution of conformed copies of the construction contract documents.

#### **Task 9 – Engineering Services During Construction (ESDC)**

Consultant will provide the following services during construction:

1. Construction Administration consisting of the following

- Contract Interpretations and Clarifications – Consultant will issue technical interpretations and clarifications of the Construction Contract Documents in a timely manner, but not to exceed five (5) working days of their request. Non-technical administrative interpretations will be issued by JEA.
- Change Orders – Changes to the Contract may be the result of unforeseen conditions or interferences identified by the Contractor during the routine progress of work, inadvertent omissions (betterment) issues in the contract documents, or minor additional improvements requested by JEA after the project bid date. JEA will review and handle justifications of change orders. Carollo will provide a maximum of 24 hours in assistance to JEA with change orders. It is noted that Carollo services do not include claims analysis or litigation support.

## 2. Specialty Inspection Services

Consultant will provide specialty inspection services during the construction phase of the project. The inspections will be performed by the Engineer of Record and/or other Engineering disciplines as applicable for duration of the construction project to observe construction and monitor work as needed. The inspections will provide observation of the construction to help determine whether the provisions of the Contract Documents are being fulfilled and to reasonably protect JEA against defects and deficiencies in the work of the Contractor. Compensation is based on an assumed 18-month project duration, with a level of effort not to exceed one (1) per week on average. In addition:

- Consultant, working principally through JEA’s construction inspector, will assist the Contractor in the understanding the intent of the Contract Documents; and will assist in serving as JEA’s liaison with the Contractor.
- Neither Consultant nor JEA will bear any responsibility for the Contractor’s construction means or methods, nor have any responsibility for job site safety.

3. Attend and participate in the pre-construction meeting to answer technical questions.
4. Review and approve shop drawings. It is anticipated that 200 shop drawings will be submitted. This proposal includes time for two (2) reviews per shop drawing. If the second review cannot be approved, the submitting contractor will fund the additional reviews.
5. Attend monthly status (progress) meetings/site visits.
6. Respond to Contractor RFIs. A total of 36 RFIs are included in this proposal based on an 18-month construction schedule and providing two (2) responses per month. Responses that require any corrections to plans or specifications are not to be counted against this total.
7. Review Asset Management Information submittals and completed work submitted as part of the monthly contractor’s invoice to ensure compliance with plans and specifications.
8. Preparation of FDEP certification, if required
9. Attend a Substantial Completion walkthrough, prepare a list of items requiring correction or completion by the contractor, and review the constructed improvements for final completion.
10. Review and approve final O&M manuals for the equipment.

11. **Record Drawings.** Consultant will prepare and distribute to JEA within 20 working days of the date of receipt of marked-up, red-lined field drawings from the Construction Contractor, two sets of 22 x 34-inch prints. Carollo will also deliver one AutoCAD electronic version of the record drawings in CAD standard and one pdf version of the record drawings. The record drawings will incorporate those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by the Construction Contractor to Carollo.

**Task 10 – Opinion of Construction Cost**

Consultant will prepare opinions of construction cost at all stages of deliverables in accordance with the Association for the Advancement of Cost Engineering International, Inc. (AACE) and JEA Design Consultant Cost Estimating Manual for the purpose of assisting JEA in preparing budget funding request, evaluating design options. Expected accuracy will be as follows: Class 4 estimate for ten percent (10%) design deliverable; Class 3 estimate for thirty percent (30%) design deliverable; Class 2 estimate for sixty percent (60%) design deliverable; Class 2 estimate for ninety percent (90%) design deliverable; and Class 1 estimate for one hundred (100%) design deliverable.

**Task 11 – Quality Management**

Consultant will perform internal quality reviews prior to each design submittal. Reviews will be performed by senior technical personnel in accordance with standard procedures of the Consultant. Consultant will provide written documentation that this task was performed.

**Task 12 – Meetings During Design and Bidding**

Consultant will attend seven meetings during design as follows. Consultant will prepare and submit meeting minutes after each meeting

1. Design Kickoff Meeting – Consultant will attend one design kickoff meeting.
2. Submittal Review Meetings – Consultant will attend four design review meetings, including one meeting to be held after each of the 10%, 30%, 60% and 90% design submittals.
3. Additional Meetings – Consultant will budget to attend two additional meetings during design.

**Task 13 – Meetings During Construction**

Consultant will participate in forty-two (42) meetings during construction as shown below. If the construction duration is different than the 18-month duration JEA stated in the RFQ, then this task may need to be revised. The Consultant PM and/or the Consultant Backup PM will attend each meeting during construction in person. Other Consultant staff will attend as appropriate, and some attendees will participate remotely. It is assumed that JEA will be responsible for scheduling the meetings and providing meeting notes.

- 1 – Preconstruction Kick-off Meeting

18-Monthly Progress Meetings During Construction (based on assumed construction duration of 18 months)

1 – Substantial Completion Walk-Through and Meeting

1 – Final Completion Meeting

3 – Additional Meetings As Needed

24 – Total meetings

#### **Task 14 – Project Management**

Consultant will provide project management services throughout the project, including managing staff and subconsultants, and administering the project. The duration of this task is 32 months, which includes five (5) months for bidding and award of the construction project and eighteen (18) months for construction. The construction duration is an assumption. The actual construction duration is beyond the control of the Consultant and may be different than assumed. The duration and value of this task may need to be revised if the project duration is different than assumed herein.

#### **F. SCHEDULE**

The proposed project schedule is shown on Figure 2.

#### **G. COMPENSATION**

Total compensation will be \$1,227,949.36 to be paid by JEA on a lump sum fee basis. A summary of the engineering fee is provided in Attachment H. This fee is based on labor rates that will be valid for twelve (12) months after contract execution, and are subject to annual CPI-based increase thereafter. Consultant's services will be invoiced monthly on a percent complete basis. A project status report will be included with each invoice.

#### **H. JEA RESPONSIBILITIES**

Below is a list of items that shall be provided by JEA.

- Design flow rates and pressures for the new high service pumps and for the well pump.
- Hydraulic modeling of the JEA transmission/distribution system, and surge modeling as required.
- Record drawings of existing facilities.
- Review deliverables and provide comments within the timeframes noted below after receipt of submittals:
  - 10% Review – 10 working days
  - 30% Review - 15 working days
  - 60% Review - 10 working days
  - 90% Review - 10 working days
  - 100% Review - 5 working days

#### **I. ADDITIONAL SERVICES**

Services not included in this scope of work will be considered to be additional services. Consultant can provide additional services upon written authorization based on additional, negotiated fee and schedule adjustment.

Task No.	Task Description	Carollo Labor and Rates																	Subconsultants						Other Direct Costs			Subtotal Costs		
		Project Manager	Mechanical Engineer	Electrical Engineer	Structural Engineer	Backup Project Manager	Backup Civil Engineer	Backup Mechanical Engineer	Backup Electrical Engineer (I&C)	Lead Project Professional	Project Professional	Professional Engineer	Assistant Professional	Sr. Technician	Technician	Administration	CC, OPCC, MOFO, & Constructability	Subtotal Carollo Labor Hours	Subtotal Carollo Labor Costs	Michael Byrd, AIA (Architect)	Civil Engineer - C&ES Consultants, Inc *	CSI Geo *	Alpha Environmental Consulting, Inc. *	DeGrove Surveyors, Inc.	Subtotal Subconsultants	Travel	Other Costs		Subtotal Other Direct Costs	
Hourly Billing Rate		\$258.00	\$291.00	\$258.00	\$291.00	\$258.00	\$225.00	\$291.00	\$291.00	\$225.00	\$208.05	\$176.76	\$147.00	\$147.00	\$136.50	\$111.00	\$275.00													
1	10% Schematic Design	4	24	9	0	8	4	24	8	24	30	32	68	32	52	1	4	324	\$62,921							\$0	0	0	\$0	\$62,921
2	30% Conceptual Design	4	24	19	16	8	4	24	10	36	80	24	204	117	76	9	8	663	\$120,178						\$0	1500	0	\$1,500	\$121,678	
3	60% Design	8	43	23	48	16	4	0	11	65	80	0	271	203	124	15	16	927	\$166,646						\$0	500	0	\$500	\$167,146	
4	90% Design	4	20	19	48	8	4	0	12	29	90	0	167	130	53	12	16	612	\$114,053						\$0	500	0	\$500	\$114,553	
5	100% Design	4	5	17	16	8	0	0	5	8	40	0	41	39	16	3	0	202	\$39,447						\$0	1000	0	\$1,000	\$40,447	
6	Bid Documents	2	5	5	8	4	0	0	0	8	0	0	17	19	8	2	0	78	\$15,027						\$0	0	500	\$500	\$15,527	
7	Permitting Phase Services	1	0	4	8	4	0	0	0	0	0	0	4	8	0	0	0	29	\$6,414						\$0	0	1000	\$1,000	\$7,414	
8	Bidding Phase Services	1	1	12	4	4	0	0	0	8	0	0	24	24	0	0	0	78	\$14,697						\$0	0	0	\$0	\$14,697	
9	Construction Phase Services	18	4	172	16	18	4	4	0	100	0	0	488	32	40	50	40	986	\$182,498						\$0	0	0	\$0	\$182,498	
10	Opinion of Probable Construction Cost (5)	4	2	0	16	8	4	0	0	2	0	0	4	0	0	0	140	180	\$48,772						\$0	0	0	\$0	\$48,772	
11	Quality Management	4	4	42	24	8	16	1	42	8	0	0	68	8	0	0	320	545	\$139,165						\$0	0	0	\$0	\$139,165	
12	Meetings - Design (7) & Bidding (1)	16	32	21	4	16	0	4	21	16	34	0	30	0	0	8	0	202	\$47,397						\$0	7500	0	\$7,500	\$54,897	
13	Meetings - Construction (42)	42	18	68	4	42	0	8	0	36	0	0	0	0	0	21	0	239	\$58,377						\$0	6800	0	\$6,800	\$65,177	
14	Project Management and Coordination Allowance for non-destructive pipe evaluation	24	0	0	0	24	0	0	0	0	0	0	0	0	0	36	0	84	\$16,380						\$0	0	0	\$0	\$16,380	
Total Project Hours		136	182	411	212	176	40	65	109	340	354	56	1386	612	369	157	544	5149							0				5149	
Total Fee		\$35,088	\$52,962	\$106,038	\$61,692	\$45,408	\$9,000	\$18,915	\$31,719	\$76,500	\$73,650	\$9,899	\$203,742	\$89,964	\$50,369	\$17,427	\$149,600	\$1,031,971.76	\$43,496	\$81,047	\$10,348	\$23,540	\$18,247	\$176,678	\$17,800	\$1,500	\$19,300	\$1,227,949.36		

\* = JSEB Fee % total  
 C&ES \$81,047 6.6%  
 CSI Geo \$10,348 0.8%  
 Alpha Env. \$23,540 1.9%  
 \$114,935 9.4%



# Formal Bid and Award System

Award #3 February 23, 2023

**Type of Award Request:** INVITATION FOR BID (IFB)  
**Requestor Name:** Ramirez, Samuel  
**Requestor Phone:** (904) 665-6960  
**Project Title:** Twin Creeks Pump Station Upgrades  
**Project Number:** 8006366  
**Project Location:** JEA  
**Funds:** Capital  
**Business Unit Estimate:** \$9,700,000.00

**Scope of Work:**

The scope of work for this construction services contract includes upgrades of the Twin Creeks Wastewater Pump Station. The Contractor shall furnish all labor, materials, equipment and incidentals required to complete the Twin Creeks Booster Pump Station Upgrades Project in its entirety per Drawings and Technical Specifications. The Contractor shall strictly follow JEA’s Water & Sewer Standards Manual.

As growth continues in Saint Johns County, the Twin Creeks Booster Pump Station needs an upgrade to meet future capacity demands and to replace old equipment.

**JEA IFB/RFP/State/City/GSA#:** 1410975046  
**Purchasing Agent:** Rix, Lynn W.  
**Is this a Ratification?:** NO

**RECOMMENDED AWARDEE(S):**

Name	Contact Name	Email	Address	Phone	Amount
SAWCROSS, INC.	Mark Hickinbotham	markh@sawcross.com	10970 New Berlin Road, Jacksonville, FL 32226	904-751-7500	\$9,933,000.00

**Amount for entire term of Contract/PO:** \$9,933,000.00  
**Award Amount for remainder of this FY:** \$698,290.00  
**Length of Contract/PO Term:** Project Completion  
**Begin Date:** 03/09/2023  
**End Date:** Project Completion (Expected: February 2025)  
**JSEB Requirement:** Five Percent (5%) Requirement  
**Comments on JSEB Requirements:**  
 RZ Service Group (Material Supplier) – 5%

**BIDDERS:**

Name	Bid Amount
SAWCROSS, INC.	\$9,933,000.00
FERREIRA CONSTRUCTION SOUTHERN DIVISION, INC.	\$10,156,089.96

**Background/Recommendations:**

Advertised on 12/22/2022. Five (5) prime contractors attended the mandatory pre-bid meeting held on 01/11/2023. At the bid opening on 02/07/2023, JEA received two (2) Bids. Non bidders stated workload, lack of resources and project size as reasons not to participate. Sawcross, Inc. is the lowest responsive and responsible Bidder. A copy of the Bid Form and Workbook are attached for reference.

The purpose of this project is to fulfill a critical need to upgrade the existing Twin Creeks Booster Pump Station and replace old equipment. This station will convey wastewater to the Greenland Water Reclamation Facility (WRF) as Blacks Ford WRF is running at full capacity.

The award amount of \$9,933,000.00 is approximately 2.4% higher than the business unit estimate due to a rise in materials and labor costs. The bid amount is deemed reasonable.

1410975046 – Request approval to award a contract to Sawcross, Inc. for construction services for the Twin Creeks Pump Station Upgrades in the amount of \$9,933,000.00, subject to the availability of lawfully appropriated funds.

**Senior Manager:** Doherty, Peter F. - Senior Manager Project Management  
**Director:** Conner, Sean M. - Dir W/WW Project Engineering & Construction  
**VP:** Melendez, Pedro A. - VP Planning Engineering & Construction

**APPROVALS:**

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

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**Budget Representative** **Date**



Appendix B - Bid Form  
1410975046 – Twin Creeks Pump Station Upgrades

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

Company Name: Sawcross, Inc.

Company's Address: 10970 New Berlin Road, Jacksonville, FL 32226

License Number: CGC036203

Phone Number: 904-751-7500 FAX No: 904-751-0600 Email Address: markh@sawcross.com

**BID SECURITY REQUIREMENTS**

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

**TERM OF CONTRACT**

- One Time Purchase  
 Annual Requirements  
 Other, Specify - Project Completion

**SAMPLE REQUIREMENTS**

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

**SECTION 255.05, FLORIDA STATUTES CONTRACT BOND**

- None required  
 Bond required 100% of Bid Award

**QUANTITIES**

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

**INSURANCE REQUIREMENTS**

**Insurance required**

**PAYMENT DISCOUNTS**

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

**ENTER YOUR BID FOR SOLICITATION 1410975046**

**TOTAL BID PRICE**

Total Bid Price (enter total from cell F49 in the Bid Workbook)	<b>\$ 9,933,000.00</b>
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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 4

  
 Handwritten Signature of Authorized Officer of Company or Agent Date

Mark Hickinbotham, President  
 Printed Name and Title

2/7/2023

**1410975046 - Appendix B - Bid Workbook**  
**Twin Creeks Pump Station Upgrades**  
(Only Complete the Prices in Yellow Cells)

				Company:		SAWCROSS, INC.	
Item	Description	Est. Qty.	Unit	Unit Price	Total		
<b>PART 'A' - UNIT PRICE BID</b>							
<b>Phase I – Site Preparation, Demolition and Bypass Pumping System</b>							
1	Mobilization	1	LS	\$ 150,000.00	\$ 150,000.00		
2	Install Temporary Bypass Pumping System	1	LS	\$ 360,000.00	\$ 360,000.00		
3	Demolition of existing structures, piping, pumps, and equipment as indicated in the drawings	1	LS	\$ 550,000.00	\$ 550,000.00		
<b>Phase II – Installation of New Electrical Building</b>							
4	Construct building including doors, windows, and gutters.	1	LS	\$ 450,000.00	\$ 450,000.00		
5	Installation of HVAC and Plumbing external and internal of building	1	LS	\$ 110,000.00	\$ 110,000.00		
6	Installation of all electrical components external and internal of building	1	LS	\$ 700,000.00	\$ 700,000.00		
<b>Phase III – Installation of New Booster Pump Station and Emergency Engine Driven Pump Station</b>							
7	Construct new extended booster pump station slab-on-grade and pump equipment pads	1	LS	\$ 320,000.00	\$ 320,000.00		
8	Installation of six (6) 140 HP Dry-Pit Submersible Primary Booster Pumps and one (1) Engine Driven Pump	1	LS	\$ 1,200,000.00	\$ 1,200,000.00		
9	Installation of 2000 Gallon Fuel Storage Tank and all associated piping, valves, and accessories	1	LS	\$ 95,000.00	\$ 95,000.00		
10	Installation of all piping, fittings, valves, actuators, meters, and accessories for the new booster pump station as shown in the drawings	1	LS	\$ 1,310,000.00	\$ 1,310,000.00		
11	Installation of all station electrical components including pump disconnect switches and JEA demarcation boxes	1	LS	\$ 2,200,000.00	\$ 2,200,000.00		
<b>Phase IV – Modifications to Existing Influent Header and Installation of New Jockey Pump Station</b>							
12	Construct jockey flow meter assembly slab-on-grade and pump equipment pads	1	LS	\$ 85,000.00	\$ 85,000.00		
13	Installation of three (3) 20 HP Dry-Pit Submersible Pumps and all associated electrical components	1	LS	\$ 195,000.00	\$ 195,000.00		
14	Installation of all piping, fittings, valves, actuators, meters, and accessories for the new jockey pump station bypass system, and jockey flow meter assembly as shown in the drawings	1	LS	\$ 420,000.00	\$ 420,000.00		
15	Furnish and Install Air Release Valve Drainage System	1	LS	\$ 25,000.00	\$ 25,000.00		
<b>Phase V - Site Improvements</b>							
16	Support and/or temporary relocation of utilities; backfill and compaction; site safety and security; site restoration; and all incidental work and materials at the Twin Creeks Booster Pump Station as described in the summary of work, technical specifications and as shown on the drawings.	1	LS	\$ 200,000.00	\$ 200,000.00		
17	Grade site as shown in the drawings	1	LS	\$ 60,000.00	\$ 60,000.00		
18	Construct new asphalt driveways and install bollards as indicated in the drawings	1	LS	\$ 80,000.00	\$ 80,000.00		
19	Install new stormwater inlets and grates to tie into existing drainage system	1	LS	\$ 35,000.00	\$ 35,000.00		
<b>Phase VI - Control Logic and Testing</b>							
20	Installation of SCADA system	1	LS	\$ 35,000.00	\$ 35,000.00		
21	Testing of Primary and Jockey Pumping System	1	LS	\$ 20,000.00	\$ 20,000.00		
22	Testing of Engine Driven Pump System	1	LS	\$ 20,000.00	\$ 20,000.00		
					<b>'PART A' SUBTOTAL UNIT PRICE BID</b>		<b>\$ 8,620,000.00</b>
<b>PART 'B' - ALLOWANCES</b>							
<b>Item</b>	<b>Description</b>				<b>Total</b>		
23	Testing Allowance				\$ 10,000.00		
24	JEA Supplemental Work Allowance (SWA)				\$ 400,000.00		
					<b>'PART B' SUBTOTAL ALLOWANCES</b>		<b>\$ 410,000.00</b>
					<b>TOTAL 'PART A' + 'PART B' ITEMS</b>		<b>\$ 9,030,000.00</b>
25	General Conditions (maximum 10.00% of Part A + Part B Subtotal)	10% max		10.00%	\$ 903,000.00		

**Total Bid Price - Enter this value on Appendix B - Bid Form \$ 9,933,000.00**

JSEB Requirement Overview	
Total Bid Price less Mobilization, Testing Allowance, SWA, GCs:	\$8,470,000.00
JSEB Requirement:	5%
JSEB Requirement (dollars):	\$423,500.00

BID BOND

STATE OF FLORIDA

COUNTY OF:  Duval

KNOW ALL PERSONS BY THESE PRESENTS, That we, Sawcross, Inc. (hereinafter called "Principal"), and Western Surety Company as Surety (hereinafter called "Surety"), are held and firmly bound unto the JEA of the City of Jacksonville, Florida (hereinafter called the "JEA"), in the sum of \$ 5% of Amt Bid lawful money of the United States of America, for the payment which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents:

WHEREAS, the Principal contemplates submitting or has submitted a Bid to the JEA for:

Solicitation Number 1410975046; Twin Creeks Pump Station Upgrades

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WHEREAS, it was a condition precedent to the submission of said Bid that a certified check or Bid Bond in the amount of 5% of Amt Bid be submitted with said Bid as a guaranty that the Principal would, if awarded the contract, enter into a written contract with the JEA and furnish a Section 255.05 Florida Statutes Contract Bond in an amount equal to 100% of the Contract Price for the performance of said contract, within ten consecutive calendar days after written notice being given of acceptance by the JEA.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the Bid of the Principal herein be accepted and said Principal, within ten consecutive calendar days after written notice being given of such acceptance, enters into a written contract with the JEA, and furnishes a Section 255.05, Florida Statutes Contract Bond in an amount equal to 100% of the Contract Price satisfactory to the JEA, then this obligation shall be void; otherwise, the sum herein stated shall be due and payable to the JEA, and the Surety herein agrees to pay said sum immediately upon demand of said JEA, in good and lawful money of the United States of America; as liquidated damages for failure thereof of said Principal.

IN WITNESS WHEREOF, the said Principal and the said Surety have duly executed this bond the 7th day of February, 2023.

ATTEST:

[Signature]  
Signature

Christina Parker, Witness  
Type/Print Name

[Signature]  
Signature

Debbie Shortz, Witness  
Type/Print Name

Signed, Sealed and Delivered in the Presence of

[Signature]  
Signature

April L. Lively, Witness  
Type/Print Name

[Signature]  
Signature

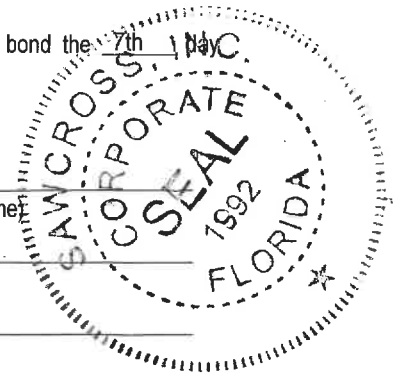
Kelly Phelan, Witness  
Type/Print Name

Sawcross, Inc.  
(Principal Company Name)

[Signature]  
Signature

Mark Hickenbotham  
Type/Print Name

President  
Title  
AS PRINCIPAL



Western Surety Company  
(Surety Company Name)

[Signature]  
Signature

Allyson Foss Wing  
Type/Print Name

Attorney-in-Fact & FL Licensed Resident Agent  
Title  
AS SURETY

Inquiries: (407) 834-0022



Name of Agent: Guignard Company - Allyson Foss Wing

Address: 1904 Boothe Circle  
Longwood, FL 32750

Countersigned:

By [Signature]  
Resident Agent Allyson Foss Wing  
State of Florida

Name of Firm: Guignard Company

Address: 1904 Boothe Circle  
Longwood, FL 32750

Form Approved:

Assistant General Counsel

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Bryce R Guignard, M Gary Francis, April L Lively, Paul J Ciambriello, Jennifer L Hindley, Margie L Morris, Allyson Foss Wing, Deborah Ann Defoe, Christine A Morton, Kelly Phelan, David R Turcios, Individually**

of Longwood, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 22nd day of March, 2022.



WESTERN SURETY COMPANY

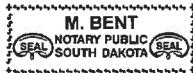
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 22nd day of March, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

### CERTIFICATE

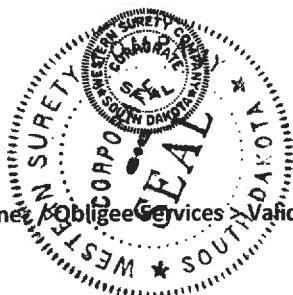
I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 7th day of February, 2023.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner, Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.



Appendix B – Minimum Qualifications Form  
1410975046 - Twin Creeks Pump Station Upgrades

**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: Sawcross, Inc.

BUSINESS ADDRESS: 10970 New Berlin Road


CITY, STATE, ZIP CODE: Jacksonville, FL 32226

TELEPHONE: (904) 751-7500

FAX: (904) 751-0600

E-MAIL: markh@sawcross.com

PRINT NAME OF AUTHORIZED REPRESENTATIVE: Mark Hickinbotham

SIGNATURE OF AUTHORIZED REPRESENTATIVE: 

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE: Mark Hickinbotham, President

**MINIMUM QUALIFICATIONS:**

Bidder shall have the following Minimum Qualifications to be considered eligible to submit a Bid in response to this Solicitation. It is the responsibility of the Bidder to ensure and certify that it meets the Minimum Qualifications stated below. A Bidder not meeting all of the following criteria will have their Bids rejected:

- Only those companies approved to be on JEA’s Responsible Bidders List (RBL) **WP1 Pump Station Installation, Construction, Maintenance and Repair**
  - Visit [https://www.jea.com/About/Procurement/Become\\_a\\_Vendor/](https://www.jea.com/About/Procurement/Become_a_Vendor/) to learn how to become approved.
- Contractor or subcontractor shall have successfully self-performed one project that consisted of the installation of a minimum 100 LF of 6-inch or greater schedule 40 stainless steel flanged piping.
- Contractor or subcontractor shall have successfully self-performed one project that consisted of the installation of a minimum of 450 LF of 18-inch diameter or greater AWWA C900 piping by open trench.
- Contractor or subcontractor shall have successfully self-performed one project that consisted of the installation of two (2) or greater dry-pit submersible pumps with horsepower of sixty (60) or greater in wastewater applications.
- Reference projects shall have been completed within the past five (5) years.
- Bidder shall have a valid State of Florida General or Underground Contractor’s license number.

**Please provide the reference information requested below in the following pages.**

Appendix B – Minimum Qualifications Form  
1410975046 - Twin Creeks Pump Station Upgrades

**1. REFERENCE**

Reference Name: Marcus Pinson, P.E.

Reference Phone Number: 904-209-4274

Reference Company Name: City of St. Augustine

Address of Work: 501 Riberia Street, St. Augustine, FL 32084

Reference E-Mail Address: mpinson@citystaug.com

Dates of Work/Number of Sites: March 2016 - October 2018

Description of Work including contract value: WWTP Clarifier and RAS Pump Upgrade - \$1,957,735.57

Complete replacement of clarifier mechanism equipment within two existing 100ft. diameter secondary clarifiers including drive units, center columns, sludge withdrawal systems, handrails and walkways, influent feedwells, and scum removal systems. Refurbishment of the interior and exterior surfaces of the concrete tanks including cleaning, structural repairs and interior and exterior coatings of clarifier tank walls. Replacement of three 60 H.P. dry pit submersible RAS pumps; general rehabilitation and improvements to the RAS Pump Station building; modification of existing sludge wet well including constructing new concrete wall; rerouting RAS discharge piping via pump station building roof; and installation of new variable frequency drives (VFDs) as an alternate bid item.

**2. REFERENCE**

Reference Name: Elizabeth DiMeo, P.E.

Reference Phone Number: 904-665-8139

Reference Company Name: JEA

Address of Work: 7696 Lenox Ave., Jacksonville, FL 32221

Reference E-Mail Address: dimmea@jea.com

Dates of Work/Number of Sites: January 2018 - June 2018

Description of Work including contract value: Lenox Class III-IV Pump Station Replacement - \$2,967,000 not including \$1.4 mil of owner supplied pumps, gen, fuel tank, diesel driven backup pump & mixers. Construction of a new 9 MGD triplex submersible pump station. Includes a 28'x28'x30' deep sheeted cofferdam including a double stage wellpoint dewatering system and a complete 23' x 23' x 20' deep poured in place concrete wetwell. JEA provided the three 50 H.P. submersible pumps, one submersible mixer, one 200 KW standby generator and one 12" Godwin diesel driven pony pump. All the equipment was installed and started up by Sawcross. Over 100' of above ground piping which was welded 316 stainless steel from 8" to 20". Sitework included all clearing, excavation, grading, paving and landscaping. Coatings inside the wetwell were GML-Green Monster elastomeric coating system. The project also included all electrical work. It was a major controls project complete with three VFD's, field instruments and all SCADA work.

Appendix B – Minimum Qualifications Form  
1410975046 - Twin Creeks Pump Station Upgrades

3. REFERENCE

Reference Name: Brian Philips

Reference Phone Number: 904-665-7625

Reference Company Name: JEA

Address of Work: 14981 Philips Highway Jacksonville, FL 32256

Reference E-Mail Address: philbr@jea.com

Dates of Work/Number of Sites: August 2018 - September 2019

Description of Work including contract value: US-1 South Re-Pump & Booster PS - \$7,155,363.00  
Construction of a new 3,044 square foot split-face block building which will include a booster pump room booster pump building including electrical room, restroom, and storage room. Five 2,400 gpm horizontal split case pumps (2 re-pump and 3 booster pumps), duplex grinder pump station, sump pump, process piping, valves, and appurtenances, motor-operated 3-ton bridge crane, HVAC system including fans, louvers, and associated duct work, control panel/PLC, switchboard and VFDs, low voltage power distribution equipment, lighting and receptacles, automatic transfer controller, 750 kw generator, fuel storage tank, and concrete pads, security panel and controls, and lightning protection system. Construction of one (1) 1.5 MG prestressed concrete ground storage tank with tank fill assembly (pressure reducing and sustaining valves), tank appurtenances, tank instrumentation with lightning protection system. 720' of 20", 24" and 30" of C-900 and DIP water main from the pump station to a tie-in at State Road US-1. A sodium hypochlorite feed and storage system with a duplex chemical pump skid, concrete pad, containment, and a pre-engineered metal building, one (1) double walled 2,500-gallon storage tank and appurtenances, chemical feed piping, valves, and appurtenances, lightning protection system, remote I/O cabinet, low voltage power distribution equipment, lighting and receptacles. All instrumentation, programming and electrical components including conduit, wires, motors, control panels, cabling, and other field instruments for a fully functioning system.




**LIST OF SUBCONTRACTORS**

JEA Solicitation Number 1410975046 requires certain major Subcontractors be listed on this form, unless the work will be self-performed by the Company.

The undersigned understands that failure to submit the required Subcontractor information on this form will result in bid rejection, and the Company agrees to employ the Subcontractors specified below: (Use additional sheets as necessary)

Note: This list of Subcontractors shall not be modified subsequent to bid opening, without a showing of good cause and the written consent of JEA.

Type of Work	Corporate Name of Subcontractor	Subcontractor Primary Contact Person & Telephone Number	Subcontractor's License Number (if applicable)	Percentage of Work or Dollar Amount
Electrical	Cogburn Bros.	Chad Walker 904-358-7244	EC-0000426	23%
Roofing	Barber & Assoc.	Matt Michelsen 904-744-4067	CGC1520447 CCC057845	<1%

Signed:   
Mark Hickinbotham, President  
Company: Sawcross, Inc.  
10970 New Berlin Road  
Address: Jacksonville, FL 32226  
Date: 2/7/2023



# JSEB BID FORM

## List of JSEB Subcontractors

The following JSEB Subcontractors will be utilized in fulfilling the terms and conditions of a Project Authorization arising from award of **JEA Solicitation Number 1410975046**. I (We) the undersigned understand that failure to submit said information will result in bid rejection. I (We) will employ the JSEB Subcontractors specified below: *(Use additional sheets as necessary)*

**1) JSEB Vendor Name:** RZ Service Group

Primary Contact Name:	Wally Murphy		
Email:	wmurphy@rzservicegroup.com		
Phone:	904-512-5770		
Scope of Work:	Mechanical Supply		
Percentage of Total Job:	5%	Dollar Amount:	\$423,500.00

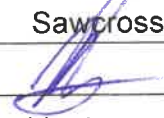
**2) JSEB Vendor Name:**

Primary Contact Name:			
Email:			
Phone:			
Scope of Work:			
Percentage of Total Job:		Dollar Amount:	

**3) JSEB Vendor Name:**

Primary Contact Name:			
Email:			
Phone:			
Scope of Work:			
Percentage of Total Job:		Dollar Amount:	

**Company** Sawcross, Inc.

**Signed**  Mark Hickenbotham

**Title** President

**Email** markh@sawcross.com

**Phone** 904-751-7500 **Date** 2/7/2023

Note: All fields are required to be completed on this form. This list shall not be modified subsequent to bid opening without a showing of good cause and the written consent of the JEA. Also, in case of discrepancy, the dollar amount stands.

CONFLICT OF INTEREST  
CERTIFICATE

JEA IFB No. 1410975046

Bidder must execute this form, if applicable, relative to Florida Statute 112.313. Failure to submit this form, if applicable, shall result in rejection of this bid.

I hereby certify that the following named JEA official(s) and employee(s) having material financial interest(s) (in excess of 5%) in this company have filed Conflict of Interest statements with the Supervisor of Elections, 105 East Monroe Street, Jacksonville, Duval County, Florida, prior to bid opening.

Name	Title or Position	Date of Filing
None	None	None

  
\_\_\_\_\_  
Signature

**Sawcross, Inc.**  
\_\_\_\_\_  
Company Name

**Mark Hickinbotham, President**  
\_\_\_\_\_  
Name of Certifying Official  
(type or print)

**10970 New Berlin Road**  
\_\_\_\_\_  
Business Address  
**Jacksonville, FL 32226**  
\_\_\_\_\_  
City, State, Zip Code

CONSTRUCTION AND DEMOLITION DEBRIS DISPOSAL  
(See Subsection \_\_\_\_ - Instructions to Bidders)

Construction and demolition debris at the worksite will be disposed of at Realco Recycling Co., Inc.;  
8707 Somers Road, Jacksonville, FL 32226

This location is subject to Certificate of Necessity No. 91-623-363, and is designated by  
Public Works Department Permit No. 91-2.



\_\_\_\_\_  
(Signature)

Mark Hickinbotham, President  
(Title)

FLORIDA TRENCH SAFETY ACT ACKNOWLEDGMENT

If this Project involves trench excavations that will exceed a depth of 5 feet, pursuant to Florida Statutes, Chapter 553, Part VI, Trench Safety Act will be in effect and the undersigned Bidder hereby certifies that such Act will be complied with during the construction of this Project.

Bidder acknowledges that included in the various items of the bid and in the total bid price are costs for complying with the Florida Trench Safety Act. Bidder further identifies the cost to be as summarized below:

Trench Safety Measure (Description)	Units of Measure (LF SY)	Quantity	Unit Cost	Extended Cost
A. SLOPED SIDES LF	LF	500	10.00	\$ 5,000.00
B. TRENCH BOX LF	LF	600	20.00	12,000.00
C.				
D.				
TOTAL \$				17,000.00

Ron DeSantis, Governor



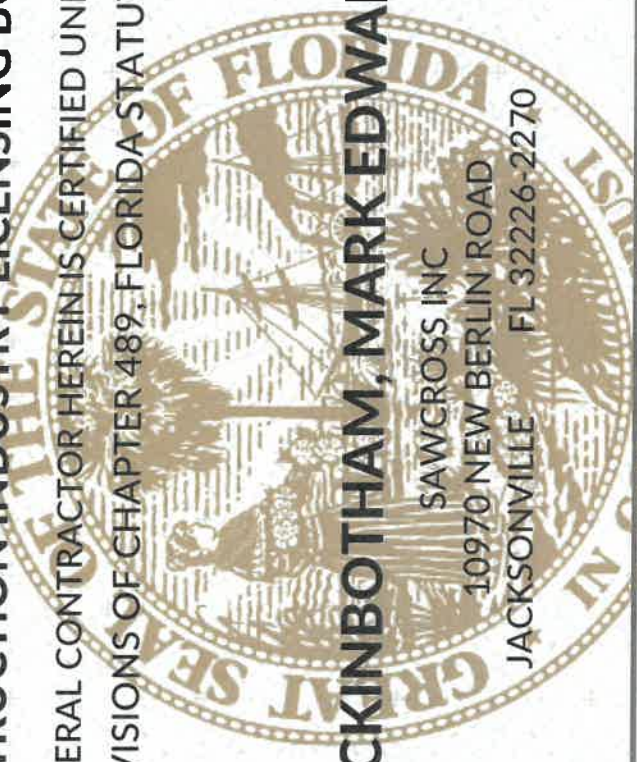
Melanie S. Griffin, Secretary



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

**CONSTRUCTION INDUSTRY LICENSING BOARD**

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



**HICKINBOTHAM, MARK EDWARD**

SAWGROSS INC  
10970 NEW BERLIN ROAD  
JACKSONVILLE FL 32226-2270

**LICENSE NUMBER: CGC036203**

**EXPIRATION DATE: AUGUST 31, 2024**

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.

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Sawcross, Inc.</b>																					
<b>2</b> Business name/disregarded entity name, if different from above <b>Same As Above</b>																					
<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes. <table style="width: 100%; margin-top: 5px;"> <tr> <td><input type="checkbox"/> Individual/sole proprietor or single-member LLC</td> <td><input type="checkbox"/> C Corporation</td> <td><input checked="" type="checkbox"/> S Corporation</td> <td><input type="checkbox"/> Partnership</td> <td><input type="checkbox"/> Trust/estate</td> </tr> <tr> <td colspan="5"> <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____                             </td> </tr> <tr> <td colspan="5"> <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.                             </td> </tr> <tr> <td colspan="5"> <input type="checkbox"/> Other (see instructions) ▶ _____                             </td> </tr> </table>		<input type="checkbox"/> Individual/sole proprietor or single-member LLC	<input type="checkbox"/> C Corporation	<input checked="" type="checkbox"/> S Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Trust/estate	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____					<b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.					<input type="checkbox"/> Other (see instructions) ▶ _____				
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<input type="checkbox"/> Other (see instructions) ▶ _____																					
<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>																					
<b>5</b> Address (number, street, and apt. or suite no.) See instructions. <b>10970 New Berlin Road</b>	<b>Requester's name and address (optional)</b>																				
<b>6</b> City, state, and ZIP code <b>Jacksonville, Florida 32226</b>																					
<b>7</b> List account number(s) here (optional)																					

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>										
or										
<b>Employer identification number</b>										
5	9		-	3	1	3	6	6	8	9

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**

Signature of U.S. person ▶

**Mark Hickinbotham**

Date ▶ **2/7/2023**

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



## Formal Bid and Award System

Award #4 February 23, 2023

**Type of Award Request:** REAL ESTATE DIRECTIVE  
**Requestor Name:** Traub, Brandon L. - Real Estate Coordinator  
**Requestor Phone:** 904-665-6581  
**Project Title:** Southwest - Robitzsch Rd Lift Station - Easement Acquisition  
**Project Number:** 8005527  
**Project Location:** JEA  
**Funds:** Capital  
**Budget Estimate:** N/A

**Scope of Work:**

JEA has negotiated an easement purchase with CARS-DB5, L.P., Delaware limited partnership, to provide additional property rights for utilities and access in support of a new sewer lift station on an existing JEA parcel.

**JEA IFB/RFP/State/City/GSA#:** N/A  
**Purchasing Agent:** Selders, Elaine  
**Is this a Ratification?:** NO

**RECOMMENDED AWARDEE(S):**

Owner	Address	Amount
CARS-DB5, L.P., DELAWARE LIMITED PARTNERSHIP	7245 Blanding Blvd. Jacksonville, FL 32244	\$150,000.00

**Amount for entire term of Contract/PO:** \$150,000.00  
**Award Amount for remainder of this FY:** \$150,000.00  
**Length of Contract/PO Term:** Project Completion  
**Begin Date (mm/dd/yyyy):** 03/01/2023  
**End Date (mm/dd/yyyy):** Project Completion  
**JSEB Requirement:** N/A – Real Estate Directive

**Background/Recommendations:**

The JEA Procurement Code Exemptions in Section 2-201 includes purchases of Real Estate. The Real Estate Services Procurement Directive requires Awards Committee approval for Real Estate purchases of \$50,000.00 to \$500,000.00.

This award is for an easement acquisition to provide additional property rights for utilities and access to a new sewer lift station. The subject easement will provide additional real estate for construction of the new lift station, new utilities to support the lift station and allow for continued access through the dealership property throughout construction. The cost justification summary has been attached as backup.



The cost avoidance savings for this award is \$85,550.00. The savings includes the difference between the appraised property value and the final cost of the property, minus the eminent domain costs JEA would have incurred if they were unable to negotiate with the seller. Formula is broken out below:

\$127,050.00 (property value) - \$150,000.00 (final cost) = -\$22,950.00 minus \$108,500.00 (eminent domain costs) = \$85,550.00.

The Real Property Procurement Officer and OGC have reviewed and approved the purchase agreement. Real Estate Services requests approval of the acquisition as outlined in the respective purchase agreement to support the lift station project. The purchase agreement, permanent easement survey, temporary construction easement survey and the appraisal have been attached as back up.

Request approval of purchase from CARS-DB5, L.P., Delaware limited partnership, for the subject property – Easement Acquisition Purchase in the amount of \$150,000.00, subject to the availability of lawfully appropriated funds.

**Director:** Corbitt, Michael A - Dir Real Estate  
**VP:** Mitchell Jr., Paul W. - VP Economic Development

**APPROVALS:**

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

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**Budget Representative** **Date**

Cost Justification

PA19S-Robitzsch Ln New PS-S (Southwest - Robitzsch Rd Lift Station; Project #: 8005527)

**Owner: CARS-DB5, L.P., Delaware limited partnership Address: 7245 Blanding Blvd. RE#: 099002-0000**

Easement acquisitions to provide additional property rights for utilities and access to support a new sewer lift station. The subject easements will provide additional real estate for utilities, construction and access in support of a new sewer lift station on an existing JEA parcel.

Appraised Value:	\$127,050.00	<u>Eminent Domain Costs Avoided:</u>	
Verbal offer #1:	\$127,050.00	Update JEA Appraisal:	\$3,500.00
Owner counter offer:	\$150,000.00	Land Owner's Appraisal:	\$5,000.00
Verbal offer #2:	\$135,000.00	JEA Legal Fees:	\$50,000.00
Owner counter offer #2:	\$150,000.00	Owner Legal Fees:	\$50,000.00
		Total:	\$108,500.00
Compensation to Owner:	<u>\$150,000.00</u>		

Total costs avoided: \$85,550.00  
(Total Eminent Domain costs (\$108,500.00)  
less additional compensation (\$150,000.00 -  
\$127,050.00 = \$22,950.00) for a total cost  
avoided amount of \$85,550.00.

**Summary:**

W/WW Engineering anticipates commencement of construction on the Lift Station to start in March of 2023.

Real Estate Services recommends Awards Committee approve the acquisition of the subject easements.

Project: Robitzsch Rd Lift Station  
RE Parcel #: 099002-0000

**JEA**  
**EASEMENT PURCHASE AGREEMENT**

THIS EASEMENT PURCHASE AGREEMENT (this "Agreement") is made and entered as of the date on which the later of the parties hereto executes this Agreement and delivers it to the other party (the "Effective Date") by and between **JEA**, a body politic and corporate ("Buyer"), and **CARS-DB5, L.P.**, a Delaware limited partnership ("Seller").

**WITNESSETH:**

For and in consideration of the mutual covenants and conditions herein contained, Seller hereby agrees to sell and Buyer hereby agrees to buy the following property or interest therein, upon the following terms and conditions:

1. Description.  
On the terms and conditions of this Agreement, at the Closing (as hereinafter defined), Seller shall execute and deliver to Buyer (a) that Grant of Easement as set forth in Exhibit A and (b) that Temporary Construction Easement as set forth in Exhibit B, and Buyer shall deliver to Seller the Purchase Price (as hereinafter defined). The real property described on Exhibit "A" to each of the Grant of Easement and Temporary Construction Easement shall be referred to hereinafter collectively as the "Easement Property."
2. Purchase Price.  
The Buyer shall pay Seller the sum of \$150,000.00, hereinafter the "Purchase Price," for the Grant of Easement and Temporary Construction Easement at Closing.
3. Inspection.  
Buyer has completed any inspections and title/survey review of the Easement Property as of the Effective Date of this Agreement. BUYER IS ACQUIRING AN EASEMENT ESTATE IN THE EASEMENT PROPERTY "AS IS," "WHERE IS" AND "WITH ALL FAULTS," AND SELLER HAS NOT MADE AND DOES NOT AND WILL NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WITH RESPECT TO THE QUALITY, PHYSICAL CONDITION, EXPENSES, LEGAL STATUS, ZONING, VALUE, UTILITY OR POTENTIAL OF THE EASEMENT PROPERTY, OR ANY OTHER MATTER OR THING AFFECTING OR RELATING TO THE EASEMENT PROPERTY OR THIS AGREEMENT (INCLUDING WARRANTIES OF MERCHANTABILITY AND OR A FITNESS FOR A PARTICULAR PURPOSE) WHICH MIGHT BE PERTINENT IN CONSIDERING WHETHER TO PURCHASE THE EASEMENT INTERESTS OR TO MAKE AND ENTER INTO THIS AGREEMENT, AND SELLER HAS NOT MADE, AND BUYER HAS NOT RELIED UPON, ANY SUCH REPRESENTATIONS. SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY WARRANTIES, EITHER EXPRESS OR IMPLIED, GUARANTIES, OR ANY PROMISES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE EASEMENT PROPERTY OR THE VALUE THEREOF MADE OR FURNISHED BY ANY BROKER OR ANY REAL ESTATE AGENT, BROKER, EMPLOYEE, SERVANT OR OTHER PERSON REPRESENTING OR PURPORTING TO REPRESENT SELLER.

4. **Conveyance Documents.**  
Seller shall execute the Grant of Easement and Temporary Construction Easement and provide same to Buyer at Closing.
  
5. **Casualty.**  
Risk of any casualty to or loss of the Easement Property occurring prior to Closing shall be borne by Seller. If, prior to Closing, all or any material portion of the Easement Property is damaged or destroyed by casualty, Seller shall so notify Buyer in writing, and Buyer shall have the option, as its sole and exclusive remedy, to either (a) terminate this Agreement, or (b) proceed with the Closing. If Buyer has elected (b) above, then Seller shall assign to Buyer at Closing all insurance proceeds which have been or are to be paid for such casualty, not to exceed the Purchase Price.
  
6. **Real Estate Commission.**  
Each party represents and warrants to the other that it has not engaged any broker or other persons to whom a fee is owed in connection with the transaction contemplated herein. Seller agrees to defend, indemnify and hold Buyer harmless from and against any and all costs and liabilities, including, without limitation, attorneys' fees through all levels of proceedings, for brokerage or professional service fees claimed by any broker employed or claiming to have been employed by Seller. Buyer agrees to defend, indemnify and hold Seller harmless from and against any and all costs and liabilities, including, without limitation, attorneys' fees through all levels of proceedings, for brokerage or professional service fees claimed by any broker employed or claiming to have been employed by Buyer. The indemnification provided hereunder shall be applicable to any party claiming that it is owed a fee or other form of compensation due to or arising out of this Agreement. The provisions of this paragraph shall survive Closing.
  
7. **Closing.**  
The consummation of the transaction contemplated hereby for the purchase of the Grant of Easement and Temporary Construction Easement (the "Closing") shall take place at a mutually agreeable time not to exceed beyond 90 days of the Effective Date. The Closing shall be accomplished via wire transfer of funds and electronic mail of executed documents, to be followed by original documents.
  
8. **Documents to be delivered at Closing.**  
Seller shall deliver to Buyer at Closing:
  - A. Grant of Easement attached as Exhibit A.
  - B. Temporary Construction Easement attached as Exhibit B.
  - C. Consent and Joinder of any mortgage holder.
  - D. A certification that Seller is not a foreign person for purposes of Section 1445, Internal Revenue Code.
  - E. An Owners No Lien and Possession Affidavit reasonably acceptable to Seller and any title company providing title insurance for Buyer's interests in the Easement Property.
  - F. Any other documentation reasonably required to consummate the transaction.
  
9. **Closing Costs.**  
Closing costs shall be paid by Seller or Buyer as indicated.  
(Check Where Applicable):
 

	SELLER	BUYER
(a) documentary stamps	X	

- (b) Seller's attorney fees X
- (c) Buyer's attorneys fees X
- (d) recording fees for curative documents X
- (e) recording fees for easements X
- (f) survey X
- (g) title commitment and policy X
- (h) Phase I and Phase II environmental site assessments. X

10. Notices.

Any notice that a party shall give hereunder shall be effective if in writing and (a) hand-delivered, (b) sent by certified mail, return receipt requested, (c) sent via FedEx or similar overnight service, or (d) sent via electronic mail, so long as notice is also provided through either method (a), (b) or (c) as herein described. All notices shall be addressed to the party being noticed, and shall be deemed to have been given (i) when delivered, if by hand delivery, (ii) three (3) business days after deposit in a U.S. Post Office or official letter box, if sent by certified mail, (iii) one (1) business day after timely deposited in a FedEx or similar overnight service depository, or (iv) upon confirmation of receipt by sender if sent via electronic mail. All notices shall be delivered or sent prepaid for the specified service by the party giving notice, and shall be addressed as follows:

To Buyer: JEA, Real Estate  
 21 W. Church Street  
 Jacksonville, FL 32202  
 Attention: Brandon Traub  
 Email: traubl@jea.com

To Seller: CAR AAG FL JAC L.L.C.  
 8484 Westpark Drive, Suite 200,  
 McLean, Virginia 22102  
 Attention: Portfolio Manager  
 Email: asbury@capitalautomotive.com

11. Awards Committee Contingency.

This Agreement and purchase is wholly contingent upon Buyer being able to obtain approval from Buyer's Awards Committee for the purchase of the Grant of Easement and Temporary Construction Easement. It is understood that Buyer shall notify Seller within 30 days after the Effective Date of this Agreement of the decision of the Awards Committee. If the decision is "yes" this Agreement shall continue in full force and effect. If the decision is "no" this Agreement shall terminate and neither party shall have any further obligations under the terms thereof.

12. Additional Terms.

- (a) Buyer will make good faith and commercially reasonable efforts to keep continued vehicular access to the Seller's "Service Center" and "Car Wash" during construction of Buyer's utility project on the Easement Property in accordance with the Temporary Construction Easement.
- (b) Temporary signage and/or flagmen may be required to assist Seller's customers during construction. Buyer agrees to provide such assistance and personnel as reasonably necessary.
- (c) Any closure of Seller's drive aisles by Buyer during construction shall be performed between the hours of 6pm-6am Eastern Time.
- (d) During construction, Buyer will maintain security to the Seller's property with temporary fencing where reasonably necessary.
- (e) The terms of this Paragraph 12 shall survive the Closing.

13. **Default.**

In the event of any default by Buyer under this Agreement, then, in addition to any other rights or remedies at law, in equity or under this Agreement, Seller shall have the right to terminate this Agreement. In the event of any default by Seller under this Agreement, Buyer shall have, as its sole and exclusive remedies, the right to either (a) terminate this Agreement, or (b) seek specific performance of this Agreement, provided that such litigation seeking specific performance against Seller is filed by Buyer not later than forty-five (45) days after the date of such default and further provided that such specific performance remedy shall be available to Buyer only upon Buyer's full satisfaction of each of Buyer's obligations under this Agreement, including without limitation Buyer's delivering sufficient proof to Seller that Buyer is ready, willing and able to close this transaction. Buyer shall take no action with respect to a Seller's default hereunder, and Seller shall take no action with respect to a Buyer's default hereunder, until the non-defaulting party has given written notice to the defaulting party and the defaulting party has failed to cure the default for a period of ten (10) days after receipt of such notice. Notwithstanding the foregoing, no notice shall be required, and Buyer shall not have a cure period with regard to any failure of Buyer to close on the scheduled Closing date.
14. **Choice of Law and Venue.**

This Agreement shall be construed and interpreted under the laws of the State of Florida, without giving effect to principles of conflict of laws, except where specifically pre-empted by Federal law. Proper venue with respect to any state or federal litigation in connection with this Agreement shall be exclusively in the County where the Easement Property is located.
15. **Assignments.**

All of the covenants, conditions and obligations herein contained shall be binding upon and inure to the benefit of the respective successors and assigns of the parties. Buyer shall not be entitled to assign this Agreement. Seller shall not be entitled to assign this Agreement except to an entity controlled by or under common control with Seller, or to an entity which succeeds to Seller in any merger or acquisition.
16. **Interpretation.**

Captions and section headings contained in this Agreement are for convenience and reference only; in no way do they define, describe, extend or limit the scope or intent of this Agreement or any provision hereof. The terms and provisions of this Agreement have been fully negotiated between the parties and each party has been afforded the opportunity to engage, if such party desires, legal counsel to assist in the preparation, negotiation, and drafting of this Agreement. Accordingly, the terms and provisions of this Agreement shall not be interpreted for or against either Seller or Buyer as the drafting party. The terms "herein," "hereby," "hereof," "hereto," "hereunder" and any similar terms refer to this Agreement in its entirety and not solely to the particular section or paragraph in which the term is used.
17. **Severability.**

The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted.
18. **Time Periods.**

Time shall be of the essence with respect to this Agreement. The calculation of the number of days that has passed during any time period prescribed in the Agreement shall be based on calendar days, unless otherwise expressly set forth herein, and shall commence on the day immediately following the action or event giving rise to the commencement of the period and shall expire on the last day of the time period. Furthermore, any time period provided for herein which shall end on a Saturday, Sunday or legal holiday in the State of Florida, shall extend to the next full business day. The term "business day" as used herein shall not include Saturday, Sunday and legal holidays in the State of Florida. All times shall mean either Eastern Standard Time or Eastern Daylight Time as then currently applicable.
19. **Counterparts.**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an

original, but all of which shall constitute one and the same Agreement. To facilitate execution and delivery of this Agreement, the parties may execute and exchange executed counterparts by facsimile or e-mail in a PDF file to the other party or to the other party's counsel. Facsimile or signatures in a PDF file shall have the same legal effect as original signatures.

20. RADON GAS.

In compliance with §404.056, Florida Statutes, Buyer is hereby made aware of the following: RADON GAS IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY PUBLIC HEALTH UNIT.

21. WAIVER OF TRIAL BY JURY.

BUYER AND SELLER HEREBY EXPRESSLY COVENANT AND AGREE TO WAIVE THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION OR JUDICIAL PROCEEDING RELATING TO, DIRECTLY OR INDIRECTLY, OR CONCERNING THIS AGREEMENT OR THE CONDUCT, OMISSION, ACTION, OBLIGATION, DUTY, RIGHT, BENEFIT, PRIVILEGE OR LIABILITY OF A PARTY HEREUNDER TO THE FULL EXTENT PERMITTED BY LAW. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN AND IS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY MADE BY BUYER AND SELLER. BUYER AND SELLER HAVE HAD AN OPPORTUNITY TO SEEK LEGAL COUNSEL CONCERNING THIS WAIVER. THIS WAIVER IS INTENDED TO AND DOES ENCOMPASS EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A JURY TRIAL WOULD OTHERWISE ACCRUE. BUYER AND SELLER FURTHER CERTIFY AND REPRESENT TO EACH OTHER THAT NO PARTY, REPRESENTATIVE OR AGENT OF BUYER OR SELLER (INCLUDING, BUT NOT LIMITED TO, THEIR RESPECTIVE COUNSEL) HAS REPRESENTED, EXPRESSLY OR OTHERWISE TO BUYER OR SELLER OR TO ANY AGENT OR REPRESENTATIVE OF BUYER OR SELLER (INCLUDING, BUT NOT LIMITED TO, THEIR RESPECTIVE COUNSEL) THAT THEY WILL NOT SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL. THIS WAIVER SHALL APPLY TO THIS AGREEMENT AND ANY FUTURE AMENDMENTS, SUPPLEMENTS OR MODIFICATIONS OF THIS AGREEMENT.

EXECUTION ON FOLLOWING PAGES

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed on the dates stated below.

**BUYER:**

**JEA**, a body politic and corporate

By: Michael Corbitt  
Michael Corbitt  
Director, Real Estate Services

Date: 2/8/2023

**SELLER:**

**CARS-DB5, L.P.**  
a Delaware limited partnership

By: CARS-DBSPE5, INC.  
a Delaware corporation  
its General Partner

By: Capital Automotive Real Estate Services,  
Inc.  
a Delaware corporation  
its Authorized Agent

By: [Signature]  
Name: Daniel E. Garces  
Title: SVP & Director of Acquisitions  
Date: February 6, 2023



**EXHIBIT A (To Purchase Agreement)**

(See Attached)

Prepared by and return to:  
Brian Dawes  
Edwards Cohen  
200 W. Forsyth St., Suite 1300  
Jacksonville, FL 32202

Project: Robitzsch Rd Lift Station  
RE Parcel #: 099002-0000

## NON-EXCLUSIVE GRANT OF EASEMENT

**THIS NON-EXCLUSIVE GRANT OF EASEMENT** (this “Agreement”), made this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between **CARS-DB5, L.P.**, Delaware limited partnership, successor by merger to CARS-DB5 L.L.C., a Delaware limited liability company, successor by merger to CAR AAG FL JAC L.L.C., a Delaware limited liability company, whose address is 8484 Westpark Drive, Suite 200, McLean, Virginia 22102 (the “Grantor”), and **JEA**, a body politic and corporate, whose address is 21 West Church Street, Jacksonville, Florida, 32202 (the “Grantee”).

**WITNESSETH:** that Grantor, for and in consideration of the sum of Ten and 00/100 dollars (\$10.00) and other good and valuable consideration to them in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained, sold, and conveyed to the Grantee, its successors and assigns forever, a non-exclusive right of way and easement with the right, privilege, and authority to said Grantee, its successors and assigns, to construct, operate, lay, maintain, improve, repair and/or remove facilities and associated equipment for a sewer line (collectively, the “Sewer Line”) underneath (provided that ancillary facilities such as manholes may be at-grade as customary), the following described land situate in Duval County, Florida, to wit (the “Easement Property”):

See Exhibit A attached hereto and incorporated herein.

**TOGETHER** with the right of said Grantee, its successors and assigns, of ingress and egress to and over said Easement Property to access the Sewer Line for the above-described purposes, together also with the right and easements, privileges and appurtenances in and to said land which may be required for the enjoyment of the rights herein granted.

Subject to the provisions and limitations of Section 768.28, Florida Statutes, Grantee hereby releases and agrees to indemnify, defend, and hold harmless Grantor and its representatives, agents, employees, members, partners, shareholders, directors, officers, owners, and affiliates (“Grantor Parties”) from and against any and all losses, damages, costs, expenses (including, without limitation, reasonable attorneys’ fees, court costs and litigation expenses), liens, claims, suits and liabilities of any kind or nature, damage to or destruction of property, and death of or injury to any person, caused by, arising out of or resulting from the negligence or intentional misconduct in the use of the Easement Property by Grantee and Grantee’s contractors, sub-contractors, employees, agents, licensees, successors and assigns (collectively, “Grantee Parties”), except to the extent such loss or

damage is caused by the negligence or fault of the Grantor Parties. The indemnity contained herein shall survive any termination of this Agreement.

During the term of this Agreement, Grantee shall maintain its status as a Florida self-insured entity in accordance with applicable state laws, rules, regulations and requirements.

Grantor reserves unto itself, and its successors and assigns, rights to the Easement Property that are not inconsistent with the purpose of this Agreement, and do not interfere with Grantee's use of the Easement Property as provided herein; provided, however, that (i) Grantee shall not impede access to and from Grantor's adjacent property as such access exists as of the date of this Agreement, (ii) all facilities, materials, equipment and other personal property related to the Sewer Line shall be located underground within the Easement Property, and Grantee shall not maintain any facilities, materials, equipment or other personal property above ground on the Easement Property (provided that ancillary facilities such as manholes may be at-grade as customary), and (iii) Grantor shall have the right to (a) construct and maintain drives, rights of way, parking lots, sidewalks and landscaping on the Easement Property, provided such uses or improvements do not unreasonably interfere with Grantee's use and enjoyment of the Easement Property in accordance with the terms hereof, and (b) subject to Grantee's prior written approval, which shall not be unreasonably withheld, conditioned, or delayed, place temporary or removable signage and maintain a fence on the Easement Property.

Grantor's interest in the Easement Property shall not be subject to liens for improvements made by Grantee, and Grantee shall have no power or authority to create any lien or encumbrance or permit any lien to attach to the Easement Property as a result of improvements made by Grantee, or for any other cause or reason, all such liens and encumbrances being expressly prohibited. All contractors, laborers and other persons supplying services or materials or otherwise contracting with Grantee with respect to the Easement Property, or any part thereof, are hereby charged with notice that such liens are expressly prohibited, and that they must look solely to Grantee to secure payment for any work done, services rendered or materials furnished at any time. Grantee covenants and agrees to pay, discharge or transfer any lien against the Easement Property arising by, through or under Grantee to a bond or such other security as may be permitted by law that is effective to discharge such lien as a lien or encumbrance against the Easement Property, within forty-five (45) days of the assertion of any such lien or claim of lien. If Grantee fails to so transfer or discharge such lien, then, in addition to any other rights Grantor may have under applicable law, Grantor may discharge the lien, or transfer the lien to bond or other security, and Grantee shall pay Grantor all reasonable costs and expenses incurred by Grantor in effecting such transfer or discharge (including reasonable attorney's fees, whether pre-litigation, at trial, in bankruptcy proceedings or administrative hearings, or on appeal).

Upon the completion of any work in connection with the rights granted herein, Grantee, at its expense, shall promptly remove all materials, debris, and equipment and restore the surface of the Easement Property to substantially the same condition as existed prior to the work, including but not limited to replacement of roads, drives, curbs, walks, parking areas,

fences, landscaping and ground cover all at Grantee's sole expense; provided however, that to the extent replacement of items such as large or mature trees is not reasonably feasible, Grantee shall replace same with the closest reasonable replacement therefore. With respect to roads, walls, drives, parking areas, sidewalks, trench repair, restoration of grass areas, curbs and gutters, storm drains, culverts and drainage structures, Grantee shall only be required to make replacements in the same manner as specified in and in accordance with the then current Duval County standards ("Standard"), as if within a public right-of-way. Grantee shall make all commercially reasonable efforts to restore the Property within fourteen (14) days. Any further repair or restoration beyond the scope of Standard repair and restoration shall be the responsibility of the Grantor or its successors or assigns in and to the Easement Property, all at Grantor's expense.

Notwithstanding anything to the contrary contained herein, Grantee shall provide Grantor and any tenant of the Easement Property at least forty-eight (48) hours advance notice of its intention to traverse or occupy the Easement Property pursuant to this Agreement, unless (a) in the event of an emergency, in which case, lesser or no notice may be given as reasonably practical given the circumstances, or (b) such entry into or upon the Easement Property is for the purpose of routine and regular maintenance or inspection activities that will not interfere with or inhibit Grantor's or any tenant's use of the Easement Property and/or Grantor's surrounding lands.

Each party shall have the right to specifically enforce the obligations of the other party to this Agreement. In any action at law or in equity to enforce the terms of this Agreement, the prevailing party shall be entitled to recover all costs of suit and attorney's fees through trial and all appellate levels. All notices given pursuant to this Agreement shall be in writing and shall be sent via hand delivery, recognized overnight courier service, or certified mail to the addresses set forth above.

Except as otherwise expressly stated herein, this Agreement shall not be deemed to confer in favor of any third parties any rights whatsoever as third-party beneficiaries, the Grantor and Grantee intending by the provisions hereof to confer no such benefits or status unless otherwise expressly stated in this Agreement. All provisions of this Agreement, including the benefits and burdens of the same, are covenants which shall run with the Easement Property and Grantor's property located adjacent thereto, and shall inure to, and bind, Grantor and Grantee, and their successors and assigns.

EACH PARTY TO THIS AGREEMENT WAIVES RIGHT TO A JURY IN ANY LITIGATION IN CONNECTION WITH THIS AGREEMENT, THE EASEMENTS AND/OR THE RIGHTS GRANTED BY THIS AGREEMENT. EACH PARTY TO THIS AGREEMENT ACKNOWLEDGES THAT THIS WAIVER HAS BEEN FREELY GIVEN AFTER CONSULTATION BY IT WITH COMPETENT COUNSEL.

**GRANTOR** represents and warrants that it is the true owner of record of the Easement Property and that it has full power and authority to grant to Grantee the rights granted hereunder.

[Signature Page Follows]

**SEEN AND AGREED TO:**

KP MOTORS, L.L.C.

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

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

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

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

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

**Signed and Sealed in Our Presence as Witnesses:**

**GRANTOR:**

**CARS-DB5, L.P.**

a Delaware limited partnership

By: CARS-DBSPE5, INC.  
a Delaware corporation  
its General Partner

By: Capital Automotive Real Estate Services, Inc.  
a Delaware corporation  
its Authorized Agent

Sign \_\_\_\_\_  
Print \_\_\_\_\_

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_

Sign \_\_\_\_\_  
Print \_\_\_\_\_

**STATE OF FLORIDA  
COUNTY OF DUVAL**

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, as the \_\_\_\_\_ of CARS-DB5, L.P., a Delaware limited partnership, on behalf of the company. He/She is (check one) \_\_\_ personally known to me or \_\_\_ has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Print \_\_\_\_\_  
Notary Public, State of Florida  
Commission No.: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

(seal)

**Signed and Sealed in Our  
Presence as Witnesses:**

**GRANTEE:**

**JEA**, a body politic and corporate

Sign \_\_\_\_\_  
Print \_\_\_\_\_

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_

Sign \_\_\_\_\_  
Print \_\_\_\_\_

**STATE OF FLORIDA  
COUNTY OF DUVAL**

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, as the \_\_\_\_\_ of **JEA**, a body politic and corporate, on behalf of JEA. He/She is (check one) \_\_\_ personally known to me or \_\_\_ has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Print \_\_\_\_\_  
Notary Public, State of Florida  
Commission No.: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

(seal)

**CONSENT OF GRANTOR'S LIENHOLDER**

CITIBANK, N.A., a banking association chartered under the laws of the United States of America, having an address at 388 Greenwich Street, New York, New York 10013, in its capacity as Indenture Trustee (the "Lienholder"), the owner and holder of certain liens upon the "Easement Property" (as defined in that certain Non-Exclusive Grant of Easement dated on or about even date herewith between JEA and CARS-DB5, L.P. ("Agreement") to which this Consent is attached) pursuant to the terms of that certain Multi-State Mortgage, Assignment of Leases and Rents, and Security Agreement, as amended, dated as of April 17, 2017, and recorded as Document No. 2017099895, in the Real Property Records of Duval County, Florida (collectively, the "Mortgage"), hereby consents and subordinates the liens of the Mortgage and all other liens and security interests held by the Lienholder on such Easement Property in connection with the indebtedness secured by the Mortgage to the execution of this Agreement.

LIENHOLDER:

CITIBANK, N.A., not in its individual capacity, but solely as Indenture Trustee

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

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

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

Date: October \_\_, 2022

STATE OF \_\_\_\_\_ §

§

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me by means of \_\_\_ physical presence or \_\_\_ online notarization, this \_\_\_ day of October, 2022, by \_\_\_\_\_, as \_\_\_\_\_ of Citibank, N.A., a national banking association, on behalf of said association. He/She is (check one) \_\_\_ personally known to me or \_\_\_ has produced \_\_\_\_\_ as identification.

[S E A L]

\_\_\_\_\_  
Print \_\_\_\_\_

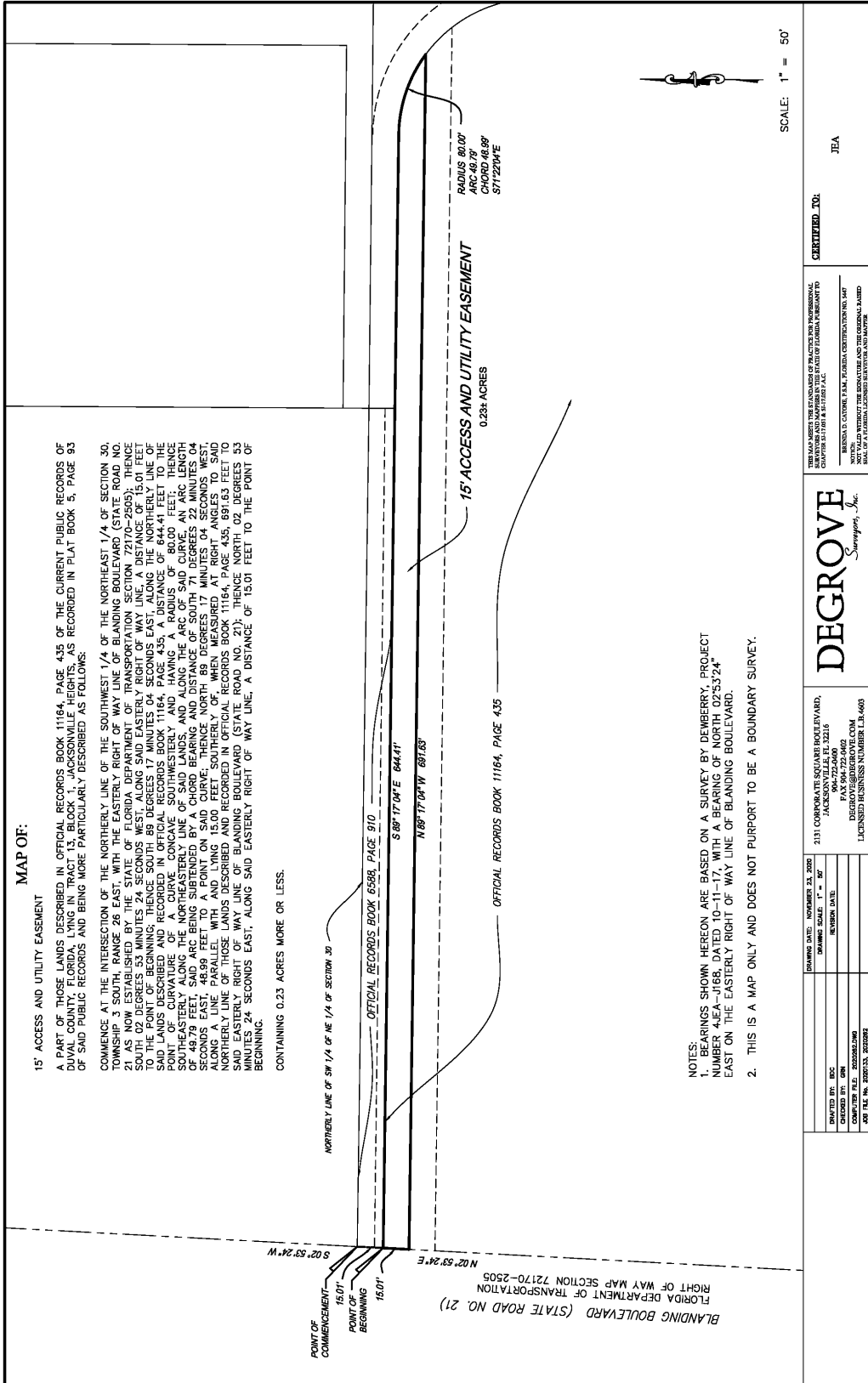
Notary Public, State of \_\_\_\_\_

Commission No.: \_\_\_\_\_

My commission expires: \_\_\_\_\_



# EXHIBIT A



**MAP OF:**

15' ACCESS AND UTILITY EASEMENT  
 A PART OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 11164, PAGE 435 OF THE CURRENT PUBLIC RECORDS OF TOWNSHIP 3 SOUTH, RANGE 26 EAST, WITH THE EASTERLY RIGHT OF WAY LINE OF BLANDING BOULEVARD (STATE ROAD NO. 21) AS NOW ESTABLISHED BY THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION SECTION 72170-2505), THENCE SOUTH 02° 53' 24\"/>

COMMENCE AT THE INTERSECTION OF THE NORTHERLY LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 3 SOUTH, RANGE 26 EAST, WITH THE EASTERLY RIGHT OF WAY LINE OF BLANDING BOULEVARD (STATE ROAD NO. 21) AS NOW ESTABLISHED BY THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION SECTION 72170-2505), THENCE SOUTH 02° 53' 24\"/>

CONTAINING 0.23 ACRES MORE OR LESS.

- NOTES:
1. BEARINGS SHOWN HEREON ARE BASED ON A SURVEY BY DEWBERRY, PROJECT NUMBER 4JEA-J166, DATED 10-11-17, WITH A BEARING OF NORTH 02°53'24\"/>
  2. THIS IS A MAP ONLY AND DOES NOT PURPORT TO BE A BOUNDARY SURVEY.

SCALE: 1" = 50'

<p>ISSUED DATE: NOVEMBER 24, 2020          DRAWING SCALE: 1" = 50'          REVISION DATE:</p>	<p>2131 CORPORATE SQUARE BOULEVARD,          JACKSONVILLE, FL 32216          PHONE: 904.224.2400          FAX: 904.224.2400          DEGREEVE@DEGREEVE.COM          LICENSED BUSINESS NUMBER FL-14660</p>	<p><b>DEGREEVE</b>  <i>Surveyors, Inc.</i></p>	<p>CERTIFIED TO:          JEA</p>
<p>THIS MAP SHOWS THE STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYING IN FLORIDA AS SET FORTH IN CHAPTER 463, PART 1, F.S. AND CHAPTER 463, PART 2, F.S. THE SURVEYOR'S CERTIFICATION NO. 5417 IS RECORDED IN OFFICIAL RECORDS BOOK 11164, PAGE 435.</p>			
<p>NOTICE: THIS MAP SHOWS THE STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYING IN FLORIDA AS SET FORTH IN CHAPTER 463, PART 1, F.S. AND CHAPTER 463, PART 2, F.S. THE SURVEYOR'S CERTIFICATION NO. 5417 IS RECORDED IN OFFICIAL RECORDS BOOK 11164, PAGE 435.</p>			

**EXHIBIT B (To Purchase Agreement)**

(See Attached)

Prepared by and return to:  
Brian Dawes  
Edwards Cohen  
200 W. Forsyth St., Suite 1300  
Jacksonville, FL 32202

Project: Robitzsch Rd Lift Station  
RE Parcel #: 099002-0000

**JEA  
TEMPORARY CONSTRUCTION  
EASEMENT**

**THIS TEMPORARY CONSTRUCTION EASEMENT** (this “Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between **CARS-DB5, L.P.**, a Delaware limited partnership, successor by merger to CARS-DB5 L.L.C., a Delaware limited liability company, successor by merger to CAR AAG FL JAC L.L.C., a Delaware limited liability company, whose address is 8484 Westpark Drive, Suite 200, McLean, Virginia 22102 (the “Grantor”), and **JEA**, a body politic and corporate, whose address is 21 West Church Street, Jacksonville, Florida, 32202 (the “Grantee”).

**WITNESSETH:** Grantor for and in consideration of the sum of Ten and 00/100 dollars (\$10.00) and other valuable consideration, receipt and sufficiency of which is hereby acknowledged hereby gives, grants, bargains and releases unto Grantee, a temporary easement for the purpose of providing additional work space for the removal and replacement of a sewer line (the “Sewer Line”) associated with a lift station located on Grantee’s property, said temporary easement being located in, upon, over and through the following described land in Duval County, Florida, described as follows (the “Temporary Easement Area”):

See Exhibit A attached hereto and incorporated herein.

This Agreement shall terminate on the earlier to occur of (i) completion of replacement of the Sewer Line, as evidenced by the placement of the Sewer Line into service, or (ii) the date that is two (2) years subsequent to the execution of this Agreement by Grantor.

Grantee shall complete the removal and replacement of the Sewer Line and all other work in connection therewith and described herein (collectively, the “Work”) in a good workmanlike manner and in accordance with all applicable laws, rules, regulations, and governmental and quasi-governmental requirements. Any closure of Grantor’s drive aisles by Grantee during the performance of the Work shall occur only during the hours of 6:00 p.m. through 6:00 a.m. Eastern Time.

Subject to the provisions and limitations of Section 768.28, Florida Statutes, Grantee hereby releases and agrees to indemnify, defend, and hold harmless Grantor and its representatives, agents, employees, members, partners, shareholders, directors, officers, owners, and affiliates (“Grantor Parties”) from and against any and all losses, damages, costs, expenses (including, without limitation, reasonable attorneys’ fees, court costs and litigation expenses), liens, claims,

suits and liabilities of any kind or nature, damage to or destruction of property, and death of or injury to any person, caused by, arising out of or resulting from the negligence or intentional misconduct in the use of the Temporary Easement Area by Grantee and Grantee's contractors, sub-contractors, employees, agents, licensees, successors and assigns (collectively, "Grantee Parties"), except to the extent such loss or damage is caused by the negligence or fault of the Grantor Parties. The indemnity contained herein shall survive any termination of this Agreement.

During the term of this Agreement, Grantee shall maintain its status as a Florida self-insured entity in accordance with applicable state laws, rules, regulations and requirements.

Grantor reserves unto itself, and its successors and assigns, rights to the Temporary Easement Area that (i) are not inconsistent with the purpose of this Agreement, and (ii) do not interfere with Grantee's use of the Temporary Easement Area or the completion of the Work; provided, however, that Grantee will make good faith and commercially reasonable efforts to keep continued vehicular access over the Temporary Easement Area to Grantor's "Showroom," "Service Center" and "Car Wash" located on Grantor's property adjacent to the Temporary Easement Area and to minimize, to the extent practical, the duration and extent of any interruption to Grantor's or any tenant's business conducted on said adjacent property during the performance of the Work.

Grantor's interest in the Temporary Easement Area shall not be subject to liens for improvements made by Grantee, and Grantee shall have no power or authority to create any lien or encumbrance or permit any lien to attach to the Temporary Easement Area as a result of improvements made by Grantee, or for any other cause or reason, all such liens and encumbrances being expressly prohibited. All contractors, laborers and other persons supplying services or materials or otherwise contracting with Grantee with respect to the Temporary Easement Area, any Work, or any part thereof, are hereby charged with notice that such liens are expressly prohibited, and that they must look solely to Grantee to secure payment for any work done, services rendered or materials furnished for any Work at any time. Grantee covenants and agrees to pay, discharge or transfer any lien against the Temporary Easement Area arising by, through or under Grantee to a bond or such other security as may be permitted by law that is effective to discharge such lien as a lien or encumbrance against the Temporary Easement Area, within forty-five (45) days of the assertion of any such lien or claim of lien. If Grantee fails to so transfer or discharge such lien, then, in addition to any other rights Grantor may have under applicable law, Grantor may discharge the lien, or transfer the lien to bond or other security, and Grantee shall pay Grantor all reasonable costs and expenses incurred by Grantor in effecting such transfer or discharge (including reasonable attorney's fees, whether pre-litigation, at trial, in bankruptcy proceedings or administrative hearings, or on appeal).

Upon the completion of the replacement of the Sewer Line, Grantee, at its expense, shall promptly remove all materials, debris, and equipment and restore the surface of the Temporary Easement Area to substantially the same condition as existed prior to the commencement of the Work, including but not limited to replacement of roads, drives, curbs, walks, parking areas, fences, landscaping and ground cover all at Grantee's sole expense; provided however, that to the extent replacement of items such as large or mature trees is not reasonably feasible, Grantee shall replace same with the closest reasonable replacement therefor. With respect to roads, walls, drives, parking areas, sidewalks, trench repair, restoration of grass areas, curbs and gutters, storm drains, culverts

and drainage structures, Grantee shall only be required to make replacements in the same manner as specified in and in accordance with the then current Duval County standards ("Standard"), as if within a public right-of-way. Grantee shall make all commercially reasonable efforts to restore the Property within fourteen (14) days. Any further repair or restoration to said structures beyond the scope of Standard repair and restoration shall be the responsibility of the Grantor or its successors or assigns in and to the Temporary Easement Area, at Grantor's expense.

Notwithstanding anything to the contrary contained herein, Grantee shall provide Grantor and any tenant of the Temporary Easement Area at least forty-eight (48) hours advance notice of its intention to traverse or occupy the Temporary Easement Area pursuant to this Agreement, unless in the event of an emergency, in which case, lesser or no notice may be given as reasonably practical given the circumstances.

Each party shall have the right to specifically enforce the obligations of the other party to this Agreement. In any action at law or in equity to enforce the terms of this Agreement, the prevailing party shall be entitled to recover all costs of suit and attorney's fees through trial and all appellate levels. All notices given pursuant to this Agreement shall be in writing and shall be sent via hand delivery, recognized overnight courier service, or certified mail to the addresses set forth above.

Except as otherwise expressly stated herein, this Agreement shall not be deemed to confer in favor of any third parties any rights whatsoever as third-party beneficiaries, the Grantor and Grantee intending by the provisions hereof to confer no such benefits or status unless otherwise expressly stated in this Agreement. All provisions of this Agreement, including the benefits and burdens of the same, are covenants which shall run with the Temporary Easement Area and Grantor's property located adjacent thereto, and shall inure to, and bind, Grantor and Grantee, and their successors and assigns.

**EACH PARTY TO THIS AGREEMENT WAIVES RIGHT TO A JURY IN ANY LITIGATION IN CONNECTION WITH THIS AGREEMENT, THE EASEMENTS AND/OR THE RIGHTS GRANTED BY THIS AGREEMENT. EACH PARTY TO THIS AGREEMENT ACKNOWLEDGES THAT THIS WAIVER HAS BEEN FREELY GIVEN AFTER CONSULTATION BY IT WITH COMPETENT COUNSEL.**

[Signature Page Follows]

**SEEN AND AGREED TO:**

KP MOTORS, L.L.C.

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

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

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

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

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

**Signed and Sealed in Our Presence as Witnesses:**

**GRANTOR:**

**CARS-DB5, L.P.**  
a Delaware limited partnership

By: CARS-DBSPE5, INC.  
a Delaware corporation  
its General Partner

By: Capital Automotive Real Estate Services, Inc.  
a Delaware corporation  
its Authorized Agent

Sign \_\_\_\_\_  
Print \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Sign \_\_\_\_\_  
Print \_\_\_\_\_

**STATE OF FLORIDA  
COUNTY OF DUVAL**

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, as the \_\_\_\_\_ of CARS-DB5, L.P., a Delaware limited partnership, on behalf of the company. He/She is (check one) \_\_\_ personally known to me or \_\_\_ has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Print \_\_\_\_\_  
Notary Public, State of Florida  
Commission No.: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

(seal)

**Signed and Sealed in Our  
Presence as Witnesses:**

**GRANTEE:**

**JEA**, a body politic and corporate

Sign \_\_\_\_\_

Print \_\_\_\_\_

Sign \_\_\_\_\_

Print \_\_\_\_\_

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

Print: \_\_\_\_\_

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

**STATE OF FLORIDA  
COUNTY OF DUVAL**

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, as the \_\_\_\_\_ of **JEA**, a body politic and corporate, on behalf of JEA. He/She is (check one) \_\_\_ personally known to me or \_\_\_ has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Print \_\_\_\_\_

Notary Public, State of Florida

Commission No.: \_\_\_\_\_

My commission expires: \_\_\_\_\_

(seal)



**CONSENT OF GRANTOR'S LIENHOLDER**

CITIBANK, N.A., a banking association chartered under the laws of the United States of America, having an address at 388 Greenwich Street, New York, New York 10013, in its capacity as Indenture Trustee (the "Lienholder"), the owner and holder of certain liens upon the "Temporary Easement Area" (as defined in that certain JEA Temporary Construction Easement dated on or about even date herewith between JEA and CARS-DB5, L.P. ("Agreement") to which this Consent is attached) pursuant to the terms of that certain Multi-State Mortgage, Assignment of Leases and Rents, and Security Agreement, as amended, dated as of April 17, 2017, and recorded as Document No. 2017099895, in the Real Property Records of Duval County, Florida (collectively, the "Mortgage"), hereby consents and subordinates the liens of the Mortgage and all other liens and security interests held by the Lienholder on such Temporary Easement Area in connection with the indebtedness secured by the Mortgage to the execution of this Agreement.

LIENHOLDER:

CITIBANK, N.A., not in its individual capacity,  
but solely as Indenture Trustee

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

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

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

Date: October \_\_\_\_, 2022

STATE OF \_\_\_\_\_ §

§

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me by means of \_\_\_ physical presence or \_\_\_ online notarization, this \_\_\_ day of October, 2022, by \_\_\_\_\_, as \_\_\_\_\_ of Citibank, N.A., a national banking association, on behalf of said association. He/She is (check one) \_\_\_ personally known to me or \_\_\_ has produced \_\_\_\_\_ as identification.

[S E A L]

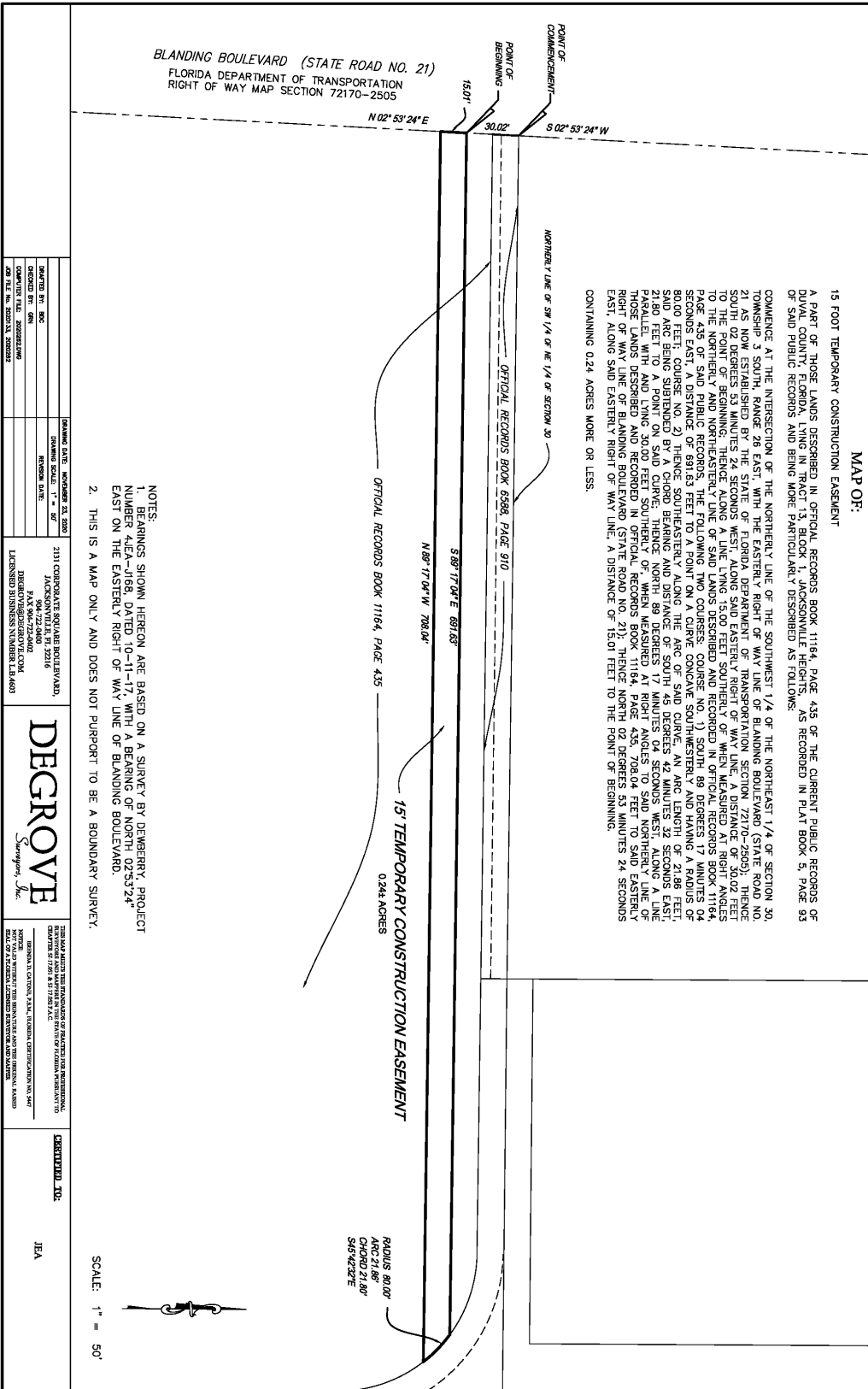
\_\_\_\_\_  
Print \_\_\_\_\_

Notary Public, State of \_\_\_\_\_

Commission No.: \_\_\_\_\_

My commission expires: \_\_\_\_\_

# EXHIBIT A



**MAP OF:**

15 FOOT TEMPORARY CONSTRUCTION EASEMENT  
 A PART OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 11164, PAGE 435 OF THE CURRENT PUBLIC RECORDS OF  
 DIVAL COUNTY, FLORIDA, LYING IN TRACT 13, BLOCK 1, JACKSONVILLE HEIGHTS, AS RECORDED IN PLAT BOOK 5, PAGE 53  
 OF SAID PUBLIC RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 COMMENCE AT THE INTERSECTION OF THE NORTHERLY LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30,  
 TOWNSHIP 22 S., RANGE 24 E., COUNTY OF ALACHUA, FLORIDA, WITH THE SOUTHWEST CORNER OF SAID SECTION 30,  
 21.80 FEET TO A POINT ON SAID SECTION 30, HENCE SOUTH 24 DEGREES 53 MINUTES 24 SECONDS WEST, A DISTANCE OF 30.02 FEET  
 TO THE POINT OF BEGINNING; THENCE ALONG A LINE LYING 15.00 FEET SOUTHERLY OF WHEN MEASURED AT RIGHT ANGLES  
 TO THE NORTHERLY AND NORTHEASTERLY LINE OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 11164,  
 PAGES 435 OF SAID PUBLIC RECORDS, THE FOLLOWING TWO COURSE COURSE NO. 1) SOUTH 89 DEGREES 17 MINUTES 04  
 SECONDS WEST, A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING; COURSE NO. 2) HENCE SOUTHEASTERLY ALONG  
 SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 45 DEGREES 42 SECONDS WEST, 21.80 FEET  
 PARALLEL WITH AND LYING 30.02 FEET SOUTHERLY OF WHEN MEASURED AT RIGHT ANGLES TO SAID NORTHERLY LINE OF  
 SECTION 30, HENCE SOUTH 89 DEGREES 17 MINUTES 04 SECONDS WEST, A DISTANCE OF 15.01 FEET TO THE POINT OF  
 BEGINNING; THENCE ALONG A LINE LYING 15.00 FEET SOUTHERLY OF WHEN MEASURED AT RIGHT ANGLES TO THE  
 NORTHERLY LINE OF SAID SECTION 30, HENCE NORTH 89 DEGREES 17 MINUTES 04 SECONDS WEST, A DISTANCE OF 15.01 FEET TO THE POINT OF BEGINNING.  
 CONTAINING 0.24 ACRES MORE OR LESS.

**NOTES:**  
 1. BEARINGS SHOWN HEREON ARE BASED ON A SURVEY BY DENGERY, PROJECT  
 NUMBER 1187, WHICH BEGINS ON THE NORTH  
 EAST ON THE EASTERLY RIGHT OF WAY LINE OF BLANDING BOULEVARD.  
 2. THIS IS A MAP ONLY AND DOES NOT PURPORT TO BE A BOUNDARY SURVEY.

SCALE: 1" = 50'

BLANDING BOULEVARD (STATE ROAD NO. 21)  
 FLORIDA DEPARTMENT OF TRANSPORTATION  
 RIGHT OF WAY MAP SECTION 72170-2505

DRAWN DATE: NOVEMBER 23, 2020  
 DRAWING SCALE: 1" = 50'  
 CHECKED BY: JEA  
 DATE: NOVEMBER 23, 2020  
 JOB FILE NO.: 2000133\_000002

2131 CORPORATE SQUARE BOULEVARD,  
 SUITE 200  
 JEA  
 4155 WINDY HILL ROAD  
 904-722-4040  
 DEGGROVE SURVEYING, LLC  
 LICENSED BUSINESS NUMBER LB-6493

**DEGGROVE**  
 Surveyors, LLC

THIS MAP AND THE REQUIREMENTS OF STATUTES AND REGULATIONS  
 GOVERNING SURVEYING IN FLORIDA ARE HEREBY  
 ACCEPTED AND AGREED TO BY THE SURVEYOR  
 AND THE CLIENT. THE SURVEYOR'S OBLIGATION IS LIMITED TO  
 THE WORK SPECIFICALLY DESCRIBED IN THIS CONTRACT. THE  
 SURVEYOR DOES NOT WARRANT THE ACCURACY OF THE INFORMATION  
 PROVIDED HEREON FOR ANY OTHER PURPOSES.

EXHIBIT A TO  
 72170-2505

JEA

PLATS 80.00'  
 80.00'  
 CHORD 21.80'  
 S45°42'30"E

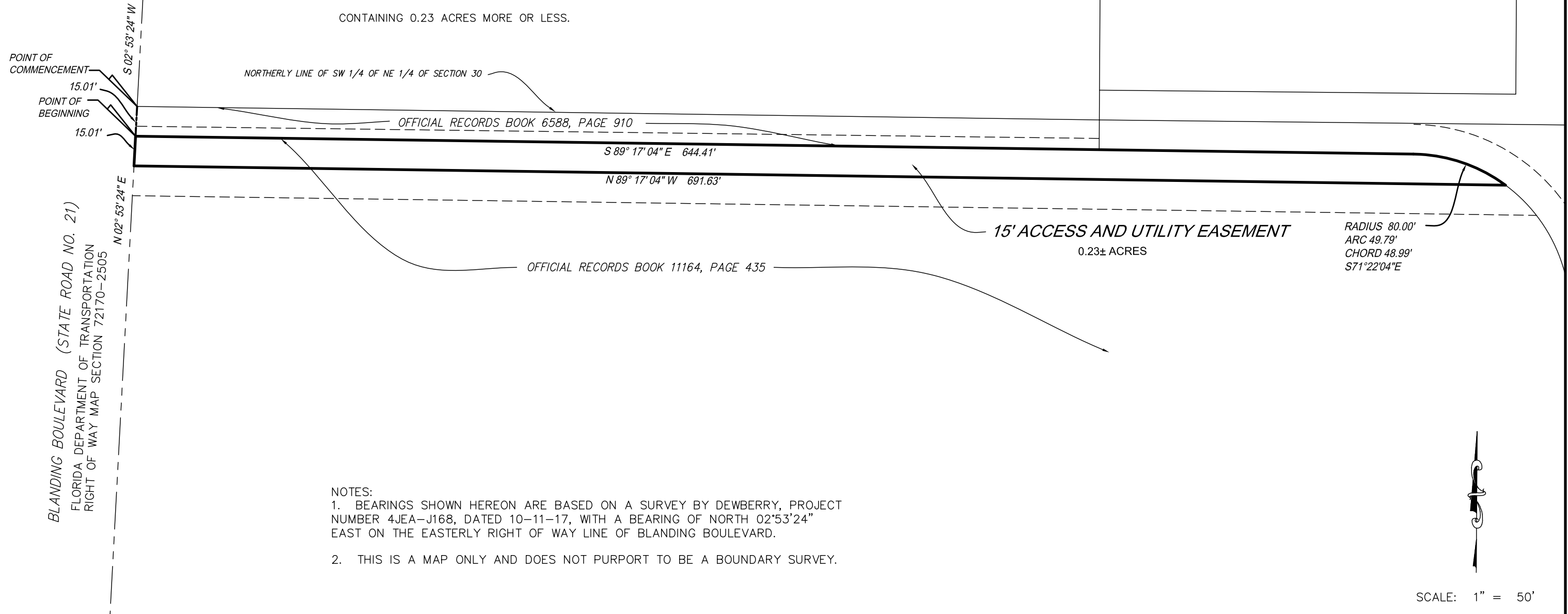
MAP OF:

15' ACCESS AND UTILITY EASEMENT

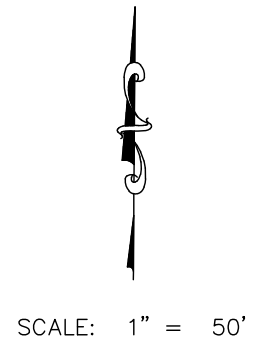
A PART OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 11164, PAGE 435 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, LYING IN TRACT 13, BLOCK 1, JACKSONVILLE HEIGHTS, AS RECORDED IN PLAT BOOK 5, PAGE 93 OF SAID PUBLIC RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTHERLY LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 3 SOUTH, RANGE 26 EAST, WITH THE EASTERLY RIGHT OF WAY LINE OF BLANDING BOULEVARD (STATE ROAD NO. 21 AS NOW ESTABLISHED BY THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION SECTION 72170-2505); THENCE SOUTH 02 DEGREES 53 MINUTES 24 SECONDS WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 15.01 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 17 MINUTES 04 SECONDS EAST, ALONG THE NORTHERLY LINE OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 11164, PAGE 435, A DISTANCE OF 644.41 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 80.00 FEET; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF SAID LANDS, AND ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 49.79 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 71 DEGREES 22 MINUTES 04 SECONDS EAST, 48.99 FEET TO A POINT ON SAID CURVE; THENCE NORTH 89 DEGREES 17 MINUTES 04 SECONDS WEST, ALONG A LINE PARALLEL WITH AND LYING 15.00 FEET SOUTHERLY OF, WHEN MEASURED AT RIGHT ANGLES TO SAID NORTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 11164, PAGE 435, 691.63 FEET TO SAID EASTERLY RIGHT OF WAY LINE OF BLANDING BOULEVARD (STATE ROAD NO. 21); THENCE NORTH 02 DEGREES 53 MINUTES 24 SECONDS EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 15.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.23 ACRES MORE OR LESS.



- NOTES:
- BEARINGS SHOWN HEREON ARE BASED ON A SURVEY BY DEWBERRY, PROJECT NUMBER 4JEA-J168, DATED 10-11-17, WITH A BEARING OF NORTH 02°53'24" EAST ON THE EASTERLY RIGHT OF WAY LINE OF BLANDING BOULEVARD.
  - THIS IS A MAP ONLY AND DOES NOT PURPORT TO BE A BOUNDARY SURVEY.



	DRAWING DATE: NOVEMBER 23, 2020
	DRAWING SCALE: 1" = 50'
DRAFTED BY: BDC	REVISION DATE:
CHECKED BY: GRN	
COMPUTER FILE: 2020262.DWG	
JOB FILE No. 2020133, 2020262	

2131 CORPORATE SQUARE BOULEVARD,  
 JACKSONVILLE, FL 32216  
 904-722-0400  
 FAX 904-722-0402  
 DEGROVE@DEGROVE.COM  
 LICENSED BUSINESS NUMBER L.B.4603

**DEGROVE**  
*Surveyors, Inc.*

THIS MAP MEETS THE STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS AND MAPPERS IN THE STATE OF FLORIDA PURSUANT TO CHAPTER 51-17.051 & 51-17.052 F.A.C.

BRENDA D. CATONE, P.S.M., FLORIDA CERTIFICATION NO. 5447

NOTICE:  
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

**CERTIFIED TO:**  
 JEA

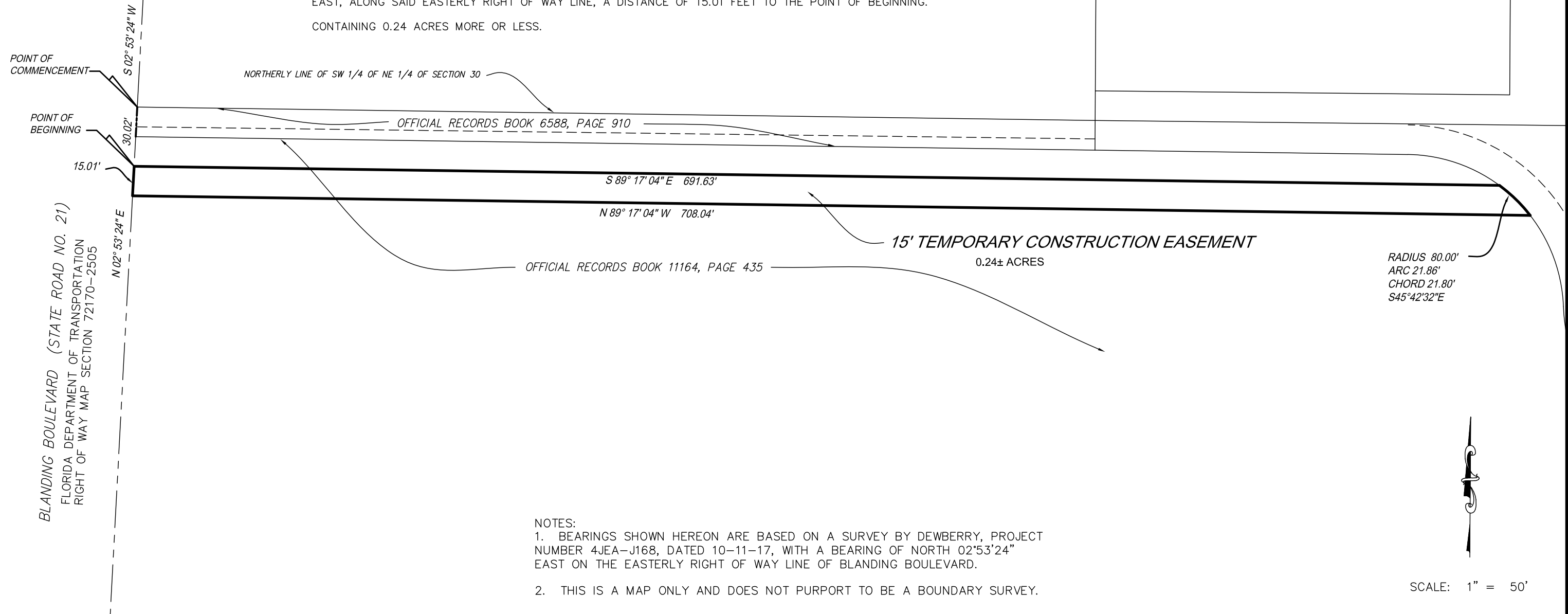
MAP OF:

15 FOOT TEMPORARY CONSTRUCTION EASEMENT

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CONTAINING 0.24 ACRES MORE OR LESS.



DRAWING DATE: NOVEMBER 23, 2020
DRAWING SCALE: 1" = 50'
DRAFTED BY: BDC
CHECKED BY: GRN
COMPUTER FILE: 2020262.DWG
JOB FILE No. 2020133, 2020262

2131 CORPORATE SQUARE BOULEVARD,  
JACKSONVILLE, FL 32216  
904-722-0400  
FAX 904-722-0402  
DEGROVE@DEGROVE.COM  
LICENSED BUSINESS NUMBER L.B.4603

**DEGROVE**  
Surveyors, Inc.

THIS MAP MEETS THE STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS AND MAPPERS IN THE STATE OF FLORIDA PURSUANT TO CHAPTER 5J-17.051 & 5J-17.052 F.A.C.

BRENDA D. CATONE, P.S.M., FLORIDA CERTIFICATION NO. 5447

NOTICE:  
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

CERTIFIED TO:

JEA

*Futral Valuations, LLC*  
*Charles E. (Ed) Futral, MAI*  
7529 N.W. 136<sup>th</sup> Street · Gainesville, Florida 32653  
Phone: (352) 317-8300 · Email: [ed.futral@gmail.com](mailto:ed.futral@gmail.com)

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December 13, 2021

Mr. Jordan Pope  
Director – Economic Development & Real Estate  
JEA  
21 West Church Street  
Jacksonville, Florida 32202-3139

**RE: COGGIN BUICK GMC (an Automotive Dealership)**  
**7245 BLANDING BOULEVARD**  
**PERMANENT ACCESS & UTILITY EASEMENT & TEMPORARY**  
**CONSTRUCTION EASEMENT (From RE# 099002-0000)**

Dear Mr. Pope:

At your request, I have prepared an appraisal of the captioned property, which is located along the easterly side of Blanding Boulevard (State Road 21), northerly of Du-Clay Road, in Jacksonville, Duval County, Florida. The purpose of the appraisal is to provide an opinion of Market Value relative to a proposed permanent access & utility easement together with an associated temporary construction easement (no fee simple acquisition).

The proposed permanent easement acquisition (10,019± square feet or 0.230± acre) is located along the northerly boundary of the parent tract and the temporary construction easement (10,454± square feet or 0.240± acre) is located adjacent and southerly of the proposed permanent easement.

The appraisal considers the land only that comprises the parent tract, the land within the area of proposed easement acquisitions, the land that comprises the remainder tract and any relevant severance damages. Any applicable cost-to-cure will be provided by JEA.

The accompanying report describes the data, analyses, and conclusions relevant to this appraisal. The appraisal will provide summary explanations of the property and information used by appraiser to form an opinion of market value. Additional supporting data, information and documents are contained within my files and can be provided, as necessary.

JEA  
December 13, 2021  
Page 2

Based upon my analyses, the market value of the easement acquisitions, as of December 10, 2021, was as follows:

**Permanent Access & Utility Easement**  
**\$104,700**

**Temporary Construction Easement**  
**\$22,350**

Respectfully submitted,



Charles E. Futral, MAI  
State-Certified Real Estate Appraiser RZ1523

Enclosure



# Formal Bid and Award System

Award #5 February 23, 2023

**Type of Award Request:** INVITATION TO NEGOTIATE (ITN)  
**Request #:** 622  
**Requestor Name:** Rogers-Moody, Andrea L Mgr Technology Project Mgmt  
**Requestor Phone:** (904) 665-6647  
**Project Title:** Project Management Information System (PMIS) Software Licensing, Support, and Implementation  
**Project Number:** 8008599, B0600  
**Project Location:** JEA  
**Funds:** Capital & O&M  
**Business Unit Estimate:** \$1,500,000.00

**Scope of Work:**

This contract provides a Project Management Information System (PMIS) software solution for licensing, support, and implementation to enable the efficient delivery of capital projects for the JEA’s Water/Wastewater Project Engineering & Construction (PEC) group. The PEC group currently relies on spreadsheets, email, ad-hoc reports and a network drive to manage all aspects of project management on capital projects. In some instances, PEC relies on software solutions provided by contracted vendors for specific projects. After the implementation of this project, contracted vendors will be required to use JEA’s PMIS for consistency.

**JEA IFB/RFP/State/City/GSA#:** 1410937446  
**Purchasing Agent:** Dambrose, Nickolas C.  
**Is this a Ratification?:** NO

**RECOMMENDED AWARDEE(S):**

Name	Contact Name	Email	Address	Phone	Amount
E-BUILDER, INC.	Joe Oblak	Joe_oblak@trimble.com	13450 W Sunrise Blvd #600, Sunrise, FL 33323	(561) 504 - 4329	\$913,700.00

**Amount for entire term of Contract/PO:** \$913,700.00  
**Award Amount for remainder of this FY:** \$313,700.00  
**Length of Contract/PO Term:** Five (5) Years w/ Two – 1 Yr. Renewals  
**Begin Date (mm/dd/yyyy):** 03/01/2023  
**End Date (mm/dd/yyyy):** 02/29/2028  
**Renewal Options:** Yes - Two – 1 Yr. Renewals  
**JSEB Requirement:** N/A – Specialty service no JSEBs Available

**Respondents:**

Name	Original			BAFO		
	Bid Amount	Total Score	Rank	Bid Amount	Total Score	Rank
E-BUILDER, INC.	\$1,034,577.50	83.13	2	\$913,700.00	102.53	1
PM WEBB	\$1,621,750.00	72.26	3	\$1,621,750.00	101.26	2
PROJECT TEAM, INC.	\$953,928.00	83.67	1	\$923,148.00	92.12	3
KAHUA	\$2,673,577.00	69.62	4	N/A	N/A	N/A
AURIGO	\$2,568,798.00	66.80	5	N/A	N/A	N/A
CLUSTER CONSULTING, LLC	\$2,328,724.00	64.25	6	N/A	N/A	N/A

**Background/Recommendations:**

Advertised 10/20/2022. Six (6) Companies attended the optional pre-response meeting held on 10/27/2022. At Response opening on 11/15/2022, JEA received six (6) Responses. The Responses were evaluated on price, professional staff experience, past performance, ability to meet the business requirements, and design approach and work plan. JEA shortlisted E-Builder, Inc., PM Webb, and Project Team, Inc. for vendor presentations, which were added to the original scoring. Upon completion of the vendor presentations, Best and Final Offers (BAFOs) were submitted on 02/07/2023. E-Builder, Inc. is deemed the highest evaluated Respondent. This solution has been reviewed and approved by JEA Technology Steering Committee and JEA Information Security. A copy of the Workbook and Evaluation matrix summary is attached as back-up.

This award is for a five (5) year contract in the amount of \$913,700.00, for a Project Management Information System (PMIS) software licensing, support, and implementation. The cost is for 150 SaaS cloud-based license for \$750,000.00 over five (5) years, or \$150,000.00 annually. It also includes \$135,580.00 for implementation and \$28,120.00 for training. Currently, JEA utilizes various separate software products for its capital project delivery. This software will benefit JEA as seen below:

- Formalization of project management processes, practices, and procedures
- Allow the use of automated workflow to drive behavior and processes
- Increase the transparency of capital projects
- Provide a robust document management system for consolidation all capital project delivery information (design drawings, communications, schedules, estimates, invoices, permits, etc.)
- Connect stakeholders who play a role in capital project delivery
- Enable better reporting of capital project metrics to include financial, schedule, ball-in-court, project health, KPIs, etc.
- Enable the automation of project management processes where possible
- Allow streamlined communication and exchange of information with contracted engineers and contractors
- Provide the ability to apply approvals/denials to workflows across multiple platforms (e.g., MS Exchange, Mobile/Cell platforms (iOS, android), and Citrix
- Provide a software solution that is manageable by the business without the need for support from a third-party for tasks like user management, workflow development, report development, system configuration and day-to-day operations
- Allow the development of project cash flow forecasting models based on project schedule, risks, etc.
- Allow the creation and modification of business process workflows by the Owner



Procurement tracks two different types of savings. The total cost difference is comparing the current pricing with the proposed pricing (+/-). The total sourcing savings is determined by negotiations, BAFO savings and value-added savings. Below is the result for this award.

- Total cost difference: N/A
- Total sourcing savings: \$120,877.50

The award amount is approximately \$586,000.00 less than the business unit estimate. The \$1,500,000.00 business unit estimate is within range of the other competitive offers. No budget transfers will be necessary to fully fund this award.

1410937446 – Request approval to award a contract to E-Builder, Inc. for Project Management Information System (PMIS) Software Licensing, Support, and Implementation in the amount of \$913,700.00, subject to the availability of lawfully appropriated funds.

**Director:** Edgar, Cynthia L. – Dir. Technology Services PMO  
**VP:** Selders, Steven G. – VP Application Delivery and Enterprise Architecture  
**Chief:** Krol, Bradley D. – Chief Information Officer

**APPROVALS:**

---

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

---

**Budget Representative** **Date**

S.No	Question	Weightage	Scorer	Scores						
				Kahua (khusa@kahua.com)	Aurigo (hugh.kristenbeck@aurigo.com)	PM Walsh (sabatian.topez@pmweb.com)	E-BUILDER, INC. (joe_ottola@erinble.com)	CLUSTER CONSTRUCTION CONSULTING LLC (jlyons@4steam.co)	PROJECTTEAM, INC. (jwimer@projectteam.com)	
Grand Total of Scores				69.61	66.07	101.26	102.53	64.24	92.12	
Supplier Rank				4	5	2	1	6	3	
1	(30) Quotation of Rates	30		10.5	11.1	17.4 16.9 (\$1,621,750.00)	27.6 30 (\$913,700.00)	12	12	30 29.7 (\$923,148.00)
1.2	Quotation of Rates	100		10.5	11.1	17.4 16.9	27.6 30	12	12	30 29.7
2	Team Qualifications / Past Performance / Company	10	Nick Dambrose	10.5	11.1	17.4 16.9	27.6 30	12	12	30 29.7
2.3	Reference 1	50		6.88	8.06	7.19	7.75	6.38	6.38	
				3.38	3.94	4.06	3.75	2.63	2.75	
			Travis Gillespie	3	2.75	2.75	3	2.5	2.5	
			Bryan Dewberry	4	5	5	4	3	3	
			Krista Carrere	1.5	3	3.5	3	1	1.5	
			Sean Conner	5	5	5	5	4	4	
2.7	Reference 2	50		3.5	4.13	3.13	4	3.75	3.63	
			Travis Gillespie	3	3.5	2.5	3	4	3	
			Bryan Dewberry	5	5	4	5	5	4	
			Krista Carrere	2	3	2	3	1	2.5	
			Sean Conner	4	5	4	5	5	5	
3	(30) Ability to Meet Business Requirements	30		25.05	25.8	26.03	27	20.78	25.05	
3.2	Respondent shall respond to this inquiry by uploading the	100		25.05	25.8	26.03	27	20.78	25.05	
			Travis Gillespie	20.1	20.1	20.1	24.8	27	26.1	
			Bryan Dewberry	30	29.1	30	30	26.1	26.1	
			Krista Carrere	20.1	20.1	20.1	20.1	18	21.5	
			Sean Conner	30	30	30	30	15	26.1	
4	(15) Experience, Location and Availability of Professional Personnel	15		14.1	11.14	10.35	11.25	13.39	11.74	
4.1	Experience, Location and Availability of Professional Personnel	100		14.1	11.14	10.35	11.25	13.39	11.74	
			Travis Gillespie	13.95	11.55	9.45	10.05	14.95	10.95	
			Bryan Dewberry	15	12.45	10.5	12	12	13.95	
			Krista Carrere	13.95	11.55	9.45	12	13.95	15	
			Sean Conner	11.5	9	12	10.05	7.95	7.95	
5	(15) Ability to Design an Approach and Workplan	15		13.09	9.98	11.29	9.53	11.7	10.5	
5.3	Respondent shall respond to the items above with an item	100		13.09	9.98	11.29	9.53	11.7	10.5	
			Travis Gillespie	13.09	9	10.05	7.09	13.09	10.95	
			Bryan Dewberry	13.09	12	12	12	12	12	
			Krista Carrere	12	7.95	10.05	7.95	12	10.95	
			Sean Conner	13.35	12	13.09	11.1	7.8	9	
6	(30) Vendor Presentations	30				29.5	17		8.75	
		100				29.5	17		8.75	
			Travis Gillespie	N/A	N/A	30	16	N/A	10	
			Bryan Dewberry	N/A	N/A	26	17	N/A	7	
			Krista Carrere	N/A	N/A	30	20	N/A	10	
			Sean Conner	N/A	N/A	30	15	N/A	8	

#1410937446 ITN –Project Management Information System (PMIS) Software Licensing, Support, and Implementation

**Addendum 6 Appendix B - Response Workbook (BAFO)**

**e-Builder, Inc.**  
[Please Refer to the Trimble e-Builder Pricing Notes Tab](#)

Provider shall submit pricing to provide the PMIS tool requirements provided in this Solicitation. All bid prices shall include all parts, labor, tools and materials to provide the requirements. No additional fees shall apply.

**Description of Services**

**1.1 PMIS - Annual Software Licenses Cost**

Bidder agrees to provide JEA a non-revocable right to install and use the various Applications on prescribed devices during the five (5) year term of agreement. Estimated number of licenses is 150. Respondent shall provide pricing for all alternatives that they provide licensing for. The lesser of the solutions shall be utilized for evaluation of the Quotation of Rates.

Item No	Description	Estimated Qty	Unit of Measure	Unit Price	Total Five (5) Year Price
1.1.1	Software Licenses - Cloud Based Solution - Total Users	150	per one (1) year per license	\$ 1,000.00	\$ 750,000.00
1.1.2	Software Licenses - Cloud Based Solution - Breakdown of users 82% Internal Users/18% External Users	150	per one (1) year per license	\$ -	
1.1.3	Software Licenses - Cloud Based Solution - Capital Expenditures FY24 \$381M; FY25 \$439M; FY26 \$355M; FY27 \$295M; FY28 \$570M	1	unlimited users(1) year license	\$ 213,456.00	\$ 1,067,280.00
<b>1.1.5</b>	<b>Total PMIS - Annual Software License Cost</b>				<b>\$ 750,000.00</b>

**Description of Services**

**1.2 PMIS - Setup / Implementation Fees**

**1.2.1 Setup / Implementation -**

See Appendix A - Technical Specifications. Any travel expenses shall be included and shall be subject to Appendix A - JEA Travel Policy.

Item No	Description	Not to Exceed (NTE) Hours	Hourly Rate	Total Price	
1.2.2	Project management / Change Management / Non-Technical Team Professional Services	\$ 98.00	\$ 210.00	\$ 20,580.00	
	Technical Team Professional Services				
1.2.3	Analysis	\$ 213.60	\$ 190.00	\$ 40,584.00	
1.2.4	Configuration	\$ 160.20	\$ 190.00	\$ 30,438.00	
1.2.5	Development/Customization	\$ 150.00	\$ 70.00	\$ 10,500.00	
1.2.6	Unit, Configuration and system	<<insert number of hours here>>	<<insert Hourly Rate here>>	This cell will autopopulate.	
1.2.7	Testing	\$ 160.20	\$ 190.00	\$ 30,438.00	
1.2.8	Data Migration (Workshop Only)	\$ 16.00	\$ 190.00	\$ 3,040.00	
1.2.9	<b>Total PMIS - Setup / Implementation Fees</b>				<b>\$ 135,580.00</b>

**Description of Services**

**1.3 PMIS - Recurring Annual Maintenance and Support**

Costs shall include, but may not be limited to Maintenance and Support, must include technical support, customizations, and free software upgrades

Item No	Description	Estimated Qty	Unit of Measure	Unit Price	Total Five (5) Year Price
1.3.1	Maintenance and Support - During the term of the Program, Bidder agrees to maintain its platform and systems to a commercially reasonable level, provide complimentary timely repair of material deficiencies, to provide limited unobtrusive updates and software revisions, and to support its platform and systems to a commercially reasonable level with customer service available from 9 a.m. to 5 p.m. eastern standard time during the term.	5	per one (1) year	0	0
	Service Level Agreement - Maintenance and Support shall be subject to a service level agreement. The service level agreement shall contain the quality criteria and the at risk percentages contained in this Section.	<b>Severity</b>	<b>Quality Criteria</b>	<b>Definition</b>	<b>% of Monthly Maintenance and Support Fees at Risk</b>
		Critical	Average Response Time <= 1 Hour	Business outage or significant customer impact that threatens future productivity	0%
		Urgent	Average Response Time <= 2 Hours	High-impact problem where production is proceeding, but in a significantly impaired fashion; there is a time-sensitive issue important to long term productivity that is not causing an immediate work stoppage; or there is significant customer concern.	0%
		Important	Average Response Time <= 4 Hours	Important issue that does not have significant current productivity impact	0%

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		Monitor	Average Response Time <= 1 business day	Issue requiring no further action beyond monitoring for follow-up, if needed	0%
		Informational	Average Response Time <= 2 business days	Request for information only	0%
Total \$ of Monthly Maintenance and Support Fees at Risk					0
<b>1.3.3</b>	<b>Total PMIS - Recurring Annual Maintenance and Support</b>				<b>\$ -</b>
<b>Item No</b>	<b>Description</b>	<b>Estimated Qty</b>	<b>Unit of Measure</b>	<b>Unit Price</b>	<b>Total Price</b>
1.4.1	<b>PMIS - Training</b> Training to be completed for all identified personnel 6 weeks before launch. Product shall be piloted for at least 30 days to identify areas of opportunity before full launch. Onsite support at a minimal of 30 days after implementation/launch. Training deliverables to include written material, CBTs, onsite classroom training, online classroom training, and/or on-demand video training.	1	per lump sum	\$ 28,120.00	28120
1.4.2	<b>Total PMIS - Training</b>				<b>\$ 28,120.00</b>
1.5	<b>TOTAL BID PRICE</b> <i>(Transfer this Amount to Appendix B - Response Form)</i>				<b>\$ 913,700.00</b>