

RESOLUTION NO. 2008-163

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF THE JOINT AGREEMENT BETWEEN ST. JOHNS COUNTY, FLORIDA, AND THE JACKSONVILLE ELECTRIC AUTHORITY (JEA), JACKSONVILLE, AND AUTHORIZING THE CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA TO EXECUTE THE AGREEMENT ON BEHALF OF AT. JOHNS COUNTY

WHEREAS, the County desires JEA to install a force main project for the County to enable the County to utilize JEA's Twin Creek Lift Station; and

WHEREAS, the project includes sewer force main improvements for construction of approximately 40 feet of 16 inch force main and 4,484 feet of 20 inch force main, and 10 feet of 12" force main along US 1; and

WHEREAS, the \$631,880.11 amount includes a JEA installed a flow meter and appurtenances for the County at its Twin Creeks Pump Station for the amount of \$32,647.02, and an amount of \$78,180.90 expended by JEA for design services, including anticipated spending funds for project management, construction management, and inspection services as to installation of the Force Main; and

WHEREAS, the total amount to be reimbursed to the JEA under this agreement will be up to \$731,880.11 including a \$100,000 contingency account; and

WHEREAS, the County has reviewed the terms, provisions, conditions, and requirements of the Joint Agreement and has determined that accepting the terms of this Joint Agreement, will serve the interests of the County.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The above Recitals are hereby incorporated into the body of this Resolution, and are adopted as Findings of Fact.

Section 2. The Board of County Commissioners hereby approves the terms, provisions, conditions, and requirements of the Joint Agreement between St. Johns County, Florida, and the JEA, Jacksonville, and authorizes the Chairman of the Board of

County Commissioners of St. Johns County, Florida to execute the Joint Agreement on behalf of St. Johns County.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 10 day of June, 2008.

BOARD OF COUNTY COMMISSIONERS OF  
ST. JOHNS COUNTY, FLORIDA

Attest:

Pam Haltem  
Deputy Clerk

By:

Thomas G. Manuel  
Thomas G. Manuel, Chair

RENDITION DATE 6/17/08



**JOINT PROJECT AGREEMENT**

**BETWEEN**

**JEA**

**AND**

**ST. JOHNS COUNTY**

**FOR**

**THE CONSTRUCTION OF 16 AND 20 INCH**

**FORCE MAIN PROJECT ALONG US 1**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between JEA, a public body politic and corporate, organized and existing under the laws of the State of Florida, and St. Johns County, a political subdivision of the State of Florida, (“County”).

WITNESSETH:

WHEREAS, the County desires JEA to install a force main for the County to enable the County to utilize JEA’s Twin Creek Pump Station (the “Force Main”). Said Force Main is designed to be 40 feet of 16 inch force main and 4,484 feet of 20 inch force main, and 10 feet of 12 inch force main along US 1; and

WHEREAS, JEA has received bids for said work in the amount of \$521,052.19, as shown in Exhibit A attached; and

WHEREAS, JEA has installed a flow meter and appurtenances for the County at its Twin Creeks Pump Station for the amount of \$32,647.02, as shown in Exhibit B attached; and

WHEREAS, JEA has expended funds for design services and anticipates spending funds for project management, construction management, and inspection services as to installation of the Force Main in the amount of \$78,180.90;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, it is agreed by the parties as follows:

1. The above stated recitals are true and correct and, by this reference, are incorporated herein and made a part hereof.

2. JEA will provide for all design, project management, construction management, inspection, obtaining and coordination of permits, and contract close-outs as to the construction and installation of the Force Main. The County shall reasonably cooperate with JEA as to issuance of all necessary permits for the work.

3. The County accepts the design and proposed method of construction as detailed in JEA's bid specification number WCF-089-07 Twin Creeks FM-FEC Bore & Jack to Twin Creeks Master Pump Station, and as amended by comments provided by the St. Johns County Utility Department ("SJCUD") (Exhibit C), hereby deemed to be attached by this reference and incorporated into this Agreement.

4. JEA will certify that the actual construction is in accordance with bid specification number WCF-089-07 upon completion of the work. In that light, JEA will not consider the construction project complete, until JEA is able to certify that actual construction is in accordance with bid specification number WCF-089-07.

5. The County will pay JEA for design, management, and construction of said Force Main the total amount of \$599,233.09.

6. The County will pay JEA for the flow meter and appurtenances installed at the Twin Creeks Pump Station in the total amount of \$32,647.02.

7. The County will pay JEA as follows:

\$32,647.02 within four weeks of approval of this agreement by the St. Johns County Board of County Commissioners.

\$599,233.09 within six weeks of approval of this agreement by the St. Johns County Board of County Commissioners.

In the event the County fails to make any of the preceding payments as and when due (i.e. – by the referenced “on or before” or the “no later than” dates), JEA may suspend all efforts and work toward installation of the Force Main until such time as the respective payment involved is made by the County. In case of a suspension, work shall be resumed within twenty-four (24) hours of payment being made by the County. If that period of time ends during a weekend or holiday, JEA shall resume work by the close of business on the next regular business day.

8. In the event the Contractor encounters extra work required to complete the project, or Contractor’s costs have risen since the bid was awarded, the County will pay JEA the amount requested by the Contractor plus a 15% management fee which includes design, project management, construction management, and inspection. An SWA account has been set up in the contract in the amount of \$100,000 to cover Contractor’s costs in any event that may require extra work. The County will be included in any negotiations with the Contractor in the event the SWA account is exceeded. The County will pay JEA for the extra work billed by the Contractor plus management fees prior to the County having access to the sewer flow meter. JEA will provide the Contractor’s invoice to the County as justification and back-up for any additional work.

Other than in the preceding two instances, in no event will the County have any liability for any cost overruns, unless unforeseen and undiscoverable subsurface conditions are discovered during the construction process. In such event, the parties shall endeavor in good faith to make necessary equitable adjustment(s) and changes to the construction schedule and project price, within no later than thirty (30) days of discovery of such conditions. If the parties are unable to agree on such adjustment, then either party at its option may terminate the agreement on ten (10) days' notice to the other, and JEA shall be paid for all work performed prior to the date of termination within ten (10) business days after the effective date of the termination.

9. Following completion of construction of the project, provided the County has made all payments due as provided herein, JEA will give the County access to the sewer flow meter within five (5) working days.

10. Upon completion of the work, JEA shall own, control, maintain, and be responsible for the Force Main in all respects.

11. This Agreement shall be governed, interpreted, and construed according to the laws of the State of Florida. Venue for any litigation shall be determined by the home venue privilege applicable to governmental entities.

12. It is the intent of both the County and JEA not to subject the other party to any of the equitable, administrative, or legal remedies provided for by law or in this Agreement for so-called "technical" breach(es) or violation(s) of this Agreement. These include the following:

(a) in instances or for matters where a violation of the Agreement by either the County or JEA was a good faith error that resulted in no, or minimal, negative impact on either the County or JEA; or

(b) where there existed circumstances reasonably beyond the control of the County or JEA, and those circumstances precipitated a violation of the Agreement on the part of the County or JEA, or those circumstances were deemed to have prevented the County or JEA from complying with any term, provision, condition, or requirement of this Agreement.

13.A. As an alternative to either the County or JEA instituting legal action, the County or JEA may request that any dispute related to this Agreement and any properly executed addenda or amendments to this Agreement may be submitted to voluntary, presuit mediation. The parties shall endeavor to agree on a mediator satisfactory to each of them. If they are unable to agree, each party shall select one mediator, and those two mediators shall jointly select a third.

B. The County, JEA and the mediator(s) shall develop and establish such procedural and substantive rules as shall apply to the mediation, including such provisions of the Florida Statutes and Rules of Civil Procedure as may be agreed upon. Absent agreement on the applicable rules and procedures, the parties shall engage in the governmental dispute resolution process set forth in Chapter 164, Florida Statutes.

C. The total dollar amount expended by each party in mediation shall not exceed \$10,000 (ten thousand dollars). This \$10,000 cap shall include all costs associated with the mediation, including, but not limited to, travel, document production and transportation costs. Once the \$10,000 cap has been reached, the obligation to continue mediating shall terminate, although the parties may elect to continue.

D. If the parties have attempted voluntary presuit mediation but the dispute in issue has not been resolved, they agree to dispense with the requirements of Chapter 164, Florida Statutes, after litigation commences, and hereby waive all rights to assert in any such litigation that compliance with the requirements of Chapter 164 is necessary.

14. Neither the County nor JEA shall be held in default, breach, violation or non-compliance with the terms, provisions, conditions, or requirements of this Agreement, nor suffer any enforcement or penalty relating thereto (including revocation, cancellation, or termination of this Agreement) where such non-compliance, or alleged default, breach or violation occurred and/or was caused by circumstances beyond either party's control, including without limitation, acts of God, fire, flood, natural disasters, or otherwise; provided, however, the parties shall use their best efforts to overcome such force majeure event.

15. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction, or by any other legally constituted body having jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect, provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended performance of this Agreement. If such part is material to the intended performance of the Agreement, either party at its option may terminate the Agreement on ten (10) days' written notice, and JEA shall be paid full payment for all work performed up to the date of termination within ten (10) business days after the effective date of the termination.

16. The County's maximum indebtedness for the design and construction of the Force Main, including the meter at the pump station, is \$631,880.11, plus any expenditures under the SWA account plus management costs, absent any equitable adjustments which may be made, as herein provided under paragraphs 8 and 9 above, and exclusive of any voluntary mediation charges incurred hereunder.



IN WITNESS WHEREOF, JEA and the County have executed this Agreement by their proper officers, thereunto duly authorized, on the dates and year set forth below.

**St. Johns County Board of County Commissioners**

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

OFFICIAL SEAL

Date of Execution by County:

\_\_\_\_\_, 2008

ATTEST:

\_\_\_\_\_  
Clerk

As authorized for execution by the Board of County Commissioners at their \_\_\_\_\_, 20 \_\_\_\_, regular meeting.

**ATTEST:**

**JEA**

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

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

Name: \_\_\_\_\_  
Type or Print

Name: \_\_\_\_\_  
Jim Dickenson

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

Title: CEO and Managing Director

Form approved:

\_\_\_\_\_  
Assistant General Counsel

**EXHIBIT A**

Exhibit A to the Joint Project Agreement  
Between JEA and St. Johns County for  
the Construction of 16 and 20 Inch Force  
Main Project Along US 1

**PART I – FORCE MAIN CONSTRUCTION**

Item No.	Est. Qty	Units	Description	Unit Price	Total Price
1	1	LS	Clearing & Grubbing	\$ 220.00	\$ 220.00
2	1,050	LF	24" PVC DR25 Force Main	\$ 70.00	\$ 73,500.00
3	2	EA	24" 90 deg Bend	\$ 2,626.00	\$ 5,252.00
4	8	EA	24" 45 deg Bend	\$ 2,194.00	\$ 17,552.00
5	2	EA	24" 22 1/2 deg Bend	\$ 2,272.00	\$ 4,544.00
6	2	EA	24" 11 1/4 deg Bend	\$ 2,272.00	\$ 4,544.00
7	2	EA	24" Sleeve	\$ 1,894.00	\$ 3,788.00
8	2	EA	Air Release Valve	\$ 4,983.00	\$ 9,966.00
9	3,500	SY	Seed & Mulch (30')	\$ 0.40	\$ 1,400.00
10	1,650	SY	Gravel Road Removal	\$ 0.38	\$ 627.00
11	1,650	SY	Reconstruct Gravel Road	\$ 5.24	\$ 8,646.00
12	1	LS	Soil Testing Allowance		\$ 5,000.00
13	1	LS	SWA Account		\$ 50,000.00

			<b>PART I – FORCE MAIN CONSTRUCTION SUBTOTAL</b>		\$ 185,039.00
7.3.25	1	LS	GENERAL/SPECIAL CONDITIONS (MAX. 10% OF PART I – FORCE MAIN CONSTRUCTION SUBTOTAL)		\$ 11,817.00
			<b>PART I – FORCE MAIN CONSTRUCTION TOTAL (Subtotal plus General Conditions &amp; Special Conditions, Inclusive)</b>		<b>\$ 196,856.00</b>

**PART 2 – ST. JOHNS COUNTY**

Item No.	Est. Qty	Units	Description	Unit Price	Total Price
1	1	LS	Re-Mobilization	\$ 9,260.00	\$ 9,260.00
2	1	LS	Clearing & Grubbing	\$ 8,800.00	\$ 8,800.00
3	100	FT	Temporary Concrete Barriers	\$ 30.00	\$ 3,000.00
4	50	LF	16" PVC DR25 Force Main	\$ 69.00	\$ 3,450.00
5	4,410	LF	20" PVC DR25 Force Main	\$ 45.89	\$ 202,374.90
6	1	EA	20" x 20" 20" Tee	\$ 2,880.00	\$ 2,880.00
7	4	EA	20" 90 deg Bend	\$ 1,944.00	\$ 7,776.00
8	16	EA	20" 45 deg Bend	\$ 1,715.00	\$ 27,440.00
9	2	EA	20" 22 1/2 deg Bend	\$ 1,783.00	\$ 3,566.00
10	2	EA	20" 11 1/4 deg Bend	\$ 1,783.00	\$ 3,566.00
11	2	EA	20" Sleeve	\$ 1,538.00	\$ 3,076.00
12	2	EA	20" x 16" Reducer	\$ 1,983.00	\$ 3,966.00
13	2	EA	24"x20" Reducer	\$ 1,927.00	\$ 3,854.00
14	1	EA	24" Plug	\$ 964.00	\$ 964.00
15	1	EA	20" Plug	\$ 795.00	\$ 795.00
16	20	EA	Pipe Bell Restraints (24")	\$ 725.00	\$ 14,500.00
17	50	EA	Pipe Bell Restraints (20")	\$ 675.00	\$ 33,750.00
18	1	EA	16" Gate Valve	\$ 4,032.00	\$ 4,032.00
19	2	EA	20" Gate Valve	\$ 6,995.00	\$ 13,990.00
20	5	EA	Air Release Valve	\$ 4,774.00	\$ 23,870.00
21	1,000	SY	Sodding (30')	\$ 3.75	\$ 3,750.00
22	8,000	SY	Seed & Mulch (30')	\$ 0.39	\$ 3,120.00
23	3,850	SY	Gravel Road Removal	\$ 0.36	\$ 1,386.00
24	3,850	SY	Reconstruct Gravel Road	\$ 5.10	\$ 19,635.00
25	250	LF	Directional Drill 24" HDPE DR11 Force Main	\$ 220.00	\$ 55,000.00
26	2	EA	24" Mech. Joint Adapter	\$ 896.00	\$ 1,792.00
27	1	LS	Soil Testing Allowance	\$ 5,000.00	\$ 5,000.00
28	1	LS	SWA	\$ 100,000.00	\$ 100,000.00

			<b>PART 2 – ST. JOHNS COUNTY SUBTOTAL</b>		\$ 564,592.90
7.3.25	1	LS	GENERAL/SPECIAL CONDITIONS (MAX. 10% OF PART 2 – ST. JOHNS COUNTY SUBTOT		\$ 56,459.29
			<b>PART 2 – ST. JOHNS COUNTY TOTAL (Subtotal plus General Conditions &amp; Special Conditions, inclusive)</b>		<b>\$ 621,052.19</b>

**RECAPITULATION:**

			<b>PART I – FORCE MAIN CONSTRUCTION TOTAL</b>		\$ 196,856.00
			<b>PART 2 – ST. JOHNS COUNTY TOTAL</b>		\$ 621,052.19
<b>GRAND TOTAL</b>					<b>\$ 817,908.19</b>

**EXHIBIT B**

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**From:** chapman construction Inc [mailto:chapmanconstruct@bellsouth.net]  
**Sent:** Thursday, August 09, 2007 11:43 AM  
**To:** Bridwell, Herbert B.  
**Subject:** Re: Twin Creeks PS cost for flow meter and appurtenances

Herbert,

Flowmeter	\$11,717.20
Pitt & Piping	\$17,665.12
Profit Labor	\$ 3,264.70

Total	\$32,647.02
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Hope this helps. Pam

----- Original Message -----

**From:** Bridwell, Herbert B.

**To:** Frank Chapman

**Cc:** Flood, Alan J.

**Sent:** Wednesday, August 08, 2007 4:12 PM

**Subject:** Twin Creeks PS cost for flow meter and appurtenances

Good afternoon Frank:

JEA has a pressing need to determine the cost of the flow meter installation at the Twin Creeks PS. On the schedule of values, there is a cost listed for the meter box at \$32,647.02 but it looks like the cost for the meter and associated piping may be in the other items. If it is available, could you please provide the cost of the meter, the piping between the meter box and the wetwell and the meter bypass piping, including installation?

Thanks, Herbert Bridwell, 665-4405

**EXHIBIT C**

-----Original Message-----

**From:** Larry Miller

**Sent:** Tuesday, August 28, 2007 6:09 PM

**To:** 'connjm@jea.com'

**Cc:** Mickhael Sulayman; Neal Shinkre; Bill Young; 'ahmae@jea.com'

**Subject:** Twin Creeks SJCUD FM Comments

Jim,

Below is a summary of the comments from our review of the 20" FM. The mark ups will be sent out to you tomorrow via overnight Fed Ex.

General Comments:

1. SJCUD Standards and details shall apply to the construction of the SJCUD FM.
2. The SJCUD FM should be labeled on the plans to distinguish it from the JEA FM.
3. 42" Min Cover needs to be maintained for the SJCUD 20" FM

Sheet C-2:

1. Add 20" Gate Valve at Station 21+95.

Sheet C-3:

1. Either deflect or using fittings on FM to maintain 42" cover at the ditch crossings shown at Stations 23+45 and 25+08

Sheet C-4:

1. Move 20" Gate Valve to be downstream of air release valve.

Sheet C-6:

1. Add 20" Gate Valve at Station 44+00 (+/-).

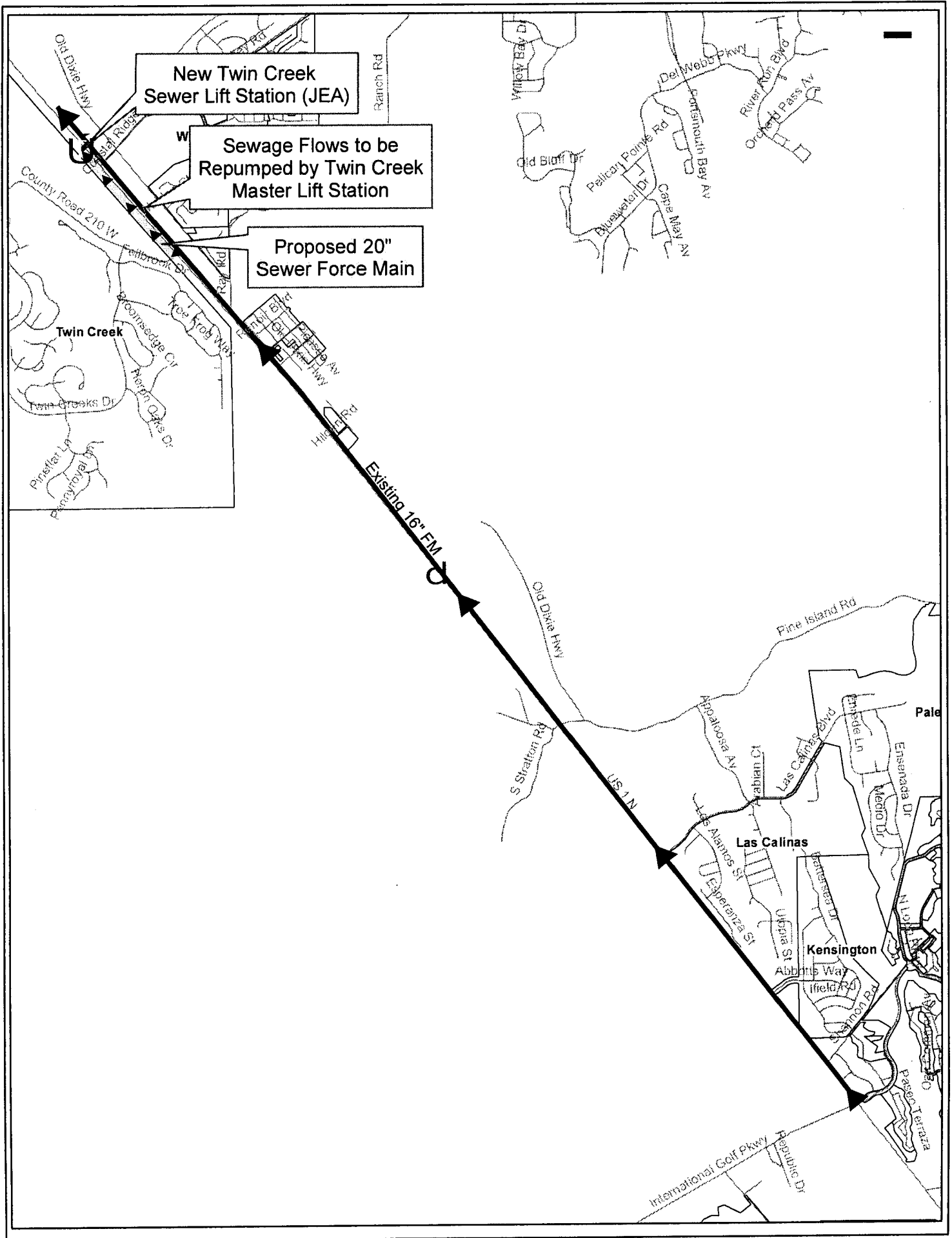
Sheet C-8:

1. Reduce HDD size to 20" DR 11 HDPE—the 17.43" I.D. is sufficient for this short run of FM.
2. Make the HDD shallower and shorter. Note that the crossing of CR 210 west does not need to meet FDOT Standards.
3. Realign the HDD to be inline with the open cut FM in the easement –maintain 5' offset from the easement line.
4. Remove 8" Oak, 7" Maple, and 8" Maple trees between Station 54+00 and 54+50.
5. Revise connection to existing 16" FM in CR 210 W ROW by using 16" 90 degree bends, and leave a 12" stub out for future connection in CR 210 W ROW.
6. Add Air Release Valve to existing 16" FM located in median of US 1 and CR 210 W to avoid air locking once flow is diverted to this new FM—see as-built sheet attached to plan mark ups.

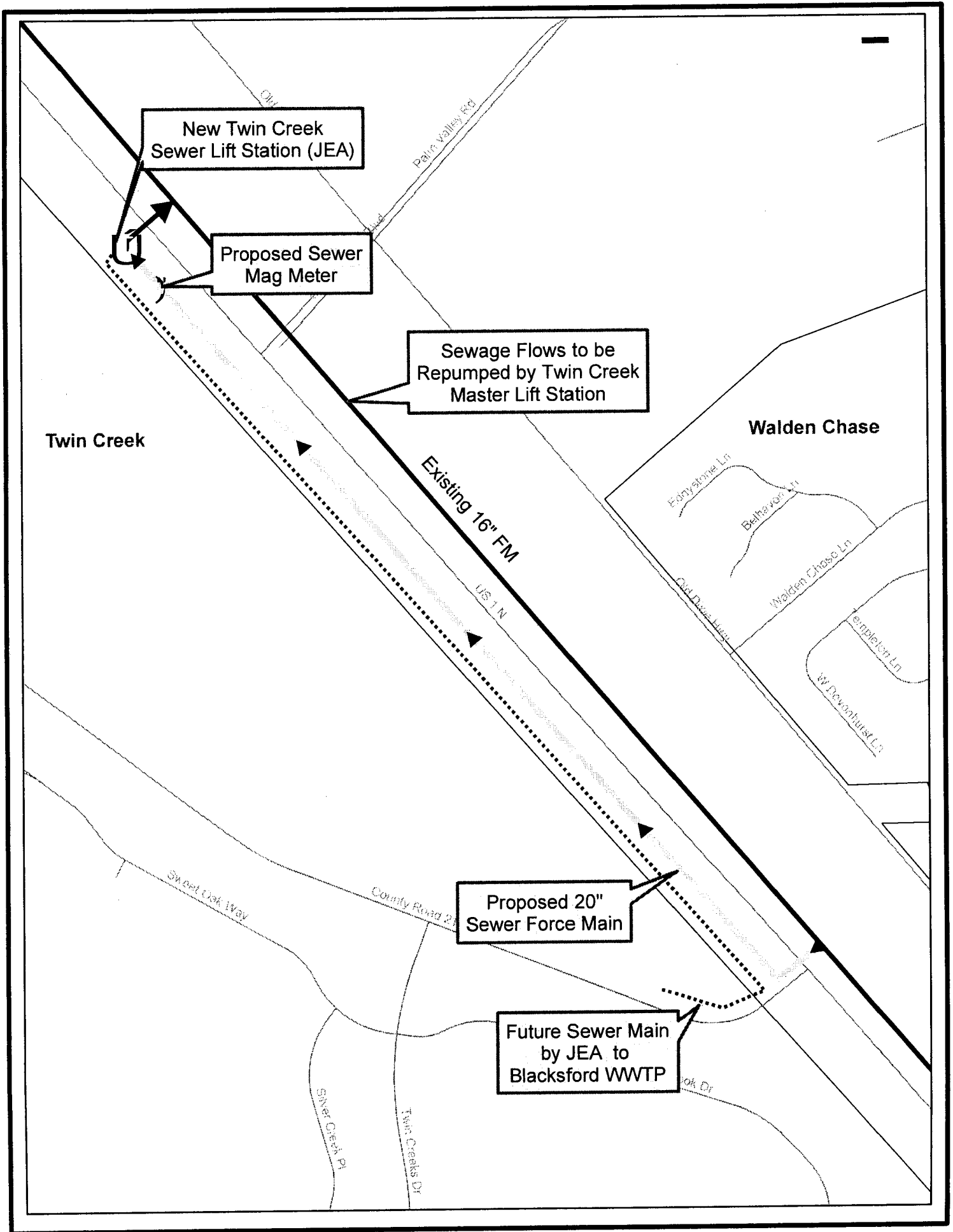
Please feel free to contact me with any questions or concerns regarding these comments or the marked up plans that you should receive on Thursday.

Thanks

Larry K. Miller Jr., P.E.  
Engineer III  
St Johns County Utility Department  
Office: (904) 209-2624







New Twin Creek  
Sewer Lift Station (JEA)

Proposed Sewer  
Mag Meter

Sewage Flows to be  
Repumped by Twin Creek  
Master Lift Station

Twin Creek

Walden Chase

Existing 16" FM

US 1 N

Proposed 20"  
Sewer Force Main

Future Sewer Main  
by JEA to  
Blacksford WWTP

Sweet Oak Way

County Road 28

Silver Creek Dr

Twin Creeks Dr

Egrystone Ln

Belhaven Ln

Walden Chase Ln

Waldenhurst Ln

Waldenhurst Ln

Sweet Oak Dr