Board of Directors Meeting

Start time is 9:00AM or immediately following Audit Committee Meeting

December 09, 2024 09:00 AM

Agenda Topic	Presenter
Agenda	
I. Pledge of Allegiance/Moment of Silence	Patrick Kilbane
II. Approval of Minutes - Board of Directors Meeting - October 28, 2024	Chair Wendy Hamilton
III. Public Comments	
IV. Presentations: Milestones: Susan Stewart - Legislative Aide, 10 years - Presented by Beth McCague Neil Stephens - Manager, Public Safety Adm., 10 years - Presented by Beth McCague Suzanne Hamrock - Process Specialist, 10 years - Presented by James Bennett Brandon Blanton - Asset Manager, 15 years - Presented by James Bennett	
V. New Business	
BD2024-12-01 Public Transportation Grant Agreement JAXPORT Rail Expansion for Aggregate Distribution Financial Project 454937-1	Justin Ryan
AC2024-11-01 Terminal Development for SET CM at Risk GMP8 Packages JE Dunn Construction Co.	James Bennett
BD2024-12-02 Contribution to SET Auto Processing Development at Blount Island	James Bennett
AC2024-11-02 BIMT Roof Rehabilitation, B35 Shed #1 Tecta America Corp.	James Bennett
AC2024-11-03 Roof Replacement B-19 Transit Shed Three (GITMO) Tecta America Corp.	James Bennett
VI. CEO Update	Eric Green
VII. Reports	
R2024-12-01 Engineering and Construction Update	James Bennett
R2024-12-02 Financial Highlights & Monthly Financials/Vital Statistics	Joey Greive

R2024-12-03 Commercial Highlights	Robert Peek
R2024-12-04 Safety Update by Nick Primrose	Info Only
VIII. Other Business	Chair Wendy Hamilton

Approval of Travel - Chair Wendy Hamilton recommends approval of travel by one or more Board Members of the Authority for business solicitation purposes or to attend any necessary conferences during the months of January/February 2025.

IX. Miscellaneous

A. Awards Committee Meeting Minutes - November 21, 2024
B. Emergency Purchases - None
C. Unbudgeted Transactions - None

X. Adjourn	Chair Wendy Hamilton

BOARD OF DIRECTORS MEETING
Jacksonville Port Authority
2831 Talleyrand Avenue
October 28, 2024

A meeting of the Jacksonville Port Authority Board of Directors was held on Monday, October 28, 2024 at the Port Central Office Building, 2831 Talleyrand Avenue, Jacksonville, Florida. Chair Wendy Hamilton called the meeting to order at 9:00AM and welcomed all attendees. Board Member Soo Gilvarry led the audience in the Pledge of Allegiance and a moment of silence.

Board Members Attending:

Ms. Wendy Hamilton, Chair
Mr. Palmer Clarkson, Vice Chair
Ms. Soo Gilvarry, Treasurer
Mr. Tom Slater, Secretary
Mr. Daniel Bean, Member
Mr. Patrick Kilbane, Member

Other Attendees:

Mr. Eric Green, Chief Executive Officer
Ms. Beth McCague, Chief of Staff
Mr. Joey Greive, Chief Financial Officer
Mr. Robert Peek, Chief Commercial Officer
Mr. James Bennett, Chief Operating Officer
Ms. Linda Williams, Chief Administrative Officer
Ms. Chelsea Kavanagh, Chief Communications Officer
Mr. Nick Primrose, Chief, Regulatory Compliance
Mr. Reece Wilson, Office of General Counsel
Mr. Chris Miller, City Council Liaison
Ms. Rebecca Dicks, Board Liaison

Approval of Minutes

Chair Hamilton called for approval of the September 20, 2024 Board of Directors Meeting Minutes. After a motion by Mr. Bean and a second by Mr. Kilbane, the Board unanimously approved the minutes as submitted.

Public Comments

Chair Hamilton called for comments from the public. There were no public comments.

Presentations

Mr. James Bennett recognized William James, Mechanic III, for reaching his 25-year milestone and thanked him for his service.

Chair Hamilton recognized immediate past JAXPORT Board Chairman Daniel Bean and thanked him for his leadership and service over the past year.

New Business

BD2024-10-01 Purchase and Sale Agreement SET Talleyrand Parcels

Mr. Nick Primrose presented this submission for Board approval of the Purchase Sale Agreement in the amount of $8,100,000 for the Talleyrand Parcels between Jacksonville Port Authority and J-S Land Holdings, LLC and Florida Lane Holdings LLC. This property will be leased by port tenant, Enstructure, who agreed to a 30-year lease for the existing Southeast Toyota premises once Southeast Toyota relocates to Blount Island.

After a motion by Mr. Bean and a second by Mr. Kilbane, the Board voted to approve this submission.

BD2024-10-02 Sovereignty Submerged Lane Lease Modification to Increase Square Footage – Berth 22

Mr. James Bennett presented this submission for Board approval of the Sovereign Submerged Land Lease Modification needed to support the increase for square footage of Berth 22 to account for the area needed to perform the South Dolphin Repair to ensure the secure mooring of vessels.

After a motion by Mr. Bean and a second by Mr. Clarkson, the Board voted to approve this submission.

AC2024-10-01 Construction Engineering Inspection Services for New JFRD Fire Station 48 at BIMT – VIA Consulting Services, Inc.

Mr. James Bennett presented this submission for Board approval of the issuance of a contract to VIA Consulting Services, Inc., for Construction Engineering Inspection Services for New JFRD Fire Station 48 at BIMT in the amount of $537,878.06. This contract was set aside for participation of Small and Emerging Businesses (JSEB's, MBE's, WBE's, DBE's and SBA's) only.

After a motion by Mr. Bean and a second by Mr. Clarkson, the Board voted to approve this submission.

AC2024-10-02 Construction Management & Inspection Services for JPA C&ES Consultants, Inc.

Mr. James Bennett presented this submission for Board approval of the issuance of a contract to C&ES Consultants, Inc., for the provision of Construction Management and Inspection Services, based upon agreed negotiated rates between the Jacksonville Port Authority and C&ES Consultants, Inc. This contract was set aside for participation of Small and Emerging Businesses (JSEB's, MBE's, WBE's, DBE's and SBA's only).

After a motion by Mr. Bean and a second by Mr. Slater, the Board voted to approve this submission.

AC2024-10-03 BIMT Berth 20 Wharf Expansion – RUSH Marine, LLC

Mr. James Bennett presented this submission for Board approval of the issuance of a contract to RUSH Marine, LLC for BIMT Berth 20 Wharf Expansion in the amount of $51,220,050.50 plus $2,561,002.53 (5%) contingency.

After a motion by Mr. Bean and a second by Ms. Gilvarry, the Board voted to approve this submission.

AC2024-10-04 Services During Construction for T-Berth Modifications to Berth 20 – BIMT – Taylor Engineering, Inc.

Mr. James Bennett presented this submission for Board approval of Change Order No. 2 to Taylor Engineering, Inc., for Services During Construction for T-Berth 20 – BIMT in the not to exceed amount of $1,868,014.30. The total amount of the contract including Change Order Numbers 1 and 2 will be $3,182,981.30.

After a motion by Mr. Bean and a second by Ms. Gilvarry, the Board voted to approve this submission.

AC2024-10-05 IBM Maximo Application Suite (MAS) SaaS AWS Implementation & Subscription Services – IBM Corporation

Mr. Bradley Burch presented this submission for Board approval of the issuance of a contract to IBM Corporation for Maximo Application Suite (MAS) SaaS AWS Implementation and Subscription Services in the amount of $1,058,498.05.

After a motion by Mr. Bean and a second by Ms. Gilvarry, the Board voted to approve this submission.

CEO UPDATE

Mr. Green announced that following his recent visit to the global headquarters of O.N.E. in Singapore, the shipping line will introduce a new container service to JAXPORT. Starting February 2025, O.N.E. will include JAXPORT in its "East Coast 2" container service, creating a direct connection with five major ports in Asia. This weekly service will deploy a fleet of large 13,500 TEU vessels. The addition of this service underscores the success of significant investments made at Blount Island over the past decade, including the harbor deepening project. These improvements have positioned JAXPORT to support increased jobs and economic growth, further cementing its role as a key player in global trade.

Mr. Green highlighted that despite challenges from two back-to-back hurricanes and an ILA strike in between, JAXPORT concluded fiscal year 2024 on a strong note. The port achieved its second-best container volume year on record, surpassed last year's vehicle volumes, and set a new record for cruise passengers.

Mr. Green commended the Operations and Public Safety teams for effectively managing the disruptions with minimal impact on cargo flow. On the ILA strike, he noted that contract discussions between the ILA and the United States Maritime Alliance remain ongoing. A tentative agreement on wages has been reached, and the master contract has been extended until January 15, 2025, with both sides resuming negotiations to address remaining contract issues.

Mr. Green informed the Board that JAXPORT has been awarded over $2.5 million by the state to initiate Phase One of the Rail Expansion for Aggregate Distribution Project. This strategic initiative supports the growth of JAXPORT's aggregate cargo business, which includes vital construction materials such as gravel, stone, and sand, essential for infrastructure and roadway projects. The allocated funding will support the project development phase, encompassing conceptual engineering, environmental assessments, and design work. Upon completion, the expanded rail capacity is projected to handle an additional 240,000 tons of aggregate annually.

Mr. Green announced that JAXPORT has been honored with an Excellence Award from the First Coast Manufacturers Association. This recognition highlights JAXPORT's commitment to environmental protection through innovative programs that promote environmental stewardship throughout Northeast Florida.

Mr. Green shared that JAXPORT's efforts to enhance the exterior of the main office are ongoing. Recently, new landscaping was added to improve the appearance and functionality of the space. Additionally, in the coming months, a large awning will be installed over the walkway leading to the front entrance. This addition is designed to provide better protection for employees and guests from inclement weather, ensuring a more welcoming and comfortable experience.

Mr. Green announced that JAXPORT is nearing an agreement with a major automotive manufacturer. While specific details remain confidential due to a non-disclosure agreement, he emphasized the extensive efforts of the team, who have been diligently working on this deal for several months. The agreement is expected to be presented to the Board for approval in December.

Reports

R2024-10-01 Engineering and Construction Update

Mr. James Bennett provided an overview of the key capital and engineering projects.

R2024-10-02 Financial Highlights & Monthly Financials/Vital Statistics

Mr. Joey Greive provided Financial Highlights for the month of September 2024 and provided an overview of the financials and vital statistics.

R2024-10-03 Commercial Highlights

Mr. Robert Peek provided updated commercial highlights to the Board in their books for the month of October 2024.

R2024-10-04 Safety Report

Mr. Nick Primrose provided a Safety Report for the month of October 2024 as info only.

Other Business

After a motion by Mr. Kilbane and a second by Mr. Bean, the Board unanimously approved travel by one or more Board Members of the Authority for business solicitation purposes or to attend any necessary conferences and/or meetings during the months of November/December 2024.

There being no further business of the Board, the meeting adjourned at 9:59AM.

BD2024-12-01

SUBMISSION FOR BOARD APPROVAL

SUBJECT: **Public Transportation Grant Agreement – JAXPORT Rail Expansion for Aggregate Distribution**
Financial Project 454937-1

COST: $2,625,000 (75%-25% match) **BUDGETED:** NO

SOURCE OF FUNDS: Florida Department of Transportation (FDOT)

BACKGROUND: As the non-containerized cargo sector grows, JAXPORT plans to make targeted investments in rail infrastructure to accommodate both current and future demands. The JAXPORT Rail Expansion for Aggregate Distribution (READ) project includes a portwide rail network Planning, Development, and Environmental (PD&E) study. This study will identify and develop efficient, cost-effective vessel-to-rail solutions aimed at significantly increasing the throughput of construction aggregates, which are vital to the State of Florida's roadbuilding industry.

Phase I includes conceptual engineering, environmental evaluation, and design efforts to identify viable alternatives to advance to the construction phase.

STATUS: The Florida Department of Transportation (FDOT) has presented a Public Transportation Grant Agreement for JAXPORT's Rail Expansion for Aggregate Distribution in the amount of $2,625,000- 75% FDOT to match with $875,000.00- 25% JAXPORT funds.

FDOT requires a resolution authorizing the CEO to execute the Public Transportation Grant Agreement and any supplemental changes to the grant.

RECOMMENDATION: It is recommended that the Jacksonville Port Authority Board of Directors approve the acceptance of the Public Transportation Grant Agreement and adopt the attached Resolution.

ATTACHEMENTS:

- Board Resolution
- Public Transportation Grant Agreement

BD2024-12-01

SUBMISSION FOR BOARD APPROVAL

RECOMMENDED FOR APPROVAL:
Justin Ryan, Manager,
Foreign Trade Zone No. 64
& Grant Administration

Justin Ryan
Justin Ryan (Dec 2, 2024 16:22 EST)
Signature and Date

SUBMITTED FOR APPROVAL:

Eric B. Green
Eric B. Green (Dec 2, 2024 16:46 EST)

Eric Green
Chief Executive Officer

Signature and Date

BOARD APPROVAL:

Dec. 9, 2024
Meeting Date

Rebecca Dicks/Recording Secretary

ATTEST:

Tom Slater, Secretary

Wendy O. Hamilton, Chair

A RESOLUTION OF THE JACKSONILLE PORT AUTHORITY AUTHORIZING THE EXECUTION OF A PUBLIC TRANSPORTATION GRANT AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE JACKSONVILLE PORT AUTHORITY FOR STATE FUNDING IN FDOT FISCAL YEAR 2025 FOR A PORTWIDE RAIL NETWORK PLANNING, DEVELOPMENT, AND ENVIRONMENTAL (PD&E) STUDY

WHEREAS, the Jacksonville Port Authority (JAXPORT) has been presented a Public Transportation Grant Agreement with the Florida Department of Transportation (FDOT) FM 454937-1 to conduct a portwide rail network Planning, Development, and Environmental (PD&E) study, comprised of conceptual engineering, environmental evaluation, and design efforts to identify viable alternatives to advance to the construction phase; and

WHEREAS, FDOT and JAXPORT have agreed that FDOT will provide funds of $2,625,000.00 under Reimbursement Payment Provisions according to the terms and conditions of the Public Transportation Grant Agreement.

NOW THERE, BE IT RESOLVED by JAXPORT:

Section 1: JAXPORT confirms its desire to enter into the Public Transportation Grant Agreement with FDOT.

Section 2: The Chief Executive Officer, or his authorized representative, is herein specifically authorized to enter into and sign such documents as may be necessary, including the Public Transportation Grant Agreement and any Supplemental Public Transportation Grant Agreement (s) for the purpose of scope changes, funding adjustments, contract duration changes, additional financial project numbers as well as execute Assurances, Certification and all other documents as may be required to support this project.

Section 3: Effective Date. This resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this 9th day of December 2024.

JACKSONVILLE PORT AUTHORITY

(Official Seal)

____

Wendy O. Hamilton, Chair

____

Tom Slater, Secretary

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-01
STRATEGIC DEVELOPMENT
OGC 10/24

Financial Project Number(s): (item-segment-phase-sequence)		Fund(s):	GMR	FLAIR Category:	088808
454937-1-94-01		Work Activity Code/Function:	8350	Object Code:	751000
		Federal Award Identification Number (FAIN) – Transit only:		Org. Code:	55303000929
				Vendor Number:	VF593730270001
Contract Number:		Federal Award Date:			
CFDA Number:	N/A	Agency UEI Number:			
CFDA Title:	N/A				
CSFA Number:	55.047				
CSFA Title:	Strategic Intermodal System Supply Chain Demands				

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into ______________________________, by and between the State of Florida, Department of Transportation, ("Department"), and Jacksonville Port Authority, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 339.651, Florida Statutes, to enter into this Agreement.

2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in JAXPORT's Rail Expansion for Aggregate Distribution (READ) Project - Phase 1, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

   _ **Aviation**
   _ **Seaports**
   _ **Transit**
   _ **Intermodal**
   _ **Rail Crossing Closure**
   _ **Match to Direct Federal Funding** (Aviation or Transit)
   (Note: Section 15 and Exhibit G do not apply to federally matched funding)
   X **Other** Strategic Intermodal System Supply Chain Demands

4. **Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

   X Exhibit A: Project Description and Responsibilities
   X Exhibit B: Schedule of Financial Assistance
   _ *Exhibit B1: Deferred Reimbursement Financial Provisions
   _ *Exhibit B2: Advance Payment Financial Provisions
   _ *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
   _ *Exhibit C: Terms and Conditions of Construction
   X Exhibit D: Agency Resolution
   _ Exhibit E: Program Specific Terms and Conditions
   _ Exhibit E1: Prohibition Based on Health Care Choices
   _ Exhibit E2: Exterior Vehicle Wrap, Tinting, Paint, Marketing and Advertising (Transit)

X Exhibit F: Contract Payment Requirements
X *Exhibit G: Audit Requirements for Awards of State Financial Assistance
__ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
__ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
__ *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. Time. Unless specified otherwise, all references to "days" within this Agreement refer to calendar days.

6. Term of Agreement. This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through December 31, 2028. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a. __ If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the __ day of __, or within __ days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. Amendments, Extensions, and Assignment. This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. Termination or Suspension of Project. The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. Project Cost:

a. The estimated total cost of the Project is $3,500,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.

b. The Department agrees to participate in the Project cost up to the maximum amount of $2,625,000 and, the Department's participation in the Project shall not exceed 75.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B'', Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

a. Eligible Cost. The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A"**, **Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.

b. Deliverables. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.

c. Invoicing. Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.

d. Supporting Documentation. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.

e. Travel Expenses. The selected provision below is controlling regarding travel expenses:

X Travel expenses are NOT eligible for reimbursement under this Agreement.

__ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's

Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

f. Financial Consequences. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. Invoice Processing. An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. Records Retention. The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. Progress Reports. Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. **Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

n. **Limits on Contracts Exceeding $25,000 and Term more than 1 Year.** In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A"**, **Project**

Description and Responsibilities, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A"**, **Project Description and Responsibilities.**

11. General Requirements. The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- **a. Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.

- **b. Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.

- **c. Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than $250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:

  - **i.** Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or

  - **ii.** Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.

- **d.** __ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

- **e.** __ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):

  - **i.** __ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).

  - **ii.** __ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.

  - **iii.** __ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.

- **f. Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

g. Claims and Requests for Additional Work. The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

a. Approval of Third Party Contracts. The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.

b. Procurement of Commodities or Contractual Services. It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.

c. Consultants' Competitive Negotiation Act. It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. Disadvantaged Business Enterprise (DBE) Policy and Obligation. It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

13. Maintenance Obligations. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

- **a.** The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

- **a.** The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- **b.** If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
  - **i.** The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
  - **ii.** The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
  - **iii.** Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
  - **iv.** If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- **c.** The terms of provisions “a” and “b” above shall survive the termination of this Agreement.
  - **i.** The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
  - **ii.** There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. Single Audit. The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

- **a.** In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by

Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "H", Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).

iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the Federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
5. Withhold further Federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.

b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance,** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

a. Convicted Vendor List. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. Discriminatory Vendor List. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

c. Non-Responsible Contractors. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

d. Prohibition on Using Funds for Lobbying. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. Unauthorized Aliens. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. Procurement of Construction Services. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

g. E-Verify. The Agency shall:

- **i.** Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and

- **ii.** Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

h. Projects with Non-profit Organizations. Pursuant to Section 216.1366. Florida Statutes, if the Agency is a nonprofit organization as defined in Section 215.97(2)(m), Florida Statutes, the Agency shall provide documentation to indicate the amount of state funds:

- **i.** Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Agency

- **ii.** Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Agency. The documentation must indicate the amounts and recipients of the remuneration.

Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to Section 215.985, F.S., and must additionally be posted to the Agency's website, if the Agency is a non-profit organization and maintains a website. The Agency shall utilize the Department's Form 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject Form is required for every contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations.

Pursuant to Section 216.1366, F.S., the term:

- **iii.** "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing and equivalent function.
- **iv.** "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off,

severance payments, incentive payments, contributions to a retirement plan or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing and meals.

v. "State Funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the Federal Government and distributed by the state, or funds appropriated by the state fo distribution through any grant program. The term does not include funds used for the Medicaid program.

i. Design Services and Construction Engineering and Inspection Services. If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.

c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.

b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 10/24

AGENCY Jacksonville Port Authority

By: ______________________________

Name: ____________________________

Title: ____________________________

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: ______________________________

Name: Authorized Official or James M. Knight, P.E.

Title: Urban Planning and Modal Administrator

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 10/24

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Development of portwide rail network: conceptual engineering, environmental evaluation, and design (PED) project to add vessel to rail option for aggregates

B. Project Location (limits, city, county, map): Jacksonville Port Authority/Jacksonville, FL/

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): Funding for the portwide rail network Project Development and Environmental Study at the Port's 3 marine terminals. This project includes conceptual engineering, environmental evaluation, and design (PD&E). This Project includes the work required to complete the on-port rail planning activities described in the Project Description, including: consulting services; cost estimates; economic assessments; environmental assessments; equipment requirements; geographic analysis; geotechnical analysis; historic resource studies; landside planning studies; mitigation assessment; operational analysis; physical planning; plan development (e.g., draft and final plans); preconstruction engineering and design; stormwater management plans; transportation studies; and, waterside planning studies.

D. Deliverable(s):

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): Travel costs are not allowed

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 10/24

EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/ CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
454937-1-94-01	GMR	088808	2025	751000	55.047	Strategic Intermodal System Supply Chain Demands	$2,625,000.00
454937-1-94-01	LF	-	2025	-	-	Local Matching Funds	$875,000.00
	Total Financial Assistance						$3,500,000.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Planning	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Environmental/Design/Construction	$2,625,000.00	$875,000.00	$0.00	$3,500,000.00	75.00	25.00	0.00
Capital Equipment/ Preventative Maintenance	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Totals	$2,625,000.00	$875,000.00	$0.00	$3,500,000.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Department Grant Manager Name

Signature Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

Form 725-000-02
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OGC 10/24

EXHIBIT F

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

Form 725-000-02
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EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation
State Project Title: Strategic Intermodal System Supply Chain Demands
CSFA Number: 55.047
***Award Amount:** $2,625,000

*The award amount may change with amendments

Specific project information for CSFA Number 55.047 is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.047 are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

SUBMISSION FOR AWARDS COMMITTEE AND CHIEF EXECUTIVE OFFICER APPROVAL JACKSONVILLE PORT AUTHORITY

AC-2024-11-01		11/21/2024
Reference No.	File	Date

SUBJECT: Terminal Development for SET – CM at Risk GMP8 Packages
JPA Project No.: B2022.11 JPA Contract No.: AE-1830 CO#17
JE Dunn Construction Company

COST: $5,527,247.00 ☒ **BUDGETED** ☐ **NON-BUDGETED**

BACKGROUND:

This package consists of the following scopes of work: Rail Spur work, and the miscellaneous scopes for rail spur work, for AE-1830 Terminal Development for SE Toyota.

On Monday August 23, 2024, JE Dunn Construction Company, Construction Manager at Risk (CMAR) for the AE-1830 Terminal Development for SE Toyota Project, solicited bids from qualified and licensed contractors for two (2) separate bids packages for the scopes of work listed above. On Tuesday, September 17, 2024, a non-mandatory pre-bid conference was held virtually via a "Microsoft Teams" meeting. JE Dunn received bids for these packages on October 31, 2024.

After review of the conforming bids, it is the recommendation of JE Dunn Construction Company, Southeast Toyota, and JAXPORT Engineering to award the following bidders for each scope of work for those who offered the lowest, responsive, and responsible bid for their respected bid packages.

	Scope of Work	Selected Bidder
1	Rail Spur	RW Summers
2	Rail Spur Misc. Scopes	RW Summers

EXPENSE CATEGORY:

☐Renewal of existing services

☐Replacement (end of life) or upgrade of equipment

☐Related to new opportunity

☒Related to or part of CapEx strategy

This is a budgeted capital item for FY 25, and will be funded with 50% FDOT funds and 50% SET funds up to a maximum spend of $39,560,000.00 (which has been reached). Excess cost above that amount are the responsibility of SET.

FINANCIAL:

This project is Tenant Funded

RECOMMENDATION:

Management recommends that the Board of Directors approve the issuance of Project Continuation Order (CPO) No. 17 to JE Dunn Construction Company in the amount of $5,527,247.00 for Terminal Development at SET – CM at Risk GMP8. The total contract cost to include Change Order No. 1 – 17 will be $133,150,724.13.

AC-2024-11-01

Once necessary approvals are obtained by the Awards Committee Chairman, the Chief Executive Officer is authorized to sign purchase orders, agreements or contracts for the Award.

Attachments: JE Dunn Construction Company GMP#8 Request Dated 11/12/2024
Award Recommendation dated 11/15/2024

ORIGINATED BY:

James Jones
James Jones (Nov 22, 2024 15:09 EST)
James Jones, Sr. Director, Engineering & Construction

SUBMITTED FOR APPROVAL

Retta Rogers
Retta Rogers (Nov 22, 2024 15:51 EST)
Retta Rogers, Director, Procurement Services

AWARDS COMMITTEE ACTION

APPROVED

APPROVED/REJECTED/DEFERRED

CONDITIONS OF APPROVAL (IF ANY):

Sandra Platt
Sandra Platt (Nov 22, 2024 15:54 EST)
Sandra Platt, Secretary to Awards Committee

Robert Peek
Robert Peek (Nov 22, 2024 15:55 EST)
Robert Peek, Chair to Awards Committee

CHIEF EXECUTIVE OFFICER ACTION

APPROVED

APPROVED/REJECTED/DEFERRED

CONDITIONS OF APPROVAL (IF ANY):

Eric B. Green
Eric B. Green (Nov 22, 2024 16:41 EST)
Eric B. Green, Chief Executive Officer

CONDITIONS OF APPROVAL (IF ANY):

______________________ **Rebecca Dicks, Corporate Secretary**

BOARD DECISION

APPROVED/REJECTED/DEFERRED

CONDITIONS OF APPROVAL (IF ANY):

______________________ **Board Chairman** ______________________ **Board Secretary**

C.P.O.# 4868-10

P.O. Box 3005
Jacksonville, Florida 32206-0005
(904) 357-3062

CAPITAL PURCHASE ORDER

VENDOR: JE Dunn Construction #15379

CONTRACT NO: AE-1830-17

ADDRESS: 24 Drayton Street, Suite 400
Savannah, GA 31401
Scott Bodden, Project Manager

REQUESTING DEPT: Engineering

JAXPORT TELEPHONE: (904)357-3062

JAXPORT CONTACT: James "Tripper" Jones

TELEPHONE/FAX: scott.bodden@jedunn.com

G/L ACCT. #: 003.2050.AE-1830.B2022.11

DESCRIPTION

Change Order No. 10 to CPO 4868

Provide all necessary labor, materials, equipment and supervision to perform **Rail Spur Work and Miscellaneous Scopes for Rail Spur Work,** services as per GMP8 on the 89 acres located at BIMT. Terms and Conditions are in accordance with contract AE-1830. (See GMP Package No. 8 dated 11/12/2024 attached).

TOTAL GMP PACKAGE 8: $ 5,527,247.00

***Current Contract Value to include Change Order No. 1 – 17 is $133,150,724.13**

COO APPROVAL: James G. Bennett, PE
James G. Bennett, PE (Nov 22, 2024 12:12 EST)

AUTHORIZED COST: $ 5,527,247.00

REQUESTED BY: Jose Vazquez
Jose Vazquez (Nov 22, 2024 08:51 EST)

ENGINEERING APPROVAL: James Jones
James Jones (Nov 22, 2024 15:09 EST)

PROCUREMENT APPROVAL: Retta Rogers
Retta Rogers (Nov 22, 2024 15:51 EST)

CHIEF EXECUTIVE OFFICER: Eric B. Green
Eric B. Green (Nov 22, 2024 16:41 EST)

FINANCE-original **VENDOR-copy** **ISSUING DIVISION-copy** **ENGINEERING-copy**

1 of 1

CONCURRENCE________
Fed/State

PROCUREMENT PROCESS / AWARD RECOMMENDATION

DATE: 11/15/2024

PROJECT BUDGET TITLE: Terminal Development for SET – CM at Risk – GMP8

PROJECT BUDGET: $ 62,000,000.00

PROJECT NUMBER: B2022.11

JPA CONTRACT NO.: AE-1830

CHANGE ORDER NO.: 17

TOTAL CO AMOUNT: **$5,527,247.00 "GMP8"**
PRIOR CO AMOUNT: **$ 126,923,477.13 "CO 1 – 16"**
ORIGINAL CONTRACT AMOUNT: **$ 700,000.00**
TOTAL CONTRACT AMOUNT W/CO's: **$ 133,150,724.13**

IS THE PROJECT/CO WITHIN BUDGET: : YES/NO YES If NO, Complete Budget Transfer as required (H:\Mar_eng\BUDGET\Budget Transfers), contact Terminal Director and provide the following: Capital Account "transfer from": ________________ "Amount of transfer" $: __________________ include email authorization from Director.

PROCUREMENT IN ACCORDANCE WITH SOP 1215: YES/NO YES If NO, provide details:

RECOMMENDED AWARD: YES/ NO YES

RECOMMENDED AWARD AMOUNT $: **5,527,247.00**

Reviewed and Approved for signature by:

	Approved/Disapproved	Signature	Date
JE Dunn, Contractor	APPROVED	Jeffrey Gazaway Jeffrey Gazaway (Nov 14, 2024 10:03 EST)	Nov 14, 2024
Brad Chupp, SET	APPROVED	Bradley Chupp Bradley Chupp (Nov 14, 2024 12:13 EST)	Nov 14, 2024
Retta Rogers, Director	APPROVED	Retta Rogers Retta Rogers (Nov 14, 2024 12:55 EST)	Nov 14, 2024
Jose Vazquez, Director	APPROVED	Jose Vazquez Jose Vazquez (Nov 15, 2024 08:49 EST)	Nov 15, 2024
James Jones, Sr. Director	APPROVED	James Jones James Jones (Nov 15, 2024 08:55 EST)	Nov 15, 2024

JE DUNN CONSTRUCTION

www.jedunn.com

November 12th, 2024

James Jones
Senior Director, Engineering & Construction
Jacksonville Port Authority
2831 Talleyrand Ave.
Jacksonville, Florida 32206

RE: AE-1830 Terminal Development for SE Toyota
SE Toyota – Blount Island Automotive Distribution Facility
GMP – Package #08 – Rail Spur and Misc. Scopes

Mr. Jones,

JE Dunn Construction Company is pleased to provide pricing for GMP Package #08, for the AE-1830 Terminal Development for SE Toyota ("SET").

The scope of services for this proposal includes the rail spur work and miscellaneous scopes as detailed in Appendix A, and based off the Appendix A-1, Drawings and Specifications Log attached herein.

In addition to the cost of work items mentioned above, the GMP Package #08 estimate includes additional general conditions and requirements for the duration of the scope of work along with the contractually stated mark ups for insurances, construction manager's contingency and contractor's fee, as allowable by the Prime Contract.

Total for GMP Package #08 ……..……..$5,527,247.00

** GMP Package #08 – JE Dunn Owner Change Order Form, attached herein*

** GMP Package #08 – Trade Summary and Detail, attached herein*

** GMP Package #08 – Qualifications and Clarifications, attached in* ***Appendix A***

** GMP Package #08 – Contract Document and Specification Log, attached in* ***Appendix A-1***

Should you have any question, please do not hesitate to contact me at 678-781-2548

Sincerely,

JE DUNN CONSTRUCTION

Scott Bodden, Project Executive

In pursuit of
building perfection®

J.E. Dunn Construction Company
1001 Locust St
Kansas City MO 64106

CHANGE ORDER
NO. OWNER023

Page: 1 of 1

Title:	**GMP Package #08**	**Issue Date:**	**11-11-2024**
Project:	**Southeast Toyota JAXPORT Facility**	**Job:**	**23012000**
To:	**JACKSONVILLE PORT AUTHORITY** **2831 TALLEYRAND AVE** **Phone: 904-357-3000**	**Contract:**	**23012000**

This Change Order Summary identifies adjustments to the Contract Sum and/or Contract Time of the applicable Contractor for the Potential Change Item (PCI) items set forth below. A summary of the revised Contract Sum for all Contractors, including the adjustments in this Change Order Summary, are attached.

PCI #	Description	Bill Amount
0125	GMP Package #08	5,527,247.00
	Total:	**5,527,247.00**

The Total of All Original Contract Sums was	**700,000.00**
Net Change by Previously Authorized Requests and Changes	**122,176,152.06**
The Total of All Contract Sums Prior to This Change Order was	**122,876,152.06**
The Total of All Contract Sums will be Increased	**5,527,247.00**
The New Total of All Contract Sums Including This Change Order	**128,403,399.06**

The Contract Time Will Not Be Changed

NOTE: There is currently a pending OCO out that could be executed before this is presented to the board

Note: This Change Order does not include changes in the Contract sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and the Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

Not valid unless signed by the required parties

ACCEPTED:

J.E. Dunn Construction Company	SOUTHEAST TOYOTA	CMS GROUP
Signed: Signed by: Jeff Gazaway 4AF1B5A46D0D4CF...	Signed: Signed by: Brad Chupp 8D048E345E42428...	Signed: DocuSigned by: Pat Gaccetta E09444BDEE77404...
Print: Jeff Gazaway	Print: Brad Chupp	Print: Pat Gaccetta
Date: November 12, 2024 | 1:17:55 CST	Date: November 12, 2024 | 1:29:49 CST	Date: November 12, 2024 | 11:26:27 PS

SE Toyota - Jaxport Rail
Jacksonville FL
November 12th 2024
GMP Package #8

JEDUNN CONSTRUCTION

Rails #1-5 & #6

Scope Num	Cost Code	Description		GMP 8 Package	Comments
100A	01 00 00	General Conditions		716,655	Based off 6.5 month schedule
31G	31 20 00	Sitework and Utilities		894,991	
31A	32 31 00	Fencing		172,468	
31G	01 10 00	Storm Drainage Systems		396,345	
32A	32 12 00	Asphalt Paving		458,546	
34A	34 10 00	Guideways/Railways		2,382,529	
		Subtotal		5,021,534	

BldgPermit	Building Permit		0	
Insurance	Insurance		102,693	1.98% of subtotal above plus "*" items
PerfBond	GC Performance Bond		0	
SubDefault	Sub Default Program Rate	*	64,573	1.5% of sub agreements, $4,304,879.00
OtherPBI	Business License		0	
OtherPBI2	Dunn Dashboard		0	
EstCont	Design & Estimate Contingency		0	
Cont	Construction Contingency	*	100,431	2% of line items above
Fee	Fee		238,015	4.5% of line items above
	Subtotal		505,713	
	Total		5,527,247	

Date 11/12/2024 1:11 PM *GMP 8 Package* Page 1

Item	Description		Cost
1	General Conditions		716,655
2	Sitework and Utilities		894,991
3	Asphalt Paving		458,546
6	Fencing		172,468
7	Specialty Paving		0
8	Signage and Striping		0
9	Rail Spurs 1-6		2,382,529
11	Storm Drainage Systems		396,345
12	Fire Protection		0
13	Landscaping and Irrigation		0
14	Electrical		0
	Subtotal		5,021,534
	GL and SDP	3.48%	167,267
	Construction Contingency	2.00%	100,431
	Fee	4.50%	238,015
	Total		**$5,527,247**

Item	Description	Unit	Quantity	Price	Amount
2	**Sitework and Utilities**				
31 20 00	Sitework and Utilities	LS	1.00	755,326	755,326
31 20 00	Site Demolition and Milling	LS	1.00	139,665	139,665
	Total				894,991
3	**Asphalt Paving**				
32 12 00	Asphalt Paving	LS	1	458,546	458,546
	Total				458,546
4	**Concrete Work**				
	Total				0
5	**Site Structures**				
	Total				0

Item	Description	Unit	Quantity	Price	Amount
6	**Fencing**				
32 31 00	Fencing And Gates	EA	1	172,468	172,468
	Total				172,468
7	**Specialty Paving**				
	Total				0
8	**Signage and Striping**				
	Total				0
9	**Rail Spurs 1-6**				
34 10 00	Rail Construction 1-5	LS	1	1,513,497	1,513,497
34 10 00	Rail Construction 6	LS	1	869,032	869,032
	Total				2,382,529
10	**Site Utilities**				
	Total				0
11	**Storm Drainage Systems**				
01 10 00	Storm Drainage Systems	LF	1	396,345	396,345
	Total				396,345
12	**Fire Protection**				
	Total				0

Item	*Description*	*Unit*	*Quantity*	*Price*	*Amount*
13	**Landscaping and Irrigation**				
	Total				0
14	**Electrical**				
	Total				0

GMP Package #8

APPENDIX A
QUALIFICATIONS & CLARIFICATIONS

SE TOYOTA – BLOUNT ISLAND ACCESSORY & OPERATIONS SUPPORT BUILDINGS

JACKSONVILLE, FL

FOR GMP PACKAGE #08

DATED

11/12/24

TABLE OF CONTENTS

00A – GENERAL CONDITIONS 3
00B – ALLOWANCES 4
01A – RAIL SPUR 4
02 - RAIL SPUR MISC. SCOPES 4

00A – GENERAL CONDITIONS

1. This estimate is based on the drawings and specifications listed in Appendix A-1 - Drawings Specifications Log Dated August 23rd, 2024.
2. We have included additional General Conditions and General Requirements in this GMP Package per the latest estimate that was reviewed with Southeast Toyota.
3. Our price does not include any fees associated with acquiring necessary electronic drawing files (CAD and or BIM) that we will need to expedite shop drawing and estimating work. We will need access to this information throughout the project. These costs, if any, should be carried by the Owner.
4. JE Dunn specifically excludes the responsibility to ascertain that the contract documents are in accordance with laws, statutes, etc., and exclude any costs related to the lack of design compliance of the contract documents prepared by others.
5. We have not included any additional fees for Building Permit
6. We have not included any additional fees for Builder's Risk
7. We have not included any additional fees for a Construction Bond.
8. We have not included any additional fees for Business License.
9. General Liability & Workers Compensation Insurance is included at a rate of 1.98% of the total contract sum.
10. We have included Subcontractor Bonds at a rate of 1.50% of the total subcontracted amount.
11. We have included a Construction Manager's Contingency at a rate of 2.00% of the contract value for this current GMP Package.
12. The price does NOT include an Owner or Design Contingency.
13. We have included a General Contractor's Fee and it shall be billed to the project at a rate of 4.50% based on the contract value and subsequent contract value based on change orders. Fee will not be given back on deductive change orders.
14. We have not included tap, impact, connection, system demand, capacity or meter fees for the project sewer, water, or electrical utilities.
15. We have not included Owner's Protective Liability Insurance.
16. We have not included Excess Liability Insurance.
17. We have not included Architectural, Civil, Structural, or Engineering design fees.
18. All testing & special inspections are to be provided and paid for by the Owner and will be coordinated by the General Contractor, including NPDES monitoring.
19. All furniture/furnishings/equipment that are not specifically identified in this document are excluded.
20. We have not included any certification fees, 3rd party reviews, registration charges, testing, 3rd party inspection costs or consultant fees associated with LEED, NGBS or Energy Star certifications.
21. We have not included scope or costs associated with the purchasing, warehousing, staging, storage, shake-out, movement or installation of FF&E.
22. JE Dunn's proposal does not include time or costs for impacts that may arise from an epidemic or pandemic (including the COVID-19 pandemic), including, but not limited to, potential interruptions to supply chains, price escalations, unavailability of work force, acts of government or other authorities having jurisdiction affecting performance, additional safety or protective measures to protect the workforce, virus related cleaning or sanitation of the jobsite, or other issues impacting JE Dunn's proposal for this Project. JE Dunn reserves its right to an adjustment in the event of such time and cost impacts.

00B – ALLOWANCES

1. We have included a $10,000 allowance for each trench drain connection per RFI Response #23.

01A – RAIL SPUR

Rail Spur 1-5.

1. We included four (4) each new #8 turnouts, relocating one (1) each existing #8 turnout and constructing approximately 6,000 feet of track.
2. New turnouts will include sampson points, NC-51A stand, SMSG frog and all new IQ 115 LBRE CWR rail on steel ties.
3. Turnouts will not be asphalted at the switch points and stand.
4. Tracks will include new 115 LBRE CWR rail on steel ties.
5. We have included rail seals on tracks 1-3 at the heavy-duty asphalt pavement unloading spots totaling 630 track feet.
6. We have included two (2) WD bumping posts at the end of the tracks 4 and 5.

Rail Spur 6.

1. We included two (2) each new #8 turnouts.
2. We included 2,400 feet of track install.
3. New turnouts will include sampson points, NC-51A stand, SMSG frog and all new IQ 115LBRE CWR rail on steel ties.
4. Track 6 will include new 115 LBRE CWR rail on steel ties.
5. We included rail seals at 3 driveway crossings and 80 track feet of tub crossing at intermodal drive.

02 - RAIL SPUR MISC. SCOPES

Rails 1-5.

1. We have included demolition of the existing asphalt per the bid documents.
2. We have included adjustment and encasement of existing utilities per the bid documents.
3. Removal and replacing of the fence.
4. We have included new heavy-duty asphalt per the bid documents.
5. We have included new light-duty asphalt per the bid documents.

Rails 6.

1. We have included demolition of the existing asphalt per the bid documents.
2. We have included adjustment and encasement of existing utilities per the bid documents.
3. We have included new asphalt per the bid documents.
4. We have included removal and replacement of the 15-inch RCP per the bid documents.
5. We have included coordination only for the relocation of light poles and underground telephone lines.

Exhibit A: Documents Incorporated by Reference_GMP #8
Railhead
Southeast Toyota JAXPORT Facility
Blount Island Marine Terminal
Jacksonville, FL 32226
J.E. Dunn Construction Project No. 23012000

FINAL

Number	Title	Collection	Current Drawing
1	COVER SHEET	Rail Spur Tracks 1-5	4-Jun-24
2	GENERAL NOTES & LEGEND	Rail Spur Tracks 1-5	4-Jun-24
3	MASTER SITE PLAN	Rail Spur Tracks 1-5	4-Jun-24
4A	DEMOLITION PLAN	Rail Spur Tracks 1-5	4-Jun-24
4B	DEMOLITION PLAN	Rail Spur Tracks 1-5	4-Jun-24
5A	PAVING AND DRAINAGE PLANS	Rail Spur Tracks 1-5	4-Jun-24
5B	PAVING AND DRAINAGE PLANS	Rail Spur Tracks 1-5	4-Jun-24
5C	PAVING AND DRAINAGE DETAILS	Rail Spur Tracks 1-5	4-Jun-24
6A	UTILITY PLAN	Rail Spur Tracks 1-5	4-Jun-24
6B	UTILITY PLAN	Rail Spur Tracks 1-5	4-Jun-24
7	RAILROAD CROSS SECTION PLAN	Rail Spur Tracks 1-5	4-Jun-24
7A	CROSS SECTIONS A-A - B-B	Rail Spur Tracks 1-5	4-Jun-24
7B	CROSS SECTIONS C-C - D-D	Rail Spur Tracks 1-5	4-Jun-24
7C	CROSS SECTIONS E-E	Rail Spur Tracks 1-5	4-Jun-24
7D	CROSS SECTIONS F-F - G-G	Rail Spur Tracks 1-5	4-Jun-24
7E	CROSS SECTIONS H-H - I-I	Rail Spur Tracks 1-5	4-Jun-24
7F	CROSS SECTIONS J-J - K-K	Rail Spur Tracks 1-5	4-Jun-24
7G	CROSS SECTIONS L-L - M-M	Rail Spur Tracks 1-5	4-Jun-24
7H	CROSS SECTIONS N-N - O-O	Rail Spur Tracks 1-5	4-Jun-24

Exhibit A: Documents Incorporated by Reference_GMP #8
Railhead
Southeast Toyota JAXPORT Facility
Blount Island Marine Terminal
Jacksonville, FL 32226
J.E. Dunn Construction Project No. 23012000

FINAL

7I	CROSS SECTIONS P-P - Q-Q	Rail Spur Tracks 1-5	4-Jun-24
7J	CROSS SECTIONS R-R - S-S	Rail Spur Tracks 1-5	4-Jun-24
8A	RAILROAD PROFILE - TRACK NO. 1	Rail Spur Tracks 1-5	4-Jun-24
8B	RAILROAD PROFILE - TRACK NO. 2	Rail Spur Tracks 1-5	4-Jun-24
8C	RAILROAD PROFILE - TRACK NO. 3	Rail Spur Tracks 1-5	4-Jun-24
8D	RAILROAD PROFILE - TRACK NO. 4	Rail Spur Tracks 1-5	4-Jun-24
8E	RAILROAD PROFILE - TRACK NO. 5	Rail Spur Tracks 1-5	4-Jun-24
9	SEDIMENT AND EROSION CONTROL PLAN	Rail Spur Tracks 1-5	4-Jun-24
10	SEDIMENT AND EROSION CONTROL DETAILS	Rail Spur Tracks 1-5	4-Jun-24
11	STORMWATER POLLUTION PREVENTION PLAN	Rail Spur Tracks 1-5	4-Jun-24
12	SWPP-CONTRACTORS CERTIFICATE	Rail Spur Tracks 1-5	4-Jun-24
1	COVER SHEET	Rail Spur Track 6	1-Aug-24
2	GENERAL NOTES & LEGEND	Rail Spur Track 6	1-Aug-24
3	MASTER SITE PLAN	Rail Spur Track 6	1-Aug-24
4A	DEMOLITION PLAN	Rail Spur Track 6	1-Aug-24
4B	DEMOLITION PLAN	Rail Spur Track 6	1-Aug-24
4C	DEMOLITION PLAN	Rail Spur Track 6	1-Aug-24
5A	PAVING AND DRAINAGE PLANS	Rail Spur Track 6	1-Aug-24

Exhibit A: Documents Incorporated by Reference_GMP #8
Railhead
Southeast Toyota JAXPORT Facility
Blount Island Marine Terminal
Jacksonville, FL 32226
J.E. Dunn Construction Project No. 23012000

5B	PAVING AND DRAINAGE PLANS	Rail Spur Track 6	1-Aug-24
5C	PAVING AND DRAINAGE PLANS	Rail Spur Track 6	1-Aug-24
6	PAVING AND DRAINAGE DETAILS	Rail Spur Track 6	1-Aug-24
7A	UTILITY PLAN	Rail Spur Track 6	1-Aug-24
7B	UTILITY PLAN	Rail Spur Track 6	1-Aug-24
7C	UTILITY PLAN	Rail Spur Track 6	1-Aug-24
7D	RAILROAD CROSS SECTION PLAN	Rail Spur Track 6	1-Aug-24
8A	CROSS SECTIONS A-J	Rail Spur Track 6	1-Aug-24
8B	CROSS SECTIONS J-T	Rail Spur Track 6	1-Aug-24
8C	CROSS SECTIONS T-BB	Rail Spur Track 6	1-Aug-24
8D	CROSS SECTIONS DRIVEWAYS	Rail Spur Track 6	1-Aug-24
9A	RAILROAD TRACK 6 PROFILE	Rail Spur Track 6	1-Aug-24
9B	RAILROAD TRACK 6 PROFILE	Rail Spur Track 6	1-Aug-24
10	SEDIMENT AND EROSION CONTROL PLAN	Rail Spur Track 6	1-Aug-24
11	SEDIMENT AND EROSION CONTROL DETAILS	Rail Spur Track 6	1-Aug-24
12	STORMWATER POLLUTION PREVENTION PLAN	Rail Spur Track 6	1-Aug-24
13	SWPPP-CONTRACTORS CERTIFICATE	Rail Spur Track 6	1-Aug-24

4. Addenda as follows:

A. Addendum No. 01, dated 10.02.2024

Addendum No. 02, dated 10.22.2024

C. Addendum No. 03, dated 10.28.2024

JE Dunn Construction Inc.
Project #:23012000
Auto Processing Facility Development - Southeast Toyota JAXPORT Facility
BID OPENING: Rail Spur (GMP 8)

BID OPENING DATE & TIME: October 31st, 2024 @ 2:00 PM
Note: **03** Addendums were issued on this project

Virtual Pre-Bid: Tuesday, September 1
Site Visit (Mandatory): N/A

NO.	BIDDERS	Bid Form Signed (Y/N)	Addendum Acknowledged (Y/N)	Scope of Work Pages Initialed (Y/N)	Prequalification Form Signed (Y/N)	TOTAL BASE BID (LUMP SUM)
1	STX	Y	Y	Y	Y	$ 3,978,767.00
2	R.W. Summers Railroad Contractor	Y	Y	N	Y	$ 2,382,529.00
3	American Railroad Industries	Y	Y	Y	Y	$ 2,498,864.89
4	Road and Rail Services	Y	Y	Y	Y	$ 3,347,542.40

Tabulation Performed By: Barry Fransen

Recorded By: Barry Fransen

Witness: Ethan Selmer

Certified By: Jeff Gazaway

CONFIDENTIAL

JE Dunn Construction Inc.
Project #:23012000
Auto Processing Facility Development - Southeast Toyota JAXPORT Facility
BID OPENING: Rail Spur Misc. Scopes (GMP 8)

BID OPENING DATE & TIME: October 31st, 2024 @ 3:00 PM
Note: **03** Addendums were issued on this project

Virtual Pre-Bid: Tuesday, September 1
Site Visit (Mandatory): N/A

NO.	BIDDERS	Bid Form Signed (Y/N)	Addendum Acknowledged (Y/N)	Scope of Work Pages Initialed (Y/N)	Prequalification Form Signed (Y/N)	TOTAL BASE BID (LUMP SUM)
1	JE Dunn Construction	Y	Y	Y	Y	$ 3,209,171.00
2	R.W. Summers Railroad Contractor	Y	Y	N	Y	$ 1,922,350.00

Tabulation Performed By: Barry Fransen

Recorded By: Barry Fransen

Witness: Ethan Selmer

Certified By: Jeff Gazaway

CONFIDENTIAL

BD2024-12-02

SUBMISSION FOR BOARD APPROVAL

SUBJECT: Contribution to SET Auto Processing Development at Blount Island

COST: $6,000,000 **BUDGETED:** Yes

SOURCE OF FUNDS: JAXPORT

BACKGROUND: Southeast Toyota, a tenant at Talleyrand terminals since 1965 is in the last stages of completing a $140 million redevelopment project at Blount Island which will be the new home of Southeast Toyota Distributors. Construction began on this project in February 2023. The project, which encompasses approximately 86 acres, includes 41,500 square feet of office space, 282,000 square feet of processing space and parking for up to 8,000 vehicles, creating a state of the art, modern auto processing terminal. The final component of the project is the addition of 6 rail spurs and 8,400 linear feet of rail to accommodate rail transportation of both inbound and outbound vehicles. The project has a cost of $5.2 million. Track 6 is a siding rack and runs parallel to Blount Island Boulevard. This is an enhancement to Blount Island rail infrastructure and benefits JAXPORT tenants, including the military, who routinely use rail service. FDOT will contribute $22,975,262 to this project with the majority of the balance provided by Southeast Toyota. Construction on the new facility will be completed in August 2025 with relocation complete by November 2025.

In support of this project and due to its size and scale JAXPORT proposes to contribute $6,000,000 to this project. The development secures JAXPORT's position as a national leader in the vehicle import/export cargo segment.

RECOMMENDATION:

Management recommends Board approval of the $6,000,000 contribution to Southeast Toyota Blount Island Auto Processing Terminal Development.

BD2024-12-02

SUBMISSION FOR BOARD APPROVAL

RECOMMENDED FOR APPROVAL:

James G. Bennett, PE
James G. Bennett, PE (Dec 2, 2024 12:59 EST)

James Bennett
Chief Operating Officer

Signature and Date

SUBMITTED FOR APPROVAL:

Eric B. Green
Eric B. Green (Dec 2, 2024 13:06 EST)

Eric Green
Chief Executive Officer

Signature and Date

BOARD APPROVAL:

12/9/2024
Meeting Date

Rebecca Dicks/Recording Secretary

ATTEST:

Tom Slater, Secretary

Wendy O. Hamilton, Chairman

SUBMISSION FOR AWARDS COMMITTEE AND CHIEF EXECUTIVE OFFICER APPROVAL JACKSONVILLE PORT AUTHORITY

AC2024-11-02		11/21/2024
Reference No.	**File**	**Date**

SUBJECT: BIMT Roof Rehabilitation, B35 Shed #1
JPA Project No.: B2025.15 **JPA Contract No.: MC-2018**
Tecta America Corp

COST: $1,779,550.00 ☒ **BUDGETED** ☐ **NON-BUDGETED**

BACKGROUND:

This procurement consists of furnishing all labor, material, equipment and supervision for Roof Rehab, B35 Shed #1. The scope of work includes but is not limited to obtaining necessary permits, preparing existing roof for new roof installation, install new pressure treated wood nailers, install new 1.5” (R8.6) roof insulation attached to existing metal roof panels, install new Rhino Bond induction plates mechanically attached to existing roof purlins, install new Carlisle 60-mil TPO roof membrane induction welded to roof plates, install flashings at all existing roof penetrations to maintain a watertight system, Fabricate and install new painted metal drip edge on roof perimeter, clean all job-related debris, and provide a 2-year workmanship warranty from Tecta America and a 20-year labor, material and workmanship warranty from the manufacturer.

This is a piggyback off OMNIA Contract 04-29 Roofing Products & Services effective through 08/31/2026.

EXPENSE CATEGORY:

☐Renewal of existing services

☒Replacement (end of life) or upgrade of equipment

☐Related to new opportunity

☐Related to or part of CapEx strategy

This is a un-budgeted capital item for FY 25, and will be funded with 100% JPAFunds.

FINANCIAL:

Available Budget:	$ 0,000,000
Proposed Expense:	$ 1,779,550
Remaining Balance:	$ -1,779,550**NOTE

*NOTE – Board must approve addition of this project to the FY25 budget as the total project costs exceed $1M. After the Board approves the project, a budget transfer will be completed to cover the costs.

RECOMMENDATION:

Management recommends that the Board of Directors approve a budget transfer to create a new capital project in the amount of $1,779,550.00 and approve the issuance of a contract to Tecta America Southeast LLC for BIMT Roof Rehabilitation B-35 Shed #1 in the amount of $1,779,550.00.

AC-2024-11-02

Once necessary approvals are obtained by the Awards Committee Chairman, the Chief Executive Officer is authorized to sign purchase orders, agreements or contracts for the Award.

Attachments: Tecta America's RQN# 2024-0267 dated 11/12/2024

ORIGINATED BY:	**SUBMITTED FOR APPROVAL**
James Jones James Jones (Nov 22, 2024 15:09 EST)	Retta Rogers Retta Rogers (Nov 22, 2024 15:51 EST)
James Jones, Sr. Director, Engineering & Construction	**Retta Rogers, Director, Procurement Services**

AWARDS COMMITTEE ACTION

APPROVED

APPROVED/REJECTED/DEFERRED

CONDITIONS OF APPROVAL (IF ANY):

Sandra Platt Sandra Platt (Nov 22, 2024 15:54 EST)	Robert Peek Robert Peek (Nov 22, 2024 15:55 EST)
Sandra Platt, Secretary to Awards Committee	**Robert Peek, Chair to Awards Committee**

CHIEF EXECUTIVE OFFICER ACTION

APPROVED

APPROVED/REJECTED/DEFERRED

CONDITIONS OF APPROVAL (IF ANY):

Eric B. Green
Eric B. Green (Nov 22, 2024 16:41 EST)

Eric B. Green, Chief Executive Officer

CONDITIONS OF APPROVAL (IF ANY):

______________________ **Rebecca Dicks, Corporate Secretary**

BOARD DECISION

APPROVED/REJECTED/DEFERRED

CONDITIONS OF APPROVAL (IF ANY):

______________________ **Board Chairman** ______________________ **Board Secretary**

C.P.O.# 5226

Jacksonville Port Authority
P.O. Box 3005
Jacksonville, Florida 32206-0005
(904) 357-3062
Remit To: accounts.payable@jaxport.com

CAPITAL PURCHASE ORDER

VENDOR: Tecta America #14569

CONTRACT NO: MC-2018

ADDRESS: 530 Ellis Road South
Jacksonville, FL 32254
Bobbie Martin

REQUESTING DEPT: Engineering

JAXPORT TELEPHONE: (904)357-3210

JAXPORT CONTACT: Chris Good

TELEPHONE/FAX: (904) 309-9978

G/L ACCT. #: 003.2050.MC-2018.B2025.15

DESCRIPTION

Provide all labor, equipment, materials and supervision for BIMT Roof Rehabilitation, B35 Transit Shed 1 at BIMT. (See Tecta America RQN No. 2024-0267, 11/12/2024 attached). Terms and Conditions are in Accordance with NCPA Contract No. 04-29. "**Required Limits of Insurance**" as per attached.

TOTAL COST: $1,779,550.00

COO APPROVAL: James G. Bennett, PE
James G. Bennett, PE (Nov 22, 2024 12:12 EST)

AUTHORIZED COST: $ 1,779,550.00

REQUESTED BY: Christopher Good
Christopher Good (Nov 22, 2024 10:43 EST)

ENGINEERING APPROVAL: James Jones
James Jones (Nov 22, 2024 15:09 EST)

PROCUREMENT APPROVAL: Retta Rogers
Retta Rogers (Nov 22, 2024 15:51 EST)

CHIEF EXECUTIVE OFFICER: Eric B. Green
Eric B. Green (Nov 22, 2024 16:41 EST)

FINANCE-original **VENDOR-copy** **ISSUING DIVISION-copy** **ENGINEERING-copy**

1 of 1

CONCURRENCE________
Fed/State

Tecta America Southeast | 530 Ellis Road South, Jacksonville, FL 32254
(904) 302-2030 | FAX (904) 301-4550 | CCC1333144

Tecta America Southeast, LLC (herein after referred to as "TASE") proposes to perform and furnish the labor, materials, insurance, supervision, equipment and warranty (herein together referred to as "Work") described herein for:

Proposal Date: Tuesday, November 12, 2024

Owner/Customer: Jaxport

04-29 JOC Contract

Project: Roof Recover, B35 Transit Shed 1

RQN# 2024-0267

Attention:
E-mail:

ROOF SOLUTION

1. Obtain all necessary permits.
2. Set up safety and load materials and equipment.
3. Prepare existing roof for new roof installation.
4. Install new pressure treated wood nailers as required.
5. Install new 1.5" (R8.6) roof insulation attached to existing metal roof panels.
6. Install new Rhino Bond induction plates mechanically attached to existing roof purlins.
7. Install new Carlisle 60-mil TPO roof membrane induction welded to roof plates.
8. Install flashings at all existing roof penetrations to maintain a watertight system.
9. Fabricate and install new painted metal drip edge on roof perimeter.
10. Clean all job-related debris.
11. Provide a 2-year workmanship warranty from Tecta America and a 20-year labor, material and workmanship warranty from the manufacturer.

TOTAL PRICE - **$1,779,550.00**

Qualifications:

- Our price is based on (1) mobilization with continuous installation of our work.
- We exclude roof access ladders and cages and any work related to other trades.
- Direct access to building and staging area for loading and unloading materials and equipment is required.
- Due to the volatility of the market, material prices are determined at the time of shipment.

Payment Terms: based on contract schedule of values to be billed monthly.

Investment: Tecta America Southeast, LLC shall perform the work for: See Above

This proposal is subject to revision or withdrawal by TASE until communication of acceptance. This proposal expires sixty (60) days after the date stated below if not earlier accepted, revised or withdrawn.

By: Bobbie Martin (904) 309-9978 Date: 11/12/2024

The undersigned hereby accepts this proposal and, intending to be legally bound hereby, agrees that this writing shall be a binding contract and shall constitute the entire contract, subject only to the approval of credit by Tecta America which approval shall not be unreasonably withheld.

THE TERMS AND CONDITIONS SET FORTH ON THE NEXT PAGE ARE A PART OF THIS INVESTMENT

Owner/Customer:________________________________ Title:____

By:____ Date:____

PROPOSAL TERMS AND CONDITIONS

1. **Nature of Work.** Tecta America Southeast, LLC shall furnish the labor and material to perform the work described herein or in the referenced contract documents. Tecta does not provide design, engineering, consulting or architectural services. It is the Owner's responsibility to retain a licensed architect or engineer to determine proper design and code compliance, including a determination as to whether and what type of a vapor or air retarder is needed. If plans, specifications or other design documents have been furnished to Tecta, Customer warrants that they are sufficient and conform to all applicable laws and building codes. Tecta is not responsible for any loss, damage or expense due to defects in plans or specifications or building code violations unless such damage results from a deviation by Tecta from what is specified. Tecta is not responsible for condensation, moisture migration from the building interior or other building components, location or size of roof drains, adequacy of drainage, ponding on the roof, structural conditions or the properties of the roof deck or substrate on which Tecta's roofing work is installed.

2, **Drainage.** Tecta shall not be liable for any claims or damages arising from or related to deficiencies in roof drainage. It is the Customer's responsibility prior to commencement of re-roofing to retain a licensed architect or mechanical engineer to determine and evaluate the drainage design and compliance with applicable plumbing codes, including potential need for additional drains, scuppers, or overflow drains. Tecta's work does not include evaluation of code compliance, existing drainage, proper location or size of roof drains, or adequacy of drainage. Tecta is not responsible for ponding.

3. **Deck.** Customer warrants that structures on which Tecta is to work are in sound condition and capable of withstanding roof construction, equipment and operations. Tecta's commencement of roof installation indicates only that Tecta has visually inspected the surface of the roof deck for visible defects. Tecta is not responsible for the structural sufficiency, quality of construction (including compliance with FMG criteria), undulations, fastening or moisture content of the roof deck or other trades' work or design. Tecta is not responsible to test or assess moisture content of the deck or substrate.

4. **Asbestos and Toxic Materials.** This proposal is based on Tecta's not coming into contact with asbestos-containing or toxic materials ("ACM"). Tecta is not responsible for expenses, claims or damages arising out of the presence, disturbance or removal of ACM. Tecta shall be compensated for additional expenses resulting from the presence of ACM. Customer agrees to indemnify Tecta from and against any liability, damages, losses, claims, demands or citations arising out of the presence of ACM.

5. **Payment.** Unless stated otherwise on the face of this proposal, Customer shall pay the contract price plus any additional charges for changed or extra work within ten (10) days of substantial completion of the Work. If completion of the Work extends beyond one month, Customer shall make monthly progress payments to Tecta by the fifth (5th) day of the month for the value of Work completed during the preceding month, plus the value of materials suitably stored for the project. All sums not paid when due shall earn interest at the rate of 1-1/2% per month or at such rate as permitted by Illinois law. Tecta shall be entitled to recover from Customer all costs of collection incurred by Tecta, including attorney's fees, resulting from Customer's failure to make proper payment when due. Tecta's entitlement to payment is not dependent upon criteria promulgated by Factory Mutual Global, including wind uplift testing.

6. **Right to Stop Work.** The failure of Customer to make proper payment to Tecta when due shall, in addition to all other rights, constitute a material breach of contract and shall entitle Tecta, at its discretion, to suspend all work and shipments, including furnishing warranty, until full payment is made. The time period in which Tecta shall perform the work shall be extended for a period equal to the period during which the Work was suspended, and the contract sum to be paid Tecta shall be increased by the amount of Tecta's reasonable costs of shut-down, delay and start-up.
A. If Tecta is delayed in the commencement or prosecution of the work for reasons beyond the Contractor's control, Tecta shall be granted reasonable additional time and a potential equitable adjustment. Causes beyond Tecta's control include effects resulting from the Coronavirus pandemic, quarantines, disruption in supply chains, unusual delay in materials or equipment, adverse weather conditions, unavoidable casualties, flood, fire and changes in the Work.

7. **Insurance.** Tecta shall carry worker's compensation, automobile and commercial general liability insurance. Tecta will furnish a Certificate of Insurance upon request. Customer shall purchase and maintain builder's risk and property insurance, including labor and materials furnished by Tecta, covering fire, extended coverage, malicious mischief, vandalism and theft on the premises to protect against loss or damage to material and partially completed work until the job is completed and accepted. Moneys owed to Tecta shall not be withheld by reason of any damage or claim against Tecta covered by liability, property or builder's risk insurance.

8. **Additional Insured.** If Customer requires and Tecta agrees to make Customer or others additional insureds on Tecta's liability insurance policy, Customer and Tecta agree that the naming of Customer or others as additional insureds is intended to apply to claims made against the additional insured to the extent the claim is due to the negligence of Tecta and is not intended to make Tecta's insurer liable for claims that are due to the fault of the additional insured.

9. **Interior Protection.** Customer acknowledges that re-roofing of an existing building may cause disturbance, dust, debris or fireproofing to fall into the interior. Customer agrees to remove or protect property directly below the roof in order to minimize potential interior damage. Tecta shall not be responsible for disturbance, damage, clean up or loss to interior property that Customer did not remove or protect prior to commencement of roofing operations. Customer shall notify tenants of re-roofing and the need to provide protection underneath areas being re-roofed. Customer agrees to hold Tecta harmless from claims of tenants who were not so notified and did not provide protection.

10. **Fireproofing.** Roofing contractor is not liable for fireproofing that may detach, fall or spall from the underside of the roof deck or structural members during roofing operations, including costs of clean-up and replacement of fireproofing.

11. **Deck Repairs and Unforeseen Conditions.** Any work required to replace rotten or missing wood or deteriorated decking shall be done on a labor and material or unit price basis as an extra unless specifically included in the scope of work. When re-roofing over an existing roof, replacement of visible wet or deteriorated insulation shall be an extra or billed at unit prices unless otherwise stated on the face of this proposal. Unforeseen conditions that may affect the work will be reported to Owner and authorization requested prior to permanent repairs being performed.

12. **Damages and Delays.** Tecta will not be responsible for damage done to Tecta's work by others, including damage to temporary tie-ins. Any repairing of the same by Tecta will be charged as an extra. Tecta shall not be liable for liquidated or delay damages due to a delay in completion of the Project unless the delay was caused by Tecta. Tecta shall not be responsible for loss, damage or delay caused by circumstances beyond its reasonable control, including but not limited to acts of God, accidents, snow, fire, weather, vandalism, regulation, strikes, jurisdictional disputes, failure or delay of transportation, shortage of or inability to obtain materials, equipment or labor. In the event of these occurrences, Tecta's time for performance under this proposal shall be extended for a time sufficient to permit completion of the Work.

13. **Roof Projections.** Tecta will flash roof projections that are in place prior to installation of roofing or shown on the architectural plans provided to Tecta. Penetrations not shown on the plans provided to Tecta prior to submittal of this proposal or required after installation of roofing shall be considered an order for extra work, and Tecta shall be compensated at its customary time and material rates for additional expense resulting from additional penetrations.

14. **Wind Loads or Uplift Pressures.** Design Professional is responsible to design the work to be in compliance with applicable codes and regulations and to specify or show the work that is to be performed. Tecta is not responsible for design, including calculation or verification of wind-load design. To the extent minimum wind loads or uplift pressures are required, Tecta's bid is based solely on manufacturer's printed test results. Tecta itself makes no representation regarding wind uplift capacity and assumes no liability for wind uplift.

15. **Tolerances.** All labor and materials shall be furnished in accordance with normal industry standards and industry tolerances for uniformity, color, variation, thickness, size, weight, finish and texture. Specified quantities are intended to represent an average over the entire roof area.

16. **Fumes and Emissions**. Customer acknowledges that odors and emissions from roofing products will be released as part of the roofing operations to be performed by Tecta. Customer shall be responsible for interior air quality, including controlling mechanical equipment, HVAC units, intake vents, wall vents, windows, doors and other openings to prevent fumes and odors from entering the building. Customer is aware that roofing products emit fumes, vapors and odors during the application process. Some people are more sensitive to these emissions than others. Customer shall hold Tecta harmless from claims from third parties relating to fumes and odors that are emitted during the normal roofing process.

17. **Material Cost Escalation.** Steel products, asphalt, polyisocyanurate and other roofing products are sometimes subject to unusual price volatility due to conditions that are beyond the control or anticipation of Tecta. If there is a substantial increase in these or other roofing products between the date of this proposal and the time when the work is to be performed, the amount of the contract may be increased to reflect the additional cost to the roofing Tecta, upon submittal of written documentation and advance notice.

18. **Back charges.** No back charges or claims for payment of services rendered or materials and equipment furnished by Customer to Tecta shall be valid unless previously authorized in writing by Tecta and unless written notice is given to Tecta within five (5) days of the event, act or omission which is the basis of the back charge.

19. **Roof Top Safety.** Owner warrants there will be no live power lines on or near the roof servicing the building where Tecta will be working and that Owner will turn off any such power supplies to avoid an electrocution risk to Tecta employees. Owner will indemnify Tecta from personal injury and other claims and expenses if Owner fails to turn-off power so as to avoid injury to Tecta personnel or resulting from the presence of concealed electrical conduit and live electrical power. Tecta is not responsible for costs of repair or damages, including disruption of service, resulting from damage to undisclosed or concealed electrical or other utility lines. Owner shall shut down roof located electronic equipment that emits or receives radio frequency waves while roofing contractor is to be working on the roof so that roofing personnel will not be subject to radio frequency waves or electromagnetic radiation while working on the roof and shall indemnify and hold Tecta and its personnel harmless from any personal injury claims resulting from a failure by Owner to do so. Tecta is not responsible for the safety of persons on the roof other than its own employees. Owner and general contractor agree to indemnify and hold Tecta harmless, including attorney's fees, from claims for personal injury by persons or entities whom owner or general contractor have allowed or authorized to be on the roof.

20. **Conduit and Materials Attached to Deck.** Tecta's price is based upon there not being electrical conduit, cables, wires or other materials embedded within the roof assembly or attached directly to the underside or topside of the roof deck upon which Tecta will be installing the new roof. Tecta is not responsible for conduit, wires, cables, pipes, fireproofing or any objects attached to the underside of the roof decking which could be damaged during installation of the new roof system or repairs.

21. **Availability of Site.** Tecta shall be provided with direct access to the work site for the passage of trucks and materials and direct access to the roof. Tecta shall not be required to begin work until underlying areas are ready and acceptable to receive Tecta's work and sufficient areas of roof deck are clear and available and free from snow, water or debris to allow for continuous full operation. The expense of any extra trips by Tecta to and from the job as a result of the job not being ready for the Work after Tecta has been notified to proceed will be charged as an extra.

22. **Warranty.** New roofing and re-roofing work will be warranted by Tecta in accordance with its standard warranty, which is made a part of this proposal and contract and incorporated by reference. A facsimile of Tecta's standard warranty is attached or, if not, will be furnished upon request. Tecta SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. The acceptance of this proposal by the Customer signifies his agreement that this warranty shall be and is the exclusive remedy against Tecta. A manufacturer's warranty shall be furnished to Customer if a manufacturer's warranty is called for on the face of this proposal. It is expressly agreed that in the event of alleged defects in the materials furnished pursuant to this contract, Customer shall have recourse only against the manufacturer of such material.

23. **Existing Conditions.** Tecta is not responsible for leakage through the existing roof or other portions of the building that have not yet been reroofed by Tecta.

24. **Mold.** Tecta and Owner are committed to acting promptly so that roof leaks are not a source of potential interior mold growth. Owner will make periodic inspections for signs of water intrusion and act promptly including prompt notice to Tecta if Owner believes there are roof leaks, to correct the condition. Upon receiving notice, Tecta will make roof repairs. Owner is responsible for monitoring any leak areas and for indoor air quality. Tecta is not responsible for mold or indoor air quality. Owner shall hold harmless and indemnify Tecta from claims due to indoor air quality and resulting from a failure by Owner to maintain the building in a manner to avoid growth of mold.

25. **Material References.** Tecta is not responsible for the actual verification of technical specifications of product manufacturers; i.e., R-value or ASTM or UL compliance, but rather the materials used are represented as such by the material manufacturer.

26. **Oil-canning.** Metal roofing and especially lengthy flat-span sheet-metal panels often will exhibit waviness, commonly referred to as "oil-canning." The degree of oil-canning and the appearance of the panels will vary depending on factor such as the length and color of the panels, alloy, gauge, galvanizing process, substrate condition, and exposure to sunlight. Oil-canning pertains to aesthetics and not the performance of the panels and is not controlled by the roofing Tecta. The type of metal roofing panels specified can affect the degree of oil-canning. Tecta is not responsible for oil-canning or aesthetics. Oil-canning shall not be grounds to withhold payment or reject panels of the type specified.

27. **Dispute Resolution.** If a dispute shall arise between Tecta and Customer with respect to any matters or questions arising out of or relating to this Agreement or the breach thereof, Tecta and Customer will seek to mediate the dispute. If mediation is not successful, arbitration shall be administered by and conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association unless the parties mutually agree otherwise. This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any Court having jurisdiction thereof. Any legal claim against Tecta alleging any breach of this contract or negligence by Tecta must be initiated no later than two (2) years after Tecta performed the roofing installation covered by this contract. Collection matters may be processed through litigation or arbitration at the discretion of Tecta.

Jacksonville Port Authority (JAXPORT)
2831 Talleyrand Ave.
Jacksonville, FL 32206

Date: 11/12/2024

RE: B35 Transit Shed 1

As per the request for pricing verification of the Tecta America Southeast, LLC Project RQN# **2024-0267**, we have reviewed the necessary labor, materials, and equipment necessary to provide necessary tune-up at B35 Transit Shed 1 located at 2831 Talleyrand Ave., Jacksonville, FL 32206 per their proposal dated 11/12/2024 submitted by Tammy McMurphy.

1. Obtain all necessary permits.
2. Set up safety and load materials and equipment.
3. Prepare existing roof for new roof installation.
4. Install new pressure treated wood nailers as required.
5. Install new 1.5” (R8.6) roof insulation attached to existing metal roof panels.
6. Install new Rhino Bond induction plates mechanically attached to existing roof purlins.
7. Install new Carlisle 60-mil TPO roof membrane induction welded to roof plates.
8. Install flashings at all existing roof penetrations to maintain a watertight system.
9. Fabricate and install new painted metal drip edge on roof perimeter.
10. Clean all job-related debris.
11. Provide a 2-year workmanship warranty from Tecta America and a 20-year labor, material and workmanship warranty from the manufacturer.

We reviewed the RS Means report of pricing review and compared them to the Omnia pricing as contracted with Tecta America Southeast, LLC, Omnia Contract: OMNIA #04-29 plus any approved addendums. These line items are listed on the RS Means Summary Report dated 2024-08-14 as per attached.

As a result of our perusal, we have found the proposal consistent with our review and we recommend certifying the pricing in this proposal. If there are any further questions, please do not hesitate to contact me.

Sincerely,

Andy Carr
National JOC/Cooperative Contracts Manager
C: *(708) 451-0743*
O: *(630) 423-5336*
E: acarr@tectaamerica.com

SUBMISSION FOR AWARDS COMMITTEE AND CHIEF EXECUTIVE OFFICER APPROVAL JACKSONVILLE PORT AUTHORITY

AC2024-11-03		11/21/2024
Reference No.	File	Date

SUBJECT: Roof Replacement B-19 Transit Shed Three (GITMO)
JPA Project No.: B2021.06 JPA Contract No.: MC-1770E
Tecta America Corp

COST: $1,298,750.00 ☒ **BUDGETED** ☐ **NON-BUDGETED**

BACKGROUND:

This procurement consists of the replacement of the roof at B-19, Transit Shed Three (GITMO)

The scope of work includes furnishing all labor, material, equipment and supervision to:

High Roof: ***Total this scope of work: $807,125.00***

1) Remove existing metal roof and insulation.
2) Replace all damaged purlins with new to match existing with 16-gauge x 8" red iron.
3) Furnish and install 2.5" vinyl back insulation.
4) Furnish and install new 22-gauge galvanized PBR panels.
5) Furnish and install .040 pre-finished aluminum gutters, downspouts, and all related flashings.
6) Remove all roofing related debris from jobsite.

Walls on all 4 Sides and Canopy Roof: ***Total this scope of work: $491,625.00***

1) Remove existing wall panels.
2) Replace damaged purlins as needed with 16-gauge x 8" red iron.
3) Furnish and install 22-gauge galvanized PBR panels to existing purlins.
4) Furnish and install all related flashings.
5) Remove all roofing related debris from jobsite.
6) Remove existing panels down to purlins.
7) Replace damaged purlins as needed with 16-gauge x 8" red iron.
8) Furnish and install 22-gauge galvanized PBR panels to existing purlins.
9) Furnish and install all related flashings.

The existing roofs, walls and damaged purlins need replacing due to end of life and environmental conditions that have compromised the structure. Completing these replacements will extend the life of the warehouse, all of the interior components, allow for the entire space to be utilized by the tenant, and minimize any environmental impact on tenant's cargo.

This is a piggyback off OMNIA Contract 04-29 Roofing Products & Services effective through 08/31/2026.

EXPENSE CATEGORY:

☐Renewal of existing services
☒Replacement (end of life) or upgrade of equipment
☐Related to new opportunity
☐Related to or part of CapEx strategy

This is a budgeted capital item for FY 25, and will be funded with 100% JPA Funds.

FINANCIAL:

Available Budget:	$ 1,500,000
Proposed Expense:	$ 1,298,750
Remaining Balance:	$ 201,250

RECOMMENDATION:

Management recommends that the Board of Directors approve the issuance of a contract to Tecta America Southeast LLC for Roof Replacement Shed B-19, Transit Shed Three (GITMO) in the amount of $1,298,750.00.

AC-2024-11-03

Once necessary approvals are obtained by the Awards Committee Chairman, the Chief Executive Officer is authorized to sign purchase orders, agreements or contracts for the Award.

Attachments: Tecta America's RQN# 2023-0313 dated 11/12/2024

ORIGINATED BY:

James Jones
James Jones (Nov 22, 2024 15:09 EST)
James Jones, Sr. Director, Engineering & Construction

SUBMITTED FOR APPROVAL

Retta Rogers
Retta Rogers (Nov 22, 2024 15:51 EST)
Retta Rogers, Director, Procurement Services

AWARDS COMMITTEE ACTION

APPROVED

APPROVED/REJECTED/DEFERRED

CONDITIONS OF APPROVAL (IF ANY):

Sandra Platt
Sandra Platt (Nov 22, 2024 15:54 EST)
Sandra Platt, Secretary to Awards Committee

Robert Peek
Robert Peek (Nov 22, 2024 15:55 EST)
Robert Peek, Chair to Awards Committee

CHIEF EXECUTIVE OFFICER ACTION

APPROVED

APPROVED/REJECTED/DEFERRED

CONDITIONS OF APPROVAL (IF ANY):

Eric B. Green
Eric B. Green (Nov 22, 2024 16:41 EST)
Eric B. Green, Chief Executive Officer

CONDITIONS OF APPROVAL (IF ANY):

______________________________ **Rebecca Dicks, Corporate Secretary**

BOARD DECISION

APPROVED/REJECTED/DEFERRED

CONDITIONS OF APPROVAL (IF ANY):

____________________ **Board Chairman** ____________________ **Board Secretary**

C.P.O.# 5230

Jacksonville Port Authority

P.O. Box 3005
Jacksonville, Florida 32206-0005
(904) 357-3062
Remit To: accounts.payable@jaxport.com

CAPITAL PURCHASE ORDER

VENDOR: Tecta America #14569
CONTRACT NO: MC-1770E
ADDRESS: 530 Ellis Road South
Jacksonville, FL 32254
Bobbie Martin
REQUESTING DEPT: Engineering
JAXPORT TELEPHONE: (904)357-3210
JAXPORT CONTACT: Chris Good
TELEPHONE/FAX: (904) 309-9978
G/L ACCT. #: 003.2050.MC-1770E.B2021.06

DESCRIPTION

Provide all labor, equipment, materials and supervision for Roof Replacement B-19 Transit Shed 3 (GITMO) at DPMT. (See Tecta America RQN No. 2024-0313, 11/12/2024 attached). Terms and Conditions are in Accordance with NCPA Contract No. 04-29. "**Required Limits of Insurance**" as per attached.

Item No.	Description	Total Cost
1	High Roof	$ 807,125.00
2	Walls on all 4 Sides and Canopy Roof	$ 491,625.00
	TOTAL NOT TO EXCEED AMOUNT:	**$ 1,298,750.00**

COO APPROVAL: James G. Bennett, PE
James G. Bennett, PE (Nov 22, 2024 12:12 EST)

AUTHORIZED COST: **$ 1,298,750.00**

REQUESTED BY: Christopher Good
Christopher Good (Nov 22, 2024 10:43 EST)

ENGINEERING APPROVAL: James Jones
James Jones (Nov 22, 2024 15:09 EST)

PROCUREMENT APPROVAL: Retta Rogers
Retta Rogers (Nov 22, 2024 15:51 EST)

CHIEF EXECUTIVE OFFICER: Eric B. Green
Eric B. Green (Nov 22, 2024 16:41 EST)

FINANCE-original **VENDOR-copy** **ISSUING DIVISION-copy** **ENGINEERING-copy**

1 of 1

CONCURRENCE________
Fed/State

Tecta America Southeast | 530 Ellis Road South, Jacksonville, FL 32254
(904) 302-2030 | FAX (904) 301-4550 | CCC1333144

04-29 JOC Contract
RQN# 2023-0313

Tecta America Southeast, LLC (herein after referred to as "TASE") proposes to perform and furnish the labor, materials, insurance, supervision, equipment and warranty (herein together referred to as "Work") described herein for:

Date of proposal: Tuesday November 12, 2024
Owner/Customer: Jacksonville Port Authority (JAXPORT)
Phone: (904) 357-3090
Project: JAXPORT- GITMO Building, 9650 New Berlin Road, Jacksonville, FL 32226
E-mail: Christopher.Good@jaxport.com

ROOF SOLUTION

High Roof: ***Total this scope of work: $807,125.00***

1) Remove existing metal roof and insulation.
2) Replace all damaged purlins with new to match existing with 16-gauge x 8" red iron.
3) Furnish and install 2.5" vinyl back insulation.
4) Furnish and install new 22-gauge galvanized PBR panels.
5) Furnish and install .040 pre-finished aluminum gutters, downspouts, and all related flashings.
6) Remove all roofing related debris from jobsite.

Walls on all 4 Sides and Canopy Roof: ***Total this scope of work: $491,625.00***

1) Remove existing wall panels.
2) Replace damaged purlins as needed with 16-gauge x 8" red iron.
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6) Remove existing panels down to purlins.
7) Replace damaged purlins as needed with 16-gauge x 8" red iron.
8) Furnish and install 22-gauge galvanized PBR panels to existing purlins.
9) Furnish and install all related flashings.

TOTAL INVESTMENT - $1,298,750.00

Qualifications:

- All related safety, permitting, shop drawings, engineering, and equipment needed to perform above scope of work is included in the above pricing.
- Pricing includes shop drawings, engineering, interior clean-up, a 30-year finish warranty and a 20-year weathertight warranty.
- Due to the volatility of the material market, the material prices will be as they are at the time of delivery. An adjustment will be made to the contract amount at that time.
- Our price is based on (1) mobilization with continuous installation of our work.
- We exclude removal and replacement of sprinklers and electrical lines, from beneath the roof deck, and any work related to other trades including lightning protection.
- Direct access to the building and staging area for loading and unloading materials and equipment is required.

Payment Terms: Net 60 days.

This proposal is subject to revision or withdrawal by TASE until communication of acceptance. This proposal expires sixty (60) days after the date stated above if not earlier accepted, revised or withdrawn.
By: James Gallerani – 904-302-2030 Date: Tuesday November 12, 2024
The undersigned hereby accepts this proposal and, intending to be legally bound hereby, agrees that this writing shall be a binding contract and shall constitute the entire contract, subject only to the approval of credit by Tecta America which approval shall not be unreasonably withheld.

THE TERMS AND CONDITIONS SET FORTH ON THE NEXT PAGE ARE A PART OF THIS INVESTMENT

Owner/Customer:_________________________ Title:_________________________

By:_________________________ Date:_________________________

PROPOSAL TERMS AND CONDITIONS

1. **Nature of Work.** Tecta America Southeast, LLC shall furnish the labor and material to perform the work described herein or in the referenced contract documents. Tecta does not provide design, engineering, consulting or architectural services. It is the Owner's responsibility to retain a licensed architect or engineer to determine proper design and code compliance, including a determination as to whether and what type of a vapor or air retarder is needed. If plans, specifications or other design documents have been furnished to Tecta, Customer warrants that they are sufficient and conform to all applicable laws and building codes. Tecta is not responsible for any loss, damage or expense due to defects in plans or specifications or building code violations unless such damage results from a deviation by Tecta from what is specified. Tecta is not responsible for condensation, moisture migration from the building interior or other building components, location or size of roof drains, adequacy of drainage, ponding on the roof, structural conditions or the properties of the roof deck or substrate on which Tecta's roofing work is installed.

2, **Drainage.** Tecta shall not be liable for any claims or damages arising from or related to deficiencies in roof drainage. It is the Customer's responsibility prior to commencement of re-roofing to retain a licensed architect or mechanical engineer to determine and evaluate the drainage design and compliance with applicable plumbing codes, including potential need for additional drains, scuppers, or overflow drains. Tecta's work does not include evaluation of code compliance, existing drainage, proper location or size of roof drains, or adequacy of drainage. Tecta is not responsible for ponding.

3. **Deck.** Customer warrants that structures on which Tecta is to work are in sound condition and capable of withstanding roof construction, equipment and operations. Tecta's commencement of roof installation indicates only that Tecta has visually inspected the surface of the roof deck for visible defects. Tecta is not responsible for the structural sufficiency, quality of construction (including compliance with FMG criteria), undulations, fastening or moisture content of the roof deck or other trades' work or design. Tecta is not responsible to test or assess moisture content of the deck or substrate.

4. **Asbestos and Toxic Materials.** This proposal is based on Tecta's not coming into contact with asbestos-containing or toxic materials ("ACM"). Tecta is not responsible for expenses, claims or damages arising out of the presence, disturbance or removal of ACM. Tecta shall be compensated for additional expenses resulting from the presence of ACM. Customer agrees to indemnify Tecta from and against any liability, damages, losses, claims, demands or citations arising out of the presence of ACM.

5. **Payment.** Unless stated otherwise on the face of this proposal, Customer shall pay the contract price plus any additional charges for changed or extra work within ten (10) days of substantial completion of the Work. If completion of the Work extends beyond one month, Customer shall make monthly progress payments to Tecta by the fifth (5th) day of the month for the value of Work completed during the preceding month, plus the value of materials suitably stored for the project. All sums not paid when due shall earn interest at the rate of 1-1/2% per month or at such rate as permitted by Illinois law. Tecta shall be entitled to recover from Customer all costs of collection incurred by Tecta, including attorney's fees, resulting from Customer's failure to make proper payment when due. Tecta's entitlement to payment is not dependent upon criteria promulgated by Factory Mutual Global, including wind uplift testing.

6. **Right to Stop Work.** The failure of Customer to make proper payment to Tecta when due shall, in addition to all other rights, constitute a material breach of contract and shall entitle Tecta, at its discretion, to suspend all work and shipments, including furnishing warranty, until full payment is made. The time period in which Tecta shall perform the work shall be extended for a period equal to the period during which the Work was suspended, and the contract sum to be paid Tecta shall be increased by the amount of Tecta's reasonable costs of shut-down, delay and start-up.
A. If Tecta is delayed in the commencement or prosecution of the work for reasons beyond the Contractor's control, Tecta shall be granted reasonable additional time and a potential equitable adjustment. Causes beyond Tecta's control include effects resulting from the Coronavirus pandemic, quarantines, disruption in supply chains, unusual delay in materials or equipment, adverse weather conditions, unavoidable casualties, flood, fire and changes in the Work.

7. **Insurance.** Tecta shall carry worker's compensation, automobile and commercial general liability insurance. Tecta will furnish a Certificate of Insurance upon request. Customer shall purchase and maintain builder's risk and property insurance, including labor and materials furnished by Tecta, covering fire, extended coverage, malicious mischief, vandalism and theft on the premises to protect against loss or damage to material and partially completed work until the job is completed and accepted. Moneys owed to Tecta shall not be withheld by reason of any damage or claim against Tecta covered by liability, property or builder's risk insurance.

8. **Additional Insured.** If Customer requires and Tecta agrees to make Customer or others additional insureds on Tecta's liability insurance policy, Customer and Tecta agree that the naming of Customer or others as additional insureds is intended to apply to claims made against the additional insured to the extent the claim is due to the negligence of Tecta and is not intended to make Tecta's insurer liable for claims that are due to the fault of the additional insured.

9. **Interior Protection.** Customer acknowledges that re-roofing of an existing building may cause disturbance, dust, debris or fireproofing to fall into the interior. Customer agrees to remove or protect property directly below the roof in order to minimize potential interior damage. Tecta shall not be responsible for disturbance, damage, clean up or loss to interior property that Customer did not remove or protect prior to commencement of roofing operations. Customer shall notify tenants of re-roofing and the need to provide protection underneath areas being re-roofed. Customer agrees to hold Tecta harmless from claims of tenants who were not so notified and did not provide protection.

10. **Fireproofing.** Roofing contractor is not liable for fireproofing that may detach, fall or spall from the underside of the roof deck or structural members during roofing operations, including costs of clean-up and replacement of fireproofing.

11. **Deck Repairs and Unforeseen Conditions.** Any work required to replace rotten or missing wood or deteriorated decking shall be done on a labor and material or unit price basis as an extra unless specifically included in the scope of work. When re-roofing over an existing roof, replacement of visible wet or deteriorated insulation shall be an extra or billed at unit prices unless otherwise stated on the face of this proposal. Unforeseen conditions that may affect the work will be reported to Owner and authorization requested prior to permanent repairs being performed.

12. **Damages and Delays.** Tecta will not be responsible for damage done to Tecta's work by others, including damage to temporary tie-ins. Any repairing of the same by Tecta will be charged as an extra. Tecta shall not be liable for liquidated or delay damages due to a delay in completion of the Project unless the delay was caused by Tecta. Tecta shall not be responsible for loss, damage or delay caused by circumstances beyond its reasonable control, including but not limited to acts of God, accidents, snow, fire, weather, vandalism, regulation, strikes, jurisdictional disputes, failure or delay of transportation, shortage of or inability to obtain materials, equipment or labor. In the event of these occurrences, Tecta's time for performance under this proposal shall be extended for a time sufficient to permit completion of the Work.

13. **Roof Projections.** Tecta will flash roof projections that are in place prior to installation of roofing or shown on the architectural plans provided to Tecta. Penetrations not shown on the plans provided to Tecta prior to submittal of this proposal or required after installation of roofing shall be considered an order for extra work, and Tecta shall be compensated at its customary time and material rates for additional expense resulting from additional penetrations.

14. **Wind Loads or Uplift Pressures.** Design Professional is responsible to design the work to be in compliance with applicable codes and regulations and to specify or show the work that is to be performed. Tecta is not responsible for design, including calculation or verification of wind-load design. To the extent minimum wind loads or uplift pressures are required, Tecta's bid is based solely on manufacturer's printed test results. Tecta itself makes no representation regarding wind uplift capacity and assumes no liability for wind uplift.

15. **Tolerances.** All labor and materials shall be furnished in accordance with normal industry standards and industry tolerances for uniformity, color, variation, thickness, size, weight, finish and texture. Specified quantities are intended to represent an average over the entire roof area.

16. **Fumes and Emissions**. Customer acknowledges that odors and emissions from roofing products will be released as part of the roofing operations to be performed by Tecta. Customer shall be responsible for interior air quality, including controlling mechanical equipment, HVAC units, intake vents, wall vents, windows, doors and other openings to prevent fumes and odors from entering the building. Customer is aware that roofing products emit fumes, vapors and odors during the application process. Some people are more sensitive to these emissions than others. Customer shall hold Tecta harmless from claims from third parties relating to fumes and odors that are emitted during the normal roofing process.

17. **Material Cost Escalation.** Steel products, asphalt, polyisocyanurate and other roofing products are sometimes subject to unusual price volatility due to conditions that are beyond the control or anticipation of Tecta. If there is a substantial increase in these or other roofing products between the date of this proposal and the time when the work is to be performed, the amount of the contract may be increased to reflect the additional cost to the roofing Tecta, upon submittal of written documentation and advance notice.

18. **Back charges.** No back charges or claims for payment of services rendered or materials and equipment furnished by Customer to Tecta shall be valid unless previously authorized in writing by Tecta and unless written notice is given to Tecta within five (5) days of the event, act or omission which is the basis of the back charge.

19. **Roof Top Safety.** Owner warrants there will be no live power lines on or near the roof servicing the building where Tecta will be working and that Owner will turn off any such power supplies to avoid an electrocution risk to Tecta employees. Owner will indemnify Tecta from personal injury and other claims and expenses if Owner fails to turn-off power so as to avoid injury to Tecta personnel or resulting from the presence of concealed electrical conduit and live electrical power. Tecta is not responsible for costs of repair or damages, including disruption of service, resulting from damage to undisclosed or concealed electrical or other utility lines. Owner shall shut down roof located electronic equipment that emits or receives radio frequency waves while roofing contractor is to be working on the roof so that roofing personnel will not be subject to radio frequency waves or electromagnetic radiation while working on the roof and shall indemnify and hold Tecta and its personnel harmless from any personal injury claims resulting from a failure by Owner to do so. Tecta is not responsible for the safety of persons on the roof other than its own employees. Owner and general contractor agree to indemnify and hold Tecta harmless, including attorney's fees, from claims for personal injury by persons or entities whom owner or general contractor have allowed or authorized to be on the roof.

20. **Conduit and Materials Attached to Deck.** Tecta's price is based upon there not being electrical conduit, cables, wires or other materials embedded within the roof assembly or attached directly to the underside or topside of the roof deck upon which Tecta will be installing the new roof. Tecta is not responsible for conduit, wires, cables, pipes, fireproofing or any objects attached to the underside of the roof decking which could be damaged during installation of the new roof system or repairs.

21. **Availability of Site.** Tecta shall be provided with direct access to the work site for the passage of trucks and materials and direct access to the roof. Tecta shall not be required to begin work until underlying areas are ready and acceptable to receive Tecta's work and sufficient areas of roof deck are clear and available and free from snow, water or debris to allow for continuous full operation. The expense of any extra trips by Tecta to and from the job as a result of the job not being ready for the Work after Tecta has been notified to proceed will be charged as an extra.

22. **Warranty.** New roofing and re-roofing work will be warranted by Tecta in accordance with its standard warranty, which is made a part of this proposal and contract and incorporated by reference. A facsimile of Tecta's standard warranty is attached or, if not, will be furnished upon request. Tecta SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. The acceptance of this proposal by the Customer signifies his agreement that this warranty shall be and is the exclusive remedy against Tecta. A manufacturer's warranty shall be furnished to Customer if a manufacturer's warranty is called for on the face of this proposal. It is expressly agreed that in the event of alleged defects in the materials furnished pursuant to this contract, Customer shall have recourse only against the manufacturer of such material.

23. **Existing Conditions.** Tecta is not responsible for leakage through the existing roof or other portions of the building that have not yet been reroofed by Tecta.

24. **Mold.** Tecta and Owner are committed to acting promptly so that roof leaks are not a source of potential interior mold growth. Owner will make periodic inspections for signs of water intrusion and act promptly including prompt notice to Tecta if Owner believes there are roof leaks, to correct the condition. Upon receiving notice, Tecta will make roof repairs. Owner is responsible for monitoring any leak areas and for indoor air quality. Tecta is not responsible for mold or indoor air quality. Owner shall hold harmless and indemnify Tecta from claims due to indoor air quality and resulting from a failure by Owner to maintain the building in a manner to avoid growth of mold.

25. **Material References.** Tecta is not responsible for the actual verification of technical specifications of product manufacturers; i.e., R-value or ASTM or UL compliance, but rather the materials used are represented as such by the material manufacturer.

26. **Oil-canning.** Metal roofing and especially lengthy flat-span sheet-metal panels often will exhibit waviness, commonly referred to as "oil-canning." The degree of oil-canning and the appearance of the panels will vary depending on factor such as the length and color of the panels, alloy, gauge, galvanizing process, substrate condition, and exposure to sunlight. Oil-canning pertains to aesthetics and not the performance of the panels and is not controlled by the roofing Tecta. The type of metal roofing panels specified can affect the degree of oil-canning. Tecta is not responsible for oil-canning or aesthetics. Oil-canning shall not be grounds to withhold payment or reject panels of the type specified.

27. **Dispute Resolution.** If a dispute shall arise between Tecta and Customer with respect to any matters or questions arising out of or relating to this Agreement or the breach thereof, Tecta and Customer will seek to mediate the dispute. If mediation is not successful, arbitration shall be administered by and conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association unless the parties mutually agree otherwise. This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any Court having jurisdiction thereof. Any legal claim against Tecta alleging any breach of this contract or negligence by Tecta must be initiated no later than two (2) years after Tecta performed the roofing installation covered by this contract. Collection matters may be processed through litigation or arbitration at the discretion of Tecta.

KEY CAPITAL PROJECTS

No.	Contract Number	Project Description	Vendor	Scope	Original Contract Amt. ($)	Approved Change Orders To Date	Total Contract as Amended	Payments to Date	Work Remaining To Invoice	Proposed Change Orders (PCO's)	Remarks
1 T2021-06	C-1780	TMT Berth 5 Pile Jacket Repairs	Michaels Construction Inc.	TMT Berth 5 Pile Jacket Repairs	$1,319,732	$104,412 Last CO #01 04/08/24	$1,424,144	$0	$1,424,144		Michaels Corp. has mobilized and started pile repairs works at TMT Berth 5.
	MC-1611A	Pile Cap & Beam Rehab TMT	Underwater Mechanix, Inc	Facilities Wide Underwater Pile Cleaning	$877,182	$0	$877,182	$202,903	$674,279	$0	UMX has continued cleaning piles at TMT Berth 6.
	AE-1780		JACOBS Engineering Group	Engineering Inspection & Design Services Pile Jacket Repairs Berth 5	$143,950	$68,083 Last CO #02 05/24/23	$212,033	$162,208	$49,825	$0	JACOBS has completed their design. Waiting for Michaels to start repairs to schedule site inspections.
	AE-1780A		JACOBS Engineering Group	Engineering Inspection & Design Services Pile Jacket Repairs Berth 6	$146,954	$0	$146,954	$28,028	$118,926	$0	JACOBS performed their first and second inspection. Jacobs is currently preparing inspection reports and starting repair design based on their observations. Additional inspections will take place as UMX continues cleaning piles.
2 T2021.02	AE-1588B	Rehabilitate Underdeck Concrete Phase 4	C&ES Construction & Engineering Services	Engineering & Inspection Services for Rehabilitate Underdeck Concrete Phase 4	$52,440	$0	$52,440	$31,161	$21,279	$0	C&ES will continue inspection of underdeck concrete repairs (Phase 4 at TMT Berth 4 - 8) once SR&B resume works, potentially May 2024.
	C-1588A		Southern Road & Bridge LLC	Rehabilitate Underdeck Concrete Phase 4	$2,143,244	$915,076 Last CO #04 03/25/24	$3,058,320	$2,578,353	$479,967	$0	Southern Road & Bridge LLC has continued under deck repairs, around vessel schedule.
3 B202	AE-1772	Container Terminal Upgrades - SSA	AECOM Technical Services	Program Management & Inspection Svcs for C-1772 SSA Container Yard Improvements	$3,215,597	$250,070 Last CO #01 05/10/22	$3,465,667	$2,425,922	$1,039,745	$0	AECOM has continued providing program management services, including field inspection, and managing the contractors work and progress.

KEY CAPITAL PROJECTS

No.	Contract Number	Project Description	Vendor	Scope	Original Contract Amt. ($)	Approved Change Orders To Date	Total Contract as Amended	Payments to Date	Work Remaining To Invoice	Proposed Change Orders (PCO's)	Remarks
0.01	C-1772A		CW Matthews Contracting	SSA Jacksonville Container Terminal Phase 8	$16,246,000	$0	$16,246,000	$6,196,174	$10,049,826	$72,756	CW Mathews (Baker) has started and is currently working on Phase 8A North (pavement demolition, sub-base, base construction, stormwater structures).
	C-1772		Superior Construction Company Southeast, LLC	SSA JCT Container Yard Improvements	$48,876,120	$5,417,721 Last CO #17 08/20/24	$54,293,841	$51,102,801	$3,191,040	$0	NTP's have been issued for Phases 5B and 7C. Superior Construction continues works: civil, pavement, storm structures, and electrical works are ongoing.
4 B2022-11	AE-1830	Auto Processing Facility Development - SET	JE Dunn Construction	Terminal Development for SET - CM at Risk	$700,000	$126,923,477 Last CO #16 08/27/24	$127,623,477	$67,528,786	$60,094,691	$0	Bids were received for the rail head package and will be presented to Board during Nov/Dec meeting. Accessory building - Pouring cast in place stairs. Interior wall CMU, Interior and Exterior wall CFS framing at Office. Continuing Roofing Installiation and Rooftop Mechanical MEP rough in. Ops building - Canopy between ACC and Ops building, Overhead MEP rough in. Body Shop- Structural Steel detailing. Site work is ongoing. This project is projected to be completed September of 2025.
5 B2020-02	AE-1790A	Breasting Dolphins - Berth 22	Taylor Engineering, Inc.	Engineering Services During Construction	$342,748		$342,748	$245,306	$97,442	$0	Taylor Engineering continues to provide Services During Construction for the Berth 22 new dolphins project. Installation of Marine Fenders completed along berth face. Existing Marine Bollard blasted and coated. New marine bollards being installed on new dolphins.
	C-1790R		TIC - The Industrial Company	Breasting Dolphins Berth 22 Dolphin Additions	$5,119,395		$5,119,395	$3,308,274	$1,811,121	$0	Under deck and pile repairs are ongoing. Installation of marine fenders completed along berth face. Existing marine bollard blasted and coated. New marine bollards being installed on new morring and breasting dolphins. Expected completion during December.
6 C2024-01	AE-1915	Purchase of (2) - (3) New Cranes	Taylor Engineering, Inc.	Engineering and Support Services for the purchase of new STS container cranes.	$112,501	$611,804 Last CO #02 03/25/24	$724,305	$173,561	$550,744	$0	Taylor Engineering has been providing Technical support to JAXPORT's Equipment and E&C teams, for the purchase of new STS cranes.
	EQ-1915		Libherr USA Co.	Purchase of 2 (3) STS Diesel-Electric Container Handling Cranes	$30,525,548	$18,314,327	$48,839,875	$30,332,678	$18,507,197		Libherr has been awarded as the vendor to provide three new STS cranes. BIMT 2 cranes: delivery May 2025, Commissioning December 2025; TMT 1 crane: delivery November 2025, Commissioning July 2026; Purchase of 3rd STS Crane, agreement executed 10/25/2024, CO#3
				Grand Totals	$117,130,813		$272,313,617	$175,580,235	$96,733,382	$72,756	

Financial Highlights: October Fiscal Year '25

REVENUES

Following the strength seen in Fiscal '24, October's Operating Revenue at $5.743 million is behind the newly increased plan to start FY '25 by approximately $22 thousand. Container revenues were slightly behind budget by approximately $35 thousand due primarily to hurricane Milton and labor demonstrations that occurred during the first week of the year, causing missed cargoes. Also impacted by the storm was the Cruise segment, which saw shortened cruises, and finished behind by roughly $25 thousand. Autos were also behind plan by $152 thousand while our Bulk and Other categories finished modestly above budget. Considering the negative external pressures faced in the month, revenue performance was resilient thanks to our diversified product mix.

Investment income, at $346 thousand for the month, was ahead of budget and continues the trend of strength we've seen in this area. This trend may slow as the fed continues its anticipated path of rate cutting.

EXPENSES

Operating Expenses came in below budget for the month, with a positive variance of $420 thousand. Our largest positive contributor was Berth Maintenance Dredging, at $145 thousand below the newly implemented budget for this first month of the new fiscal year. Important to note with dredge expense for the month is that we budgeted for and paid the annual $300 thousand mobilization fee in October. This provides the port with savings and certainty versus paying mobilization per event. We are watching dredge volumes closely as sedimentation may make its way up-river from the heavy rains experienced throughout the St. John's River Basin during the two storms. As a note, we will be preparing and filing FEMA claims for dredge impact from the storms as is our standard practice. All other costs were materially controlled and within budget for the month.

BOTTOM LINE

Considering the slight shortfall in Operating revenues and the positive variances in Non-Operating Revenues and Expenses, Income Before Depreciation at $1.075 million represents a $649 thousand positive variance for the month.

BALANCE SHEET

We continue to report a stable balance sheet. Cash and Cash Equivalents ended the month at $22.239 million (unaudited). As anticipated, the State reimbursements for our crane progress payments came through early in the month. This $12.6 million reimbursement was applied to reduce the line of credit which was used as the temporary financing tool to get the cranes into production. As such, the Line of credit balance was reduced to $11.3 million, from $23.9 million and will further ebb and flow as we make payments on the three cranes in production and promptly file for reimbursement. We appreciate the state adopting procedures that allow for prompt reimbursement associated with the requirements of crane production.

CONCERNS: We have no immediate concerns at this time.

VITAL STATISTICS

OCTOBER FY25 - Cargo Performance

CARGO INDICATORS

	Current Month			VARIANCE		YEAR-TO- DATE			VARIANCE	
	Actual	Budget	Prior	Budget	Prior	Actual	Budget	Prior	Budget	Prior
Vessel Calls	126	130	129	-3%	-2%	126	130	129	-3%	-2%
Total Tons	883,426	851,093	894,064	4%	-1%	**883,426**	**851,093**	**894,064**	4%	-1%
Total Revenue	$5,743,270	$5,765,145	$5,561,776	0%	3%	$5,743,270	$5,765,145	$5,561,776	0%	3%

OPERATING REVENUE / STATISTICS

	Current Month			VARIANCE		YEAR-TO- DATE			VARIANCE	
	Actual	Budget	Prior	Budget	Prior	Actual	Budget	Prior	Budget	Prior
Container Revenue	$2,711,208	$2,746,198	$2,495,540	-1%	9%	$2,711,208	$2,746,198	$2,495,540	-1%	9%
Container TEU's	**114,644**	**111,157**	**113,517**	3%	1%	**114,644**	**111,157**	**113,517**	3%	1%
ICTF Rail Lifts	**1,696**	**1,500**	**1,381**	13%	23%	**1,696**	**1,500**	**1,381**	13%	23%
Auto Revenue	$1,137,980	$1,289,746	$1,366,210	-12%	-17%	$1,137,980	$1,289,746	$1,366,210	-12%	-17%
Auto Units	**38,110**	**44,793**	**47,234**	-15%	-19%	**38,110**	**44,793**	**47,234**	-15%	-19%
Military Revenue	$127,364	$140,730	$127,321	-9%	0%	$127,364	$140,730	$127,321	-9%	0%
Breakbulk Revenue	$449,397	$387,238	$366,330	16%	23%	$449,397	$387,238	$366,330	16%	23%
Breakbulk Tons	**94,165**	**64,067**	**49,341**	47%	91%	**94,165**	**64,067**	**49,341**	47%	91%
Liquid Bulk Revenue	$146,360	$111,860	$106,257	31%	38%	$146,360	$111,860	$106,257	31%	38%
Liquid Bulk Tons	**35,986**	**22,804**	**24,109**	58%	49%	**35,986**	**22,804**	**24,109**	58%	49%
Dry Bulk Revenue	$233,624	$268,296	$206,956	-13%	13%	$233,624	$268,296	$206,956	-13%	13%
Dry Bulk Tons	**110,803**	**126,677**	**181,224**	-13%	-39%	**110,803**	**126,677**	**181,224**	-13%	-39%
Cruise Revenue	$428,865	$453,823	$560,518	-5%	-23%	$428,865	$453,823	$560,518	-5%	-23%
Cruise Passengers	**13,361**	**14,454**	**17,848**	-8%	-25%	**13,361**	**16,863**	**17,848**	-21%	-25%
Total Cargo Revenue	$5,234,798	$5,397,891	$5,229,131	-3%	0%	$5,234,798	$5,397,891	$5,229,131	-3%	0%
Other Revenue	$508,472	$367,254	$332,645	38%	53%	$508,472	$367,254	$332,645	38%	53%

Jacksonville Port Authority
Comparative Income Statement (Unaudited)
For the 1 month ending 10/31/2024

	Current Month Actual	Current Month Budget	Budget Variance	Prior Year Month Actual	Current YTD Actual	Current YTD Budget	Budget Variance	Prior Year YTD Actual
OPERATING REVENUES								
CONTAINERS	2,711,208	2,746,198	(34,990)	2,495,540	2,711,208	2,746,198	(34,990)	2,495,540
AUTOS	1,137,980	1,289,746	(151,766)	1,366,210	1,137,980	1,289,746	(151,766)	1,366,210
MILITARY	127,364	140,730	(13,366)	127,321	127,364	140,730	(13,366)	127,321
BREAK BULK	449,397	387,238	62,159	366,330	449,397	387,238	62,159	366,330
LIQUID BULK	146,360	111,860	34,500	106,257	146,360	111,860	34,500	106,257
DRY BULK	233,624	268,296	(34,672)	206,956	233,624	268,296	(34,672)	206,956
CRUISE	428,865	453,823	(24,958)	560,518	428,865	453,823	(24,958)	560,518
OTHER OPERATING REVENUE	508,472	367,254	141,218	332,645	508,472	367,254	141,218	332,645
TOTAL OPERATING REVENUES	5,743,270	5,765,145	(21,875)	5,561,776	5,743,270	5,765,145	(21,875)	5,561,776
OPERATING EXPENSES								
SALARIES & BENEFITS	2,093,750	2,186,925	(93,176)	1,891,298	2,093,750	2,186,925	(93,176)	1,891,298
SERVICES & SUPPLIES	596,297	648,188	(51,891)	497,790	596,297	648,188	(51,891)	497,790
SECURITY SERVICES	530,766	565,291	(34,525)	408,115	530,766	565,291	(34,525)	408,115
BUSINESS TRAVEL AND TRAINING	64,646	71,171	(6,525)	59,351	64,646	71,171	(6,525)	59,351
PROMO,ADV,DUES & MEMBERSHIPS	59,687	64,443	(4,756)	42,508	59,687	64,443	(4,756)	42,508
UTILITY SERVICES	82,364	88,576	(6,212)	58,488	82,364	88,576	(6,212)	58,488
REPAIRS & MAINTENANCE	189,977	231,611	(41,634)	299,826	189,977	231,611	(41,634)	299,826
CRANE MAINTENANCE PASS THRU	(103,333)	(68,750)	(34,583)	(81,586)	(103,333)	(68,750)	(34,583)	(81,586)
BERTH MAINTENANCE DREDGING	996,348	1,140,942	(144,594)	652,566	996,348	1,140,942	(144,594)	652,566
MISCELLANEOUS	13,830	16,226	(2,396)	13,663	13,830	16,226	(2,396)	13,663
TOTAL OPERATING EXPENSES	4,524,333	4,944,623	(420,290)	3,842,019	4,524,333	4,944,623	(420,290)	3,842,019
OPERATING INC BEFORE DS AND DEPR	1,218,937	820,522	398,416	1,719,757	1,218,937	820,522	398,416	1,719,757
NON OPERATING INCOME								
INVESTMENT INCOME	345,815	169,912	175,903	372,727	345,815	169,912	175,903	372,727
SHARED REVENUE FROM CITY	837,589	831,896	5,693	820,690	837,589	831,896	5,693	820,690
OPERATING GRANTS - SECURITY	-	19,792	(19,792)	-	-	19,792	(19,792)	-
TOTAL NON OPERATING ITEMS	1,183,405	1,021,600	161,805	1,193,417	1,183,405	1,021,600	161,805	1,193,417
NON OPERATING EXPENSE								
DEBT SERVICE	1,327,158	1,415,408	(88,250)	1,219,201	1,327,158	1,415,408	(88,250)	1,219,201
OTHER NON OP EXPENSE	328	428	(100)	4,552	328	428	(100)	4,552
TOTAL NON OPERATING EXPENSE	1,327,486	1,415,836	(88,350)	1,223,753	1,327,486	1,415,836	(88,350)	1,223,753
INCOME BEFORE DEPRECIATION	1,074,856	426,286	648,570	1,689,421	1,074,856	426,286	648,570	1,689,421

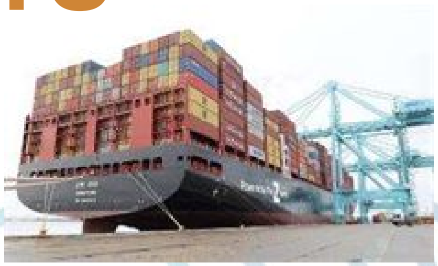
Jacksonville Port Authority
Balance Sheet (in thousands)
At October 31, 2024

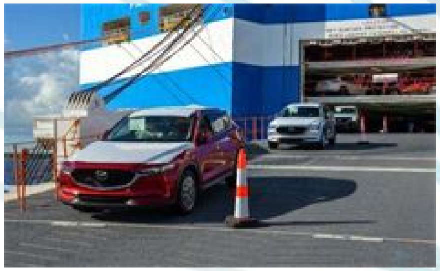
	October 31, 2024	September 30, 2024
Current Assets		
Cash & cash equivalents	22,239	23,210
Restricted cash & cash equivalents	10,537	8,738
Accounts receivable, net	6,713	6,673
Notes and other receivables	192	192
Grants receivable	2,449	5,366
Grants receivable - Cranes	6,112	18,757
Inventories and other assets	2,729	2,558
Total Current Assets	50,971	65,494
Noncurrent Assets		
Restricted cash & cash equivalents	17,352	17,298
Restricted Cash for Cap Projects	50,414	53,287
Deferred outflow of resources	8,667	8,698
Capital Assets, net	946,017	933,518
Total Noncurrent Assets	1,022,450	1,012,801
Total Assets	1,073,421	1,078,295
	4,874	
Current liabilities		
Accounts payable	2,115	1,894
Construction accounts payable	9,599	10,959
Accrued expenses	1,577	1,305
Accrued interest payable	2,821	2,538
Retainage payable	5,514	5,514
Bonds and Notes Payable	8,668	8,668
Total Current Liabilities	30,294	30,878
Noncurrent liabilities		
Unearned Revenue	20,413	20,413
Accrued Expenses	2,151	2,285
Line of credit	11,267	23,912
Bonds and notes payable	188,341	188,354
Other Obligations	6,122	6,122
Net Pension Liability	18,551	18,551
Deferred inflows - Pension	1,456	1,456
Total Non Current Liabilities	248,301	261,093
Total Liabilities	278,595	291,971
Net Position	794,826	786,324


JAXPORT
JACKSONVILLE PORT AUTHORITY
COMMERCIAL
HIGHLIGHTS
December 2024

COMMERCIAL HIGHLIGHTS

- Container Cargo
- Breakbulk/Bulk Cargo
- Vehicle Cargo





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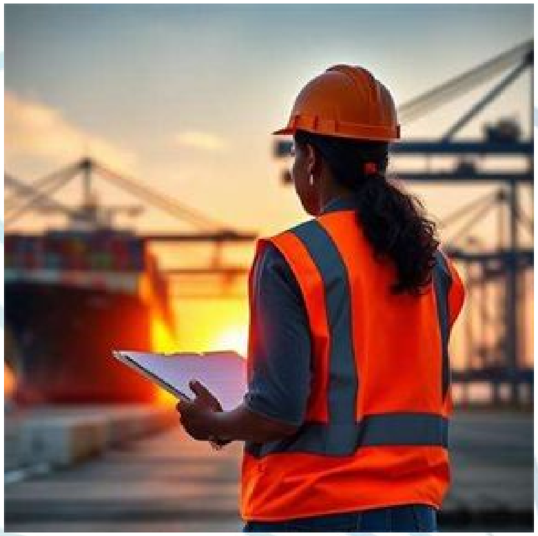
2025 HEADWINDS….

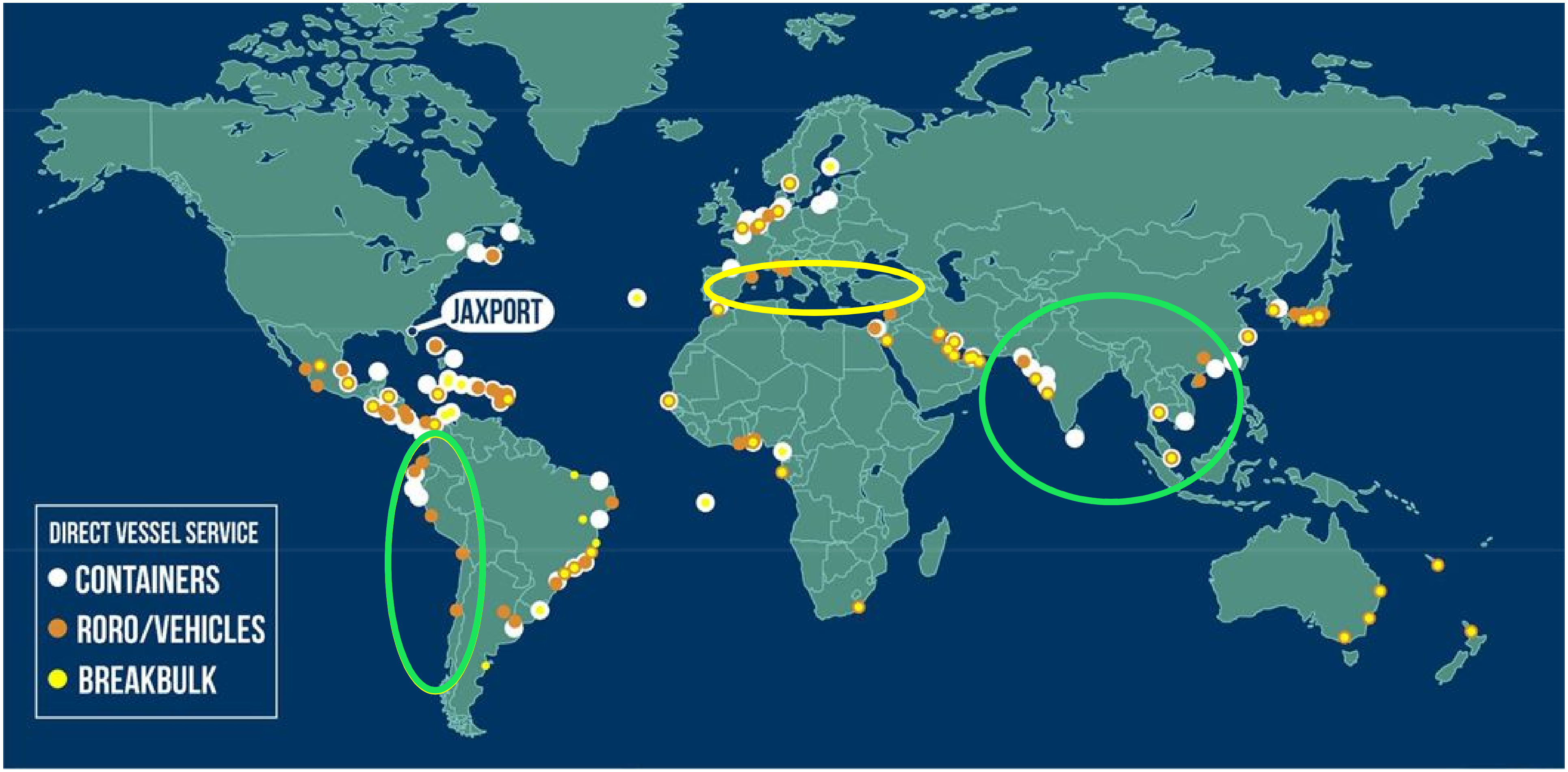
- **LONGSHORE LABOR AGREEMENT**
- **POTENTIAL TARIFFS**

..AND OPPORTUNITIES

- **NEW TRADE LANES** ***(Business diversification)***
- **NEW SHIPPERS AND VOLUMES**



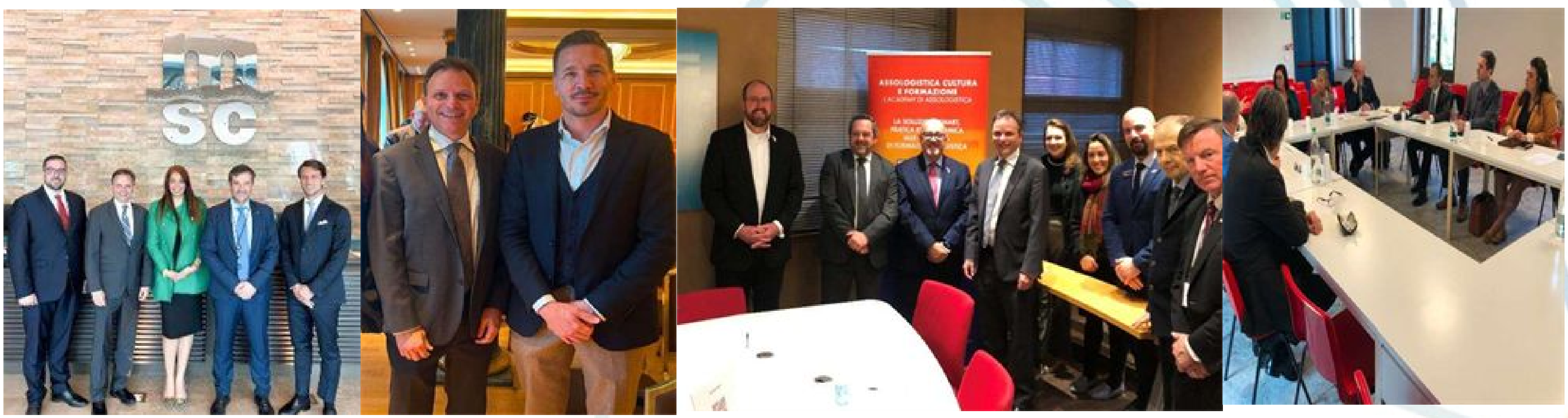
PURSUING NEW CONTAINER TRADE LANES



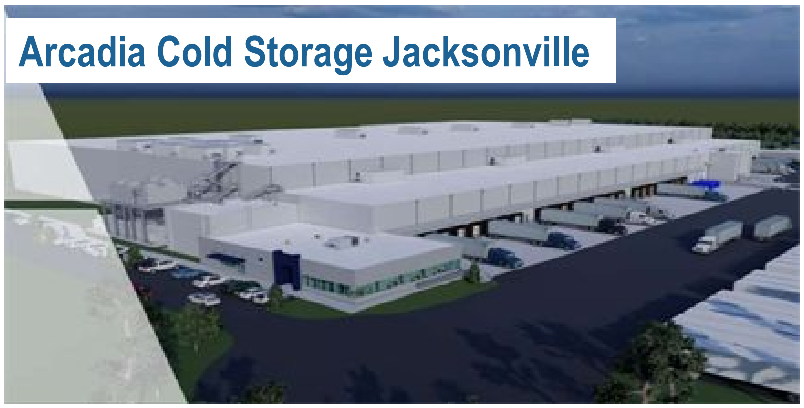
EUROPEAN TRADE MISSION 2024

Key Meetings:

- **Mediterranean Shipping Company –** ocean carrier
  - **Polmix –** industrial molding manufacturer
  - **Cosentino** – tile manufacturer
  - ***Assologistica* –** terminal and warehouse trade association



NEW BUSINESS AT JAXPORT



NEW CONTAINER VOLUMES

NEW VEHICLE VOLUMES

6


JAXPORT
JACKSONVILLE PORT AUTHORITY
COMMERCIAL
HIGHLIGHTS
Decmember 2024

Safety Report

December 2024

I. JAXPORT Employee Safety

a. Reportable Incidents

Since the October Safety Report, JAXPORT has experienced no additional reportable incidents, the total for CY24 remains at 5 reportable incidents per the OSHA Form 300.

b. Training

We continue our monthly safety training series. In November, we covered the topic of complacency and ensuring employees are developing safety habits and creating constant awareness. For December, we will cover general terminal safety topics.

II. JAXPORT Terminal Safety

a. Year-To-Date

For CY24, there have been 94 security violations (317 points). Most of the violations are related to parking in undesignated/prohibited parking areas and speeding. There have been 8 Level I (failure to maintain TWIC Escort) violations. 72 of the 94 violations occurred at Blount Island – 76%.

Type	Number
Level 1	39
Level 2	15
Level 3	7
Level 4	33

b. September 2024 Statistics

From October 4 thru November 30, there have been 4 new security violations. There was 1 violation at Talleyrand and 3 violations at Blount Island (1 of these violations was dismissed). Two of the violations at Blount Island were related to speeding greater than 20 mph over the speed limit.

Post Office Box 3005
2831 Talleyrand Avenue
Jacksonville, Florida 32206-0005

AWARDS COMMITTEE ZOOM MEETING MINUTES
November 21, 2024
3:00PM

Awards Committee Members Attending

Mr. Robert Peek, Chair
~~Mrs. Chelsea Kavanagh, Co-Chair~~
Mrs. Beth McCague
Mr. Patrick "Joey" Greive
Mr. Bradley Burch
Mrs. Retta Rogers
Ms. Sandra Platt, Recording Secretary

Other Attendees

James Bennett
Christopher Good
Kathy Seabrook
John Schnippert
Jeff Gazaway (JE Dunn)
Tripper Jones
Jose Vazquez
Brandon Braziel
Ethan (JE Dunn)

Robert Peek
called the meeting to order at 3:00 PM

Item No. 1
AC2024-11-01
Terminal Development for SET – CM at Risk GMP8 Packages
JPA Project No.: B2022.11 JPA Contract No.: AE-1830 CO#17
JE Dunn Construction Company **$ 5,527,247.00**

A motion was made and seconded. The Awards Committee voted unanimously to award this contract.

Item No. 2
AC2024-11-02
BIMT Roof Replacement, B35 Shed #1
JPA Project No.: B2025.15 JPA Contract No.: MC-2018
Tecta America Corp **$ 1,779,550.00**

A motion was made and seconded. The Awards Committee voted unanimously to award this contract.

Item No. 3
AC2024-11-03
Roof Replacement Shed B-19 Transit Shed Three (GITMO)
JPA Project No.: B2021.06 JPA Contract No.: MC-1770E
Tecta America Corp **$ 1,298,790.00**

A motion was made and seconded. The Awards Committee voted unanimously to award this contract.

Item No. 4
AC2024-11-04
Technical Support & Quality Assurance during Manufacturing and Commissioning of New STS Cranes
JPA Project No.: C2024.01 JPA Contract No.: AE-1915 CO#03
Taylor Engineering, Inc. **$463,202.36**

A motion was made and seconded. The Awards Committee voted unanimously to award this contract.

Item No. 5
AC2024-11-05
Engineering & Design Services for Dames Point Canopy Exit Gate
JPA Project No.: D2024-08 JPA Contract No.: AE-1986 CO#01
Jacobs Engineering, Inc. **$42,600.00**

A motion was made and seconded. The Awards Committee voted unanimously to award this contract.

Item No. 6
AC2024-11-06
TMT West Property Clearing and Grubbing
JPA Project No.: T2020.01 JPA Contract No.: C-1728RR
South Fork Group, LLC **$278,100.00**

A motion was made and seconded. The Awards Committee voted unanimously to award this contract.

Item No. 7
AC2024-11-07
Purchase of Body Armor Kits for SOC
JPA Project No.: G2023.06 JPA Contract No.: EQ-1901C CO#01
GT Distributors **$ 7,692.00**

A motion was made and seconded. The Awards Committee voted unanimously to award this contract.

Item No. 8
AC2024-11-08
Reseal Pre-Cast Seams and Windows at D-1 Administration Building
JPA Project No.: D2025.05 JPA Contract No.: MC-2016/MC-2016A
Tecta America **$ 83,233.60**

A motion was made and seconded. The Awards Committee voted unanimously to award this contract.

Item No. 9
AC2024-11-09
Silicone Roof Coating - D-17 Cruise Terminal Building
JPA Project No.: D2025.01 JPA Contract No.: MC-2017
Tecta America **$ 248,900.00**

A motion was made and seconded. The Awards Committee voted unanimously to award this contract.

Item No. 10
AC2024-11-10
Exterior Air Duct Replacement at the Cruise Terminal Building
JPA Project No.: D2025.01 JPA Contract No.: MC-2017A
Carrier Corp. **$ 59,517.84**

A motion was made and seconded. The Awards Committee voted unanimously to award this contract.

Item No. 11
AC2024-11-11
Port Control "Vessel Scheduling" Software Modifications
JPA Project No.: 003.2042.193.25D JPA Contract No.: IT-1556R-A
Tidalis Americas **$ 28,400.00**

A motion was made and seconded. The Awards Committee voted unanimously to award this contract.

Item No. 12
AC2024-11-12
CAT Generator Repair JPA Contract No. EQ-2019 (PO 30359)
JPA Project G/L No.: 003.2044.177/178 **$ 79,470.00**
Westside Electric

A motion was made and seconded. The Awards Committee voted unanimously to award this contract.

Item No. 13
AC2024-11-13
BIMT Pond 8 CMAC Retrofit (Rescission of Award AC-2024-08-01)
JPA Project G/L No.: B2023.11 JPA Contract No. MC-1859B
Pars Construction Services LLC **$ 193,636.00**

A motion was made and seconded. The Awards Committee voted unanimously to award this contract.

Item No. 14
AC2024-11-14
PCOB Chiller Replacement of Aqua Snap 130T HVAC Unit
JPA Project G/L No.: 003.2035.173-25A JPA Contract No. MC-2019
Carrier Corp. **$ 228,946.07**

A motion was made and seconded. The Awards Committee voted unanimously to award this contract.

*The meeting was adjourned at **4:01 PM***

Items 1 – 3 requires Board Approval