Board of Directors Meeting

December 01, 2025 09:00 AM

Agenda Topic	Presenter
Agenda	
I. Pledge of Allegiance/Moment of Silence	Wendy Hamilton
II. Approval of Minutes - Board of Directors Meeting - September 29, 2025	
III. Public Comments	
IV. Presentation: Recognition of Immediate Past Chair Wendy Hamilton	Chair Palmer Clarkson
V. New Business	
BD2025-12-01 Public Transportation Agreement Blount Island Marine Terminal Roll-On/Roll-Off (RO/RO) Gate Complex and Roadway	Justin Ryan
BD2025-12-02 Public Transportation Agreement Physical and Cybersecurity Enhancements	Justin Ryan
AC2025-10-01 Milling and Asphalt Installation, Maintenance & Repair Services Watake, Inc.	James Bennett
AC2025-10-02 BIMT Hanjung Crane #8810 Refurbishment & IHI Crane #2253 Dismantle & Removal CO#2 (Refurbishment of Hanjung Crane #8811) Reading Crane & Engineering Co.	James Bennett
AC2025-11-01 Terminal Development for SET - Added Scope through Owner Directed Changes for Project Closeout JE Dunn Construction Co.	James Bennett
VI. CEO Update	Eric Green
VII. Reports	
R2025-12-01 Engineering and Construction Update	James Bennett
R2025-12-02 Financial Highlights & Monthly Financials/Vital Statistics	Joey Greive
R2025-12-03 Commercial Highlights	Robert Peek
R2025-12-04 Safety Update by Nick Primrose	Info Only

VIII. Other Business

Chair Palmer Clarkson

Approval of Travel - Chair Palmer Clarkson 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 November/December 2025 and January 2026.

IX. Miscellaneous

A. Awards Committee Meeting Minutes - 10/16/2025; 11/20/2025
B. Emergency Purchases - Brow Modification, Engineering & Weld Certification; Trolley Wheel Alignment of Crane 10486
C. Unbudgeted Transactions - None

X. Adjourn

Chair Palmer Clarkson

BOARD OF DIRECTORS' MEETING
Jacksonville Port Authority
2831 Talleyrand Avenue
September 29, 2025

A meeting of the Jacksonville Port Authority Board of Directors was held on Monday, September 29, 2025, at the Port Central Office Building, 2831 Talleyrand Avenue, Jacksonville, Florida. Chair Wendy Hamilton called the meeting to order at 8:57AM and welcomed all attendees. Board Member Charles Spencer 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. Charles Spencer, Member

Absent: 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. James Bennett, Chief Operating Officer
Mr. Robert Peek, Chief Commercial Officer
Ms. Linda Williams, Chief Administrative Officer
Mr. Nick Primrose, Chief, Regulatory Compliance
Ms. Chelsea Kavanagh, Chief Communications Officer
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 June 23, 2025, Board of Directors Meeting Minutes. After a motion by Mr. Slater and a second by Mr. Bean, the Board unanimously approved the minutes as submitted.

Public Comments

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

Presentation

COO James Bennett recognized Carol Nodine, Crane Maintenance Tech III, for reaching his 25-year milestone and thanked him for his service.

Chair Wendy Hamilton recognized Eric Green, CEO, for reaching his 20-year milestone and thanked him for his service.

Chairman's Update

Chair Hamilton called on Palmer Clarkson, Chair of the Audit Committee, for a brief recap of the CEO's annual review and evaluation presentation made earlier today at the Audit Committee meeting.

Mr. Clarkson stated that, based on a thorough review of the CEO's FY24/25 annual performance evaluation results, the Audit Committee unanimously recommends that the Board approve an annual performance compensation bonus of 30%, totaling $165,550. He noted that the Committee believes this award is well deserved and reflects Mr. Green's exceptional leadership and the outstanding work he has done for JAXPORT. Committee members Tom Slater and Soo Gilvarry both concurred, expressing their appreciation for Mr. Green's leadership and their pride in his accomplishments on behalf of the organization.

After a motion by Mr. Bean and a second by Mr. Clarkson, the Board voted to approve the CEO's FY24/25 annual performance compensation bonus of 30%.

Chair Hamilton reported that the Audit Committee proposed a slate of Board officers for the term beginning October 1, 2025, through October 30, 2026. The recommended slate is as follows: Palmer Clarkson, Chair; Soo Gilvarry, Vice Chair; Tom Slater, Treasurer; and Patrick Kilbane, Secretary.

Following a motion by Mr. Bean, seconded by Mr. Clarkson, the Board unanimously approved the proposed slate of officers for the 2025–2026 term.

Chair Hamilton stated that the incoming Vice Chair of the Board will serve as Chair of the Audit Committee. Soo Gilvarry will fill this role. Treasurer Tom Slater will also serve on the Audit Committee as well as Charles Spencer and Patrick Kilbane.

After a motion by Mr. Bean and a second by Mr. Clarkson, the Board unanimously approved the proposed slate of Audit Committee members for the 2025-2026 term.

New Business

BD2025-09-01 Management Policy #6 Employment

Ms. Linda Williams presented this submission for Board approval of amending Management Policy #6 to state: Management level positions and above may be appointed.

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

BD2025-09-02 Contribution to SET Terminal Development at Blount Island

Mr. James Bennett presented this submission for Board approval of a contribution to the Southeast Toyota project for the terminal development at Blount Island in an amount not to exceed $589,667.

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

AC2025-0922-02 Purchase of Eight (8) Gantry Motors for Hanjung Crane No. 8810 at BIMT – T-T Electric USA, LLC, CO#1

Mr. James Bennett presented this submission for Board approval of the issuance of Change Order No. 1 in the amount of $30,625.76 to T-T Electric USA, LLC for tariff charges on the Purchase of Eight (8) Gantry Motors for Crane No. 8810. The total cost to include Change Order No. 1 is $530,441.76

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

AC2025-0922-03 Dismantle, Removal & Disposal of TMT IHI Crane #1516 & DPMT Paceco Crane #108 - Global Rigging & Transport, LLC, CO#1

Mr. James Bennett presented this submission for Board approval of the issuance of Change Order No. 1 to Global Rigging & Transport LLC in the amount of $950,000.00. The total amount of the contract including Change Order No. 1 will be $3,063,000.00.

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

CEO UPDATE

Mr. Green began his CEO update by noting that JAXPORT is currently in the midst of hurricane season. He commended the team for their outstanding work over the weekend in monitoring the developments of the most recent hurricane and coordinating efforts with the U.S. Coast Guard. He added that the team continues to remind tenants of the importance of securing their facilities and assets, while also reinforcing personal preparedness measures with employees to ensure their safety and readiness.

Mr. Green reported that this month JAXPORT joined Florida state leaders on a European trade development mission. The delegation met with top global carriers in Switzerland and Italy, including MSC, Maersk, and CMA-CGM, as well as Italian manufacturers and freight forwarders. He noted that the group also participated in trade discussions with the Port of Livorno and the Florida–Italy Ports Working Group in Genoa. These efforts aim to expand trade opportunities and position JAXPORT as a potential direct container service with the region.

Mr. Green reported that JAXPORT recently welcomed a visit from federal partners. Acting MARAD Administrator Sang Yi toured Blount Island to see firsthand how federal investments are enhancing the port's capabilities. The visit also included a look at the newly modernized SSA Marine terminal, which was recently completed following a three-and-a-half-year construction period. Following the tour, Administrator Yi hosted a roundtable with U.S.-based carriers to discuss Jacksonville's important role in supporting a strong domestic maritime industry.

Mr. Green reported on developments at the Talleyrand terminal, where Enstructure continues to grow and diversify its business with new agreements with Mazda and Toyota. Beginning in December, Enstructure will provide vehicle processing services for Mazda imports from Japan and Mexico, as well as Toyota shipments to Puerto Rico. He noted that Enstructure will also assume the acreage being vacated by Southeast Toyota when they relocate to Blount Island. These new partnerships further strengthen Jacksonville's position as one of the nation's leading vehicle-handling ports.

Mr. Green transitioned from operations to finances, reporting that the FY 2026 budget was approved by City Council last week. He expressed appreciation, on behalf of his team and the Board, to Council Liaison Chris Miller and the entire Jacksonville City Council for their continued support of JAXPORT's growth and economic impact.

Mr. Green emphasized that employees are JAXPORT's most valuable assets and announced the launch of a new Employee Leadership Development Program. Beginning in January, directors and managers will participate in tailored sessions focused on leadership, communication, and collaboration. He noted that the program is designed to develop future leaders and ensure every employee understands their role in the port's ongoing success.

Mr. Green concluded his update with cruise operations highlights, noting that the *Carnival Elation* was recently ranked second in guest satisfaction across Carnival's fleet of 29 ships, based directly on passenger feedback. He added that Jacksonville's boarding experience scored very well, even amid higher summer travel volumes, and recognized the operations, public safety, and terminal teams for their efforts in ensuring smooth passenger experiences.

Reports

R2025-09-01 Engineering and Construction Update

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

R2025-09-02 Financial Highlights & Monthly Financials/Vital Statistics

Mr. Joey Greive provided Financial Highlights for the month of August 2025 and provided an overview of the financial and vital statistics.

R2025-09-03 Commercial Highlights

Mr. Robert Peek provided updated commercial highlights to the Board in their books for the month of September 2025.

R2025-09-04 Public Safety Update

Mr. Nick Primrose provided a Public Safety Report as info only.

Other Business

After a motion by Mr. Bean and a second by Mr. Clarkson, 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 September/October 2025.

Incoming Chair Palmer Clarkson approved the CEO's business travel for single trips which shall not exceed $5,000.00 for the period of 10/1/2025-9/30/2026.

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

BD2025-12-01

SUBMISSION FOR BOARD APPROVAL

SUBJECT: Public Transportation Grant Agreement –Blount Island Marine Terminal Roll-On/Roll-Off (RO/RO) Gate Complex and Roadway

Financial Project(s): 440264-4

COST: $4,000,000 (50%-50% match) **BUDGETED:** YES

BACKGROUND: JAXPORT continues to advance its strategic initiatives to grow both its Roll-On/Roll-Off (RO/RO) and containerized cargo businesses, reinforcing the Port's position as a premier gateway for global trade. These efforts are supported by targeted upland infrastructure upgrades designed to accommodate rising cargo volumes and enhance operational efficiency.

To maintain competitiveness and service excellence, JAXPORT is prioritizing infrastructure improvements that support long-term growth in both RO/RO and containerized operations.

The next phase of development includes the construction of a new RO/RO Gate Complex and associated roadway infrastructure at Blount Island Marine Terminal. This project will establish a direct connection between Dave Rawls Boulevard and Blount Island Boulevard, streamlining access to RO/RO Berths 20–22 and supporting continued expansion of our automotive logistics capabilities.

STATUS: The Florida Department of Transportation (FDOT) has presented a Public Transportation Grant Agreement (PTGA) to support a total project cost of $4,000,000. This agreement represents a 50% state contribution in the amount of $2,000,000 to be matched by JAXPORT with $2,000,000 in local funds. The agreement will enable JAXPORT to initiate construction activities associated with the project.

To proceed, FDOT requires a formal resolution authorizing the Chief Executive Officer to execute the PTGA and any subsequent amendments necessary to advance the project.

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

BD2025-12-01

SUBMISSION FOR BOARD APPROVAL

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

Justin Ryan
Justin Ryan (Nov 18, 2025 12:07:30 EST)
Signature and Date

SUBMITTED FOR APPROVAL:

Eric Green
Chief Executive Officer

Eric B. Green
Eric B. Green (Nov 19, 2025 12:51:04 EST)
Signature and Date

BOARD APPROVAL:

Dec. 1, 2025
Meeting Date

Rebecca Dicks/Recording Secretary

ATTEST:

Patrick Kilbane, Secretary

J. Palmer Clarkson, Chair

A RESOLUTION OF THE JACKSONVILLE 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 THE CONSTRUCTION OF A NEW ROLL-ON/ROLL-OFF (RO/RO) GATE COMPLEX AND ROADWAY AT BLOUNT ISLAND MARINE TERMINAL

WHEREAS, the Jacksonville Port Authority (JAXPORT) has been presented with a Public Transportation Grant Agreement with the Florida Department of Transportation (FDOT) FM 440264-4 for the construction of a new RO/RO Gate Complex and associated roadway infrastructure. at Blount Island Marine Terminal; and

WHEREAS, FDOT and JAXPORT have agreed that FDOT will provide funds of $2,000,000 towards the total project cost of $4,00,000.00 under Reimbursement Payment Provisions according to the terms and conditions of the Public Transportation Grant Agreement.

NOW THEREFORE, BE IT RESOLVED by JAXPORT:

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

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: This resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this 1st day of December 2025.

JACKSONVILLE PORT AUTHORITY

(Official Seal)

____

J. Palmer Clarkson, Chair

____

Patrick Kilbane, Secretary

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-01
STRATEGIC DEVELOPMENT
OGC 03/25

Financial Project Number(s): (item-segment-phase-sequence)		Fund(s):	LF, PORT	FLAIR Category:	088794
440264-4-94-01		Work Activity Code/Function:	215	Object Code:	751000
		Federal Award Identification Number (FAIN) – Transit only:		Org. Code:	55022020229
				Vendor Number:	F593730270002
Contract Number:		Federal Award Date:			
CFDA Number:	N/A	Agency UEI Number:	06-190-0957		
CFDA Title:	N/A				
CSFA Number:	55.005				
CSFA Title:	Seaport Grant Program				

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 Blount Island Marine Ro/Ro Gate Complex and Roadway , 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**
    X **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)
    _ **Other**

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)
    X *Exhibit C: Terms and Conditions of Construction
    X Exhibit D: Agency Resolution
    X Exhibit E: Program Specific Terms and Conditions
    X 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, 2030. 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 $4,000,000. 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 $2,000,000 and, the Department's participation in the Project shall not exceed 50.00% 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 15% 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:

i. "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing and equivalent function.

ii. "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.

iii. "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 for 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, 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. 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.

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:

____

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)): Blount Island Marine Ro/Ro Gate Complex and Roadway

B. Project Location (limits, city, county, map): Jacksonville, FLORIDA

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): This Project includes all the work to develop a new security gate entrance and complex at Blount Island Marine Terminal. This work includes all preliminary engineering and permitting to include but not limited to environmental surveys and evaluations, environmental mitigation assessments, permitting, topographic surveys, geotechnical services, preconstruction engineering and design for plan development (e.g. 30 / 60 / 90 / 100% and as-builts), cost estimating, bid support services, and post-design services to include engineering services during construction, construction inspection services, and construction management services.

The project also includes all components of construction to include but not limited to: Mobilization/demobilization; Roadway construction (earthwork, soil improvement work, asphalt paving, base, stormwater management and drainage systems, form work, concrete medians, temporary and permanent barriers, pavement markings and striping, ground covering); temporary facilities necessary for construction, contractor standby; signage and way finding, lighting; Building complex construction (building structure and canopies, foundations, steel, structural components, support columns, cast-in-place concrete and precast concrete, roofing, utilities, ventilation systems, windows, mechanical equipment and services, interior finishes; lighting, electrical components and systems, exterior finishes, flooring, fire protection systems, cathodic and lightening protection, painting, siding, masonry, temperature controlling system), and associated parking.

The project encompasses all necessary security requirements, systems, and supporting infrastructure, which may include but are not limited to perimeter security upgrades such as fencing, gates, barricades, turnstiles, ballistic reinforcement, and other access control measures; surveillance and monitoring technologies including CCTV platforms, cameras, biometric screening tools, detection sensors, and related equipment; access control and communications through electronic systems, interoperable platforms, and potential modifications to existing checkpoints to support new entry and communication needs; cybersecurity and IT/OT improvements such as installing, upgrading or replacing outdated network components, hardware, and related infrastructure; and emergency communication systems including public address, signage, and alerting technologies to support facility-wide safety and readiness.

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.

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
440264-4-94-01	PORT	088794	2026	751000	55.005	Seaport Grant Program	$2,000,000.00
440264-4-94-01	LF	088794	2026	--	--	Local Funds	$2,000,000.00
	Total Financial Assistance						$4,000,000.00

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	$2,000,000.00	$2,000,000.00	$0.00	$4,000,000.00	50.00	50.00	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	$2,000,000.00	$2,000,000.00	$0.00	$4,000,000.00			

*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)	
Common Name/UZA Name (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.

Brian Austin
Department Grant Manager Name

Signature Date

EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

1. **Design and Construction Standards and Required Approvals.**

   a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.

   b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Kyle Coffman (email: kyle.coffman@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.

   c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.

   d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).

   e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.

   f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

2. **Construction on the Department's Right of Way.** If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

   a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.

b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.

c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.

d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is __.

e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.

f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.

g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.

h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.

j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.

k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.

l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.

m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.

n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.

o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.

p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense, without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.

r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.

s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.

t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation): Not Applicable

u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info:

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

3. **Engineer's Certification of Compliance.** The Agency shall complete and submit and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

ENGINEER'S CERTIFICATION OF COMPLIANCE

PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and ______________________________

PROJECT DESCRIPTION: ______________________________

DEPARTMENT CONTRACT NO.: ______________________________

FINANCIAL MANAGEMENT NO.: ______________________________

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans for construction on the Department's Right of Way certified by the Engineer of Record/CEI.

By: ______________________________, P.E.

SEAL:

Name: ______________________________

Date: ______________________________

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

EXHIBIT E
PROGRAM SPECIFIC TERMS AND CONDITIONS – SEAPORTS

A. General.

1. These assurances shall form an integral part of the Agreement between the Department and the Agency.
2. These assurances delineate the obligations of the parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit "A", Project Description and Responsibilities** and **Exhibit "B", Schedule of Financial Assistance** as well as serving to protect public investment in seaports and the continued viability of the State Seaport System.
3. The Agency shall comply with the assurances as specified in this Agreement.

B. Required Documents. The documents listed below, as applicable, are required to be submitted to the Department by the Agency in accordance with the terms of this Agreement:

1. Quarterly Progress Reports provided within thirty (30) days of the end of each calendar year quarter, if requested by the Department.
2. Electronic invoice summaries and backup information, including a progress report must be submitted to the District Office when requesting payment.
3. All proposals, plans, specifications, and third party contracts covering the Project.
4. The Agency will upload required and final close out documents to the Department's web-based grant management system (e.g., SeaCIP.com).

C. Duration of Terms and Assurances.

1. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for a seaport development project, but shall not exceed 20 years from the effective date of this Agreement.
2. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by the State of Florida.

D. Compliance with Laws and Rules. The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and local governments, which may apply to the Project. Including but not limited to the following (current version of each):

1. Chapter 311, Florida Statutes (F.S.)
2. Local Government Requirements
   - **a.** Local Zoning/Land Use Ordinance
   - **b.** Local Comprehensive Plan

E. Construction Certification. The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, including but not limited to the following:

1. Federal Requirements
2. Local Government Requirements
   - **a.** Local Building Codes
   - **b.** Local Zoning Codes
3. Department Requirements
   - **a.** Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
   - **b.** Manual on Uniform Traffic Control Devices

F. Consistency with Local Government Plans.

1. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the seaport.
2. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.

3. The Agency assures that the Comprehensive Master Plan, if applicable, is incorporated as part of the approved local government comprehensive plan as required by Chapter 163, F.S.

G. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

1. Acquire the land in accordance with federal and state laws governing such action.
2. Maintain direct control of Project administration, including:
   - **a.** Maintain responsibility for all related contract letting and administrative procedures.
   - **b.** Ensure a qualified, State certified general appraiser provides all necessary services and documentation.
   - **c.** Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
   - **d.** Establish a Project account for the purchase of the land.
   - **e.** Collect and disburse federal, state, and local Project funds.
3. The Agency assures that it shall use the land for seaport purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.

H. Preserving Rights, Powers and Interest.

1. The Agency will not take or permit any action that would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, it will act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
2. If an arrangement is made for management and operation of the funded facility or equipment by any entity or person other than the Agency, the Agency shall reserve sufficient rights and authority to ensure that the funded facility or equipment will be operated and maintained in accordance with the terms and assurances of this Agreement.
3. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in the funded facility or equipment without prior written approval by the Department. This assurance shall not limit the Agency’s right to lease seaport property, facilities or equipment for seaport-compatible purposes in the regular course of seaport business.

I. Third Party Contracts. The Department reserves the right to approve third party contracts, except that written approval is hereby granted for:

1. Execution of contracts for materials from a valid state or intergovernmental contract. Such materials must be included in the Department approved Project scope and/or quantities.
2. Other contracts less than $5,000.00 excluding engineering consultant services and construction contracts. Such services and/or materials must be included in the Department approved Project scope and/or quantities.
3. Construction change orders less than $5,000.00. Change orders must be fully executed prior to performance of work.
4. Contracts, purchase orders, and construction change orders (excluding engineering consultant services) up to the threshold limits of Category Three. Such contracts must be for services and/or materials included in the Department approved Project scope and/or quantities. Purchasing Categories and Thresholds are defined in Section 287.017, F.S., and Chapter 60, Florida Administrative Code. The threshold limits are adjusted periodically for inflation, and it shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Agreement comply with the current threshold limits. Obligations made in excess of the appropriate limits shall be cause for Department non-participation.
5. In all cases, the Agency shall include a copy of the executed contract or other agreement with the backup documentation of the invoice for reimbursement of costs associated with the contract.

J. Inspection or verification and approval of deliverables. Section 215.422(1), F.S., allows 5 working days for the approval and inspection of goods and services unless the bid specifications, purchase orders, or contracts specifies otherwise. The Agreement extends this timeline by specifying that the inspection or verification and approval of deliverables shall take no longer than 20 days from the Department’s receipt of an invoice.

K. Federal Navigation Projects

1. Funding reimbursed from any federal agency for this Project shall be remitted to the Department, in an amount proportional to the Department's participating share in the Project. The Agency shall remit such funds to the Department immediately upon receipt.
2. Department funding, as listed in **Exhibit "B", Schedule of Financial Assistance**, may not be used for environmental monitoring costs.

-- ***End of Exhibit E*** --

Exhibit E1

PROGRAM SPECIFIC TERMS AND CONDITIONS

(Prohibition on Discrimination Based on Health Care Choices)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. **Statutory Reference.** Section 339.08, F.S. and Section 381.00316, F.S.

2. **Statutory Compliance.** Pursuant to Section 339.08, F.S., the Department may not expend state funds to support a project or program of certain entities if the entity is found to be in violation of Section 381.00316, F.S. The Department shall withhold state funds until the entity is found to be in compliance with Section 381.00316, F.S. This shall apply to any of the following entities:

    a. A public transit provider as defined in s. 341.031(1), F.S.;
    b. An authority created pursuant to chapter 343, F.S., chapter 348, F.S., or chapter 349, F.S.; c. A public-use airport as defined in s. 332.004, F.S.; or
    d. A port listed in s. 311.09(1), F.S.

- End of Exhibit E1 -

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://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/manuals/agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_6

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: Seaport Grant Program
CSFA Number: 55.005
***Award Amount:** $2,000,000

*The award amount may change with amendments

Specific project information for CSFA Number 55.005 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 55.005 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

BD2025-12-02

SUBMISSION FOR BOARD APPROVAL

SUBJECT:	**Public Transportation Grant Agreement – Physical & Cybersecurity Enhancements**
Financial Project(s): 444930-4	
COST: $149,859.50 (75%-25% match)	**BUDGETED:** YES

BACKGROUND: JAXPORT continues to advance its strategic initiatives to ensure the safety, compliance, and operational efficiency of its MTSA-regulated seaport facilities. These efforts are supported by targeted investments in physical and cybersecurity infrastructure designed to address evolving security threats and maintain regulatory readiness.

To support long-term resilience and secure port operations, JAXPORT is prioritizing enhancements that strengthen both landside and waterside security capabilities.

The next phase of development includes the implementation of integrated physical and cybersecurity upgrades across cargo and cruise terminals, operational facilities, and access points. This project will also include critical improvements to marine patrol systems in support of U.S. Coast Guard-mandated patrol and response functions.

STATUS: The Florida Department of Transportation (FDOT) has presented a Public Transportation Grant Agreement (PTGA) to support a total project cost of $149,859.50. This funding represents a 75% state contribution ($112,394.62), to be matched by JAXPORT with $37,464.88 in local funds. The agreement will enable JAXPORT to initiate construction activities associated with the project.

To proceed, FDOT requires a formal resolution authorizing the Chief Executive Officer to execute the PTGA and any subsequent amendments necessary to advance the project.

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

BD2025-12-02

SUBMISSION FOR BOARD APPROVAL

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

Justin Ryan
Justin Ryan (Nov 20, 2025 12:48:08 EST)
Signature and Date

SUBMITTED FOR APPROVAL:

Eric Green
Chief Executive Officer

Eric B. Green
Eric B. Green (Nov 20, 2025 13:01:45 EST)
Signature and Date

BOARD APPROVAL:

DEC. 1, 2025
Meeting Date

Rebecca Dicks/Recording Secretary

ATTEST:

Patrick Kilbane, Secretary

J. Palmer Clarkson, Chair

A RESOLUTION OF THE JACKSONVILLE 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 FY2025 FOR PHYSICAL AND CYBERSECURITY ENHANCEMENTS AT JAXPORT FACILITIES

WHEREAS, the Jacksonville Port Authority (JAXPORT) has been presented with a Public Transportation Grant Agreement with the Florida Department of Transportation (FDOT) FM 444930-4 for the implementation of physical and cybersecurity enhancements across JAXPORT's MTSA-regulated seaport facilities; and

WHEREAS, FDOT and JAXPORT have agreed that FDOT will provide funds to support a total project cost of $149,859.50 with a state contribution of $112,394.62 under Reimbursement Payment Provisions according to the terms and conditions of the Public Transportation Grant Agreement.

NOW, THEREFORE, BE IT RESOLVED by JAXPORT:

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

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: This resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this 1st day of December 2025.

JACKSONVILLE PORT AUTHORITY

(Official Seal)

____
J. Palmer Clarkson, Chair

____
Patrick Kilbane, Secretary

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 10/25

Financial Project Number(s): (item-segment-phase-sequence)		Fund(s):	DPTO, LF	FLAIR Category:	088794
444930-1-94-06		Work Activity Code/Function:	215	Object Code:	751000
		Federal Award		Org. Code:	55022020229
		Identification Number (FAIN) – Transit only:		Vendor Number:	F593730270002
Contract Number:		Federal Award Date:			
CFDA Number:	N/A	Agency UEI Number:	06-190-0957		
CFDA Title:	N/A				
CSFA Number:	55.005				
CSFA Title:	Seaport Grant Program				

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) 311, 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 Physical and Cybersecurity Enhancements, 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**
   X **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)
   _ **Other**

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)
   X *Exhibit C: Terms and Conditions of Construction
   X Exhibit D: Agency Resolution
   X Exhibit E: Program Specific Terms and Conditions
   X Exhibit E1: Prohibition Based on Health Care Choices
   _ Exhibit E2: Exterior Vehicle Wrap, Tinting, Paint, Marketing and Advertising (Transit)

__ Exhibit E3: Geoengineering and Weather Modification Reporting (Aviation)
__ Exhibit E4: Energy Policy Goals Reporting
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, 2030. 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 $149,859.50. 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 $112,394.62 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 15% 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:

- **i.** "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing and equivalent function.
- **ii.** "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.
- **iii.** "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 for 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, 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. 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.

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 10/25

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)): This Agreement provides for the Department's financial participation in JAXPORT's Physical and Cybersecurity Enhancements. This project has two components:

Component 1: Portwide Physical and Cybersecurity Enhancements

JAXPORT intends to implement a set of integrated physical and cybersecurity measures across its cargo and cruise terminals, operational facilities, and MTSA access points. These enhancements will address identified vulnerabilities, maintain regulatory compliance, and support evolving facility security requirements over the life of the project.

Component 2: Portwide Waterside Security Enhancements

JAXPORT will also prioritize critical improvements to waterside security capabilities to support Coast Guard-mandated patrol and response functions. This includes technology, equipment, and system enhancements for JAXPORT's marine patrol units to ensure full operational readiness. These improvements will increase the ability to support coordinated incident response with local, state, and federal partners and are consistent with U.S. Coast Guard Sector Jacksonville priorities and FEMA's National Preparedness Goals.

B. Project Location (limits, city, county, map): Jacksonville, Florida

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): This project includes the procurement and installation of capital equipment to support portwide physical and cybersecurity enhancements. Allowable costs may include, but are not limited to, access control and interoperable communication platforms; cybersecurity systems and supporting IT/OT infrastructure, including replacement of obsolete components; emergency communication tools, such as fixed or mobile electronic signage, public address systems, and alerting technologies; marine safety and interdiction equipment, including navigational systems, emergency response tools, and vessel communications; perimeter security infrastructure, such as fencing, gates, barricades, turnstiles, ballistic reinforcement, and related systems; surveillance and monitoring technologies, including fixed and mobile CCTV platforms, thermal cameras, biometric screening, license plate recognition, and detection sensors; and design, engineering, integration, software, installation, and technical support services necessary for implementation and operational continuity.

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):

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 10/25

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.

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PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 10/25

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
444930-1-94-06	DPTO	088794	2026	751000	55.005	Seaport Grant Program	$112,394.62
444930-1-94-06	LF	088794	2026	--	--	Local Matching Funds	$37,464.88
	Total Financial Assistance						$149,859.50

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	$112,394.62	$37,464.88	$0.00	$149,859.50	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	$112,394.62	$37,464.88	$0.00	$149,859.50			

*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)	
Common Name/UZA Name (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.

Brian Austin
Department Grant Manager Name

Signature Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION GRANT AGREEMENT EXHIBITS

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STRATEGIC DEVELOPMENT
OGC 10/25

EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

1. Design and Construction Standards and Required Approvals.

a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.

b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Kyle Coffman (email: kyle.coffman@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.

c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.

d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).

e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.

f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

2. Construction on the Department's Right of Way. If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.

b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.

c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.

d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is __.

e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.

f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.

g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.

h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.

j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.

k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.

l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.

m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.

n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.

o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.

p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense, without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.

r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.

s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.

t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation): Not Applicable

u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info:

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

3. **Engineer's Certification of Compliance.** The Agency shall complete and submit and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 10/25

ENGINEER'S CERTIFICATION OF COMPLIANCE

PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and ____

PROJECT DESCRIPTION: ____

DEPARTMENT CONTRACT NO.: ____

FINANCIAL MANAGEMENT NO.: ____

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans for construction on the Department's Right of Way certified by the Engineer of Record/CEI.

By: ________________________________, P.E.

SEAL:

Name: ________________________________

Date: ________________________________

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 10/25

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 10/25

EXHIBIT E
PROGRAM SPECIFIC TERMS AND CONDITIONS – SEAPORTS

A. General.
1. These assurances shall form an integral part of the Agreement between the Department and the Agency.
2. These assurances delineate the obligations of the parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit "A", Project Description and Responsibilities** and **Exhibit "B", Schedule of Financial Assistance** as well as serving to protect public investment in seaports and the continued viability of the State Seaport System.
3. The Agency shall comply with the assurances as specified in this Agreement.

B. Required Documents. The documents listed below, as applicable, are required to be submitted to the Department by the Agency in accordance with the terms of this Agreement:
1. Quarterly Progress Reports provided within thirty (30) days of the end of each calendar year quarter, if requested by the Department.
2. Electronic invoice summaries and backup information, including a progress report must be submitted to the District Office when requesting payment.
3. All proposals, plans, specifications, and third party contracts covering the Project.
4. The Agency will upload required and final close out documents to the Department's web-based grant management system (e.g., SeaCIP.com).

C. Duration of Terms and Assurances.
1. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for a seaport development project, but shall not exceed 20 years from the effective date of this Agreement.
2. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by the State of Florida.

D. Compliance with Laws and Rules. The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and local governments, which may apply to the Project. Including but not limited to the following (current version of each):
1. Chapter 311, Florida Statutes (F.S.)
2. Local Government Requirements
   a. Local Zoning/Land Use Ordinance
   b. Local Comprehensive Plan

E. Construction Certification. The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, including but not limited to the following:
1. Federal Requirements
2. Local Government Requirements
   a. Local Building Codes
   b. Local Zoning Codes
3. Department Requirements
   a. Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
   b. Manual on Uniform Traffic Control Devices

F. Consistency with Local Government Plans.
1. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the seaport.
2. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.

3. The Agency assures that the Comprehensive Master Plan, if applicable, is incorporated as part of the approved local government comprehensive plan as required by Chapter 163, F.S.

G. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

1. Acquire the land in accordance with federal and state laws governing such action.
2. Maintain direct control of Project administration, including:
    a. Maintain responsibility for all related contract letting and administrative procedures.
    b. Ensure a qualified, State certified general appraiser provides all necessary services and documentation.
    c. Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
    d. Establish a Project account for the purchase of the land.
    e. Collect and disburse federal, state, and local Project funds.
3. The Agency assures that it shall use the land for seaport purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.

H. Preserving Rights, Powers and Interest.

1. The Agency will not take or permit any action that would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, it will act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
2. If an arrangement is made for management and operation of the funded facility or equipment by any entity or person other than the Agency, the Agency shall reserve sufficient rights and authority to ensure that the funded facility or equipment will be operated and maintained in accordance with the terms and assurances of this Agreement.
3. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in the funded facility or equipment without prior written approval by the Department. This assurance shall not limit the Agency's right to lease seaport property, facilities or equipment for seaport-compatible purposes in the regular course of seaport business.

I. Third Party Contracts. The Department reserves the right to approve third party contracts, except that written approval is hereby granted for:

1. Execution of contracts for materials from a valid state or intergovernmental contract. Such materials must be included in the Department approved Project scope and/or quantities.
2. Other contracts less than $5,000.00 excluding engineering consultant services and construction contracts. Such services and/or materials must be included in the Department approved Project scope and/or quantities.
3. Construction change orders less than $5,000.00. Change orders must be fully executed prior to performance of work.
4. Contracts, purchase orders, and construction change orders (excluding engineering consultant services) up to the threshold limits of Category Three. Such contracts must be for services and/or materials included in the Department approved Project scope and/or quantities. Purchasing Categories and Thresholds are defined in Section 287.017, F.S., and Chapter 60, Florida Administrative Code. The threshold limits are adjusted periodically for inflation, and it shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Agreement comply with the current threshold limits. Obligations made in excess of the appropriate limits shall be cause for Department non-participation.
5. In all cases, the Agency shall include a copy of the executed contract or other agreement with the backup documentation of the invoice for reimbursement of costs associated with the contract.

J. Inspection or verification and approval of deliverables. Section 215.422(1), F.S., allows 5 working days for the approval and inspection of goods and services unless the bid specifications, purchase orders, or contracts specifies otherwise. The Agreement extends this timeline by specifying that the inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of an invoice.

K. Federal Navigation Projects

1. Funding reimbursed from any federal agency for this Project shall be remitted to the Department, in an amount proportional to the Department's participating share in the Project. The Agency shall remit such funds to the Department immediately upon receipt.
2. Department funding, as listed in **Exhibit "B", Schedule of Financial Assistance**, may not be used for environmental monitoring costs.

-- ***End of Exhibit E*** --

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 03/25

Exhibit E1

PROGRAM SPECIFIC TERMS AND CONDITIONS

(Prohibition on Discrimination Based on Health Care Choices)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. **Statutory Reference.** Section 339.08, F.S. and Section 381.00316, F.S.

2. **Statutory Compliance.** Pursuant to Section 339.08, F.S., the Department may not expend state funds to support a project or program of certain entities if the entity is found to be in violation of Section 381.00316, F.S. The Department shall withhold state funds until the entity is found to be in compliance with Section 381.00316, F.S. This shall apply to any of the following entities:

    a. A public transit provider as defined in s. 341.031(1), F.S.;
    b. An authority created pursuant to chapter 343, F.S., chapter 348, F.S., or chapter 349, F.S.; c. A public-use airport as defined in s. 332.004, F.S.; or
    d. A port listed in s. 311.09(1), F.S.

- End of Exhibit E1 -

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 10/25

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://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/manuals/agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_6

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 10/25

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: Seaport Grant Program
CSFA Number: 55.005
***Award Amount:** $112,394.62

*The award amount may change with amendments

Specific project information for CSFA Number 55.005 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 55.005 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-2025-10-01		10/16/2025
Reference No.	**File**	**Date**

SUBJECT: 25-10 Milling & Asphalt Installation, Maintenance & Repair Services
JPA Project No.: Various GL-5366 JPA Contract No.: 25-10
Watake, Inc

COST: $2,100,000.00 (Estimated) ☒ **BUDGETED** ☐ **NON-BUDGETED**

BACKGROUND:

On August 12, 2025, Procurement Services solicited bids from qualified firms to furnish all supervision, labor, material and equipment to complete Milling and Asphalt Maintenance and repair services for 1" – 7" thickness. All millings will be retained by JAXPORT. A location on each terminal will be identified for the Contractor to store millings. Prices must include hauling off-site deleterious material, storing milled asphalt on the terminal at designated location and installation of 1" – 7" Type S-1 asphalt surface and compaction. In addition to general milling and asphalt repairs, JAXPORT may require minor repairs for potholes and repairs to asphalt around storm drains and railroad crossings. All services to be performed based on a per square foot, ton or each as per the pricing matrix established in the RFP under categories A thru G (See attached pricing matrix).

On September 18, 2025 Procurement Services received five (5) Conforming bids from Watake, Inc., Pars Construction, Hager Construction, Tether, Inc., and 1st Choice Engineering, Construction, & Development LLC and one (1) Non-Conforming Bid from Janus Construction Co. After review of the conforming bids received, it is the consensus of the Engineering Department to recommend award to Watake, Inc., who offered the lowest responsive and responsible bid.

This is a budgeted operating expense for FY26 and will be funded with JPA funds.

RECOMMENDATION:

Management recommends that the Board of Director's approves the issuance of a contract to Watake, Inc. for Milling and Asphalt Maintenance and Repair Services in the estimated amount of $2,100,000.00. The initial contract period is three (3) years with (2) one-year (1) renewal options made at the sole discretion of JAXPORT, based on vendor's performance and adherence to all terms and conditions of the contract.

AC2025-10-01

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: Watake's Bid Form dated 09/18/2025, Unofficial Bid Results

ORIGINATED BY:

James Jones
James Jones (Oct 21, 2025 15:38:20 EDT)

James Jones, Sr. Director, Engineering & Construction

SUBMITTED FOR APPROVAL

Christopher Good
Christopher Good (Oct 21, 2025 15:40:46 EDT)

Christopher Good, Director, Procurement Services

AWARDS COMMITTEE ACTION

Approved

APPROVED/REJECTED/DEFERRED

CONDITIONS OF APPROVAL (IF ANY):

Raynesha Jones
Raynesha Jones (Oct 21, 2025 10:47:55 EDT)

Raynesha Jones, Secretary to Awards Committee

Bradley Burch
Bradley Burch (Oct 21, 2025 15:04:06 EDT)

Bradley Burch, Chair to Awards Committee

CHIEF EXECUTIVE OFFICER ACTION

Approved

APPROVED/REJECTED/DEFERRED

CONDITIONS OF APPROVAL (IF ANY):

Eric B. Green
Eric B. Green (Oct 22, 2025 11:52:01 EDT)

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**

ATTACHMENT NO. 1

ARTICLE III
BID FORM (REVISED 09/15/2025)

BIDDER'S NAME: WATAKE INC

BEFORE COMPLETING THIS FORM, ALL BIDDERS SHOULD READ THE FOLLOWING INSTRUCTIONS CAREFULLY AND BE SURE THEY PREPARE THEIR BIDS ACCORDINGLY. FAILURE TO COMPLY WITH THESE INSTRUCTIONS MAY RESULT IN REJECTION OF THE BID OR MAY RESULT IN ANOTHER COMPANY BEING AWARDED THE CONTRACT.

JAXPORT is requesting Bids to provide milling and repair of 1" - 7" thick asphalt located at JAXPORT's various marine terminals. Pricing must include hauling off-site excess materials, store millings on-site, and the installation of 1" - 7" Type S-1 asphalt surface and compaction. Services are to be performed on an as needed basis. Work includes, but is not limited to providing all labor, materials, equipment, tools, and services required to supply, deliver, and install 1" - 7" Type S-1 asphalt surface and compaction, per the specifications and requirements included in this document. In addition to general milling and asphalt repairs, JAXPORT may require minor repairs for potholes and repairs to asphalt around storm drains and railroad crossings.

The undersigned hereby proposes to furnish all labor, supervision, materials and equipment necessary to perform these services in accordance with the specifications stated in this Invitation to Bid No. **25-10**, at the stated prices listed below:

ASPHALT SPECIFICATIONS AND COST

Installation, milling, and repair of asphalt shall be priced on a per square foot cost. Unit prices must include all labor, supervision, materials, equipment, and any other costs necessary to perform these services. The quantities listed are representative of the work to be completed; however, there may be variations in the type of work and the quantities based on JAXPORT's actual needs at the time the service is requested. Repairs within a 750 ft radius shall be considered as a singular repair, with the total sum of the areas being charged against the applicable pay item, unless otherwise determined by the Engineer.

CATEGORIES OF WORK (A THRU G)

Specify Unit Price (Square Foot, Ton, or Each) as Per Quantities Listed

A. MILLING AND REPAIR OF ASPHALT AT 2" THICKNESSES

DESCRIPTION	ESTIMATED QUANTITY (SQ. FT.)	UNIT PRICE PER SQ. FT. ($)	EXTENDED PRICE ($)
UP TO 500 SQ. FT.	500	$ 4.00	$ 2,000.00
501 SQ. FT. – 1,000 SQ. FT	2,000	$ 4.00	$ 8,000.00
1,001 SQ. FT. – 5,000 SQ. FT.	42,000	$ 3.50	$ 147,000.00
5,001 SQ. FT. – 10,000 SQ. FT.	33,000	$ 3.50	$ 115,500.00
10,001 SQ. FT. – 25,000 SQ. FT.	20,000	$ 3.50	$ 70,000.00
		CATEGORY "A" TOTAL	$ 342,500.00

ATTACHMENT NO. 1

B. OVERLAY REPAIRS

DESCRIPTION	ESTIMATED QUANTITY (SQ. FT.)	UNIT PRICE PER SQ. FT. ($)	EXTENDED PRICE ($)
1" THICK LIFT (UP TO 4,000 SQ. FT)	15,000	$ 2.00	$ 30,000.00
2" THICK LIFT (UP TO 4,000 SQ. FT)	15,000	$ 2.50	$ 33,000.00
3" THICK LIFT (UP TO 4,000 SQ. FT)	2,000	$ 2.85	$ 5,700.00
CATEGORY "B" TOTAL			$ 68,700.00

C. SAWCUT, PATCH AND HAUL OFF DEBRIS - Includes potholes, storm drains, and railroad crossings.

DESCRIPTION	ESTIMATED QUANTITY (SQ. FT.)	UNIT PRICE PER SQ. FT. ($)	EXTENDED PRICE ($)
2" THICK LIFT	200	$ 3.00	$ 600.00
4" THICK LIFT	200	$ 4.85	$ 970.00
6" THICK LIFT	1,500	$ 5.00	$ 7,500.00
CATEGORY "C" TOTAL			$ 9,070.00

D. SAWCUT, GRADE, LIMEROCK, COMPACT, ASPHALT, AND HAUL OFF DEBRIS

DESCRIPTION	ESTIMATED QUANTITY (SQ. FT.)	UNIT PRICE PER SQ. FT. ($)	EXTENDED PRICE ($)
6" THICK LIMEROCK AND 5" THICK ASPHALT LIFT (0" TO 5,000 SQ. FT.)	200	$ 4.00	$ 800.00
6" THICK LIMEROCK AND 6" THICK ASPHALT LIFT (0" TO 5,000 SQ. FT.)	200	$ 6.00	$ 1,200.00
6" THICK LIMEROCK AND 7" THICK ASPHALT LIFT (0" TO 5,000 SQ. FT.)	5,000	$ 6.20	$ 31,000.00
CATEGORY "D" TOTAL			$ 33,000.00

ATTACHMENT NO. 1

E. <u>MILLING AND REPAIR OF ASPHALT AT 2" THICKNESSES BETWEEN RAIL (INCLUDING HANDWORK)</u>

DESCRIPTION	ESTIMATED QUANTITY (SQ. FT.)	UNIT PRICE PER SQ. FT. ($)	EXTENDED PRICE ($)
UP TO 2500 SF	10,000	$ 2.70	$ 27,000.00
		CATEGORY "E" TOTAL	$ 27,000.00

F. <u>ASPHALT LEVELING</u>

DESCRIPTION	ESTIMATED QUANTITY (TONS)	UNIT PRICE PER TON ($)	EXTENDED PRICE ($)
ZERO (0) – 10 TONS	100	$ 90.25	$ 9,025.00
11 TONS – 15 TONS	20	$ 90.25	$ 1,805.00
16 TONS - 20 TONS	20	$ 90.10	$ 1,802.00
		CATEGORY "F" TOTAL	$ 12,632.00

G. <u>VALVE JACKET</u> – Raise or lower valve jacket to match new grade.

DESCRIPTION	ESTIMATED QUANTITY ANNUALLY (EACH)	UNIT PRICE PER EACH ($)	EXTENDED PRICE ($)
VALVE JACKET	10	$ 82.00	$ 820.00
		CATEGORY "G" TOTAL	$ 820.00

GRAND TOTAL - TOTAL OF CATEGORIES "A - G":	$ 493,722.00

Failure to provide above information in stated format may result in rejection of Bid.

<u>BASIS OF AWARD</u>: The award of this contract will be based on the total sum of all categories of work (A thru G). The Authority reserves the right to award this contract to the lowest, responsive, responsible bidder, whose bid is fully conforming to the requirements of the bid documents.

ATTACHMENT NO. 1

JAXPORT reserves the right to award this contract to the Bidder offering the lowest price consistent with meeting all specifications, terms, conditions, delivery requirements and minimum requirements set forth on this bid. No award will be made until all necessary inquiries have been made into the responsibility of the lowest conforming bidder and JAXPORT is satisfied that the lowest bidder met all minimum requirements, is qualified and has the necessary organization, capital and resources required to deliver equipment/services under the terms of the contract. JAXPORT reserves the right to accept or reject any or all proposals, in whole or in part. JAXPORT reserves the right to award the contract to the Bidder submitting the Proposal that JAXPORT, in its sole discretion, determines will be most advantageous and beneficial. JAXPORT will be the sole judge of which Proposal will be in its best interest and its decision will be final.

BIDDER'S ATTESTATION: Initials OS **Date** 9/16/25 I hereby attest, as the Bidder's authorized agent, that Company is not owned, an affiliate of, or substantially controlled or influenced by the government of a foreign country of concern as defined below.

Under Florida Statutes, JAXPORT, like all state agencies and local government entities, is prohibited from entering into any contract or agreement with a foreign country of concern, which has been defined as "the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern."

BIDDER'S CERTIFICATION

1) Certification and Representations of the Bidder

By signing and submitting a Bid, the Bidder certifies and represents as follows:

A. That it has carefully examined all available records and conditions, including sites if applicable, and the requirements and specifications of these Contract Documents prior to submitting its Bid. Where the Bidder visits sites, no work or other disturbance is to be performed while at the site without written permission by JAXPORT in advance of the site visit.

B. That every aspect of its submitted Bid, including the Contract Price, are based on its own knowledge and judgment of the conditions and hazards involved, and not upon any representation of JAXPORT. JAXPORT assumes no responsibility for any understanding or representation made by any of its representatives during or prior to execution of the Contract unless such understandings or representations are expressly stated in the Contract and the Contract expressly provides that JAXPORT assumes the responsibility.

C. That the individual signing the Bid is a duly authorized agent or officer of the firm. Bids submitted by a corporation must be executed in the corporate name by the President or Vice President. If an individual other than the President or Vice President signs the Bid, satisfactory evidence of authority to sign must be submitted with the Bid. If the Bid is submitted by a partnership, the Bid must be signed by a partner whose title must appear under the signature. If an individual other than a partner signs the Bid, satisfactory evidence of authority to sign must be submitted with the Bid. The corporation or partnership must be in active status at the Florida Division of Corporations at the time of submission of the Bid.

D. That the firm maintains in active status any and all licenses, permits, certifications, insurance, bonds and other credentials including not limited to Contractor's license and occupational licenses necessary to perform the services. The Bidder also certifies that, upon the prospect of any change in the status of applicable licenses, permits, certifications, insurances, bonds or other credentials, the Bidder shall immediately notify JAXPORT of status change.

E. That it read, understands and will comply with Article 1.15, Public Entity Crime "Exhibit B" and Conflict of Interest Certificate "Exhibit A" of these instructions to Bidders.

JPA NO. ITB # 25-10
MILLING & ASPHALT INSTALLATION, MAINTENANCE & REPAIR SERVICES
FOR THE JACKSONVILLE PORT AUTHORITY
(100% SEB SET ASIDE)

Project No: ITB 25-10 Project Title: MILLING & ASPHALT IM&R SERVICES (100% SEB SET-ASIDE) Open Date: Thursday, September 18, 2025 Open Time: 2:00 PM (ET) via Zoom	*Watake, Inc.*	*Pars Construction Services, LLC*	*1st Choice Engineering, Construction & Development, LLC*	*Tether, Inc.* *(submitted under ERS Corp)*	*Hager Construction Company*
CONFLICT OF INTEREST CERTIFICATE:	✓	✓	✓	✓	✓
PUBLIC ENTITY CRIMES FORM:	✓	✓	✓	✓	✓
E-VERIFY FORM:	✓	✓	✓	✓	✓
SEB FORM 1:	✓	✓	✓	✓	✓
ADDENDUM NO 01:	✓	✓	✓	✓	*ACKNOWLEDGED IN E-BUILDER NOT INITIALED ON SUBMITTED FORM*
ADDENDUM NO 02:	✓	✓	✓	✓	*ACKNOWLEDGED IN E-BUILDER SUBMITTED ONLY THE "REVISED" BID FORM*

A. - MILLING AND REPAIR OF ASPHALT AT 2" THICKNESSES

DESCRIPTION	ESTIMATED QUANTITIES	UNIT OF MEASURE	Watake UNIT PRICE	Watake EXTENDED PRICE	Pars UNIT PRICE	Pars EXTENDED PRICE	1st Choice UNIT PRICE	1st Choice EXTENDED PRICE	Tether UNIT PRICE	Tether EXTENDED PRICE	Hager UNIT PRICE	Hager EXTENDED PRICE
Up to 500 sq. ft.	500	per / sq. ft.	$ 4.00	$ 2,000.00	$ 8.00	$ 4,000.00	$ 11.43	$ 5,715.00	$ 17.47	$ 8,735.00	$ 9.41	$ 4,705.00
501 sq. ft. – 1,000 sq. ft	2,000	per / sq. ft.	$ 4.00	$ 8,000.00	$ 6.19	$ 12,380.00	$ 8.70	$ 17,400.00	$ 16.50	$ 33,000.00	$ 8.26	$ 16,520.00
1,001 sq. ft. – 5,000 sq. ft.	42,000	per / sq. ft.	$ 3.50	$ 147,000.00	$ 5.65	$ 237,300.00	$ 7.30	$ 306,600.00	$ 3.83	$ 160,860.00	$ 6.70	$ 281,400.00
5,001 sq. ft. – 10,000 sq. ft.	33,000	per / sq. ft.	$ 3.50	$ 115,500.00	$ 3.80	$ 125,400.00	$ 6.66	$ 219,780.00	$ 4.28	$ 141,240.00	$ 6.18	$ 203,940.00
10,001 sq. ft. – 25,000 sq. ft.	20,000	per / sq. ft.	$ 3.50	$ 70,000.00	$ 3.80	$ 76,000.00	$ 6.12	$ 122,400.00	$ 4.74	$ 94,800.00	$ 5.64	$ 112,800.00
CATEGORY "A" TOTAL:				**$ 342,500.00**		**$ 455,080.00**		**$ 671,895.00**		**$ 438,635.00**		**$ 619,365.00**

B. - OVERLAY REPAIRS

DESCRIPTION	ESTIMATED QUANTITIES	UNIT OF MEASURE	Watake UNIT PRICE	Watake EXTENDED PRICE	Pars UNIT PRICE	Pars EXTENDED PRICE	1st Choice UNIT PRICE	1st Choice EXTENDED PRICE	Tether UNIT PRICE	Tether EXTENDED PRICE	Hager UNIT PRICE	Hager EXTENDED PRICE
1" Thick Lift (up to 4,000 Sq. ft)	15,000	per / sq. ft.	$ 2.00	$ 30,000.00	$ 1.48	$ 22,200.00	$ 1.86	$ 27,900.00	$ 3.03	$ 45,450.00	$ 2.00	$ 30,000.00
2" Thick Lift (up to 4,000 Sq. ft)	15,000	per / sq. ft.	$ 2.50	$ 37,500.00	$ 2.86	$ 42,900.00	$ 2.92	$ 43,800.00	$ 3.80	$ 57,000.00	$ 3.88	$ 58,200.00
3" Thick Lift (up to 4,000 Sq. ft)	2,000	per / sq. ft.	$ 2.85	$ 5,700.00	$ 4.50	$ 9,000.00	$ 6.58	$ 13,160.00	$ 14.34	$ 28,680.00	$ 6.00	$ 12,000.00
CATEGORY "B" TOTAL:				**$ 73,200.00**		**$ 74,100.00**		**$ 84,860.00**		**$ 131,130.00**		**$ 100,200.00**

Page 1 of 3

ITB 25-10 APPRENTLY CONFORMING

Project No: ITB 25-10 Project Title: MILLING & ASPHALT IM&R SERVICES (100% SEB SET-ASIDE) Open Date: Thursday, September 18, 2025 Open Time: 2:00 PM (ET) via Zoom			Watake, Inc.		Pars Construction Services, LLC		1st Choice Engineering, Construction & Development, LLC		Tether, Inc. (submitted under ERS Corp)		Hager Construction Company	
C. - SAWCUT, PATCH & HAUL OFF DEBRIS - Includes Potholes, Storm Drains & Railroad crossings												
DESCRIPTION	ESTIMATED QUANTITIES	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
2” Thick Lift	200	per / sq. ft.	$ 3.00	$ 600.00	$ 15.57	$ 3,114.00	$ 24.61	$ 4,922.00	$ 15.21	$ 3,042.00	$ 18.84	$ 3,768.00
4” Thick Lift	200	per / sq. ft.	$ 4.85	$ 970.00	$ 19.26	$ 3,852.00	$ 27.59	$ 5,518.00	$ 17.64	$ 3,528.00	$ 23.12	$ 4,624.00
6” Thick Lift	1,500	per / sq. ft.	$ 5.00	$ 7,500.00	$ 6.37	$ 9,555.00	$ 9.90	$ 14,850.00	$ 21.90	$ 32,850.00	$ 10.36	$ 15,540.00
CATEGORY "C" TOTAL:			$ 9,070.00		$ 16,521.00		$ 25,290.00		$ 39,420.00		$ 23,932.00	
D. - SAWCUT, GRADE, LIMEROCK, COMPACT, ASPHALT AND HAUL OFF DEBRIS												
DESCRIPTION	ESTIMATED QUANTITIES	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
6” Thick Limerock and 5” Thick Asphalt Lift (0” to 5,000 sq. ft.)	200	per / sq. ft.	$ 4.00	$ 800.00	$ 11.25	$ 2,250.00	$ 53.33	$ 10,666.00	$ 21.90	$ 4,380.00	$ 10.48	$ 2,096.00
6” Thick Limerock and 6” Thick Asphalt Lift (0” to 5,000 sq. ft.)	200	per / sq. ft.	$ 6.00	$ 1,200.00	$ 12.44	$ 2,488.00	$ 55.47	$ 11,094.00	$ 31.63	$ 6,326.00	$ 15.02	$ 3,004.00
6” Thick Limerock and 7” Thick Asphalt Lift (0” to 5,000 sq. ft.)	5,000	per / sq. ft.	$ 6.20	$ 31,000.00	$ 11.06	$ 55,300.00	$ 15.07	$ 75,350.00	$ 24.38	$ 121,900.00	$ 14.40	$ 72,000.00
CATEGORY "D" TOTAL:			$ 33,000.00		$ 60,038.00		$ 97,110.00		$ 132,606.00		$ 77,100.00	
E. - MILLING AND REPAIR OF ASPHALT AT 2” THICKNESSES BETWEEN RAIL (INCLUDING HANDWORK)												
DESCRIPTION	ESTIMATED QUANTITIES	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
UP TO 2500 SF	10,000	per / sq. ft.	$ 2.70	$ 27,000.00	$ 4.88	$ 48,800.00	$ 6.15	$ 61,500.00	$ 12.17	$ 121,700.00	$ 11.30	$ 113,000.00
CATEGORY "E" TOTAL:			$ 27,000.00		$ 48,800.00		$ 61,500.00		$ 121,700.00		$ 113,000.00	

ITB 25-10 APPRENTLY CONFORMING

Project No: ITB 25-10 Project Title: MILLING & ASPHALT IM&R SERVICES (100% SEB SET-ASIDE) Open Date: Thursday, September 18, 2025 Open Time: 2:00 PM (ET) via Zoom			Watake, Inc.		Pars Construction Services, LLC		1st Choice Engineering, Construction & Development, LLC		Tether, Inc. (submitted under ERS Corp)		Hager Construction Company	
F. - ASPHALT LEVELING												
DESCRIPTION	ESTIMATED QUANTITIES	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
Zero - 10 tons	100	tons	$ 90.25	$ 9,025.00	$ 165.00	$ 16,500.00	$ 210.00	$ 21,000.00	$ 387.66	$ 38,766.00	$ 495.00	$ 49,500.00
10 tons - 15 tons	20	tons	$ 90.25	$ 1,805.00	$ 165.00	$ 3,300.00	$ 210.00	$ 4,200.00	$ 957.34	$ 19,146.80	$ 825.00	$ 16,500.00
15 tons - 20 tons	20	tons	$ 90.10	$ 1,802.00	$ 165.00	$ 3,300.00	$ 210.00	$ 4,200.00	$ 957.34	$ 19,146.80	$ 710.00	$ 14,200.00
CATEGORY "F" TOTAL:			$ 12,632.00		$ 23,100.00		$ 29,400.00		$ 77,059.60		$ 80,200.00	
G. - VALVE JACKET - Raise or lower valve jacket to match new grade.												
DESCRIPTION	ESTIMATED QUANTITIES	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
VALVE JACKET	10	each	$ 82.00	$ 820.00	$ 140.00	$ 1,400.00	$ 660.00	$ 6,600.00	$ 4,257.78	$ 42,577.80	$ 630.00	$ 6,300.00
CATEGORY "G" TOTAL:			$ 820.00		$ 1,400.00		$ 6,600.00		$ 42,577.80		$ 6,300.00	
GRAND TOTAL - CATEGORIES (A THRU G):			$ 498,222.00		$ 679,039.00		$ 976,655.00		$ 983,128.40		$ 1,020,097.00	
			AMOUNTS IN "RED" DIFFERENT FROM SUBMITTED BID FORM								COMPANY DID NOT INITIAL "BIDDER'S ATTESTATION" RETURNED FOR COMPLETION DUE BY 09/22/25 TO ADD TO FILES	

Recording Secretary: Jerrie Gunder

Witness: Raynesha Jones

Witness: Keith Sanders

Procurement Director: Christopher Good

ITB 25-10 APPRENTLY CONFORMING

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

AC2025-10-02		10/16/2025
Reference No.	File	Date

SUBJECT: BIMT Hanjung Crane #8810 Refurbishment and IHI Crane #2253 Dismantle & Removal CO#2 – (Refurbishment of Hanjung Crane # 8811)
JPA Project No.: B2022.14 - CO#2 only JPA Contract No.: EQ-2006 CO#2
Reading Crane & Engineering Co.

COST: $2,870,356.00 ☒ **BUDGETED** ☐ **NON-BUDGETED**

BACKGROUND:

On March 10, 2025, JAXPORT issued an Agreement to Flatiron Crane Operating Co., LLC dba Reading Crane & Engineering, in the amount of $3,372,736.00 (this included a base bid amount of 3,260,648.00, $49,350.00 (quantity 1) for Owner's Option No. 2 and $62,738.00 (quantity 1) for Owner's option No. 3, to furnish all labor, material, equipment, supervision, testing, incidentals, means and methods to refurbish one (1) Hanjung Crane #8810 located at Blount Island Marine Terminal. The work also included the dismantling, removal and disposal of one (1) IHI Crane #2253 located at Blount Island Marine Terminal.

Under this project, JAXPORT has approved one (1) Change Order in the amount of $35,804.00 for TLS cylinder replacement due to significant wear and damage to the head portion of the cylinder body. This Change Order No. 2 in the amount of **$2,870,356.00** includes $2,758,268.00 to exercise **Owners Option #1** for Hanjung Crane #8811 crane refurbishment located at Blount Island Marine Terminal, $49,350.00 (quantity 1) for Owner's Option No. 2 and $62,738.00 (quantity 1) for Owner's option No. 3. This option is required to be exercised **prior to the completion of crane #103**, in order to avoid additional mobilization costs.

This is a budgeted non-operating item for FY26 and will be funded 100% with JPA funds.

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

FINANCIAL:

Available Budget: $2,895,244
Proposed Expense: $2,870,356
Remaining Balance: $ 24,888

RECOMMENDATION:

Management recommends, based on the financial and operational benefits, that the Board of Directors approve the issuance of Change Order No. 2 in the amount of $2,870,356.00 to Reading Crane & Engineering Co. The total contract cost to include Change Order No. 1 - 2 is $6,278,896.00.

AC2025-10-02

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: Contract Change Order, Reading Crane & Engineering Bid document

ORIGINATED BY:

James Jones
James Jones (Oct 21, 2025 15:38:20 EDT)
James Jones, Sr. Director, Engineering & Construction

SUBMITTED FOR APPROVAL

Christopher Good
Christopher Good (Oct 21, 2025 15:40:46 EDT)
Christopher Good, Director, Procurement Services

AWARDS COMMITTEE ACTION

Approved

APPROVED/REJECTED/DEFERRED

CONDITIONS OF APPROVAL (IF ANY):

Raynesha Jones
Raynesha Jones (Oct 21, 2025 10:47:55 EDT)
Raynesha Jones, Secretary to Awards Committee

Bradley Burch
Bradley Burch (Oct 21, 2025 15:04:06 EDT)
Bradley Burch, Chair to Awards Committee

CHIEF EXECUTIVE OFFICER ACTION

Deferred

APPROVED/REJECTED/DEFERRED

CONDITIONS OF APPROVAL (IF ANY):

Eric B. Green
Eric B. Green (Oct 22, 2025 11:52:01 EDT)
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**

CHANGE ORDER | APPROVAL REQUEST

PROJECT NAME: Hanjung Crane #8810 Upgrades FY22
PROJECT NO: B2022-13 **CONTRACT NO:** EQ-2006 **CHANGE ORDER NO:** 02
CONTRACTOR NAME: Reading Crane & Engineering (dba Flatiron Crane Operating Co LLC)
ORIGINAL CONTRACT AMOUNT: $3,372,736.00

1 ENGINEERING *(REVIEW/APPROVE – UP TO 100K)* ***Director 25K and Sr. Director 100K***

Jose Vazquez
Jose Vazquez (Oct 21, 2025 15:09:42 EDT)
JOSE VAZQUEZ

James Jones
James Jones (Oct 21, 2025 15:38:?? EDT)
JAMES "TRIPPER" JONES

2 PROCUREMENT *(REVIEW ALL)*

Raynesha Jones
Raynesha Jones (Oct 21, 2025 10:47:55 EDT)
RAYNESHA JONES

Christopher Good
Christopher Good (Oct 21, 2025 15:40:46 EDT)
CHRIS GOOD

3 FINANCE *(REVIEW ALL - BUDGET CONCURRENCE/EMCUMBRANCE OF FUNDS)*

Brenda Dewitt
Brenda Dewitt (Oct 22, 2025 11:05:01 EDT)
BRENDA DEWITT

Patrick Greive
Patrick Greive (Oct 22, 2025 11:??:49 EDT)
JOEY GREIVE

4 EXECUTIVE TEAM *(REVIEW/APPROVE - greater than 100K & up to 250K)*

James G. Bennett, PE
James G. Bennett, PE (Oct 22, 2025 11:31:12 EDT)
JAMES G BENNETT

5 CHIEF EXECUTIVE OFFICER *(SIGN/APPROVE - greater than 250K & up to 500K)*

Eric B. Green
Eric B. Green (Oct 22, 2025 11:52:01 EDT)
ERIC B GREEN

Notes:

Change Order to include the Owner's Options for the refurbishment of Hanjung Crane 8811. A new commitment under B2022-14 will be established for EQ-2006.

For Board Approval

CHANGE ORDER | APPROVAL REQUEST

PROJECT NAME: Hanjung Crane #8810 Upgrades FY22
PROJECT NO: B2022-13 **CONTRACT NO:** EQ-2006 **CHANGE ORDER NO:** 02
CONTRACTOR NAME: Reading Crane & Engineering (dba Flatiron Crane Operating Co LLC)
ORIGINAL CONTRACT AMOUNT: $3,372,736.00

CHANGE ORDER STATUS							
CO No	Amount	CO No	Amount	CO No	Amount	Original Contract Value	$3,372,736.00
01	$35,804.00						
02	$2,870,356.00					TSPO's to Date	$0.00
03	$0.00	**CO 03 - Extension of Contract					
						Cumulative Change Orders Total	$2,906,160.00
						Revised Contract Amount	$6,278,896.00

CONTRACT DURATION (ORIGINAL)

Commencement Date per NTP	05/15/25
Established Completion Date	11/10/25
Total Calendar Days	180

CONTRACT DURATION CHANGES

Days Changes in *Current* Change Order

Contract Duration Changed by 90 Days

Completion Date Moved from 12/31/25 03/31/26

Days Changes from *Previous* Change Orders

**Change Order 03 (Approved) - Extension of Contract

Contract Duration Changed by 51 Days

Completion Date Moved from 11/10/25 12/31/25

Contract Change Order

Commitment Change Details

Project: Hanjung Crane #8810 Upgrades FY22 **Project No:** B2022-13

Jacksonville Port Authority

Tel: (904) 357-3001
Fax: (904) 357-3007

Date:	October 30, 2025	**Architect's Project No:**	N/A
Contractor:	Reading Crane & Engineering (dba Flatiron Crane Operating Co LLC)	**Contract Date:**	03/10/25
		Contract Number:	EQ-2006
		Change Order No:	02

The following changes are hereby incorporated into and made part of the Contract Documents for the above referenced project:

PCO	Item Number	Description	Change Amount
PCO - 2	1.	Hanjung Crane #8811 Roll Back Trolley Rail System Replacement☐ Festoon System replacement ☐ Critical Structures Repairs/Painting and Spot Corrosion Removal and Painting (Entire Crane)☐ Galvanized Surfaces Corrosion Removal and Painting (Entire Crane)☐ Machinery, Electrical & Engine Houses, Saw-cut and removal of approx. (6") of the exterior perimeter wall and replace it with welded material and painting.☐ Operator's Cab, Boom Hoist Station, Engine Room, Drill Room & Machinery House- Roof Painting☐ Replacement of self-closing gates, lighting rods, and grounding straps☐ Machinery House additional work-Removal of gutters and two (2) A/Cunits☐ Install JAXPORT Logo on east and west side of crane (10x10 Eastside and 10x20 Westside)☐	$2,758,268.00
	2.	Owner's Option No. 2 (quantity 1)	$49,350.00
	3.	Owner's Option No. 3 (quantity 1)	$62,738.00

All work is to be performed in accordance with the plans and specifications. All other terms and conditions of the contract remain unchanged.

Execution of this Change Order resolves all issues and matters concerning time and compensation for the items specifically included herein. This accord and satisfaction shall be complete and absolute unless a specific reservation is identified on the document.

The original Contract Value was..	$3,372,736.00
Sum of TSPO's Deducted to Date..	$0.00
Sum of changes by prior Contract Change Orders..	$35,804.00

Continuation

CONTRACT CHANGE ORDER

The Contract Value prior to this Contract Change Order was..	$3,408,540.00
The Contract Value will be changed by this Contract Change Order in the amount of..................	$2,870,356.00
The new Contract Value including this Contract Change Order will be...........................	$6,278,896.00
The Contract duration will be changed by..	90
The revised Substantial Completion date as of this Contract Change Order is................	03/31/26

READING CRANE

Barry Wiles
Barry Wiles (Nov 5, 2025 23:03:40 EST)

BARRY WILES

JACKSONVILLE PORT AUTHORITY

Eric B. Green
Eric B. Green (Nov 6, 2025 15:56:30 EST)

ERIC B GREEN

ATTACHMENT NO. 3 - (con't)

BID FORM – Revised 12/16/24

JAXPORT PROJECT NO.: B2022-13 & B2022-14
JAXPORT CONTRACT NO.: EQ-2006
BIMT HANJUNG CRANE #8810 REFURBISHMENT
AND IHI CRANE #2253 DISMANTLE & REMOVAL
BLOUNT ISLAND MARINE TERMINAL

B.	OWNER'S OPTIONS 1: HANJUNG CRANE 8811- REFURBISHMENT			
Item Number	Description			Total Item Amount
15	Hanjung 8811 (BIMT): Roll Back			$ 847,814.00
16	Hanjung 8811 (BIMT): Trolley Rail system replacement			$ 313,251.00
17	Hanjung 8811 (BIMT): Festoon System replacement			$ 99,664.00
18	Hanjung 8811 (BIMT): Critical Structures Repairs/Painting and Spot Corrosion Removal and Painting (Entire Crane)			$ 857,185.00
19	Hanjung 8811 (BIMT): Galvanized Surfaces Corrosion Removal and Painting (Entire Crane)			$ 308,711.00
20	Hanjung 8811 (BIMT): Machinery, Electrical & Engine Houses, Saw-cut and removal of approx. (6") of the exterior prerimeter wall and replace with welded material and painting.			$ 48,439.00
21	Hanjung 8811 (BIMT): Operator's Cab, Boom Hoist Station, Engine Room, Drive Room & Machinery House – Roof Painting			$ 67,235.00
22	Hanjung 8811 (BIMT): Replacement of self closing gates, lighting rods and grounding straps			$ 91,981.00
23	Hanjung 8811 (BIMT): Machinery House additional work – Remove of gutters and two (2) A/C units			$ 47,314.00
24	Hanjung 8811 (BIMT): Install JAXPORT Logo on east and west side of crane (10x10 Eastside and 10x20 Westside)			$ 76,674.00
	OWNERS OPTION 1 - HANJUNG 8811 (Items 15-24):			$ 2,758,268.00
	OWNER'S OPTION # 2: Hanjung 8810, 8811 AND 8841 BOOM SHEAVE REPLACEMENT			
		$/EACH	Qty.	Total Item Amount
25	Hanjung 8810, 8811 (BIMT): Boom Sheave Replacement on the Apex	49,350	2	$ 98,700.00
	OWNER'S OPTION # 3: Hanjung 8810, 8811 AND 8841 TRIM, LIST AND SKEW CYLINDER REBUILD			
		$/EACH	Qty.	Total Item Amount
26	Hanjung 8810, 8811 (BIMT): TRIM, LIST AND SKEW CYLINDER REBUILD	62,738	2	$ 125,476.00
	BID SUMMARY			
C. SUM OF ALL LUMP SUM BASE BID WORK (LINE A) Items 1 - 14				$ 3,260,649.00
D. SUM OF ALL LUMP SUM OWNER'S OPTIONS WORK (LINE B) Items 15-26				$ 2,982,442.00
E. TOTAL BID AMOUNT (LINES C + D) Items 1 - 26				$ 6,243,091.00
	PROJECTS # B2022-13, B2022-14 / CONTRACT # EQ-2006			
NOTES: BASIS OF AWARD IS TOTAL BASE BID (LINE C).				

(Submission of more than one bid form for the same work by an individual, firm, partnership or corporation under the same or different names and/or any alterations, exceptions or comments contained within the bid form shall be grounds for rejection of the bid)

Basis of Award: The Authority reserves the right to award to the Bidder whose price is the lowest, based on Total Lump Sum Base Bid (Items 1-14), subject to the availability of appropriated funds.

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

AC-2025-11-01		11/20/2025
Reference No.	File	Date

SUBJECT: Terminal Development for SET – Added Scope through Owner (SET) Directed Changes for Project Closeout
JPA Project G/L No.: B2022-11 **JPA Contract No.: AE-1830**
JE Dunn Construction Company

COST: $2,000,744.68 ☒ **BUDGETED** ☐ **NON-BUDGETED**

BACKGROUND:

This change request reflects the increased scope associated with Owner-directed modifications required to close out the SET Auto Processing Facility Development project, an 89-acre site on Blount Island under JPA Contract AE-1830-Terminal Development for Southeast Toyota. These scope adjustments are primarily the result of Southeast Toyota occupying the site and identifying additional needs during their operational transition.

The requested adjustments are organized into three categories:

Verified Actual Costs – Costs submitted by the trades that have been reviewed and approved by the Owner's Representative.

Pending Actual Costs – Costs submitted by the trades that still require review and concurrence by both the Owner's Representative and Southeast Toyota.

Not-to-Exceed (NTE) Costs – Costs developed jointly by JE Dunn and Southeast Toyota to establish an upper limit; final trade-level pricing is still forthcoming.

Together, these categories represent the cost of late Owner-requested changes and added scope. JE Dunn and SET are actively working to finalize, verify, and execute these items as quickly as possible to support timely project closeout.

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 expense for FY 26 and will be funded with 100% Tenant funds.

FINANCIAL:

Available Budget:	$2,002,700
Proposed Expense:	$2,000,745
Remaining Balance:	$ 1,955

RECOMMENDATION:

Management recommends that the Board of Directors approve additional change orders in the estimated amount of $2,000,744.68 to JE Dunn Construction Company for Terminal Development for SET - Added Scope through Owner (SET) Directed Changes for Project Closeout. Change Orders will be executed for the final amounts prior to work being performed. The total contract cost to include these Change Orders will be $138,962,847.58

AC-2025-11-01

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: Excel Spreadsheet

ORIGINATED BY:	**SUBMITTED FOR APPROVAL**
James Jones James Jones (Nov 21, 2025 07:39:27 EST) **James Jones, Sr. Director, Engineering & Construction**	Christopher Good Christopher Good (Nov 21, 2025 08:06:28 EST) **Christopher Good, Director, Procurement Services**

AWARDS COMMITTEE ACTION

Approved **APPROVED/ REJECTED/ DEFERRED**

CONDITIONS OF APPROVAL (IF ANY):

Raynesha Jones
Raynesha Jones (Nov 20, 2025 15:17:24 EST)
Raynesha Jones, Secretary to Awards Committee

Bradley Burch
Bradley Burch (Nov 20, 2025 15:15:42 EST)
Bradley Burch, Chairman to Awards Committee

CHIEF EXECUTIVE OFFICER ACTION

Approved **APPROVED/ REJECTED/ DEFERRED**

CONDITIONS OF APPROVAL (IF ANY):

Eric B. Green
Eric B. Green (Nov 21, 2025 13:28:52 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**

PCI No.	PCI Name	Date	Post Date	Status	Type	Total Budg. Amount	Total Bill. Amount	DocUSign	Owner Change
Type: External									
Status: Approved									
Owner Change: OWNER039									
Owner Change: null									
0287	Car Wash - Final Design	7/1/2025		Pricing - JED	External	$ 72,400.39	$ 72,400.39		
0295	ASI 13.	7/15/2025		Approved	External	$ 77,996.44	$ 77,996.44	Y	
0302	Misc Colby T&M Tickets (#2)	7/23/2025		Pricing - JED	External	$ -	$ -		
0319	Concrete work at existing slab near car wash	9/11/2025		Pricing - JED	External	$ 261,906.30	$ 261,906.30		
0322	Baker Paint T&M	9/15/2025		Pricing - JED	External	$ -	$ -		
0323	Baker Paint T&M (#2)	9/15/2025		Pricing - JED	External	$ 45,101.57	$ 45,101.57		
0329	Domestic Water Flow Meters for BMS.	9/15/2025		Approved	External	$ 17,515.59	$ 17,515.59	Y	
0330	Chem Storage Room Explosion Proof Disconnect.	9/15/2025		Approved	External	$ 9,426.82	$ 9,426.82	Y	
0334	Miscellaneous specialties additions	9/22/2025		Pricing - JED	External	$ 7,901.43	$ 7,901.43		
0338	PROJECTION OF FINAL CONSTRUCTION BOND COST BASED OFF FINAL CC	9/24/2025		Pricing - JED	External	$ 30,000.00	$ 30,000.00		
0340	Bodyshop - Compressor Room Layout Issue	9/24/2025		Pricing - JED	External	$ 21,824.01	$ 21,824.01		
0341	Zintra Quarter Baffles	9/24/2025		Pricing - JED	External	$ 57,130.99	$ 57,130.99		
0342	Final Fence Scope of Work	9/25/2025		Pricing - JED	External	$ 25,244.00	$ 25,244.00		
0343	Misc. Added Concrete Scope	9/25/2025		Pricing - JED	External	$ 38,120.44	$ 38,120.44		
0344	"TOYOTA" Stencil - Window Film	9/25/2025		Pricing - JED	External	$ 31,783.98	$ 31,783.98		
0346	Tile in Concrete Floored Restrooms	9/25/2025		Pricing - JED	External	$ 58,973.40	$ 58,973.40		
0347	Printer Room 224 Millwork.	9/25/2025		Approved	External	$ 4,925.72	$ 4,925.72	Y	
0348	Misc. Striping Changes	9/25/2025		Pricing - JED	External	$ 15,860.08	$ 15,860.08		
0349	Security Kiosk Regrading Work	9/25/2025		Pricing - JED	External	$ 104,916.84	$ 104,916.84		
0350	Solid Surface Adder at Lobby 201	9/25/2025		Pricing - JED	External	$ 3,550.14	$ 3,550.14		
0353	ABM - Extra Cleaning	9/29/2025		Pricing - JED	External	$ -	$ -		
0355	FM Global Requested Strapping	9/30/2025		Pricing - JED	External	$ 7,500.00	$ 7,500.00		
0356	Relocate Jersey Barrier	9/30/2025		Pricing - JED	External	$ 22,549.90	$ 22,549.90		
0357	ROM Temporary Bus Plugs	9/30/2025		Pricing - JED	External	$ 226,599.02	$ 226,599.02		
0359	Shrouds at Individual Sinks	9/30/2025		Pricing - JED	External	$ 26,995.71	$ 26,995.71		
0360	eBuilder PCO 00280 - Sodexo Changes	9/30/2025		Pricing - JED	External	$ 6,454.05	$ 6,454.05		
0363	Longshoremen - Final MEP Connections	10/2/2025		Pricing - JED	External	$ 5,000.00	$ 5,000.00		
0364	Stair 1 Wall Furring for Sign	10/2/2025		Pricing - JED	External	$ -	$ -		
0367	Misc. Flooring Changes	10/9/2025		Pricing - JED	External	$ 2,539.77	$ 2,539.77		
0370	Final Guardrail Scope of Work	10/17/2025		Pricing - JED	External	$ 5,689.62	$ 5,689.62		
0371	Landscape Changes	10/17/2025		Pricing - JED	External	$ 15,000.00	$ 15,000.00		
0372	Starline Adders.	10/23/2025		Pricing - JED	External	$ 5,000.00	$ 5,000.00		
0375	Security Drawing Electrical Changes.	10/6/2025		Approved	External	$ 6,331.12	$ 6,331.12	Y	
0376	Field Engineered Changes for Equipment Discrepancies.	10/6/2025		Approved	External	$ 31,000.77	$ 31,000.77	Y	
0377	Added Data Cabinet in Tires.	10/6/2025		Approved	External	$ 4,379.69	$ 4,379.69	Y	
0378	Power Supply Additions in Accessories and OPS.	10/6/2025		Approved	External	$ 18,639.42	$ 18,639.42	Y	
0379	Photocell additions.	10/6/2025		Approved	External	$ 10,034.74	$ 10,034.74	Y	
0380	eBuilder PCO 00286 - N Fixture Elevation Change.	10/6/2025		Approved	External	$ 9,309.09	$ 9,309.09	Y	
0381	eBuilder PCO 00285 - Executive Office Lighting Controls.	10/6/2025		Approved	External	$ 2,987.30	$ 2,987.30	Y	
0382	eBuilder PCO 00284 - Added Access Control Door Provisions.	10/6/2025		Pricing - JED	External	$ 6,225.60	$ 6,225.60		
0383	eBuilder PCO 00283 - OPS Lighting Rework	10/6/2025		Pricing - JED	External	$ 7,296.46	$ 7,296.46		
0384	eBuilder PCO 00282 - IT Room / MDF Room Lighting Rework.	10/6/2025		Pricing - JED	External	$ 3,386.29	$ 3,386.29		
0385	eBuilder PCO 00281 - Fire Marshal Electrical Changes.	10/6/2025		Pricing - JED	External	$ 25,601.76	$ 25,601.76		
0386	eBuilder PCO 00280 - Added Can Lights in Meeting and Cafe.	10/28/2025		Pricing - JED	External	$ 8,296.41	$ 8,296.41		
0388	eBuilder PCO 00279 - VFD Electrical Add for KC Petroleum.	10/28/2025		Pricing - JED	External	$ 17,044.27	$ 17,044.27		
0389	eBuilder PCO 00278 - Miller overtime for Saturday EV work.	10/28/2025		Pricing - JED	External	$ 2,560.46	$ 2,560.46		
0390	eBuilder PCO 00277 - Miller additional Circuits for Turnstiles.	10/28/2025		Pricing - JED	External	$ 3,368.17	$ 3,368.17		
0391	eBuilder PCO 00276 - Added Transformers for Grinder Pumps.	10/28/2025		Pricing - JED	External	$ 5,243.45	$ 5,243.45		
0392	Additional GCs	10/30/2025		Pricing - JED	External	$ 190,000.00	$ 190,000.00		
0393	Miller Final OT Agreement	10/28/2025		Pricing - JED	External	$ 149,339.30	$ 149,339.30		
0394	Gym Flooring	10/25/2025		Pricing - JED	External	$ 8,166.65	$ 8,166.65		
0395	Metal Kickplates at Wood Doors	11/5/2025		Pricing - JED	External	$ 2,000.00	$ 2,000.00		
0396	eBuilder PCO 00286 - NACS Chargers for EV Chargers.	11/6/2025		Pricing - JED	External	$ 9,200.36	$ 9,200.36		
0397	ROM Car Wash Field Coordination - SAME AS #0287	10/6/2025		Pricing - JED	External	$ 35,000.00	$ -		

0398	ROM Breakers/ECB's Purchased by Miller.	10/6/2025	Pricing - JED	External	$	20,000.00	$	20,000.00
0399	ROM Generator Gas Issues.	10/6/2025	Pricing - JED	External	$	25,500.00	$	-
0400	ROM Damaged Conduit Repair.	10/6/2025	Pricing - JED	External	$	52,000.00	$	-
0401	ROM Elevator Rework & Additional Circuits.	10/6/2025	Pricing - JED	External	$	30,500.00	$	-
0402	ROM Lightning Protection Rework.	10/6/2025	Pricing - JED	External	$	7,000.00	$	-
0403	ROM MSB1 Rework for Concrete Pad.	10/6/2025	Pricing - JED	External	$	4,500.00	$	-
0404	ROM Damaged Poles Handholes.	10/6/2025	Pricing - JED	External	$	36,500.00	$	-
0405	ROM Break Area Conduit Repair.	11/6/2025	Pricing - JED	External	$	4,500.00	$	-
0406	ROM Backup Generator for Ops and Body Shop.	10/28/2025	Pricing - JED	External	$	5,800.00	$	-
NEW0136	T&M Grading, Footing & Bollard Work	7/31/2025	Pricing - JED	New PCI	$	18,350.64	$	18,350.64
NEW0137	Decorative Handrail Added Cladding	8/7/2025	Pricing - JED	New PCI	$	2,759.00	$	2,759.00
NEW0170	Temporary EV Charger install at Ops	10/25/2025	Pricing - JED	New PCI	$	2,500.00	$	2,500.00
NEW0172	Power Scrubber Charger Install	10/25/2025	Pricing - JED	New PCI	$	5,000.00	$	5,000.00
NEW0175	Elevator 2 card reader panel	10/25/2025	Pricing - JED	New PCI	$	6,575.00	$	6,575.00
NEW0178	Concrete Pads for Guard Houses	10/25/2025	Pricing - JED	New PCI	$	8,127.00	$	8,127.00
NEW0182	Misc. Patching and Painting due to Owner Vendor	11/6/2025	Pricing - JED	New PCI	$	10,000.00	$	10,000.00
NEW0183	ROM Electrical for Guard Houses.	11/6/2025	Pricing - JED	New PCI	$	10,000.00	$	10,000.00
NEW0184	ROM Body Shop Added Light.	11/6/2025	Pricing - JED	New PCI	$	10,000.00	$	10,000.00
NEW0185	ROM - Existing SOG Work at Car Wash	11/6/2025	Pricing - JED	New PCI	$	10,000.00	$	10,000.00
NEW0186	ROM Clinic - Relocate and Add Power	11/6/2025	Pricing - JED	New PCI	$	10,000.00	$	10,000.00
NEW0187	ROM New Acoustical Wall Panels at Café	11/6/2025	Pricing - JED	New PCI	$	5,000.00	$	5,000.00
NEW0188	ROM Restoration of Pond #7 Bank	11/6/2025	Pricing - JED	New PCI	$	10,000.00	$	10,000.00
NEW0189	ROM Power for Mixers in Bodyshop	11/6/2025	Pricing - JED	New PCI	$	5,000.00	$	5,000.00
NEW0190	ROM Falcon Sensors - OHD Doors in Body Shop	11/6/2025	Pricing - JED	New PCI	$	10,000.00	$	10,000.00
NEW0191	ROM MUSCO - Bird spikes on HMLP	11/6/2025	Pricing - JED	New PCI	$	22,000.00	$	22,000.00
NEW0192	ROM Suaer - Breathable Air Valve removal	11/6/2025	Pricing - JED	New PCI	$	5,000.00	$	5,000.00
NEW0193	Misc. Additional Owner Changes	11/6/2025	Pricing - JED	New PCI	$	100,000.00	$	100,000.00
NEW0194	ROM Security Pole Rework for Added Unistrut	11/6/2025	Pricing - JED	New PCI	$	2,115.52	$	2,115.52
				TOTAL OWNER CN REQUEST			**$**	**2,000,744.68**

Project No	Project Name	Commitment Number	Company Name	Commitment Description	Original Contract Amount	Approved Changes (Including TSPOs)	Total Contract Current Value (Including TSPOs)	Net Actuals Paid To-Date	Retainage	Remaining to be Paid	Notes
030.6164	Dismantle, Removal and Disposal of IHI Cranes at TMT & DPMT	EQ-1842B	Global Rigging & Transport	Dismantle, Removal, and Disposal of TMT IHI Crane 1516 and DPMT Paceco Crane 108 TMT / 107 DPMT	$2,113,000.00	$475,000.00	$2,588,000.00	$1,670,100.00	$87,900.00	$830,000.00	Cranes 108 and 107 have been demolished and removed form Terminal; Crane 103 (DPMT) and TMT IHI Crane are currently being demolished.
B2022-10	T Berth Construction Berth 20 (Design)	AE-1814	Taylor Engineering Inc	Provide Engineering Design Services for T-erth Modifications to Berth 20 at BIMT	$1,262,278.50	$1,920,702.80	$3,182,981.30	$1,772,017.62	$0.00	$1,410,963.68	Taylor Engineering has continued providing Services During Construction and oversight of the Berth 21 Project.
B2022-10	T Berth Construction Berth 20 (Design)	C-1814	RUSH Marine, LLC	BIMT Berth 20 Wharf Expansion	$51,220,050.50	-$13,300,140.82	$37,919,909.68	$17,437,978.96	$917,788.34	$19,564,142.38	Rush Marine has continued installing production piles, and started pouring concrete for pile caps.
B2022-11	Auto Processing Facility Development (SET)	AE-1830	JE Dunn Construction	Terminal Development for SET - CM at Risk	$700,000.00	$135,599,276.30	$136,299,276.30	$128,806,966.00	$3,302,742.71	$4,189,567.59	Construction works continued: site works, building finishes, Pond 7 has been completed. Currently working on the new rail tracks installation.
B2022-13	Hanjung Crane #8810 Upgrades FY22	EQ-2006	Reading Crane & Engineering (dba of Flatiron Crane Operating Co LLC)	BIMT Hanjung Crane #8810 Refurbishment and IHI Crane #2253 Dismantle & Removal	$3,372,736.00	$35,804.00	$3,408,540.00	$2,495,434.45	$131,338.71	$781,766.84	Contractor completed crane 8810 refurbishment and re-installed crane on the dock rails. Owner's Option Crane 8811 refurbishment to be awarded soon.
B2024-01	JFRD New Facility	AE-1935A	Auld & White Constructors LLC	Design-Build for New JFRD Fire Station 48 at BIMT	$8,403,400.00	-$704,913.43	$7,698,486.57	$1,703,940.81	$35,116.52	$5,959,429.24	Construction works continued, completing site works, utilities and building foundations. Concrete block walls are currently being built.
B2024-01	JFRD New Facility	AE-1935B	VIA Consulting Services Inc	Construction Engineering and Inspection Services for JFRD Fire Station 48 at BIMT	$537,878.06	$0.00	$537,878.06	$134,691.70	$0.00	$403,186.36	VIA has continued providing services during construction for JFRD Fire station 48.
C2024-01	Purchase of (2) New Cranes	AE-1915	Taylor Engineering Inc	Engineering and Bid Support Services for the purchase of new STS container cranes.	$112,500.92	$1,075,005.91	$1,187,506.83	$809,142.29	$0.00	$378,364.54	Taylor Engineering has been providing Technical support to JAXPORT's Equipment and E&C teams, for the purchase of new STS cranes.
C2024-01	Purchase of (2) New Cranes	EQ-1915	Liebherr USA Co Maritime Cranes	Purchase of Two (2) STS Diesel-Electric Container Handling Cranes	$30,525,548.40	$18,314,326.58	$48,839,874.98	$43,861,588.95	$0.00	$4,978,286.03	BIMT cranes moved to dock rails; TMT crane to arrive on 11/20/25.
D2025-01	Cruise Terminal Upgrades	C-2017C	ACON Construction Co Inc	Cruise Terminal New Gangway	$698,495.00	$107,832.99	$806,327.99	$436,997.43	$22,999.88	$346,330.68	All gangway construction completed and in use during NCL cruise days; pending additional canopy to be installed.
G2023-03	Power Lines	MOA-1911	Jacksonville Electric Authority	Memorandum of Agreement between JAXPORT and JEA for Fulton Crossing "Power Line" Tower Replacement Project.	$42,098,775.00	$0.00	$42,098,775.00	$23,396,894.09	$0.00	$18,701,880.91	Works continue with Easement studies, Property/land title search, Surveying, Mapping, Design, Engineering, Site investigation, Geotechnical studies, Permitting, Projectv Management/Supervision, Access roads preparation, Access Matting, Clearing, Grading, Material Management, Purchase of electrical/transmission materials and equipment.

Financial Highlights: October / Fiscal Year ’26

REVENUES

After the mixed performance seen in the last month of the 2025 fiscal year, October Operating Revenues are off to a strong start for the new year, at $6.599 million against the budgeted amount of $6.367 million. This outperformance of $232 thousand was driven primarily by Break Bulk, Containers, and Dry Bulk. Cruise revenue only slightly trailed budget due to the newly increased budget for commencement of operations of Norwegian Cruise Lines. This first sailing was embarking passengers only, with no passengers debarking upon its first arrival and thus slightly lower revenue on the first sailing than we would typically see from a cruise turn. This was a start-up-related revenue item with strong passenger counts on the initial voyage which is great news for the success of the new service. All went smoothly and was a strong testament to the strong leadership and planning of the many involved. Passenger bookings appear strong and we are excited for the new addition to complement the robust performance of the existing Carnival service.

EXPENSES

Operating Expenses for October were $4.460 million, which is a favorable variance of $527 thousand to plan. Major expense categories were within budget for the month. It is important to note that on Crane Maintenance Pass Thru the budget was prepared, submitted, and approved prior to three cranes being converted from JAXPORT maintained to tenant maintained. This results in lower maintenance burden on our team and as a result we will have lower maintenance billbacks for this fiscal year than budgeted. We will adjust this with the FY ’27 budget submission. Non-Operating items were largely in-line with budget and we are too early in the fiscal year to identify any new trends in these items.

BOTTOM LINE

Income Before Depreciation for October was $1.914 million, representing a $900 thousand positive variance for the month. This positive performance is a nice start to the fiscal year and is better than expected. We will continue to monitor trends carefully and keep the board apprised of developments that may impact our performance.

BALANCE SHEET

We closed the month in a strong and stable financial position. Cash and Cash Equivalents ended at $27.180 million, a slight decrease from $27.704 million last month. The line of credit increased from $12.432 million to $26.221 million as we funded payment #4 on our newest Liebherr Crane which is enroute from the factory to the Talleyrand Terminal and for land acquisition from Southeast Toyota which will be leased to Enstructure as part of their expanded footprint. These were both budgeted items for FY ’26 and will ultimately be included in the summer 2026 bond transaction.

CONCERNS

We are aware of nationwide cargo slowdowns and will continue to monitor our volume trends for impact from evolving global trade dynamics and changes in tariffs.

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	148	133	126	11%	17%	148	133	126	11%	17%
Total Tons	1,014,145	915,921	883,426	11%	15%	1,014,145	915,921	883,426	11%	15%
Total Revenue	$6,599,251	$6,367,222	$5,743,270	4%	15%	$6,599,251	$6,367,222	$5,743,270	4%	15%

OPERATING REVENUE / STATISTICS

	Current Month			VARIANCE		YEAR-TO- DATE			VARIANCE	
	Actual	Budget	Prior	Budget	Prior	Actual	Budget	Prior	Budget	Prior
Container Revenue	$3,014,582	$2,905,650	$2,711,208	4%	11%	$3,014,582	$2,905,650	$2,711,208	4%	11%
Container TEU's	118,366	121,352	114,644	-2%	3%	118,366	121,352	114,644	-2%	3%
ICTF Rail Lifts	1,866	1,700	1,696	10%	10%	1,866	1,700	1,696	10%	10%
Auto Revenue	$1,411,478	$1,495,049	$1,137,980	-6%	24%	$1,411,478	$1,495,049	$1,137,980	-6%	24%
Auto Units	51,427	43,811	38,462	17%	34%	51,427	43,811	38,462	17%	34%
Military Revenue	$116,689	$158,855	$127,364	-27%	-8%	$116,689	$158,855	$127,364	-27%	-8%
Breakbulk Revenue	$730,565	$472,021	$449,397	55%	63%	$730,565	$472,021	$449,397	55%	63%
Breakbulk Tons	132,719	93,290	94,165	42%	41%	132,719	93,290	94,165	42%	41%
Liquid Bulk Revenue	$88,993	$137,324	$146,360	-35%	-39%	$88,993	$137,324	$146,360	-35%	-39%
Liquid Bulk Tons	18,066	29,946	35,986	-40%	-50%	18,066	29,946	35,986	-40%	-50%
Dry Bulk Revenue	$346,873	$270,048	$233,624	28%	48%	$346,873	$270,048	$233,624	28%	48%
Dry Bulk Tons	193,291	142,642	110,803	36%	74%	193,291	142,642	110,803	36%	74%
Cruise Revenue	$526,181	$537,479	$428,865	-2%	23%	$526,181	$537,479	$428,865	-2%	23%
Cruise Passengers	17,389	16,564	13,361	5%	30%	17,389	16,564	13,361	5%	30%
Total Cargo Revenue	$6,235,362	$5,976,426	$5,234,798	4%	19%	$6,235,362	$5,976,426	$5,234,798	4%	19%
Other Revenue	$363,889	$390,796	$508,472	-7%	-28%	$363,889	$390,796	$508,472	-7%	-28%

Jacksonville Port Authority
Comparative Income Statement (Unaudited)
For the 1 month ending 10/31/2025

	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	3,014,582	2,905,650	108,932	2,711,208	3,014,582	2,905,650	108,932	2,711,208
AUTOS	1,411,478	1,495,049	(83,571)	1,137,980	1,411,478	1,495,049	(83,571)	1,137,980
MILITARY	116,689	158,855	(42,166)	127,364	116,689	158,855	(42,166)	127,364
BREAK BULK	730,565	472,021	258,544	449,397	730,565	472,021	258,544	449,397
LIQUID BULK	88,993	137,324	(48,331)	146,360	88,993	137,324	(48,331)	146,360
DRY BULK	346,873	270,048	76,825	233,624	346,873	270,048	76,825	233,624
CRUISE	526,181	537,479	(11,298)	428,865	526,181	537,479	(11,298)	428,865
OTHER OPERATING REVENUE	363,889	390,796	(26,907)	508,472	363,889	390,796	(26,907)	508,472
TOTAL OPERATING REVENUES	6,599,251	6,367,222	232,029	5,743,270	6,599,251	6,367,222	232,029	5,743,270
OPERATING EXPENSES								
SALARIES & BENEFITS	2,291,391	2,326,839	(35,448)	2,093,750	2,291,391	2,326,839	(35,448)	2,093,750
SERVICES & SUPPLIES	612,016	651,605	(39,589)	596,297	612,016	651,605	(39,589)	596,297
SECURITY SERVICES	616,068	633,471	(17,403)	530,766	616,068	633,471	(17,403)	530,766
BUSINESS TRAVEL AND TRAINING	73,998	81,243	(7,245)	64,646	73,998	81,243	(7,245)	64,646
PROMO,ADV,DUES & MEMBERSHIPS	122,893	71,460	51,433	59,687	122,893	71,460	51,433	59,687
UTILITY SERVICES	105,000	107,063	(2,063)	82,364	105,000	107,063	(2,063)	82,364
REPAIRS & MAINTENANCE	223,581	263,591	(40,010)	189,977	223,581	263,591	(40,010)	189,977
CRANE MAINTENANCE PASS THRU	(44,747)	(100,000)	55,253	(103,333)	(44,747)	(100,000)	55,253	(103,333)
BERTH MAINTENANCE DREDGING	447,395	933,334	(485,939)	996,348	447,395	933,334	(485,939)	996,348
MISCELLANEOUS	12,035	18,034	(5,999)	13,830	12,035	18,034	(5,999)	13,830
TOTAL OPERATING EXPENSES	4,459,629	4,986,640	(527,011)	4,524,333	4,459,629	4,986,640	(527,011)	4,524,333
OPERATING INC BEFORE DS AND DEPR	2,139,622	1,380,582	759,040	1,218,937	2,139,622	1,380,582	759,040	1,218,937
NON OPERATING INCOME								
INVESTMENT INCOME	239,999	89,813	150,186	345,815	239,999	89,813	150,186	345,815
SHARED REVENUE FROM CITY	856,221	941,892	(85,671)	837,589	856,221	941,892	(85,671)	837,589
OPERATING GRANTS - SECURITY	-	19,792	(19,792)	-	-	19,792	(19,792)	-
OTHER NON OP INC/(EXP)	(353)	428	(781)	(328)	(353)	428	(781)	(328)
TOTAL NON OPERATING ITEMS	1,095,868	1,051,925	43,943	1,183,077	1,095,868	1,051,925	43,943	1,183,077
NON OPERATING EXPENSE								
DEBT SERVICE	1,321,458	1,418,124	(96,666)	1,327,158	1,321,458	1,418,124	(96,666)	1,327,158
CRANE DEMOLITION	-	-	-	-	-	-	-	-
TOTAL NON OPERATING EXPENSE	1,321,458	1,418,124	(96,666)	1,327,158	1,321,458	1,418,124	(96,666)	1,327,158
INCOME BEFORE DEPRECIATION	1,914,031	1,014,383	899,649	1,074,856	1,914,031	1,014,383	899,649	1,074,856

Jacksonville Port Authority
Balance Sheet (in thousands)
At October 31, 2025

	October 31, 2025	September 30, 2025
Current Assets		
Cash & cash equivalents	27,180	27,704
Restricted cash & cash equivalents	10,318	9,070
Accounts receivable, net	7,341	7,756
Notes and other receivables	135	135
Grants receivable	16,478	18,044
Inventories and other assets	5,476	5,500
Total Current Assets	66,928	68,209
Noncurrent Assets		
Restricted cash & cash equivalents	16,947	16,899
Restricted Cash for Cap Projects	14,983	25,103
Deferred outflow of resources	8,487	8,513
Capital Assets, net	1,112,301	1,099,605
Total Noncurrent Assets	1,152,718	1,150,120
Total Assets	1,219,646	1,218,329
Current liabilities		
Accounts payable	2,957	5,210
Construction accounts payable	23,258	34,087
Accrued expenses	821	718
Accrued interest payable	3,018	2,428
Retainage payable	4,197	9,273
Bonds and Notes Payable	8,920	8,920
Total Current Liabilities	43,171	60,636
Noncurrent liabilities		
Unearned Revenue	18,642	18,642
Accrued Expenses	2,481	2,481
Line of credit	26,221	12,432
Bonds and notes payable	178,993	178,993
Net Pension Liability	17,524	17,524
Deferred inflows - Pension	2,377	2,377
Total Non Current Liabilities	246,238	232,449
Total Liabilities	289,409	293,085
Net Position	930,237	925,244

COMMERCIAL HIGHLIGHTS

December 2025

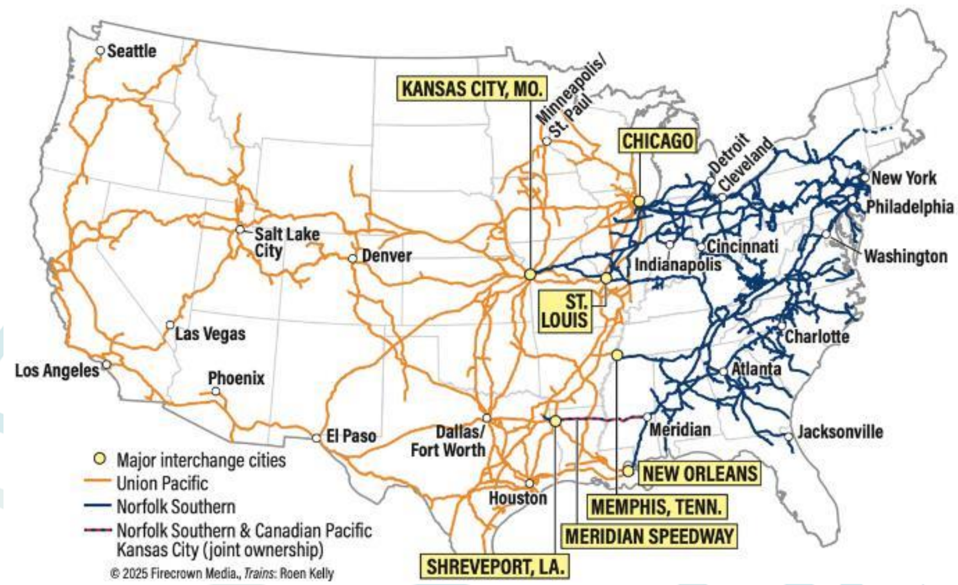
JAXPORT
JACKSONVILLE PORT AUTHORITY

COMMERCIAL HIGHLIGHTS

- MAJOR INDUSTRY NEWS
- CUSTOMER VISITS
- CARGO PERFORMANCE
- LOOK AHEAD TO NEW FISCAL YEAR

MAJOR INDUSTRY NEWS

- **RAILROAD NEWS:**
  - Union Pacific merger with NS
  - New CSX CEO



- **TRAILER BRIDGE SELLS LOGISTICS DIVISION**

- **PORT ENTRY FEES**

JAXPORT
JACKSONVILLE PORT AUTHORITY

3

KEY EVENTS AND MEETINGS

PANAMA
Containers & Vehicles

LONDON JAXCHAMBER TRIP
Containers

JAPAN RORO TRIP
Vehicles

HOUSTON BREAKBULK CONFERENCE
Breakbulk

JAX: FL. SUPPLY CHAIN SUMMIT
Containers, Vehicles & Breakbulk

JAXPORT

PANAMA CANAL 2025

JAXPORT
JACKSONVILLE PORT AUTHORITY

INAUGURAL EXPORT PROGRAM GRADUATES

6

NEW FISCAL YEAR: INDUSTRY OUTLOOK

CONTAINER VOLUME PROJECTIONS*: U.S. EAST COAST PORTS

Imports vs. prior year (loaded TEUs)

CY	QUARTER	CHANGE
2025	Q4	-11%
2026	Q1	-12%
	Q2	-5%
	Q3	-7%

**Source: Hackett Associates, Nov. 2025*

> ***"Ongoing volatility in U.S. tariff and immigration policy is creating significant economic uncertainty, with trade volumes expected to see unpredictable shifts over the next four to six months."***
>
> *- Ben Hackett, Principal, Hackett Associates; Oct. 2025*

PROJECTED CHANGE IN U.S. AUTO SALES

CY 2025 vs. 2026

SOURCE	PROJECTED CHANGE
Goldman Sachs	-1.0%
S&P Global	-1.5%
JD Power	-2.0%
Cox Automotive	-3.0%

> ***"We revise down U.S. sales and North America production estimates for 2025E-2023E to account for potential price increases driven by tariffs and a less favorable macro environment."***
>
> *- Bank of America; Sept. 2025*

NEW FISCAL YEAR: JAXPORT OUTLOOK

MAJOR CARGO TYPES FY 2025-26 BUDGET

CARGO	BUDGETED CHANGE vs. FY 2024-25 ACTUAL	GROWTH OPPORTUNITY
Containers *(TEUs)*	+5%	SSA Expansion Complete
Vehicles *(Units)*	+3%	Southeast Toyota relocation
Breakbulk *(Tonnage)*	+14%	Enstructure Breakbulk Space
Dry Bulk *(Tonnage)*	+44%	Low Base + Demand + Tenant Capabilities

DIVERSIFICATION STRATEGY

- **TRADE LANES: Latin America/Caribbean, Europe, South + SE Asia**
  - **U.S. Geographic Focus: Cargo originating in in/destined for Florida, U.S. SE and hinterlands served by rail via JAXPORT.**

- **CARGO/BUSINESS DIVERSIFICATION: Multiple cargoes.**

JAXPORT
JACKSONVILLE PORT AUTHORITY

COMMERCIAL HIGHLIGHTS

December 2025

Safety Report

Q4 2025

I. JAXPORT Employee Safety

a. Reportable Incidents

For CY 2025, JAXPORT has had seven (7) OSHA reportable incidents. Two incidents were for exposure to poison ivy, four were minor injuries to lower extremities, and one was eye related. Three of the incidents resulted in a total of 133 work days loss.

b. Training

The monthly safety series covered the following topics:

October – Back & Lifting Safety
November – Complacency in the Workplace
December – Incident Reporting

II. JAXPORT Terminal Safety

a. Fiscal Year-To-Date

For FY25, JAXPORT had 43 security violations for a total of 131 points. Eight violations were for speeding and driving related offenses, eleven were related to TWIC offenses, and remainder for a variety of offenses. Twenty violations occurred at Talleyrand, the remainder at Blount Island.

Type	Number	Points
Level 1	18	72
Level 2	12	36
Level 3	10	20
Level 4	3	3
		131

For FY26, JAXPORT has had 4 security violations for a total of 6 points. Two violations were for failing to follow JAXPORT FSP by ILA members, one was for TWIC escort, and the other resulted in a warning for failing to obey traffic directions. All but one violation occurred at Blount Island.

Type	Number	Points
Level 1	0	0
Level 2	0	0
Level 3	3	6
Level 4	0	0
		6

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

AWARDS COMMITTEE ZOOM MEETING MINUTES
October 16, 2025
11:00 AM

Awards Committee Members Attending

Bradley Burch, Chair
Patrick "Joey' Grieve
Raynesha Jones, Recording Secretary
Stephen Burdian

Other Attendees

James Bennett
Brandon Blanton
Michael McCoy
Brenda Dewitt
Elijah Wright
Chris Howard
Jose Vazquez
Iryna Davis
James "Tripper" Jones
Corelyn Diaz
Jerrie Gunder
Ron Alford
Wade Taylor
Guy Crawford
Brian Capprotti

Bradley
called the meeting to order at 11:00/11:08 AM

Item No. 1
AC2025-10-01
Milling and Asphalt Installation, Maintenance & Repair Services
JPA Project G/L No.: Various GL-5366 JPA Contract No.: 25-10
Watake Inc. $**2,100,000.00**
A motion was made and seconded. The Awards Committee voted unanimously to award this contract.

Item No. 2
AC2025-10-02
BIMT Hanjung Crane #8810 Refurbishment and IHI Crane #2253 Dismantle & Removal
JPA Project No.: B2022-14 JPA Contract No.: EQ-2006 CO#2
Reading Crane & Engineering Co. **$2,758,268.00**
A motion was made and seconded. The Awards Committee voted unanimously to award this contract.

Item No. 3
AC2025-10-03
Purchase of Four (4) ZPMC Trolley Wheels
JPA Project G/L No.: 178.5840 JPA Contract No.:PO-33227 CO#1
SIBRE Brakes USA LP **$ 5,588.94**
A motion was made and seconded. The Awards Committee voted unanimously to award this contract.

Item No. 4
AC2025-10-04
BIMT/DPMT/CT Annual Fire & Alarm Inspections 2025
JPA Project G/L No.: 175–5851/189–5851/188–5830 JPA Contract No.: PO-34827
Fire Sprinkler Services FL, LLC $**26,849.75.00**
A motion was made and seconded. The Awards Committee voted unanimously to award this contract.

Item No. 5
AC2025-10-05
Professional Consulting Leadership Training
JPA Project G/L No.:180.5310 JPA Contract No.: MC-2099

Dynamic Corporate Solutions, Inc. **$49,950.00**
A motion was made and seconded. The Awards Committee voted unanimously to award this contract.
Item No. 6
AC2025-10-06
PCOB 2nd Floor Air Handler Unit Retrofit
JPA Project G/L No.: 003.2035.173-25C JPA Contract No.: MC-2101
Carrier Corporation **$142,675.00**
A motion was made and seconded. The Awards Committee voted unanimously to award this contract.

Item No. 7
AC2025-10-07
Purchase of Five (5) New 2026 Vehicles for JAXPORT
JPA Project G/L No.: 003.2046. Multiple JPA Contract No.: VEH-2100
Garber Fleet Sales $279,781.75
A motion was made and seconded. The Awards Committee voted unanimously to award this contract.

*The meeting was adjourned at **11:28am***

Items No.1 & 2 require Board Approval

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

AWARDS COMMITTEE ZOOM MEETING MINUTES
November 20, 2025
10:00AM

Awards Committee Members Attending

Bradley Burch, Chair
Chelsea Kavanagh, Co-Chair
Patrick "Joey' Grieve
Beth McCague
Christopher Good
Raynesha Jones, Recording Secretary
Stephen Burdian

Other Attendees

James Bennett
Edwin Simmons
Michael McCoy
Brenda Dewitt
Elijah Wright
Wade Taylor
Corelyn Diaz
James Tripper Jones
Brian Capprotti
Jerrie Gunder
Jose Vazquez
Jack Taylor
Iryana Davis

Bradley
called the meeting to order at 10:00AM

Item No. 1
AC2025-11-01
Terminal Development for SET – Added Scope through Owner directed Changes for Project Closeout
JPA Project G/L No.: B2022-11 JPA Contract No.: AE-1830
JE Dunn Construction Company **$2,000,744.68**
A motion was made and seconded. The Awards Committee voted unanimously to award this contract.

Item No. 2
AC2025-11-02
Chain Link Fence Installation, Maintenance & Repair (Re-Bid)
JPA Project No.: Various JPA Contract No.: 25-09R
Country Boy Fence Co, Inc. **$396,000.00**
A motion was made and seconded. The Awards Committee voted unanimously to award this contract.

Item No. 3
AC2025-11-03
Design Port Wide Rail Expansion for Aggregate Development (READ)
JPA Project No.: G2026-02 JPA Contract No.: AE-2087
STV, Incorporated **$460,979.33**
A motion was made and seconded. The Awards Committee voted unanimously to award this contract.

Item No. 4
AC2025-11-04
Jaxport 103 Permit and Harbor Maintenance Dredging Permit
JPA Project No.: 172-5855-PERMIT JPA Contract No.: AE-2106
Taylor Engineering, Inc. . **$54,120.00**
A motion was made and seconded. The Awards Committee voted unanimously to award this contract.

*The meeting was adjourned at **10:16am***

Item No.1 requires Board Approval

PROCEDURES AND GUIDELINES

STATEMENT OF EMERGENCY
REQUEST FOR EMERGENCY PROCUREMENT

Date: 10/24/25 Date / Time Emergency Occurred: 10/17/25 1:55 pm Cost Center: D2025-01

General description of item/services required: NCL Brow Modification, Engineering and Weld Certification

Suggested Sources: Cogburn Bros, INC.

What is maximum time available to obtain item/services? 11 Days

Justification for Emergency Purchase: To modify NCL brow to rest farther into vessel due to safety concerns during a ship listing event. Modification will have approved engineered drawings and all welds will be certified.

Vendors contacted for quotes: This was an emergency that limited us on time to make the certified modifications

What action can be taken to prevent this emergency in the future? This is the action taken

Requested by: Brian Capprotti Department Manager Approval: Edwin Simmons
Edwin Simmons (Oct 24, 2025 14:27:26 EDT)

Next Level Director: James Bennett James G. Bennett, PE
James G. Bennett, PE (Oct 28, 2025 09:48:45 EDT)

Purchase Order Number: 35177 Amount: $ 22,000.00

Vendor Number: 14453 Vendor Name: Cogburn Bros, INC.

Corrective action taken to prevent future emergencies: Support legs extended out to rest brow farther into vessel

Approved by:_ Date: Christopher Good
Christopher Good (Oct 28, 2025 09:09:36 EDT)
Director of Procurement Services

Approved by:_ Date: Eric B. Green
Eric B. Green (Oct 28, 2025 23:28:53 GMT+9)
Chief Executive Officer

ALL EMERGENCY PURCHASES WILL BE APPROVED IN ACCORDANCE WITH FORMAL -INFORMAL BID THRESHOLDS ESTABLISHED ON SECTION 3-106 (13) OF SOP 1215

October 28, 2025

Company: Jacksonville Port Authority
Blount Island
Jacksonville, Fl

Attention: Brian Caprotti

RE: Brow non structural modification

Cogburn Bros. is pleased to provide you with this quotation for the above referenced project. Our scope of work is listed below.

Scope of work includes:

1. Pick up and transport Brow to our fab shop
2. Extend 4” x 4” x ½” aluminum runners 36” beyond existing location in order to secure in place when in use
3. Install 4” x 3/8” aluminum flat plate over tie in point to span butt weld in order to add strength to weld
4. Modify ramp to fit between new runners
5. Add extra bracing under ramp
6. Install new gussets under new runners for added support
7. Provide weld inspection for new welds made by Cogburn Brothers Inc
8. Deliver brow back to Jaxport facility
9. All Overtime needed to return brow in timely manner

Total Cost…………Not To Exceed $22,000.00

Final Price will be estimated per contract 2025-120

This Price is good for 30 days from the Bid Date. If you have any questions or need additional information, please do not hesitate to contact me at (904) 505-5041 or bpadgett@cogburnbros.com.

Best regards,
Billy Padgett
Cogburn Brothers Inc
904-505-5041

3300 FAYE RD. * JACKSONVILLE, FL 32226 * PHONE 904-358-7344

3300 FAYE RD. * JACKSONVILLE, FL 32226 * PHONE 904-358-7344

PROCEDURES AND GUIDELINES

STATEMENT OF EMERGENCY
REQUEST FOR EMERGENCY PROCUREMENT

Date: 11/11/25 Date / Time Emergency Occurred: 10/1/25 3:52 pm Cost Center: 178-5840

General description of item/services required: Trolley Wheel Alignment of Crane 10486

Suggested Sources: Casper Langeveld, Langeveld Project Management

What is maximum time available to obtain item/services? 10486 must be operation before 8844 rollback. Exact date TBD.

Justification for Emergency Purchase: Crane has been out of service since ~ April, 2025. We have adjusted and re-secured the trolley rails and replaced the forward trolley wheels in house. We have attempted to align the wheels in house and with Coker Crane with no success.

Vendors contacted for quotes: Langeveld Project Management

What action can be taken to prevent this emergency in the future? Unexpected mechanical failure, no action.

Requested by: Rod King Department Manager Approval: Brandon Blanton

Next Level Director: James Bennett

Purchase Order Number: 35374 Amount: S28,692.41

Vendor Number: 15685 Vendor Name: Langeveld Ind. B.V.

Corrective action taken to prevent future emergencies: NA

Approved by: Christopher Good Date:
Director of Procurement Services

Approved by: Eric Green Date:
Chief Executive Officer

ALL EMERGENCY PURCHASES WILL BE APPROVED IN ACCORDANCE WITH FORMAL -INFORMAL BID THRESHOLDS ESTABLISHED ON SECTION 3-106 (13) OF SOP 1215

Signature: James G. Bennett, PE
James G. Bennett, PE (Nov 13, 2025 08:47:15 EST)
Email: James.Bennett@jaxport.com

Signature: Christopher Good
Christopher Good (Nov 13, 2025 08:52:13 EST)
Email: christopher.good@jaxport.com

Signature: Eric B. Green
Eric B. Green (Nov 13, 2025 09:28:28 EST)
Email: eric.green@jaxport.com