

Board of Directors Meeting

August 28, 2023 09:00 AM



Agenda Topic

Presenter

Agenda

I. Pledge of Allegiance/Moment of Silence

II. [Approval of Minutes](#)

Chair Palmer
Clarkson

Board of Directors Meeting - June 26, 2023
Board of Directors Workshop - August 7, 2023

III. Public Comments

IV. Presentation

Crane Appropriation Check Presentation by Duval Legislative Delegation

V. New Business

[BD2023-08-01 Public Transportation Grant Agreement](#)

Justin Ryan

JAXPORT Crane Replacement

[AC2023-07-01 - Terminal Development for SET](#)

James Bennett

CM at Risk CO#2

[AC2023-08-01 - SSA Jacksonville Container Terminal - Phase 8](#)

James Bennett

Baker Constructors, Inc.

[AC2023-08-03 - Cruise Terminal Canopy Upgrades](#)

James Bennett

ACON Construction Co., Inc.

VI. CEO Update

Eric Green

VII. Reports

[R2023-08-01 Engineering and Construction Update](#)

James Bennett

[R2023-08-02 Financial Highlights by Beth McCague](#)

Info Only

[R2023-08-03 Financials/Vital Statistics](#)

Beth McCague

[R2023-08-04 Commercial Highlights](#)

Robert Peek

VIII. Other Business

Chair Palmer
Clarkson

Approval of Travel

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 September/October 2023.

IX. **Miscellaneous**

- A. Awards Committee Meeting Minutes - August 23, 2023
- B. Emergency Purchases - Purchase of one (1) I-Beam Festoon System and one (1) 4x25mm² Cable
- C. Unbudgeted Transactions - None

X. Adjourn

Chair Palmer
Clarkson

The next Board of Directors meeting is scheduled for Thursday, September 28, 2023 @9AM.



Minutes for Board of Directors Meeting

06/26/2023 | 09:07 AM - 10:02 AM - Eastern Time (US and Canada)

2831 Talleyrand Avenue, Jacksonville, FL 32206

Board Members Attending:

Mr. Palmer Clarkson, Chair
Mr. Daniel Bean, Vice Chair
Ms. Wendy Hamilton, Treasurer/Secretary
Mr. Ed Fleming, Member
Mr. Jamie Shelton, Member
Ms. Soo Gilvary, Member

Other Attendees:

Mr. Eric Green, Chief Executive Officer
Ms. Beth McCague, CFO/Chief of Staff
Ms. Linda Williams, Chief Administrative Officer
Mr. Nick Primrose, Chief, Regulatory Compliance
Mr. James Bennett, Chief Operating Officer
Mr. Mike McClung, Director of Finance
Mr. Reece Wilson, Office of General Counsel
Ms. Rebecca Dicks, Board Liaison

A meeting of the Jacksonville Port Authority Board of Directors was held on Monday, June 26, 2023 at the Port Central Office Building, 2831 Talleyrand Avenue, Jacksonville, Florida. Chairman Clarkson called the meeting to order at 9:07AM and welcomed all attendees. Board Member Ed Fleming led the audience in a moment of silence and the Pledge of Allegiance.

Approval of Minutes - Board of Directors Meeting - May 22, 2023

Board Chairman Clarkson called for approval of the May 22, 2023 Board of Directors Meeting Minutes. After a motion by Mr. Bean and a second by Mr. Shelton, the Board unanimously approved the minutes as submitted.

Public Comments

Board Chairman Clarkson called for comments from the public. There were no public comments.

New Business

BD2023-06-01 Proposed Operating and Capital Budget for FY2024

Ms. Beth McCague presented this submission for Board approval of JAXPORT's proposed FYE2024 Operating and Capital Budget as presented and its submission in the appropriate format to the Finance Committee of the Jacksonville City Council. This submission was approved earlier by the Audit Committee and recommended for approval by the full board.

Chairman Clarkson asked Daniel Bean, Chairman of the Audit Committee, if he would like to share some highlights from the Audit Committee's discussion of the budget. Mr. Bean stated that the Audit Committee had a robust discussion and thoroughly reviewed the budget. He stated that he was greatly impressed with the JAXPORT finance team's abilities in creating both the operating and capital budget. The highlights of the budget include a 12% increase in container revenue, though expenses have also risen, as was expected for most companies in America. He stated that the increase in revenue is exciting, especially as we recover from the impact of COVID-19. The budget was unanimously approved by the Audit Committee. Mr. Bean congratulated Beth and her team for their exceptional work in putting together a strong fiscal year 2024 budget, and he moved that the Board should approve it.

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

BD2023-06-02 Revised Budget - Berth Maintenance Dredging

Ms. Beth McCague presented this submission for Board approval of additional expense for Berth Maintenance Dredging not to exceed \$1.5 million over the 2023 budgeted amount.

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

BD2023-06-03 U.S. Dept. of Transportation Maritime Adm. Grant Agreement

Mr. Justin Ryan presented this submission for Board approval of the Grant Agreement, the PIDP Grant Agreement between Crowley, SSA Jacksonville, and JAXPORT, and the Resolution authorizing acceptance of the grant funding.

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

AC2023-06-01 Security Guard Services

Mr. James Bennett presented this submission for Board approval of the issuance of a contract to Allied Universal Security Services, Inc., for Security Guard Services, in the not to exceed amount of \$17,025,691.13 for the initial contract period of three (3) years, starting November 1, 2023 to October 31, 2026, with two (2) additional one (1) year renewal options; and for Board approval of adjusting the annual expenditure in accordance with annual budgeted appropriations.

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

AC2023-06-02 TMT Berth 5 Pile Jacket Repairs

Mr. James Bennett presented this submission for Board approval of the issuance of a contract to Michel's Construction, Inc. for TMT Berth 5 pile jacket repairs in the amount of \$1,319,732.00.

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

AC2023-06-03 Bartram Island DMMA Cell "C" Restoration & Capacity Improvement

Mr. James Bennett presented this submission for Board approval of the issuance of Change Order No. 1 to Brance Diversified, Inc. in the amount of \$839,618.77 for Bartram Island DMMA Cell "C" restoration & capacity improvement. The total cost to include Change Order No. 1 is \$8,614,618.77.

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

CEO Update

CEO Eric Green informed the Board that Constantino, a major Spanish tile manufacturer, has chosen Jacksonville as the location for its new North American manufacturing plant. The decision was influenced by the significant role of the port in Jacksonville. The project is expected to create approximately 180 local jobs and generate new volumes for JAXPORT. Additionally, Convoy Beverage Alliance, a Florida-based warehousing and transportation provider, has become a new user of the foreign trade zone.

Mr. Green stated that James Bennett, JAXPORT's Chief Operating Officer, has been named the 2023 Maritime Person of the Year by the Jacksonville Propeller Club. This prestigious

recognition acknowledges James' significant contributions to the growth and success of Jacksonville's Maritime Community. James is responsible for overseeing two operational divisions and the Engineering and Construction Department, including major growth projects. Propeller Club President Kenny Santos described James as a visionary leader with the knowledge and experience to elevate Jacksonville's growth to new heights. He extended congratulations to James Bennett for this well-deserved recognition.

Mr. Green stated that to celebrate the arrival of ONE STORK, the largest container ship to ever call on JAXPORT last month, the community was invited to participate in a social media photo contest, with citizens asked to share their best pictures using a designated hashtag. The initiative gained significant popularity, attracting attention from local, national, and international news outlets. Numerous photos were submitted, showcasing residents' artistic talents and even featuring their kids and pets. Mr. Green then introduced the contest winner, Mary Olson. CEO Green and Chairman Clarkson then presented her with a small token in appreciation for her photo.

Mr. Green informed the Board that he recently undertook an international trip to Marseille, where he met with CMA CGM. The trip was highly successful, as they expressed a strong interest in collaborating with JAXPORT. They have shown eagerness to receive further information from Robert, myself, and our team. As a result of this promising interaction, Mr. Green is confident that we may witness the launch of a new service by the end of this year or the first quarter of the next. He extended his gratitude to Robert and his team for their valuable assistance in this endeavor.

Reports

R2023-06-01 Engineering and Construction Update

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

R2023-06-02 Financial Highlights by Beth McCague

Ms. Beth McCague provided Financial Highlights to the Board in their books for the month of May 2023.

R2023-06-03 Financials/Vital Statistics

Mr. Mike McClung provided an overview of the financials and vital statistics.

R2023-06-04 Commercial Highlights

Mr. Robert Peek provided updated commercial highlights to the Board for the month of June 2023.

Other Business

After a motion by Mr. Fleming and a second by Mr. Bean, the Board unanimously approved travel by one or more Board Members of the Authority for business solicitation purposes or to attend any necessary conferences and/or meetings during the months of August/September 2023.

Chairman Clarkson thanked Daniel Bean for his tenure as JAXPORT'S representative on the North Florida Transportation Planning Organization (TPO). Mr. Bean served on the TPO for three and a half years, having been appointed by former Chairman John Baker in December 2019. The Board expresses its gratitude to Daniel for his time and dedication in attending monthly meetings, recognizing the significant commitment required for this role.

Since Daniel is now stepping down from this position, Board Member Soo Gilvarry has agreed to take on this responsibility. The Board expresses their appreciation to Soo and hopes she will enjoy serving on the TPO for the next year. JAXPORT emphasizes the importance of representation and having a voice in TPO to ensure that its interests are considered.

There were no emergency purchases or unbudgeted transactions.

There being no further business of the Board, the meeting adjourned at 10:02AM.



Minutes for Board Workshop

08/07/2023 | 09:00 AM - 12:55 PM - Eastern Time (US and Canada)

North Florida TPO Office, 980 N. Jefferson Street, Jacksonville, FL 32209

Board Members Attending:

Mr. Palmer Clarkson, Chairman
Mr. Daniel Bean, Vice Chairman
Ms. Wendy Hamilton, Treasurer/Secretary
Mr. Jamie Shelton, Member
Ms. Soo Gilvarry, Member

Absent:

Mr. Ed Fleming, Member

Other Attendees:

Mr. Eric Green, Chief Executive Officer
Ms. Beth McCague, CFO/Chief of Staff
Ms. Linda Williams, Chief Administrative Officer
Mr. Nick Primrose, Chief, Regulatory Compliance
Mr. James Bennett, Chief Operating Officer
Ms. Chelsea Kavanaugh, Chief Communications Officer
Dr. John Martin, Martin & Associates - via Zoom
Mr. Frank Ward, Ward Maritime Consulting Services - via Zoom
Mr. Jeff Sheffield, Executive Director, North FL TPO
Mr. Mike Weinstein, Interim CFO, City of Jacksonville
Ms. Rebecca Dicks, Board Liaison

A workshop of the Jacksonville Port Authority Board of Directors was held on Monday, August 7, 2023 at the North Florida TPO office, 980 N. Jefferson Street, Jacksonville, Florida. Chairman Clarkson called the workshop to order at 9:00AM. The CEO, Eric Green, opened the workshop by extending a warm welcome to all participants. He informed the Board that the primary objective of the workshop was to present an updated progress report covering the years 2020 to 2023. This report focuses on the implementation and advancements made within the context of the initial 2020-2025 Strategic Plan. During the workshop, Mr. Green emphasized to the Board members that the session would not involve any voting or necessitate major decisions. Instead, the focus was on knowledge-sharing and information dissemination. Mr. Green introduced the key speakers for the event, including Dr. John Martin from Martin & Associates, an economist industry consultant, and Mr. Frank Ward, a specialist in breakbulk cargo. The objective of these presentations was to broaden the Board's understanding and facilitate informed discussions regarding the port's operations and strategic

direction. Mr. Eric Green then introduced Mr. Nick Primrose to the Board members. Mr. Primrose reiterated the earlier message that the workshop was not intended for voting or making significant decisions. He highlighted that the workshop adhered to public notice protocols. Ms. Beth McCague provided an overview of the progress showing quantitative results compared to forecast the strategic plan up until June 30, 2023. She highlighted the two strategic initiatives that have been successfully completed – harbor deepening and rebuilding of the cruise business segment. She also reviewed major projects in the strategy prioritizing investment in infrastructure, including crane refurbishment, and Blount Island berth expansions. She noted the 2024 Capital Budget at over \$430 million was the highest in history. The Capital Budget will fund multiple improvement projects that are preparing the port to handle more cargo activity. Finally, Ms. McCague reviewed key actions the port has taken to improve safety throughout the terminals and to provide training to raise the competence levels across the organization. Mr. Robert Peek delivered an update to the Board regarding the commercial sales processes and outcomes. His presentation centered around three core areas: Expanding Container Business: Mr. Peek highlighted the successful efforts undertaken to grow the container business. He discussed strategic initiatives and actions that contributed to the expansion of this segment, showcasing how the port has effectively won additional container-related activities by attracting new shipping lines calling on JAXPORT. He reported that he expects container TEU counts will meet 2025 forecast goals. Mr. Peek indicated the port has future capacity to grow container volume to 2.4 million TEU's annually.

Maintaining Vehicle Business: Mr. Peek noted one of the major strategies was to facilitate the relocation of Southeast Toyota to Blount Island. He also intends to focus on growing Ro-Ro (high and heavy) volumes. JAXPORT will remain a top vehicle handling port and to grow this business segment, more land is needed.

Growing Breakbulk Business: Mr. Peek elaborated on the port's success in growing the breakbulk business. He shared insights into the targeted strategies and endeavors that have led to positive outcomes and increased tonnage in this particular area.

Mr. Peek's presentation shared an overview of the port's commercial sales team, highlighting their achievements in expanding container business, maintaining vehicle business, and fostering growth in the breakbulk sector.

Ms. Linda Williams presented the Fiscal Year 2024 Revenue and Expense Budget to the Board. Her report included a detailed breakdown of anticipated revenues and expenditures for

the upcoming fiscal year. Additionally, Ms. Williams provided a forward-looking perspective by sharing a 5-year revenue forecast.

Dr. John Martin and Frank Ward delivered a comprehensive presentation shedding light on the historical and present conditions at JAXPORT. The analysis focused on the forest products and breakbulk market segments. Dr. Martin also identified promising opportunities for growth and outlined specific measures that should be taken to capitalize on these prospects. This included the need for additional warehouse space. He stressed the need for consistent maintenance of the 40ft channel at Talleyrand, underlining its critical role in ensuring smooth maritime access.

Additionally, Dr. Martin brought attention to vital improvements such as the efficient rail services and enhanced car availability required for successful breakbulk operations. He also said efficient truck turn times at the terminal is a priority.

The presentation further identified challenges, including rising terminal charges and elevated truck rates due to constrained backhaul availability. Dr. Martin's insights underscored the importance of mitigating these issues to foster a more favorable operating environment. Lastly, the presentation recognized the potential benefits of increased rail car availability, further highlighting its impact on operational optimization.

In summary, Dr. John Martin's presentation offered a review of the historical and current state of breakbulk activity at JAXPORT. Importantly, he forecasts the import paper market is expected to double over the next 5 years. Through actionable recommendations and an identification of areas needing improvement, his insights provided a roadmap for addressing challenges and leveraging opportunities for sustainable growth.

Mr. Jeff Sheffield, the Executive Director of the North Florida Transportation Planning Organization (TPO), presented a concise overview of the organization's role in guiding the transportation development and maintenance across Clay, Duval, Nassau, and St. Johns counties. Mr. Sheffield's presentation outlined the TPO's crucial responsibilities, which include planning, securing funding, and effectively mobilizing resources to support the growth and sustainability of the transportation system within the mentioned counties. This overview served to provide the board with a clear understanding of the TPO's pivotal role in orchestrating collaborative efforts to enhance the regional transportation infrastructure. Mr. Sheffield highlighted the technology arm of the TPO, Smart North Florida, which is funding a study for JAXPORT. This study will help identify how the port's current infrastructure, i.e., 500 security

cameras, can be teamed with technology to provide more real time data on terminal operations.

During a working lunch, Ms. McCague reviewed a history of interlocal government revenue. There was a discussion about the need to have a reliable, increasing inflow from this source. Mr. Weinstein commented on potential annual increase metrics that could be considered.

Mr. Eric Green provided the board with an update on the ongoing process of prioritizing potential property acquisitions. His presentation outlined the strategic considerations, evaluation criteria, and decision-making framework being employed to identify properties that align with the port's long-term goals and objectives.

Continuing the workshop, Mr. Green gave highlights of proposals for future use of the Southeast Toyota property at Talleyrand which will be vacated in 2025.

Mr. James Bennett presented an update outlining the timeline for the raising the JEA transmission lines.

Mr. Eric Green discussed the 25-acre JEA parcel located on Blount Island. This property will be used by JEA during construction of raising the power lines. JAXPORT has the first right of refusal to purchase this parcel until December 2026.

Additionally, Mr. Green presented JEA's process for proposing the development of the St. Johns River Power Park (SJRPP). JEA has engaged the consulting firm CBRE to guide the process.

Mr. Green concluded the workshop by expressing gratitude to the attending Board members for their participation and engagement. He acknowledged their contributions throughout the session. Mr. Green emphasized an open-door approach, welcoming any insights, suggestions, or input the Board members may have regarding the presented plan and discussed matters. This collaborative approach underscores the port's commitment to transparent communication and the importance of a shared vision in shaping the port's future direction.

Chairman Clarkson then thanked all participants for their attendance. The workshop adjourned at 12:55PM.

BD2023-08-01



SUBMISSION FOR BOARD APPROVAL

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**SUBJECT: Public Transportation Grant Agreement – Crane Replacement
Financial Project 433289-2-94-01**

COST: \$30,000,000 State

BUDGETED: Yes

SOURCE OF FUNDS: Capital

BACKGROUND: This project includes design, purchase, delivery, and commissioning of new ship-to-shore cranes as well as any necessary berth modifications for the new cranes. Demolition of old cranes is included, if necessary, to accommodate space and placement of the new cranes. The new ship-to-shore cranes will be located at Blount Island Marine Terminal and Talleyrand Marine Terminal.

STATUS: Once approved by JAXPORT's Board of Directors, JAXPORT's Engineering Department and Equipment Department will prepare specification requirements for the new cranes, identify those manufacturers capable of producing cranes to our specifications and timeframes, and finalize scope of services in order for our Procurement Department to prepare solicitations for the purchase of ship-to-shore cranes.

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

ATTACHMENTS:

Resolution
Public Transportation Grant Agreement (PTGA)

BD2023-08-01



**SUBMISSION
FOR
BOARD APPROVAL**

RECOMMENDED FOR APPROVAL:

Justin Ryan, Manager,
Foreign Trade Zone No. 64 and
Grant Administration

Justin Ryan
Justin Ryan (Aug 21, 2023 10:38 EDT)

Signature and Date

SUBMITTED FOR APPROVAL:

Eric Green
Chief Executive Officer

Eric B. Green
Eric B. Green (Aug 21, 2023 11:40 EDT)

Signature and Date

BOARD APPROVAL:

August 28, 2023
Meeting Date

Rebecca Dicks/Recording Secretary

ATTEST:

Wendy Hamilton, Treasurer/Secretary

J. Palmer Clarkson, Chairman

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 2023/2024 FOR A CRANE REPLACEMENT PROJECT

WHEREAS, the Jacksonville Port Authority (JAXPORT) has been presented a Public Transportation Grant Agreement (PTGA) with the Florida Department of Transportation (FDOT) FM 433289-2 for a Crane Replacement Project; and

WHEREAS, FDOT and JAXPORT have agreed that FDOT will provide funds of \$30,000,000.00 in FDOT fiscal year 2023/2024 under Reimbursement Payment Provisions according to the terms and conditions of the PTGA.

NOW THERE, BE IT REOLVED by JAXPORT:

Section 1: JAXPORT confirms its desire to enter into the PTGA with FDOT.

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

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

APPROVED AND ADPOTED THIS 28th DAY OF AUGUST 2023.

(Official Seal)

JACKSONVLE PORT AUTHORITY

J. Palmer Clarkson, Chairman

ATTEST:

Wendy O. Hamilton, Treasurer/Secretary

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
 GRANT AGREEMENT**

Form 725-000-01
 STRATEGIC
 DEVELOPMENT
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Financial Project Number(s): <small>(item-segment-phase-sequence)</small> 433289-2-94-01	Fund(s): GR24	FLAIR Category: 088862
_____	Work Activity Code/Function: 215	Object Code: 751000
_____	Federal Number/Federal Award Identification Number (FAIN) – Transit only: _____	Org. Code: 55022020229
Contract Number: _____	Federal Award Date: _____	Vendor Number: VF593730270001
CFDA Number: _____	Agency SAM/UEI Number: _____	
CFDA Title: _____		
CSFA Number: 55.039		
CSFA Title: Local Transportation Projects		

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 Jacksonville Port Authority crane replacement initiative, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement (“Project”), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

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

- Aviation
- Seaports
- Transit
- Intermodal
- Rail Crossing Closure
- Match to Direct Federal Funding (Aviation or Transit)
 (Note: Section 15 and Exhibit G do not apply to federally matched funding)
- Other _____

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

- Exhibit A: Project Description and Responsibilities
- Exhibit B: Schedule of Financial Assistance
- *Exhibit B1: Deferred Reimbursement Financial Provisions
- *Exhibit B2: Advance Payment Financial Provisions
- *Exhibit B3: Alternative Advanced Pay (Transit 5310/5339 Programs)
- *Exhibit C: Terms and Conditions of Construction
- Exhibit D: Agency Resolution
- Exhibit E: Program Specific Terms and Conditions
- Exhibit F: Contract Payment Requirements
- *Exhibit G: Audit Requirements for Awards of State Financial Assistance
- *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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- *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 September 30, 2027. 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 _____, 20____ 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.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
 GRANT AGREEMENT**

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 STRATEGIC
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9. Project Cost:

- a. The estimated total cost of the Project is \$ 30,000,000 . 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 \$30,000,000 and, the Department's participation in the Project shall not exceed 100 % 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:
 - 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.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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- 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.

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- 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

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in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities**.

- 11. General Requirements.** The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.
- a. Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
 - b. Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
 - c. Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
 - i.** Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or
 - ii.** Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
 - d.** If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
 - e.** If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
 - i.** Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
 - ii.** Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
 - iii.** Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
 - f. Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
 - g. Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make

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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:

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- 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

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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

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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

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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.

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- 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.

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- 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. **Executive Order 20-44.** Pursuant to Governor's Executive Order 20-44, if the Agency is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Recipient shall submit an Annual Report to the Department, including the most recent IRS Form 990, detailing the total compensation for each member of the Agency executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Agency shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Agency. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at fdotsingleaudit@dot.state.fl.us within 180 days following the end of each tax year of the Agency receiving Department funding.
- 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.

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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

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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.

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- 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

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

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

Title: _____

Title: Urban Planning and Modal Administrator

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

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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 crane replacement initiative. JAXPORT (the Agency) owns and maintains ship-to-shore cranes used by commercial tenants. New cranes will allow for efficient loading and unloading of cargo. This project includes design, purchase, delivery, and commissioning of new ship-to-shore cranes as well as any necessary berth modifications for the new cranes. Demolition of old cranes are included if necessary to accommodate space and placement of the new cranes.

B. Project Location (limits, city, county): Jacksonville, FL Duval County

Illustration/graphic/map of project area is applicable and attached to this Exhibit A.

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): This Project includes the activities described in the Project Description, including but not limited to: berth modifications (asphalt paving; construction; construction inspection services; contractor stand-by; crane rail modifications; crane securing components; demobilization; demolition; utility modifications, etc.); crane and crane equipment design and manufacturing; equipment and transportation to facilitate ship-to-shore crane delivery and installation; electrical components and systems; crane fasteners and connectors; commissioning to include but not limited to all installation and testing of all systems; lighting systems; mobilization; painting; permitting; equipment manufacturing plan development (e.g., 30 / 60 / 90 / 100 % and as-builts); procurement costs; necessary spare parts; spreaders; snag load system; elevator systems; trim/list/skew system; stowage pins and tie-downs; testing and certification of all components.

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

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.

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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
433289-2-94-01	GR24	088862	2024	751000	55.039	Local Transportation Projects	\$ 30,000,000
							\$
Total Financial Assistance							\$ 30,000,000

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$	\$	\$	\$			
Planning	\$	\$	\$	\$			
Environmental/Design/Construction	\$	\$	\$	\$			
Capital Equipment/Preventative Maintenance	\$ 30,000,000	\$ 0	\$ 0	\$ 30,000,000	100%	0%	0%
Match to Direct Federal Funding	\$	\$	\$	\$			
Mobility Management (Transit Only)	\$	\$	\$	\$			
Totals	\$ 30,000,000	\$ 0	\$ 0	\$ 0	100%	0%	0%

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

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

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

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

 Department Grant Manager Name

 Signature

 Date

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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: _____

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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**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.

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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.

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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.

L. Acquisition of Crane. Department funding, as listed in **Exhibit "B", Schedule of Financial Assistance**, will be cost reimbursed using the following schedule, unless stated otherwise in **Exhibit "A", Project Description and Responsibilities**:

1. Sixty (60) percent after landside delivery and acceptance by the Agency.
2. Forty (40) percent after installation and commissioning has been completed.

-- End of Exhibit E --

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EXHIBIT F

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

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

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

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

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

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

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

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

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

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

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports. The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address:

<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>

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EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Awarding

Agency: Florida _____
Department of _____
Transportation _____

State Project Title: CSFA Number: *Award Amount: \$

Awarding

Agency: Florida _____
Department of _____
Transportation _____

State Project Title: CSFA Number: 55.039 *Award Amount: \$ 30,000,000

*The award amount may change with amendments.

Specific project information for CSFA Number(s) 55.039 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(s) 55.039 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-2023-07-01
Reference No.

File

07/21/2023
Date

SUBJECT: Terminal Development for SET - CM at Risk - Early Procurement of HVAC and Electrical Equipment
JPA Project No.: B2022.11 JPA Contract No.: AE-1830 CO#2
JE Dunn Construction Company

COST: \$4,609,876.00

BUDGETED

NON-BUDGETED

BACKGROUND:

This project consists of purchasing long lead equipment and other items required to complete such portion of work as described in early release bid packages described herein, on the 89 acres located on Blount Island for AE-1830 Terminal Development for SE Toyota.

On Tuesday, June 06, 2023, JE Dunn Construction Inc., Construction Manager at Risk (CMAR) for the AE-1830 Terminal Development for SE Toyota Project, solicited bids from qualified and licensed contractors for three separate bids packages; Bid Package 23A HVAC Equipment, Bid Package 26A Power Distribution, and Bid Package 26B Emergency Power. On Thursday, June 15, 2023, a non-mandatory pre-bid conference was held virtually via a “Microsoft Teams” meeting. On Friday, July 7, 2023, JE Dunn Construction received bids for all three (3) packages. After review of the conforming bids, it is the recommendation of JE Dunn Construction, Inc. to award a contract to Trane Commercial Systems for the 23A – HVAC Equipment and City Electric Supply for the 26A – Power Distribution scope of work, both who offered the lowest, responsive, and responsible bid for their respected bid packages. The scope of work for package 26B – Emergency Power will be rebid at a later date as the Owner has decided to switch to a gas-powered Generator in lieu of what was currently priced and submitted for this package.

EXPENSE CATEGORY:

- Renewal of existing services
- Replacement (end of life) or upgrade of equipment
- Related to new opportunity
- Related to or part of cap-ex strategy

This is a budgeted capital item for FY 23, and will be funded with 50% FDOT funds, and 50% SET funds.

FINANCIAL:

Available Budget:	\$ 25,633,254
Proposed Expense:	<u>\$ 4,609,876</u>
Remaining Balance:	\$ 21,023,378

RECOMMENDATION:

Due to the long lead times for delivery of this equipment and the fact no board meeting was held in July, the CEO provisionally approved this contract after consultation with the Board Chairman, Management now request Board ratification of total expenditure of \$4,609,876 to JE Dunn, Construction Manager at Risk for this project that includes sub-contracts with Trane Commercial Systems and City Electric Supply.

AC-2023-07-01

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

Attachments: JE Dunn Construction Company Change Order No. 2 Request Dated 07/11/2023
Award Recommendation dated 07/12/2023

ORIGINATED BY:


Kelsey Cox (Jul 21, 2023 12:16 EDT)

Kelsey Cox, Sr. Director, Engineering & Construction

SUBMITTED FOR APPROVAL


Retta Rogers (Jul 21, 2023 15:27 EDT)

**Retta Rogers, Manager, Procurement Services
on behalf of Director, Procurement Services**

AWARDS COMMITTEE ACTION

APPROVED

APPROVED/REJECTED/DEFERRED

CONDITIONS OF APPROVAL (IF ANY):


Sandra Platt (Jul 21, 2023 15:31 EDT)

Sandra Platt, Secretary to Awards Committee


Beth McCague (Jul 25, 2023 07:26 EDT)

Beth McCague, Interim Chair to Awards Committee

CHIEF EXECUTIVE OFFICER ACTION

APPROVED

APPROVED/REJECTED/DEFERRED

CONDITIONS OF APPROVAL (IF ANY):


Eric B. Green (Jul 25, 2023 07:35 EDT)

Eric B. Green, Chief Executive Officer

CONDITIONS OF APPROVAL (IF ANY):

Date

Rebecca Dicks, Corporate Secretary

BOARD DECISION

APPROVED/REJECTED/DEFERRED

CONDITIONS OF APPROVAL (IF ANY):

Date

Board Chairman

Date

Board Secretary



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

CAPITAL PURCHASE ORDER

VENDOR: JE Dunn Construction #15379 **CONTRACT NO:** AE-1830-02

ADDRESS: 24 Drayton Street, Suite 400 **REQUESTING DEPT:** Engineering
Savannah, GA 31401 **JAXPORT TELEPHONE:** (904)357-3082
Scott Bodden, Project Manager **JAXPORT CONTACT:** Kelsey Cox

TELEPHONE/FAX: scott.bodden@jedunn.com **G/L ACCT. #:** 003.2050.AE-1830.B2022.11

DESCRIPTION	
Change Order No. 2 to CPO 4868	
Early purchase of HVAC and Electrical Equipment for the 89 acres located at BIMT. Terms and Conditions are in accordance with contract AE-1830. (See GMP Package No. 2 Early Procurement of HVAC and Electrical Equipment dated 07/11/2023 attached).	
TOTAL EARLY HVAC & ELECTRICAL EQUIPMENT: \$ 4,609,876.00	
*Current Contract Value to include Change Order No. 1 – 2 is \$23,321,665.00	
COO APPROVAL: <u>James G. Bennett, PE</u> <small>James G. Bennett, PE (Jul 21, 2023 15:03 EDT)</small>	AUTHORIZED COST: \$ 4,609,876.00

REQUESTED BY: James Jones
James Jones (Jul 21, 2023 12:04 EDT)

ENGINEERING APPROVAL: Kelsey Cox
Kelsey Cox (Jul 21, 2023 12:16 EDT)

PROCUREMENT APPROVAL: Retta Rogers
Retta Rogers (Jul 21, 2023 15:27 EDT)

CHIEF EXECUTIVE OFFICER: Eric B. Green
Eric B. Green (Jul 25, 2023 07:35 EDT)

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

PROCUREMENT PROCESS / AWARD RECOMMENDATION

DATE: 07/12/2023

PROJECT BUDGET TITLE: Terminal Development for SET – CM at Risk – Early Procurement of HVAC and Electrical Equipment

PROJECT BUDGET: \$

PROJECT NUMBER: B2022.11

JPA CONTRACT NO.: AE-1830

CHANGE ORDER NO.: 2

TOTAL CO AMOUNT: \$ **4,609,876.00**

ORIGINAL CONTRACT AMOUNT: \$ **700,000.00**

TOTAL CONTRACT AMOUNT W/CO's: \$ **23,321,665.00**

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

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

RECOMMENDED AWARD: YES/NO YES

RECOMMENDED AWARD AMOUNT \$: **4,609,876.00**

Reviewed and Approved for signature by:

	Approved/Disapproved	Signature	Date
JE Dunn, Contractor	APPROVED	<u>Jeffrey Gazaway</u> <small>Jeffrey Gazaway (Jul 12, 2023 12:35 EDT)</small>	Jul 12, 2023
Brad Chupp, SET	APPROVED	<u>Bradley Chupp</u> <small>Bradley Chupp (Jul 12, 2023 14:56 EDT)</small>	Jul 12, 2023
Retta Rogers, Manager on behalf of Director	APPROVED	<u>Retta Rogers</u> <small>Retta Rogers (Jul 12, 2023 15:06 EDT)</small>	Jul 12, 2023
Jose Vazquez, Director	APPROVED	<u>Jose Vazquez</u> <small>Jose Vazquez (Jul 12, 2023 16:07 EDT)</small>	Jul 12, 2023
Kelsey Cox, Sr. Director	APPROVED	<u>Kelsey Cox</u> <small>Kelsey Cox (Jul 12, 2023 16:33 EDT)</small>	Jul 12, 2023



www.jedunn.com

Kelsey Cox
Senior Director, Engineering & Construction
Jacksonville Port Authority
2831 Talleyrand Ave.
Jacksonville, Florida 32206

RE: AE-1830 Terminal Development for SE Toyota
SE Toyota – Blount Island Automotive Distribution Facility
GMP – Package #02 – Early Procurement of HVAC Equipment, Power Distribution Equipment, and
Emergency Power Equipment

Ms. Cox,

JE Dunn Construction Company is pleased to provide pricing for GMP Package #02, for the AE-1830 Terminal Development for SE Toyota (“SET”).

The scope of services for this proposal includes early procurement of HVAC equipment and power distribution equipment, as detailed in Appendix A. The scope of work called out in package 26B for the emergency power equipment is specifically excluded from this package due to a change in design of the generator(s) shown on the bid documents.

In addition to the cost of work items mentioned above, the GMP Package #02 estimate also includes JE Dunn’s markups for business license, permit(s), insurances, and contractor’s fee, as allowable by the Prime Contract.

Total for GMP Package #02.....\$4,609,876.00

* GMP Package #02 – Trade Summary and Detail, attached herein

* GMP Package #02 – Qualifications and Clarifications, attached in Appendix A

* GMP Package #02 – Contract Document and Specification Log, attached in Appendix A-1

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

Sincerely,

JE DUNN CONSTRUCTION

Scott Bodden, Project Executive





GMP Package #02

APPENDIX - A
QUALIFICATIONS & CLARIFICATIONS

**SE TOYOTA – BLOUNT ISLAND ACCESSORY & OPERATIONS SUPPORT
BUILDINGS
JACKSONVILLE, FL**

For GMP Package #02 Dated

07/11/2023

TABLE OF CONTENTS

00A – GENERAL CONDITIONS	3
00B – ALLOWANCES	3
00C – UNIT RATES/ALTERNATES.....	3
00D – INSURANCES, PERMITS, AND FEES	4
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26A – POWER DISTRIBUTION EQUIPMENT.....	4
26B – GENERATOR AND ATS.....	5

00A – GENERAL CONDITIONS

1. This estimate is based on the documents listed in Appendix A-1, dated June 27th, 2023, attached herein.
2. We have included zero (0) additional months of General Conditions and General Requirements for the completion of this GMP Package.
3. A procurement services fee of .5% is included to aid in reviewing submittals, completing the order, and verifying equipment once it arrives onsite.
4. JE Dunn’s proposal does not include time or costs for impacts that may arise from an epidemic or pandemic (including the COVID-19 pandemic), including, but not limited to, potential interruptions to supply chains, price escalations, unavailability of work force, acts of government or other authorities having jurisdiction affecting performance, additional safety or protective measures to protect the workforce, virus related cleaning or sanitation of the jobsite, or other issues impacting JE Dunn’s proposal for this Project. JE Dunn reserves its right to an adjustment in the event of such time and cost impacts.
5. Our price does not include any fees associated with acquiring necessary electronic drawing files (CAD and or BIM) that we will need to expedite shop drawing and estimating work. We will need access to this information throughout the project. These costs, if any, should be carried by the Owner.
6. JE Dunn specifically excludes the responsibility to ascertain that the contract documents are in accordance with laws, statutes, etc., and exclude any costs related to the lack of design compliance of the contract documents prepared by others.
7. We have not included tap, impact, connection, system demand, capacity or meter fees for the project sewer, water, or electrical utilities.
8. All testing & special inspections are to be provided and paid for by the Owner and will be coordinated by the General Contractor, including NPDES monitoring.
9. All furniture/furnishings/equipment that are not specifically identified in this document are excluded.
10. We have not included any certification fees, 3rd party reviews, registration charges, testing, 3rd party inspection costs or consultant fees associated with LEED, NGBS or Energy Star certifications.
11. Our pricing excludes tariffs, import and export duties and similar charges not in effect on the date of this agreement. The Owner is responsible for all and shall issue a change order for increased costs due to such new or increased tariffs, duties, and similar charges.

00B – ALLOWANCES

1. An allowance of \$175,000.00 is included to cover any gaps in the 23A – HVAC Equipment scope of work as the design team works through the completion of the overall design package.
2. An allowance of \$162,633.00 is included to cover the premium to switch to natural gas heat vs. electric. This is equal to the 10 percent premium in the equipment cost.
3. An allowance of \$150,000.00 is included to cover any gaps in the 26A – Power Distribution Equipment scope of work as the design team works through the completion of the overall design package.

00C – UNIT RATES/ALTERNATES

1. Extend Part and Equipment Labor Warranty.....\$93,536.00/YR

00D – INSURANCES, PERMITS, AND FEES

1. We have included Builder's Risk Insurance at a rate of 2%. If the Owner plans on providing Builders Risk Insurance, JED will need to review and ensure standards are met. JED standards can be provided upon request.
2. General Liability & Workers Compensation Insurance is included at a rate of 1.98% of the total contract sum.
3. We have included Subcontractor Bonds at a rate of 1.50% of the total contract sum.
4. We have included Business License.
5. We have included a Construction Contingency at a rate of 2.00% of the contract value.
6. We have included a General Contractor's Fee and it shall be billed to the project at a rate of 4.50% based on the contract value and subsequent contract value based on change orders. Fee will not be given back on deductive change orders.
7. Our pricing excludes the following:
 - a) Owner's Protective Liability Insurance.
 - b) General Contractor's Payment & Performance Bonds.
 - c) Excess Liability Insurance.
 - d) We have not included Architectural, Civil, Structural, or Engineering design fees.
 - e) Cost of Special Inspections (By Owner)
 - f) Escalation
 - g) Design Contingency
 - h) Owner Contingency
 - i) Impact/Tap/Meter/Development fees
 - j) Utility fees

23A – MECHANICAL EQUIPMENT

1. We have included (2) OA Units and (28) RTU's for the Accessory and Operations Buildings.
2. Units to be provided with 14" curbs
3. Units include Economizer with low leak damper
4. Units will include condenser coil guards
5. Units will include corrosion protective coating per specs
6. The following items are not included
 - a) Controls/Sensors
 - b) Disconnects
 - c) Airflow monitoring stations
 - d) Kinetics KNM-100C sound barrier material
 - e) Smoke detector(s)
7. Labor to install equipment purchased in this GMP package is not included in our proposal.

26A – POWER DISTRIBUTION EQUIPMENT

1. Drawings and panel schedules were incomplete; therefore, assumptions were made for panels which schedules were incomplete. 100amp breakers were included for budgetary purposes.
2. All switchboards were quoted with copper bussing.
3. All panelboards were quoted with aluminum bussing and series rated where applicable.
4. Busway was quoted as copper bussing.

5. Bus plugs are assumed to have 6 per busway run.
6. All transformers were quoted as standard dry type with copper windings.
7. Short-Circuit, Coordination, and Arc Flash studies are included.
8. Start-up, Commissioning, and testing are not included.
9. No third-party metering provided.
10. No distributor miscellaneous equipment included Labor to install equipment purchased in this GMP package is not included in our proposal.

26B – GENERATOR AND ATS

1. We have excluded this package with the understanding that the specifications for the Generator have now changed.

SOUTHEAST TOYOTA - JAXPORT FACILITY				
JUNE 27th, 2023				
EXHIBIT A-1 - DRAWINGS LOG				
GMP Package #02 - 100% DD Documents				
DRAWING SHEET NO.	DRAWING NAME	DOCUMENT DATE	ADDENDUM	NOTES
VOLUME 1 OF 1				
TABLE OF CONTENTS				
<u>GMP Package 1 : Working Civil Set</u>				
<u>2023.06.02-SET Blount Island-Phase 1</u>				
1	COVER	Aug-22	Addendum-1	
2	GENERAL NOTES & LEGENDS	Aug-22	Addendum-1	
3	MASTER SITE PLAN	Aug-22	Addendum-1	
4A	DEMOLITION PLAN	Aug-22	Addendum-1	
4B	DEMOLITION PLAN	Aug-22	Addendum-1	
4C	DEMOLITION PLAN	Aug-22	Addendum-1	
5A	EXISTING DRY UTILITY PLAN	Aug-22	Addendum-1	
5B	EXISTING DRY UTILITY PLAN	Aug-22	Addendum-1	
5C	EXISTING DRY UTILITY PLAN	Aug-22	Addendum-1	
6A	PAVING AND DRAINAGE PLAN	Aug-22	Addendum-1	
6B	PAVING AND DRAINAGE PLAN	Aug-22	Addendum-1	
6C	PAVING AND DRAINAGE PLAN	Aug-22	Addendum-1	
7	PAVING AND DRAINAGE DETAILS	Aug-22	Addendum-1	
8A	SEDIMENT AND EROSION CONTROL PLAN	Aug-22	Addendum-1	
8B	SEDIMENT AND EROSION CONTROL PLAN	Aug-22	Addendum-1	
8C	SEDIMENT AND EROSION CONTROL PLAN	Aug-22	Addendum-1	
9	SEDIMENT AND EROSION CONTROL DETAILS	Aug-22	Addendum-1	
10	STORMWATER POLLUTION PREVENTION PLAN	Aug-22	Addendum-1	
11	SWPP - CONTRACTOR'S CERTIFICATION	Aug-22	Addendum-1	
<u>ACCESSORY BUILDING</u>				
<u>2023.06.05 SET Accessory Building Combined Set 100% Design Development</u>				
A0.01	NOTES, SYMBOLS, & LEGENDS	6/5/2023	Addendum-1	
A0.02	PARTITION TYPES	6/5/2023	Addendum-1	
A0.03	BUILDING CODE SUMMARY	6/5/2023	Addendum-1	
A0.04	LIFE SAFETY PLANS -PARKING LEVEL	6/5/2023	Addendum-1	
A0.05	OVERALL FIRST FLOOR-LIFE SAFETY PLANS	6/5/2023	Addendum-1	
A0.06	LIFE SAFETY PLAN -SECOND FLOOR	6/5/2023	Addendum-1	
A1.01	SITE PLAN	6/5/2023	Addendum-1	
A2.101	OVERALL PARKING LEVEL PLAN	6/5/2023	Addendum-1	
A2.102	PARKING LEVEL PLAN	6/5/2023	Addendum-1	
A2.201	OVERALL FLOOR PLAN	6/5/2023	Addendum-1	
A2.204	FLOOR PLAN NORTHWEST	6/5/2023	Addendum-1	
A2.205	FLOOR PLAN PARTS/TIRES & LOADING DOCK	6/5/2023	Addendum-1	
A2.206	SEGMENTED WALL PLANS	6/5/2023	Addendum-1	
A2.207	SEGMENTED WALL DIMENSION PLANS	6/5/2023	Addendum-1	
A2.208	OPERATION SUPPORT FLOOR PLAN	6/5/2023	Addendum-1	
A2.301	OVERALL SECOND FLOOR PLAN	6/5/2023	Addendum-1	
A2.302	OFFICE AND GYM FLOOR PLAN	6/5/2023	Addendum-1	
A2.401	ENLARGED FLOOR PLANS	6/5/2023	Addendum-1	
A2.402	ENLARGED FLOOR PLANS	6/5/2023	Addendum-1	
A2.403	ENLARGED FLOOR PLANS	6/5/2023	Addendum-1	
A2.404	ENLARGED KITCHEN FLOOR PLAN	6/5/2023	Addendum-1	
A2.405	OPERATION SUPPORT ENLARGED FLOOR	6/5/2023	Addendum-1	
A2.501	STAIR & ELEVATOR ENLARGED PLANS & SECTIONS	6/5/2023	Addendum-1	
A2.502	STAIR & ELEVATOR ENLARGED PLANS & SECTIONS	6/5/2023	Addendum-1	
A2.503	STAIR & ELEVATOR ENLARGED PLANS & SECTIONS	6/5/2023	Addendum-1	
A3.101	EXTERIOR ELEVATIONS	6/5/2023	Addendum-1	
A3.102	EXTERIOR ELEVATIONS	6/5/2023	Addendum-1	
A3.103	EXTERIOR ELEVATIONS	6/5/2023	Addendum-1	
A3.104	EXTERIOR ELEVATIONS	6/5/2023	Addendum-1	
A3.105	EXTERIOR ELEVATIONS	6/5/2023	Addendum-1	
A3.201	ACCESSORY BLDG. TILT WALL PANEL ELEVATIONS	6/5/2023	Addendum-1	
A3.202	ACCESSORY BLDG. TILT WALL PANEL ELEVATIONS	6/5/2023	Addendum-1	
A3.203	OPERATIONS SUPPORT TILT WALL PANELS	6/5/2023	Addendum-1	
A4.101	BUILDING SECTIONS	6/5/2023	Addendum-1	
A4.102	BUILDING SECTIONS	6/5/2023	Addendum-1	
A4.201	WALL SECTIONS	6/5/2023	Addendum-1	
A4.202	WALL SECTIONS	6/5/2023	Addendum-1	
A4.203	WALL SECTIONS	6/5/2023	Addendum-1	
A4.204	WALL SECTIONS	6/5/2023	Addendum-1	
A4.205	WALL SECTIONS	6/5/2023	Addendum-1	
A4.206	WALL SECTIONS	6/5/2023	Addendum-1	
A4.207	WALL SECTIONS	6/5/2023	Addendum-1	
A4.208	WALL SECTIONS	6/5/2023	Addendum-1	
A4.209	WALL SECTIONS	6/5/2023	Addendum-1	
A4.210	WALL SECTIONS	6/5/2023	Addendum-1	
A4.211	WALL SECTIONS	6/5/2023	Addendum-1	
A4.212	WALL SECTIONS	6/5/2023	Addendum-1	
A4.213	WALL SECTIONS	6/5/2023	Addendum-1	
A4.214	WALL SECTIONS -OPERATIONSSUPPORT	6/5/2023	Addendum-1	

SOUTHEAST TOYOTA - JAXPORT FACILITY

JUNE 27th, 2023

EXHIBIT A-1 - DRAWINGS LOG

GMP Package #02 - 100% DD Documents

<u>DRAWING SHEET NO.</u>	<u>DRAWING NAME</u>	<u>DOCUMENT DATE</u>	<u>ADDENDUM</u>	<u>NOTES</u>
VOLUME 1 OF 1				
A4.215	WALL SECTIONS -OPERATIONSSUPPORT	6/5/2023	Addendum-1	
A5.101	ROOF PLAN	6/5/2023	Addendum-1	
A5.102	LOWER ROOF & CLERESTORY PLANS	6/5/2023	Addendum-1	
A6.101	INTERIOR ELEVATIONS	6/5/2023	Addendum-1	
A6.102	INTERIOR ELEVATIONS/ MILLWORK	6/5/2023	Addendum-1	
A6.103	INTERIOR ELEVATIONS/ MILLWORK	6/5/2023	Addendum-1	
A6.104	INTERIOR ELEVATIONS/ MILLWORK	6/5/2023	Addendum-1	
A7.101	DOOR SCHEDULE ACCESSORY BUILDING	6/5/2023	Addendum-1	
A7.102	DOOR SCHEDULE OPERATIONS SUPPORT	6/5/2023	Addendum-1	
A7.201	GLAZING SCHEDULE -ACCESSORY	6/5/2023	Addendum-1	
A7.202	GLAZING SCHEDULE -OPERATIONS	6/5/2023	Addendum-1	
A8.101	PARKING LEVEL RCP	6/5/2023	Addendum-1	
A8.201	OVERALL FIRST FLOOR CEILING PLAN	6/5/2023	Addendum-1	
A8.202	FIRST FLOOR RCP NORTHWEST	6/5/2023	Addendum-1	
A8.203	FIRST FLOOR RCP PARTS/TIRES	6/5/2023	Addendum-1	
A8.204	FIRST FLOOR RCP SEGMENTED WALL	6/5/2023	Addendum-1	
A8.205	FIRST FLOOR RCP OPERATIONS SUPPORT	6/5/2023	Addendum-1	
A8.301	SECOND FLOOR RCP OFFICE & GYM	6/5/2023	Addendum-1	
A9.001	FINISH LEGEND & SCHEDULE	6/5/2023	Addendum-1	
A9.201	FINISH PLAN- FIRST FLOOR NW	6/5/2023	Addendum-1	
A9.202	FINISH PLAN- FIRST FLOOR PARTS/TIRES	6/5/2023	Addendum-1	
A9.204	FINISH PLAN-SEGMENTED WALL	6/5/2023	Addendum-1	
A9.205	FINISH PLAN -OFFICE AND GYM FLOOR	6/5/2023	Addendum-1	
A9.206	FINISH PLAN -OPERATIONSSUPPORT	6/5/2023	Addendum-1	
A10.201	OVERALL EQUIPMENT PLAN	6/5/2023	Addendum-1	
A10.202	EQUIPMENT PLAN -PARTS AND ONE STOP SHOP	6/5/2023	Addendum-1	
A10.203	EQUIPMENT PLANS -WHEELS	6/5/2023	Addendum-1	
A10.204	EQUIPMENT PLAN -PAINT FILM & PLOTTER	6/5/2023	Addendum-1	
A10.205	EQUIPMENT PLAN -PRE-DELIVERY SERVICES	6/5/2023	Addendum-1	
A10.206	EQUIPMENT PLAN -WARRANTY, BTU, AND QA	6/5/2023	Addendum-1	
A10.207	EQUIPMENT PLAN -NEW EQUIP. TIRES/TRAINING	6/5/2023	Addendum-1	
S101	OVERALL FOUNDATION PLAN	6/5/2023	Addendum-1	
S102	FOUNDATION PLAN NORTH	6/5/2023	Addendum-1	
S103	FOUNDATION PLAN SOUTH	6/5/2023	Addendum-1	
S104	PARKING LEVEL FOUNDATION PLAN	6/5/2023	Addendum-1	
S105	OPERATIONS SUPPORT FOUNDATION	6/5/2023	Addendum-1	
S106	OVERALL SLAB PLAN	6/5/2023	Addendum-1	
S107	SLAB PLAN NORTH	6/5/2023	Addendum-1	
S108	SLAB PLAN SOUTH	6/5/2023	Addendum-1	
S109	OFFICE SLAB PLAN	6/5/2023	Addendum-1	
S110	OPERATIONS SUPPORT SLAB PLAN	6/5/2023	Addendum-1	
S111	OFFICE AND GYM SECOND FLOOR FRAMING	6/5/2023	Addendum-1	
S112	OVERALL ROOF FRAMING PLAN	6/5/2023	Addendum-1	
S113	ROOF FRAMING PLAN NORTH	6/5/2023	Addendum-1	
S114	ROOF FRAMING PLAN SOUTH	6/5/2023	Addendum-1	
S115	OFFICE ROOF FRAMING PLAN	6/5/2023	Addendum-1	
S116	CLERESTORY FRAMING PLAN	6/5/2023	Addendum-1	
S117	OPERATION SUPPORT ROOF FRAMING PLAN	6/5/2023	Addendum-1	
M0.1	HVAC OVERALL FLOOR PLAN	6/5/2023	Addendum-1	
M0.2	HVAC OVERALL ROOF PLAN	6/5/2023	Addendum-1	
M1.1	HVAC PLAN -OPEN AREA NORTH	6/5/2023	Addendum-1	
M1.2	HVAC PLAN -OPEN AREA SOUTH	6/5/2023	Addendum-1	
M1.3	HVAC PLAN -GARAGE & RAILHEAD	6/5/2023	Addendum-1	
M1.4	HVAC PLAN -PARTS & TIRES	6/5/2023	Addendum-1	
M1.5	HVAC PLAN -SECOND FLOOR NORTH	6/5/2023	Addendum-1	
M1.6	HVAC PLAN -SECOND FLOOR SOUTH	6/5/2023	Addendum-1	
M1.7	HVAC PLAN -OPERATIONSSUPPORT	6/5/2023	Addendum-1	
M2.1	HVAC SCHEDULES AND LEGEND	6/5/2023	Addendum-1	
M2.2	HVAC SCHEDULES (CONT)	6/5/2023	Addendum-1	
M2.3	HVAC SCHEDULES (CONT)	6/5/2023	Addendum-1	
M3.1	CONTROLS	6/5/2023	Addendum-1	
M3.2	CONTROLS	6/5/2023	Addendum-1	
M3.3	CONTROLS	6/5/2023	Addendum-1	
M3.4	CONTROLS	6/5/2023	Addendum-1	
M3.5	CONTROLS	6/5/2023	Addendum-1	
M3.6	CONTROLS	6/5/2023	Addendum-1	
M3.7	CONTROLS	6/5/2023	Addendum-1	
M4.1	KITCHEN HOOD DRAWINGS	6/5/2023	Addendum-1	
M4.2	KITCHEN HOOD DRAWINGS	6/5/2023	Addendum-1	
M4.3	KITCHEN HOOD DRAWINGS	6/5/2023	Addendum-1	
M4.4	KITCHEN HOOD DRAWINGS	6/5/2023	Addendum-1	
M4.5	KITCHEN HOOD DRAWINGS	6/5/2023	Addendum-1	
M4.6	KITCHEN HOOD DRAWINGS	6/5/2023	Addendum-1	
M4.7	KITCHEN HOOD DRAWINGS	6/5/2023	Addendum-1	
M4.8	KITCHEN HOOD DRAWINGS	6/5/2023	Addendum-1	

SOUTHEAST TOYOTA - JAXPORT FACILITY

JUNE 27th, 2023

EXHIBIT A-1 - DRAWINGS LOG

GMP Package #02 - 100% DD Documents

<u>DRAWING SHEET NO.</u>	<u>DRAWING NAME</u>	<u>DOCUMENT DATE</u>	<u>ADDENDUM</u>	<u>NOTES</u>
VOLUME 1 OF 1				
M4.9	KITCHEN HOOD DRAWINGS	6/5/2023	Addendum-1	
M4.10	KITCHEN HOOD DRAWINGS	6/5/2023	Addendum-1	
M4.11	KITCHEN HOOD DRAWINGS	6/5/2023	Addendum-1	
M4.12	KITCHEN HOOD DRAWINGS	6/5/2023	Addendum-1	
M4.13	KITCHEN HOOD DRAWINGS	6/5/2023	Addendum-1	
M4.14	KITCHEN HOOD DRAWINGS	6/5/2023	Addendum-1	
M4.15	KITCHEN HOOD DRAWINGS	6/5/2023	Addendum-1	
M4.16	KITCHEN HOOD DRAWINGS	6/5/2023	Addendum-1	
P0.1	PLUMBING LEGEND, SCHEDULES AND	6/5/2023	Addendum-1	
P1.1	OVERALL PLUMBING FLOOR PLAN	6/5/2023	Addendum-1	
P2.1	PLUMBING FLOOR PLAN NORTHEAST	6/5/2023	Addendum-1	
P2.2	PLUMBING FLOOR PLAN NORTHWEST	6/5/2023	Addendum-1	
P2.3	PLUMBING FLOOR PLAN EAST	6/5/2023	Addendum-1	
P2.4	PLUMBING FLOOR PLAN WEST	6/5/2023	Addendum-1	
P2.5	PLUMBING FLOOR PLAN SOUTHEAST	6/5/2023	Addendum-1	
P2.6	PLUMBING FLOOR PLAN SOUTHWEST	6/5/2023	Addendum-1	
P2.7	PLUMBING SEGMENTED WALL FLOOR	6/5/2023	Addendum-1	
P2.8	PLUMBING FLOOR PLAN PARKING	6/5/2023	Addendum-1	
P2.9	PLUMBING FLOOR PLAN TIRES	6/5/2023	Addendum-1	
P2.10	PLUMBING SECOND FLOOR OFFICE NORTH	6/5/2023	Addendum-1	
P2.11	PLUMBING SECOND FLOOR OFFICE SOUTH	6/5/2023	Addendum-1	
P2.12	PLUMBING PARTIAL ROOF PLAN	6/5/2023	Addendum-1	
P2.13	PLUMBING FLOOR PLAN PDS BUILDING	6/5/2023	Addendum-1	
P2.14	ENLARGED PLUMBING PLANS	6/5/2023	Addendum-1	
P2.15	ENLARGED PLUMBING PLANS	6/5/2023	Addendum-1	
P2.16	ENLARGED PLUMBING PLANS	6/5/2023	Addendum-1	
P3.1	PLUMBING DETAILS	6/5/2023	Addendum-1	
P3.2	PLUMBING DETAILS	6/5/2023	Addendum-1	
E0.1	ELECTRICAL LEGEND AND NOTES	6/5/2023	Addendum-1	
E0.2	ELECTRICAL SITE PLAN - UTILITY POWER &	6/5/2023	Addendum-1	
E1.1	ELECTRICAL LIGHTING PLAN -OPEN AREA	6/5/2023	Addendum-1	
E1.2	ELECTRICAL LIGHTING PLAN -OPEN AREA	6/5/2023	Addendum-1	
E1.3	ELECTRICAL LIGHTING PLAN -PARKING FLOOR	6/5/2023	Addendum-1	
E1.4	ELECTRICAL LIGHTING PLAN -SECOND FLOOR	6/5/2023	Addendum-1	
E1.5	ELECTRICAL LIGHTING PLAN -TIRES	6/5/2023	Addendum-1	
E1.6	ELECTRICAL LIGHTING PLAN -PDS BUILDING	6/5/2023	Addendum-1	
E2.1	ELECTRICAL POWER PLAN -OPEN AREA	6/5/2023	Addendum-1	
E2.2	ELECTRICAL POWER PLAN -OPEN AREA	6/5/2023	Addendum-1	
E2.3	ELECTRICAL POWER PLAN -PARKING FLOOR	6/5/2023	Addendum-1	
E2.4	ELECTRICAL POWER PLAN -SECOND FLOOR	6/5/2023	Addendum-1	
E2.5	ELECTRICAL POWER PLAN -TIRES	6/5/2023	Addendum-1	
E2.8	ELECTRICAL POWER PLAN -PDS BUILDING	6/5/2023	Addendum-1	
E2.9	ELECTRICAL POWER PLAN -ROOF	6/5/2023	Addendum-1	
E3.1	ENLARGED ELECTRICAL PLANS	6/5/2023	Addendum-1	
E3.2	ENLARGED ELECTRICAL PLANS	6/5/2023	Addendum-1	
E3.3	ENLARGED ELECTRICAL PLANS	6/5/2023	Addendum-1	
E3.4	ENLARGED ELECTRICAL PLANS	6/5/2023	Addendum-1	
E3.5	ENLARGED ELECTRICAL PLANS	6/5/2023	Addendum-1	
E3.6	ENLARGED ELECTRICAL PLANS	6/5/2023	Addendum-1	
E3.7	ENLARGED ELECTRICAL PLANS	6/5/2023	Addendum-1	
E3.8	ENLARGED ELECTRICAL PLANS	6/5/2023	Addendum-1	
E3.9	ENLARGED ELECTRICAL PLANS	6/5/2023	Addendum-1	
E3.10	ENLARGED ELECTRICAL PLANS	6/5/2023	Addendum-1	
E4.1	ELECTRICAL SCHEDULES	6/5/2023	Addendum-1	
E5.1	ELECTRICAL DETAILS	6/5/2023	Addendum-1	
E5.3	ELECTRICAL DETAILS	6/5/2023	Addendum-1	
E6.1	ELECTRICAL POWER RISER DIAGRAM	6/5/2023	Addendum-1	
E6.2	ELECTRICAL POWER RISER DIAGRAM	6/5/2023	Addendum-1	
E7.1	ELECTRICAL PANEL SCHEDULES	6/5/2023	Addendum-1	
E7.2	ELECTRICAL PANEL SCHEDULES	6/5/2023	Addendum-1	
E7.3	ELECTRICAL PANEL SCHEDULES	6/5/2023	Addendum-1	
E7.4	ELECTRICAL PANEL SCHEDULES	6/5/2023	Addendum-1	
E7.5	ELECTRICAL PANEL SCHEDULES	6/5/2023	Addendum-1	
E7.6	ELECTRICAL PANEL SCHEDULES	6/5/2023	Addendum-1	
E7.7	ELECTRICAL PANEL SCHEDULES	6/5/2023	Addendum-1	
E7.8	ELECTRICAL PANEL SCHEDULES	6/5/2023	Addendum-1	
E7.9	ELECTRICAL PANEL SCHEDULES	6/5/2023	Addendum-1	
E7.10	ELECTRICAL PANEL SCHEDULES	6/5/2023	Addendum-1	
E7.11	ELECTRICAL PANEL SCHEDULES	6/5/2023	Addendum-1	
E7.12	ELECTRICAL PANEL SCHEDULES	6/5/2023	Addendum-1	
T0.1	ELECOMMUNICATION LEGEND AND NOTES	6/5/2023	Addendum-1	
T0.2	ELECOMMUNICATION SITE PLAN -SECURITY	6/5/2023	Addendum-1	
T1.1	ELECOMMUNICATION OVERALL FLOOR PLAN - SECURITY	6/5/2023	Addendum-1	
T1.2	ELECOMMUNICATION FL PL - PARKING & OFFICE -	6/5/2023	Addendum-1	
T1.3	ELECOMMUNICATION FLOOR PLAN -BEDLINER	6/5/2023	Addendum-1	

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EXHIBIT A-1 - DRAWINGS LOG				
GMP Package #02 - 100% DD Documents				
DRAWING SHEET NO.	DRAWING NAME	DOCUMENT DATE	ADDENDUM	NOTES
VOLUME 1 OF 1				
T1.4	ELECOMMUNICATION FLOOR PLAN -CAR WASH	6/5/2023	Addendum-1	
T1.5	ELECOMMUNICATION FLOOR PLAN -RESTROOM	6/5/2023	Addendum-1	
T1.6	ELECOMMUNICATION FLOOR PLAN -SECURITY	6/5/2023	Addendum-1	
T2.1	ELECOMMUNICATION PLAN -CABLETRAY	6/5/2023	Addendum-1	
FA0.1	FIRE ALARM SITE PLAN AND LEGEND	6/5/2023	Addendum-1	
FA5.1	FIRE ALARM DETAILS	6/5/2023	Addendum-1	
FP1.1	FIRE PROTECTION DESIGN AND NOTES	6/5/2023	Addendum-1	
<u>BEDLINER BUILDING</u>				
<u>2023.06.05 SET Bedliner Building Combined Set 100% Design Development</u>				
A0.1	NOTES, SYMBOLS, & LEGENDS	6/5/2023	Addendum-1	
A0.2	PARTITION TYPES	6/5/2023	Addendum-1	
A0.3	LIFE SAFETY PLANS	6/5/2023	Addendum-1	
A1.1	SITE PLAN	6/5/2023	Addendum-1	
A2.1	FLOOR PLAN	6/5/2023	Addendum-1	
A2.3	ENLARGED PLANS	6/5/2023	Addendum-1	
A3.1	EXTERIOR ELEVATIONS	6/5/2023	Addendum-1	
A3.2	EXTERIOR ELEVATIONS	6/5/2023	Addendum-1	
A3.3	BEDLINER BLDG. TILT WALL PANEL ELEVATIONS	6/5/2023	Addendum-1	
A4.1	BUILDING SECTIONS	6/5/2023	Addendum-1	
A4.201	WALL SECTIONS	6/5/2023	Addendum-1	
A4.202	WALL SECTIONS	6/5/2023	Addendum-1	
A5.1	ROOF PLAN	6/5/2023	Addendum-1	
A7.1	DOOR AND GLAZING SCHEDULES	6/5/2023	Addendum-1	
A8.1	REFLECTED CEILING PLAN	6/5/2023	Addendum-1	
A9.0	FINISH LEGEND & SCHEDULE	6/5/2023	Addendum-1	
A9.1	FIRST FLOOR FINISH PLAN	6/5/2023	Addendum-1	
S001	GENERAL NOTES	6/5/2023	Addendum-1	
S002	GENERAL NOTES	6/5/2023	Addendum-1	
S101	FOUNDATION PLAN	6/5/2023	Addendum-1	
S102	SLAB PLAN	6/5/2023	Addendum-1	
S103	ROOF FRAMING PLAN	6/5/2023	Addendum-1	
S201	SECTIONS	6/5/2023	Addendum-1	
S210	SECTIONS	6/5/2023	Addendum-1	
S403	TILT-UP PANEL REINFORCING	6/5/2023	Addendum-1	
S501	TYPICAL DETAILS	6/5/2023	Addendum-1	
S502	TYPICAL DETAILS	6/5/2023	Addendum-1	
M1.1	HVAC FLOOR PLAN	6/5/2023	Addendum-1	
M1.2	HVAC ROOF PLAN	6/5/2023	Addendum-1	
M2.1	HVAC SCHEDULES & LEGEND	6/5/2023	Addendum-1	
M3.1	CONTROLS	6/5/2023	Addendum-1	
P0.1	PLUMBING SCHEDULES, DETAILS AND NOTES	6/5/2023	Addendum-1	
P1.1	PLUMBING FLOOR PLAN	6/5/2023	Addendum-1	
E0.0	ELECTRICAL LEGEND AND NOTES	6/5/2023	Addendum-1	
E1.1	ELECTRICAL PLANS	6/5/2023	Addendum-1	
E1.2	ELECTRICAL PLANS	6/5/2023	Addendum-1	
FP1.1	FIRE PROTECTION DESIGN NOTES	6/5/2023	Addendum-1	
<u>CAR WASH</u>				
<u>2023.06.05 SET Car Wash Combined Set 100% Design Development</u>				
A0.1	NOTES, SYMBOLS, LEGENDS, AND LIFE SAFETY PLAN	6/5/2023	Addendum-1	
A1.1	ARCHITECTURAL SITE PLAN	6/5/2023	Addendum-1	
A2.1	FLOOR PLAN -CAR WASH	6/5/2023	Addendum-1	
A3.1	EXTERIOR ELEVATIONS	6/5/2023	Addendum-1	
A4.1	BUILDING AND WALL SECTIONS	6/5/2023	Addendum-1	
A5.1	ROOF PLAN AND ROOF DETAILS	6/5/2023	Addendum-1	
A7.1	DOOR SCHEDULES	6/5/2023	Addendum-1	
A8.1	REFLECTED CEILING PLAN	6/5/2023	Addendum-1	
S001	GENERAL NOTES	6/5/2023	Addendum-1	
S002	GENERAL NOTES	6/5/2023	Addendum-1	
S101	FOUNDATION PLAN	6/5/2023	Addendum-1	
S102	SLAB PLAN	6/5/2023	Addendum-1	
S103	ROOF FRAMING PLAN	6/5/2023	Addendum-1	
S201	SECTIONS	6/5/2023	Addendum-1	
S501	TYPICAL DETAILS	6/5/2023	Addendum-1	
S502	TYPICAL DETAILS	6/5/2023	Addendum-1	
M1.1	HVAC PLAN -CAR WASH	6/5/2023	Addendum-1	
M2.1	HVAC SCHEDULE & LEGEND	6/5/2023	Addendum-1	
M3.1	CONTROLS	6/5/2023	Addendum-1	
M3.2	CONTROLS	6/5/2023	Addendum-1	
P1.1	PLUMBING CARWASH FLOOR PLAN	6/5/2023	Addendum-1	
E0.1	ELECTRICAL LEGEND AND NOTES	6/5/2023	Addendum-1	
E1.1	ELECTRICAL FLOOR PLAN -LIGHTING	6/5/2023	Addendum-1	
E1.2	ELECTRICAL FLOOR PLAN -POWER	6/5/2023	Addendum-1	
E1.3	ELECTRICAL ROOF PLAN -POWER	6/5/2023	Addendum-1	
E2.1	ELECTRICAL DETAILS	6/5/2023	Addendum-1	

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EXHIBIT A-1 - DRAWINGS LOG				
GMP Package #02 - 100% DD Documents				
DRAWING SHEET NO.	DRAWING NAME	DOCUMENT DATE	ADDENDUM	NOTES
VOLUME 1 OF 1				
E3.1	ELECTRICAL POWER RISER DIAGRAM	6/5/2023	Addendum-1	
<u>FUEL ISLAND</u>				
<u>2023.06.05 SET Fuel Island Combined Set 100% Design Development</u>				
A1.1	ARCHITECTURAL SITE PLAN	6/5/2023	Addendum-1	
A2.1	FUEL ISLAND PLANS	6/5/2023	Addendum-1	
A3.1	FUEL ISLAND EXTERIOR ELEVATIONS	6/5/2023	Addendum-1	
E0.0	ELECTRICAL LEGEND AND NOTES	6/5/2023	Addendum-1	
E0.1	ELECTRICAL PLANS	6/5/2023	Addendum-1	
<u>LONGSHOREMEN RESTROOM</u>				
<u>2023.06.05 SET Longshoremen Restroom Combined Set 100% DD</u>				
A0.1	INDEX, NOTES, LEGENDS & PARTITION TYPES	6/5/2023	Addendum-1	
A0.2	CODE SUMMARY & LIFE SAFETY PLANS	6/5/2023	Addendum-1	
A1.1	SITE PLAN	6/5/2023	Addendum-1	
A2.1	FLOOR, CEILING, AND ROOF PLANS	6/5/2023	Addendum-1	
A3.1	EXTERIOR ELEVATIONS	6/5/2023	Addendum-1	
A4.1	BUILDING SECTIONS AND WALL SECTIONS	6/5/2023	Addendum-1	
A7.1	DOORS, GLAZING AND FINISHES	6/5/2023	Addendum-1	
S001	GENERAL NOTES	6/5/2023	Addendum-1	
S101	FOUNDATION, SLAB AND ROOF FRAMING PLANS	6/5/2023	Addendum-1	
S210	SECTIONS	6/5/2023	Addendum-1	
S501	TYPICAL DETAILS	6/5/2023	Addendum-1	
S502	TYPICAL DETAILS	6/5/2023	Addendum-1	
S503	TYPICAL DETAILS	6/5/2023	Addendum-1	
M1.1	HVAC FLOOR PLAN	6/5/2023	Addendum-1	
M2.1	HVAC SCHEDULES & LEGEND	6/5/2023	Addendum-1	
M3.1	CONTROLS	6/5/2023	Addendum-1	
M3.2	CONTROLS	6/5/2023	Addendum-1	
P1.1	PLUMBING FLOOR PLAN	6/5/2023	Addendum-1	
E0.0	ELECTRICAL LEGEND AND NOTES	6/5/2023	Addendum-1	
E1.1	ELECTRICAL LIGHTING AND POWER PLANS	6/5/2023	Addendum-1	
E2.1	ELECTRICAL DETAILS	6/5/2023	Addendum-1	
<u>SECURITY KIOSK</u>				
<u>2023.06.05 SET Security Kiosk Combined Set 100% Design Development</u>				
A0.1	NOTES, SYMBOLS, LEGENDS, AND PARTITION TYPES	6/5/2023	Addendum-1	
A0.2	BUILDING CODE SUMMARY & LIFE SAFETY PLANS	6/5/2023	Addendum-1	
A1.1	SITE PLAN	6/5/2023	Addendum-1	
A2.1	FLOOR & ROOF PLANS - SECURITY OFFICE	6/5/2023	Addendum-1	
A2.2	STAIR AND RAMP PLANS AND SECTIONS	6/5/2023	Addendum-1	
A3.1	EXTERIOR ELEVATIONS	6/5/2023	Addendum-1	
A4.1	BUILDING SECTIONS	6/5/2023	Addendum-1	
A4.2	WALL SECTIONS	6/5/2023	Addendum-1	
A6.1	INTERIOR ELEVATIONS/ MILLWORK	6/5/2023	Addendum-1	
A7.1	DOOR AND GLAZING SCHEDULES	6/5/2023	Addendum-1	
A9.1	FINISH SCHEDULE & LEGENDS	6/5/2023	Addendum-1	
A9.2	INTERIOR RENDERINGS	6/5/2023	Addendum-1	
S001	GENERAL NOTES	6/5/2023	Addendum-1	
S002	GENERAL NOTES	6/5/2023	Addendum-1	
S101	FOUNDATION, SLAB AND ROOF FRAMING PLANS	6/5/2023	Addendum-1	
S201	SECTIONS	6/5/2023	Addendum-1	
S501	TYPICAL DETAILS	6/5/2023	Addendum-1	
S502	TYPICAL DETAILS	6/5/2023	Addendum-1	
M1.1	HVAC FLOOR PLAN	6/5/2023	Addendum-1	
M2.1	HVAC SCHEDULES	6/5/2023	Addendum-1	
M3.1	CONTROLS	6/5/2023	Addendum-1	
M3.2	CONTROLS	6/5/2023	Addendum-1	
P1.1	PLUMBING FLOOR PLAN	6/5/2023	Addendum-1	
E0.1	ELECTRICAL SITE PLAN	6/5/2023	Addendum-1	
E1.1	ELECTRICAL PLANS	6/5/2023	Addendum-1	
E2.1	ELECTRICAL DETAILS	6/5/2023	Addendum-1	
E3.1	ELECTRICAL POWER RISER DIAGRAM	6/5/2023	Addendum-1	
<u>TRUCKING RESTROOM</u>				
<u>2023.06.05 SET Trucking Restroom Combined Set 100% Design Development</u>				
A0.1	INDEX, NOTES, LEGENDS & PARTITION TYPES	6/5/2023	Addendum-1	
A0.2	PROJECT INFORMATION AND LIFE SAFETY PLAN	6/5/2023	Addendum-1	
A1.1	SITE PLAN	6/5/2023	Addendum-1	
A2.1	FLOOR, CEILING, AND ROOF PLANS	6/5/2023	Addendum-1	
A3.1	EXTERIOR ELEVATIONS	6/5/2023	Addendum-1	
A4.1	BUILDING SECTIONS AND WALL SECTIONS	6/5/2023	Addendum-1	
A4.2	BUILDING SECTIONS AND WALL SECTIONS	6/5/2023	Addendum-1	
A7.1	DOOR & GLAZING DETAILS	6/5/2023	Addendum-1	
S001	GENERAL NOTES	6/5/2023	Addendum-1	
S101	FOUNDATION, SLAB AND ROOF FRAMING PLAN	6/5/2023	Addendum-1	
S201	SECTIONS	6/5/2023	Addendum-1	

Appendix A-1

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EXHIBIT A-1 - DRAWINGS LOG				
GMP Package #02 - 100% DD Documents				
<u>DRAWING SHEET NO.</u>	<u>DRAWING NAME</u>	<u>DOCUMENT DATE</u>	<u>ADDENDUM</u>	<u>NOTES</u>
VOLUME 1 OF 1				
S202	SECTIONS	6/5/2023	Addendum-1	
S501	TYPICAL DETAILS	6/5/2023	Addendum-1	
S502	TYPICAL DETAILS	6/5/2023	Addendum-1	
S503	TYPICAL DETAILS	6/5/2023	Addendum-1	
M1.1	HVAC FLOOR PLAN	6/5/2023	Addendum-1	
M2.1	HVAC SCHEDULES & LEGEND	6/5/2023	Addendum-1	
M3.1	CONTROLS	6/5/2023	Addendum-1	
P1.1	PLUMBING FLOOR PLAN	6/5/2023	Addendum-1	
E0.1	ELECTRICAL LEGEND AND NOTES	6/5/2023	Addendum-1	
E1.1	ELECTRICAL PLANS	6/5/2023	Addendum-1	
E2.1	ELECTRICAL DETAILS	6/5/2023	Addendum-1	
END OF DOCUMENT				

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EXHIBIT A-1 - SPECIFICATION LOG

GMP Package #02 - 100% DD Documents

DOCUMENT NO.	DOCUMENT NAME	DOCUMENT DATE	NOTES
PROJECT MANUAL VOLUME 1 OF 1			
TABLE OF CONTENTS			
	<u>22035 Southeast Toyota Blount Island - Design Development Specifications 6.5.23</u>	5-Jun-23	
	<u>DIVISION 01 - GENERAL REQUIREMENTS</u>		
01 2500	SUBSTITUTION PROCEDURES		
01 3300	SUBMITTAL PROCEDURES		
01 4000	QUALITY REQUIREMENTS		
01 7700	CLOSEOUT PROCEDURES		
01 7823	OPERATION AND MAINTENANCE DATA		
01 7839	RECORD DOCUMENTS		
01 7900	DEMONSTRATION AND TRAINING		
	<u>DIVISION 02 - EXISTING CONDITIONS</u>		
	<i>N/A</i>		
	<u>DIVISION 03 - CONCRETE</u>		
03 2000	CONCRETE REINFORCING		
03 3000	CAST-IN-PLACE CONCRETE		
03 3543	POLISHED CONCRETE FINISHING		
03 4713	TILT-UP CONCRETE		
	<u>DIVISION 04 - MASONRY</u>		
04 2200	CONCRETE UNIT MASONRY		
	<u>DIVISION 05 - METALS</u>		
05 1200	STRUCTURAL STEEL FRAMING		
05 2100	STEEL JOIST FRAMING		
05 3100	STEEL DECKING		
05 4000	COLD-FORMED METAL FRAMING		
05 5000	METAL FABRICATIONS		
05 5113	METAL PAN STAIRS		
05 5213	PIPE AND TUBE RAILINGS		
05 7300	DECORATIVE METAL RAILINGS		
05 7313	GLAZED DECORATIVE METAL RAILINGS		
	<u>DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES</u>		
06 1053	MISCELLANEOUS ROUGH CARPENTRY		
06 1600	SHEATHING		
06 4116	PLASTIC-LAMINATE-CLAD ARCHITECTURAL CABINETS		
	<u>DIVISION 07 - THERMAL AND MOISTURE PROTECTION</u>		
07 1113	BITUMINOUS DAMP-PROOFING		
07 1326	SELF ADHERING SHEET WATERPROOFING		
07 1700	BENTONITE WATERPROOFING		
07 2100	THERMAL INSULATION		

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EXHIBIT A-1 - SPECIFICATION LOG

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<u>DOCUMENT NO.</u>	<u>DOCUMENT NAME</u>	<u>DOCUMENT DATE</u>	<u>NOTES</u>
PROJECT MANUAL VOLUME 1 OF 1			
07 2413	POLYMER BASED EXTERIOR INSULATION AND FINISH SYSTEM (EIFS)		
07 2423	CEMENT BOARD STUCCO		
07 2500	WEATHER BARRIERS		
07 2600	VAPOR RETARDERS		
07 2726	FLUID-APPLIED MEMBRANE AIR BARRIERS		
07 4113.16	STANDING SEAM METAL ROOF PANELS		
07 4293	SOFFIT PANELS		
07 5423	THERMOPLASTIC-POLYOLEFIN (TPO) ROOFING		
07 6200	SHEET METAL FLASHING AND TRIM		
07 7123.13	MANUFACTURED DOWNSPOUT ADAPTERS		
07 7129	MANUFACTURED ROOF EXPANSION JOINTS		
07 8443	JOINT FIRESTOPPING		
07 9200	JOINT SEALERS		
07 9513.16	EXTERIOR EXPANSION JOINT COVER ASSEMBLIES		
	<u>DIVISION 08 - OPENINGS</u>		
08 1113	HOLLOW METAL FRAMES		
08 1416	FLUSH WOOD DOORS		
08 3400	SPECIAL FUNCTION DOORS		
08 3000	HIGH SPEED ROLL UP DOORS		
08 3300	ROLLING FIRE DOORS		
08 3301	ROLLING GRILLES - OPEN DESIGN		
08 4113	ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS		
08 4413	GLAZED ALUMINUM CURTAIN WALLS		
08 8000	GLAZING		
08 8813	FIRE-RESISTANT GLAZING		
08 9119	FIXED LOUVERS		
	<u>DIVISION 09 - FINISHES</u>		
09 2216	NON-STRUCTURAL METAL FRAMING		
09 2900	GYPSON BOARD		
09 3013	CERAMIC TILING		
09 5123	ACOUSTICAL TILE CEILINGS		
09 6513	RESILIENT BASE AND ACCESSORIES		
09 6519	RESILIENT TILE FLOORING		
09 6813	TILE CARPETING		
09 9100	PAINTING		
09 9600	EXTERIOR TEXTURED COATINGS		
09 9653	ELASTOMERIC COATINGS		
	<u>DIVISION 10 - SPECIALTIES</u>		
10 1400	SIGNAGE		

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GMP Package #02 - 100% DD Documents

<u>DOCUMENT NO.</u>	<u>DOCUMENT NAME</u>	<u>DOCUMENT DATE</u>	<u>NOTES</u>
PROJECT MANUAL VOLUME 1 OF 1			
10 2113.17	PHENOLIC-CORE TOILET COMPARTMENTS		
10 2800	TOILET, BATH, AND LAUNDRY ACCESSORIES		
10 4413	FIRE PROTECTION CABINETS		
10 4416	FIRE-EXTINGUISHERS		
10 5113	METAL LOCKERS		
10 7313	AWNINGS		
	<u>DIVISION 11 - EQUIPMENT</u>		
11 1313	LOADING DOCK BUMPERS		
11 1316	LOADING DOCK SEALS AND SHELTERS		
11 4000	FOODSERVICE EQUIPMENT		
11 6623	GYMNASIUM EQUIPMENT		
	<u>DIVISION 12 - FURNISHINGS</u>		
12 3623.13	PLASTIC-LAMINATE-CLAD COUNTERTOPS		
12 3661.16	SOLID SURFACING COUNTERTOPS		
12 4921	AUTOMATED ROLLER SHADE		
	<u>DIVISION 13 - SPECIAL CONSTRUCTION</u>		
	<i>N/A</i>		
	<u>DIVISION 14 - CONVEYING EQUIPMENT</u>		
14 2123.16A	2100lb MACHINE ROOM-LESS ELECTRIC TRACTION PASSENGER ELEVATORS		
14 2123.16B	5000lb MACHINE ROOM-LESS ELECTRIC TRACTION PASSENGER ELEVATORS		
14 4200	WHEELCHAIR LIFTS		
	<u>DIVISION 21 - FIRE PROTECTION</u>		
21 0000	WATER BASED FIRE-SUPPRESSION SYSTEMS		
	<u>DIVISION 22 - PLUMBING</u>		
22 0000	PLUMBING SPECIFICATIONS		
	<u>DIVISION 23 - HEATING, VENTILATION, AND AIR-CONDITIONING (HVAC)</u>		
23 0000	HEATING, VENTILATION, AND AIR-CONDITIONING		
23 3400	HVAC FANS		
	<u>DIVISION 25 - INTEGRATED AUTOMATION</u>		
	<i>N/A</i>		
	<u>DIVISION 26 - ELECTRICAL</u>		
26 0000	ELECTRICAL SPECIFICATIONS		
26 3213	DIESEL-ENGINE-DRIVEN GENERATOR SETS	6/27/2023	
26 3600	TRANSFER SWITCHES	6/27/2023	
	<u>DIVISION 27 - COMMUNICATIONS</u>		
	<i>N/A</i>		
	<u>DIVISION 28 - ELECTRONIC SAFETY AND SECURITY</u>		
	<i>N/A</i>		
	<u>DIVISION 31 - EARTHWORK</u>		

SOUTHEAST TOYOTA - JAXPORT FACILITY

UPDATED: JUNE 27th, 2023

EXHIBIT A-1 - SPECIFICATION LOG

GMP Package #02 - 100% DD Documents

<u>DOCUMENT NO.</u>	<u>DOCUMENT NAME</u>	<u>DOCUMENT DATE</u>	<u>NOTES</u>
PROJECT MANUAL VOLUME 1 OF 1			
31 3116	TERMITE CONTROL		
END OF DOCUMENT			

JE Dunn Construction Inc.
Project #:23012000
Auto Processing Facility Development - Southeast Toyota JAXPORT Facility
BID OPENING: 23A - Mechanical Equipment (GMP 2)

BID OPENING DATE & TIME: July 7th, 2023 @ 9:00 AM
 Note: 3 Addendums were issued on this project

Virtual Pre-Bid (Mandatory): Thursday, June 15, 2023
Site Visit (Mandatory): N/A

BIDDERS	Bid Form Signed (Y/N)	Addendum Acknowledged (Y/N)	Scope of Work Pages Initialed (Y/N)	Prequalification Form Signed (Y/N)	TOTAL BASE BID (LUMP SUM)
Carrier Enterprise	N/A	N/A	N/A	N/A	NO BID
Insight Partners	Y	Y	Y	N/A	\$ 1,630,645.00
Brooks Solutions	N/A	N/A	N/A	N/A	NO BID
Trane Technologies	Y	Y	Y	N/A	\$ 1,626,328.00
Daiken Applied	N	Y	Y	N/A	\$ 356,600.00

Tabulation Performed By: Alec Arand

Recorded By: Barry Fransen

Witness: Patrick Redman

Certified By: Jeff Gazaway

JE Dunn Construction Inc.
Project #:23012000
Auto Processing Facility Development - Southeast Toyota JAXPORT Facility
BID OPENING: 26A - Power Distribuiton Equipment (GMP 2)

BID OPENING DATE & TIME: July 7th, 2023 @ 9:00 AM
 Note: 3 Addendums were issued on this project

Virtual Pre-Bid (Mandatory): Thursday, June 15, 2023
Site Visit (Mandatory): N/A

BIDDERS	Bid Form Signed (Y/N)	Addendum Acknowledged (Y/N)	Scope of Work Pages Initialed (Y/N)	Prequalification Form Signed (Y/N)	TOTAL BASE BID (LUMP SUM)
City Electric	Y	Y	Y	N/A	\$ 1,938,770.00
Siemens	Y	Y	Y	N/A	\$ 2,197,012.00

Tabulation Performed By: Alec Arand

Recorded By: Barry Fransen

Witness: Patrick Redman

Certified By: Jeff Gazaway

JE Dunn Construction Inc.
Project #:23012000
Auto Processing Facility Development - Southeast Toyota JAXPORT Facility
BID OPENING: 26B - Generator & ATS (GMP 2)

BID OPENING DATE & TIME: July 7th, 2023 @ 9:00 AM
 Note: 3 Addendums were issued on this project

Virtual Pre-Bid (Mandatory): Thursday, June 15, 2023
Site Visit (Mandatory): N/A

BIDDERS	Bid Form Signed (Y/N)	Addendum Acknowledged (Y/N)	Scope of Work Pages Initialed (Y/N)	Prequalification Form Signed (Y/N)	TOTAL BASE BID (LUMP SUM)
Kohler Co.	N	N	N	N/A	\$ 173,440.00
Siemens	N/A	N/A	N/A	N/A	NO BID
Two River's Power	N/A	N/A	N/A	N/A	NO BID

Tabulation Performed By: Alec Arand

Recorded By: Barry Fransen

Witness: Patrick Redman

Certified By: Jeff Gazaway

Date 7/11/2023 3:13 PM

TradeSummary

Page 1

SE Toyota Blount Is.
Jacksonville, FL
July 10th, 2023

GMP Package #02 - HVAC Equipment, Power Distribution, & Generator_ATS



436,459 SF

Scope Num	Cost Code	Description	GMP 2 Package	Comments
100A	01 00 00	General Conditions		
100A	01 10 00	General Requirements		
100A	01 00 01	Procurement Services	20,264	
03C	03 00 00	Concrete Foundations & Tilt		
03A	03 00 10	Load Transfer Platform		
03J	03 35 00	Concrete Finishing		
04A	04 20 00	Masonry		
05A	05 12 00	Structural & Misc Steel		
05E	05 45 00	Unistrut Assemblies		
06D	06 10 10	Rough Carpentry		
06E	06 20 00	Finish Carpentry		
07C	07 24 00	Stucco and EIFS		
07F	07 46 00	Cement Fiber Panels		
07G	07 50 00	Roofing		
07L.1	07 90 00	Dampproofing & Waterproofing		
08A	08 10 00	Doors, Frames and Hardware		
08E	08 30 00	Overhead Doors		
08G	08 40 00	Entrances, Storefronts, and Curtain Walls		
09K	09 00 00	Misc Interior Finishes		
09A	09 20 00	Plaster and Gypsum Board		
09C	09 30 00	Tiling		
09H	09 60 00	Flooring		
09B	09 90 00	Painting And Coating		
10A.1	10 00 00	Specialties		
10A	10 10 00	Information Specialties		
10G	10 14 00	Signage		
10D	10 26 00	Fiber Reinforced Panels (FRP)		
10P	10 28 00	Toilet Partitions & Accessories		
10I	10 40 00	Safety Specialties		
10H	10 51 00	Lockers & Benches		
10J	10 73 00	Awnings and Canopies		
10A.1	11 00 00	Car Wash Equipment		
11P	11 00 01	Fuel Pump Equipment & Tanks		
11A	11 13 00	Loading Dock Equipment		
11C	11 40 00	Food Service Equipment		
12C	12 20 00	Window Treatments		
13B	13 34 00	PEMB		
14A	14 20 00	Elevators		
21A	21 00 00	Fire Suppression		
22A	22 00 00	Plumbing		
23A	23 00 00	HVAC	1,963,961	
26A	26 00 00	Electrical	2,088,770	
31G	31 20 00	Earthwork		
31G	31 31 00	Soil Poisoning		
31G	31 32 00	Under Drains		
31E	31 63 00	Deep Foundations		
32A	32 12 00	Asphalt Paving		
32B	32 13 00	Site Concrete		
32C	32 17 23	Pavement Markings		
32H	32 31 00	Fences, Gates & Bollards		
32I	32 32 00	Site Retaining Walls		
32G	32 90 00	Planting		
33A	33 00 00	Site Utilities		

		Subtotal	4,072,994
Insurance	Insurance		176,450
BldgPermit	Building Permit		37,145
SubDefault	Sub Default Program Rate		53,476
OtherPBI	Business License		422
OtherPBI2	Dunn Dashboard		4,643
Cont	Construction Contingency		81,460
Fee	Fee		183,285
		Subtotal	4,609,876
DFR	Preconstruction		0
Esc	Escalation to 4th Qtr 2023		0

Total **\$4,609,876**

Powered by **LENS aim™**

J:\DesignPhaseServices\01Precon\Savannah\19Manufacturing\2023\23012000 SE Toyota Jax Port\23, 06-06- ERBP HVAC Equip, Emerg & Power Dis\1 - Meeting Booklet\JAXPORT SUBMISSION6.0 - GMP Package #02 - Trade Summary

Date 7/11/2023 3:13 PM

Building

Page 1

SE Toyota Blount Is.
Jacksonville, FL
April 12, 2023
 GMP Package #02



SET - JAXPORT
436,459 SF

Item	Description	Cost	Cost/SF
1	General Conditions	22.1%	0
2	General Requirements		0
3	Procurement Services	20,264	0.05
4	Demolition	0	0.00
5	Excavation	0	0.00
6	Structure	0	0.00
7	Enclosure	0	0.00
8	Rough Carpentry	0	0.00
9	Finish Carpentry	0	0.00
10	Roofing and Sheet Metal	0	0.00
11	Moisture Protection	0	0.00
12	Doors and Hardware	0	0.00
13	Glass and Glazing	0	0.00
14	Interior Partitions	0	0.00
15	Stone and Tile	0	0.00
16	Ceilings and Acoustic	0	0.00
17	Flooring	0	0.00
18	Painting	0	0.00
19	Specialties	0	0.00
20	Equipment and Furnishings	0	0.00
21	Special Construction	0	0.00
22	Elevators	0	0.00
23	Fire Protection	0	0.00
24	Plumbing	0	0.00
25	HVAC Systems	1,963,961	4.50
26	Electrical	2,088,770	4.79
	Subtotal	4,072,994	9.33
	Insurance	3.98%	176,450
	Building Permit	0.91%	37,145
	Sub Default Program Rate	1.50%	53,476
	Business License	0.01%	422
	Dunn Dashboard	0.10%	4,643
	Construction Contingency	2.00%	81,460
	Fee	4.50%	183,285
	Total	\$4,609,876	\$10.56

Skin/Floor Area Ratio #VALUE!
 Glass/Skin Area Ratio 6%

Total Skin Cost/Contact Area \$0.01 /SF
 Skin Cost/Bldg Area #VALUE! /SF

Date 7/11/2023 3:13 PM

Building

Page 7

Item	Description	Unit	Quantity	Price	Amount	QuantF	Prod
25 HVAC Systems							
23 00 00	23A Mech. Equipment	LS	1	1,626,328	1,626,328	No	
23 00 00	Design Completion Allowance	LS	1	175,000	175,000		
23 00 00	Premium for Gas Units (10%)	LS	1	162,633	162,633		
Total					1,963,961		\$6.26
26 Electrical							
26 00 00	26A - Power Distribution	LS	1	1,938,770	1,938,770	\$6.18 /SF	
26 00 00	26B - Generator & ATS	LS	1	0.00	0		
26 00 00	Design Completion Allowance	LS	1	150,000	150,000	\$0.48 /SF	
Total					2,088,770		\$6.66

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

AC-2023-08-01
Reference No.

File

08/23/2023
Date

SUBJECT: SSA Jacksonville Container Terminal Phase 8
JPA Project No.: B2020.01 JPA Contract No.: C-1772A
Baker Constructors, Inc.

COST: \$16,246,000

BUDGETED

NON-BUDGETED

BACKGROUND:

This project consists of SSA Jacksonville Container Terminal asphalt pavement upgrades. The scope of work includes, but is not limited to, furnishing all labor, materials, equipment, and supervision necessary to upgrade the aging and thin asphalt pavements, and to replace the high mast lighting for better illumination to improve the efficiency of the SSA Terminal.

On April 6, 2023, Procurement Services solicited bids from qualified and licensed contractors to provide those services. On May 31, 2023, Procurement Services received two (2) conforming bids from Baker Constructors, Inc. and Superior Construction Company Southeast, LLC. After review of the conforming bids, it is the recommendation of the Engineering Department and SSA Jacksonville to award a contract to Baker Constructors, Inc., who offered the lowest, responsive, and responsible bid.

EXPENSE CATEGORY:

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

This is a budgeted capital item for FY23 and will be funded with 27.5% Federal funds and 72.5% Tenant (SSA) Contribution.

FINANCIAL:

Available Budget:	\$16,646,574
Proposed Expense:	<u>\$16,246,000</u>
Remaining Balance:	<u>\$ 400,574</u>

RECOMMENDATION:

Management recommends that the Board of Directors approve the issuance of a contract to Baker Constructors, Inc., for SSA Jacksonville Container Terminal Phase 8 in the amount of \$16,246,000.

AC-2023-08-01

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: Baker Constructors, Inc., bid form dated 05/31/2023
Unofficial Bid Results

ORIGINATED BY:

Kelsey Cox
Kelsey Cox (Aug 23, 2023 16:08 EDT)
Kelsey Cox, Sr. Director, Engineering & Construction

SUBMITTED FOR APPROVAL

Brian Simmons
Brian Simmons (Aug 24, 2023 06:30 EDT)
Brian Simmons, Director, Procurement Services

AWARDS COMMITTEE ACTION

APPROVED APPROVED / REJECTED / DEFERRED

CONDITIONS OF APPROVAL (IF ANY):

Sandra Platt
Sandra Platt (Aug 24, 2023 07:37 EDT)
Sandra Platt, Secretary to Awards Committee

Beth McCague
Beth McCague (Aug 24, 2023 17:00 EDT)
Beth McCague, Interim Chair to Awards Committee

CHIEF EXECUTIVE OFFICER ACTION

APPROVED APPROVED / REJECTED / DEFERRED

CONDITIONS OF APPROVAL (IF ANY):

Eric B. Green
Eric B. Green (Aug 24, 2023 17:34 EDT)
Eric B. Green, Chief Executive Officer

CONDITIONS OF APPROVAL (IF ANY):

_____ _____
Date Rebecca Dicks, Corporate Secretary

BOARD DECISION

APPROVED / REJECTED / DEFERRED

CONDITIONS OF APPROVAL (IF ANY):

_____ _____
Date Board Chairman

_____ _____
Date Board Secretary

"REVISED" BID FORM
JAXPORT PROJECT NO.: B2021.01
JAXPORT CONTRACT NO.: C-1772A
SSA JACKSONVILLE CONTAINER TERMINAL PHASE 8
BLOUNT ISLAND MARINE TERMINAL

BIDDER'S NAME: Baker Constructors, Inc.

DATE: May 31, 2023

The undersigned hereby proposes to furnish all materials, equipment, labor, and supervision for the above identified project, in accordance with the specifications and drawings for Contract No. **C-1772A**, at the following price:

SCOPE OF WORK: Furnish all labor, materials, equipment and supervision to upgrade the aging and thin asphalt pavements and to replace the high mast lighting for better illumination to improve the efficiency of the SSA Terminal.

BID FORM (REVISION 1)		
SSA JACKSONVILLE CONTAINER TERMINAL		
CONTAINER YARD IMPROVEMENTS - PHASE 8		
Bid Item	Description	Lump Sum
GENERAL	This category includes, but is not necessarily limited to:	Cost in US\$
G1	Mobilization and Demobilization (Including Site Office)	\$ 900,000.00
G2	Environmental BMP and Permit Compliance	\$ 84,582.43
G3	Payment & Performance Bond	\$ 96,500.00
G4	Safety Provisions and Monitoring	\$ 86,817.66
G5	As-Built Drawings and Project Closeout	\$ 16,152.19
	GENERAL TOTAL	\$ 1,184,052.28
DEMOLITION	This category includes, but is not necessarily limited to:	Cost in US\$
D1	Demolition and Disposal of Small Office Building	\$ 54,507.48
D2	Demolition and Disposal of Power Poles Adjacent to Small Office	\$ 14,370.73
D3	Demolition and Disposal of Fences	\$ 23,426.78
D4	Demolition and Disposal of High Mast Lights and Foundations	\$ 58,848.96
D5	Demolition and Disposal of Sewage Lift Station	\$ 51,715.95
D6	Demolition and Disposal of Utility Pipe, Including Drainage, Sanitary, Fire, and Water	\$ 109,934.25
D7	Demolition and Disposal of Asphalt, Limerock, and Sand	\$ 977,267.37
D8	Demolition and Disposal of Utility Structures, Including Electrical, Drainage, Sanitary, Fire, and Water	\$ 20,490.91
D9	Demolition and Disposal of Utility Conduit/Ductbank, Including Electrical and Communications	\$ 32,048.94
D10	Demolition and Disposal of Rail and Foundations	\$ 17,283.89
	DEMOLITION TOTAL	\$ 1,359,895.26
UTILITIES	This category includes, but is not necessarily limited to:	Cost in US\$
U1	Fire Water Main, Including 6", 8", and 10" PVC Pipe	\$ 274,574.94
U2	Fire Water Fittings, Including Tees, Elbows, and Valves	\$ 14,768.33
U3	Fire Hydrants with Valve	\$ 31,469.50
U4	Potable Water Network, 6" Diameter PVC Pipes including Valves	\$ 49,713.66
U5	Sanitary Sewer Force Main, 3" dia, and Sanitary Sewer Gravity Pipe, 4" dia	\$ 64,513.89
U6	Fibreglass Lift Station (Delivered, Installed and Commissioned)	\$ 90,972.81
U7	Prefabricated Restroom (Delivered, Installed and Commissioned)	\$ 184,159.67
U8	New RCP Storm Water Drainage Pipes (18", 24" and 30" dia)	\$ 271,860.95
U9	Drainage Structure Concrete Collar and/or Repair	\$ 128,098.04
U10	New Drainage Manholes	\$ 297,711.20
U11	Drainage Manhole Castings and Grates	\$ 37,384.13
	UTILITIES TOTAL	\$ 1,445,227.12

"REVISED" BID FORM
JAXPORT PROJECT NO.: B2021.01
JAXPORT CONTRACT NO.: C-1772A
SSA JACKSONVILLE CONTAINER TERMINAL PHASE 8
BLOUNT ISLAND MARINE TERMINAL

ELECTRICAL	This category includes, but is not necessarily limited to:	Cost in US\$
E1	Electrical Panelboards and Mini Power Zones including Breakers	\$ 41,410.69
E2	Electrical Manholes, Airport Rated 48" x 48"	\$ 27,304.38
E3	Electrical Handholes 24" x 24"	\$ 34,719.68
E4	Electrical Ductbanks and Conductors	\$ 962,413.34
E5	High Mast Lights Including All Components and Controls	\$ 555,997.68
ELECTRICAL TOTAL		\$ 1,621,845.77
PAVEMENTS	This category includes, but is not necessarily limited to:	Cost in US\$
P1	Asphalt Transportation	\$ 393,642.96
P2	Asphalt Pavement including Asphalt, Limerock Base and Subgrade Preparation	\$9,669,125.18
P3	Pavement Striping and Marking	\$ 291,438.35
PAVEMENTS TOTAL		\$10,354,206.49
SITE WORK	This category includes, but is not necessarily limited to:	Cost in US\$
S1	Strip top soil in existing swale	\$ 2,232.99
S2	Fill swale with sand	\$ 1,866.46
S3	Excavate pond	\$ 3,744.05
S4	New outfall structure	\$ 3,945.44
S5	Sodding of pond area	\$ 7,963.55
S6	Concrete Wheel Stops	\$ N/A
S7	Bollards at HMLPs	\$ 35,464.38
S8	Temporary Works (Barriers, Gates, Fences etc.)	\$ 225,556.21
SITE WORK TOTAL		\$ 280,773.08
LUMP SUM BID PRICE - GRAND TOTAL		\$16,246,000.00
ASPHALT PRICE INDEXING		Phase 8
INDEX	Asphalt (Quantity in lbs)	70,590,000
INDEX	Bid Asphalt Price Index (BAPI)	2.6622 for SP-19 & 3.1991 for SP-12.5

(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 this contract to the Bidder whose price is the lowest, based on Lump Sum Bid Price Grand Total (Phase 8), subject to availability of appropriated fund.

The Authority reserves the right to award this contract to the lowest, responsive, responsible bidder, and whose bid is fully conforming to the requirements of the bid documents. Nevertheless, JAXPORT reserves the right to waive informalities in any bid, to reject any or all bids, and to accept the bid which in its judgment will be in the best interest of JAXPORT. JAXPORT will be the sole judge of which proposal will be in its best interest and its decision will be final.

JAXPORT reserves the right to award this contract to the bidder offering the lowest price consistent with meeting all specifications, terms, conditions, delivery 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 the requirements, is qualified and has the necessary organization, capital and resources required to perform the work under the terms and conditions of the contract. JAXPORT reserves the right to accept or reject any or all proposals, in

"REVISED" BID FORM
JAXPORT PROJECT NO.: B2021.01
JAXPORT CONTRACT NO.: C-1772A
SSA JACKSONVILLE CONTAINER TERMINAL PHASE 8
BLOUNT ISLAND MARINE TERMINAL

whole or in part.

The Bidder represents that it has examined the site of the Work and informed itself fully in regard to all conditions pertaining to the place where the work is to be done; that it has examined the plans and specifications for the Work and other Contract Documents relative thereto and has read all of the Addenda furnished prior to the opening of the Bids, as acknowledged below; and that it has otherwise fully informed itself regarding the nature, extent, scope and details of the Work to be performed.

If provided with a Notice of Intent to Award the Contract by the Owner, the Bidder shall execute and deliver to the Owner all of the documents required by the Contract Documents, including but not limited to, the Contract Agreement and the Performance and Payment Bonds in the form contained in the Contract Documents, furnish the required evidence of the specified insurance coverages, furnish all necessary permits, licenses, materials, equipment, machinery, maintenance, tools, apparatus, means of transportation and labor necessary to complete the Work provided for in the Contract Documents for **C-1772A**.

If the Bidder improperly withdraws its Bid or fails to execute and deliver to the Owner any of the documents required by the Contract Documents, within ten (10) days after the date of the Notice of Intent to Award, the Owner may seek recourse against the Bid Security as provided for in the Contract Documents.

The Bidder shall commence work specified herein within the time limits set forth in the General Provisions, which time limits the Bidder acknowledges are reasonable. If the Bidder fails to complete the Work within the scheduled time or any authorized extension thereof, Liquidated Damages, in accordance with the Contract Documents, shall be deducted from the Total Contract Price.

For contracts equal to or exceeding \$25,000 - CERTIFICATION OF BIDDER REGARDING DEBARMENT AND SUSPENSION:

The Contract that ultimately results from this solicitation is a "covered transaction" as defined by Title 2 CFR Part 180. The Bidder certifies, by submission of this Bid or acceptance of this Contract, that neither it nor its Principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participation in this transaction. It further agrees that by submitting this Bid that, if it is the successful Bidder, it will comply with Title 2 CFR Part 1200 and Title 2 CFR Part 180, Subpart C by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction."

For contracts equal to or exceeding \$25,000 - CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT AND SUSPENSION:

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction," must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this Federally assisted project. The successful bidder shall accomplish

"REVISED" BID FORM
JAXPORT PROJECT NO.: B2021.01
JAXPORT CONTRACT NO.: C-1772A
SSA JACKSONVILLE CONTAINER TERMINAL PHASE 8
BLOUNT ISLAND MARINE TERMINAL

this by: (i) Checking the System for Award Management at website: <http://www.sam.gov>, (ii) Collecting a certification statement similar to the previous Certificate of Bidder Regarding Debarment and Suspension, above, and (iii) Inserting a clause or condition in the covered transaction with the lower tier contract.

If the USDOT later determines that a lower tier participant failed to disclose to a higher tier participant that they were excluded or disqualified at the time it entered the covered transaction, the USDOT may pursue any available remedy, including suspension and debarment of the non-compliant participant.

ADDITIONAL INSURED COST DISCLOSURE:

Contractor's commercial liability and automobile insurance must include an endorsement for all additional insureds as provided in GP70-25(A). The cost, if any, of obtaining insurance that covers the Owner is not eligible for reimbursement from Airport Improvement Program grant proceeds. Contractor must disclose this cost by checking (✓) and/or completing one of the following statements:

Contractor's insurance company does not charge for this endorsement, or
 Contractor's insurance company does charge for this endorsement and the cost is \$_____.

SEB/DBE PROGRAM ACKNOWLEDGEMENT:

By submitting a Bid under this solicitation, Bidder represents that it has reviewed and familiarized itself with the Owner's Small Emerging Business Enterprise Disadvantaged Business Enterprise Participation Program (DBE).

CERTIFICATION OF BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS:

The Bidder must complete the following two certification statements. The Bidder must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The Bidder agrees that, if awarded a Contract resulting from this Solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications:

- (1) The Bidder represents that:
- it is
 - it is not

"REVISED" BID FORM
JAXPORT PROJECT NO.: B2021.01
JAXPORT CONTRACT NO.: C-1772A
SSA JACKSONVILLE CONTAINER TERMINAL PHASE 8
BLOUNT ISLAND MARINE TERMINAL

a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(2) The Bidder represents that:

it is

it is not

a corporation that was convicted of a criminal violation under any Federal law within the preceding twenty-four (24) months.

If a Bidder responds in the affirmative to either of the above representations, the Bidder is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The Bidder therefore must provide information to the Owner about its tax liability or conviction to the Owner, who will then notify the USDOT District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions for this Certification: Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559. Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

The required bid guaranty is attached hereto (see "Supplemental Instructions to Bidders") of the contract documents.

Acknowledgment of the following addenda is hereby made (see "Supplemental Instructions to Bidders"):

Addendum No. 1, Dated: May 2, 2023 Initials: JRZ

Addendum No. 2, Dated: May 12, 2023 Initials: JRZ

Addendum No. 3, Dated: _____ Initials: _____

Addendum No. 4, Dated: _____ Initials: _____

"REVISED" BID FORM
JAXPORT PROJECT NO.: B2021.01
JAXPORT CONTRACT NO.: C-1772A
SSA JACKSONVILLE CONTAINER TERMINAL PHASE 8
BLOUNT ISLAND MARINE TERMINAL

See also "Bid Contents and Format" section of the "Supplemental Instructions to Bidders".

Baker Constructors, Inc.

Name of Contractor

AUTHENTICATION (see "Supplemental Instructions to Bidders")

Baker Constructors, Inc.

Firm

<u>1275 County Road 210 W.</u>	<u>St. Johns</u>	<u>FL</u>	<u>32259</u>
Business Address	City	State	Zip Code

Mailing Address, if different from above

	<u>May 31, 2023</u>
Authorized Signature	Date Executed

<u>Brandon Forrest</u>	<u>Vice President</u>
Typed Name	Title

<u>(904) 559-1728</u>	
Telephone Number	Facsimile Number

<u>81-2643964</u>	<u>CGC1519398</u>
Company Federal Tax I.D. No.	Company's Business License No.

BIDDERS REQUIREMENTS		Baker Constructors, Inc.	Superior Construction Company Southeast, LLC
JPA CONTRACT NO.: ITB_C-1772A SSA JCT PHASE 8			
Bid Open Date: Wednesday, May 31, 2023 at 2:00 PM			
BID BOND		Y	Y
COI FORM		Y	Y
PEC FORM		Y	Y
BIDDER'S MINIMUM REQUIREMENTS		Y	Y
CCRSC FORM		Y	Y
E-VERIFY		Y	Y
E-BUILDER		Y	Y
SEB FORM 1		Y	Y
ADDENDUM NO. 01		Y	Y
ADDENDUM NO. 02		Y	Y
	Description	Total Cost	Total Cost
GENERAL			
G1	Mobilization and Demobilization (Including Site Office)	\$ 900,000.00	\$ 1,900,000.00
G2	Environmental BMP and Permit Compliance	\$ 84,582.43	\$ 350,000.00
G3	Payment & Performance Bond	\$ 96,500.00	\$ 200,000.00
G4	Safety Provisions and Monitoring	\$ 86,817.66	\$ 400,000.00
G5	As-Built Drawings and Project Closeout	\$ 16,152.19	\$ 50,000.00
GENERAL - G1 - G5 Cost Total		\$ 1,184,052.28	\$ 2,900,000.00
DEMOLITION - D1 - D10			
D1	Demolition and Disposal of Small Office Building	\$ 54,507.48	\$ 45,000.00
D2	Demolition and Disposal of Power Poles Adjacent to Small Office	\$ 14,370.73	\$ 16,000.00
D3	Demolition and Disposal of Fences	\$ 23,426.78	\$ 20,000.00
D4	Demolition and Disposal of High Mast Lights and Foundations	\$ 58,848.96	\$ 30,000.00
D5	Demolition and Disposal of Sewage Lift Station	\$ 51,715.95	\$ 21,000.00
D6	Demolition and Disposal of Utility Pipe, Including Drainage, Sanitary, Fire, and Water	\$ 109,934.25	\$ 130,000.00
D7	Demolition and Disposal of Asphalt, Limerock, and Sand	\$ 977,267.37	\$ 1,900,000.00
D8	Demolition and Disposal of Utility Structures, Including Electrical, Drainage, Sanitary, Fire, and Water	\$ 20,490.91	\$ 41,000.00
D9	Demolition and Disposal of Utility Conduit/Ductbank, Including Electrical and Communications	\$ 32,048.94	\$ 185,000.00
D10	Demolition and Disposal of Rail and Foundations	\$ 17,283.89	\$ 15,000.00
DEMOLITION - D1 - D10 Cost Total		\$ 1,359,895.26	\$ 2,403,000.00
UTILITIES - U1 - U11			
U1	Fire Water Main, Including 6", 8", and 10" PVC Pipe	\$ 274,574.94	\$ 220,000.00
U2	Fire Water Fittings, Including Tees, Elbows, and Valves	\$ 14,768.33	\$ 44,000.00
U3	Fire Hydrants with Valve	\$ 31,469.50	\$ 36,000.00
U4	Potable Water Network, 6" Diameter PVC Pipes including Valves	\$ 49,713.66	\$ 49,000.00
U5	Sanitary Sewer Force Main, 3" dia, and Sanitary Sewer Gravity Pipe, 4" dia	\$ 64,513.89	\$ 31,000.00
U6	Fibreglass Lift Station (Delivered, Installed and Commissioned)	\$ 90,972.81	\$ 72,000.00
U7	Prefabricated Restroom (Delivered, Installed and Commissioned)	\$ 184,159.67	\$ 165,000.00
U8	New RCP Storm Water Drainage Pipes (18", 24" and 30" dia)	\$ 271,860.95	\$ 500,000.00
U9	Drainage Structure Concrete Collar and/or Repair	\$ 128,098.04	\$ 325,000.00
U10	New Drainage Manholes	\$ 297,711.20	\$ 195,000.00
U11	Drainage Manhole Castings and Grates	\$ 37,384.13	\$ 105,000.00
UTILITIES - U1 - U11 Cost Total		\$ 1,445,227.12	\$ 1,742,000.00
ELECTRICAL - E1 - E5			
E1	Electrical Panelboards and Mini Power Zones including Breakers	\$ 41,410.69	\$ 36,000.00
E2	Electrical Manholes, Airport Rated 48" x 48"	\$ 27,304.38	\$ 24,000.00
E3	Electrical Handholes 24" x 24"	\$ 34,719.68	\$ 30,000.00
E4	Electrical Ductbanks and Conductors	\$ 962,413.34	\$ 772,000.00
E5	High Mast Lights Including All Components and Controls	\$ 555,997.68	\$ 484,000.00
ELECTRICAL - E1 - E5 Cost Total		\$ 1,621,845.77	\$ 1,346,000.00
PAVEMENTS - P1 - P3			
P1	Asphalt Transportation	\$ 393,642.96	\$ 355,000.00
P2	Asphalt Pavement including Asphalt, Limerock Base and Subgrade Preparation	\$ 9,669,125.18	\$ 9,908,000.00
P3	Pavement Striping and Marking	\$ 291,438.35	\$ 625,000.00
PAVEMENTS - P1 - P3 Cost Total		\$ 10,354,206.49	\$ 10,888,000.00
SITE WORK - S1 - S8			
S1	Fire Water Main, Including 6", 8", and 10" PVC Pipe	\$ 2,232.99	\$ 7,000.00
S2	Fire Water Fittings, Including Tees, Elbows, and Valves	\$ 1,866.46	\$ 16,000.00
S3	Fire Hydrants with Valve	\$ 3,744.05	\$ 7,000.00
S4	Potable Water Network, 6" Diameter PVC Pipes including Valves	\$ 3,945.44	\$ 10,000.00
S5	Sanitary Sewer Force Main, 3" dia, and Sanitary Sewer Gravity Pipe, 4" dia	\$ 7,963.55	\$ 18,000.00
S6	Fibreglass Lift Station (Delivered, Installed and Commissioned)	\$ -	\$ 1,000.00
S7	Prefabricated Restroom (Delivered, Installed and Commissioned)	\$ 35,464.38	\$ 231,000.00
S8	New RCP Storm Water Drainage Pipes (18", 24" and 30" dia)	\$ 225,556.21	\$ 210,000.00
SITE WORK - S1 - S8 Cost Total		\$ 280,773.08	\$ 500,000.00
LUMP SUM BID PRICE - GRAND TOTAL		\$ 16,246,000.00	\$ 19,779,000.00
ASPHALT PRICE INDEXING			
INDEX	Asphalt (Quantity in lbs)	70,590,000	35,295,000
INDEX	Bid Asphalt Price Index (BAPI)	2.6622 for SP-19 & 3.1991 for SP-12.5	\$2.6622 / \$3.1991

Recorded By: Sandra Platt
Sandra Platt (Jun 7, 2023 09:03 EDT)

Witness: Betta Rogers
Betta Rogers (Jun 5, 2023 07:19 EDT)

Witness: Jerrie Gunder
Jerrie Gunder (Jun 5, 2023 12:20 EDT)

APPARENTLY CONFORMING

Director, Procurement Services: Leisa Goo

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

AC-2023-08-03
Reference No.

File

08/23/2023
Date

SUBJECT: Cruise Terminal Canopy Upgrades

JPA Project No.: D2022.06

JPA Contract No.: MC-1854BR

ACON Construction Co., Inc.

COST: \$715,863.00

BUDGETED

NON-BUDGETED

BACKGROUND:

This project consists of canopy upgrades at Dames Point Cruise Terminal. The scope of work includes, but is not limited to, furnishing all labor, materials, equipment and supervision necessary for the partial demolition, modification, permitting, and installation of a 5,208 square-foot canopy system over a pedestrian walkway that serves as the ingress/egress path from the paid parking lot to the cruise terminal embark/debark building. The project also includes the complete demolition, permitting, and installation of a 2,220 square-foot canopy system over three (3) pay-to-park booths and their respective ingress vehicle travel lanes, along with the sole egress travel lane at the paid parking lot.

On May 18, 2023, Procurement Services solicited bids from qualified and licensed contractors to provide the aforementioned services. On June 26, 2023, Procurement Services received two (2) conforming bids from ACON Construction Co., Inc. and Clayton Co. Consultants, LLC. After review of the conforming bids, it is the recommendation of the Engineering Department to award a contract to ACON Construction Co., Inc., who offered the lowest, responsive, and responsible bid.

EXPENSE CATEGORY:

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

This is a budgeted capital item for FY23 and will be 100% funded with JPA funds.

FINANCIAL:

Available Budget:	\$720,500
Proposed Expense:	<u>\$715,863</u>
Remaining Balance:	<u>\$ 4,637</u>

RECOMMENDATION:

Management recommends that the Board of Directors approve the issuance of a contract to ACON Construction Co., Inc., for cruise terminal canopy upgrades in the amount of \$715,863.00.

AC-2023-08-03

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

Attachments: ACON Construction Co., Inc., bid form dated 05/24/2023
Unofficial Bid Results

ORIGINATED BY:

SUBMITTED FOR APPROVAL

Kelsey Cox
Kelsey Cox (Aug 23, 2023 16:08 EDT)

Brian Simmons
Brian Simmons (Aug 24, 2023 06:30 EDT)

Kelsey Cox, Sr. Director, Engineering & Construction

Brian Simmons, Director, Procurement Services

AWARDS COMMITTEE ACTION

APPROVED

APPROVED / REJECTED / DEFERRED

CONDITIONS OF APPROVAL (IF ANY):

Sandra Platt
Sandra Platt (Aug 24, 2023 07:37 EDT)

Beth McCague
Beth McCague (Aug 24, 2023 17:00 EDT)

Sandra Platt, Secretary to Awards Committee

Beth McCague, Interim Chair to Awards Committee

CHIEF EXECUTIVE OFFICER ACTION

APPROVED

APPROVED / REJECTED / DEFERRED

CONDITIONS OF APPROVAL (IF ANY):

Eric B. Green
Eric B. Green (Aug 24, 2023 17:34 EDT)

Eric B. Green, Chief Executive Officer

CONDITIONS OF APPROVAL (IF ANY):

Date

Rebecca Dicks, Corporate Secretary

BOARD DECISION

APPROVED / REJECTED / DEFERRED

CONDITIONS OF APPROVAL (IF ANY):

Date

Board Chairman

Date

Board Secretary

BID FORM
JAXPORT PROJECT NO.: D2022.06
JAXPORT CONTRACT NO.: MC-1854BR
CRUISE TERMINAL CANOPY UPGRADES/ENHANCEMENTS (RE-BID)
DAMES POINT MARINE TERMINAL

BIDDER'S NAME: ACON Construction Co., Inc.

The undersigned hereby proposes to furnish all materials, equipment, labor, and supervision for the above identified project, in accordance with the specifications and drawings for Contract No. **MC-1854BR**, at the following price:

Scope of Work: Furnish all labor, materials, equipment and supervision for the partial demolition, modification, permitting, and installation of a 5,208-square-foot canopy system over a pedestrian walkway that serves as the ingress/egress path from the paid parking lot to the cruise terminal embark/debark building. See Exhibit 6.1 Concept Modification. The project also includes the complete demolition, permitting, and installation of a 2,220-square-foot canopy system over 3 pay-to-park booths and the associated 3 ingress vehicle travel lanes and sole egress travel lane at the JAXPORT Cruise Terminal paid parking lot. The work areas are located at the JAXPORT Cruise Terminal, 9810 August Drive Jacksonville, FL 32226.

A. BASE BID LUMP SUM		
Item Number	Description	Total Item Amount
1	Mobilization/Demobilization (60%/40%)	\$ 89,863.00
2	Pedestrian Canopy Materials	\$ 150,000.00
3	Pedestrian Canopy Labor	\$ 233,000.00
4	Paid Parking Booth Canopy Materials	\$ 110,000.00
5	Paid Parking Booth Canopy Labor	\$ 133,000.00
A. SUM OF ALL BASE BID LUMP SUM WORK (ITEMS 1 - 5):		\$ 715,863.00
BID SUMMARY		
B. TOTAL BID AMOUNT (LINE A) Items 1 - 5:		\$ 715,863.00

(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 this contract to the Bidder whose price is the lowest, based on Total Base Bid Amount (Items 1-5), subject to the availability of appropriated funds.

The Authority reserves the right to award this contract to the lowest, responsive, responsible bidder, and whose bid is fully conforming to the requirements of the bid documents. Nevertheless, JAXPORT reserves the right to waive informalities in any bid, to reject any or all bids, and to accept the bid which in its judgment will be in the best interest of JAXPORT. JAXPORT will be the sole judge of which proposal will be in its best interest and its decision will be final.

BID FORM
JAXPORT PROJECT NO.: D2022.06
JAXPORT CONTRACT NO.: MC-1854BR
CRUISE TERMINAL CANOPY UPGRADES/ENHANCEMENTS (RE-BID)
DAMES POINT MARINE TERMINAL

JAXPORT reserves the right to award this contract to the bidder offering the lowest price consistent with meeting all specifications, terms, conditions, delivery 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 the requirements, is qualified and has the necessary organization, capital and resources required to perform the work under the terms and conditions of the contract. JAXPORT reserves the right to accept or reject any or all proposals, in whole or in part.

The required bid guaranty is attached hereto (see "Supplemental Instructions to Bidders") of the contract documents.

Acknowledgment of the following addenda is hereby made (see "Supplemental Instructions to Bidders"):

- Addendum No. 1, Dated: 6-7-2023 Initials: DMS
- Addendum No. 2, Dated: _____ Initials: _____
- Addendum No. 3, Dated: _____ Initials: _____
- Addendum No. 4, Dated: _____ Initials: _____

See also "Bid Contents and Format" section of the "Supplemental Instructions to Bidders".

David Sypniewski

Name of Contractor

AUTHENTICATION (see "Supplemental Instructions to Bidders")

ACON Construction Co., Inc.

Firm

3653 Regent Boulevard, Suite 401, Jacksonville, FL 32224

Business Address	City	State	Zip Code
------------------	------	-------	----------

Same as above

Mailing Address, if different from above

6-26-2023

Authorized Signature

David Sypniewski



Date Executed

President

Typed Name

904-565-9060

Title

904-565-9080

Telephone Number

59-3296336

Facsimile Number

CGC022916

Company Federal Tax I.D. No.

Company's Business License No.

BIDDER REQUIREMENTS						
Project: MC-1854BR CRUISE TERMINAL CANOPY UPGRADES					ACON Construction Co., Inc	
Bid Open Date: June 26, 2023 at 2:00 PM					Clayton Co. Consultants, LLC	
COI FORM					Y	
BIDDERS MINIMUM REQUIREMENTS					Y	
BID BOND					Y	
CCRSC FORM					Y	
PEC FORM					Y	
E-VERIFY					Y	
E-BUILDER					Y	
ADDENDUM NO. 01					Y	
A. BASE BID LUMP SUM						
	Description	QTY	UoM	Total Cost	Total Cost	
1	Mobilization/Demobilization (60%/40%)	1	LS	\$ 89,863.00	\$ 174,108.53	
2	Pedestrian Canopy Materials	1	LS	\$ 150,000.00	\$ 342,605.53	
3	Pedestrian Canopy Labor	1	LS	\$ 233,000.00	\$ 206,504.90	
4	Paid Parking Booth Canopy Materials	1	LS	\$ 110,000.00	\$ 194,872.99	
5	Paid Parking Booth Canopy Labor	1	LS	\$ 133,000.00	\$ 105,392.40	
A. SUM OF ALL BASE BID LUMP SUM (Items 1-5):				\$ 715,863.00	\$ 1,023,484.35	
BID SUMMARY						
B. TOTAL BID AMOUNT (LINE A) Items 1 - 5:				\$ 715,863.00	\$ 1,023,484.35	
Bidder Qualification Notes					CK #5507839600 - \$51,174.22	

Recorded By: Sandra Platt
Sandra Platt (Jun 26, 2023 15:52 EDT)

Witness: Jerrie Gunder
Jerrie Gunder (Jun 27, 2023 08:53 EDT)

Witness: Brian Williams
Brian Williams (Jun 27, 2023 09:05 EDT)

Manager, Procurement Services: Retta Rogers
Retta Rogers (Jun 27, 2023 10:03 EDT)

APPARENTLY CONFORMING

Board of Directors Meeting - R2023-08-01 Engineering and Construction Update

KEY CAPITAL PROJECTS

No.	Contract Number	Project Description	Vendor	Scope	Original Contract Amt. (\$)	Approved Change Orders To Date	Total Contract as Amended	Payments to Date	Work Remaining To Invoice	Proposed Change Orders (PCO's)	Remarks
1	AE-1436D	Rehabilitate Wharfs 33 & 34	HDR Eng., Inc.	Engineering Services During Construction BIMT Wharf Reconstruction Phase II	\$1,813,479	\$1,314,400	\$3,127,879	\$3,084,838	\$43,041	\$0	HDR awarded contract for Services During Construction. HDR reviewed and made recommendations on change order requests submitted by Manson Construction.
	C-1436C		Manson Construction	BIMT Wharf Rehabilitation Phase II	\$51,021,172	\$603,915	\$51,625,087	\$49,587,226	\$2,037,861	\$1,006,406	Manson Construction Co was awarded the construction contract to build Phase 2A and 2B on BIMT wharf. Construction NTP was issued on December 3, 2018. Contract completion date is February 6, 2021. Manson has completed construction of the
2	MC-1611A	Pile Cap & Beam Rehab TMT	Underwater Mechanix, Inc	Facilities Wide Underwater Pile Cleaning	\$877,182	\$0	\$877,182	\$91,498	\$785,684	\$0	UMX was awarded the contract to clean piles at TMT Berth 6. NTP issued as of April, 17, 2023. UMX has mobilized and started works at TMT Berth 6.
	AE-1780		JACOBS Engineering Group	Engineering Inspection & Design Services Pile Jacket Repairs Berth 5	\$143,950	\$68,083	\$212,033	\$159,058	\$52,975	\$0	JACOBS has completed their design, and project has been advertised and bids have been received. Project has been awarded to Michels Construction Corp., with expected NTP early October, 2023.
	AE-1780A		JACOBS Engineering Group	Engineering Inspection & Design Services Pile Jacket Repairs Berth 6	\$146,954	\$0	\$146,954	\$0	\$146,954	\$0	JACOBS was awarded the inspection/design contract for TMT Berth 6 piles repairs. JACOBS will inspect all piles cleaned by UMX in contract MC-1611A to identify piles that need repairs, type of repairs, and proceed with design of repairs.
3	AE-1588B	Rehabilitate Underdeck Concrete Phase 4	C&ES Construction & Engineering Services	Engineering & Inspection Services for Rehabilitate Underdeck Concrete Phase 4	\$52,440	\$0	\$52,440	\$20,959	\$31,481	\$0	C&ES has been awarded the contract to inspect the underdeck repairs for Phase 4 at TMT.
	C-1588A		Southern Road & Bridge LLC	Rehabilitate Underdeck Concrete Phase 4	\$2,143,244	\$887,876	\$3,031,120	\$1,995,398	\$1,035,722	\$0	Southern Road & Bridge LLC was awarded the contract to make concrete spall repairs on the underside of the deck at TMT Berths 5-8. This is final phase of underdeck repairs for TMT. Southern Road & Bridge has continued work, around vessel
4	AE-1742	Bartram Island Cell C Expansion Design/Permitting	Taylor Engineering, Inc.	Bartram Island DMMA Cell C Concept Development Design & Permitting	\$854,134	\$891,339	\$1,745,473	\$1,420,575	\$324,898	\$0	Taylor Engineering is providing Services During Construction and making site visits to confirm compliance with contract documents.
	C-1795		Brance Diversified Inc.	DMMA Cell C Restoration & Capacity	\$7,775,000	\$839,619	\$8,614,619	\$5,021,871	\$3,592,748	\$474,986	Brance Diversified was awarded the contract to expand Cell C at Bartram Island. The Notice to Proceed was issued on February 24, 2022. Brance Diversified is 65% complete with the project. Brance Diversified is segregating good material in Cell C to raise the dike walls and confirming the final quantity of materials required to raise the cell wall. Brance Diversified will start hauling suitable material from Cell A within the next month, to continue the dike walls construction.
5	AE-1772	Container Terminal Upgrades - SSA	AECOM Technical Services	Program Management & Inspection Svcs for C-1772 SSA Container Yard Improvements	\$3,215,597	\$250,070	\$3,465,667	\$1,396,309	\$2,069,358	\$0	Program management services are being performed to manage the contractors work and progress.
	C-1772		Superior Construction Company Southeast, LLC	SSA JCT Container Yard Improvements	\$48,876,120	\$1,692,671	\$50,568,791	\$28,561,863.00	\$22,006,928	\$0	NTP for Construction was issued on 1/10/22. Phase 3 East and Phase 3 West are Substantially Complete. Phase 4W has been determined Substantially Completed. Site inspection for Substantial Completion of Phase 4E is scheduled for the week of
6	AE-1830	Auto Processing Facility Development - SET	JE Dunn Construction	Terminal Development for SET - CM at Risk	\$700,000	\$22,621,665	\$23,321,665	\$400,000	\$22,921,665	\$0	JE Dunn was awarded the CM at risk contract to construct the SET facility. Bonds and insurance have been received and approved. GMP # 1 construction works (to include Early Sitework and Deep Foundations) have started. GMP # 2 has
	C-1830		Realco Recycling	SET Phase 1 Building Demolition	\$547,999	\$166,473	\$714,472	\$714,472	\$0	\$0	Realco Wrecking was awarded the contract to demo 3 buildings at BIMT previously leased to WWL. An Administrative NTP was issued on August 8, 2022. Realco has completed the demolition of all 3 buildings. Realco received a change order to remove the

Board of Directors Meeting - R2023-08-01 Engineering and Construction Update

No.	Contract Number	Project Description	Vendor	Scope	Original Contract Amt. (\$)	Approved Change Orders To Date	Total Contract as Amended	Payments to Date	Work Remaining To Invoice	Proposed Change Orders (PCO's)	Remarks
7	AE-1824B	Berth 16 & 17 Cathodic Protection Design & Construction	Jacobs Engineering	Engineering Services During Construction Berths 16 & 17 Cathodic Protection	\$78,080		\$78,080	\$61,211	\$16,869	\$0	Jacobs Engineering completed the design of cathodic protection for Berth 16 & 17. They have a contract to provide Services During Construction. Project completed.
	C-1824		Coastal Gunite Construction	Cathodic Protection Systems Berths 16 & 17	\$687,499		\$687,499	\$636,067	\$51,432	\$0	Coastal Gunite received a construction NTP on 1/10/23 to install 472 anodes on the sheet pile wall at Berth 16 & 17. 100% of anodes have been installed. Final anodes inspection is scheduled for 6/19/2023. Coastal Gunite has completed this project. Project is being closed out.
8	AE-1806A	DPMT Shoreline Protection Design & Construction	Taylor Engineering	Engineering Services During Construction DPMT Shoreline Construction	\$106,764		\$106,764	\$42,835	\$63,929	\$0	Taylor Engineering is providing Services During Construction and making site visits to confirm compliance with contract documents.
	C-1806		Rush Marine LLC	DPMT Shoreline Protection	\$2,194,465		\$2,194,465	\$363,609	\$1,830,856	\$0	Rush Marine LLC was awarded the contract last month and has submitted their bond and insurance for approval. Construction NTP has been issued, and the Contractor has started installing the temporary fencing for the project in preparation to start
9	AE-1794	Intersection Improvements at William Mills/Dave Rawls	RS&H, Inc.	Engineering Design Services for BIMT Intersection Improvements	\$152,664		\$152,664	\$0	\$152,664	\$0	RS&H is providing Services During Construction and making site visits to confirm compliance with contract documents.
	C-1794		Pars Construction Svcs, LLC	BIMT Intersection Improvements Wm Mills & Dave Rawls	\$2,116,110		\$2,116,110	\$0	\$2,116,110	\$0	PARS Construction awarded the construction contract. Construction NTP has been issued, and the Contractor started mobilization and layout works. PARS has started construction works for Phase 1 and Phase 2.

Financial Highlights

July 2023

July's Revenue at \$5.353 million is ahead of plan by \$415 thousand. This result was driven by Cruise revenue and higher than expected Auto revenue. Cruise at \$640 thousand surpassed budget by \$363 thousand. The Carnival Elation continues to sail at well over 100% capacity. Auto revenue at \$1.332 million outpaced budget by \$176 thousand. This is the result of increased imports at Blount island along with increased exports of privately-owned vehicles (POV's). Container revenues also exceeded budget by \$24 thousand even though TEU's were short of plan by 17%. This is the result of volume that has shifted from the Dames Point Terminal to the Blount Island Terminal where contractual terms are more favorable to JAXPORT. Breakbulk was short of plan by \$204 thousand and short of prior year by \$308 thousand. It is typical for this product type to fluctuate widely from month to month based on the number of ships calling.

EXPENSE

Operating Expenses continue to be well controlled. Nearly all categories are below budget. Berth Maintenance Dredge expense was \$466 thousand, \$49 thousand over budget. We dredged 33,912 cubic yards from Talleyrand which accounted for most of the monthly dredge expense. We continue to project an unfavorable budget variance at year end for this expense category. Security services at \$458 thousand was also over budget by \$42 thousand. This overage reflects nearly full staff of our third-party security provider against the budget which anticipated a 90% staff level.

Investment income at \$608 thousand continues ahead of plan as a result of earnings in excess of 4% on higher than expected balances. The favorable variance from our conservative budget is \$583 thousand for the month.

Income Before Depreciation at \$2.383 million, represents a \$1.487 million favorable variance.

YEAR-TO-DATE

We continue on track to exceed budget in Revenue. Through ten months we report \$54.237 million against a budget of \$49.141 million. All categories, with the exception of Breakbulk and Liquid Bulk, are ahead of plan. Expenses remain underbudget, currently showing a \$656 thousand favorable variance to plan. Total Income Before Depreciation is \$18.379 million, \$10.296 million ahead of plan. \$5.096 of this variance is generated from Operating Revenues, \$656 thousand from favorable expense variance and \$2.882 million from overage in Investment income and Shared Revenue from the City.

BALANCE SHEET

We continue to report a stable balance sheet with very strong cash balances. We are holding the \$35 million Harbor Deepening Refund as we work through the repayment processes with the State and City on their share of the refund. The Restricted Cash Accounts for Capital Projects increased to \$64 million as a result of an upfront payment from a tenant required for us to proceed with issuing an award for materials for their terminal construction project.

CONCERNS

No concerns at this time.

VITAL STATISTICS

JULY FY2023 - Cargo Performance

CARGO INDICATORS

	VARIANCE					YEAR-TO- DATE			VARIANCE	
	Actual	Budget	Prior	Budget	Prior	Actual	Budget	Prior	Budget	Prior
Vessel Calls	124	130	137	-5%	-9%	1,297	1,300	1,291	0%	0%
Total Tons	775,201	868,954	1,049,878	-11%	-26%	8,637,265	8,689,540	8,249,772	-1%	5%
Total Revenue	\$5,353,090	\$4,937,680	\$5,760,592	8%	-7%	\$54,236,859	\$49,140,905	\$50,754,996	10%	7%

OPERATING REVENUE / STATISTICS

	VARIANCE					YEAR-TO- DATE			VARIANCE	
	Actual	Budget	Prior	Budget	Prior	Actual	Budget	Prior	Budget	Prior
Container Revenue	\$2,426,615	\$2,403,085	\$2,583,542	1%	-6%	\$24,225,643	\$23,668,510	\$24,637,001	2%	-2%
Container TEU's	97,896	117,463	113,475	-17%	-14%	1,083,638	1,174,633	1,081,968	-8%	0%
ICTF Rail Lifts	1,575	1,500	2,252	5%	-30%	16,839	15,000	25,020	12%	-33%
Auto Revenue	\$1,332,127	\$1,155,656	\$1,472,297	15%	-10%	\$12,154,025	\$11,556,560	\$12,673,888	5%	-4%
Auto Units	58,796	45,833	64,048	28%	-8%	424,755	458,333	462,498	-7%	-8%
Military Revenue	\$153,541	\$58,333	\$55,358	163%	177%	\$1,083,786	\$583,330	\$420,431	86%	158%
Breakbulk Revenue	\$251,069	\$455,043	\$559,090	-45%	-55%	\$4,235,436	\$4,550,430	\$4,940,058	-7%	-14%
Breakbulk Tons	15,575	90,343	115,764	-83%	-87%	716,422	903,430	826,572	-21%	-13%
Liquid Bulk Revenue	\$119,577	\$139,631	\$119,739	-14%	0%	\$1,189,525	\$1,396,310	\$1,253,714	-15%	-5%
Liquid Bulk Tons	37,429	36,735	36,781	2%	2%	325,276	367,354	354,943	-11%	-8%
Dry Bulk Revenue	\$194,327	\$167,755	\$251,095	16%	-23%	\$2,162,227	\$1,677,550	\$1,816,090	29%	19%
Dry Bulk Tons	114,839	47,677	184,308	141%	-38%	1,275,994	476,774	657,590	168%	94%
Cruise Revenue	\$650,080	\$287,077	\$452,840	126%	44%	\$5,503,273	\$2,997,215	\$1,864,551	84%	195%
Cruise Passengers	20,124	10,676	17,776	88%	13%	157,606	106,760	62,952	48%	150%
Total Cargo Revenue	\$5,127,335	\$4,666,580	\$5,493,961	10%	-7%	\$50,553,915	\$46,429,905	\$47,605,733	9%	6%
Other Revenue	\$225,754	\$271,100	\$266,631	-17%	-15%	\$3,682,944	\$2,711,000	\$3,149,262	36%	17%

Jacksonville Port Authority
Comparative Income Statement (Unaudited)
For the 10 months ending 07/31/2023

	Current Month Actual	Current Month Budget	Budget Variance	Prior Year Month Actual	Current YTD Actual	Current YTD Budget	Budget Variance	Prior Year YTD Actual
OPERATING REVENUES								
CONTAINERS	2,426,615	2,403,085	23,530	2,583,542	24,225,643	23,668,510	557,133	24,637,001
AUTOS	1,332,127	1,155,656	176,471	1,472,297	12,154,025	11,556,560	597,465	12,673,888
MILITARY	153,541	58,333	95,208	55,358	1,083,786	583,330	500,456	420,431
BREAK BULK	251,069	455,043	(203,974)	559,090	4,235,436	4,550,430	(314,994)	4,940,058
LIQUID BULK	119,577	139,631	(20,054)	119,739	1,189,525	1,396,310	(206,785)	1,253,714
DRY BULK	194,327	167,755	26,572	251,095	2,162,227	1,677,550	484,677	1,816,089
CRUISE	650,080	287,077	363,003	452,840	5,503,273	2,997,215	2,506,058	1,864,551
OTHER OPERATING REVENUE	225,754	271,100	(45,346)	266,631	3,682,944	2,711,000	971,944	3,149,262
TOTAL OPERATING REVENUES	5,353,090	4,937,680	415,410	5,760,592	54,236,859	49,140,905	5,095,954	50,754,996
OPERATING EXPENSES								
SALARIES & BENEFITS	1,725,704	1,748,637	(22,934)	1,558,148	17,210,426	17,945,560	(735,134)	15,642,189
SERVICES & SUPPLIES	377,806	573,703	(195,897)	405,390	4,726,425	5,737,038	(1,010,613)	4,210,002
SECURITY SERVICES	457,850	415,587	42,263	391,437	4,204,775	4,155,870	48,905	3,681,644
BUSINESS TRAVEL AND TRAINING	38,303	46,691	(8,388)	56,584	356,256	466,910	(110,654)	260,648
PROMO,ADV,DUES & MEMBERSHIPS	25,597	55,345	(29,748)	29,630	501,732	553,450	(51,718)	557,249
UTILITY SERVICES	65,299	67,116	(1,817)	74,084	647,034	671,160	(24,126)	578,495
REPAIRS & MAINTENANCE	190,413	197,619	(7,206)	121,202	2,172,511	1,976,190	196,321	1,751,208
CRANE MAINTENANCE PASS THRU	(77,523)	(63,333)	(14,190)	(45,572)	(750,875)	(633,330)	(117,545)	(395,133)
BERTH MAINTENANCE DREDGING	465,756	416,735	49,021	600,459	5,331,575	4,167,350	1,164,225	4,487,046
MISCELLANEOUS	18,983	14,709	4,274	34,628	131,673	147,090	(15,417)	115,853
TOTAL OPERATING EXPENSES	3,288,189	3,472,809	(184,621)	3,225,989	34,531,532	35,187,288	(655,756)	30,889,200
OPERATING INC BEFORE DS AND DEPR	2,064,901	1,464,871	600,031	2,534,603	19,705,327	13,953,617	5,751,710	19,865,796
NON OPERATING INCOME								
INVESTMENT INCOME	608,015	25,001	583,014	10,919	2,728,072	250,010	2,478,062	32,199
SHARED REVENUE FROM CITY	870,428	800,926	69,502	805,899	8,413,363	8,009,260	404,103	8,127,924
TOTAL NON OPERATING ITEMS	1,478,443	825,927	652,516	816,818	11,141,435	8,259,270	2,882,165	8,160,123
NON OPERATING EXPENSE								
DEBT SERVICE	1,157,520	1,308,432	(150,912)	1,662,480	11,658,151	13,084,322	(1,426,171)	15,050,437
CRANE RELOCATION	-	87,500	(87,500)	252	800,900	1,050,000	(249,100)	252
OTHER NON OP EXPENSE	3,061	(428)	3,489	234	8,599	(4,280)	12,879	10,049
TOTAL NON OPERATING EXPENSE	1,160,581	1,395,504	(234,923)	1,662,966	12,467,650	14,130,042	(1,662,392)	15,060,738
INCOME BEFORE DEPRECIATION	2,382,763	895,294	1,487,470	1,688,455	18,379,112	8,082,845	10,296,267	12,965,181

Jacksonville Port Authority
Balance Sheet (in thousands)
At July 31, 2023

	<u>July 31, 2023</u>	<u>June 30, 2023</u>	<u>September 30, 2022</u>
Current Assets			
Cash & cash equivalents	22,300	22,369	17,349
Restricted cash & cash equivalents	6,273	5,038	7,863
Accounts receivable, net	8,200	8,324	7,251
Notes and other receivables	61	66	120
Grants receivable	3,964	3,955	13,914
Inventories and other assets	2,545	2,749	2,077
Total Current Assets	43,343	42,501	48,574
Noncurrent Assets			
Restricted cash & cash equivalents	16,354	16,293	15,962
Restricted Cash for Cap Projects	64,196	58,083	28,629
Deferred outflow of resources	9,773	9,803	10,077
Capital Assets, net	829,866	827,333	856,329
Total Noncurrent Assets	920,189	911,512	910,997
Total Assets	963,532	954,013	959,571
Current liabilities			
Accounts payable	2,363	1,658	2,257
Construction accounts payable	2,784	2,118	3,139
Accrued expenses	960	879	683
Accrued interest payable	1,475	956	2,180
Retainage payable	3,752	3,752	3,620
Bonds and Notes Payable	8,036	8,036	8,036
Total Current Liabilities	19,370	17,399	19,915
Noncurrent liabilities			
Unearned Revenue	15,292	15,292	15,292
Accrued Expenses	2,832	2,800	2,290
Line of credit	2,920	2,920	10,749
Bonds and notes payable	197,874	197,889	206,067
Other Obligations	8,537	8,537	8,537
Net Pension Liability	16,545	16,545	16,545
Deferred inflows - Pension	1,357	1,357	1,357
Total Non Current Liabilities	245,357	245,340	260,837
Total Liabilities	264,727	262,739	280,752
Net Position	698,805	691,274	678,819



COMMERCIAL

HIGHLIGHTS

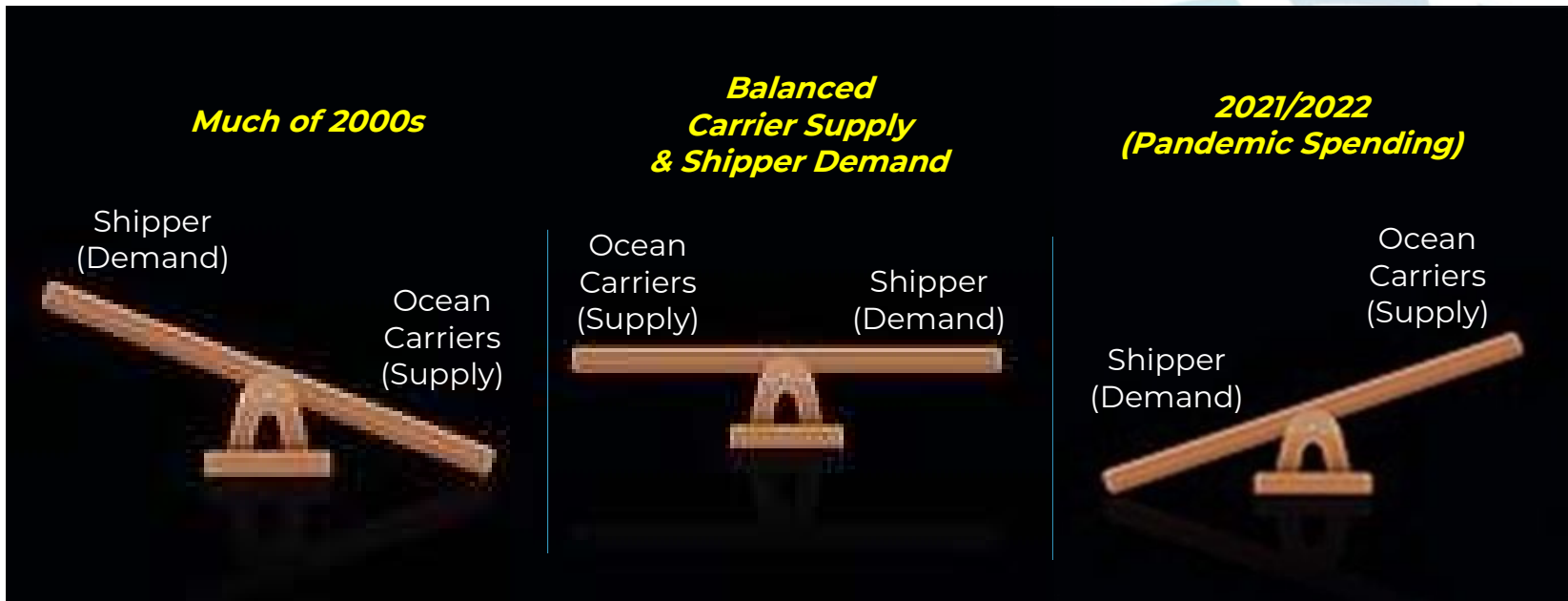
August 2023

COMMERCIAL HIGHLIGHTS

- **Container Volumes**
 - **Vessel supply vs. shipper demand**
- **Vehicle Volumes**
- **New Business Examples**



U.S. INTERNATIONAL CONTAINER TRADE: SUPPLY (OCEAN CARRIERS) AND DEMAND (SHIPPERS)



INTERNATIONAL TEU IMPORTS

2022 vs. 2023, thru June YTD



		2023 YTD
West Coast	LALB	↓ -25.6%
	Oakland	↓ -27.7%
	Seaport Alliance	↓ -29.0%
	Vancouver	↓ -17.6%
	Prince Rupert	↓ -27.2%
Coast Total		↓ -25.1%
East Coast	Montreal	↓ -18.5%
	NYNJ	↓ -24.5%
	Virginia	↓ -18.2%
	Charleston	↓ -18.7%
	Savannah	↓ -20.4%
	Jacksonville	↗ 0.5%
	Port Everglades	↓ -18.5%
	Miami	↘ -7.4%
Coast Total		↓ -20.3%
Gulf	Houston	↘ -7.0%
GPT Total		↓ -21.9%

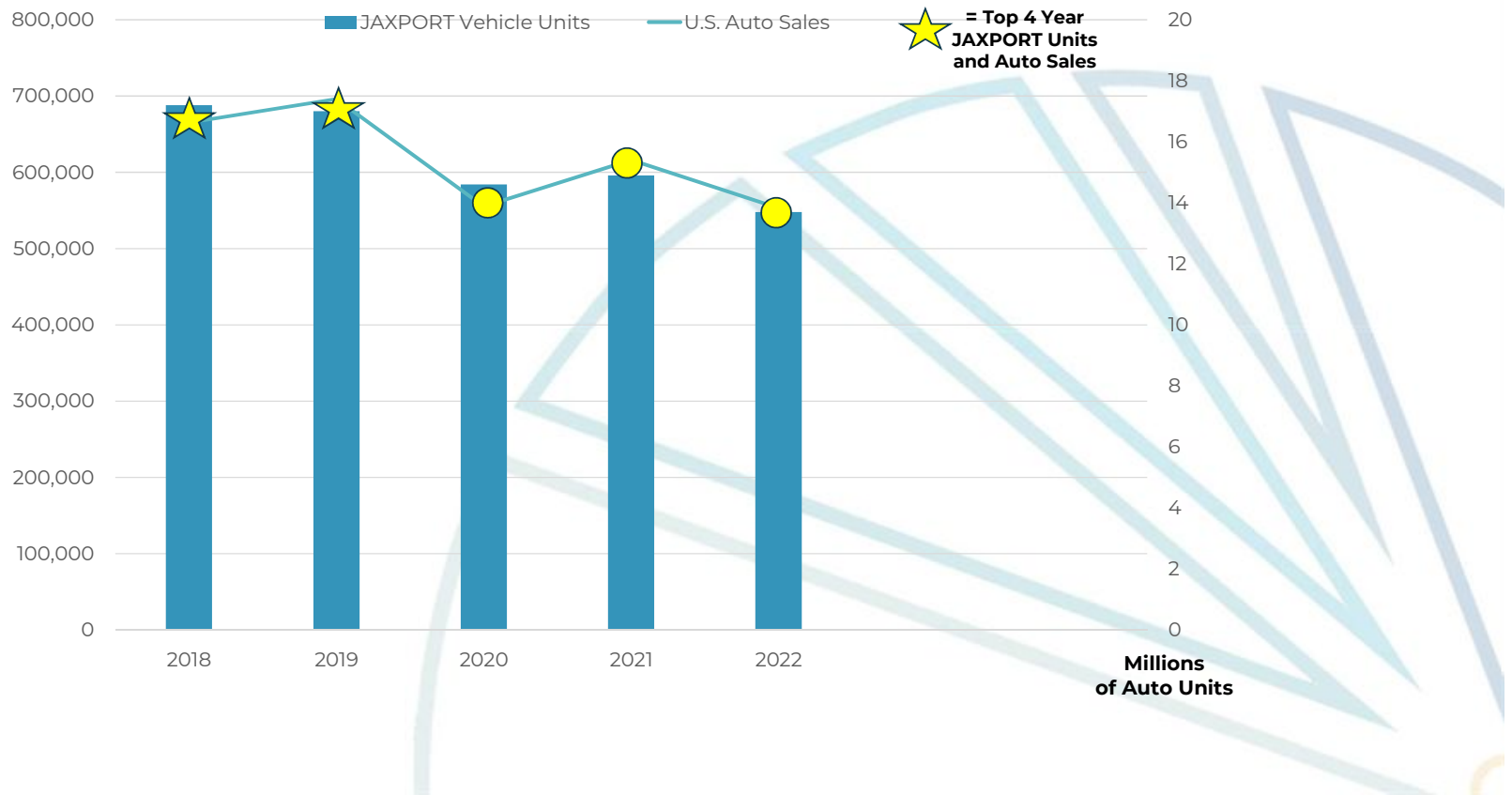
WHY JAX AN OUTLIER?

- Trade Lane Diversification
- New Carrier Services
- New Shippers

Source: Hackett Associates, Global Port Tracker North America, August 2023

VEHICLE VOLUMES

JAXPORT Vehicle Units vs. U.S. Auto Sales





NEW BUSINESS EXAMPLES

NEW BUSINESS	CARGO TYPE	COMMODITY	PROJECTED NEW VOLUME
PROJECT SWEETPEA	Containers	Food sweeteners	1,000 TEUs annually
PROJECT ROLLER	Containers	Paper rolls	1,000 TEUs annually
PROJECT CLASS	Containers	Laminate/vinyl flooring	800 TEUs annually
PROJECT CART	Containers	B2B equipment	250 TEUs annually



COMMERCIAL

HIGHLIGHTS

August 2023



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

AWARDS COMMITTEE ZOOM MEETING MINUTES
August 23, 2023

Awards Committee Attending

Ms. Beth McCague - Interim Chair
Ms. Chelsea Kavanagh
Mr. Robert Peek
Ms. Retta Rogers
Ms. Sandra Platt, Recording Secretary

Other Attendees

James Bennett
Jose Vazquez
Kelsey Cox
Michael Johnson
Brandon Braziel
Ellen Carmosino
Brian Simmons
Christopher Good
Mike McClung
Joey Greive
James "Tripper" Jones

Beth McCague called the meeting to order at 3:00 PM

Item No. 1

AC2023-08-01

SSA Jacksonville Container Terminal Phase 8
JPA Project No.: B2021.01
Baker Constructors
\$16,246,000
JPA Contract No.: C-1772A

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

Item No. 2

AC2023-08-02

Install Railroad Crossing Gate at BIMT
JPA Project No.: B2021.10
Railroad Signals & Communications, LLC
\$444,894
JPA Contract No.: C-1791R

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

Item No. 3

AC2023-08-03

Cruise Terminal Canopy Upgrades
JPA Project No.: D2022.06
ACON Construction Co., Inc.
\$715,863
JPA Contract No.: MC-1854BR

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

Item No. 4

AC2023-08-04

Engineering and Bid Support Services for the Purchase of STS Cranes
JPA Project No.: G2023.09
Taylor Engineering
\$112,501
JPA Contract No.: AE-1915

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

Item No. 5

AC2023-08-05

Purchase of John Deere Equipment for BIMT
JPA Project G/L No.: 003.2044.177-K
Deere & Company
\$41,301
JPA Contract No.: EQ-1889F

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

The meeting was adjourned at 3:23 PM.

(Items 1 & 3 Requires Board Approval)



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

CAPITAL PURCHASE ORDER

VENDOR: Conductix Wampfler #10787 **CONTRACT NO:** EQ-1818C
ADDRESS: 10102 F Street **REQUESTING DEPT:** Engineering/Equipment
Omaha, NE 68127 **JAXPORT TELEPHONE:** (904)357-3323
Dustin Culton, Engineered Product Specialist **JAXPORT CONTACT:** Brandon Blanton
TELEPHONE/FAX: (402)339-9300 **G/L ACCT. #:** 003.2044.178

DESCRIPTION		
Purchase of one (1) I-Beam Festoon System and one (1) 4x25mm ² Cable. Deliver to: JAXPORT, Willie Douglas/Brandon Blanton, 5945 William Mills Street, Jacksonville, FL 32226. (See Conductix Wampfler detailed Quotation 1285484 (Ver.1) dated 06/06/2023).		
ITEM NO.	DESCRIPTION	TOTAL PRICE
1	I-Beam Festoon System	\$ 261,728.42
2	4x25mm ² Cable Only	\$ 17,879.40
3	Estimated Freight	\$ 4,500.00
TOTAL NOT TO EXCEED		\$ 284,107.82
JAXPORT General Terms and Conditions supersedes any Terms and Conditions referenced by the Supplier		
COO APPROVAL: <u>James G. Bennett, PE</u> <small>James G. Bennett, PE (Jun 27, 2023 15:51 EDT)</small>		AUTHORIZED COST: \$ 284,107.82

REQUESTED BY: brandon blanton
brandon blanton (Jun 27, 2023 10:12 EDT)

ENGINEERING APPROVAL: Kelsey Cox
Kelsey Cox (Jun 27, 2023 10:19 EDT)

PROCUREMENT APPROVAL: Beth McCague
Beth McCague (Jun 28, 2023 07:55 EDT)

CHIEF EXECUTIVE OFFICER: Eric B. Green
Eric B. Green (Jun 28, 2023 07:58 EDT)

TERMS AND CONDITIONS

ASSIGNMENT: This order shall not be assigned, or performance hereunder delegated, without written consent of Buyer.

ACCEPTANCE: This Purchase Order constitutes Buyer's offer to Seller and commencement of performance pursuant to this order shall constitute acceptance by Seller. Conditions stated by Seller in acknowledging receipt of this order shall not affect Buyer's offer as represented by this order, and shall not be binding on Purchase if in conflict with, or in addition to, any of the provisions of this order (including but not limited to delivery schedule, price, quantity, specifications, and terms and conditions) unless expressly agreed to in writing by Buyer.

FUNDING: Terms of contract is contingent upon availability of funds.

IDENTIFICATION: Seller will insure that packing slips are included in all shipments and that Buyer's purchase order number appears on all packages, slips, invoices and correspondence.

INDEMINIFICATION: In consideration of the Jacksonville Port Authority's purchase of the goods and/or services as noted on the front of this Purchase Order the Vendor shall hold harmless, indemnify, and defend the Jacksonville Port Authority against any claim, action, loss, damage, injury, liability and expense of whatsoever kind or nature arising out of or injury to persons, including death, or damage to property, arising out of or incidental to the negligent acts or omissions of the Vendor in performance of this contract or work performed thereunder.

INSPECTION: Notwithstanding any prior inspections or payments, all goods are subject to Buyer's final inspection and acceptance at the destination which shall be conclusive except as to latent defects, fraud, mistakes, and Seller's warrant obligations. Buyer may reject and return defective or nonconforming goods at Seller's expense for credit, refund and/or replacement, at Buyer's option. Seller shall pay Buyer's cost of inspecting, handling, removing and/or revoking nonconforming goods.

LAWS AND REGULATION: Seller shall observe and comply with all applicable federal, state and local laws and regulations in performance of this contract. This contract shall be construed and interpreted in accordance with the laws of the State of Florida and all questions of performance hereunder shall be determined in accordance with such laws.

MODIFICATION: This Purchase Order contract constitutes the entire agreement between Buyer and Seller, and no modification hereof shall be effective unless agreed to in writing by authorized representatives of Buyer and Seller. Wherever the word "contract" is used, it shall mean this contract, together with any and all modifications.

PAYMENT: Payment will only be made to the vendor specified on this Purchase Order. Invoices must be issued by the same vendor specified on this Purchase Order.

PURCHASE ORDER: The Jacksonville Port Authority assumes no responsibility for goods delivered without the authority of a properly executed Purchase Order.

SHIPMENT: Collect shipments will not be accepted.

SUBSTITUTION: Substitution by Seller of materials/services or goods other than those specified in this order will not be permitted except by prior written authority of Buyer.

TIME AND PRICE: Unless an express statement to the contrary appears on the face of this Purchase Order, time is of the essence, and the price stated thereon is a fixed price which shall not be subject to increase in consequence of any increase in Seller's cost or prices which may occur between the date of this Purchase Order and delivery of the material/services thereby, or for any other reason.

WARRANTY: In addition to its standard warranty, Seller warrants that all goods supplied hereunder shall be free and clear of all liens and encumbrances, good and merchantable title thereto being in the Seller. Seller also warrants that good and merchantable title to all goods supplied hereunder shall, upon receipt by Seller of payment for such goods from Buyer, be vested in Buyer. Goods shall be free from any defects in design, material or workmanship and of good and merchantable quality. Goods shall conform to Buyer's specifications or the sample approved by Buyer, as the case may be, or be fit for the known purposes for which purchased hereunder; and, comply and have been produced, processed, delivered and sold in conformity with all applicable federal, state or other laws, administrative regulations and orders. The foregoing warranties shall survive inspection, delivery and payment.

Conductix USA
10102 F St
Omaha NE 68127
USA



Tel. 1-402-339-9300
Fax 402-339-9627
www.conductix.com
e-mail: info.us@conductix.com

Quotation:	1285484 (Ver. 1)	Quote Date:	06-Jun-23
Subject:	ZPMC I-beam Festoon System	Quote Valid Until:	20-Jul-23
ATTN:	Brandon Blanton Brandon.blanton@jaxport.com Phone: 904-357-3000 Fax: 904-357-3219	Quoted By:	Dustin Culton Engineered Product Specialist Phone: 402-339-9300 Fax: 402-339-9627 dustin.culton@conductix.com
Jacksonville Port Authority CREDIT EXCEEDED, REVIEW OF TERMS REQUIRED		District Sales Manager:	Jerry Koetting jerry.koetting@conductix.com Phone: 770-330-4608 Fax:
Your Customer #: 0000128466 2831 Talleyrand Ave Jacksonville, FL 32206-3417 Phone: 904-357-3000 Fax: 904-357-3007		Market Dev Mgr:	Ariel Cabrera ariel.cabrera@conductix.com Phone: 402-669-5871
CC:	dustin.culton@conductix.com		

Brandon,

We are pleased to provide you with the following quote. Please inform me immediately of any other application requirements or questions you may have related to the form, fit, and function of the item(s) below. I'll be happy to assist you.

***Approx. lead time is 20 weeks, ARO and receipt of signed approval drawing.**

Incoterms 2020: Ex-Works Conductix-Wampfler Omaha, NE

Shipping Not Included

The cable pricing in this quotation is calculated using a copper base per COMEX and is subject to copper escalation. Actual copper escalation will be calculated using COMEX base in effect at time of order. Cable supplied to Conductix-Wampfler in bulk form and is subject to manufacturing tolerances of 0% to +5%.

We offer **Service, Commissioning, and Installation:** www.conductix.us/en/services

Summary:	Quantity	Net Extended
I-beam Festoon System	1	261,728.42
4x25mm ² Cable Only	1	17,879.40
Quote Total Net Extended:		\$ 279,607.82

I-beam Festoon System

General Technical Data:

Operation site Sea Port Tropics
Crane type Gantry Crane STS
min. Environment temperature -18,0 °C
max. Environment temperature 45,0 °C
max. Humidity 100 %
Travel speed v 240,00 m/min
Acceleration 0,80 m/sec²
Duty cycle 16 h
Towing unit Clamp

Catenary trolley yes

Festoon Data:

Festoon I-beam 20a
 Travel length s 117,94 m
 I-beam extension c E 0,30 m
 I-beam extension c M 0,30 m
 Storage g 12,71 m
 Tolerance e 0,50 m
 Storage + Tolerance + CE g+e+c E 13,51 m
 Total length of festoon I-beam 131,75 m
 Number of Loops n 20
 Distance UL I-beam to top of support h a 0,34 m
 Loop depth from top of support h 3,87 m

Loop depth total h tot 4,21 m

Cable Data:

Add. cable length factor f 1,25
 System cable length L Syst 163,94 m
 Installation length (at fixed end) L instE 12,00 m
 Installation length (at towing end) L instM 13,00 m
 Total order length L order 189,00 m
 Cable package weight 16,17 kg/m

Max. Main roller load 258,40 kg

Dimensions Cable Trolley Technique:

Length of cable trolley I W 600 mm
 Length of end clamp I E 593 mm
 Length of towing unit I K 443 mm
 Length of catenary trolley I SW 870 mm
 Trolley width b E 632 mm
 Support diameter d a 360 mm
 Dimension for towing rope calculation k 390 mm
 Shackle length 42 mm

Item	Qty	UOM
036623-88-855-5020 CABLE TROLLEY PROGRAM 0366 Ø360x250 HMG - HTR-Ø125-PU / HFR-Ø80-PU / GDR-Ø63-St	18	EA
036643-88 TOWING CLAMP PROGRAM 0366 Ø360x250	1	EA
036653-88-855-5020 CATENARY TROLLEY PROGRAM 0366 Ø360x250 HMG - HTR-Ø125-PU / HFR-Ø80-PU / GDR-Ø63-St	1	EA
036613-88 END CLAMP PROGRAM 0366 Ø360x250	1	EA
031963# TENSION RELIEF ROPE Ø8/10	20	EA
With the following configuration CATALOGUE NO.: 031963#-7.20 Length [m]: 7.20 M WEIGHT 2.140 KG		
031977-2# DAMPING DEVICE 4XØ20	10	EA
With the following configuration CATALOGUE NO.: 031977-2#-4.70 Length [m]: 4.70 M WEIGHT 9.220 KG		

031976-2#		10 EA
DAMPING DEVICE 2X Ø20		
	With the following configuration	
	CATALOGUE NO.: 031976-2#-4.70	
	Length [m]: 4.70 M	
	WEIGHT 6.090 KG	
031941-036X350/400		40 EA
CABLE CLAMP RD V2A		
031947-36		120 EA
DISTANCE PIECE 36		
031899-065X020/514		42 EA
ADDITIONAL CLAMPING PIECE 65		
TBD		189 M
TXG NGRDGÖU 4G25		
• 1 @ 189M		
TBD		378 M
TXG NGRDGÖU 24G2,5		
• 2 @ 189M		
TBD		189 M
TXG-D LWL 18G62,5-125		
• 1 @ 189M		
TBD		378 M
TXG-D NGRDCGÖU 6X(2X1)C		
• 2 @ 189M		
TBD		189 M
TXG NGRDCGÖU 4G10C		
• 1 @ 189M		
TBD		756 M
TXG NGRDCGÖU 3X35+3G6C		
• 4 @ 189M		
TBD		1 EA
PRE-ASSEMBLY OF QUOTED FESTOON COMPONENTS		

I-beam Festoon System Subtotal: \$ 261,728.42

4x25mm² Cable Only

Item	Qty UOM
TBD	378 M
TXG NGRDGÖU 4G25	
• 2 @ 189M	

4x25mm² Cable Only Subtotal: \$ 17,879.40

Total Price: \$ 279,607.82

Thank you for the opportunity to quote your requirements.

If you have any questions, please do not hesitate to call. If you would like to place an order, please email that to customerservice@conductix.com

Dustin Culton
Engineered Product Specialist

Like us on Facebook at "Conductix-Wampfler Americas".

Quotes are F.O.B. Omaha, NE, Harlan, IA - freight is **Prepay & Add or Collect**. International Shipments are **FCA** (Free Carrier) Conductix-Wampfler Harlan, IA or Conductix-Wampfler Omaha, NE.

Conductix-Wampfler USA. is required by state law to collect sales/use tax in CA, CT, FL, GA, IL, IA, IN, KS, KY, NE, NY, OH, SC, TX, WA, and WI. Please consult a tax professional in your state for guidance. Conductix-Wampfler does not provide tax or legal advice.

- Please note copper surcharges may be applied to your order and are subject to change without notice.
- \$100 NET minimum order requirement unless order is placed online through your Partners account, which will have a \$75 NET minimum order requirement, at partners.conductix.us (Don't have one? Ask us how!)
- ****All lead times are stated in business days and are approximate following return of signed approval drawings from customer (if required), and may vary according to production schedules at the time the order is accepted.**
 - If required, creation or modification of **approval drawings can take up to 5 business days**, and even longer for very complex systems.
- New account setup and credit checks may delay production start of orders for first-time customers
- Delivery from stock subject to prior sales.
- Pricing assumes standard bulk packaging of all items on order. Special packaging requests (e.g., as separate systems, non-standard wood crating for conductor bar, etc.) will require additional packaging fees at time of order.
- Credit Terms listed are subject to account Credit Limit, and may be reviewed and revised at time of order.
- P.O.'s must be received by 11:00 AM Central time for same day, expedited shipments on stock items. In some cases, it may be possible to expedite same-day shipment of stock items for P.O.'s received after 11:00 AM Central time. However, additional charges will apply.
- **A faxed or emailed confirmation of the purchase order is required. Fax orders to (402) 339-9627 or (800) 780-8329. Email orders to customerservice@conductix.com**
- Prices on quotes will be honored up to the "Quote Valid Until" date listed on the quote. However, Conductix-Wampfler may at any time and without prior notice update prices to reflect market and supply chain conditions.
- A handling fee of \$10.00 applies to all shipments. For international shipments an export fee of \$24.00 will be applied (does not apply to collect shipments)
- **Domestic Orders:** A daily storage fee, the greater of 0.2% of the value or \$100/day, will be assessed to customer arranged pick-up orders not removed from our facilities starting on the 6th business day from the effective pick-up notification date.
- **International Orders:** A daily storage fee, the greater of 0.2% of the value or \$100/day, will be assessed to customer arranged pick-up orders not removed from our facilities starting on the 11th business day from the effective pick-up notification date.
- **All requests for Returns must be submitted to: customerservice@conductix.com. Not all products will be deemed returnable. IF product is deemed returnable, the product is subject to a 40% restock fee.**
- A \$50 Change Order Fee may be required if changes are made to an order after initial processing.
- Did you know that you can check parts price and availability, check order status, place orders, and build systems using our online Partners site? Head on over to partners.conductix.us/index.cfm to check that out! If you have never used this before give us a call at 800-521-4888 and we would be more than happy to sign you up and walk you through it.

TERMS AND CONDITIONS:

The following are selected terms and conditions of sale by Conductix, Inc., dba Conductix-Wampfler ("Seller") and the recipient of this quotation ("Buyer"). For a complete set of the terms and conditions, please contact the Home Office.

1. TERMS OF SALE CONTROL:

The terms and conditions of Seller are the sole terms and conditions governing any purchase and sale contract entered into pursuant to this quotation. All terms proposed by Buyer, whether or not covered by or conflicting with the terms hereof, are not accepted by Seller.

2. PRICES:

All prices herein set forth are FOB Seller's shipping point. All prices are exclusive of any present or future federal, state or local sales, use, excise, manufacturing processing or importation tax or any other tax, duty or charge that is or may be imposed on the goods or services sold hereunder. Any such taxes or charges will be added to the invoices as separate items, unless appropriate exemption certifications acceptable by the tax authorities concerned are furnished to Seller. If exemption certificate is not furnished to Seller prior to invoice date, such taxes or charges shall be paid to Seller as though Buyer were not entitled to exemption.

3. TERMS OF PAYMENT:

Payment shall be made to Seller in lawful money of the United States of America at Seller's address set forth on the face hereof. Except in cases where progress or advance payments are set forth on the face hereof, or for quotes greater than \$10,000 USD which are subject to review by Seller's Credit Department, the payment shall be due Net 30 Days from date of invoice which date shall be date of shipment or date of offer to ship the whole or any part of the order for customers with satisfactory credit. Seller may, however, if it reasonably believes is necessary to insure prompt payment make shipment by COD or sight draft attached to bill of lading. A service charge of 1.5% per month (effective annual interest rate 18%) will be invoiced on all past due accounts.

4. WARRANTY:

Seller agrees to repair or exchange the goods sold hereunder necessitated by reason of defective workmanship and material discovered and reported to Seller within one year after shipment of such goods to Buyer. Except where the nature of the defect is such that it is appropriate, in Seller's judgment, to effect repairs on site, Seller's obligation hereunder to remedy defects shall be limited to repairing or replacing (at Seller's option) FOB point of original shipment by Seller, any part returned to Seller at the risk and cost of Buyer. Defective parts replaced by Seller shall become the property of Seller. Seller shall only be obligated to make such repair or replacement if the goods have been used by Buyer only in service recommended by Seller and altered only as authorized by Seller. Seller is not responsible for defects which arise from improper installation, neglect, or improper use or from normal wear and tear.

Additionally, Seller's obligation shall be limited by the manufacturer's warranty (and is not further warranted by Seller) for all parts procured from others according to published data, specifications or performance information not designed by or for Seller. Seller further agrees to replace or at Seller's option to provide a refund of the sales price of any goods that do not conform to applicable specifications or which differ from that agreed to be supplied which non-conformity is discovered and forthwith reported to Seller within thirty (30) days after shipment to the Buyer. Seller's obligation to replace or refund the purchase price for non-conforming goods shall arise once Buyer returns such goods FOB point of original shipment by Seller at the risk and cost of Buyer. Goods replaced by Seller shall become the property of Seller. There is no guarantee or warranty as to anything made or sold by Seller, or any services performed, except as to title and freedom from encumbrances and, except as herein expressly stated and particularly, and without limiting the foregoing, there is no guarantee or warranty, express or implied, of merchantability or of fitness for any particular purpose or against claim of infringement or the like. Seller makes no warranty (and assumes no liability) as to function of equipment or operation of systems built to Buyer's design or of the ability of any goods to interface, operate or function with any portions of Buyer's system not provided by Seller.

5. RETURNS & REPAIR:

All merchandise returned for repair, replacement or credit must have prior written authorization in the form of a Return Material Authorization (RMA) number from the Sales Dept. at the Home Office in

Omaha, NE. RMA numbers are valid for a period of 45 days and all goods to be returned must be shipped in this time frame. All goods returned are to be shipped freight prepaid. RMA number must be clearly written on the outside packaging and referenced on all paperwork. We reserve the right to refuse any goods returned to the factory without an authorized RMA number as specified above. An inspection and restocking fee will be made on all authorized credit returns. Any goods that remains unclaimed or unacknowledged by Buyer after 45 days of being informed of repair status become property of Seller.

6. CANCELLATION:

In the event of the Buyer canceling an order, the Seller will charge a cancelation fee based on material and labor costs that have already been incurred.

7. LIMITATIONS OF LIABILITY:

Seller's liability on any claim, whether in contract, tort (including negligence), or otherwise, for any loss or damage arising out of, connected with, or resulting from the manufacture, sale, delivery, resale, repair, replacement or use of any products or services shall in no case exceed the price paid for the product or services or any part thereof which give rise to the claim. In no event shall Seller be liable for consequential, special, incidental or other damages, nor shall Seller be liable in respect of

personal injury or damage to property not the subject matter hereof unless attributable to gross misconduct of Seller, which shall mean an act or omission by Seller demonstrating reckless disregard of the foreseeable consequences thereof. Seller is not responsible for incorrect choice of models or where products are used in excess of their rated and recommended capacities and design functions or under abnormal conditions. Seller assumes no liability for loss of time, damage or injuries to property or persons resulting from the use of Seller's products. Buyer shall hold Seller harmless from all liability, claims, suits and expenses in connection with loss or damage resulting from operation of products or utilization of services, respectively, of Seller and shall defend any suit or action which might arise there from in Buyer's name - provided that Seller shall have the right to elect to defend any such suit or action for the account of Buyer. The foregoing shall be the exclusive remedies of the Buyer and all persons and entitles claiming through the Buyer.

Regarding California Proposition 65, Conductix-Wampfler products are sold for industrial and/or professional use only.