Board of Directors Meeting

Start time is 8:45AM or immediately following the Audit Committee meeting

September 28, 2023 08:45 AM

Agenda Topic	Presenter
Agenda	
I. Pledge of Allegiance/Moment of Silence	Soo Gilvarry
II. Approval of Minutes Board of Directors Meeting - August 28, 2023	Chair Palmer Clarkson
III. Public Comments	
IV. Presentation Milestone - Adam Conner, Asst. Manager, Equipment - 10 years	James Bennett
V. Chairman's Update Audit Committee Update - Vice Chair Daniel Bean Proposed Slate of Board Officers	Chair Palmer Clarkson
VI. New Business	
BD2023-09-01 - Office of Local Defense Community Cooperation (OLDCC) Grant Agreement Under the FY23 Defense Community Infrastructure Pilot Program (DCIP) Fire Station 48	Justin Ryan
AC2023-09-01 - Terminal Development for SET CM at Risk - Structural Steel & Concrete JE Dunn Construction	James Bennett
AC2023-09-25-01 - BIMT Wharf Rehabilitation Phase II Manson Construction Company	James Bennett
VII. CEO Update	Eric Green
VIII. Reports	
R2023-09-01 Engineering and Construction Update	James Bennett
R2023-09-02 Financial Highlights by Joey Greive	Info Only
R2023-09-03 Financials/Vital Statistics	Mike McClung

R2023-09-04 Commercial Highlights by Robert Peek — Info Only

IX. 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 October/November 2023.

Approval of CEO Travel by Incoming Chairman

X. Miscellaneous

A. Awards Committee Meeting Minutes - September 18, 2023; September 25, 2023
B. Emergency Purchases - None
C. Unbudgeted Transactions - None

XI. Adjourn — Chair Palmer Clarkson

The next Board of Directors meeting is scheduled for Monday, October 23, 2023 @9AM.

Minutes for Board of Directors Meeting

08/28/2023 | 09:01 AM - 09:54 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 – via Zoom
Mr. Ed Fleming, Member
Mr. Jamie Shelton, Member
Ms. Soo Gilvarry, Member

Other Attendees:

Mr. Eric Green, Chief Executive Officer
Ms. Beth McCague, Chief of Staff
Mr. Joey Greive, Chief Financial Officer
Ms. Linda Williams, Chief Administrative Officer
Mr. Nick Primrose, Chief, Regulatory Compliance
Mr. James Bennett, Chief Operating Officer
Mr. Robert Peek, Chief Commercial 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, August 28, 2023 at the Port Central Office Building, 2831 Talleyrand Avenue, Jacksonville, Florida. Chairman Clarkson called the meeting to order at 9:01AM and led the audience in the Pledge of Allegiance a moment of silence honoring former Board Member Ceree Harden who passed away on August 14th.

Chairman Clarkson recognized and welcomed Chris Miller as JAXPORT's new City Council Liaison. He also stated for the record that Board Treasurer/Secretary, Wendy Hamilton was attending today's meeting via Zoom.

Approval of Minutes

Chairman Clarkson called for approval of the June 26, 2023 Board of Directors Meeting Minutes and the August 7, 2023 Board of Directors Workshop Meeting Minutes. After a motion by Mr. Bean and a second by Mr. Fleming, the Board unanimously approved the minutes as submitted.

Public Comments

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

Presentation

Crane Appropriation Check Presentation by Duval Legislative Delegation

Chairman Clarkson welcomed members of the Duval Legislative Delegation who presented JAXPORT with a $30 million dollar check that will be used to purchase two new container cranes for the port's Blount Island Marine Terminal.

New Business

BD2023-08-01 Public Transportation Grant Agreement JAXPORT Crane Replacement

Mr. Justin Ryan presented this submission for approval of the Public Transportation Grant Agreement for the design, purchase, delivery, and commissioning of new ship-to-shore cranes which will be located at Blount Island Marine Terminal and the Talleyrand Marine Terminal.

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

AC2023-07-01 Terminal Development for SET CM at Risk – Early Procurement of HVAC and Electrical Equipment

Mr. James Bennett presented this submission for Board ratification of a 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. Since there was no board meeting held in July, the CEO provisionally approved this contract after consultation with the Board Chairman.

After a motion by Mr. Bean and a second by Mr. Shelton, the Board voted to ratify this action by the CEO.

AC2023-08-01 SSA Jacksonville Container Terminal - Phase 8 Baker Constructors, Inc.

Mr. James Bennett presented this submission for Board approval of the issuance of a contract to Baker Constructors, Inc. for SSA Jacksonville Container Terminal Phase 8 in the amount of $16,246,000 for asphalt pavement upgrades.

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

AC2023-08-03 Cruise Terminal Canopy Upgrades ACON Construction Co., Inc.

Mr. James Bennett presented this submission for Board approval of the issuance of a contract to ACON Construction Co., Inc. for cruise terminal canopy upgrades in the amount of $715,863.00.

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

CEO Update

CEO Eric Green began his update by introducing two new additions to the team: Joey Greive as the new Chief Financial Officer (CFO) and Brian Simmons as the new Director of Procurement. Additionally, he confirmed that Beth McCague will continue on in her role as Chief of Staff.

Mr. Green informed the Board that JAXPORT is currently monitoring the upcoming storm. At 6:00PM yesterday, the US Coast Guard placed the port under "Condition Whiskey." JAXPORT is maintaining close coordination with its valued partners, including the Coast Guard, CBP, State of Florida, National Weather Service, and the City of Jacksonville, to ensure preparedness and response measures are in place.

Mr. Green stated that the Department of Defense has awarded JAXPORT a $6 million dollar grant to construct a replacement fire station at Blount Island. The City has committed to matching this grant, resulting in a total budget of $12 million dollars for the new fire station. He stated that his will give us an opportunity to replace an aging building that was constructed in 1978 and utilize the existing space for tenant purposes. Mr. Green thanked Justin and the team for successfully securing this grant on short notice.

Mr. Green stated that he was pleased to announce the arrival of SSA's three new post-Panamax cranes which are currently undergoing commissioning. He stated that these cranes are notably 34 feet taller than the port's current post-Panamax cranes. The first of these cranes is anticipated to be operational by December of this year.

Mr. Green announced that JAXPORT's budget successfully passed the City Council Finance Committee. The budget is scheduled to be presented to the full Council on September 26. He thanked City Council Liaison, Chris Miller, for his invaluable assistance throughout this process.

Mr. Green informed the Board that cruises are currently operating at an average occupancy rate of 130 percent which is a remarkable achievement for JAXPORT. He stated that in the coming six months, JAXPORT will be working closely with Carnival Cruise Line to extend our existing contract which is set to expire in 2025.

Mr. Green reminded the Board that JAXPORT signed a Memorandum of Understanding (MOU) with the island of Puerto Rico last year, and to further strengthen this partnership, the port will be hosting a summit in Washington, DC from September 12th to the 14th. During this event, Mr. Green will be joined by the Executive Director of the Port Authority in Puerto Rico along with representatives from the three major Puerto Rican carriers: TOTE, Crowley, and Trailer Bridge. Together, they will engage in advocacy efforts, both with Congress and the Executive Branch, to emphasize the importance of this partnership.

Mr. Green stated that in the past year, the port successfully completed the construction phase of berths 33 and 34, which coincided with our deepening project; however, there have been some challenges related to this project as it has extended beyond its original timeline by 478 days due to issues with the contractor. To address these issues, the port has initiated a dispute resolution process. This process involves the contractor notifying Mr. James Bennett and his team of change orders. If a resolution cannot be reached at that level, the matter is escalated to the CEO. Mr. Green states that his team collectively disagrees with the change

orders proposed by the contractor. The next stage of this process involves bringing the dispute before the Chairman of the Board and the Board itself.

Mr. Green stated that we have now reached the point in this process where the contractor has expressed their desire to dispute the claims before the Board. Mr. Green stated that he has had prior discussion with Chairman Clarkson and recommends that we allow the contractor the opportunity to present their case before the Board. However, Mr. Green also recommends that the Board be fully prepared for this discussion by holding a meeting for the Board to ensure they are well informed about the issues the contractor will be addressing. He recommended a Shade meeting be scheduled some time before the next Board meeting scheduled for September 28th.

After confirmation from legal, Chairman Clarkson confirmed that the Shade meeting can be held the same day as the dispute resolution. Chairman Clarkson asked for a motion to hold the Shade meeting on Thursday, September 28, 2023 at 9:00AM,or immediately following the 8:00AM Audit Committee meeting scheduled on that day, and move the Board meeting to 10:00AM.

After a motion by Mr. Fleming, and a second by Mr. Bean, the Board voted unanimously to hold a Shade meeting on Thursday, September 28, 2023 at 9:00AM, or immediately following the 8:00AM Audit Committee meeting.

Reports

R2023-08-01 Engineering and Construction Update

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

R2023-08-02 Financial Highlights by Beth McCague

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

R2023-08-03 Financials/Vital Statistics

Ms. Beth McCague provided an overview of the financials and vital statistics.

R2023-08-04 Commercial Highlights

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

Other Business

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

There was one emergency purchase for one (1) I-Beam Festoon System and one (1) 4x25mm2 Cable.

There being no further business of the Board, the meeting adjourned at 9:54AM.

BD2023-09-01

SUBMISSION FOR BOARD APPROVAL

SUBJECT: Office of Local Defense Community Cooperation (OLDCC) Grant Agreement Under the FY23 Defense Community Infrastructure Pilot Program (DCIP) – Fire Station 48

COST: $11,958,120 **BUDGETED:** Yes
$ 5,979,060 OLDCC
$ 5,979,060 COJ

SOURCE OF FUNDS: COJ Contributions

BACKGROUND: In June 2023 JAXPORT applied to the U.S. Department of Defense (DOD), Office of Local Defense Community Cooperation (OLDCC), Defense Community Infrastructure Pilot Program (DCIP) for grant funding to assist with the replacement of Jacksonville Fire and Rescue Department (JFRD) Fire Station 48 located on Blount Island Marine Terminal (BIMT). In August 2023, JAXPORT was provided a Notification of Selected Proposal - Invitation to Submit Grant Application by the OLDCC for an award in the amount of $5,979,060 towards the $11,958,120 project. Since that time, the Award Agreement has been negotiated and approved by OLDCC. The grant funds will be administered by JAXPORT, along with funds provided by the City of Jacksonville. The Project will replace Fire Station 48 (FS48) with a modern fire station facility in a new location outside of Blount Island Marine Terminal's secured area. In addition to JAXPORT's BIMT, FS48 provides emergency services to the Marine Corps Support Facility Blount Island (MCSF-BI), the Naval Supply Systems Command (NAVSUP) Fleet Logistics Center (FLC) Southeast Regional Fuels Depot and the surrounding Jacksonville community.

This project enhances JFRD's ability to respond to all-hazard emergency response calls within their jurisdiction, MCSF-BI, and NAVSUP FLC Southeast Regional Fuels Depot. The proposed project will reduce response times by relocating the facility outside JAXPORT's security gate and minimize potential interruptions to the military installation mission by ensuring rapid response times. Services provided to the installation(s) by JFRD and, through the mutual aid agreements in place, will increase the resiliency of MCSF-BI and NAVSUP FLC Southeast Regional Fuels Depot and enhance their military value and ability to meet evolving mission requirements.

The timeline calls for project completion by September 2026.

BD2023-09-01

SUBMISSION FOR BOARD APPROVAL

STATUS: The Grant Agreement has been negotiated and approved by OLDCC. The non-federal share to be provided by the City of Jacksonville in the form of a funding agreement to be presented to the Board at a later date.

Once approved by JAXPORT's Board of Directors, all other grant pre-construction requirements including execution of a funding agreement from the City of Jacksonville will be completed and JAXPORT's Procurement Office will move forward with procuring design and construction services.

RECOMMENDATION: Management recommends board ratification of the Grant Agreement and approval of the Resolution authorizing acceptance of the Grant funding.

ATTACHMENTS:
Resolution
DOD/OLDCC Grant Agreement

BD2023-09-01

SUBMISSION FOR BOARD APPROVAL

RECOMMENDED FOR APPROVAL:

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

Justin Ryan
Justin Ryan (Sep 19, 2023 10:32 EDT)

Signature and Date

SUBMITTED FOR APPROVAL:

Eric B. Green
Eric B. Green (Sep 19, 2023 11:17 EDT)

Eric Green
Chief Executive Officer

Signature and Date

BOARD APPROVAL:

September 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 GRANT AGREEMENT BETWEEN THE U.S. DEPARTMENT OF DEFENSE, OFFICE OF LOCAL DEFENSE COMMUNITY COOPERATION AND THE JACKSONVILLE PORT AUTHORITY FOR FEDERAL FUNDING OF THE JAXPORT FIRE STATION 48 PROJECT

WHEREAS, the Jacksonville Port Authority (JAXPORT) has been presented a U.S. Department of Defense (DOD), Office of Local Defense Community Cooperation (OLDCC) Defense Community Infrastructure Pilot Program (DCIP) grant in the amount of $5,979,060 to assist with the replacement of Jacksonville Fire and Rescue Department (JFRD) Fire Station 48 located on JAXPORT's Blount Island Marine Terminal (BIMT); and

WHEREAS, OLDCC and JAXPORT have agreed that OLDCC will provide funds of $5,979,060 under Reimbursement Payment Provisions according to the terms and conditions of the Agreement; and

WHEREAS, the City of Jacksonville has agreed to fund up to $6,000,000 in matching non-federal funds for the Fire Station 48 Replacement Project.

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the Jacksonville Port Authority:

Section 1: JAXPORT confirms its desire to enter into the Grant Agreement with OLDCC.

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 OLDCC Grant Agreement, City of Jacksonville Agreements and any Supplemental Grant Agreement(s) for the purpose of scope changes, funding adjustments, contract duration changes, additional financial project numbers as well as execute Assurances, Certifications and all other documents as may be required to support this project.

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

APPROVED AND ADOPTED THIS 28th DAY OF SEPTEMBER 2023.

(Official Seal) JACKSONVLLE PORT AUTHORITY

ATTEST:

_____
J. Palmer Clarkson, Chairman

_____
Wendy O. Hamilton, Treasurer/Secretary

Office of Local Defense Community Cooperation

Department of Defense

Notice Of Award

1.FEDERAL AWARDING AGENCY	2.INSTRUMENT TYPE:
U.S. DEPARTMENT OF DEFENSE OFFICE OF ECONOMIC ADJUSTMENT 2231 CRYSTAL DRIVE, SUITE 520 ARLINGTON, VA 22202	Grant Agreement
	3.AWARD TYPE
	Construction

4.TYPE OF ACTION:	5.FEDERAL AWARD DATE:
New Award	2023-09-21
6.AWARDED TO:	**7.PRINCIPAL INVESTIGATOR**
Jacksonville Port Authority 2831 Talleyrand Ave Jacksonville FL 32206-3417	Justin Ryan Manager, FTZ & Grant Administration 2831 Talleyrand Ave justin.ryan@jaxport.com
8.UNIQUE ENTITY IDENTIFIER:	**9.OLDCC AWARD NUMBER:**
WFPRH5GHJLF8	CIP2090-23-01
10.FEDERAL AWARD IDENTIFICATION NUMBER:	**11.PROGRAM TYPE:**
HQ00052310057	Community Investment
12.AMENDMENT NUMBER:	**13.REGULATORY AUTHORITY:**
	2 CFR 200
14.PERIOD OF PERFORMANCE:	**15.STATUTORY AUTHORITY:**
09/01/2023 - 09/30/2026	10 U.S.C.2391(d) and Consolidated Appropriations Act for Fiscal Year 2023 (Public Law 117-328)
	16.ASSISTANCE LISTING NUMBER AND TITLE:
	12.600 Community Investment
17.TITLE AND DESCRIPTION:	

Blount Island Fire Station 48 Replacement

18.BUDGET SUMMARY			
	FEDERAL	NON-FEDERAL	TOTAL APPROVED BUDGET
PREVIOUSLY OBLIGATED	$0	$0	$0
OBLIGATED BY THIS ACTION	$5,979,060	$5,979,060	$11,958,120
INDIRECT COST RATE IS: 0	$0	$0	$0
TOTAL OBLIGATED ON AWARD	$5,979,060	$5,979,060	$11,958,120
GRANT TOTAL	**$5,979,060**	**$5,979,060**	**$11,958,120**

19.FEDERAL AGENCY POINTS-OF-CONTACT	
GRANTS MANAGEMENT SPECIALIST:	PROJECT MANAGER:
Catherine Summers catherine.l.summers2.civ@mail.mil (703) 692-2174	Bill Van Houten william.j.vanhouten.civ@mail.mil (703) 697-2096

20.TERMS AND CONDITIONS

The following terms and conditions are incorporated herein by reference with the same force and effect as if they were given in full text. Upon request the Federal awarding agency will make the full text available, or they can be found as described below.

The following documents may be found at:
https://oldcc.gov/grant-terms-and-conditions.

National Policy Requirements
General OEA Terms and Conditions
Program-Specific Terms and Conditions

Special Conditions

1. This grant period is from September 01, 2023, through September 30, 2026. Eligible costs incurred between September 01, 2023, and the date of this agreement are allowable and reimbursable.

2. The Grantee shall not start any project activity without Grantor's prior approval of the availability of the non-Federal share necessary for the completion of this project.

3. Grantee shall ensure requests for disbursements under this award are in proportion to the Federal and non-Federal portions of the total approved budget for the project. For example, for every $1 in eligible costs on a project with a 50% Federal contribution, requests for disbursements should ensure Federal funds do not exceed 50% of the expenditures for the project at any point over the term of the award.

4. In the event the final project cost is less than the approved budget for this award, the Grantee and Grantor will recover those savings in proportion to their share of the approved project.

5. In the event the final project cost exceeds the approved budget for this award, the Grantee is responsible to provide any additional funding needed to complete the project.

6. Project Development Schedule:

Construction Start Date: September 01, 2024
Construction End Date: June 30, 2026

Failure to meet this Project Development Schedule is considered a violation of the Grant Agreement and may result in action by the Grantor to suspend and/or terminate the grant. The Project Development Schedule may only be revised through prior approval by the Grantor.

7. The Grantee shall not proceed with construction or demolition nor undertake any other ground-disturbing planning or project activities without Grantor's prior approval that the requirements of the National Environmental Policy Act and other Federal environmental requirements have been met. This approval is contingent upon Grantee's submission of environmental analyses sufficient to sustain and document the Grantor's requirements under the National Environmental Policy Act, to include all applicable conditions, avoidance measures, and mitigation measures when required. This restriction does not apply to project design, development of environmental information or studies that include no ground disturbing work, administrative activities, securing permits, or other activities that present no risk of irreparable injury to the environment.

8. Prior to the start of construction, the Grantee shall provide for the Grantor's prior approval adequate access and site control for a term of not less than the beneficial life of the improvements being made with Federal funds.

9. The Grantee shall not proceed with construction nor undertake any other ground-disturbing project activities without Grantor's prior approval of a performance or surety bond sufficient for the completion of the project.

10. Real property, equipment, and intangible property that are acquired or improved through the use of Grantor funding must be held in trust by the Grantee as trustee for the beneficiaries of the project or program under which the property was acquired or improved. With respect to real property, the trust shall remain in effect for the entire Federal Interest Period specified in the grant Program Specific Terms & Conditions. The Grantee must work with the Grantor to establish sufficient Federal Interest, as by the nature of the real property, equipment, and/or intangible property that are acquired or improved through the use of Grantor funding.

21.AWARD PERFORMANCE GOALS

REPORTING TYPE	FREQUENCY	DUE DATE
Performance Report	Quarterly	2023-12-31
Performance Report	Quarterly	2024-03-31
Performance Report	Quarterly	2024-06-30
Performance Report	Quarterly	2024-09-30
Federal Financial Report		2024-09-30
Performance Report	Quarterly	2024-12-31
Performance Report	Quarterly	2025-03-31
Performance Report	Quarterly	2025-06-30
Performance Report	Quarterly	2025-09-30
Federal Financial Report		2025-09-30
Performance Report	Quarterly	2025-12-31
Performance Report	Quarterly	2026-03-31
Performance Report	Quarterly	2026-06-30
Performance Report	Quarterly	2026-09-30
Federal Financial Report		2026-09-30
Federal Financial Report		2027-01-31
Final Performance Report		2027-01-31

22.AFFIRMATION OF AWARD

By signing this agreement, the Authorized Representative assures that the recipient will carry out the project/program described in its application and will comply with the terms and conditions and other requirements of this award.

FOR THE RECIPIENT	FOR THE UNITED STATES OF AMERICA
DocuSigned by: Beth McCague 869ECB7F252E440...	Patrick J. O'Brien
9/25/2023	

Name: Beth McCague Title: Chief of Staff	Date AO Signed	Patrick O'Brien Award Official	Date Signed 2023-09-21

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

AC-2023-09-01		09/18/2023
Reference No.	File	Date

SUBJECT: Terminal Development for SET - CM at Risk – Structural Steel and Concrete
JPA Project No.: B2022.11 JPA Contract No.: AE-1830 CO#4
JE Dunn Construction Company

COST: $18,216,036.00 ☒ **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 Wednesday, August 2, 2023, JE Dunn Construction Company, Construction Manager at Risk (CMAR) for the AE-1830 Terminal Development for SE Toyota Project, solicited bids from qualified and licensed contractors for two separate bids packages; Bid Package 03A–Concrete and Bid Package 05A – Structural Steel. On Thursday, August 10, 2023, a non-mandatory pre-bid conference was held virtually via a "Microsoft Teams" meeting. On Wednesday, September 6, 2023, JE Dunn Construction received bids for both bid packages.

After review of the conforming bids, it is the recommendation of JE Dunn Construction Company, Southeast Toyota and JAXPORT's Engineering Department to award a contract to Danko Concrete Construction for the 03A–Concrete scope of work and GMF Steel Group for the 05A – Structural Steel scope of work, both who offered the lowest, responsive, and responsible bid for their respected bid packages.

EXPENSE CATEGORY:

☐Renewal of existing services

☐Replacement (end of life) or upgrade of equipment

☐Related to new opportunity

☒Related to or part of CapEx strategy

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

FINANCIAL:

Available Budget:	$ 20,795,452
Proposed Expense:	$ 18,216,036
Remaining Balance:	$ 2,579,416

RECOMMENDATION:

Management recommends that the Board of Directors approve the issuance of Change Order No. 4 to JE Dunn Construction Company in the amount of $18,216,036.00 for Terminal Development at SET – CM at Risk, structural steel and concrete. The total contract cost to include Change Order No. 1 - 4 is $41,751,706.88.

AC-2023-09-01

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

Attachments: JE Dunn Construction Company GMP#3 Request Dated 09/11/2023
Award Recommendation dated 09/13/2023

ORIGINATED BY:

Kelsey Cox
Kelsey Cox (Sep 19, 2023 15:02 EDT)
Kelsey Cox, Sr. Director, Engineering & Construction

SUBMITTED FOR APPROVAL

Brian Simmons
Brian Simmons (Sep 19, 2023 15:11 EDT)
Brian Simmons, Director, Procurement Services

AWARDS COMMITTEE ACTION

APPROVED

APPROVED/REJECTED/DEFERRED

CONDITIONS OF APPROVAL (IF ANY):

Retta Rogers
Retta Rogers (Sep 19, 2023 15:15 EDT)
Retta Rogers, Secretary to Awards Committee

Beth McCague
Beth McCague (Sep 19, 2023 16:21 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 (Sep 20, 2023 07:52 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

C.P.O.# 4868-04

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

CAPITAL PURCHASE ORDER

VENDOR: JE Dunn Construction #15379

CONTRACT NO: AE-1830-04

ADDRESS: 24 Drayton Street, Suite 400

REQUESTING DEPT: Engineering

Savannah, GA 31401

JAXPORT TELEPHONE: (904)357-3062

Scott Bodden, Project Manager

JAXPORT CONTACT: James "Tripper" Jones

TELEPHONE/FAX: scott.bodden@jedunn.com

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

DESCRIPTION

Change Order No. 4 to CPO 4868

Provide all necessary labor, materials, equipment and supervision to perform structural steel and concrete services as per GMP Package 3, on the 89 acres located at BIMT. Terms and Conditions are in accordance with contract AE-1830. (See GMP Package No. 3 Structural Steel and Concrete dated 09/11/2023 attached).

TOTAL GMP PACKAGE 3: $ 18,216,036.00

***Current Contract Value to include Change Order No. 1 – 4 is $41,751,706.88**

COO APPROVAL: James G. Bennett, PE
James G. Bennett, PE (Sep 19, 2023 15:13 EDT)

AUTHORIZED COST: $ **18,216,036.00**

REQUESTED BY: James Jones
James Jones (Sep 19, 2023 12:32 EDT)

ENGINEERING APPROVAL: Kelsey Cox
Kelsey Cox (Sep 19, 2023 15:02 EDT)

PROCUREMENT APPROVAL: Brian Simmons
Brian Simmons (Sep 19, 2023 15:11 EDT)

CHIEF EXECUTIVE OFFICER: Eric B. Green
Eric B. Green (Sep 20, 2023 07:52 EDT)

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

1 of 1

CONCURRENCE_____
Fed/State

PROCUREMENT PROCESS / AWARD RECOMMENDATION

DATE: 09/13/2023

PROJECT BUDGET TITLE: Terminal Development for SET – CM at Risk – Structural Steel and Concrete,

PROJECT BUDGET: **$** 45,104,336.25 PROJECT NUMBER: B2022.11

JPA CONTRACT NO.: AE-1830 CHANGE ORDER NO.: 4

TOTAL CO AMOUNT: **$ 18,216,036.00 "GMP3"**
PRIOR CO AMOUNT: **$ 22,835,670.88 "CO 1 – 3"**
ORIGINAL CONTRACT AMOUNT: **$ 700,000.00**
TOTAL CONTRACT AMOUNT W/CO's: **$ 41,751,706.88**

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": N/A "Amount of transfer" $: N/A 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 $: **18,216,036.00**

Reviewed and Approved for signature by:

	Approved/Disapproved	Signature	Date
JE Dunn, Contractor	APPROVED	Jeffrey Gazaway Jeffrey Gazaway (Sep 15, 2023 14:59 EDT)	Sep 15, 2023
Brad Chupp, SET	APPROVED	Brad Chupp Brad Chupp (Sep 17, 2023 21:14 EDT)	Sep 17, 2023
Brian Simmons	APPROVED	Brian Simmons Brian Simmons (Sep 18, 2023 06:50 EDT)	Sep 18, 2023
Jose Vazquez, Director	APPROVED	Jose Vazquez Jose Vazquez (Sep 18, 2023 07:30 EDT)	Sep 18, 2023
Kelsey Cox, Sr. Director	APPROVED	Kelsey Cox Kelsey Cox (Sep 18, 2023 07:35 EDT)	Sep 18, 2023

JE DUNN® CONSTRUCTION

www.jedunn.com

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

APPROVED
SEP 16 2023
CMS Group, LLC
By:

RE: AE-1830 Terminal Development for SE Toyota
SE Toyota – Blount Island Automotive Distribution Facility
GMP – Package #03 – Concrete and Structural Steel

Ms. Cox,

JE Dunn Construction Company is pleased to provide pricing for GMP Package #03, for the AE-1830 Terminal Development for SE Toyota ("SET").

The scope of services for this proposal includes Building and Site Concrete and Structural Steel, as detailed in Appendix A, and based of the 85% Construction Set of drawings.

In addition to the cost of work items mentioned above, the GMP Package #03 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 #03.....$18,216,036.00

** GMP Package #03 – Qualifications and Clarifications, attached in **Appendix A***

** GMP Package #03 – Contract Document and Specification Log, attached in **Exhibit A-1***

ACCEPTED:		
J.E. Dunn Construction Company	SOUTHEAST TOYOTA	CMS GROUP
Signed:	Signed:	Signed:
Print: Jeffrey Gazaway	Print: BRAD CHUPP	Print: Patrick A. GACCETTA
Date: 9.18.23	Date: 9/18/23	Date: 9/16/23

In pursuit of
building perfection®

GMP Package #03

Appendix A
QUALIFICATIONS & CLARIFICATIONS

SE TOYOTA – BLOUNT ISLAND ACCESSORY & OPERATIONS SUPPORT BUILDINGS

JACKSONVILLE, FL

FOR GMP PACKAGE #03 DATED

9/11/23

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00A – GENERAL CONDITIONS

1. This estimate is based on the 85% Construction Drawings dated 08/14/23 provided by Kasper Architects + Associates, Inc., and attached herein in Exhibit A-1.
2. We have based our General Conditions and Construction Schedule on a single phase of construction and a 21 months construction schedule to substantial completion, starting from a mobilization date of July 10th, 2023.
3. 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.
4. Pricing is included per the drawings and specifications outlined above. The drawings and specifications supersede any additional supplementary information provided as Exhibits within the Request for Proposal.
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 included building permit fees.
8. We have included the cost for a Public Construction Bond, based off an overall GMP amount of $114M. This cost will be reconciled at the end of the project.
9. We have included the cost difference between what was previously included in the GMP for Builder's Risk Insurance compared to the final policy amount, which was based off an overall GMP amount of $111,580,180.00. This cost will be reconciled at the end of the project.
10. General Liability & Workers Compensation Insurance is included at a rate of 1.98% of the total contract sum.
11. We have included Subcontractor Bonds at a rate of 1.50% of the total contract sum.
12. We have included a Business License is included at a rate of .01% of the total contract sum.
13. We have included a Construction Contingency at a rate of 2.00% of the total contract sum.
14. We have included a Fee at a rate of 4.50% of the total contract sum.
15. The price does NOT include an Owner or Design Contingency.
16. 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.
17. We have not included tap, impact, connection, system demand, capacity or meter fees for the project sewer, water, or electrical utilities.
18. We have not included Owner's Protective Liability Insurance.
19. We have not included Excess Liability Insurance.
20. We have not included Architectural, Civil, Structural, or Engineering design fees.
21. 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.
22. All furniture/furnishings/equipment that are not specifically identified in this document are excluded.
23. 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.
24. We have not included scope or costs associated with the purchasing, warehousing, staging, storage, shake-out, movement or installation of FF&E.

25. Our pricing excludes tariffs, import and export duties and similar charges not in effect on the date of this agreement. 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. NONE

03 – CONCRETE

1. We have included all foundations, slab on grade, dock pits/ramps, aprons, and elevated structural slab.
2. Site Concrete:
    a. 7" non-reinforced single slope apron (780 SF) with membrane cure.
    b. 6" wire mesh reinforced dock slab (816 SF) with membrane cure.
    c. 7" non-reinforced storage tank slab (1,464 SF) with membrane cure.
    d. 6" non-reinforced equipment pad (2,142 SF) with membrane cure.
    e. 6" non-reinforced transformer pad (147 SF) with membrane cure.
    f. 6" non-reinforced generator pad (67 SF) with membrane cure.
    g. 4" non-reinforced paving at two areas (7,822 SF) with membrane cure.
    h. 4" non-reinforced sidewalks (12,957 SF).
    i. Form and pour 2 EA 5'x8" ramp wall (no backfill or drain included).
    j. Paving, ramp and ramp wall concrete based on 4500-psi normal weight concrete.
    k. Sidewalk concrete based on 3000-psi normal weight concrete.
3. Building Concrete:
    a. Foundation concrete is based on 4000-psi normal weight concrete.
    b. Slab concrete based on 4000-psi normal weight concrete.
    c. Cast and erect 8" (SF, gross) smooth finish Tilt Panels. Panels area based on Structural elevations.
        i. Grout Tilt Panel bottoms with 5000-psi truck mix grout.
        ii. Tilt Panel concrete based on 4500-psi normal weight concrete.
    d. We include Tilt Panel lift and brace engineering.
        i. We have included bracing for one (1) month.
        ii. We have included one (1) month of crane rental.
    e. We include installation of door frames in TILT panels. Frames provided by Others.
    f. We include installation of all TILT panel to structural steel embeds. Steel embeds provided by Others.
    g. We include 15 mil vapor barrier under SOG concrete areas.
    h. We included an allowance of #7/SF for the elevated slab.
    i. We include concrete stair structures.
    j. We include pouring of concrete pan stairs.
4. General:
    a. Fine grading of exterior paving accepted at +/-.10' balanced. (Excess material if required to be imported or exported is by others.)
    b. Foundations and grade beams are included as formed.
    c. We have not included any haul-off of spoils. It is anticipated all spoils will be spread on site.
    d. Any remediation / removal of unsuitable soil is not included in our budget, unless otherwise stated.
    e. We include furnishing and installing all rebar material.
    f. We include installation of bollards. Bollard pipes provided by others.
    g. We include (1 coat) Ashford Formula at the Accessory Building and Operations Building.
    h. Excavate and pour 706 LF of deadmen footing.
    i. Pour 18,000 SF of 3" casting bed for panel pours.

05 – STRUCTURAL STEEL

1. We have not included any shoring or underpinning of existing structures.
2. Vibration monitoring is not included in our estimate.
3. The design of this system will include signed and sealed documents by a registered design professional in the State of Florida.
4. We have included furnishing, erecting, and installing 274 TONS of steel for the Accessories Building.
5. We have included furnishing, erecting, and installing 59 TONS of steel for the Operations Building.
6. Steel tonnage includes but is not limited to: W-shaped columns, HSS columns, T-1\T-2\T-3 truss framing, shear plates, edge angles, X-bracing, embed plates, clip angles, bar joists, girders, etc.
7. We have included joists, deck, and miscellaneous metals (not included in tonnages stated above).
8. We have NOT included at prefabricated or pre-engineered structures or canopies.
9. We have included one coat of standard grey shop primer with an average dry film thickness of 1.0 mil. This will be provided on joists, girders, and bridging.
10. 120 deep girders along line H and between grids 4.2 to 5 is quoted with a 25.5 KIP load at each panel point.
11. All deck quoted with a galvanized G90 level.
    a) Exception is Type N deck is quoted with galvanized G90 and primer painted grey top and white bottom and composite deck is quoted with a galvanized G60 finish as note.
12. At Accessories Building, all structural members above line 6 are quoted as wide flange beams. (Joist girders at line 6 are included).
13. Support for joist is unclear along line F1 in OPS building. No joist girders are quoted.
14. Roofs are sloped no more than a ¼" to 12".

Exhibit A-1 (Addendum 1)

SOUTHEAST TOYOTA - JAXPORT FACILITY

August 14th, 2023

EXHIBIT A-1 - DRAWINGS LOG

GMP Package #03 - 85% CD Documents

DRAWING SHEET NO.	DRAWING NAME	DOCUMENT DATE	ADDENDUM	NOTES
	VOLUME 1 OF 1			
	TABLE OF CONTENTS			
	GMP Package 1 : Working Civil Set			
	2023.07.03 - 100% DESIGN DRAWINGS			
1	COVER SHEET	Jul-23		
2	GENERAL NOTES & LEGENDS	Jul-23		
3	MASTER SITE PLAN	Jul-23		
4A	DEMOLITION PLAN	Jul-23		
4B	DEMOLITION PLAN	Jul-23		
4C	DEMOLITION PLAN	Jul-23		
4D	DEMOLITION PLAN	Jul-23		
4E	DEMOLITION PLAN	Jul-23		
4F	DEMOLITION PLAN	Jul-23		
4G	DEMOLITION PLAN	Jul-23		
4H	DEMOLITION PLAN	Jul-23		
4I	DEMOLITION PLAN	Jul-23		
4J	DEMOLITION PLAN	Jul-23		
4K	DEMOLITION PLAN	Jul-23		
4L	DEMOLITION PLAN	Jul-23		
5A	GEOMETRY PLAN	Jul-23		
5B	GEOMETRY PLAN	Jul-23		
5C	GEOMETRY PLAN	Jul-23		
5D	GEOMETRY PLAN	Jul-23		
5E	GEOMETRY PLAN	Jul-23		
5F	GEOMETRY PLAN	Jul-23		
5G	GEOMETRY PLAN	Jul-23		
5H	GEOMETRY PLAN	Jul-23		
5I	GEOMETRY PLAN	Jul-23		
5K	GEOMETRY PLAN	Jul-23		
5L	GEOMETRY PLAN	Jul-23		
8A	PAVING AND DRAINIAGE PLAN	Jul-23		
8B	PAVING AND DRAINIAGE PLAN	Jul-23		
8C	PAVING AND DRAINIAGE PLAN	Jul-23		
8D	PAVING AND DRAINIAGE PLAN	Jul-23		
8E	PAVING AND DRAINIAGE PLAN	Jul-23		
8F	PAVING AND DRAINIAGE PLAN	Jul-23		
8G	PAVING AND DRAINIAGE PLAN	Jul-23		
8H	PAVING AND DRAINIAGE PLAN	Jul-23		
8I	PAVING AND DRAINIAGE PLAN	Jul-23		
8K	PAVING AND DRAINIAGE PLAN	Jul-23		
8L	PAVING AND DRAINIAGE PLAN	Jul-23		
9A	PAVING AND DRAINAGE DETAILS	Jul-23		
9B	PAVING AND DRAINAGE DETAILS	Jul-23		
9C	PAVING AND DRAINAGE DETAILS	Jul-23		
10	MASTER WATER AND SEWER PLAN	Jul-23		
11A	WATER AND SEWER PLAN	Jul-23		
11B	WATER AND SEWER PLAN	Jul-23		
11C	WATER AND SEWER PLAN	Jul-23		
11D	WATER AND SEWER PLAN	Jul-23		
11E	WATER AND SEWER PLAN	Jul-23		
11F	WATER AND SEWER PLAN	Jul-23		
11G	WATER AND SEWER PLAN	Jul-23		
11H	WATER AND SEWER PLAN	Jul-23		
11I	WATER AND SEWER PLAN	Jul-23		
11K	WATER AND SEWER PLAN	Jul-23		
11L	WATER AND SEWER PLAN	Jul-23		
12	JEA NOTES	Jan-22		
13A	JEWA WATER DETAILS	Jan-22		
13B	JEWA WATER DETAILS	Jan-22		
13C	JEWA WATER DETAILS	Jan-22		
13D	JEWA WATER DETAILS	Jan-22		
13E	JEWA WATER DETAILS	Jan-22		
13F	JEWA WATER DETAILS	Jan-22		
14A	JEA SANITARY DETAILS	Jan-22		
14B	JEA SANITARY DETAILS	Jan-22		
14C	JEA SANITARY DETAILS	Jan-22		
14D	JEA SANITARY DETAILS	Jan-22		
14E	JEA SANITARY DETAILS	Jan-22		
15	FIRE MAIN RESTRAINT SCHEDULE	Jul-23		
16A	SEDIMENT AND EROSION CONTROL PLAN	Jul-23		
16B	SEDIMENT AND EROSION CONTROL PLAN	Jul-23		
16C	SEDIMENT AND EROSION CONTROL PLAN	Jul-23		
16D	SEDIMENT AND EROSION CONTROL PLAN	Jul-23		
16E	SEDIMENT AND EROSION CONTROL PLAN	Jul-23		
16F	SEDIMENT AND EROSION CONTROL PLAN	Jul-23		
16G	SEDIMENT AND EROSION CONTROL PLAN	Jul-23		
16H	SEDIMENT AND EROSION CONTROL PLAN	Jul-23		
16I	SEDIMENT AND EROSION CONTROL PLAN	Jul-23		
16J	SEDIMENT AND EROSION CONTROL PLAN	Jul-23		
16K	SEDIMENT AND EROSION CONTROL PLAN	Jul-23		
16L	SEDIMENT AND EROSION CONTROL PLAN	Jul-23		
17	SEDIMENT AND EROSION CONTROL DETAILS	Jul-23		
18	STORMWATER POLLUTION PREVENTION PLAN	Jul-23		
19	STORMWATER POLLUTION PREVENTION CONTRACTOR CERTIFICATION	Jul-23		
	ACCESSORY BUILDING			
	2023.08.01 SET Accessory & Operation Buildings Combined Set 85% Construction Documents	8/1/2023		
A0.0	PROJECT COVER	8/1/2023		
A0.01	NOTES, SYMBOLS, & LEGENDS	8/1/2023		
A0.02	PARTITION TYPES	8/1/2023		
A0.03	BUILDING CODE SUMMARY	8/1/2023		
A0.04	LIFE SAFETY PLANS - PARKING LEVEL	8/1/2023		
A0.05	OVERALL FIRST FLOOR-LIFE SAFETY PLANS	8/1/2023		
A0.06	LIFE SAFETY PLAN - SECOND FLOOR	8/1/2023		

Exhibit A-1 (Addendum 1)

SOUTHEAST TOYOTA - JAXPORT FACILITY

August 14th, 2023

EXHIBIT A-1 - DRAWINGS LOG

GMP Package #03 - 85% CD Documents

DRAWING SHEET NO.	DRAWING NAME	DOCUMENT DATE	ADDENDUM	NOTES
	VOLUME 1 OF 1			
A1.01	SITE PLAN	8/1/2023		
A2.26	ENLARGED PLAN & SOFFIT DETAILS	8/1/2023		
A2.101	OVERALL PARKING LEVEL PLAN	8/1/2023		
A2.102	PARKING LEVEL PLAN	8/1/2023		
A2.201	OVERALL FLOOR PLAN	8/1/2023		
A2.204	FLOOR PLAN NORTHWEST	8/1/2023		
A2.205	FLOOR PLAN PARTS/TIRES & LOADING DOCK	8/1/2023		
A2.206	SEGMENTED WALL PLANS	8/1/2023		
A2.207	SEGMENTED WALL DIMENSION PLANS	8/1/2023		
A2.208	OPERATION SUPPORT FLOOR PLAN	8/1/2023		
A2.301	OVERALL SECOND FLOOR PLAN	8/1/2023		
A2.302	OFFICE AND GYM FLOOR PLAN	8/1/2023		
A2.401	ENLARGED FLOOR PLANS	8/1/2023		
A2.402	ENLARGED FLOOR PLANS	8/1/2023		
A2.403	ENLARGED FLOOR PLANS	8/1/2023		
A2.404	ENLARGED KITCHEN FLOOR PLAN	8/1/2023		
A2.405	OPERATION SUPPORT ENLARGED FLOOR PLANS	8/1/2023		
A2.501	STAIR & ELEVATOR ENLARGED PLANS & SECTIONS	8/1/2023		
A2.502	STAIR & ELEVATOR ENLARGED PLANS & SECTIONS	8/1/2023		
A2.503	STAIR & ELEVATOR ENLARGED PLANS & SECTIONS	8/1/2023		
A3.101	EXTERIOR ELEVATIONS	8/1/2023		
A3.102	EXTERIOR ELEVATIONS	8/1/2023		
A3.103	EXTERIOR ELEVATIONS	8/1/2023		
A3.104	EXTERIOR ELEVATIONS	8/1/2023		
A3.105	EXTERIOR ELEVATIONS	8/1/2023		
A3.201	ACCESSORY BLDG. TILT WALL PANEL ELEVATIONS	8/1/2023		
A3.202	ACCESSORY BLDG. TILT WALL PANEL ELEVATIONS	8/1/2023		
A3.203	OPERATIONS SUPPORT TILT WALL PANELS	8/1/2023		
A4.101	BUILDING SECTIONS	8/1/2023		
A4.102	BUILDING SECTIONS	8/1/2023		
A4.201	WALL SECTIONS	8/1/2023		
A4.202	WALL SECTIONS	8/1/2023		
A4.203	WALL SECTIONS	8/1/2023		
A4.204	WALL SECTIONS	8/1/2023		
A4.205	WALL SECTIONS	8/1/2023		
A4.206	WALL SECTIONS	8/1/2023		
A4.207	WALL SECTIONS	8/1/2023		
A4.208	WALL SECTIONS	8/1/2023		
A4.209	WALL SECTIONS	8/1/2023		
A4.210	WALL SECTIONS	8/1/2023		
A4.211	WALL SECTIONS	8/1/2023		
A4.212	WALL SECTIONS	8/1/2023		
A4.213	WALL SECTIONS	8/1/2023		
A4.214	WALL SECTIONS - OPERATIONS SUPPORT	8/1/2023		
A4.215	WALL SECTIONS - OPERATIONS SUPPORT	8/1/2023		
A5.101	ROOF PLAN	8/1/2023		
A5.102	LOWER ROOF & CLERESTORY PLANS	8/1/2023		
A5.201	ROOF DETAILS	8/1/2023		
A5.202	ROOF DETAILS	8/1/2023		
A6.101	INTERIOR ELEVATIONS	8/1/2023		
A6.102	INTERIOR ELEVATIONS	8/1/2023		
A6.103	INTERIOR ELEVATIONS/ MILLWORK	8/1/2023		
A6.104	INTERIOR ELEVATIONS/ MILLWORK	8/1/2023		
A6.105	INTERIOR ELEVATIONS/ MILLWORK	8/1/2023		
A6.106	INTERIOR DETAILS	8/1/2023		
A6.107	MILLWORK DETAILS	8/1/2023		
A7.101	DOOR SCHEDULE ACCESSORY BUILDING	8/1/2023		
A7.102	DOOR SCHEDULE OPERATIONS SUPPORT	8/1/2023		
A7.201	GLAZING SCHEDULE - ACCESSORY BUILDING	8/1/2023		
A7.202	GLAZING SCHEDULE - OPERATIONS SUPPORT	8/1/2023		
A7.203	GLAZING DETAILS	8/1/2023		
A8.101	PARKING LEVEL RCP	8/1/2023		
A8.201	OVERALL FIRST FLOOR CEILING PLAN	8/1/2023		
A8.202	FIRST FLOOR RCP NORTHWEST	8/1/2023		
A8.203	FIRST FLOOR RCP PARTS/TIRES	8/1/2023		
A8.204	FIRST FLOOR RCP SEGMENTED WALL	8/1/2023		
A8.205	FIRST FLOOR RCP OPERATIONS SUPPORT	8/1/2023		
A8.301	SECOND FLOOR RCP OFFICE & GYM	8/1/2023		
A8.302	CEILING DETAILS	8/1/2023		
A9.001	FINISH LEGEND	8/1/2023		
A9.201	FINISH PLAN- FIRST FLOOR NW	8/1/2023		
A9.202	FINISH PLAN- FIRST FLOOR PARTS/TIRES	8/1/2023		
A9.204	FINISH PLAN- SEGMENTED WALL	8/1/2023		
A9.205	FINISH PLAN - OFFICE AND GYM FLOOR	8/1/2023		
A9.206	FINISH PLAN - OPERATION SUPPORT	8/1/2023		
A10.201	OVERALL EQUIPMENT PLAN	8/1/2023		
A10.202	EQUIPMENT PLAN - PARTS DROP IN	8/1/2023		
A10.203	EQUIPMENT PLAN - PARTS AND ONE STOP SHOP	8/1/2023		
A10.204	EQUIPMENT PLANS - WHEELS	8/1/2023		
A10.205	EQUIPMENT PLAN - PAINT FILM & PLOTTER	8/1/2023		
A10.206	EQUIPMENT PLAN - PRE-DELIVERY SERVICES	8/1/2023		
A10.207	EQUIPMENT PLAN - PRE-DELIVERY SERVICES - LEXUS	8/1/2023		
A10.208	EQUIPMENT PLAN - WARRANTY, BTU, AND QA	8/1/2023		
A10.209	EQUIPMENT PLAN - NEW EQUIP. TIRES/TRAINING	8/1/2023		
S000	LEGENDS & SYMBOLS	8/1/2023		
S001	GENERAL NOTES	8/1/2023		
S002	COMPONENTS AND CLADDING	8/1/2023		
S003	DECK ATTACHMENT DIAGRAM	8/1/2023		
S101	OVERALL FOUNDATION PLAN	8/1/2023		
S102	FOUNDATION PLAN NORTH	8/1/2023		
S103	FOUNDATION PLAN SOUTH	8/1/2023		
S104	PARKING LEVEL FOUNDATION PLAN	8/1/2023		
S104	PARKING LEVEL FOUNDATION PLAN	8/1/2023		
S105	OPERATIONS SUPPORT FOUNDATION PLAN	8/1/2023		

Exhibit A-1 (Addendum 1)

SOUTHEAST TOYOTA - JAXPORT FACILITY

August 14th, 2023

EXHIBIT A-1 - DRAWINGS LOG

GMP Package #03 - 85% CD Documents

DRAWING SHEET NO.	DRAWING NAME	DOCUMENT DATE	ADDENDUM	NOTES
	VOLUME 1 OF 1			
S106	OVERALL SLAB PLAN	8/1/2023		
S107	SLAB PLAN NORTH	8/1/2023		
S108	SLAB PLAN SOUTH	8/1/2023		
S109	OFFICE SLAB PLAN	8/1/2023		
S109	OFFICE SLAB PLAN	8/1/2023		
S110	OPERATIONS SUPPORT SLAB PLAN	8/1/2023		
S110	OPERATIONS SUPPORT SLAB PLAN	8/1/2023		
S111	OFFICE AND GYM SECOND FLOOR FRAMING	8/1/2023		
S112	OVERALL ROOF FRAMING PLAN	8/1/2023		
S113	ROOF FRAMING PLAN NORTH	8/1/2023		
S114	ROOF FRAMING PLAN SOUTH	8/1/2023		
S115	OFFICE ROOF FRAMING PLAN	8/1/2023		
S116	CLERESTORY FRAMING PLAN	8/1/2023		
S117	OPERATION SUPPORT ROOF FRAMING PLAN	8/1/2023		
S201	SECTIONS	8/1/2023		
S301	TRUSS ELEVATIONS	8/1/2023		
S302	SPECIAL JOIST AND GIRDER DIAGRAMS	8/1/2023		
S303	BRACE ELEVATIONS	8/1/2023		
S401	TILT WALL KEY	8/1/2023		
S402	TILT WALL ELEVATIONS	8/1/2023		
S403	TILT WALL ELEVATIONS	8/1/2023		
S404	TILT WALL ELEVATIONS	8/1/2023		
S405	TILT-UP PANEL REINFORCING AND DETAILS	8/1/2023		
S501	TYPICAL DETAILS	8/1/2023		
S502	TYPICAL DETAILS	8/1/2023		
S503	TYPICAL DETAILS	8/1/2023		
S504	TYPICAL DETAILS	8/1/2023		
S505	COLUMN SCHEDULE	8/1/2023		
M0.1	HVAC OVERALL FLOOR PLAN	8/1/2023		
M0.2	HVAC OVERALL ROOF PLAN	8/1/2023		
M1.1	HVAC PLAN -OPEN AREA NORTH	8/1/2023		
M1.2	HVAC PLAN -OPEN AREA SOUTH	8/1/2023		
M1.3	HVAC PLAN -GARAGE & RAILHEAD	8/1/2023		
M1.4	HVAC PLAN -PARTS & TIRES	8/1/2023		
M1.5	HVAC PLAN -SECOND FLOOR NORTH	8/1/2023		
M1.6	HVAC PLAN -SECOND FLOOR SOUTH	8/1/2023		
M1.7	HVAC PLAN -OPERATIONSSUPPORT	8/1/2023		
M2.1	HVAC SCHEDULES AND LEGEND	8/1/2023		
M2.2	HVAC SCHEDULES (CONT)	8/1/2023		
M2.3	HVAC SCHEDULES (CONT)	8/1/2023		
M3.1	CONTROLS	8/1/2023		
M3.2	CONTROLS	8/1/2023		
M3.3	CONTROLS	8/1/2023		
M3.4	CONTROLS	8/1/2023		
M3.5	CONTROLS	8/1/2023		
M3.6	CONTROLS	8/1/2023		
M3.7	CONTROLS	8/1/2023		
M4.1	KITCHEN HOOD DRAWINGS	8/1/2023		
M4.2	KITCHEN HOOD DRAWINGS	8/1/2023		
M4.3	KITCHEN HOOD DRAWINGS	8/1/2023		
M4.4	KITCHEN HOOD DRAWINGS	8/1/2023		
M4.5	KITCHEN HOOD DRAWINGS	8/1/2023		
M4.6	KITCHEN HOOD DRAWINGS	8/1/2023		
M4.7	KITCHEN HOOD DRAWINGS	8/1/2023		
M4.8	KITCHEN HOOD DRAWINGS	8/1/2023		
M4.9	KITCHEN HOOD DRAWINGS	8/1/2023		
M4.10	KITCHEN HOOD DRAWINGS	8/1/2023		
M4.11	KITCHEN HOOD DRAWINGS	8/1/2023		
M4.12	KITCHEN HOOD DRAWINGS	8/1/2023		
M4.13	KITCHEN HOOD DRAWINGS	8/1/2023		
M4.14	KITCHEN HOOD DRAWINGS	8/1/2023		
M4.15	KITCHEN HOOD DRAWINGS	8/1/2023		
M4.16	KITCHEN HOOD DRAWINGS	8/1/2023		
P0.1	PLUMBING LEGEND, SCHEDULES AND	8/1/2023		
P1.1	OVERALL PLUMBING FLOOR PLAN	8/1/2023		
P2.1	PLUMBING FLOOR PLAN NORTHEAST	8/1/2023		
P2.2	PLUMBING FLOOR PLAN NORTHWEST	8/1/2023		
P2.3	PLUMBING FLOOR PLAN EAST	8/1/2023		
P2.4	PLUMBING FLOOR PLAN WEST	8/1/2023		
P2.5	PLUMBING FLOOR PLAN SOUTHEAST	8/1/2023		
P2.6	PLUMBING FLOOR PLAN SOUTHWEST	8/1/2023		
P2.7	PLUMBING SEGMENTED WALL FLOOR	8/1/2023		
P2.8	PLUMBING FLOOR PLAN PARKING	8/1/2023		
P2.9	PLUMBING FLOOR PLAN TIRES	8/1/2023		
P2.10	PLUMBING SECOND FLOOR OFFICE NORTH	8/1/2023		
P2.11	PLUMBING SECOND FLOOR OFFICE SOUTH	8/1/2023		
P2.12	PLUMBING PARTIAL ROOF PLAN	8/1/2023		
P2.13	PLUMBING FLOOR PLAN PDS BUILDING	8/1/2023		
P2.14	ENLARGED PLUMBING PLANS	8/1/2023		
P2.15	ENLARGED PLUMBING PLANS	8/1/2023		
P2.16	ENLARGED PLUMBING PLANS	8/1/2023		
P3.1	PLUMBING DETAILS	8/1/2023		
P3.2	PLUMBING DETAILS	8/1/2023		
E0.1	ELECTRICAL LEGEND AND NOTES	8/1/2023		
E0.2	ELECTRICAL SITE PLAN - UTILITY POWER & LIGHTING	8/1/2023		
E1.1	ELECTRICAL LIGHTING PLAN - OPEN AREA NORTH	8/1/2023		
E1.2	ELECTRICAL LIGHTING PLAN - OPEN AREA SOUTH	8/1/2023		
E1.3	ELECTRICAL LIGHTING PLAN - PARKING FLOOR	8/1/2023		
E1.4	ELECTRICAL LIGHTING PLAN - SECOND FLOOR	8/1/2023		
E1.5	ELECTRICAL LIGHTING PLAN - TIRES	8/1/2023		
E1.6	ELECTRICAL LIGHTING PLAN - PDS BUILDING	8/1/2023		
E2.1	ELECTRICAL POWER PLAN - OPEN AREA NORTH	8/1/2023		
E2.2	ELECTRICAL POWER PLAN - OPEN AREA SOUTH	8/1/2023		
E2.3	ELECTRICAL POWER PLAN - PARKING FLOOR	8/1/2023		

Exhibit A-1 (Addendum 1)

SOUTHEAST TOYOTA - JAXPORT FACILITY

August 14th, 2023

EXHIBIT A-1 - DRAWINGS LOG

GMP Package #03 - 85% CD Documents

DRAWING SHEET NO.	DRAWING NAME	DOCUMENT DATE	ADDENDUM	NOTES
	VOLUME 1 OF 1			
E2.4	ELECTRICAL POWER PLAN - SECOND FLOOR	8/1/2023		
E2.5	ELECTRICAL POWER PLAN - SECOND FLOOR (HVAC)	8/1/2023		
E2.6	ELECTRICAL POWER PLAN - TIRES	8/1/2023		
E2.7	ELECTRICAL POWER PLAN - PDS BUILDING	8/1/2023		
E2.8	ELECTRICAL POWER PLAN - ROOF	8/1/2023		
E3.1	ENLARGED ELECTRICAL PLANS	8/1/2023		
E3.2	ENLARGED ELECTRICAL PLANS	8/1/2023		
E3.3	ENLARGED ELECTRICAL PLANS	8/1/2023		
E3.4	ENLARGED ELECTRICAL PLANS	8/1/2023		
E3.5	ENLARGED ELECTRICAL PLANS	8/1/2023		
E3.6	ENLARGED ELECTRICAL PLANS	8/1/2023		
E3.7	ENLARGED ELECTRICAL PLANS	8/1/2023		
E3.8	ENLARGED ELECTRICAL PLANS	8/1/2023		
E3.9	ENLARGED ELECTRICAL PLANS	8/1/2023		
E3.10	ENLARGED ELECTRICAL PLANS	8/1/2023		
E5.1	ELECTRICAL DETAILS	8/1/2023		
E5.2	ELECTRICAL DETAILS	8/1/2023		
E5.3	ELECTRICAL DETAILS	8/1/2023		
E6.1	ELECTRICAL POWER RISER DIAGRAM	8/1/2023		
E6.2	ELECTRICAL POWER RISER DIAGRAM	8/1/2023		
E7.1	ELECTRICAL PANEL SCHEDULES	8/1/2023		
E7.2	ELECTRICAL PANEL SCHEDULES	8/1/2023		
E7.3	ELECTRICAL PANEL SCHEDULES	8/1/2023		
E7.4	ELECTRICAL PANEL SCHEDULES	8/1/2023		
E7.5	ELECTRICAL PANEL SCHEDULES	8/1/2023		
E7.6	ELECTRICAL PANEL SCHEDULES	8/1/2023		
E7.7	ELECTRICAL PANEL SCHEDULES	8/1/2023		
E7.8	ELECTRICAL PANEL SCHEDULES	8/1/2023		
E7.9	ELECTRICAL PANEL SCHEDULES	8/1/2023		
E7.10	ELECTRICAL PANEL SCHEDULES	8/1/2023		
E7.11	ELECTRICAL PANEL SCHEDULES	8/1/2023		
E7.12	ELECTRICAL PANEL SCHEDULES	8/1/2023		
E7.13	ELECTRICAL PANEL SCHEDULES	8/1/2023		
T0.1	ELECOMMUNICATION LEGEND AND NOTES	8/1/2023		
T0.2	ELECOMMUNICATION SITE PLAN -SECURITY	8/1/2023		
T1.1	ELECOMMUNICATION OVERALL FLOOR PLAN - SECURITY	8/1/2023		
T1.2	ELECOMMUNICATION FL PL - PARKING & OFFICE -	8/1/2023		
T1.3	ELECOMMUNICATION FLOOR PLAN -BEDLINER	8/1/2023		
T1.4	ELECOMMUNICATION FLOOR PLAN -CAR WASH	8/1/2023		
T1.5	ELECOMMUNICATION FLOOR PLAN -RESTROOM	8/1/2023		
T1.6	ELECOMMUNICATION FLOOR PLAN -SECURITY	8/1/2023		
T2.1	ELECOMMUNICATION PLAN -CABLETRAY	8/1/2023		
FA0.1	FIRE ALARM SITE PLAN AND LEGEND	8/1/2023		
FA1.2	FIRE ALARM PLAN - OPEN AREA SOUTH	8/1/2023		
FA1.3	FIRE ALARM PLAN - PARKING	8/1/2023		
FA1.4	FIRE ALARM PLAN - SECOND FLOOR	8/1/2023		
FA1.5	FIRE ALARM PLAN - TIRES	8/1/2023		
FA1.6	FIRE ALARM PLANS - PDS BUILDING	8/1/2023		
FA5.1	FIRE ALARM DETAILS	8/1/2023		
FP1.1	FIRE PROTECTION DESIGN AND NOTES	8/1/2023		
	BODY SHOP BUILDING			
	2023.08.01_SET_Body Shop Building_Combned Set_85% Construction Documents	8/1/2023		
0.0	PROJECT COVER	8/1/2023		
A0.1	NOTES, SYMBOLS, & LEGENDS	8/1/2023		
A0.2	PARTITION TYPES	8/1/2023		
A0.3	LIFE SAFETY PLANS	8/1/2023		
A1.1	SITE PLAN	8/1/2023		
A2.1	FLOOR PLAN	8/1/2023		
A2.2	DIMENSION FLOOR PLAN	8/1/2023		
A2.3	ENLARGED PLANS	8/1/2023		
A2.4	EQUIPMENT PLANS - BODY SHOP	8/1/2023		
A3.1	EXTERIOR ELEVATIONS	8/1/2023		
A3.2	BODY SHOP TILT WALL PANEL ELEVATIONS	8/1/2023		
A4.1	BUILDING SECTIONS	8/1/2023		
A4.201	WALL SECTIONS	8/1/2023		
A4.202	WALL SECTIONS	8/1/2023		
A5.1	ROOF PLAN	8/1/2023		
A5.2	ROOF DETAILS	8/1/2023		
A6.1	MILLWORK DETAILS	8/1/2023		
A7.1	DOOR AND GLAZING SCHEDULES	8/1/2023		
A7.2	DOOR & GLAZING DETAILS	8/1/2023		
A8.1	REFLECTED CEILING PLAN	8/1/2023		
A9.0	FINISH LEGEND & SCHEDULE	8/1/2023		
A9.1	FIRST FLOOR FINISH PLAN	8/1/2023		
	STRUCTURAL SYSTEMS SKETCH	8/1/2023		
	MECHANICAL NARRATIVE	8/1/2023		
	PLUMBING NARRATIVE	8/1/2023		
	ELECTRICAL NARRATIVE	8/1/2023		
	CAR WASH			
	2023.08.01_SET_Car Wash_Combined Set_85% Architectural Construction Documents			
0.0	PROJECT COVER	9/12/2023		
A0.1	NOTES, SYMBOLS, LEGENDS, AND LIFE SAFETY PLAN	9/12/2023		
A1.1	ARCHITECTURAL SITE PLAN	9/12/2023		
A2.1	FLOOR PLAN -CAR WASH	9/12/2023		
A3.1	EXTERIOR ELEVATIONS	9/12/2023		
A4.1	BUILDING AND WALL SECTIONS	9/12/2023		
A5.1	ROOF PLAN AND ROOF DETAILS	9/12/2023		
A7.1	DOOR SCHEDULES	9/12/2023		
A8.1	REFLECTED CEILING PLAN	9/12/2023		
S001	GENERAL NOTES	6/5/2023		
S002	GENERAL NOTES	6/5/2023		
S101	FOUNDATION PLAN	6/5/2023		

Exhibit A-1 (Addendum 1)

SOUTHEAST TOYOTA - JAXPORT FACILITY

August 14th, 2023

EXHIBIT A-1 - DRAWINGS LOG

GMP Package #03 - 85% CD Documents

DRAWING SHEET NO.	DRAWING NAME	DOCUMENT DATE	ADDENDUM	NOTES
	VOLUME 1 OF 1			
S102	SLAB PLAN	6/5/2023		
S103	ROOF FRAMING PLAN	6/5/2023		
S201	SECTIONS	6/5/2023		
S501	TYPICAL DETAILS	6/5/2023		
S502	TYPICAL DETAILS	6/5/2023		
M1.1	HVAC PLAN -CAR WASH	6/5/2023		
M2.1	HVAC SCHEDULE & LEGEND	6/5/2023		
M3.1	CONTROLS	6/5/2023		
M3.2	CONTROLS	6/5/2023		
P1.1	PLUMBING CARWASH FLOOR PLAN	6/5/2023		
E0.1	ELECTRICAL LEGEND AND NOTES	6/5/2023		
E1.1	ELECTRICAL FLOOR PLAN -LIGHTING	6/5/2023		
E1.2	ELECTRICAL FLOOR PLAN -POWER	6/5/2023		
E1.3	ELECTRICAL ROOF PLAN -POWER	6/5/2023		
E2.1	ELECTRICAL DETAILS	6/5/2023		
E3.1	ELECTRICAL POWER RISER DIAGRAM	6/5/2023		
	FUEL ISLAND			
	2023.06.05_SET_Fuel Island_Combined Set_100% Design Development	6/5/2023		
A1.1	ARCHITECTURAL SITE PLAN	6/5/2023		
A2.1	FUEL ISLAND PLANS	6/5/2023		
A3.1	FUEL ISLAND EXTERIOR ELEVATIONS	6/5/2023		
E0.0	ELECTRICAL LEGEND AND NOTES	6/5/2023		
E0.1	ELECTRICAL PLANS	6/5/2023		
	LONGSHOREMEN RESTROOM			
	2023.08.01_SET_Longshoremen Restroom_Design Criteria	6/26/2023		
A0.1	DESIGN CRITERIA	6/26/2023		
A0.2	PANEL BUILT INCORPORATED DOCUMENT	6/26/2023		
	SECURITY KIOSK			
	2023.08.01_SET_Security Kiosk_Combined Set__85% Architectural Construction Documents			
A0.1	NOTES, SYMBOLS, LEGENDS, AND PARTITION TYPES	9/12/2023		
A0.2	BUILDING CODE SUMMARY & LIFE SAFETY PLANS	9/12/2023		
A1.1	SITE PLAN	9/12/2023		
A2.1	FLOOR & ROOF PLANS - SECURITY OFFICE	9/12/2023		
A2.2	STAIR AND RAMP PLANS AND SECTIONS	9/12/2023		
A3.1	EXTERIOR ELEVATIONS	9/12/2023		
A4.1	BUILDING SECTIONS	9/12/2023		
A4.2	WALL SECTIONS	9/12/2023		
A5.1	ROOF DETAILS	9/12/2023		
A6.1	INTERIOR ELEVATIONS/ MILLWORK	9/12/2023		
A7.1	DOOR AND GLAZING SCHEDULES	9/12/2023		
A9.1	FINISH SCHEDULE & LEGENDS	9/12/2023		
A9.2	INTERIOR RENDERINGS	9/12/2023		
S001	GENERAL NOTES	6/5/2023		
S002	GENERAL NOTES	6/5/2023		
S101	FOUNDATION, SLAB AND ROOF FRAMING PLANS	6/5/2023		
S201	SECTIONS	6/5/2023		
S501	TYPICAL DETAILS	6/5/2023		
S502	TYPICAL DETAILS	6/5/2023		
M1.1	HVAC FLOOR PLAN	6/5/2023		
M2.1	HVAC SCHEDULES	6/5/2023		
M3.1	CONTROLS	6/5/2023		
M3.2	CONTROLS	6/5/2023		
P1.1	PLUMBING FLOOR PLAN	6/5/2023		
E0.1	ELECTRICAL SITE PLAN	6/5/2023		
E1.1	ELECTRICAL PLANS	6/5/2023		
E2.1	ELECTRICAL DETAILS	6/5/2023		
E3.1	ELECTRICAL POWER RISER DIAGRAM	6/5/2023		
	TRUCKING RESTROOM			
	2023.06.05_SET_Trucking Restroom_Combined Set_100% Design Development			
A0.1	INDEX, NOTES, LEGENDS & PARTITION TYPES	9/12/2023		
A0.2	PROJECT INFORMATION AND LIFE SAFETY PLAN	9/12/2023		
A1.1	SITE PLAN	9/12/2023		
A2.1	FLOOR, CEILING, AND ROOF PLANS	9/12/2023		
A3.1	EXTERIOR ELEVATIONS	9/12/2023		
A4.1	BUILDING SECTIONS AND WALL SECTIONS	9/12/2023		
A4.2	BUILDING SECTIONS AND WALL SECTIONS	9/12/2023		
A5.1	ROOF DETAILS	9/12/2023		
A7.1	DOOR & GLAZING DETAILS	6/5/2023		
S001	GENERAL NOTES	6/5/2023		
S101	FOUNDATION, SLAB AND ROOF FRAMING PLAN	6/5/2023		
S201	SECTIONS	6/5/2023		
S202	SECTIONS	6/5/2023		
S501	TYPICAL DETAILS	6/5/2023		
S502	TYPICAL DETAILS	6/5/2023		
S503	TYPICAL DETAILS	6/5/2023		
M1.1	HVAC FLOOR PLAN	6/5/2023		
M2.1	HVAC SCHEDULES & LEGEND	6/5/2023		
M3.1	CONTROLS	6/5/2023		
P1.1	PLUMBING FLOOR PLAN	6/5/2023		
E0.1	ELECTRICAL LEGEND AND NOTES	6/5/2023		
E1.1	ELECTRICAL PLANS	6/5/2023		
E2.1	ELECTRICAL DETAILS	6/5/2023		
	END OF DOCUMENT			

Exhibit A-1 (Addendum 1)

SOUTHEAST TOYOTA - JAXPORT FACILITY

UPDATED: August 14th, 2023

EXHIBIT A-1 - SPECIFICATION LOG

GMP Package #03 - 85% CD Documents

DOCUMENT NO.	DOCUMENT NAME	DOCUMENT DATE	NOTES
	PROJECT MANUAL VOLUME 1 OF 1		
	TABLE OF CONTENTS		
	22035 Southeast Toyota Blount Island - Design Develpment Specifications 6.5.23	5-Jun-23	
	DIVISION 01 - GENERAL REQUIREMENTS		
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		
	DIVISION 02 - EXISTING CONDITIONS		
	N/A		
	DIVISION 03 - CONCRETE		
03 2000	CONCRETE REINFORCING		
03 3000	CAST-IN-PLACE CONCRETE		
03 3543	POLISHED CONCRETE FINISHING		
03 4713	TILT-UP CONCRETE		
	DIVISION 04 - MASONRY		
04 2200	CONCRETE UNIT MASONRY		
	DIVISION 05 - METALS		
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		
	DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES		
06 1053	MISCELLANEOUS ROUGH CARPENTRY		
06 1600	SHEATHING		
06 4116	PLASTIC-LAMINATE-CLAD ARCHITECTURAL CABINETS		
	DIVISION 07 - THERMAL AND MOISTURE PROTECTION		
07 1113	BITUMINOUS DAMP-PROOFING		
07 1326	SELF ADHERING SHEET WATERPROOFING		
07 1700	BENTONITE WATERPROOFING		
07 2100	THERMAL INSULATION		

Exhibit A-1 (Addendum 1)

SOUTHEAST TOYOTA - JAXPORT FACILITY

UPDATED: August 14th, 2023

EXHIBIT A-1 - SPECIFICATION LOG

GMP Package #03 - 85% CD Documents

DOCUMENT NO.	DOCUMENT NAME	DOCUMENT DATE	NOTES
	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		
	DIVISION 08 - OPENINGS		
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		
	DIVISION 09 - FINISHES		
09 2216	NON-STRUCTURAL METAL FRAMING		
09 2900	GYPSUM 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		
	DIVISION 10 - SPECIALTIES		
10 1400	SIGNAGE		

Exhibit A-1 (Addendum 1)

SOUTHEAST TOYOTA - JAXPORT FACILITY

UPDATED: August 14th, 2023

EXHIBIT A-1 - SPECIFICATION LOG

GMP Package #03 - 85% CD Documents

DOCUMENT NO.	DOCUMENT NAME	DOCUMENT DATE	NOTES
	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		
	DIVISION 11 - EQUIPMENT		
11 1313	LOADING DOCK BUMPERS		
11 1316	LOADING DOCK SEALS AND SHELTERS		
11 4000	FOODSERVICE EQUIPMENT		
11 6623	GYMNASIUM EQUIPMENT		
	DIVISION 12 - FURNISHINGS		
12 3623.13	PLASTIC-LAMINATE-CLAD COUNTERTOPS		
12 3661.16	SOLID SURFACING COUNTERTOPS		
12 4921	AUTOMATED ROLLER SHADE		
	DIVISION 13 - SPECIAL CONSTRUCTION		
	N/A		
	DIVISION 14 - CONVEYING EQUIPMENT		
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		
	DIVISION 21 - FIRE PROTECTION		
21 0000	WATER BASED FIRE-SUPPRESSION SYSTEMS		
	DIVISION 22 - PLUMBING		
22 0000	PLUMBING SPECIFICATIONS		
	DIVISION 23 - HEATING, VENTILATION, AND AIR-CONDITIONING (HVAC)		
23 0000	HEATING, VENTILATION, AND AIR-CONDITIONING		
23 3400	HVAC FANS		
	DIVISION 25 - INTEGRATED AUTOMATION		
	N/A		
	DIVISION 26 - ELECTRICAL		
26 0000	ELECTRICAL SPECIFICATIONS		
26 3213	DIESEL-ENGINE-DRIVEN GENERATOR SETS	6/27/2023	
26 3600	TRANSFER SWITCHES	6/27/2023	
	DIVISION 27 - COMMUNICATIONS		
	N/A		
	DIVISION 28 - ELECTRONIC SAFETY AND SECURITY		
	N/A		
	DIVISION 31 - EARTHWORK		

Exhibit A-1 (Addendum 1)

SOUTHEAST TOYOTA - JAXPORT FACILITY

UPDATED: August 14th, 2023

EXHIBIT A-1 - SPECIFICATION LOG

GMP Package #03 - 85% CD Documents

DOCUMENT NO.	DOCUMENT NAME	DOCUMENT DATE	NOTES
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: Concrete (GMP 3)

BID OPENING DATE & TIME: September 6th, 2023 @ 10:00 AM
Note: **3** Addendums were issued on this project

Virtual Pre-Bid: Thursday, August 10, 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)
Martin Concrete	Y	Y	Y	Y	$ 7,824,000.00
Danko	Y	Y	Y	Y	$ 6,765,000.00

Tabulation Performed By: Alec Arand

Recorded By: Barry Fransen

Witness: Geoff Carter

Certified By: _____

JE Dunn Construction Inc.
Project #:23012000
Auto Processing Facility Development - Southeast Toyota JAXPORT Facility
BID OPENING: Structural Steel (GMP 3)

BID OPENING DATE & TIME: September 6th, 2023 @ 11:00 AM
Note: **3** Addendums were issued on this project

Virtual Pre-Bid: Thursday, August 10, 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)
Allstate Steel	N	Y	N	N	$ 7,850,000.00
GMF Steel	Y	Y	Y	Y	$ 7,320,559.00

Tabulation Performed By: Alec Arand

Recorded By: Barry Fransen

Witness: Geoff Carter

Certified By: _____

Date 9/15/2023 10:17 AM *TradeSummary* Page 1

SE Toyota Blount Is.
Jacksonville, FL
Septemeber 11th, 2023
GMP Package #03A

436,459 SF

Scope Num	Cost Code	Description	GMP 3 Package	Comments
100A	01 00 00	General Conditions		
100A	01 10 00	General Requirements		
100A	01 00 01	Procurement Services		
03C	03 00 00	Concrete Foundations & Tilt		
03A	03 00 10	Load Transfer Platform		
03J	03 35 00	Concrete Finishing	6,765,000	
04A	04 20 00	Masonry		
05A	05 12 00	Structural & Misc Steel	7,320,559	
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		
07I.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		
26A	26 00 00	Electrical		
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	14,085,559	

Insurance	General Liability Insurance	338,445	1.98% of subtotal above plus " * " items
BRPolicy	Builder's Risk*	2,150,310	Based off final cost of the Builder's Risk Policy, backup attached
BldgPermit	Building Permit	0	Cost captured in previous GMP Packages
Bond	Public Construction Bond*	646,016	Based off final cost of the Bond, backup attached
SubDefault	Sub Default Program Rate*	211,283	1.5% of sub agreements, or $14,085,559.00
OtherPBI	Business License	0	
OtherPBI2	Dunn Dashboard	0	
Cont	Construction Contingency	0	
Fee	Fee	784,423	4.5% of all totals above
	Subtotal	18,216,036	
DFR	Preconstruction	0	
Esc	Escalation	0	

Total **$18,216,036**

SE Toyota Blount Is.
Jacksonville, FL
Septemeber 11th, 2023
GMP Package #03A

SET - JAXPORT
436,459 SF

Item	Description		Cost	Cost/SF
1	General Conditions	21.8%	0	0.00
2	General Requirements		0	0.00
3	Procurement Services		0	0.00
4	Demolition		0	0.00
5	Excavation		0	0.00
6	Structure		14,085,559	32.27
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		0	0.00
26	Electrical		0	0.00
	Subtotal*		14,085,559	32.27
	General Liability Insurance	1.98%	338,445	0.78
	Builder's Risk*	2.33%	2,150,310	4.93
	Building Permit	0.00%	0	0.00
	Public Construction Bond*	0.58%	646,016	
	Sub Default Program Rate*	1.50%	211,283	0.48
	Business License	0.01%	0	0.00
	Dunn Dashboard	0.10%	0	0.00
	Construction Contingency	2.00%	0	0.00
	Fee	4.50%	784,423	1.80
	Total		**$18,216,036**	**$41.74**

Skin/Floor Area Ratio	#VALUE!	Total Skin Cost/Contact Area	$0.00 /SF
Glass/Skin Area Ratio	6%	Skin Cost/Bldg Area	#VALUE! /SF

Item	Description	Unit	Quantity	Price	Amount	QuantF	Prod
6	**Structure**						
	Conc Trade Partner Estimates						
03 00 00	03A - Concrete	LS	1	6,765,000	6,765,000		
	Steel Trade Partner Estimates						
05 12 00	05A - Structural Steel	LS	1	7,320,559	7,320,559		
	Total				14,085,559	**$44.89**	

Item	Description	Unit	Quantity	Price	Amount	QuantF	Prod

Item	Description	Unit	Quantity	Price	Amount	QuantF	Prod

Item	Description	Unit	Quantity	Price	Amount	QuantF	Prod

Item	Description	Unit	Quantity	Price	Amount	QuantF	Prod

Item	Description	Unit	Quantity	Price	Amount	QuantF	Prod

J.E. Dunn - Builder's Risk

Builder's Risk

QUOTE EXPIRES: 8/15/2023 Rates, limits & deductibles cannot be guaranteed after this date.

SE Toyota - Blount Island #23012000

Project data	$111,580,180		Total Project Value
	16.6-month(s)		Project Duration; Coverage Term: 08/15/23 to 12/31/24
	Project Address:		8975 Dave Rawls Rd, Jacksonville, FL 32226
Description / scope	New distribution center for SE Toyota.		
Earthquake zone	**Low Hazard**		EQ Hazard Group 4
Flood zone	**High Hazard**		Flood Level 2 / Zone X (on island with 0.2 meters elevation)
Named storm zone	**High Hazard**		NWS Hazard Group 2
Maximum Limit of Liability (MLL)	$111,580,180	(1)	New Construction
	n/a	(2)	not applicable
	n/a	(3)	not applicable
	$111,580,180		**Maximum limit of liability per occurrence**
Catastrophe sublimits	**$111,580,180**		Earth movement - annual aggregate
	$75,000,000		Flood- annual aggregate
	$25,000,000		Named windstorm (NWS) & storm surge - per occurrence
Sublimits	$111,580,180		Physical damage
NOTE: Sublimits are part of, not in addition to, the maximum limit of liability, and do not increase applicable catastrophe sublimits shown above.	$2,500,000		Architects and engineers fees
	$250,000		Claims preparation costs
	25% of loss		Contractor's extra and expediting expense (25% of covered loss up to $15M)
	$1,000,000		Damage to existing property (limited)
	25% of loss		Debris removal (25% of covered loss up to $15M)
	$1,500,000		Delay in completion / soft costs
This is an abbreviated list of sublimits. A full listing of applicable sublimits will be made available upon request.	$10,000,000		Ordinance or law/demolition & increased cost of construction
	$500,000		Pollution and contamination clean-up (limited) - annual aggregate
	$500,000		Property protection expense - pre-loss
	$10,000,000		Temporary offsite locations - any one location
	$10,000,000		Transit - any one conveyance
	$1,000,000		Valuable papers and records
Deductibles	$25,000		Physical damage, except:
	$25,000		Earth movement
	$100,000		Flood - increased due to high hazard flood zone
	5% VARTOL		Named windstorm - increased due to high hazard NWS zone
	$50,000		Water damage other than flood
	16.6 days		Delay in completion waiting period
Rates	0.0522	(1)	NC/New Construction — Included — Earth Movement
NOTE: Annual rates, unless noted otherwise.	n/a	(2)	not applicable — 0.0275 — Flood
	n/a	(3)	not applicable — 0.0440 — NWS (monthly rate)
Pro-rata/wind months	1.3810		Pro-rata — 9.5 Number of NWS months
Primary Builders Risk Term Premium	$589,216	(1)	New Construction
	$0	(2)	not applicable
	$0	(3)	not applicable
	$589,216		**Total Primary Builder's Risk Term Premium**
Supplemental Coverage*	**$965,000**		**Additional cost increase NWS limit to $111,580,180**
			$86,580,180 xs of $25,000,000 per occurrence; term aggregate limit
	$150,000		**Additional cost increase Flood limit to $111,580,180**
			$36,580,180 xs of $75,000,000 per occurrence; term aggregate limit
			(MID-TERM PURCHASE AVAILABLE)
	$895,000		**Additional cost to reduce NWS deductible to $250k flat**
			$5,329,009 xs of $250,000 term aggregate limit
TOTAL COST	**$2,599,216**		**Primary Builder's Risk Term Premium (w/o terrorism) + Supplemental Coverage**

This indication is based on information provided at the time of quote. Changes in value, scope, or dates could affect indicated pricing and/or coverage. Policy ter

Builder's Risk Total

J.E. Dunn - Builder's Risk

Cost to add terrorism	***$17,676***	***Not included in total cost shown above***

**Supplemental coverage charges include surplus lines tax, and premium is 100% minimum earned*

PCI Transactions - Google Chrome

cmicprod.jedunn.com/cmicprod/PmOwnerJSQuery/ShowPCITran.do

Send To Spreadsheet | Close

CATEGORY

Company 20 | Job 23012000 | Phase 01602 | Phase Name BLDRS RISK/DIC INSURANCE | Category MA | Category Name Material

PCI TRANSACTIONS

Type	PCI Code	PCI Description	Status	Reference Date	Post Date	Budgeted Quantity	WM	Budgeted Amount	Billing Amount	Vendor	Contract	SC Change	Task Id
EXT	0001	GMP Package #01	APPROVED	05-12-2023	06-27-2023		EA	360,236.00	360,236.00				
EXT	0002	GMP Package #02	APPROVED	07-25-2023	09-13-2023		EA	88,670.00	88,670.00				
Total (2 rows)								448,906.00	448,906.00				

Previously Approved Amount

$2,599,216 - $448,906 = $2,150,310.00

Builder's Risk Total for GMP Package #03 - - NOTE: This is based off a projected GMP total of $111,580.180

William Henry
AGENCY, LLC

Invoice No. 1632-000

INVOICE

Customer

Name	JE Dunn Construction Company
Address	24 Drayton St, Suite 400
City	Savannah State GA ZIP 31401
Region	East

Misc

Invoice Date	7/21/2023
Bond Eff Date	7/5/2023
Bond Exp Date	3/1/2025

	Description		Amount
	Project Name:	AE-1830 Term Development	
	Project Number:	23012000	
	Requested By:	Jeff Gazaway	
	Bond Type:	Performance	
	Bond Description: Pubic Construction Bond		
	Contract Amount:	$ 114,000,000.00	
	Total Premium Due:	$ 646,016	$ 646,016
	Prior Premium Due:		$ -
		TOTAL	$646,016

Construction Bond for GMP Package #03 - - NOTE: This is based off a projected GMP total of $114,000,000

Misc. Detail

Office Use Only

Please remit payment to William Henry Agency, LLC,1001 Locust Street Kansas City, MO. 64106, 816-268-0600
bonds@williamhenryagency.com

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

AC-2023-09-25-01		09/25/2023
Reference No.	File	Date

SUBJECT: BIMT Wharf Rehabilitation Phase II
JPA Project No.: B2019-08 JPA Contract No.: C-1436C CO# 12 v2 FINAL
Manson Construction Company

COST: $-547,081.44 ☒ **BUDGETED** ☐ **NON-BUDGETED**

BACKGROUND:

This Award is a final Change Order for close out of the above-referenced project that includes a deduction of $547,081.44 from the current contract amount.

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 project was a budgeted capital item for FY 23, and will be funded with 75% FDOT funds, and 25% JAXPORT funds.

RECOMMENDATION:

Management recommends that the Board of Directors approve the issuance of Change Order No. 12 to Manson Construction Company in the deductive amount $547,081.44 for close out of the BIMT Wharf Rehabilitation Project (Phase II). The total contract cost, including this Change Order is $29,000,000.00.

AC-2023-09-25-01

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: Settlement Agreement between Manson Construction Company and JAXPORT
Change Order #12
Application for Payment #40

ORIGINATED BY:

James G. Bennett, PE
James G. Bennett, PE (Sep 25, 2023 15:03 EDT)
James Bennett, PE, Chief Operating Officer

SUBMITTED FOR APPROVAL

Brian Simmons
Brian Simmons (Sep 25, 2023 15:39 EDT)
Brian Simmons, Director, Procurement Services

AWARDS COMMITTEE ACTION

APPROVED

APPROVED/REJECTED/DEFERRED

CONDITIONS OF APPROVAL (IF ANY):

Retta Rogers
Retta Rogers (Sep 25, 2023 15:43 EDT)
Retta Rogers, Secretary to Awards Committee

Beth McCague
Beth McCague (Sep 25, 2023 15:50 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 (Sep 25, 2023 15:56 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

SETTLEMENT AGREEMENT
AND MUTUAL RELEASE

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE (this "Agreement") is made and entered into as of the Effective Date (as defined herein), by and between Jacksonville Port Authority ("Owner"), and Manson Construction Co. ("Contractor"). Owner and Contractor are sometimes collectively referred to herein as the "Parties," and each, individually, as a "Party."

RECITALS:

WHEREAS, Owner and Contractor entered into that certain Agreement Between Owner and Contractor, Contract Number C-1436C, dated October 1, 2018 (the "Contract") for the construction and related services for the BIMT Wharf Rehabilitation – Phase 2, Blount Island Marine Terminal (the "Project"), located at Berths 33 and 34;

WHEREAS, the Contractor has submitted change order requests;

WHEREAS, the Parties are currently in dispute as to the amounts that may be owed to Contractor by Owner related to and/or under the Contract;

WHEREAS, the Parties are currently in dispute as to which Party caused delays to the Project as well as the number of days of delay caused by each;

WHEREAS, the Parties are currently in dispute as to the amounts that may be owed to Owner by the Contractor for liquidated damages and other amounts related to the Contract; and

WHEREAS, without any admission of liability, the Parties desire to liquidate and agree to the final Contract Sum, the final Contract Time, and the final amount due to be paid to Contractor under the Contract, and further desire to settle, compromise, and resolve all claims in relation to the Project and the Contract, as well as to otherwise close out the Contract on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged, and with the intent to be legally bound, the Parties hereby agree as follows:

1. Recitals and Terminology: The Parties agree that the foregoing recitals are true and correct and incorporated herein by this reference. Each capitalized term used herein shall have the same meaning ascribed to it in the Contract unless a different meaning is ascribed to such capitalized term.

2. Final Payment: The Parties acknowledge, stipulate and agree that the final Contract Sum is $29,000,000.00. The Parties also acknowledge, stipulate and agree that Substantial Completion of the Contract occurred on June 16, 2022, that the Final Contract Time is extended to be 1,292 calendar days, and the Contractor timely completed the Contract. The unpaid balance of the Contract Sum owed to Contractor on the Contract is Two Million, Eight Hundred

Thirty Three Thousand, One Hundred Seventy Nine and 17/100 Dollars ($2,833,179.17), which is referred to as the "Final Payment." The Parties shall execute a mutually agreed Change Order to adjust the Contract Sum and the Contract Time to the final amount as stated herein ("Final Change Order"). Owner agrees to pay and Contractor agrees to accept the Final Payment under the terms herein as a complete settlement, satisfaction and accord of all amounts owed or claimed to be owed to Contractor for its performance of the Contract and all labor, materials, equipment, and services Contractor performed or caused to be performed in connection with the Project. In exchange for the Final Payment Contractor releases any and all claims that arise out of or are related to any outstanding change order requests.

3. **Time and Finality of Payment:** Owner shall pay the Final Payment to Contractor, in U.S. funds, no later than September 30, 2023, provided that all Conditions Precedent set forth in Section 5 have been met. Contractor acknowledges, stipulates and agrees that: (i) the Final Payment is the only remaining compensation that Contractor is entitled to receive from Owner under the Contract in exchange for Contractor's complete and proper performance of its obligations under the Contract; and (ii) except to the extent set forth in the Final Change Order, Contractor is not entitled to any further adjustments to the Contract Sum or the Contract Time on account of, or by reason of, any Work that Contractor performed (or caused to be performed) or labor, materials, equipment or services that Contractor furnished (or caused to be furnished) under the Contract.

4. **Mutual Release:** Upon Contractor's receipt of the Final Payment, each Party, for itself and on behalf of its past, present, and future officers, directors, shareholders, employees, members, managers, partners, affiliates, assigns, insureds, agents, heirs, administrators, servants and legal representatives, hereby releases, quits, satisfies, waives, settles, compromises, covenants not to sue, and forever discharges the other Party and its heirs, executors, legal representatives, predecessors, assigns, beneficiaries, partners, members, managers, administrative members, joint ventures and venturers, sureties, stockholders, shareholders, predecessor-, successor-, affiliated-, subsidiary-, and parent-companies (and the officers, directors, and employees of such companies), officers, directors, agents, employees, attorneys, and insurers from any and all manner of past, present and future claims, actions, causes and causes of action, suits, lawsuits, debts, dues, duties, sums of money, obligations, liquidated damages, accounts, reckonings, bonds, bills, specialties, covenants, contracts, liens, controversies, assessments, penalties, charges, injuries, variances, trespasses, judgments, executions, liabilities, responsibilities, and demands whatsoever, whether in law or in equity, whether sounding in tort, contract, warranty, indemnity, contribution, subrogation or otherwise, for damages, losses, costs, and expenses (including attorneys' fees, court costs, and other legal expenses), which either Party ever had or now has against the other Party, from the beginning of the world, arising out of, relating to, or in any way connected with, the Contract, the Work, or in any way relating to the Project. The Parties expressly agree that this Agreement constitutes a full and final settlement and release of all past, present and future claims.

5. **Conditions Precedent to Owner's Payment of the Final Payment:** Owner's obligation to pay Contractor the Final Payment shall not arise unless and until the following conditions precedent are satisfied (each a "Condition Precedent" and collectively, the "Conditions Precedent"):

(i) Contractor executes and delivers to Owner a Contractor's Final Payment Affidavit in proper form, certifying that all Work under the Contract has been fully completed and that all subcontractors, suppliers, materialmen, lienors and others who have provided goods or services, etc. have been paid in full; and

(ii) Both Parties have fully executed this Agreement as well as the Final Change Order.

6. **Adequate Consideration, Fair and Reasonable:** The Parties acknowledge and agree that this Agreement is fully and adequately supported by consideration and is fair and reasonable. The Parties further acknowledge and agree that:

(i) each Party has had the opportunity to consult with, and has in fact consulted with, such professionals, experts and legal counsel of its choice as such Party may have desired;

(ii) each Party has participated fully in the negotiation and preparation of this Agreement; and

(iii) each Party has carefully reviewed this Agreement and is entering into same freely.

7. **Confidentiality:** The Parties, including their representatives and attorneys, agree to keep this Agreement and its terms confidential and not disclose to others, unless required by law after providing the opposing Party with a sufficient opportunity to object. In the event either Party breaches this obligation, the non-breaching Party may seek an injunction or other equitable relief for such violation without posting a bond as well as any other claims or causes of action available under applicable law. The Parties waive any right to argue there is an adequate remedy at law in any such injunction or equitable proceeding.

8. **Non-Disparaging Remarks:** The Parties agree that they will not defame, disparage, or impugn each other, by written or oral word, gesture, or any other means, nor will they make any disparaging or negative comments about each other, to any person or entity.

9. **Non-Admission Clause:** This Agreement represents a compromise and settlement and nothing herein shall be deemed to be an admission of fault and/or liability on the part of either Party.

10. **Voluntariness:** Contractor and Owner each independently acknowledge that they have executed this Agreement without force or coercion, and with a full understanding of the terms set forth herein. Contractor and Owner acknowledge that each has been specifically advised to consult with an attorney prior to signing this Agreement. Contractor and Owner acknowledge that they have, in fact, been represented by independent legal counsel of their own choice throughout all of the negotiations preceding the execution of this Agreement and that they have executed this Agreement after consultation with such independent legal counsel. Contractor and Owner further acknowledge that they have had

all of the provisions of this Agreement explained by their respective attorney, who has answered any and all questions asked with regard to the meaning and legal effect of any of the provisions thereof, and that they fully understand the terms and legal effect of this Agreement.

11. **Authority to Execute:** The individuals executing this Agreement on behalf of the Parties have the requisite capacity, power, and authority to execute and bind such Party to this Agreement, and to perform all obligations hereunder.

12. **Severability:** In the event that one or more terms or provisions of this Agreement are found to be invalid or unenforceable for any reason or to any extent by a court of competent jurisdiction or by operation of any applicable law, each remaining term and provision shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law, unless such severance should materially affect the intent of the Parties in entering into this Agreement.

13. **Entire Agreement:** This Agreement constitutes the complete understanding of the Parties hereto and supersedes any and all prior agreements, promises, representations, or inducements, whether oral or written, concerning its subject matter. The terms of this Agreement are contractual and shall survive the execution of this Agreement. No promises or agreements made subsequent to the execution of this Agreement by these Parties shall be binding unless reduced to writing and signed by an authorized representative of each Party.

14. **Amendments:** No modification, amendment, or waiver of any provision of this Agreement, nor consent to any departure by any Party therefrom, shall in any event be effective unless the same shall be in writing and signed by the Parties, and same shall be effective only in the specific instance and for the specific purpose for which given.

15. **Binding Effect:** This Agreement shall be binding upon and shall inure to the benefit of the Parties to this Agreement and their respective personal representatives, heirs, successors, and assigns.

16. **Construction:** The Parties agree to waive any and all rights and to apply in the interpretation of this Agreement the rule of construction that any ambiguities are to be resolved against the drafter of this Agreement. This Agreement is to be treated as if the Parties had jointly conceived and drafted the Agreement.

17. **Governing Law/Venue:** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any claim or dispute arising out of, relating to, or in any way connected with this Agreement must be adjudicated by litigation before a court of competent jurisdiction located in Duval County, Florida and the Parties expressly consent to such sole and exclusive jurisdiction and venue and waive all objections to such sole and exclusive jurisdiction and venue.

18. **Enforcement:** In the event any Party initiates any action, or motion, to enforce the terms of this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs.

19. **Counterparts:** This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which shall constitute one single Agreement. Faxed transmissions and/or copies of the signature block shall be deemed enforceable. This Agreement may be amended, revoked, changed, or modified only upon a written agreement executed by all of the Parties hereto, or their respective attorneys, administrators, trustees, personal representatives, and/or successors.

20. **Waiver:** No waiver of any provision of this Agreement will be valid unless it is in writing and signed by the Party against whom such waiver is charged.

21. **Headings:** The headings of the paragraphs herein are intended solely for convenience and reference and shall not control the meaning or interpretation of any of the provisions of this Agreement.

22. **Miscellaneous:** Each Party represents and warrants to the other Party that it has not assigned, transferred or conveyed to any other entity, in direct or indirect manner, any claims, rights or interests released under this Agreement. Further, each Party hereto shall cooperate, shall take such further action and shall execute and deliver such further documents as may be reasonably requested by any other Party in order to carry out the provisions and purposes of this Agreement.

23. **Effective Date:** The term "Effective Date" means the date this Agreement becomes effective and binding upon the Parties, which date shall be the date this Agreement is signed by the last Party to sign it (as indicated by the date below such Party's signature).

SIGNATURES PAGES TO FOLLOW
REMAINDER OF PAGE INTENTIONALLY BLANK

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the Effective Date, and this Agreement is effective and binding upon the Parties as of the Effective Date.

OWNER:

_____

By: _____
Print Name: _____
Date: _____

STATE OF _____)
) ss.
COUNTY OF _____)

BEFORE ME, the undersigned authority, duly authorized to administer oaths and take acknowledgments, personally appeared _____, who after being duly sworn deposes and states that he has read the foregoing Agreement, has signed his name thereto, understands the contents thereof, and that he executed the same for the purposes therein expressed.

Sworn to and Subscribed before me, at the County and State aforesaid, this _____day

of _____, 2023.

_____

Notary Public - State of _____

_____
Typed Name of Notary

My Commission Expires:
Serial No., if any: _____

____ Personally Known or
____ Produced Identification

_____
type of identification
____ Did Take An Oath

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the Effective Date, and this Agreement is effective and binding upon the Parties as of the Effective Date.

CONTRACTOR:

Manson Construction Co., a
Washington corporation,

By: _____
Name: John A. Holmes
Title: President & CEO
Date: September 21, 2023

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

The foregoing instrument was acknowledged before me this 21st day of September, 2023, by John A. Holmes, as President and CEO of Manson Construction Co., on behalf of said company. He is [X] personally known to me or [ ] presented a _____ as identification and did [ ] did not
[ ] take an oath.

SHANNON M DEMPSEY
Commission Expires 04-17-2024
NOTARY PUBLIC
License Number 158971
STATE OF WASHINGTON

_____
Name: Shannon M. Dempsey

Notary Public, State of WA

_____
Commission No. 158971

_____
My Commission expires 04/17/2024
Residing in Lake Stevens

ADMIN 690279032v1

Contract Change Order

JAXPORT
JACKSONVILLE PORT AUTHORITY

Commitment Change Details

Project: Rehabilitate Wharf Structures - Phase 2
2831 Talleyrand Ave.
Jacksonville, FL 32206

Project #: B2019-08

Jacksonville Port Authority
Tel: (904) 357-3001
Fax: (904) 357-3007

Date: 09/21/2023
To Contractor: Manson Construction Co.
5985 Richard St.
Jacksonville, FL, 32256

Architect's Project No:
Contract Date: 10.01.2018
Contract Number: C-1436C
Change Order Number: **12 v2 Final**

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

This change order represents full and final contract resolution per the terms, conditions, descriptions and quantifications contained within the executed Settlement Agreement and Mutual Release and Certificate of Contract Completion and Contractor's Affidavit to Owner, which are attached here and made part of this document.

The original Contract Sum was.....	$51,021,172.00
Sum of changes by prior Contract Change Orders.....	$1,031,636.95
FINAL Value of TSPO Material Credits.....	($22,505,727.51)
The Contract Sum prior to this Contract Change Order was.....	$29,547,081.44
The Contract Sum will be changed by this Contract Change Order in the amount of	($547,081.44)
The new Contract Sum including this Contract Change Order will be.....	$29,000,000.00
The Contract Time will be changed to a combined total of.....	1,292 Days
The FINAL Substantial Completion date as of this Contract Change Order is.....	June 16th 2022

Jacksonville Port Authority	Manson Construction Co.
Eric B. Green CEO Eric B. Green Eric B. Green (Sep 25, 2023 15:56 EDT) Sep 25, 2023	SUBCONTRACTOR/VENDOR 5985 Richard Street, Suite 1 Jacksonville, FL 32216 By: John A. Holmes, President & CEO Signature: Date: September 21, 2023

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JACKSONVILLE PORT AUTHORITY

SUMMARY AND CERTIFICATION
APPLICATION FOR PAYMENT NO. **40 - FINAL**

PROJECT NAME: **BIMT WHARF REHABILITATION PHASE 2**
PROJECT LOCATION: **BIMT BERTHS 33 & 34**
JPA CONTRACT NO: **C-1436C**
CONTRACTOR: MANSON CONSTRUCTION Co.
APPLICATION PERIOD: **July 1, 2022** TO: **September 30, 2023**

DATE: **9/22/23**
A/E PROJECT NO.:

1. ORIGINAL CONTRACT SUM	$	51,021,172.00
2. MODIFICATION BY CHANGE ORDERS (THRU C.O. #12 v2)	$	484,555.51
3. LESS: Purchase Orders issued by JPA for material selected for tax savings	$	
4. LESS: State and Local Tax savings on material purchase orders	$	
5. LESS: TOTAL PURCHASE ORDERS & TAX SAVINGS (Line 3 plus Line 4)	$	(22,505,727.51)
6. CURRENT CONTRACT VALUE	$	29,000,000.00
7. TOTAL COMPLETED & STORED TO DATE	$	29,000,000.00
8. RETAINAGE WITHHELD:		
_____% of Completed Work	$	-
_____% of line 7)	$	
10. TOTAL EARNED LESS RETAINAGE WITHHELD	$	29,000,000.00
11. LESS PREVIOUS PAYMENTS RECEIVED	$	(26,166,820.34)
12. AMOUNT DUE THIS PAYMENT	$	**2,833,179.66**

SUMMARY OF APPROVED CHANGE ORDERS

No.	Date Appd.	Value (+ -)

TOTALS: $

SUMMARY TAX SAVING'S PURCHASE ORDERS

No.	Date Appd.	Value (+ -)

TOTALS: $

CONTRACTOR'S CERTIFICATION

The undersigned CONTRACTOR certifies that: (1) all items and amounts shown above are correct; (2) all Work performed and materials supplied fully comply with the terms and conditions of the Contract Documents; (3) all previous progress payments received from JAXPORT on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment; (4) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to JAXPORT at time of payment free and clear of all liens, claims, security interests and encumbrances; and (5) if applicable, the CONTRACTOR has complied with all provisions of Article V of the Specification documents including the payment of a pro-rata share to JSEB, MBE, WBE, DBE and/or SBA Firms of all payments previously received by the CONTRACTOR.

State of Florida, County of Duval
Subscribed and sworn to **before me this**
21st **day of** September 2023
By: Mark Openshaw
Title: Vice President Date: 09/21/2023
who is/are personally known to me or has/have produced
_____ (type of identification)
as identification.
Notary Signature:
Commission No.: # HH 065898
(Name of Notary typed, Printed or Stamped) Catherine Yatko Hubbard
My Commission Expires: Nov 22, 2024 -(SEAL ABOVE)

BY THE OWNER'S CONSULTANT
I hereby certify that, to the best of my knowledge, and belief, based in part on actual site observations, the Contractor has satisfactorily completed the work represented in this Application for Payment in accordance with requirements of the contract documents, and payment of the current amount due to the Contractor is recommended.

Firm:-_____

By:-_____

Title: Date:_____

JPA APPROVAL FOR PAYMENT

By:_____

Date:_____

Project Acct :_____
FORM AFP-1

CATHERINE YATKO HUBBARD
Notary Public - State of Florida
Commission # HH 065898
My Comm. Expires Nov 22, 2024
Bonded through National Notary Assn.

R/08/06

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 Last CO #04 01/06/2023	$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 Last CO #11 09/19/2022	$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 berth. Substantial completion was June 16. 2022. Manson has submitted their final change orders for review and final claim. JAXPORT is reviewing and negotiating change orders with Manson.
2	MC-1611A	Pile Cap & Beam Rehab TMT	Underwater Mechanix, Inc	Facilities Wide Underwater Pile Cleaning	$877,182	$0	$877,182	$111,067	$766,115	$0	UMX was awarded the contract to clean piles at TMT Berth 6. NTP issued as of April, 17, 2023. UMX has mobilized, started and continues cleaning piles at TMT Berth 6.
	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. JACOBS has not been mobilized yet, until a reasonble amount of piles is cleaned by UMX (MC-1611A).
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 continues inspection of underdeck concrete repairs (Phase 4 at TMT).
	C-1588A		Southern Road & Bridge LLC	Rehabilitate Underdeck Concrete Phase 4	$2,143,244	$887,876 Last CO #03 05/25/23	$3,031,120	$2,153,030	$878,090	$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 schedules.
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 Last CO #06 02/14/22	$1,745,473	$1,455,346	$290,127	$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 Last CO #01 06/20/23	$8,614,619	$5,150,631	$3,463,988	$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 completed installation of geotextile and has continued the dike walls construction by hauling suitable material from Cell A..
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 Last CO #01 05/10/22	$3,465,667	$1,396,309	$2,069,358	$0	Program management services are being performed to manage the contractors work and progress.

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
	C-1772		Superior Construction Company Southeast, LLC	SSA JCT Container Yard Improvements	$48,876,120	$1,692,671 Last CO #09 08/06/23	$50,568,791	$ 30,158,334.81	$20,410,456	$0	NTP for Construction was issued on 1/10/22. Phase 3 East and Phase 3 West are Substantially Complete. Phase 4W ha sbeen determined Substantially Completed. Substantial Completion of Phases 4E and 4W have been issued. NTP's have been issued for Phases 5A and 6B.
6	AE-1830	Auto Processing Facility Development - SET	JE Dunn Construction	Terminal Development for SET - CM at Risk	$700,000	$22,835,671 Last CO #03 9/7/23	$23,535,671	$1,425,178	$22,110,493	$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 been advertised, has being awarded, and construction is ongoing. GMP # 3 (Steel and Concrete) was advertised, and bids were received. GMP # 3 is under evaluation for award.
7	AE-1806A	DPMT Shoreline Protection Design & Construction	Taylor Engineering	Engineering Services During Construction DPMT Shoreline Construction	$106,764		$106,764	$62,389	$44,375	$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	$595,135	$1,599,330	$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 demolition/construction work. Construction works have started: temporary sheet piles are installed, bedding stone is being installed, geotextile is being installed, armor rock material is being delivered and installed.
8	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 Consruction 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 continued construction works for Phase 1 and Phase 2 (most of drainage structures are installed).

Financial Highlights: August 2023

REVENUES

August's Revenue at $5.449 million is ahead of plan by approximately $560 thousand. This result was driven primarily by stronger than budgeted Cruise and Container revenues. Cruise, at $549 thousand, surpassed budget by $310 thousand as the Carnival Elation continues to sail at well over 100% capacity. Container revenues exceeded budget by $180 thousand, or 7%, even though TEU's were short of plan by 2%. This is the result of volume that has continued to shift from the Dames Point terminal to the Blount Island terminal where contractual terms are more favorable to JAXPORT.

After last month's outperformance, revenues from Autos came in slightly below budget; however, they remain over $500 thousand ahead for the year. Dry Bulk had a strong month, at $105 thousand ahead, offsetting $28 thousand in collective underperformance in Break and Liquid Bulk for the month, matching each category's general trends for the year.

Investment income at $375 thousand continues ahead of plan as a result of interest earnings in excess of 4% on higher-than-expected balances. The favorable variance from our conservative budget is $350 thousand for the month.

EXPENSES

Operating Expenses continue to be well-controlled at $422 thousand favorable variance to budget for the month and over $1 million FYTD. Nearly all categories were below budget for July with one exception in the salaries and benefits line due to timing of leave accruals. This category continues to carry a strong favorable variance for the year. Berth Maintenance Dredge expense was below budget, at $0 for the month, as the contractor operated at the Dames Point terminal where this expense is contractually covered by the tenant. We continue to expect a negative variance for the year in this category and expect dredge expenses to pick back up in September as the contractor proceeds to the Talleyrand terminal. After last month's jump in security expenses related to required security for the crane deliveries, this category had a favorable month and is now only slightly over for the year. Certain of the crane-related security services will continue through the ninety-day crane commissioning process. These fees are billed back to the tenant owner of the new cranes.

In light of the above-referenced positive variances in both revenues and expenses, Income Before Depreciation at $2.331 million, represents a $1.619 million favorable variance for the month, contributing to strong year-to-date financial and operating performance.

YEAR-TO-DATE

We continue on track to exceed budget in Operating Revenue. Through eleven months, we report $59.686 million against a budget of $54.030 million. All categories, with the exception of Breakbulk and Liquid Bulk, are ahead of plan with Cruise leading the way. Operating Expenses remain under budget, currently showing a $1.078 million favorable variance to plan. Total Income Before Depreciation is $20.161 million, $11.280 million ahead of plan. $5.656 million of this variance is generated from strong Operating Revenues, $1.078 million from favorable operating expense variance and $2.737 million from overage in Investment income and Shared Revenue from the City.

BALANCE SHEET

We continue to report a stable balance sheet with strengthening cash balances. At August 31, we were holding $35 million of the Harbor Deepening Refund as we work through the repayment processes with the State and City on their share of the refund. In early September, a $10 million payment was made to FDOT after finalizing necessary documentation, which will show on September's report. The Restricted Cash Accounts showed a slight decrease to $61.6 million from $64.2 million in August as we periodically pay invoices from tenant contributed funds on their construction projects.

CONCERNS

No concerns at this time.

VITAL STATISTICS

AUGUST FY2023 - Cargo Performance

CARGO INDICATORS

				VARIANCE		YEAR-TO- DATE			VARIANCE	
	Actual	Budget	Prior	Budget	Prior	Actual	Budget	Prior	Budget	Prior
Vessel Calls	136	130	143	5%	-5%	1,433	1,430	1,434	0%	0%
Total Tons	959,655	868,954	910,893	10%	5%	**9,596,920**	**9,558,494**	**9,160,664**	0%	5%
Total Revenue	$5,449,490	$4,889,833	$5,468,747	11%	0%	$59,686,349	$54,030,738	$56,223,743	10%	6%

OPERATING REVENUE / STATISTICS

				VARIANCE		YEAR-TO- DATE			VARIANCE	
	Actual	Budget	Prior	Budget	Prior	Actual	Budget	Prior	Budget	Prior
Container Revenue	$2,582,637	$2,403,085	$2,635,672	7%	-2%	$26,808,280	$26,071,595	$27,272,673	3%	-2%
Container TEU's	**115,102**	**117,463**	**117,136**	-2%	-2%	**1,198,740**	**1,292,097**	**1,199,105**	-7%	0%
ICTF Rail Lifts	**1,747**	**1,500**	**3,178**	16%	-45%	**18,586**	**16,500**	**28,198**	13%	-34%
Auto Revenue	$1,094,601	$1,155,656	$1,208,432	-5%	-9%	$13,248,626	$12,712,216	$13,882,320	4%	-5%
Auto Units	**36,070**	**45,833**	**41,294**	-21%	-13%	**460,825**	**504,167**	**503,792**	-9%	-9%
Military Revenue	$153,463	$58,333	$78,331	163%	96%	$1,237,249	$641,663	$498,763	93%	148%
Breakbulk Revenue	$442,894	$455,043	$501,042	-3%	-12%	$4,678,330	$5,005,473	$5,441,100	-7%	-14%
Breakbulk Tons	**87,182**	**90,343**	**85,591**	-3%	2%	**803,604**	**993,773**	**912,162**	-19%	-12%
Liquid Bulk Revenue	$123,197	$139,631	$130,240	-12%	-5%	$1,312,722	$1,535,941	$1,383,954	-15%	-5%
Liquid Bulk Tons	**30,352**	**36,735**	**33,900**	-17%	-10%	**355,628**	**404,089**	**388,843**	-12%	-9%
Dry Bulk Revenue	$273,000	$167,755	$217,771	63%	25%	$2,435,227	$1,845,305	$2,033,860	32%	20%
Dry Bulk Tons	**217,878**	**47,677**	**109,411**	357%	99%	**1,493,872**	**524,451**	**767,001**	185%	95%
Cruise Revenue	$549,365	$239,230	$359,068	130%	53%	$6,052,637	$3,236,445	$2,223,620	87%	172%
Cruise Passengers	**18,722**	**10,676**	**13,993**	75%	34%	**176,328**	**117,436**	**76,945**	50%	129%
Total Cargo Revenue	$5,219,157	$4,618,733	$5,130,556	13%	2%	$55,773,072	$51,048,638	$52,736,289	9%	6%
Other Revenue	$230,333	$271,100	$338,190	-15%	-32%	$3,913,277	$2,982,100	$3,487,453	31%	12%

Jacksonville Port Authority
Comparative Income Statement (Unaudited)
For the 11 months ending 08/31/2023

	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	2,582,637	2,403,085	179,552	2,635,672	26,808,280	26,071,595	736,685	27,272,673
AUTOS	1,094,601	1,155,656	(61,055)	1,208,432	13,248,626	12,712,216	536,410	13,882,320
MILITARY	153,463	58,333	95,130	78,331	1,237,249	641,663	595,586	498,763
BREAK BULK	442,894	455,043	(12,149)	501,042	4,678,330	5,005,473	(327,143)	5,441,100
LIQUID BULK	123,197	139,631	(16,434)	130,240	1,312,722	1,535,941	(223,219)	1,383,954
DRY BULK	273,000	167,755	105,245	217,771	2,435,227	1,845,305	589,922	2,033,860
CRUISE	549,365	239,230	310,135	359,068	6,052,637	3,236,445	2,816,192	2,223,620
OTHER OPERATING REVENUE	230,333	271,100	(40,767)	338,190	3,913,277	2,982,100	931,177	3,487,453
TOTAL OPERATING REVENUES	5,449,490	4,889,833	559,657	5,468,747	59,686,349	54,030,738	5,655,611	56,223,743
OPERATING EXPENSES								
SALARIES & BENEFITS	2,002,629	1,884,774	117,854	1,656,280	19,213,054	19,830,335	(617,280)	17,298,469
SERVICES & SUPPLIES	594,137	573,703	20,434	797,198	5,320,563	6,310,741	(990,178)	5,007,200
SECURITY SERVICES	383,451	415,587	(32,136)	374,410	4,588,226	4,571,457	16,769	4,056,053
BUSINESS TRAVEL AND TRAINING	17,861	46,691	(28,830)	19,398	374,117	513,601	(139,484)	280,045
PROMO,ADV,DUES & MEMBERSHIPS	27,896	55,345	(27,449)	47,565	529,628	608,795	(79,167)	604,815
UTILITY SERVICES	66,789	67,116	(327)	82,377	713,823	738,276	(24,453)	660,872
REPAIRS & MAINTENANCE	160,913	197,619	(36,706)	165,005	2,333,425	2,173,809	159,616	1,916,213
CRANE MAINTENANCE PASS THRU	(89,657)	(63,333)	(26,324)	(32,205)	(840,532)	(696,663)	(143,869)	(427,338)
BERTH MAINTENANCE DREDGING	-	416,735	(416,735)	154,811	5,331,575	4,584,085	747,490	4,641,857
MISCELLANEOUS	22,925	14,709	8,216	10,779	154,598	161,799	(7,201)	126,632
TOTAL OPERATING EXPENSES	3,186,944	3,608,946	(422,002)	3,275,618	37,718,477	38,796,235	(1,077,758)	34,164,818
OPERATING INC BEFORE DS AND DEPR	2,262,546	1,280,887	981,659	2,193,128	21,967,872	15,234,503	6,733,369	22,058,924
NON OPERATING INCOME								
INVESTMENT INCOME	375,464	25,001	350,463	48,797	2,554,446	275,011	2,279,435	77,346
SHARED REVENUE FROM CITY	854,884	800,926	53,958	827,765	9,268,247	8,810,186	458,061	8,955,689
TOTAL NON OPERATING ITEMS	1,230,347	825,927	404,420	876,562	11,822,692	9,085,197	2,737,495	9,033,035
NON OPERATING EXPENSE								
DEBT SERVICE	1,158,672	1,308,422	(149,750)	1,964,697	12,816,822	14,392,754	(1,575,932)	17,015,134
CRANE RELOCATION	-	87,500	(87,500)	-	800,900	1,050,000	(249,100)	252
OTHER NON OP EXPENSE	3,005	(428)	3,433	4,339	11,604	(4,708)	16,312	14,387
TOTAL NON OPERATING EXPENSE	1,161,677	1,395,494	(233,817)	1,969,036	13,629,326	15,438,046	(1,808,720)	17,029,773
INCOME BEFORE DEPRECIATION	2,331,216	711,320	1,619,896	1,100,655	20,161,239	8,881,654	11,279,584	14,062,186

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

	August 31, 2023	July 31, 2023	September 30, 2022
Current Assets			
Cash & cash equivalents	23,782	22,300	17,349
Restricted cash & cash equivalents	7,514	6,273	7,863
Accounts receivable, net	7,615	8,200	7,251
Notes and other receivables	61	61	120
Grants receivable	4,388	3,964	13,914
Inventories and other assets	2,493	2,545	2,077
Total Current Assets	45,853	43,343	48,574
Noncurrent Assets			
Restricted cash & cash equivalents	16,397	16,354	15,962
Restricted Cash for Cap Projects	61,685	64,196	28,629
Deferred outflow of resources	9,742	9,773	10,077
Capital Assets, net	833,888	829,866	856,329
Total Noncurrent Assets	921,712	920,189	910,997
Total Assets	967,565	963,532	959,571
Current liabilities			
Accounts payable	2,165	2,363	2,257
Construction accounts payable	2,500	2,784	3,139
Accrued expenses	1,159	960	683
Accrued interest payable	1,967	1,475	2,180
Retainage payable	4,286	3,752	3,620
Bonds and Notes Payable	8,036	8,036	8,036
Total Current Liabilities	20,113	19,370	19,915
Noncurrent liabilities			
Unearned Revenue	15,292	15,292	15,292
Accrued Expenses	2,959	2,832	2,290
Line of credit	2,920	2,920	10,749
Bonds and notes payable	197,858	197,874	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	245,468	245,357	260,837
Total Liabilities	265,581	264,727	280,752
Net Position	701,984	698,805	678,819

COMMERCIAL REPORT

September 2023

Containerized Cargoes

JAXPORT's containerized cargo volumes remain steady as we close out the final month (September) of our fiscal year. Total TEUs through August are remarkably close to last year's units (1,198,740 TEUS to date vs. 1,199,105 TEUs last year through August), and JAXPORT has comparatively fared well given the overall soft international containerized cargo market of 2023.

The National Retail Federation, which tracks import volumes into the 14 busiest North American ports, reports that all of the ports it monitors – including JAXPORT – have experienced year-over-year declines in container import volumes through the first eight months of the calendar year, a reflection of slack consumer demand. Jacksonville remains the best performer of this group, with imports down only 1 percent this year versus an industry average of minus 20 percent. (Note that year-over-year through August, import volumes at the ports of Charleston and Savannah are down 16 percent and 19 percent, respectively.)

Looking ahead, the Federation does not see the final quarter of 2023 rebounding as it anticipates a continued slowdown in the U.S. economy, impacting near-term port volumes. The Federation writes in its September 2023 report: *"Given the slow drawdown in retail inventory there is a possibility that the rising costs of goods and higher interest rates, particularly in the housing market, are easing into disposable income and creating a concern in consumers about the future. This will impact overall consumption, resulting in a further weakening of imports."*

Further, the Journal of Commerce (9/11/2023) reports that "*An analysis of U.S. federal data on inventories suggests soft U.S. import volumes will continue into the middle of 2024."*

Separately, the industry continues to watch water levels in the Panama Canal, which have dropped considerably due to the area's continued drought, which is expected to impact the Canal through at least the first part of 2024. The good news is that, to date, the Panama Canal Authority has been able to manage vessel traffic to avoid any appreciable negative impact to container shipping to and from U.S. East Coast, including Jacksonville.

Despite the recent lethargic demand for new volumes, JAXPORT has held its own in a large part thanks to our trade lane diversity and our continued aggressive push to shift volumes from less cost-effective ports. Our sales team is staying in front of all major ocean carriers and key shippers, working to retain and grow volumes across all trade lanes.

(…continued next page)

Foreign Trade Zone

Gildan, a large Canadian manufacturer of clothing, recently activated its Foreign Trade Zone in Jacksonville, making it our ninth active FTZ operator. Gildan first opened its 424,000-square-foot import distribution center in Jacksonville in 2018, and our sales team has since worked to expand its import cargo volumes at JAXPORT. Adding FTZ operational status gives Gildan additional incentive to retain and grow its import shipments from Southeast Asia into JAXPORT. Separately, two additional shippers, including one consumer retailer and one manufacturer, are in the process of activating their new FTZ designations in Jacksonville, and we will report details once those activations are final in the coming months.

Vehicle cargoes

Vehicle revenue is stable – four percent over budget through August – although unit volumes have not returned to pre-Pandemic levels. Complicating the recovery, on August 14, union workers at three U.S. auto plants went on strike, including those at a General Motors plant in Wentzville, Missouri; a Ford factory near Detroit; and a Stellantis Jeep plant in Toledo, Ohio. The strike is not expected to impact our vehicle volumes in a significant way because we handle only very small volumes of these vehicles, approximately five percent of our total annual volume. Most of our units are either imported vehicles manufactured outside the United States or exported previously owned (used) cars.

Still, the strike is another challenge to the return of U.S. import/export volumes, which are sluggishly recovering from supply chain issues began during the pandemic. Specifically, automakers and our processors report continued production and distribution challenges, despite some improvement over the last year. As previously discussed, JAXPORT vehicle volumes also are impacted by our taking acreage out of production this year at Blount Island to construct the new Southeast Toyota facility. Despite the tepid market and our construction work, we expect vehicle revenue to close out our fiscal year ahead of budget.

Other Volumes

Dry bulk volumes, largely comprising imported aggregates for road and other construction projects, have been strong this year. Our bulk facilities are handling almost twice as much volume this year as last year, and attendant revenues this fiscal year are running 32 percent over budget through August. The sharp gain helps to offset relatively modest breakbulk volumes – primarily forest products (breakbulk volumes were up 2 percent in August versus the same month last year). Our senior leadership continues to discuss plans to create new covered warehouse space to accommodate strong demand for breakbulk volumes, which have outstanding long-term growth potential.

Across all cargo types, the sales and marketing team remains aggressive in identifying and securing new revenue and volume opportunities.

end

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

AWARDS COMMITTEE ZOOM MEETING MINUTES
September 18, 2023

Awards Committee Attending

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

Other Attendees

James Bennett
Jose Vazquez
Kelsey Cox
Ellen Carmosino
James "Tripper" Jones
Patrick Gaccetta, CSM
Brad Chupp, SET
Mike McClung
Patrick "Joey" Greive
Sandra Platt
Jerrie Gunder
Jeff Price
Jeff Gazaway, JE Dunn

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

Item No. 1
AC2023-09-01
Terminal Development for SET – CM at Risk – Structural Steel and Concrete
JPA Project No.: B2022.11 JPA Contract No.: AE-1830 CO#4
JE Dunn Construction
$18,216,036

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

Item No. 2
AC2023-09-02
Media Buying Services
JPA Project No.: 190.5660 JPA Contract No.: 23-09
Daigle Idea Development, Inc. dba Daigle Creative
$75,000

A motion was made and seconded. Committee Member Chelsea Kavanagh recused herself from voting, two Awards Committee members voted unanimously to award this contract.

Item No. 3
AC2023-09-03
Debarment of Vendors

A motion was made and seconded. The Awards Committee voted unanimously to approve this debarment recommendation

The meeting was adjourned at 3:25 PM.

(Items 1 Requires Board Approval)

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AWARDS COMMITTEE ZOOM MEETING MINUTES
September 25, 2023

Awards Committee Attending

Ms. Beth McCague - Interim Chair
Ms. Chelsea Kavanagh
Mr. Joey Greive
Mr. Brian Simmons
Ms. Retta Rogers, Recording Secretary

Other Attendees

Sandra Platt
Ellen Carmosino
James Bennett
Kelsey Cox
Brenda DeWitt (via phone)

Beth McCague called the meeting to order at 12:30 PM

Item No. 1
AC2023-09-25-01
BIMT Wharf Rehabilitation Phase II
JPA Project G/L No.: B2019-8
JPA Contract No.: C-1436C CO #12 v2 FINAL
Manson Construction Company
($547,081.44)

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

This meeting was adjourned at 12:38 PM