Docusign Envelope ID: 8BE09F9B-BC4F-4D7C-AB91-F6193890B8BB

City of Jacksonville, Florida

Procurement Award Form (PAF)

Part 1 – Form Type: JPAC 126.204 (a) New Award, Renewals, Waive Technical Defects, Price Increases, NTE Increases.

Goods and/or Services: Mike McCue Bulkhead

Requested Action and Justification:

Recommend approval of Change Order #1 with Shoreline Foundation, Inc. for additional scope and fee to add a concrete curb along the length of the new bulkhead. Total increase amount is $105,243.00, for a new total not to exceed $2,067,796.00.

To be executed via formal change order through the Office of General Counsel.

Supplier:	Shoreline Foundation, Inc.	**Basis of Award:**	Highest Evaluated	**BID Opening Date:**	07/03/2025

POA #:	72290-26	**PO #:**	701293-26	**Change Order #:**	1
Solicitation #:	CB 16714 25	**Contract #:**	72290-26	**Contract ADM #:**	N/A
Term:	Project Completion	**Options:**	N/A	**Options Used:**	N/A

Federally Funded:	No	**JSEB Rec:**	Encouragement
Licenses Verified:	Yes	**JSEB %:**	0
Bonds Required:	No	**Bonds Waived Pursuant To:**	N/A

Fund:	33101	**Center:**	167101	**Acct:**	565030	**Proj:**	010593	**Activity:**	0000000000	$	105,243.00
Fund:		**Center:**		**Acct:**		**Proj:**		**Activity:**		$	
Fund:		**Center:**		**Acct:**		**Proj:**		**Activity:**		$	

New NTE/GMP:	$ 2,067,796.00	**Contingent Amt:**	$ 0.00	**DMP/ODPO Amt:**	$ 0.00

Using Agency/BU:	PWEN:ENGINEERING AND CONSTRUCTION MANAGEMENT			
Concurrence:	Signed by: Scott Carter, P.E. 8D991F9ADFC947E...	**Title:**	CHIEF OF ENGINEERING CONSTRUCTION MANAGEMENT	5/12/2026
Concurrence:	Signed by: Joseph, Daryl 09FF85FD2C5A429...	**Title:**	DIRECTOR OF PARKS, RECREATION, AND COMMUNITY SERVICES	5/13/2026
Concurrence:	Signed by: Nina Lucka 1EFA223D5D23487...	**Title:**	DIRECTOR OF PUBLIC WORKS	5/15/2026
Concurrence:		**Title:**		

Initial DT Initial Initial DT

Procurement Analyst/Buyer:	Signed by: Kemp, Benjamin 4C8860FACE2449C...	**Chief of Procurement:**	Signed by: B10F1D517352456...	5/19/2026
Name:	Kemp, Benjamin	**Name:**	Dustin L. Freeman	

Part 2 – JPAC Action: All award actions subject to lawfully appropriated funds.		**Part 3 – Final Awarding Authority Action:**	
Members who approve:		**Action:**	
Members who disapprove:		**Signature:**	
Date:		**Date:**	

Docusign Envelope ID: 8BE09F9B-BC4F-4D7C-AB91-F6193890B8BB

PAF Instructions
Part 1 (using agency)

Form Type: This form will be used for both Administrative Awards and JPAC Requests. Select type from dropdown options.

Goods and/or Services: Enter a brief description of the types of goods and services included in the request.

Requested Action and Justification: Enter a brief description of the requested action or authority being sought. i.e.; *Request permission to award the lowest, responsive responsible bidder for an ITB or award the highest ranked supplier for an RFP.* This block should also be used for additional information such as additional 4th account strings, or other information essential for contract execution.

Supplier: Enter awarded supplier name**.** If multiple, include in "Requested Action and Justification" box.

Basis of Award: Select from Lowest Price Technical Acceptable (LPTA), Highest Price Technical Acceptable (HPTA) or N/A.

Bid Opening Date: The date bids were unsealed by Procurement.

POA #: This is your 1Cloud generated Agreement number. Select Type, Enter Number.

PO #: Enter the PO number or agreement release number.

Change Order #: Provide the applicable change order number represented by this request.

Solicitation #: Select Prefix type, Enter Number, and Year.

Contract #: This number should be the same as your POA number (unless procured prior to 2020)

Contract Amendment #: Provide the applicable amendment number represented by this request.

Term: Select the Period of Performance or Term for the initial period.

Options: Period of time for each renewal or option.

Options Used: Prior to this request, enter how many options were already used.

Federally Funded: Select yes or no from dropdown if Federal Funds will be used.

JSEB Rec: Select Encouragement or JSEB Set Aside Option.

JESB %: If JSEB Participation, enter the percentage.

Bonds Waived Pursuant to: Select option from Drop down.

Funding Sources: Fund/Center/Account/Project/Activity, all fields are required even if zeros.

New NTE/GMP: Enter the new total not to exceed amount. Note, this should match the contract maximum indebtedness, if applicable**.**

Contingent Amount: If your agency requests an allowance for unforeseen additional expenses, then specify the amount of your requested increase and new NTE that represents the contingency allowance. This is over and above any quote.

DMP/ODPO Account: Enter the Direct Materials Purchase/Owner Direct Purchase Order Account. Used mainly for CIP (Capital Improvement/Construction) Projects

Using Agency/BU: Select one from the dropdown list.

Concurrence: Using Agency internal routing requirements for Electronic Signatures (follow Proc Manual for threshold requirements)

Title: Title of person electronically signing form.

Attachments: Included any supplemental information to the Procurement Award Form. i.e.; *Scope of work, previous awards*.

**Any field where there is no data available, or no entry is required, either leave it blank or enter N/A. Any fields where there is known data, include for informational purposes. Any changes to an original award should contain the data that is being changed and any other relevant data required for JPAC review and approval.*

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CITY OF JACKSONVILLE
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION
CONSTRUCTION CHANGE ORDER

Change Order No. 1 (one) Date May 11,2026

Description of Project Mike McCue Bulkhead

Name of Contractor Shoreline Foundation, Inc.

Contractor's Address 2781 SW 56th Avenue, Pembroke, Florida 33023

Contract No. 72290-26 / PO 701293-26

Account No. See attached Original Contract $1,962,553.00

Change Order 1 $105,243.00 Total Change Order $105,243.00

*See attached appendix for additional listings.

TOTAL REVISED CONTRACT $2,067,796.00

Bid Number CB-16714-25

Construction Completion Date February 9, 2026

Revised Construction Completion Date

Contract Expiration Date June 14, 2027

Revised Contract Expiration Date

In compliance with General Conditions of above-referenced contract, CONTRACTOR and OWNER do both hereby agree that the CONTRACTOR shall make the following changes, additions or deletions to the Work specified in the plans and specifications: See attached.

Justification: See attached.

By execution of this document, the Contractor acknowledges that all issues related to Contract Time and Compensation are resolved.

The Issuing Authority has looked over cost and pricing data for this change order and has determined that this change order is necessary and all costs are reasonable.

Accepted for Contractor Shoreline Foundation, Inc.

Signed _____ Attest _____

Title _____ Title _____

Date _____ Date _____

Signed Construction Management By _____
Issuing Authority — Thomas G. McKnight, Capital Improvement Construction Manager — Date

Signed Parks, Recreation & Community Services By _____
Using Division — Div/Department Head — Date

Chief, Engineering & Construction Mgmt Div Date — Assistant Counsel Date

Director of Public Works Date — Mayor Date

Chief of Procurement Date — Corporation Secretary Date

Director of Finance Date

Docusign Envelope ID: 8BE09F9B-BC4F-4D7C-AB91-F6193890B8BB

Shoreline Foundation, Inc.
Mike McCue Bulkhead Replacement
Contract Number: 72290-26

CHANGE ORDER NO 1
4/24/26

NBR	MASTER ITEM DESCRIPTION	QUANTITY	UOM	UNIT COST	NET ADDITION	NET DELETION	TOTAL
	ADDITONAL SCOPE						
1	Alternate 1: Remove Existing Sheet Piling **JUSTIFICATION:** The cost to add Alternate 1's scope to the project. This includes the cost of removing the existing sheet piling that is too degraded to be removed by standard practices (cut a hole in the steel, attach a chain and pull up). A revised technique has been approved by the EOR and the additional expense has been approved by Parks and Recreation. A minor widening of the concrete cap design at the boat ramp is also required.	1	LS	$57,827.00	$57,827.00	$0.00	$57,827.00
2	Curb Along Bulkhead **JUSTIFICATION:** Addition of a 15" tall and 15" wide concrete curb (RCO #02) along the length of the project is needed to preclude wave overtopping of the bulkhead per Parks request.	1	LS	$47,416.00	$47,416.00		$47,416.00
	SUBTOTAL NEW WORK				**$105,243.00**	**$0.00**	**$105,243.00**
	SUBTOTAL CHANGE ORDER NO. 1				**$105,243.00**	**$0.00**	**$105,243.00**
	NET TOTAL CHANGE ORDER NO. 1						**$105,243.00**

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Item 1

Shoreline Foundation Inc.
2781 S.W. 56th Avenue • Pembroke Park, Florida 33023
Phone: (954) 985-0460 • Fax: (954) 985-0462 • www.shorelinefoundation.com

5/11/2026
Daryl Weinstein COJ Project Manager

March 19, 2026

Mr. Daryl Weintein
Construction Project Manager
City of Jacksonville |Engineering and Construction Management Division
214 N. Hogan Street, 10th Floor
Jacksonville, FL. 32202

Re: **Mike McCue Park and Boat Ramp**

Subject: **Request for Change Order #1 Alternate #1-Additonal Cost**

Daryl:
As discussed, Shoreline Foundation is will do proceed with the alternate 1 wall work at the boat ramp which would include completely removing the existing sheeting and replacing with new sheeting.
Since the alternate work was not accepted at the time of the bid, SFI has now been able to see and fully understand the work involved with this and are willing to accept the alternate work with an up charge of 25,000.00 plus the original alternate bid amount of 32,827.00 for a total cost of 57,827.00 for the alternate 1 work.

The additional cost is based on now having been on site and see the condition of the existing sheeting, the existing sheeting tops will need to be cut off to be able to get a sheet pile clamp on them to actually be able to pull them out, this will double the effort needed to remove the sheeting. Additionally, due to availability of sheet pile, SFI is using a different sheet pile profile which is project approved but will sit further back to the original wall foot print causing additional concrete work to tie the side of the boat ramp back to the new sheeting.

For the additional work listed above, SFI is proposing this request for change order in the amount of **Fifty-Seven Thousand Eight Hundred Twenty-Seven Dollars and 00/100 ($57,827.00).**

Exclusions:

- Permit or permit fees of any kind
- Engineering of any kind.
- Testing of Any Kind
- MOT
- Any other work other than what is listed above or on the attached spread sheet.

Respectfully,

SHORELINE FOUNDATION, INC.
Kevin Land
Project Manager
Shoreline Foundation, Inc.

Item 1

Project: Mike McCue Park and Boat Ramp
Project Number: M-25-111
Work Requested: Alternative 1-Additional Cost
Change Order Request: 1

Shoreline Foundation, Inc.
3/10/2026

Work Sheet

	Qty	Unit	Unit Cost	Material Equipment	Hrs.	Rate	Labor	Equipment	Total Cost
Barge and Crane	7	day	$ 1,024.82	$ 7,173.74	-	-	$ -	$ -	$ 7,173.74
Tug Boat	7	day	$ 475.89	$ 3,331.23	-	-	$ -	$ -	$ 3,331.23
Vibro Unit	7	day	$ 587.57	$ 4,421.46			$ -	$ -	$ 4,421.46
Crew Cost (4-man Crew at 75.00 per man per hour)				$ -	40	$ 300.00	$ 12,000.00	$ -	$ 12,000.00
Additional Concrete Material for Ramp Work	1.5	CY	$ 247.25	$ 370.88	-	-	$ -	$ -	$ 370.88
Additional Equipment for Ramp Work Material Placement	4	hr	$ 17.84	$ 76.71	4	$ 300.00	$ -	$ -	$ 1,276.71
Concrete Bucket	4	Hr	$ 15.00	$ 64.50	-	-	$ -	$ -	$ 64.50
				$ -	-	-	$ -	$ -	$ -
								Subtotal	**28,638.52**
								O&P 15%	**$ 4,295.78**
								Total	**~~$ 32,934.30~~**
									$ 25,000.00

Equipment Cost	**mo.**	**day/28**	hr
Barge & Crane	$ 28,695.00	$ 1,024.82	
Tug Boat	$ 13,325.00	$ 475.89	
Vibro Unit	$ 16,452.00	$ 587.57	

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Shoreline Foundation Inc.
2781 S.W. 56th Avenue • Pembroke Park, Florida 33023
Phone: (954) 985-0460 • Fax: (954) 985-0462 • www.shorelinefoundation.com

Item 2

5/11/2026
Daryl Weinstein COJ Project Manager

April 14, 2026

Mr. Daryl Weintein
Construction Project Manager
City of Jacksonville |Engineering and Construction Management Division
214 N. Hogan Street, 10th Floor
Jacksonville, FL. 32202

Re: **Mike McCue Park and Boat Ramp**

Subject: **Request for Change Order (RCO) #002: 15"x15" Concrete Curb**

Daryl:
As requested, Shoreline Foundation (SFI) is providing this Request for Change Order (RCO) #002 for adding a 15" high x 15" wide cast-in-place concrete curb along the entire length of the new concrete cap per the RFI #06 response and the accompanying "RFI 6 – Cap Curb Details" drawing.

The associated scope of work consists of a new 15"x15" cast-in-place concrete curb running along the waterside edge of the new seawall concrete cap being built for the project. This will consist of extending the wood forms up an additional 15" above our current form height, along with constructing new forms on the top of the newly poured concrete cap. Additional #4 rebar stirrups every 12" and continuous bars shall be added along the cap tied into the existing cap rebar. Due to the weight limitations of the bridge before the entrance to the job site, SFI's plan is to transport concrete in 1.5 yd buckets utilizing a front-end loader and/or Lull to transport the concrete across the bridge and to place it into the forms.

For the additional work listed above, SFI is proposing this request for change order in the amount of **Forty-Seven Thousand Four Hundred Sixteen Dollars and 00/100 ($48,097.88).**

SFI is requesting Three (3) additional days be added to the schedule to accommodate the additional work as described above.

Exclusions:

- Permit or permit fees of any kind
- Engineering of any kind.
- Testing of Any Kind
- MOT
- Any other work other than what is listed above or on the attached spread sheet.

Respectfully,

SHORELINE FOUNDATION, INC.
Kevin Land
Project Manager
Shoreline Foundation, Inc.

Docusign Envelope ID: 8BE09F9B-BC4F-4D7C-AB91-F6193890B8BB

Item 2

2781 S.W. 56th Avenue • Pembroke Park, Florida 33023
Phone: (954) 985-0460 • Fax: (954) 985-0462 • www.shorelinefoundation.com

Members of:
Deep Foundation Institute • Pile Drivers Contractors Association • CASF

Item 2

Project: Mike McCue Park and Boat Ramp

Project Number: M-25-111

Work Requested: 15"x15" concrete curb

Change Order Request: 2

Shoreline Foundation, Inc.
4/7/2026

Work Sheet									
				Material					
	Qty	Unit	Unit Cost	Equipment	Hrs.	Rate	Labor	Equipment	Total Cost
Concrete 15"x15"	45	CY	$ 247.25	$ 11,964.06	-	-	$ -	$ -	$ 11,964.06
Rebar	4094.28	lbs	$ 0.75	$ 3,301.01	12	$ 180.00	$ 2,160.00	$ -	$ 5,461.01
Forms (4-man crew)	674	LF	$ 6.00	$ 4,347.30	64	$ 180.00	$ 11,520.00	$ -	$ 15,867.30
Place and Finish Concrete 4-man Crew)				$ -	24	$ 180.00	$ 4,320.00	$ -	$ 4,320.00
Stripping Forms (4-man Crew)				$ -	12	$ 180.00	$ 2,160.00	$ -	$ 2,160.00
Concrete Bucket Rental	24	HR	$ 17.63	$ 423.12	-	-	$ -	$ -	$ 423.12
Lull or Loader Rental	24	HR	$ 63.13	$ 1,628.75			$ -	$ -	$ 1,628.75
								Subtotal	**41,824.24**
								O&P 15%	**$ 6,273.64**
								Total	**$ 48,097.88**

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Docusign Envelope ID: 8BE09F9B-BC4F-4D7C-AB91-F6193890B8BB

Item 2

2781 S.W. 56th Ave.
Pembroke Park, FL 33023
Ph : (954)985-0460

RFI

To: Lynn A. Westbrook, P.E
Constr. & Engineering Servcs C
9432 Baymeadows Rd, Suite 100
Jacksonville, FL 32256
Ph: (904)652-1186

RFI #: 6
Date: 3/12/2026
Job: M-25-111 MIKE MCCUE BULKHEAD
Phone:

CC:

Subject: 15"x15" Concrete Curb Along Concrete Cap

Drawing: Field Discusion
Spec Section:
Cost Impact: Unknown
Schedule Impact: Unknown

Request:
Date Required:

We are being asked to price a 15'x15" concrete curb to run along the top of the concrete cap.
In regards to this, please confirm if this should be a solid build curb or should it have some kind of drainage openings along the curb. Ether just an opening to allow water to drain back and forth or some kind of weep hole cover. We have used Jet Filter Systems in the past for this kind of situation.

Requested by:

Response:

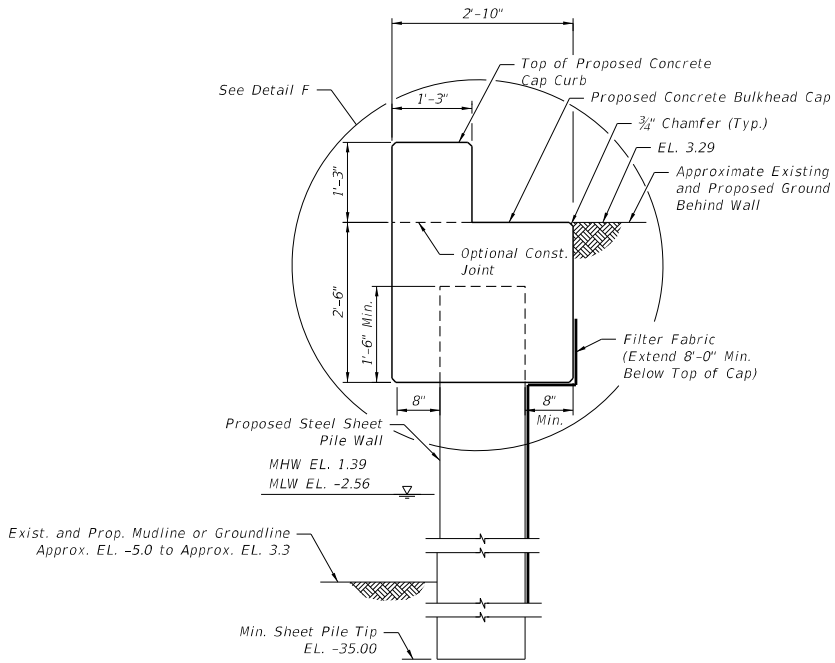
The proposed curb should be solid, with no drainage openings or weep holes. It shall be located at the front side (water side) of the bulkhead cap. The proposed curb is to be included at all locations where a new cast-in-place bulkhead cap will be built.

Please see the accompanying drawing, which shows the dimensions and reinforcement for the proposed curb. RS&H has arbitrarily chosen Section D-D (from page S-12 of the Contract Plans) on which to illustrate the curb details, but the same details apply at all other locations throughout the project.

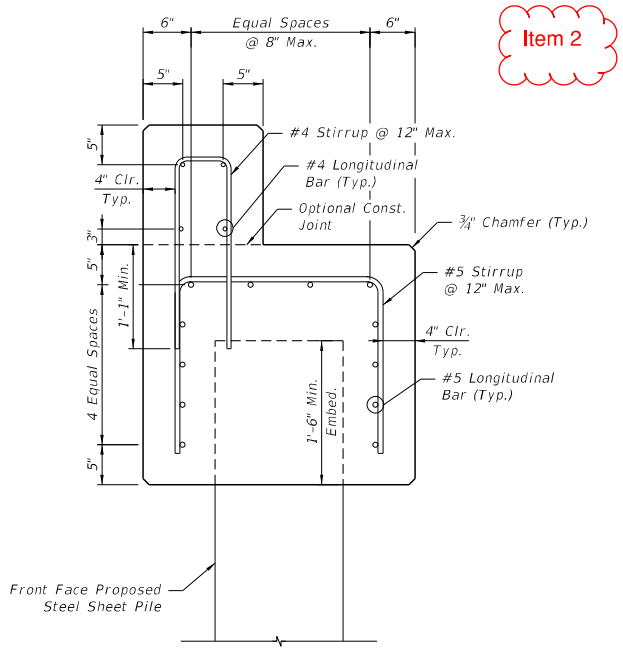
Alex DaCosta
Answered by

RS&H
Company

3/26/2026
Date



SECTION D-D



DETAIL F

Item 2

ALEXANDER DACOSTA
LICENSE
No. 79416
STATE OF FLORIDA
PROFESSIONAL ENGINEER

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY:

ON THE DATE ADJACENT TO THE SEAL

SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES

RS&H, INC.
10748 DEERWOOD PARK BLVD. SOUTH
JACKSONVILLE, FLORIDA 32256
ALEXANDER DACOSTA, P.E. NO. 79416

NOTE:

1.15"x15" curb shown here in SECTION D-D for illustration. The same curb geometry and reinforcement also apply to SECTIONS A-A, B-B, and C-C in the Structural Plans.

DSGN	AD	ALEXANDER DACOSTA, PE FL PE No. 79416	RS&H 10748 Deerwood Park Blvd. South Jacksonville, Florida 32256 904-256-2500
DR	HMP		
CHK	AWP		
APVD			

$USER$ $DATE$ $TIME$ $FILE$

RFI 6 - CAP CURB DETAILS

MIKE MCCUE BULKHEAD REPLACEMENT

SHEET

CONTRACT NO. 3140-34

Docusign Envelope ID: 8BE09F9B-BC4F-4D7C-AB91-F6193890B8BB

Docusign Envelope ID: 8BE09F9B-BC4F-4D7C-AB91-F6193890B8BB

SRM CONCRETE

Smyrna Ready Mix, LLC Quote
3570 Masters Road
Jacksonville, FL 32226
Plant: Jacksonville Masters-11018
(904) 714-1717

Bid # 120278

Item 2

Quote Date:	11/21/2025	**Quote Expiration Date:**	12/21/2025
Project Name:	Mike McCue Park and Boat Ramp	**Customer Name:**	SHORELINE FOUNDATION, INC (Silver Tier) **(150396)**
Project Area:	North East FL	**Contact**	SHORELINE FOUNDATION, INC
Project Address:	2510 2nd Avenue North, Jacksonville Beach, FL, 32250	**Phone:**	(954) 985-0460
		Email :	Kkland@shorelinefoundation.com

PRODUCT #	PRODUCT DESCRIPTION	UNIT PRICE	*PD BY 10TH DISCOUNT (CY)	NET PRICE (CY)	NOTES
55080	CLASS IV 5500 PSI	$200.00	$2.00	$198.00	
25080	CLASS I 2500 NON-STRUCTURAL	$182.00	$2.00	$180.00	
MC-100	MICROSILICA 25 LB PER YARD	$25.00	$0.00	$25.00	

Fly Ash Mixes are subject to availability. If Fly Ash is not available, straight cement mixes will be used. Mixes will be priced as quoted. If Straight Cement mixes are not quoted, add $3.00 to the mix price.

Straight Cement (Except Slurry or Grout)	$3.00 CY	Retarder-Per Percent	$1.00 CY	Diversion Charge	$110.00 Load
Chip Mixes	$1.00 CY	Mid Range Double Dose	$3.00 CY	Delivery Charge Under 6cy	$100.00 Load
No Air Mix	$2.00 CY	Superplasticizer	$6.00 CY	Delivery Charge Under 3cy	$150.00 Load
Pea Gravel Mixes	$6.00 CY	Hot/Chilled Water	$3.00 CY	Delivery Charge Under 2cy	$200.00 Load
Custom Mixes	Call	Micro Fibers Half Dose	$3.00 CY	Truck Time	$150.00 Per Hour
Calcium Chloride-Per Percent	$3.00 CY	Micro Fibers Full Dose	$6.00 CY	Stand-by Charges	$150.00 Per Hour
Non-Chloride Per Percent	$4.50 CY	Steel Fibers	Call for Quote		

Additional Items Quoted Upon Request **Not Open Sunday** **Sales Tax NOT included in Price**

Environmental Surcharge **$40.00 Per Load**

Terms:	$2.00	**(CYD) discount if paid in full by the 10th of the following month. Net 30 terms.***	
Escalation Date:	04/01/2026	**Escalation Amount:**	$5.00
Job Pricing End Date:	03/31/2027		
Quotation Good Through:	12/21/2025		
Estimated CY:	397.00		
Job Start Date:	11/21/2025		

Class IV Concrete
200 - mix
2500 Silica
5 - Envirro
17.25 - Tax 7.5%
247 25

NS Concrete
182 - mix
5 - Envirro
14 025 - Tax
201.03

92,948 77

Smyrna Ready Mix, LLC		**Acceptance**	
By:	Andy Sweat	**By:**	
Sign:		**Sign:**	
Date:	*11/21/2025*	**Date:**	*11/21/2025*

Note: The escalation pricing set forth herein is an estimate of future price increases based on historical figures. Unforeseen increases in costs could result in a higher escalation. SRM Concrete reserves the right to re-negotiate fuel surcharges, environmental fees, plant opening, and truck charges based on job requirements.

This Quote is not to be construed as an offer to sell, and no contractual relationship shall arise from it until Customer's order has been accepted by SRM Concrete. This Quote shall be valid for the period(s) set forth herein, unless withdrawn or modified by SRM Concrete. When no period is stated, this Quote is only valid for 30 days after the Quote Date. A new quote will be required for any changes requested by Customer. SRM Concrete reserves the right to withdraw or amend this Quote in certain circumstances, for example, where an unforeseen increase in the cost of materials requires an increase in the prices quoted herein, in the sole and absolute discretion of SRM Concrete.

OPIFEX-SYNERGY
BY BUILDERS FOR BUILDERS

Quotation

Quote #: 10148
Start Date: 02/11/2026
Created Date: 02/09/2026
Expires On:
PO Number:

General Rental
JACKSONVILLE FL (0104)
5919 COMMONWEALTH AVENUE
JACKSONVILLE, FL 32254
(904) 712-5501

Jobsite Info
MIKE MCCUE BOAT RAMP
2ND AVENUE NORTH
JACKSONVILLE BEACH, FL 32250

Jobsite Contact:
Phone:
Email:

Customer Info
SHORELINE FOUNDATION INC
2781 SW 56TH AVE ***EMAIL INVOICES ONLY***
PEMBROKE PARK, FL 33023

Ordered By:George Colvin
Phone:(518) 365-5238
Email:gcolvin@shorelinefoundation.com

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	TERMS
STEVE LAMB		slamb@synergyequip.com	Internal	Net 30

Rental Line Items

Cat-Class	Description	Quantity	Day	Week	4 Week
332-1100	HYD BREAKER-EXC-3000 LB	1	$ 675.00	$ 1,500.00	$ 3,850.00
152-1600	ARC WELDER-340 AMP	1	$ 120.00	$ 295.00	$ 600.00
430-1505	ART WHEEL LOADER-1 YARD	1	$ 505.00	$ 1,180.00	$ 2,650.00

Total Rental with Applicable Charges

	Day	Week	4 Week
Rental	$1,300.00	$2,975.00	$7,100.00
Total Freight	$450.00	$450.00	$450.00
Environmental Fee	$65.00	$148.75	$355.00
Tax	$95.55	$218.66	$521.85
TOTAL	**$1,910.55**	**$3,792.41**	**$8,426.85**

All Rates are based on a 8 Hour Day, 40 Hour Week & 160 Hour Month unless previously agreed upon in writing.
Taxes are estimated based on rates at the time of this quote and are subject to change based on actual delivery date and location.
Taxes are not included, unless otherwise specified.
LDW will be charged unless a complying, valid Certificate of Insurance is on file with Opifex-Synergy. We look forward to earning your business!
Your Uptime. Our Passion.

Docusign Envelope ID: 8BE09F9B-BC4F-4D7C-AB91-F6193890B8BB

United Rentals

BRANCH 22F
7097 RAMPART RD
JACKSONVILLE FL 32244-5605
904-737-3600
904-737-8009 FAX

RENTAL RESERVATION

260831770

Customer #	: 795906
Reserved Date	: 04/07/26
Scheduled Out	: 04/13/26 09:00 AM
Estimated In	: 05/11/26 09:00 AM
UR Job Loc	: 2510 2ND AVE N, JACK
UR Job #	: 211
Customer Job ID:	
P.O. #	: KEVIN
Ordered By	: KEVIN LAND
Written By	: RICHARD HALLECK
Salesperson	: ERIC WARREN

Job Site

MIKE PARK
2510 2ND AVE N
JACKSONVILLE BEACH FL 32250

Office: 954-985-0460

SHORELINE FOUNDATION
2781 SW 56TH AVE
WEST PARK FL 33023-4166

This is not an invoice
Please do not pay from this document

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Estimated Amt.
1	1805585	BUCKET CONCRETE 1 1/2 YARD		141.00	346.00	1,054.00	1,054.00

Rental Subtotal: 1,054.00

SALES/MISCELLANEOUS ITEMS:

Qty	Item	Price	Unit of Measure	Extended Amt.
1	DELIVERY CHARGE	195.000	EACH	195.00
1	PICKUP CHARGE	195.000	EACH	195.00

Sales/Misc Subtotal: 390.00

Agreement Subtotal: 1,444.00
Tax: 79.05
Estimated Total: 1,523.05

COMMENTS/NOTES:

ONSITE CONTACT: KEVIN LAND
CELL#: 954-347-5113
DLV/PKU LOC SELECTED BY MAP PIN OPTION

NOTICE: This is not a rental agreement. The rental of equipment and any items listed above is subject to availability and subject to the terms and conditions of the Rental and Service Agreement, which are available at https://www.unitedrentals.com/legal/rental-service-terms-US and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.

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MOBRO Marine, Inc.

P O Box 986 – GREEN COVE SPRINGS, FLORIDA 32043

VESSEL BAREBOAT CHARTER CONTRACT

THIS CHARTER PARTY entered into between MOBRO MARINE INC. (hereinafter sometimes referred to as "Owner") and **SHORELINE FOUNDATION, INC.,** (hereinafter sometimes referred to as "Charterer") this **26th** day of **JANUARY, 2026.**

WITNESSETH:

1) Owner hereby charters to Charterer Owner's steel **INLAND SPUD BARGE** vessel known as **"MB 149"**; Official Number: **1262979;** Dimensions: **120' X 45' X 7'; with (2) – Spuds & Mats,** with an **AMERICAN 9270 CRAWLER CRANE;** Serial Number: **GS16390, with Boom, Block and Ball**

2) The vessel shall be delivered to **JACKSONVILLE, FL** and the charter shall commence on the **TBD** day of **FEBRUARY, 2026**, and shall continue for a period of **MONTH TO MONTH**. On termination, the vessel shall be delivered to Owner in like good order and condition as when received, ordinary wear and tear expected, at Green Cove Springs, Florida and the charter hire shall continue until such delivery.

3) The Owner shall relinquish possession, command, and navigation to the Charterer upon delivery of the vessel.

4) Charterer has inspected the vessel and found it to be in first class condition and in every respect seaworthy and acceptance of the vessel to Charterer shall constitute full performance by and compliance with all obligations and warranties of Owner (except as to insurances hereinafter provided).

5) The charter hire shall be **$27,000.00 PER MONTH PLUS TAXES,** payable as follows: **NET 30.** In the event of default of punctual payment of charter hire Owner may, at its option, terminate the Charter Party, and withdraw the vessel immediately from the service of the Charterer.

6) The value of this vessel is agreed to be **$1,225,000.00 ($575,000.00 – barge; $650,000.00 – crane),** and Charterer hereby agrees to be responsible for any loss or damage to the vessel during the term of this charter to the full value as stated. Charterer does hereby indemnify and hold harmless Owner against any liens of whatsoever nature upon said vessel arising directly or indirectly out of the use or operation of the said vessel by Charterer except liens arising from matters covered by insurance outlined in paragraphs thirteen (13) and fourteen (14) hereof. Charterer does hereby indemnify and hold harmless Owner against any and all claims for bodily injury and property damage of whatsoever nature. Should any damage or loss occur, Charterer agrees to pay charter hire on the said vessel until it is repaired and returned to Owner in like good order as when received, ordinary wear and tear expected, provided that in the case of total loss, charter hire shall cease from the date the said vessel is determined to be a total loss.

7) Condition of Equipment and Acceptance by Charterer: Charterer shall inspect the equipment immediately upon delivery to the location set forth above. Unless Charterer notifies Owner, in writing within 48 hours after delivery, that the equipment is not in good, safe, and serviceable condition, and fit for use, it shall be conclusively presumed that Charterer has accepted the equipment and waived any claim as to its condition and fitness for Charterer's use. If Charterer does give the required notice, Owner shall have the option of replacing the equipment or putting it in good, safe, and serviceable condition within 72 hours. In said event rent shall abated for the time required to replace or repair the equipment. If Owner decides to replace the equipment, the cost of transportation of the defective equipment back to the Owner and the cost of the transportation of the new equipment to the location listed above shall be paid by the Owner. If Owner is unable to replace or repair the equipment within 72 hours either party may terminate the lease and Owner shall be responsible, at its own cost, for returning the equipment to its yard. Other than the abatement of rent for the time it takes for Owner to repair or replace the equipment, Charterer shall have no right to seek compensation for any loss or damage it incurs as a result of the need for the equipment to be replaced or repaired upon delivery, or if Owner is unable, for any reason, to replace or repair the equipment. Charterer shall be entitled to return of any security or advance rent it paid to Owner if the lease is terminated for Owner's failure to replace or repair the equipment within the time provided herein.

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8) NO WARRANTY FROM OWNER:

OWNER GIVES NO WARRANTY WHATSOEVER AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO WARRANTY IS GIVEN BY THE OWNER FOR PATENT OR LATENT DEFECTS IN MATERIAL, WORKMANSHIP, CAPACITY, OR DESIGN OF THE EQUIPMENT. CHARTERER AGREES TO LOOK SOLELY TO THE MANUFACTURER OF THE EQUIPMENT FOR ANY CLAIM, INJURY, OR DAMAGE TO BUSINESS, PERSON, OR PROPERTY, ARISING FROM THE DESIGN, MANUFACTURE, USE, OR CONDITION OF THE EQUIPMENT. CHARTERER FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS THE OWNER FROM ANY SUCH CLAIM BROUGHT BY CHARTERER'S EMPLOYEES OR AGENTS, OR ANY OTHER PERSON MAKING A CLAIM ARISING OUT OF THE USE OF THE EQUIPMENT DURING THE TERM OF THIS LEASE.

SUBJECT TO THE PARAGRAPH ABOVE "CONDITION OF EQUIPMENT AND ACCEPTANCE BY CHARTERER", ONCE CHARTERER HAS ACCEPTED THE EQUIPMENT ACCORDING TO THE TERMS OF THIS LEASE IT IS DEEMED ACCEPTED "AS IS WITH ALL FAULTS."

9) Repairs & Maintenance: Charterer agrees to keep the equipment in good repair and operating condition (including lubrication) at its sole cost and expense. If Owner inspects the equipment and determines, in its sole discretion, that Charterer has failed to properly maintain and repair the equipment, it shall give Charterer written notice of the repairs or maintenance required and Charterer shall have 72 hours (or longer if deemed necessary by Owner) to perform the required repair or maintenance. If Charterer fails to perform the repair or maintenance set forth by Owner in its notice within the time provided, Charterer shall be considered in default under the terms of the lease.

All repairs performed by Charterer shall conform to manufacturer's specifications ***and all replacement parts installed shall be original equipment manufacture (OEM)***. Charterer shall be responsible for the cost of returning equipment to manufacturer's specifications at the termination of the lease. If the leased equipment is a crane, **Charterer shall not make any modification to the crane or the boom without Owner's written consent, which may be withheld in Owner's sole discretion.**

10) Repairs or Maintenance by Owner: If Charterer requests Owner, or Owner is required, as a result of Charterer, to perform repairs or maintenance during the term of this lease, Owner will invoice Charterer for parts and labor, including overtime, at Owner's customary rates for non-leased equipment. All invoices for repairs or maintenance shall be considered additional rent due hereunder, subject to the penalties for late payment. Failure of Charterer to pay any invoice for repairs, maintenance, or parts, when due, shall be considered a default under the terms of this lease. Notwithstanding anything to the contrary in this agreement, in the event that the equipment breaks down due to mechanical failure that is not attributable to the actions or inactions of the Charterer, then charter payments shall be suspended until such time that the equipment is put back in operable condition by the Owner. If Owner is able to repair the issue within 48 hours of being notified, then the rental and payments will not be suspended.

11) Environmental Indemnity: Charterer shall protect, defend and indemnify Owner and Vessel with respect to any and all liabilities relating to water, land, air or other environmental pollution, including but not limited to cleanup costs and sta tutory penalties arising from any law or regulation be it Federal, State or local, or any liability asserted under common, civil or general maritime law. Charterer shall insure theses liabilities to the fullest extent possible, and such insurance shall nam e Owner and the Vessel as co-assured with waiver of subrogation in favor of Owner and the Vessel. Charterer shall provide owner with proof of WQIS Coverage or equivalent vessel pollution insurance in the amount of $5,000,000.00 prior to charter hire. Under no condition will Charterer use or employ this barge/equipment to convey, carry or transport "Petroleum Products" or Hazardous Materials. Charterer will ensure that barges used to transport equipment using oils, greases and gasoline, will have available a clearly marked and U.S.C.G. approved spill response kit on board.

12) Ballast Water Regulations: Barges will not be ballasted without first obtaining written approval of the Owner. If the barge is ballasted, only potable water will be used. At the end of the charter, all ballasted tanks will be cleaned, dried and free from any trace water. Charterers will comply with the EPA Vessel General Permit requirements in addition to record keeping, inspections and training. A copy of all record keeping will be provided to the Owner. If a Coast Guard Investigation or Audit occurs, the Coast Guard will hold the Charterer responsible and Charterer will be subject to and responsible for any and all adverse actions that may be taken .

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13) Hull Insurance: It is understood and agreed that MOBRO MARINE, INC. shall be named as an additional assured with a certificate of insurance indicating Hull Insurance to the above agreed value.

14) P & I Insurance: It is understood and agreed the Charterer shall obtain a minimum of $1,000,000.00 P & I insurance, which shall name MOBRO MARINE, INC. as additional assured.

15) Charterer shall not have authority to permit or incur a lien against the vessel and Charterer shall not suffer nor permit to be continued any lien against the vessel.

16) Charterer shall be permitted to assign this charter or sub-charter the said vessel with permission of Owner; provided, however, that any such assignment or sub-charter shall be subject to the terms of this agreement and Charterer shall remain primarily liable and responsible for the obligations herein undertaken.

17) Nothing in this contract shall be construed to deprive Owner of, or to limit Owner's right to, any statutory protection or limitation of liability, which would otherwise be applicable.

18) In the event of collection hereunder, Charterer agrees to pay all costs of collections including reasonable attorney fees.

19) OTHER:

1. ON-HIRE SURVEY: $1,550.00
2. OFF-HIRE SURVEY: $1,550.00
3. TOW IN: $12,000.00
4. TOW OUT: $12,000.00

This contract shall become effective upon signing or upon acceptance of the Vessel by Charterer and shall continue in effect during the time of all extensions and/or until said vessel is redelivered to Owner as hereinabove provided. The vessel here chartered is not to be used in transporting regulated commodities in interstate commerce.

MOBRO MARINE, INC.
Owner

By: Vice President
(Title)

Print Name: Stephen T. Cumella

Date: 1/26/26

SHORELINE FOUNDATION, INC.
Charterer

By: _____
(Title)

Print Name: John McGee

Date: 1/26/2026

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MOBRO Marine, Inc.

P O Box 986 – GREEN COVE SPRINGS, FLORIDA 32043

VESSEL BAREBOAT CHARTER CONTRACT

THIS CHARTER PARTY entered into between MOBRO MARINE INC. (hereinafter sometimes referred to as "Owner") and **SHORELINE FOUNDATION INC.,** hereinafter sometimes referred to as "Charterer") this **15th** day of **JANUARY, 2026.**

WITNESSETH:

1) Owner hereby charters to Charterer Owner's steel **PUSHBOAT** vessel known as **"KEELBACK";** Dimensions: **26' X 14' X 5'**; Official Number: **1298632**

2) The vessel shall be used in **JACKSONVILLE, FL,** and the charter shall commence on the **TBD** day of **JANUARY, 2026,** and shall continue for a period of **MONTH TO MONTH**. On termination, the vessel shall be delivered to Owner in like good order and condition as when received, ordinary wear and tear expected, at Green Cove Springs, Florida and the charter hire shall continue until such delivery.

3) The Owner shall relinquish possession, command, and navigation to the Charterer upon delivery of the vessel.

4) Charterer has inspected the vessel and found it to be in first class condition and in every respect seaworthy and delivery of the vessel to Charterer shall constitute full performance by and compliance with all obligations and warranties of Owner (except as to insurances hereinafter provided).

5) The vessel shall be used only in inland and sheltered waters, and shall not be taken into waters of the Atlantic Ocean, Caribbean Sea, or the Gulf of Mexico, unless this agreement is specifically modified in writing by Owner and permission obtained from underwriters.

6) The charter hire shall be **$12,500.00 PER MONTH PLUS SALES TAX,** payable as follows: **NET 30.**
In the event of default of punctual payment of charter hire Owner may, at its option, terminate the Charter Party, and withdraw the vessel immediately from the service of the Charterer.

7) The value of this vessel is agreed to be **$425,000.00,** and Charterer hereby agrees to be responsible for any loss or damage to the vessel during the term of this charter to the full value as stated. Charterer does hereby indemnify and hold harmless Owner against any liens of whatsoever nature upon said vessel arising directly or indirectly out of the use or operation of the said vessel by Charterer except liens arising from matters covered by insurance outlined in paragraphs ten (10) and eleven (11) hereof. Charterer does hereby indemnify and hold harmless Owner against any and all claims for bodily injury and property damage of whatsoever nature. Should any damage or loss occur, Charterer agrees to pay charter hire on the said vessel until it is repaired and returned to Owner in like good order as when received, ordinary wear and tear expected, provided that in the case of total loss, charter hire shall cease from the date the said vessel is determined to be a total loss.

8) Environmental Indemnity: Charterer shall protect, defend and indemnify Owner and Vessel with respect to any and all liabilities relating to water, land, air or other environmental pollution, including but not limited to cleanup costs and statutory penalties arising from any law or regulation be it Federal, State or local, or any liability asserted under common, civil or general maritime law. Charterer shall insure theses liabilities to the fullest extent possible, and such insurance shall name Owner and the Vessel as co-assured with waiver of subrogation in favor of Owner and the Vessel. Charterer shall provide owner with proof of WQIS Coverage or equivalent vessel pollution insurance in the amount of $5,000,000.00 prior to charter hire. Under no condition will Charterer use or employ this barge/equipment to convey, carry or transport "Petroleum Products" or Hazardous Materials. Charterer will ensure that barges used to transport equipment using oils, greases and gasoline, will have available a clearly marked and U.S.C.G. approved spill response kit on board.

9) Ballast Water Regulations: Barges will not be ballasted without first obtaining written approval of the Owner. If the barge is ballasted, only potable water will be used. At the end of the charter, all ballasted tanks will be cleaned, dried and free from any trace water. Charterers will comply with the EPA Vessel General Permit requirements in addition to record keeping, inspections and training. A copy of all record keeping will be provided to the Owner. If a Coast Guard Investigation or

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Audit occurs, the Coast Guard will hold the Charterer responsible and Charterer will be subject to and responsible for any and all adverse actions that may be taken.

10) Hull Insurance: It is understood and agreed that MOBRO MARINE, INC. shall be named as an additional assured with a certificate of insurance indicating Hull Insurance to the above agreed value.

11) P & I Insurance: It is understood and agreed the Charterer shall obtain a minimum of $1,000,000.00 P & I insurance, which shall name MOBRO MARINE, INC. as additional assured.

12) Charterer shall not have authority to permit or incur a lien against the vessel and Charterer shall not suffer nor permit to be continued any lien against the vessel.

13) Charterer shall be permitted to assign this charter or sub-charter the said vessel with permission of Owner; provided, however, that any such assignment or sub-charter shall be subject to the terms of this agreement and Charterer shall remain primarily liable and responsible for the obligations herein undertaken.

14) Nothing in this contract shall be construed to deprive Owner of, or to limit Owner's right to, any statutory protection or limitation of liability, which would otherwise be applicable.

15) In the event of collection hereunder, Charterer agrees to pay all costs of collections including reasonable attorney fees.

16) OTHER:

1. ON-HIRE SURVEY: $1,550.00
2. OFF-HIRE SURVEY: $1,550.00
3. FREIGHT IN: WITH BARGE "MB 204"
4. FREIGHT OUT: WITH BARGE "MB 204"

This contract shall become effective upon signing or upon acceptance of the Vessel by Charterer and shall continue in effect during the time of all extensions and/or until said vessel is redelivered to Owner as hereinabove provided. The vessel here chartered is not to be used in transporting regulated commodities in interstate commerce.

MOBRO MARINE, INC.
Owner

By: Stephen Cinella Vice President
(Title)

Print Name: Stephen T. Cinella

Date: 1/16/26

SHORELINE FOUNDATION INC.
Charterer

By Kevin Land
(Title)

Print Name: Kevin Land-Project Manager

Date: 1/16/2026

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MEEVER FOUNDATION EQUIPMENT

965 LEONARD C. TAYLOR PKWAY, GREEN COVE SPRINGS, FL 32043 T +1 866 313 8770 E INFO@MEEVERFOUNDATIONEQUIPMENT.COM

EQUIPMENT RENTAL AGREEMENT

Our reference:	MFE068.2602
Your reference:	
Date:	02.17.2026

IMPORTANT! READ THIS ENTIRE AGREEMENT BEFORE SIGNING. NO REPRESENTATION OF THE LESSOR SHALL BE VALID OR ENFORCEABLE UNLESS IT IS INCLUDED IN THIS AGREEMENT OR IN A WRITTEN ADDENDUM SIGNED BY AN AUTHORIZED OFFICER OF MEEVER FOUNDATION EQUIPMENT, INC.

This Agreement is entered into by and between **Meever Foundation Equipment, Inc.** ("LESSOR"), with its registered offices at 987 Bunker Ave, Green Cove Springs, FL 32043,USA and Shoreline Foundation, INC ("LESSEE"), whose principal place of business is 2781 SW 56th Ave, Hollywood, FL 33023, USA.

1. LEASE OF EQUIPMENT: For and in consideration of the mutual promises contained herein, and subject to the terms of this Agreement, Lessor and Lessee agree that Lessor shall lease the following equipment to Lessee:

STANDARD RENTAL WITH 175 HOURS PER MONTH HOUR ALLOWANCE

ITEM / SN	DESCRIPTION (Make & Model)	REPLACEMENT VALUE	RENTAL RATE
MULLER MS28 HFV SN: 8550-4725	The Müller MS28 HFV vibratory hammer delivers a centrifugal force of approximately 151 US tons (303,000 lbs) and features an eccentric moment of 28 kgm (2,030 in-lbs). Designed as a high-frequency variable moment (HFV) hammer, it minimizes ground disturbance by allowing vibration-free startup and shutdown. Ideal for driving sheet piles, H-beams, and casings, the MS28 HFV can be mounted on cranes or excavators for versatile operation in various foundation and marine applications.	$210,000.00 USD	$ 15,450.00 USD/ MONTH
MSU180 AP SN: 9180-0041	The Müller MSU180AP is a hydrualic clamping device for sheet piles,pipes and beams. It features Z-shape sheet interlock pads for a secure grip and a high-pressure hydraulic system to prevent slippage. Ideal for vibratoy hammers and piling rigs, it ensures reliabilty in demanding foundation work.	$35,000.00 USD	INCL./ MONTHLY
MSA420 SN: 8550-4758	The Müller MS420 power pack features a 420 kW (563 HP) Tier 4 Final diesel engine, ensuring low emissions and high efficiency. It provides optimal hydraulic flow for vibratory hammers and includes an advanced cooling system for continuous operation. Equipped with radio remote control, it allows for safe and user-friendly operation on-site.	$335,000.00 USD	INCL./ MONTHLY
FREIGHT	FROM GCS TO JAX BEACH JOBSITE	N/A	$950.00 USD EA. WAY

MEEVER FOUNDATION EQUIPMENT

965 LEONARD C. TAYLOR PKWAY, GREEN COVE SPRINGS, FL 32043 T +1 866 313 8770 E INFO@MEEVERFOUNDATIONEQUIPMENT.COM

(Such equipment shall hereinafter be referred to as the "Leased Equipment").

2. TERM:

This Lease is for month-to-month terms commencing upon shipment of the Leased Equipment.

The monthly rent shall be due for each month, or part thereof, that the Leased Equipment is in possession of the Lessee. The rental period shall be considered to commence upon shipment of the Leased Equipment and to end upon the return of the Leased Equipment to Lessor's premises. If the Leased Equipment is returned before the end of the rental month, rent shall be pro-rated per day.

3. RENT: Rent for the Leased Equipment shall be in the gross amount of USD $15,450.00 per month, plus all applicable sales taxes. Invoicing takes place payable NET 30.

4. LATE PAYMENT OR NON-PAYMENT OF RENT: Rent payments received after their due date shall accrue a penalty for each day they are late calculated at the rate of fifteen percent (15%) per annum, or the maximum penalty rate allowed by law. Said penalty shall be paid by Lessee along with the late rental payment, whether or not notice of the penalty is given by Lessor. Failure to make any payment of rent, or any penalty for a late payment, within ten (10) days after they are due shall be considered a default by the Lessee under the terms of this Agreement.

5. DELIVERY OF LEASED EQUIPMENT:

(a) Mobilization cost for the above Equipment is the responsibility of the Lessee.

(b) DE-Mobilization cost for the Equipment above is responsibility for the Lessee.

6. LOCATION/PLACE OF USE: The Leased Equipment shall be ready for pick up on the Commencement Date. The Leased Equipment shall be located at and used by the Lessee during the term of this Agreement at 2510 2nd Ave N, Jacksonville Beach, FL 32250 USA (the "Location"). During the term of this Lease, the Leased Equipment shall not be removed to another site without written notice to, and express written consent from, the Lessor. So long as the Leased Equipment is in Lessee's possession, Lessor, its agents or employees, shall have the unrestricted right to enter the premises where the Leased Equipment is located, upon reasonable notice and during normal working hours, to inspect the Leased Equipment.

7. CONDITION OF EQUIPMENT AND ACCEPTANCE BY LESSEE: Lessee shall inspect the Leased Equipment immediately upon delivery to the Location set forth above. Unless Lessee notifies Lessor, in writing within two working days after delivery, that the Leased Equipment is not in good, safe and serviceable condition, and fit for use, it shall be conclusively presumed that Lessee has accepted the Leased Equipment in its "AS IS WITH ALL FAULTS", "WHERE IS" condition and that Lessee has waived any claim as to its condition and fitness for Lessee's use. If Lessee does give the required written notice, Lessor shall have the option of replacing the Leased Equipment or putting it in good, safe and serviceable condition within three working days. In said event, rent shall be abated for the time required to replace or repair the equipment. If Lessor is unable to replace or repair the Leased Equipment within 72 hours, either party may terminate the Agreement and Lessor shall be responsible, at its own cost, for returning the Leased Equipment to its yard or premises. Other than the abatement of rent for the period it takes for Lessor to repair or replace the Leased Equipment, Lessee expressly waives the right to seek damages

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965 LEONARD C. TAYLOR PKWAY, GREEN COVE SPRINGS, FL 32043 T +1 866 313 8770 E INFO@MEEVERFOUNDATIONEQUIPMENT.COM

or compensation for any loss or damage it incurs as a result of (i) the Leased Equipment being replaced or repaired subsequent to delivery, or (ii) if Lessor is unable, for any reason, to replace or repair the Leased Equipment.

8. NO WARRANTY FROM LESSOR:

LESSOR GIVES NO WARRANTY WHATSOEVER AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO WARRANTY IS GIVEN BY THE LESSOR FOR PATENT OR LATENT DEFECTS IN MATERIAL, WORKMANSHIP, CAPACITY, OR DESIGN OF THE LEASED EQUIPMENT. LESSEE AGREES TO LOOK SOLELY TO THE MANUFACTURER OF THE LEASED EQUIPMENT FOR ANY CLAIM, INJURY, OR DAMAGE TO BUSINESS, PERSON, OR PROPERTY, ARISING FROM THE DESIGN, MANUFACTURE, USE OR CONDITION OF THE LEASED EQUIPMENT. LESSEE FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS THE LESSOR FROM ANY SUCH CLAIM BROUGHT BY LESSEE'S EMPLOYEES OR AGENTS, OR ANY OTHER PERSON MAKING A CLAIM ARISING OUT OF THE USE OF THE LEASED EQUIPMENT DURING THE TERM OF THIS AGREEMENT. ONCE LESSEE HAS ACCEPTED THE LEASED EQUIPMENT ACCORDING TO THE TERMS OF THIS AGREEMENT, IT IS DEEMED ACCEPTED "AS IS WITH ALL FAULTS."

9. INDEMNITY:

To the fullest extent permitted by law, lessee shall hold lessor, its agents, employees and assigns, free and harmless from and indemnify and defend lessor against any and all suits, actions, proceedings, claims, demands, liabilities, costs and charges, legal expenses, damages or penalties of any nature, actually or allegedly arising out of or related to equipment furnished by lessor or to any alleged actions or omissions by lessee, including, but not limited to, those resulting from injury, death or damage to any and all persons, employees or property in any way arising out of lessee's work or any person acting for or on behalf of lessee. This agreement applies to claims, demands or liability for injury or loss caused or contributed to by the negligence or other misconduct of lessor. Lessee, however, shall have no liability for the active negligence or willful misconduct of lessor. The duty of the lessee herein to defend and indemnify lessor shall arise as of the time of the tender of defense.

10. REPAIRS AND MAINTENANCE:

(a) Lessee agrees to keep the Leased Equipment in good repair and operating condition (including lubrication) at its sole cost and expense. If Lessor inspects the Leased Equipment and determines, in its sole and absolute discretion, that Lessee has failed to properly maintain and repair the Leased Equipment, it shall give Lessee written notice of the repairs or maintenance required and Lessee shall have 72 hours (or longer if deemed necessary by Lessor) to perform the required repair or maintenance. If Lessee fails to perform the repair or maintenance set forth by Lessor in its notice within the time provided, Lessee shall be considered in default under the terms of the Lease.

(b) All repairs performed by Lessee shall conform to the Leased Equipment's manufacturer's specifications and all replacement parts installed shall be original equipment manufacturer (OEM). Lessee shall be responsible for the cost of returning Leased Equipment to manufacturer's specifications at the termination of this Agreement. Lessee shall not make any modification to the Leased Equipment without Lessor's express written consent, which may be withheld in Lessor's sole and absolute discretion.

11. USE OF EQUIPMENT:

(a) Lessee agrees that the Leased Equipment will not be used for any purpose for which it was not designed or for any use which would exceed any limits contained within the Leased Equipment's specifications. Lessee will not subject the Leased Equipment to unnecessarily rough or abusive use, or any use that would result in abnormal wear and tear.

(b) Unless otherwise specified in writing between the Lessor and Lessee, Lessee shall be solely responsible for employing properly trained and qualified operators for the Leased Equipment. Lessee also agrees that the Leased Equipment shall be operated in conformance with all applicable statutes, ordinances, rules and regulations, including OSHA. Lessee agrees to indemnify and hold harmless the Lessor from any claim arising for failure to

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conform to OSHA regulations, or any other statute, ordinance, rule or regulation.

(c) The rental price is based on 40 hrs per week (single shift). The lease fee per month is based on 40 working hours per week in average over the total rental period. If the average std. working hours per week is more than the 40 working hours, overtime will be charged at 100% of the std. working hour rate.

12. REPAIRS OR MAINTENANCE BY LESSOR:

If Lessee requests Lessor, or Lessor is required for any reason to perform repairs or maintenance to or on the Leased Equipment during the term of this Lease, Lessee agrees to and shall be solely responsible for all costs and expenses associated with the performance of such repairs and maintenance, including but not limited to the cost of parts, fluids, lubricants, labor, overtime labor and transportation with the exclusion of normal wear and tear. Normal wear and tear is the responsibility of the Lessor. Normal wear and tear does not include maintenance such as filters, oil or lube. Lessor will issue an invoice to Lessee for parts and labor, including overtime, at Lessor's rates listed in article 15. All invoices for repairs or maintenance shall be due and payable after 30 days after the invoice date, and shall be subject to the penalties for late payment. Failure of Lessee to pay any invoice for repairs, maintenance, labor or parts when due shall be considered a default under the terms of this Lease.

13. TAXES:

(a) Lessee shall be responsible for, and shall pay with each rental installment due hereunder, all applicable sales and use taxes. While this Lease is in effect, Lessee shall be responsible for tangible personal property or commercial personal property taxes levied upon the Leased Equipment by any taxing.

(b) Lessee agrees to indemnify Lessor for any sales or use taxes arising from Lessee's purchase or rental of the Leased Equipment, which Lessor is required to pay.

14. ASSIGNMENT/SUBLEASE: Lessee shall not assign its interests under this Agreement or sublet the Leased Equipment without the express written consent of the Lessor, which consent may be withheld in the sole and absolute discretion of the Lessor.

15. SERVICE RATES:

(a)	Standard Hourly Field service rate	(weekdays 7am to 5pm)	USD 165.00
(b)	Standard Hourly Travel rate	(weekdays 7am to 5pm)	USD 90.00
(c)	Mileage rate		USD 2.50/mile
(d)	Over-Time hourly rate	(weekdays before 7am or after 5pm)	@ 150% of standard/travel rate
(e)	Over-Time weekend hourly rate	(weekend or Holidays)	@ 200% of standard/travel rate

16. INSURANCE:

Lessee shall insure the Leased Equipment for its full insurable replacement value against all risks of loss, theft or damage from any cause whatsoever, including damage or loss resulting from Lessee's negligence, occurring during the term of this Agreement or any extension hereof. Lessee shall also carry public liability insurance naming Lessor as an additional insured in the amount of 110% of the Replacement Value of the equipment. Lessee shall deliver to Lessor, prior to Lessor's delivering the Leased Equipment to Lessee, a certificate or certificates of insurance, issued by an insurance carrier acceptable to Lessor, naming Lessor as an additional insured and loss payee under both such policies. In the event of any loss or claim, Lessee shall be solely responsible for any deductibles, and shall indemnify the Lessor for the same. During the term of this Lease, Lessee shall not allow the insurance coverage to lapse or terminate, nor shall Lessee change insurers or coverage without Lessor's express written consent. Each such policy of insurance shall provide for 10 days' written minimum cancellation notice to Lessor; and each such policy shall, if Lessor so requests, be deposited with Lessor; and Lessor may act as attorney for Lessee in

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obtaining, settling, and canceling such insurance and endorsing any drafts. Failure to fully comply with the terms of this paragraph shall be a material default under this Agreement by the Lessee.

17. TITLE:

The Leased Equipment, together with any replacement parts, shall remain the sole and exclusive property of the Lessor. In that regard, Lessee agrees to execute Uniform Commercial Code security instruments, upon Lessor's request, for filing as appropriate to secure Lessor's priority interest in the Leased Equipment.

(a) The Lessee is aware and insofar necessary agrees to it that ownership of the lease-object may be held by a third party or that the lease-object is (or will be) pledged to a third party, as security for the obligations of the Lessor to such third party on account of rental- and/or financial lease-agreements or any other (legal) relation.

(b) Notwithstanding the existence of this rental agreement Lessee will hand over the lease-object to aforementioned third party at its first request without being entitled to any right of retention if and as soon as such third party requires the handing over of the lease-object on the ground that the Lessor is in breach with its obligations to such third party. Because of such request this rental agreement will be terminated by operation of law with immediate effect. The handing over as referred to above will take place at a location of aforementioned third party or at the location indicated by such third party.

(c) If the situation of clause (b) occurs and aforementioned third party wishes to continue the use of the lease-object by the Lessee, the Lessee undertakes to enter into a rental agreement with such third party at its first request for the remaining term of this agreement and under uniform conditions.

(d) This third party clause is irrevocable by both Lessee and Lessor.

18. SIGNAGE:

Lessee shall not change, remove, obfuscate or obliterate any sign or insignia on the Leased Equipment which indicates the manufacturer or make of the Leased Equipment or the Lessor's ownership of the Leased Equipment.

19. DEFAULT:

(a) If Lessee fails to perform any of its obligations hereunder, or otherwise violates any of the terms herein, or if Lessee becomes insolvent or files a petition for bankruptcy, or if Lessor, in its sole discretion, determines that the Leased Equipment is being misused or abused, then Lessor, without notice, liability, or legal process, may at it option, enter the property where the Leased Equipment is kept and retake possession of the Leased Equipment.

(b) In the event of default by Lessee, the entire remaining balance of the rent shall become immediately due and payable along with any costs incurred by Lessor to retake possession of the Leased Equipment.

(c) Lessee agrees to pay all costs of collection incurred by Lessor, including, but not limited to, reasonable attorney's fees incurred to enforce Lessor's rights under this Lease, whether suit be filed or not.

20. LITIGATION:

(a) In any litigation concerning this Lease or the rights, liabilities or obligations of the parties, the prevailing party shall be entitled to an award of reasonable attorney's fees, including attorney's fees incurred on appeal or in prosecuting or protecting its right or interests in any bankruptcy proceeding.

(b) In the event Lessor or Lessee files suit to enforce or determine rights under this Lease, Lessee agrees to waive trial by jury and that venue shall be proper in Duval county, Florida.

21. CONSTRUCTION OF LEASE TERMS

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This lease and any addenda to it shall be construed under and in accordance with the laws of the State of Florida.

22. AMENDMENT/MODIFICATION:

This Lease may not be amended or modified in any manner except by a written instrument signed by the parties.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be signed as of the date first above written.

LESSEE:

Signature: Kevin Land

Date: _____

LESSOR:

Signature: _____

Date: _____

Contract Purchase Agreement POA-72290-26

Agreement	**POA-72290-26**
Agreement Date	**01-OCT-2025**
Revision	**0**
Agreement Amount	**1,962,553.00 USD**
Solicitation Number	**16714-25**

Sold To
City of Jacksonville
117 West Duval Street
Suite 375
JACKSONVILLE, FL 32202
US

Supplier
Shoreline Foundation, Inc.
2781 SW 56th Avenue
PEMBROKE PARK, FL 33023

Notes Mike McCue Bulkhead

Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
25944	**Net 30**	**Freight Prepaid**	**FOB Destination**	**Best Way**
Start Date	End Date		Confirm To	
			Benjamin Kemp **BKemp@coj.net**	

This Order is subject to the General Conditions attached here to. Manufacturer's Federal excise tax exempt no 59-89-0120K Florida State sales and use tax exemption no. 85-8012621607C-8	Approved by Dustin L. Freeman, Chief of Procurement Division

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City of Jacksonville, Florida

Procurement Award Form (PAF)

Part 1 – Form Type: JPAC Award Request: Renewals, Extensions, and Unit Price Increases

Goods and/or Services: Mike McCue Bulkhead

Requested Action and Justification:

Recommend approval of award to Shoreline Foundation, Inc. as the lowest, responsive, responsible bidder for the Mike McCue Bulkhead in the amount of $1,962,553.00. Period of service will be from date of executed contract through project completion.

To be executed by formal contract through the Office of General Counsel

Supplier:	Shoreline Foundation, Inc.	**Basis of Award:**	LPTA	**BID Opening Date:**	07/03/2025

POA #:	TBD	**PO #:**	TBD	**Change Order #:**	N/A
Solicitation #:	CB 16714- 25	**Contract #:**	TBD	**Contract Amd #:**	N/A
Term:	Project Completion	**Options:**	N/A	**Options Used:**	N/A

Federally Funded:	No	**JSEB Rec:**	Encouragement	**Bonds Waived Pursuant To:**	N/A
Licenses Verified:	Yes	**JSEB %:**	0		

Fund:	33101	**Center:**	167101	**Acct:**	565050	**Proj:**	010889	**Activity:**	00000000	$ 256,706.91
Fund:	33101	**Center:**	167101	**Acct:**	565050	**Proj:**	010889	**Activity:**	00000000	$ 1,705,846.09
Fund:		**Center:**		**Acct:**		**Proj:**		**Activity:**		$

New NTE/GMP:	$ 1,962,553.00	**Contingent Amt:**	$ 0.00	**DMP/ODPO Amt:**	$ 0.00

Using Agency/BU:	PWOD:OFFICE_OF_THE_DIRECTOR			
Concurrence:	Signed by: Scott Carter, P.E. 8D991F9ADFC947E...	**Title:**	CHIEF OF ENGINEERING CONSTRUCTION MANAGEMENT	8/25/2025
Concurrence:	Signed by: Joseph Varel 09F85FD2C5A429...	**Title:**	DIRECTOR OF PARKS, RECREATION, AND COMMUNITY SERVICES	8/25/2025
Concurrence:	Signed by: Nina Hickle 1EFA223D5D23487...	**Title:**	DIRECTOR OF PUBLIC WORKS	8/26/2025
Concurrence:		**Title:**		

Initial: DT

Procurement Analyst/Buyer:	Signed by: Kemp, Benjamin 12483D5BD0EA0...	**Chief of Procurement:**	Signed by: B19F1D517352458...	9/2/2025
Name:	Kemp, Benjamin	**Name:**	Dustin L. Freeman	

Part 2 – JPAC Action: All award actions subject to lawfully appropriated funds.		**Part 3 – Final Awarding Authority Action:**	
Members who approve:	3	**Action:**	Approved
Members who disapprove:	0	**Signature:**	DocuSigned by: Karen Bowling 1C34E1215562481...
Date:	9/4/2025	**Date:**	9/4/2025

DS

Karen Bowling
Chief Administrative Officer
For: Mayor Donna Deegan
Under Authority Of:
Executive Order No: 2023-02

Docusign Envelope ID: 8BE09F9B-BC4F-4D7C-AB91-F6193890B8BB

PAF Instructions
Part 1 (using agency)

Form Type: This form will be used for both Administrative Awards and JPAC Requests. Select type from dropdown options.

Goods and/or Services: Enter a brief description of the types of goods and services included in the request.

Requested Action and Justification: Enter a brief description of the requested action or authority being sought. i.e.; *Request permission to award the lowest, responsive responsible bidder for an ITB or award the highest ranked supplier for an RFP.* This block should also be used for additional information such as additional 4th account strings, or other information essential for contract execution.

Supplier: Enter awarded supplier name**.** If multiple, include in "Requested Action and Justification" box.

Basis of Award: Select from Lowest Price Technical Acceptable (LPTA), Highest Price Technical Acceptable (HPTA) or N/A.

Bid Opening Date: The date bids were unsealed by Procurement.

POA #: This is your 1Cloud generated Agreement number. Select Type, Enter Number.

PO #: Enter the PO number or agreement release number.

Change Order #: Provide the applicable change order number represented by this request.

Solicitation #: Select Prefix type, Enter Number, and Year.

Contract #: This number should be the same as your POA number (unless procured prior to 2020)

Contract Amendment #: Provide the applicable amendment number represented by this request.

Term: Select the Period of Performance or Term for the initial period.

Options: Period of time for each renewal or option.

Options Used: Prior to this request, enter how many options were already used.

Federally Funded: Select yes or no from dropdown if Federal Funds will be used.

JSEB Rec: Select Encouragement or JSEB Set Aside Option.

JESB %: If JSEB Participation, enter the percentage.

Bonds Waived Pursuant to: Select option from Drop down.

Funding Sources: Fund/Center/Account/Project/Activity, all fields are required even if zeros.

New NTE/GMP: Enter the new total not to exceed amount. Note, this should match the contract maximum indebtedness, if applicable**.**

Contingent Amount: If your agency requests an allowance for unforeseen additional expenses, then specify the amount of your requested increase and new NTE that represents the contingency allowance. This is over and above any quote.

DMP/ODPO Account: Enter the Direct Materials Purchase/Owner Direct Purchase Order Account. Used mainly for CIP (Capital Improvement/Construction) Projects

Using Agency/BU: Select one from the dropdown list.

Concurrence: Using Agency internal routing requirements for Electronic Signatures (follow Proc Manual for threshold requirements)

Title: Title of person electronically signing form.

Attachments: Included any supplemental information to the Procurement Award Form. i.e.; *Scope of work, previous awards*.

**Any field where there is no data available, or no entry is required, either leave it blank or enter N/A. Any fields where there is known data, include for informational purposes. Any changes to an original award should contain the data that is being changed and any other relevant data required for JPAC review and approval.*

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Award Solicitation: Mike McCue Bullhead

Solicitation:	Mike McCue Bullhead	Interviews Required:	N	Is Old Transition:	NO
Contract Number:	1-0-0-0-0-0-0-0	Interviews Completed:	N	Is Old Transition:	N
Contract Start Date:	1/1/2000 12:00				
Contract End Date:	1/1/2000 12:00				
Contract Amount:	0.00				

Line Transactions

Line	Type	Status	Description	Service Date Begin	Code	Quantity	Remaining Quantity	Rate	Amount	Price	Discount	Discount Amt	Discount Amt Remaining	Activity Job	Measure	Project Business Unit	Activity Date	Line Date
1	Fixed Price		Mike McCue Bullhead	1/1/2000											1/1/2000		1/1/2000	1/1/2000
2	Fixed Price		Site Supervision	1/1/2000											1/1/2000		1/1/2000	1/1/2000
3	Fixed Price		Site Supervision - Hours	1/1/2000											1/1/2000		1/1/2000	1/1/2000
4	Fixed Price		Site Supervision - Hours	1/1/2000											1/1/2000		1/1/2000	1/1/2000
5	Fixed Price		Site Supervision - Hours	1/1/2000											1/1/2000		1/1/2000	1/1/2000
6	Fixed Price		Site Supervision - Hours	1/1/2000											1/1/2000		1/1/2000	1/1/2000
7	Fixed Price		Site Supervision - Hours	1/1/2000											1/1/2000		1/1/2000	1/1/2000

Award Solicitation: Mike McCue Bulkhead

Solicitation	Construction Bid 1671425...	Responses Received	[illegible]	[illegible]	[illegible]
Procurement BU	COJ BU	Active Responses	6	Will Participate	[illegible]
Close Date	7/3/2025 10:00	Shortlisted Responses	6	Responded	6
Solicitation Currency	USD				

Overview

	ACON Construction Co., Inc. Response: 4488...	C&L Landscape Inc. Response: 4488...	J.B. Coxwell Contracting Inc Response: 4488...	Shoreline Foundation, Inc. Response: 4488...	TIC - The Industrial Company Response: 4476...	Vecellio & Grogan, Inc. Response: 4479...
Business Relationship	Spend Authorized	Spend Authorized	Spend Authorized	Spend Authorized	Spend Authorized	Spend Authorized
Supplier Site						
Supplier Contact	Watson, Catherine	Hamburger, Tana	Service, Customer	Welch, Jessica	Bean, Elizabeth	Sutherland, Sherry
Response Status	Active	Active	Active	Active	Active	Active
Shortlist Status	Included	Included	Included	Included	Included	Included
Response Amount	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Total Award Amount						
Time of Response	7/3/2025 9:54	7/2/2025 14:51	7/3/2025 9:21	7/2/2025 10:15	7/1/2025 16:58	7/2/2025 16:36
Response Valid Until						
Reference Number						
Note to Buyer						
Attachments	No	No	Yes	Yes	Yes	Yes

Requirements

Requirement	Target Value	ACON Construction Co., Inc. Response: 4488...	C&L Landscape Inc. Response: 4488...	J.B. Coxwell Contracting Inc Response: 4488...	Shoreline Foundation, Inc. Response: 4488...	TIC - The Industrial Company Response: 4476...	Vecellio & Grogan, Inc. Response: 4479...
1. Affirmation							
1. Type name and title of person submitting bid in the comments box.		a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge
Attachments		Yes				Yes	
Comments		Frank Anderson, Vice President	Tana Hamburger, President	Chris Blank, Chief Operating Officer	Jessica Welch	Charles E. Hucks, Jr.	Matthew A. Farley Vice President
2. Type name of company in the comments box.		a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge
Attachments		Yes				Yes	
Comments		ACON Construction Co Inc.	C & L Landscape, Inc.	J.B. Coxwell Contracting, Inc.	Shoreline Foundation, Inc.	TIC - The Industrial Company	Hal Jones Contractor- A Division of Vecellio & Grogan, Inc.
3. No Alterations: Bidder has not altered the original Solicitation Document in any way and further understands that any such alteration of the original solicitation document may result in rejection of the bid.		a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge
Attachments		Yes				Yes	
4. Solicitation Silence: The Solicitation Silence policy is in effect for this solicitation and all communications related to this solicitation must be in writing to the designated procurement representative. Violations of the solicitation silence policy may result in the rejection/disqualification of the submission.		a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge
Attachments		Yes				Yes	
5. Legal authorization and solicitation specific minimum requirements: All bidders must be legally authorized to do business in Duval County and shall comply with all minimum requirements for this bid. Failure to submit evidence for meeting any of these requirements may be grounds for rejection. Vendor shall provide proof of applicable local business licenses and particulars such as specific licensure, experience on similar projects, years of expertise in the area etc.		a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge
Comments					see attached to "overview page upload" for licensing and relevant past experiences.	N/A	Attachments include: Duval Co License 24208; General Contractors License; COJ Qualification-Horizontal, Marine, ES Park; Similar Projects List; Current Contracts on Hand; Years of Experience
6. Certification of No Conflict of Interest: Supplier certifies that no official or employee of the City or independent agency requiring the goods or services described in the specifications has a material financial interest in the Supplier's company. Supplier must complete and submit the attached Conflict of Interest Statement fully detailing any potential conflicts.		a. Contractor certifies that no official or employee of the City or independent agency requiring the goods or services described in the specifications has a material financial interest in the Contractor's company.	a. Contractor certifies that no official or employee of the City or independent agency requiring the goods or services described in the specifications has a material financial interest in the Contractor's company.	a. Contractor certifies that no official or employee of the City or independent agency requiring the goods or services described in the specifications has a material financial interest in the Contractor's company.	a. Contractor certifies that no official or employee of the City or independent agency requiring the goods or services described in the specifications has a material financial interest in the Contractor's company.	a. Contractor certifies that no official or employee of the City or independent agency requiring the goods or services described in the specifications has a material financial interest in the Contractor's company.	a. Contractor certifies that no official or employee of the City or independent agency requiring the goods or services described in the specifications has a material financial interest in the Contractor's company.
Attachments		Yes	Yes	Yes	Yes	Yes	Yes
7. Equal Business Opportunity Program: Pursuant to Part 6 of Chapter 126, Jacksonville Ordinance Code, the City of Jacksonville encourages the utilization and participation of Jacksonville Small and Emerging Businesses (JSEBs) in its contract awards based upon availability. It is the City's intent in adopting this program to reflect the philosophy with regards to enhancing participation of JSEBs in all areas of procurement.		a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge
Attachments			Yes	Yes	Yes	Yes	Yes
8. Electronic Signature: I understand this acknowledgment serves as my electronic signature and has the same force and effect as my manual signature.		a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge
Attachments		Yes				Yes	
2. Submittal Statement							
1. Submittal Statement Bidder certifies that this proposal is made in good faith, without collusion or connection with any other entity bidding on this work. Bidder has examined and read all Drawings, Specifications, General and Special Conditions, and other Contract Documents, and all Addenda thereto, and is acquainted with and fully understands the extent and character of the work covered by this Proposal and the specified requirements, for the proposed work. Bidder certifies that no officer or agent of the CITY will directly or indirectly benefit from this bid. Bidder states that this Proposal is made in conformity with the Contract Documents and agrees that in case of any discrepancy or differences between its Proposal and the Contract Documents, the provisions of the latter shall prevail. Bidder certifies that it has carefully examined the foregoing Proposal after the same was completed and has verified every item placed thereon, and agrees to indemnify, defend and save harmless the CITY against any cost, damage or expense which may be incurred or caused by any error in the Bidder's preparation of same. Bidder states that all applicable taxes are included in the unit prices or Lump Sum Bid and acknowledges this project is not exempt from the State or Local Sales or Use taxes, and payment of such taxes is the responsibility of the Bidder. The undersigned Bidder agrees to keep its bid in effect for 120 calendar days after the Bid Opening date to allow the CITY time to award the bid, should it be awarded, and time to prepare and execute the contract (or issue the purchase order). This time period begins at the time bids are opened and ends upon the issuance of Notice to Proceed (NTP) by the CITY. The bid prices shall remain in effect throughout the life of the Contract. Failure of the CITY to issue NTP within the specified time period shall allow Bidder to withdraw its Bid and terminate its contract without penalty or forfeiture of Bid Bond. Failure of the CITY to issue NTP within the specified time period shall not entitle Bidder to an adjustment of its Bid prices, unless mutually agreeable by the CITY. Bidder certifies, under penalty of perjury and contract rescission, that it has all required licenses to perform the work required to fulfill the terms of the contract resulting from a successful bid. Furthermore, the Bidder affirms that all subcontractors requiring to be licensed are listed in its response and are properly licensed to perform work on their respective portions of this project.		a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge
3. General Requirements							
1. Scope of Services: The Public Works Department of the City of Jacksonville, Florida is currently accepting bids to obtain source(s) of supply for the item(s) or service(s) as outlined in the bid documents provided. See the attachment(s) for additional information. The work consists of furnishing all labor, materials and equipment and performing all operations necessary for the construction of the Mike McCue Bulkhead Replacement in accordance with the Contract Drawings and Specifications. The CONTRACTOR shall begin work within ten (10) calendar days, including Sundays and holidays, after the date of written notice from the owner to begin work, and shall complete the Base Bid work within 360 calendar days including Sundays and holidays, after the expiration of such ten (10) day notice.		a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge
2. Please review and acknowledge attached Plans and Specifications.		a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge
Attachments		Yes				Yes	
3. Bidders should submit or comply with the following requirements. Failure to submit any of these requirements may be grounds for rejection. a. Supplier shall provide proof of applicable local business license if located within Duval County. b. Supplier must be on the approved Pre-qualified Bidders List for either Horizontal or Marine category. c. Supplier must be a licensed General Contractor.		a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge
4. Please review and acknowledge the attached requirements.		a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge
5. The current City of Jacksonville Standard Specifications and City of Jacksonville Standard Details, including all Revisions published prior to the Bid Date by the Department of Public Works, shall be considered part of the Technical Specifications as far as these Documents apply to the proposed work included in the Contract Documents and Addenda. Jacksonville.gov - Procurement		a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge
6. The JEA Electrical Standards, Details and Materials, JEA Water & Sewer Standards, Details and Materials, including all Revisions published prior to the Bid Date by Electrical, Water & Sewer Divisions of the JEA, shall be considered part of the Technical Specifications, as far as these Documents apply to the proposed work included in the Contract Documents and Addenda.		a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge
7. In addition, any applicable sections and supplements of the current version of "Florida Department of Transportation Standard Specifications for Road and Bridge Construction", shall be considered a part of the contract documents, as far as the applicable sections and Drawings or any Addenda thereto. Where a Section number of the Florida Department of Transportation Standard Specifications, and/or index number of the Roadway and Traffic Design Standards are specified, then all other related applicable Sections and index numbers shall also apply. In addition, any applicable Sections and Indexes of the current version of "Standard Plans for Road Construction" shall also be considered a part of the Contract Documents, as far as the applicable Sections and Indexes apply to the proposed work called for on the Contract Drawings or any Addenda thereto.		a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge
8. Please review and acknowledge the attached requirements.		a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge
9. The following sections are hereby removed from the Terms and Conditions. Please disregard sections in their entirety. A.2 Award A.6 Quantities C.10 Delivery C.12 Discounts C.15 Escalation / De-escalation C.18 Force Majeure, Notice of Delay, and No Damages for Delay C.28 "Or Equal" Interpretation		a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge
10. Please review and acknowledge Incinerator Ash Material requirements.		a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge
11. Please review and acknowledge the Local Preference Policy for Certain Capital Projects. In accordance with Part 7 Subpart B of the Jax P-Code, for all capital improvement procurements of $7,000,000 or more that are awarded to a non-local business, the non-local business shall be required to use local businesses to perform or supply at least forty percent (40%) of the project based on the initial award amount (the Local Participation Requirement). The Chief of Procurement, in consultation with the using agency, may establish a lower participation percentage of no less than twenty percent (20%).		a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge
Attachments				Yes	Yes	Yes	Yes
12. Please review and acknowledge the attached requirements.		a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge
13. Federal funding does not apply to this bid.		a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge
4. Insurance Requirements							
1. COJ Construction Insurance Requirements		a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge
Attachments		Yes		Yes	Yes	Yes	Yes
5. Price Sheet							
1. Price Sheet: Please download the attached spreadsheet to enter prices and upload back. Please do not make any changes to the item descriptions or quantities indicated. See the attachment(s) for additional information. **Price Sheet** 1. PROPOSAL a. A Bidder must provide a price on each item listed. b. Unless stated otherwise by the City, all bid prices should include the furnishing and installing materials. c. Bidder must insert extended prices obtained by multiplying the proposed quantities times the unit prices. In case of errors, unit prices will govern. The corrected extended prices and corrected Total Base Bid will be used to determine the lowest qualified Bid. d. The Total Base Bid plus selected Alternate(s), if any, will be used to determine the lowest bidder. If selected, Alternate(s) will be awarded in the order listed (i.e. – 1,2,3…). e. Bidder agrees to keep its bid in effect for 120 calendar days after the Bid Opening date to allow the CITY time to award the bid, should it be awarded, and time to prepare and execute the contract (or issue the purchase order). This time period begins at the time bids are opened and ends upon the issuance of Notice to Proceed (NTP) by the CITY. The bid prices shall remain in effect throughout the life of the Contract. Failure of the CITY to issue NTP within the specified time period shall allow Bidder to withdraw its Bid and terminate its contract without penalty or forfeiture of Bid Bond. Failure of the CITY to issue NTP within the specified time period shall not entitle Bidder to an adjustment of its Bid prices, unless mutually agreeable by the CITY. f. Bids in which the prices are obviously unbalanced are subject to rejection. The CITY shall not be liable to the CONTRACTOR for failure to reject or notify the Bidder of any unbalanced bid. 2. CONDITIONS IN BIDDER'S PROPOSAL a. The Bidder shall not stipulate in its Bid Proposal, or append thereto, any conditions contrary to those contained in the Contract Documents. 3. TAXES a. Bidders shall include in their bid prices any sales taxes or use taxes which they are required by law to pay. Bidders are reminded, it is the CONTRACTOR'S responsibility to pay all Florida Sales Taxes that are required to be paid to the State under the subject contract. These taxes, by State law, are not to be set forth as a separate line item. Therefore, the CONTRACTOR shall devise his own method to insure recovery. Additional allowances will not be made for failure to include these required taxes in the proposal. 4. QUANTITIES a. It is understood that the quantities set forth in the Proposal Form are calculated estimates, and that payment will be made only upon the actual quantities of work complete in place, measured as defined in the Contract Documents. It is the Bidder's responsibility to verify the scope and quantity of work included in lump sum bid items. No Adjustment in a lump sum bid price will be allowed for errors in quantity tabulations unless there is a change in the defined scope of work after receipt of the bids. b. It is anticipated that the quantities set forth in the Bid Proposal Form are reasonable and will not be exceeded. During the bid process, any Bidder finding a discrepancy larger than 10% of the estimated quantity shall bring the discrepancy to the attention of the ENGINEER. The quantity estimated will be checked and if found in error, an addendum will be published and distributed to all Bidders. Notwithstanding the foregoing, however, if during construction any quantity is exceeded, the overrun must be approved by the ENGINEER prior to proceeding with work to incorporate the item in the construction. No change order for this additional work will be required other than a final change order for the amount installed, except when any one pay item is increased by more than 20% of the quantity listed or when the total amount of all overruns or underruns exceeds $50,000. If any one of said quantities is adjusted greater than twenty percent (20%), then the unit price is subject to negotiation. c. It is expressly understood and agreed that the foregoing Total Bid(s) is/are the basis for establishing the amount of the Bid Security and is not to be construed to be a Lump Sum Proposal. 5. SUBSTITUTION OF "OR EQUAL" ITEMS a. The materials, devices, systems, appliances, or equipment designated in the Contract Documents by a manufacturer's, vendors, proprietary or trade name, establish a standard of required function, dimensions, appearance and quality to be met. Wherever the designation of such items is not followed by "or equal", it shall be deemed that the words "or equal" do follow such designation. A Bidder may propose the substitution of items equaling or bettering the standards of those specified, upon submission to the ENGINEER, not less than 10 days (7 if informal) prior to the date for receipt of Bids, of complete information on the proposed substitute including its name, manufacturer, drawings, cut-sheets, performance, test data, and any other information required by the ENGINEER for evaluation of the proposed substitute. b. Approval, if granted, by the ENGINEER of a proposed substitute shall be in the form of an Addendum issued to all prospective Bidders. Whenever a bidder proposes to furnish an approved substitute, it shall be responsible for and include in its base bid the cost of making all adjustments to accommodate the substitute including, but not limited to, structural elements, auxiliary equipment, piping, electrical, mechanical and control systems, which are required to provide a complete satisfactory operating installation of the substitute item. Approval of the substitute item shall be in the sole discretion of the ENGINEER upon its finding that it conforms to all structural, architectural, mechanical, electrical and other design criteria as well as required operating performance characteristics. Failure of the ENGINEER to complete the review and evaluation of a proposed substitute in time to issue an addendum prior to the receipt of Bids shall not authorize any Bidder to include such substitute in a Bid nor shall it be the basis of a protest by a Bidder. c. No substitute or "or equal" item which has not been previously approved as required by this Section, shall be included in the proposal. If, regardless of the above prohibition, a non-approved substitute item is shown on the proposal, it shall be disregarded in consideration of award, and if an award is made to such Bidder, the Bidder shall furnish the item as specified with no change in Bid price notwithstanding the substitute shown on the proposal. d. Following the award of a contract, substitution of any item from that specified or approved prior to receipt of bid, shall be requested in accordance with the applicable sections of the General Conditions (Construction).		a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge
Attachments		Yes	Yes	Yes	Yes	Yes	Yes
6. Sample Contract							
1. Please review and acknowledge the attached sample contract.		a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge
7. Owner Direct Material Purchase							
1. Please review and acknowledge the Owner Direct Materials Program. Direct Material Purchases		a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge

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	Pursuant to Florida Statutes, Section 212.08(6), and Florida Administrative Code, Number 12A-1.094, the City of Jacksonville is exempt from Florida Sales Tax for the purchase of construction materials, supplies and/or equipment incorporated into a construction project. Furthermore, the Procurement Division is required per the Jax P-Code, 126.306 (5), to include Owner Direct Materials Purchase Order (ODPO) or Direct Materials Purchase Order (DMPO/DPO) in all capital improvement solicitations which requires the contractor to include on the schedule of values, a total line-item cost by material type for each supply purchase necessary for the project. This requirement applies to any line item (type of material) where the total cost of the type of material is $100,000 or more for non-JSEB suppliers, and $10,000 or more for JSEB suppliers, unless the Chief of Procurement determines, based on satisfactory written justification provided by the using agency, that the city's purchase of supplies for a capital improvement procurement is not feasible, economical, or beneficial to the city's interests. Per the solicitation clauses, the supplier will be responsible for all matters relating to the receipt of materials purchased by the city, including verifying correct quantities, inspection, and acceptance of the materials at the time of delivery. The supplier shall also bear the costs of all payment and performance bonds and insurance, including builder's risk insurance. The supplier shall be responsible for coordinating the delivery, storage, and incorporation of material purchases made by the city. Once the materials are incorporated in the project, they become the responsibility of the supplier. Failure by the supplier to comply with the tax exemption procedures, which will result in taxes, fines or damages to the city shall be the sole responsibility and liability of the supplier. The bid price is the contract price as awarded and must include any applicable sales tax. Material prices may fluctuate but there will be no increase to the contract price. **Any adjustments up or down to the original estimated cost are absorbed within the bid price. In addition, the supplier is required to register or already be registered in 1Cloud prior to any purchase request.** The Supplier link for registration is www.jacksonville.gov/supplierportal or Jacksonville.gov - Supplier Portal							
8.	**Subcontractors and Shop Fabricators**							
*	Please review and acknowledge attached requirement for subcontractors and shop fabricators.		a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge
	Attachments		Yes	Yes	Yes	Yes	Yes	Yes
9.	**Bid Surety Requirements**							
*	Bid / Surety Requirements 1. BID SECURITY a. If required, the Proposal shall be accompanied by Bid security in the form of a Bid Bond executed by the Bidder and a surety company regularly commissioned and currently licensed as a resident or non-resident agent in the State of Florida, or either a certified or cashier's check drawn on any national bank in an amount equal to five percent (5%) of the Bid amount made payable to the City of Jacksonville. Said Bid Security guarantees the Bidder will not withdraw from the competition after opening the Bids and, in the event the Contract is awarded to the Bidder, it will execute the Contract and furnish the required bonds within ten (10) days after notification. If it withdraws or fails to provide the bonds, the Bid Security and all proceeds there from shall become the property of the CITY as agreed upon, to be fixed as reasonable liquidated damages. In any Contract involving the expenditure of Federal funds, the bond must be written by a Federally approved bonding agency. A copy of the currently approved agencies will be furnished prospective bidders on request from the U. S. Department of Housing and Urban Development (H.U.D.). 2. RETURN OF BID SECURITY a. As soon as Bids have been satisfactorily evaluated by the CITY, the Bid Securities accompanying Bids which in the CITY'S judgment would not likely be considered for the award may be returned. All other Bid Securities will be held until the award has been made and executed, after which the Bid Securities will be returned to the respective Bidders who tendered same. 3. CONTRACT PERFORMANCE AND PAYMENT BONDS a. Except as provided in the General Conditions, Contract Bonds in the form provided in these Contract Documents will be required in an amount equal to one hundred percent (100%) of the Contract Amount and shall be written with a surety company regularly commissioned and currently licensed as a resident or non-resident agent in the State of Florida. Such surety company must be approved by the CITY'S Division of Insurance and Risk Management. The bonds shall guarantee the faithful performance of this Contract, including delay damage expense, and payment for labor, materials, and supplies used therefore. For a Contract involving Federal funds, the bond must be written by a Federally approved bonding agency. (A copy of bonding agencies currently approved by the Federal Government will be furnished upon request from the U. S. Housing and Urban Development (H.U.D.) Department). When Performance and Payment Bonds are not required: i. The CONTRACTOR, prior to final payment, will certify by affidavit that laborers, materialmen and Subcontractors, as defined in Florida Statute s. 713.01, have no claims against the Contractor resulting from the completion of the work provided for in the Contract. ii. Payments will be made by the CITY jointly between or among the Contractor and its Subcontractors and suppliers. 4. WITHDRAWAL OF BIDS a. A bidder may withdraw its Bid without forfeiture of bid security not later than the day and hour set in the advertisement for receiving Bids, "the bid time", by communicating its withdrawal in writing to the CITY. When "the bid time" has passed, no Bidder shall thereafter have a right to withdraw its bid. Subsequent to the opening of Bids, withdrawal will subject the Bidder's Bid Security to forfeiture.		a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge	a. Acknowledge
	Attachments		Yes	Yes	Yes	Yes	Yes	Yes

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Award Solicitation: Mike McCue Bulkhead

Solicitation **Construction Bid 16714-25,4**	Responses Received **6**	Invited Suppliers **323**
Procurement BU **COJ BU**	Active Responses **6**	Will Participate **9**
Close Date **7/3/2025 10:00**	Shortlisted Responses **6**	Responded **6**
Solicitation Currency **USD**		

Lines

Number of Awarded Lines **0**
Number of Awarded Suppliers **0**
Total Award Amount

1 Total Base Bid amount for Mike McCue Park Bulkhead

Line Type **Dollars**
Category Name **912.23 Construction, General (Backfill Serv**
Start Price
Current Price
Estimated Total Amount
Award Amount
Savings
Savings

	Target Value	ACON Construction Co., Inc. Response: 448896	C&L Landscape Inc. Response: 448882	J.B. Coxwell Contracting Inc Response: 448854	Shoreline Foundation, Inc. Response: 448864	TIC - The Industrial Company Response: 447642	Vecellio & Grogan, Inc. Response: 447653
Business Relationship		Spend Authorized	Spend Authorized	Spend Authorized	Spend Authorized	Spend Authorized	Spend Authorized
Supplier Site							
Response Status		Active	Active	Active	Active	Active	Active
Shortlist Status		Included	Included	Included	Included	Included	Included
Rank		6	5	3	1	4	2
Line Pricing							
Response Price		4,273,999.00	3,949,778.00	2,640,435.43	1,962,553.00	2,736,980.00	2,307,358.71
Unit Price Savings							
Unit Price Savings Percent							
Award Decision							
Award		No	No	No	No	No	No
Award Amount							
Note to Buyer							
Attachments		No	No	No	No	No	No

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