◆ BEST AND FINAL SUBMITTAL ◆

(ITN) #010-19

RESPONSE TO INVITATION TO NEGOTIATE

FOR ACQUISITION OF

A NEW JEA CORPORATE HEADQUARTERS

PREPARED FOR:

CBRE

REPRESENTING:

JEA

LDOF40009.18

SUBMITTED BY:

KINGS AVENUE STATION P3, LLC

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I.
BEST AND FINAL OFFER FORM

Best and Final Offer Form – JEA Headquarters

CBRE on Behalf of JEA is requesting each of the shortlisted teams to provide a "Best and Final Offer" (BAFO) or Final Reply proposal by **4:00 p.m. Monday, March 11, 2019** in accordance with the following. This form must be submitted with the following exhibits:

A. Attachment #7 to the ITN with Mandatory Backup (Work Breakdown, matching prior formats).
B. Development Responsibility Allocation Response.
C. Early Development Plan (as previously submitted or an edited version).

The offer should be submitted to Michael Harrell at CBRE at Michael.Harrell@cbre.com and to Elaine Selders with JEA Procurement as seldel@jea.com:

1. **SCHEDULE:**

a. Duration from Award to Agreement on Exhibit ZZZ & Baseline Budget

Months ___**1 Month**_____*

b. Duration from Award to Lease Agreement

Months ____**3 Months**_____*

c. Duration from Award to Sitework Commencement

Months ____**7.3 Months**_____*

d. Duration from Award to vertical construction commencement

Months ____**9 Months (Foundations)**_____*

e. Duration from vertical construction commencement to Tenant Start (Dry-In)

Months ____**10 Months**_____*

f. Duration from vertical construction commencement to Shell Substantial Completion

Months ____**14.5 Months**_____*

**All durations shall be included in the Lease Agreement as an Exhibit. Delays (as defined in the Lease) to these Deadlines that are not caused by JEA, JEA's vendors or consultants or Force Majeure, shall impact Lease Start by an equal Per Diem amount post Occupancy.*

2. **AREA CALCULATIONS:**

a. Proposed Rentable Square Footage of the building (Calculate based on BOMA for a multi-tenant building):

_____**176,320**_____RSF

CBRE

b. Proposed Gross Square Footage of the building:
_____**193,680**_____GSF

3. LEASE TERMS:

a. Beginning base rent net of all CAM charges and taxes including escalation method

Base Rent: **$30.95 / (GSF) or $34.00 / (RSF)**
Escalation Method: _____**2.5**_____ %

b. Line item detail of CAM charges net of the costs of building security personnel and monitoring charges. (Tenant to provide) Provide a separate exhibit with all charges, charge descriptions and assumptions. – **See Attached exhibit**

c. Tenant Improvement Allowance per rentable square foot:

TI Allowance: $____**75**____ /RSF

d. Estimated year one real estate taxes

$_____**See attached exhibit from item #3b**_____

e. Applied rent constant

7.8%

4. INITIAL PROGRAM BUDGET:

a. Include Final Exhibit 7 with any revisions, updated work breakdown (CSI or similar) required.

b. Parking charges if any for 850 spaces

$35 per space / month. Final quantity of spaces TBD by JEA. Flexibility can be afforded should the need for less or more than 850 spaces requested. JEA to only pay for spaces used. Parking space charges up to 850 spaces included in rent.

c. Land cost or allocation of annual ground lease payments and escalations, if any.

Ground Lease included in base rent

d. Rent Abatement Period (if any) ___ Days/Months
Rent begins at the earlier of month 35 or occupancy.

e. Developer Fee _____**3.0**_____ %

CBRE

f. All other development costs including: Legal, Due Diligence, Zoning, Impact, Consultant financings fees and insurance, other soft costs, soft cost contingency, interest reserve, operating reserves etc.

$_____See Attachment 7 & Backup_____

g. General Contractor Fee ____**4**_____ %

h. GC's & GR's

GC's - 6.10% ($2,614,301 / $42,888,826)
GR's - .88% ($378,382 / $42,888.826)_____ %

i. Cost per SF or Building NTE **$190.76 / GSF ($36,946,420 / 193,680 GSF)**

*****Above amount is not inclusive of fee, GC, GR, Builders Risk, Surety & Insurances**

j. Capitalization:

i. Proposed capitalization plan. Will construction be funded with a construction loan? Please provide lender references and contact information.

Construction Loan to be provided by Bostonia Partners
Brian Gault: phone (617) 226-8124 / bgault@bostonia.com
One Exeter Plaza
699 Boylston Street, 8th FL
Boston, MA 02116

ii. Will the developer escrow the tenant improvement allowance or provide a letter of credit?
Yes

II.
ATTACHMENT 7
ITN SCOPE BREAKDOWN FORM

ATTACHMENT 7
ITN COST/SCOPE BREAKDOWNFORM
ITN # 010 19

Project Shell Cost Breakdown:

A	Base Building Shell Soft Costs not including TI's	$3,538,000	A = 1 - 3	
		1	$2,240,000.00	Design & Engineering
		2	$100,000.00	Due Diligence Costs
		3	$1,198,000.00	All other Costs & Contingencies
B	Base Building Shell Hard Costs Not including TI's	$42,888,826	B = a - f	
		a	$2,614,301.00	GC/CMAR Project General Conditions**
		b	$378,382.00	GC/CMAR Project General Requirements**
		c	$1,649,570.00	GC/CMAR Fee*
		d	$128,666.00	GC/CMAR Builders Risk*
		e	$1,171,487.00	GC/CMAR Surety/Insurance/SubGuard or equal*
		f	$36,946,420.00	Provide CSI Breakdown or similar Work Breakdown***

*= Required Separation; ** = Required Separation & Explanation; *** = Required Further Breakout

C	Base Building Development Costs not including TI's	$29,069,413	(All costs outside Hard, Soft & Raw Land: Developer, Leasing, Taxes, Insurance, Etc…) - incl existing garage	
D	Base Building Real Estate Costs	$3,084,555	Do not include anything but Raw Land Costs.	
E	Confirm no Remediation Costs are included	0	Per ITN Requirements this cell should = $0.00.	
F	Base Building Other Costs	$3,120,701	Further Explanation and breakdown is required. - **Contingency**	
G	Total Base Building Costs not including TI's	$81,701,501	G = A - F	
H	Separate P & P Bond as an "Add on"		$233,811.00	
I	Total Rentable Square Footage	176,320	Per CBRE	
J	Total Gross Square Footage	193,680	Confirm	???
K	Resultant Load Factor	-	Confirm	
L	Confirm Property Flood Zone(s)	Mostly X & Some B	Confirm	
M	Confirm # of Dedicated Parking Spaces	850	quantity can adjust as needed	
N	Confirm Cost Per Parking Space Per Month		$0.00	Included in rent

III.
PROJECT BREAKDOWN
CONCEPT BUDGET
SCHEDULE OF VALUES

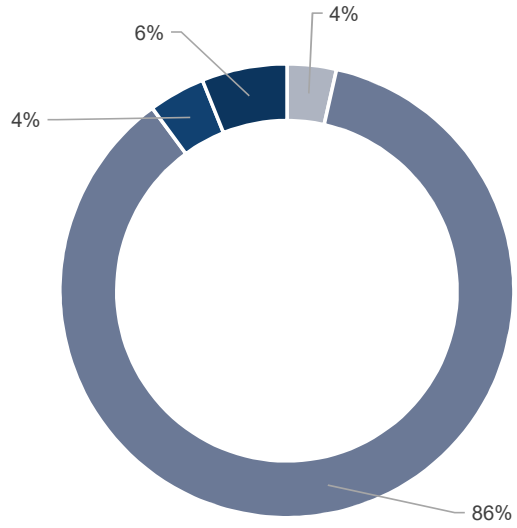
EXECUTIVE SUMMARY

JEA OFFICE BUILDING

JACKSONVILLE, FL
March 6, 2019

Project Breakdown	Concept Budget 3/6/2019	Unit Pricing	
SITEWORK	$1,297,018	$997,706	AC
SHELL OFFICE BUILDING	$31,911,078	$164.76	GSF
PARKING GARAGE MODIFICATIONS	$1,496,000	$1,789	SPACE
CONTINGENCY	$2,242,324	$11.58	GSF
TOTAL PROJECT	**$36,946,420**	**$190.76**	**GSF**

Project Cost Percentage Breakdown



SCHEDULE OF VALUES | SITE

BRASFIELD & GORRIE GENERAL CONTRACTORS

JEA OFFICE BUILDING

JACKSONVILLE, FL

3/6/2019

		AC:	1.30	
CSI	**Item of Work**	**Total Cost**	**Cost Per AC**	**%**
170	Maintenance of Traffic	**$172,278**	**$132,522**	**13.3%**
225	Clearing / Demolition	**$72,000**	**$55,385**	**5.6%**
230	Earthwork & Utilities	**$686,000**	**$527,692**	**52.9%**
232	Unsuitable Soils	**$0**	**$0**	**0.0%**
265	Concrete Paving, Curbs, & Striping	**$129,640**	**$99,723**	**10.0%**
270	Sidewalks & Pavers	**$64,100**	**$49,308**	**4.9%**
280	Site Furnishings	**$30,000**	**$23,077**	**2.3%**
285	Landscape & Irrigation	**$78,000**	**$60,000**	**6.0%**
295	Site Electrical / Lighting	**$65,000**	**$50,000**	**5.0%**
1850	Permit Fees	**Broken Out Separately**	**$0**	**0.0%**
1860	Contractor Insurance and Risk Management	**Broken Out Separately**	**$0**	**0.0%**
1870	Builder's Risk Insurance	**Broken Out Separately**	**$0**	**0.0%**
1900	Subcontractor Default Protection	**Broken Out Separately**	**$0**	**0.0%**
1920	Payment & Performance Bonds	**Broken Out Separately**	**$0**	**0.0%**
	Subtotal	**$1,297,018**	**$997,706**	**100.00%**
	Fee	**Broken Out Separately**	**$0**	**0.00%**
	Totals	**$1,297,018**	**$997,706**	**100.00%**

SCHEDULE OF VALUES | OFFICE BUILDING

BRASFIELD & GORRIE GENERAL CONTRACTORS

JEA OFFICE BUILDING

JACKSONVILLE, FL

3/6/2019

		GSF:	193,680	
CSI	**Item of Work**	**Total Cost**	**Cost Per SF**	**%**
115	Construction Layout & Building Control	**$38,842**	**$0.20**	**0.1%**
130	Cleanup & Dumpsters	**$340,487**	**$1.76**	**1.1%**
180	Equipment & Tools	**$186,073**	**$0.96**	**0.6%**
190	Tower Crane	**$1,050,000**	**$5.42**	**3.3%**
192	Material Hoist	**$231,440**	**$1.19**	**0.7%**
210	Deep Foundations	**$728,242**	**$3.76**	**2.3%**
300	Concrete Foundations, Shear Walls, & Slabs	**$3,648,191**	**$18.84**	**11.4%**
310	Architectural Precast	**$582,000**	**$3.00**	**1.8%**
405	Exterior Stone	**$70,050**	**$0.36**	**0.2%**
500	Structural & Misc. Steel	**$4,366,308**	**$22.54**	**13.7%**
505	Ornamental Metals	**$394,400**	**$2.04**	**1.2%**
600	Rough Carpentry	**$49,388**	**$0.25**	**0.2%**
610	Millwork/Finish Carpentry	**$70,000**	**$0.36**	**0.2%**
700	Waterproofing/Caulking	**$183,132**	**$0.95**	**0.6%**
720	Fireproofing	**$367,798**	**$1.90**	**1.2%**
730	Metal Panels	**$293,120**	**$1.51**	**0.9%**
750	Roofing	**$616,883**	**$3.19**	**1.9%**
800	Doors/Frames/Hardware	**$146,608**	**$0.76**	**0.5%**
820	Exterior Glass & Glazing	**$6,175,280**	**$31.88**	**19.4%**
910	Framing, Drywall & Stucco	**$1,237,080**	**$6.39**	**3.9%**
920	Acoustical Ceilings	**$32,000**	**$0.17**	**0.1%**
930	Hard Tile	**$86,200**	**$0.45**	**0.3%**
950	Resilient Flooring	**$17,016**	**$0.09**	**0.1%**
960	Carpet	**$8,160**	**$0.04**	**0.0%**
990	Paint & Wall Coverings	**$125,892**	**$0.65**	**0.4%**
999	Lobby Finish Allowance	**$240,600**	**$1.24**	**0.8%**
1000	Specialties	**$168,280**	**$0.87**	**0.5%**
1010	Signage	**$238,420**	**$1.23**	**0.7%**
1020	Exterior Canopies	**$542,400**	**$2.80**	**1.7%**

JEA OFFICE BUILDING

JACKSONVILLE, FL

3/6/2019

		GSF:	193,680	
CSI	**Item of Work**	**Total Cost**	**Cost Per SF**	**%**
1100	Equipment	**$75,000**	**$0.39**	**0.2%**
1210	Window Treatments	**$162,317**	**$0.84**	**0.5%**
1300	Photovoltaic Roof Panels	**$300,000**	**$1.55**	**0.9%**
1401	Elevators	**$1,110,931**	**$5.74**	**3.5%**
1530	Fire Protection	**$398,308**	**$2.06**	**1.2%**
1540	Plumbing	**$924,980**	**$4.78**	**2.9%**
1550	HVAC	**$2,808,360**	**$14.50**	**8.8%**
1600	Electrical	**$2,140,480**	**$11.05**	**6.7%**
1602	Emergency Generator	**$1,340,000**	**$6.92**	**4.2%**
1603	UPS System	**$222,732**	**$1.15**	**0.7%**
1604	Security	**$193,680**	**$1.00**	**0.6%**
1800	General Conditions	**Broken Out Separately**	**$0.00**	**0.0%**
1810	General Requirements	**Broken Out Separately**	**$0.00**	**0.0%**
1820	Preconstruction	**Broken Out Separately**	**$0.00**	**0.0%**
1850	Permit Fees	**Broken Out Separately**	**$0.00**	**0.0%**
1860	Contractor Insurance and Risk Management	**Broken Out Separately**	**$0.00**	**0.0%**
1870	Builder's Risk Insurance	**Broken Out Separately**	**$0.00**	**0.0%**
1900	Subcontractor Default Protection	**Broken Out Separately**	**$0.00**	**0.0%**
1920	Payment & Performance Bonds	**Broken Out Separately**	**$0.00**	**0.0%**
	Subtotal	**$31,911,078**	**$164.76**	**100.00%**
	Fee	**Broken Out Separately**	**$0.00**	**0.00%**
	Totals	**$31,911,078**	**$164.76**	**100.00%**

SCHEDULE OF VALUES | PARKING GARAGE

BRASFIELD & GORRIE GENERAL CONTRACTORS

JEA OFFICE BUILDING

JACKSONVILLE, FL

3/6/2019

		SPACES:	836	
CSI	**Item of Work**	**Total Cost**	**Cost Per SPACE**	**%**
130	Cleanup & Dumpsters	**$5,000**	**$5.98**	**0.3%**
225	Selective Demoliton	**$60,000**	**$71.77**	**4.0%**
280	Parking Garage Connector	**$600,000**	**$717.70**	**40.1%**
300	Misc Concrete	**$25,000**	**$29.90**	**1.7%**
340	Structural Precast Modifications	**$50,000**	**$59.81**	**3.3%**
500	Structural & Misc. Steel	**$40,000**	**$47.85**	**2.7%**
700	Waterproofing/Caulking	**$7,500**	**$8.97**	**0.5%**
810	Fire Shutter	**$25,000**	**$29.90**	**1.7%**
990	Painting	**$23,500**	**$28.11**	**1.6%**
999	Garage Lobby Modifications at Connector	**$75,000**	**$89.71**	**5.0%**
1100	Parking Equipment	**$70,000**	**$83.73**	**4.7%**
1300	Photovoltaic Roof Panels	**$500,000**	**$598.09**	**33.4%**
1501	Fire Protection	**$0**	**$0.00**	**0.0%**
1511	Plumbing	**$0**	**$0.00**	**0.0%**
1531	HVAC	**$0**	**$0.00**	**0.0%**
1601	Electrical	**$15,000**	**$17.94**	**1.0%**
1850	Permit Fees	**Broken Out Separately**	**$0.00**	**0.0%**
1860	Contractor Insurance and Risk Management	**Broken Out Separately**	**$0.00**	**0.0%**
1870	Builder's Risk Insurance	**Broken Out Separately**	**$0.00**	**0.0%**
1900	Subcontractor Default Protection	**Broken Out Separately**	**$0.00**	**0.0%**
1920	Payment & Performance Bonds	**Broken Out Separately**	**$0.00**	**0.0%**
	Subtotal	**$1,496,000**	**$1,789.47**	**100.00%**
	Fee	**Broken Out Separately**	**$0.00**	**0.00%**
	Totals	**$1,496,000**	**$1,789.47**	**100.00%**

IV.
CAM EXHIBIT
LEASING TERMS

CAM EXHIBIT

$ 1.72	per RSF	Reserves
$ 1.68	per RSF	Janitorial (nightly cleaning, supplies, dayporter, dumpster svc, window cleaning, floor care, carpet cleaning)
$ 0.53	per RSF	Grounds (landscaping, interior plants, parking lot maintenance, irrigation/sprinkler repairs)
$ 0.31	per RSF	HVAC (filter contract, supplies and repairs)
$ 0.11	per RSF	Elevator (service contract and repairs)
$ 0.28	per RSF	Life Safety (monitoring, security system repairs, fire system repairs, all life safety inspections-fire extinguishers, exit lights, fire panel, sprinklers)
$ 0.68	per RSF	Maintenance and Property Mgmt staff
$ 0.50	per RSF	Repairs & Maintenace (Pest Control contract, bulbs & lighting, electrical repairs, plumbing repairs, locks/keys, floor/carpet repairs, roof repairs, general bldg repairs)
$ 1.18	per RSF	Administrative (Mgmt Fees, Admin Fees, office supplies, postage, phones, internet/IT, association dues)
$ 1.71	per RSF	Real Estate Taxes
$ 0.30	per RSF	Insurance (property, general liability, Boiler & Machinery, Umbrella)
$ 9.00	per RSF	TOTAL

***These are estimates based on historical data that are subject to change based on actual expenses

V.
DEVELOPMENT RESPONSIBILITY ALLOCATION

Construction Addendum
Schedule 1
Development Responsibility Allocation

INTRODUCTION

Schedule History and Intent:

1. It is the intent of the Lease and this Schedule to establish Guaranteed Maximum Prices (GMP), Allowances, Metrics and Performance requirements for the Base Building (including Sitework), Garage/Parking and Tenant Improvements.
2. The ITN requested your firm's indication of total construction cost categorized as Shell GMP or Tenant Improvement (TI) GMP. Additional information submitted further breaks down those numbers into prescriptible metrics for further developing or calculating into the GMP's.
3. This Schedule is intended to separate scope into those two categories, Shell GMP & TI GMP.
4. It should be noted that, this Schedule will be a condition of the Lease and as such will prescribe notable scope impacts to the Lease or possibly to JEA's capital contribution.
5. The following rules shall exist as it relates to this Schedule and the Lease:
    a) If Respondent has not indicated that certain scope or budget items are the responsibility of JEA or the TI GMP, then by default, such scope or budget items shall be a condition which would fall within the Developer's Shell's GMP.
    b) There is no "third category" of project cost unless prescribed by the Developer/Respondent in response to this form. If such other "third category" is prescribed by the Developer then it will be:
        i. Clearly defined and the precedent conditions established.
        ii. The scope/budget line items in the matrix below or as added by the developer shall be clearly marked as a "third category".
        iii. AND the payment structure or other impact on the project terms, budgets and/ or costs clearly represented. (IE: do they impact the lease cost OR JEA's capital expense cost related to the Tenant Improvements.)
    c) In all aspects the Developer shall deliver a Class A office building or as indicated within this Schedule, whichever is stricter or the higher quality/quantity requirement.
6. Additive scope items, assumptions or clarifications are acceptable.
7. Landlord, Developer and Respondent are used synonymously.

Project Description:

8. The project shall consist of a new office building with a rentable square footage of 170,000 to 190,000 RSF AND parking for approximately 850 vehicles (760 traditional parking spaces, including at least 20 EV vehicle spaces with respective charging stations, 40 customer/visitor spaces and 50 fleet spaces) being developed for JEA in Jacksonville, Florida.
9. The square footage range is developed as low and high parameters to be further defined once programming is completed.
10. The new shell office building will consist of all base building costs for the office space (not including Tenant Improvements "TI's") and utility extensions as required and associated site improvements.

Based on the Landlord completing the Building Site, Shell & Core Systems ready for Tenant Improvements (TI), the Site, Shell & Core condition generally includes, but is not limited to the following:

1. Building's structural systems and exterior enclosure, fully dried in and secured.
2. Partitions, Doors, Windows, Assemblies, Ceilings, Finishes, Fixtures, Equipment, Utilities, Signage and Low Voltage aspects as required by Code and as located within Shell, Core, Site or Common areas.
3. Base building mechanical, electrical and plumbing, fire, life safety and conveyance systems sized to meet the demands of the Tenant spaces, Building requirements and Amenities prescribed in the ITN AND pursuant to the conditions in the below matrix.
4. Telecommunications pathways and secured Communications (Comms or Data, synonymously) rooms at each floor.
5. Convenient, accessible and stacked shafts (separate) for (1) Low Voltage and (2) Electrical.
6. Finished (manufacturer premium finishes) and rated elevators.
7. Fire egress stairwells
8. Building ground floor lobby (Code required exit path lobby by Developer Design Firm – layout coordinated with TI Design Firm. Finishes by TI Design Firm as part of Shell GMP.
9. Common area restrooms and drinking fountains on each floor.
10. Core areas shall be included in Shell/Core scope, complete to the outside of the core wall surface (IE: drywall) or other surface capable of accepting Tenant finishes (finishes by Tenant).

11. Completed site work including FF&E, security, utilities to serve Shell, parking, lighting, hardscape, code signage, landscaping and irrigation.
12. Base building sprinkler loop with code-required core and shell coverage plus TI sprinklers turned up.
13. All costs shall include necessary approvals, variances, fees, permits, design, engineering, consultancy, materials, labor, supervision, indirect and direct costs associated with a fully functional, certified occupancy and AHJ approved facility.

Tenant Improvement work generally includes work outside the Site/Common/Core/Shell footprint, including the following:

1. Interior partitions
2. Interior doors, frames and hardware
3. Ceilings
4. Flooring
5. Interior paint
6. Light fixtures and controls and exit lights
7. Electrical distribution system including panels, conduits and outlets
8. Low Voltage distribution
9. HVAC distribution and controls
10. Sprinkler grid with heads added and relocations and modifications per tenant final design
11. Smoke and Fire detectors and Life Safety devices
12. Non-code related interior Signage
13. Security systems
14. All TI costs shall include necessary approvals, variances, fees, permits, design, engineering, consultancy, materials, labor, supervision, indirect and direct costs associated with a fully functional, occupiable and AHJ approved facility.

General Scope & Quality Standards:

1. Code Compliance – Applicable code compliance should be considered, to be a minimum requirement in designing the project, including the following codes without limitation plus any other local, state or federal codes and/or design requirements, not listed below:
    a) Florida Building Code, 6th Edition (2017) and as noted for wind loads in ITN Addendum 5 for Duval County.
    b) Florida Plumbing Code, 2017 Edition
    c) Florida Mechanical Code, 2017 Edition
    d) NFPA 70: National Electrical Code – 2014 Edition.
    e) NFPA 72: National Fire Alarm and Signaling Code – 2013 Edition
    f) NFPA 13: Automatic Sprinkler Systems Code – 2013 Edition
    g) Florida Fire Protection Code, 6th Edition (2017)
    h) Florida Energy Code, 2017 Edition
    i) Latest Florida State Amendments to the Building Code
    j) NFPA 1: Fire Code, 2015 Edition
    k) NFPA 101: Life Safety Code, 2015 Edition
2. Energy Efficiency – The project shall comply with state and local energy codes or ASHRAE 90.1-2013 and subsequent revisions, whichever is stricter, and shall comply with the Department of Energy's International Performance Measurement and Verification Protocol (IPMVP) for energy consumption.

3. Indoor Air Quality – The project shall comply with the provision that the ambient air quality standard requirements shall be site specific and not region specific (i.e., ambient air quality at the proposed point of fresh air intake) and the building fresh air intake shall be located away from loading areas, building exhaust fans, cooling towers and other point sources of potential contamination.

4. Ozone Depletion / CFC – Equipment utilizing CFC refrigerants will not be permitted in the project.

5. Smoking – Smoking is banned in all areas of the building and any exterior zones within 25' of building entrances.

6. Storage and Collection of Recyclables – The project shall include a centralized ground-floor location for collection and storage of materials separated from each other for recycling, including: newspaper, glass, metals, plastics and dry waste and refrigerated storage for organic waste (food and soiled paper).

7. Thermal Comfort – The project HVAC design shall comply with ASHRAE Standard 55-2013.

8. LEED Certification – The building or improvements to be designed and constructed with LEED (Core and Shell) certification in mind. The intent of the Core & Shell would incorporate energy and water efficient design, sustainable features and wellness of the occupants, certified or not. LEED and other certifications and costs associated with the Core and Shell, shall be the Development team's responsibility.

   Should any agreed certification that firms mutually agree upon be lost due to Shell/Core, Developer or Operational fault, Developer will remedy within 30 days or Tenant may withhold a 5% deduct in lease payments until Developer provides remedy.

9. WELL Certification - The building (Shell & Core) will be designed and constructed to achieve above industry requirements for the Wellness of the occupants with operations conducted to maintain any WELL or other certification. The costs of which will remain within the Shell GMP.

   Should any agreed certification that firms mutually agree upon be lost due to Shell/Core, Developer or Operational fault, Developer will remedy within 30 days or Tenant may hold a 2% deduct in lease payments until Developer provides remedy.

10. Tenant's Workplace Strategy Guidelines – Core & Shell / Tenant Improvement
    Refer to ITN for Workplace Expectations.

11. All Site requirements, costs, utilities, stubs, parking, lighting, entrances, Right of Way improvements, equipment pads and other needs, fencing, security, barriers, low voltage aspects, trash enclosure, signage, landscaping, irrigation and exterior improvements are by the Developer.

12. Access/Egress/Evacuation and Building Ground Level. Building shall be designed in such a way to allow emergency Access and Egress to parking and pedestrian areas at all times. Such Emergency access will be provided, mapped, maintained and, if required, changed from time to time and shall be clear of any obstacles to the nearest elevated state road, highway, interstate or other viable access point to a municipally maintained Evacuation Route.

Development Responsibility Allocation

	BUILDING DESCRIPTION	LL	TI
I.	**SUBSTRUCTURE**		
A	**Foundations**		
a.	Prior to any foundation excavation and backfill execution on site, Developer is to undertake full geotechnical site survey and issue geotechnical report to Tenant for record purposes. Should any soil contamination or other inhibitive sub-surface condition be present, Landlord is to notify Tenant immediately and agree on remedial works required. All of which are at the sole burden and cost of the Landlord's to bear and specifically outside of the cost of this development.	X	
b.	Subsurface Mitigation/Remediation of hazardous or contaminated site costs are not to be included in the building Pro-Forma but sites should be remediated or deemed appropriate for the intended use. Reference ITN language. Costs associated with remediation are clearly defined and will be removed from the Building Shell GMP/Budget.	X	
1	**Foundation Excavation & Backfill**		
a.	Excavate footings and foundations and backfill in accordance with findings and recommendations from the Geotechnical Report: i. Soil conditions are assumed suitable for a bearing capacity to utilize spread footings at normal foundation depths without soil correction ii. Developer shall use all commercially acceptable efforts to re-use all suitable site developed fill, dirt, debris, waist etc. on the site. iii. Developer shall Clearly Indicate if there is known, either by the Development Team, Project Team or Current Land Holder, contamination on site. PRE-CONSTRUCTION SITE IS CONTAMINATED _____ PRE-CONSTRUCTION SITE IS NOT CONTAMINATED **X**	X	
2	**Slabs on Grade**		
a.	Slab on elevated grade and stem wall. Finished ground floor elevation should be 2 feet above Category 2 storm surge elevations.	X	
b.	Equipment Sub-slabs and Housekeeping Pads: i. All required pads, slab depressions, pits or imbedded conduits required for Site, Shell, Common or Core Areas or services. ii. All required pads, slab depressions, pits or imbedded conduits required for Tenant Improvements.	X X	
3	**Dock Pit / Elevator Pit Walls**		
a.	Elevator pits / walls will be included in accordance with the ITN, this Schedule and the Lease. Including all requirements for multiple High Speed and Freight Elevators sized pursuant to the conditions of the program, the ITN, this Schedule and the lease.	X	

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	BUILDING DESCRIPTION	LL	TI
II.	**SHELL**		
A	**Super-Structure**		
a.	The building shall be constructed with a floor to floor dimension that will accommodate (including all construction components, assemblies, utilities and services) a minimum 9'0' suspended ceiling heights on all floors and 12'-0" ceiling height on the 1st Floor.	**X**	
b.	General Structural Design with all Structural Design Loads as per the highest local (Duval and/or Florida) code requirements:	**X**	
c.	Structural Fireproofing: As required by code.	**X**	
1	**Floor Construction**		
a.	The building will feature the loading capacities indicated within the ITN and will be designed to limit the effects of vibration transmission to other areas of the building consistent with industry standards for office buildings.	**X**	
b.	The floors shall be designed to accommodate a live load of 100 PSF (includes partition loading) per the requirements of the original ITN.	**X**	
c.	Concrete floor slabs shall be level, flat and smooth surfaces and shall be finished per ACI Specifications with FF = 25 overall, and ready for installation of flooring (type of flooring to be determined).	**X**	
d.	Structural enhancements if any, required to accommodate kitchen, cafeteria, fitness & EOC. As required.		**X**
B	**Exterior Enclosure**		
1	**Exterior Walls**		
a.	The building skin system will be composed of **Precast, Curtainwall, Storefront, Metal Panels**	**X**	
b.	Any canopy / cornice / accent element at the top of the building	**X**	
c.	Mock-ups: i. Landlord will provide a rendering of the exterior wall system, complete with selected finish, for Tenant's approval prior to wall construction.	**X**	
III.	**INTERIORS**		
A	**Interior Construction**		
a.	The main lobby, restrooms and common areas on each floor will be finished in a manner consistent with quality of Class A office product. Landlord to provide credit to Tenant for main lobby finishes not installed.	**X**	**X**
b.	Building (Site, Shell, Common and Core) shall be able to accommodate Tenant's special use space such as cafeterias, break rooms, assembly areas, data rooms, fitness and Wellness Rooms.	**X**	
c.	The building shall be able to accommodate Off-hours food service deliveries.		**X**
d.	All wood and wood based products in the Base Building Core and Shell and the Tenant Improvements will be FSC certified provided it is not cost prohibitive and there are no significant delays in the construction schedule.	**X**	**X**

	BUILDING DESCRIPTION	LL	TI
e.	Landlord's design and construction teams will work proactively with the Tenant's teams throughout design and construction phases, to vet all materials for Site, Shell, Common and Core build out.	X	
1	**Partitions**		
a.	Landlord to provide fire rated demising partitions (2-hour, etc.) as required by code between the Core & Shell and Tenant spaces with level 4 finish, unpainted:	X	
b.	Partition installation in both Core & Shell and in Tenant space, to meet Tenant's acoustical (STC) guidelines and requirements	X	X
c.	All partitions shall be provided to meet the project and space program needs and the minimum state and local requirements. Where conflicts between codes exist, the most restrictive code will be used.		X
B	**Staircases**		
1	**Stair Construction**		
a.	Stair core and sizing shall be designed to 115% of the code required for this program and building type.	X	
2	**Stair Finishes**		
a.	Landing, doors, required utilities, handrails and finishes. Doors will be fully prepped for access control including conduit for CCTV, card access and electrified door locks.	X	
b.	CCTV, Card readers and door locks are to be provided within Shell Budget, to Tenants specification.	X	X
C	**Core/Shell Finishes**		
1	**Wall Finishes**		
a.	Perimeter Drywall Conditions: i. The perimeter drywall conditions, including knee walls, columns, pilasters, drain downpipes and window pockets, should be boarded, taped and sanded complete and ready for wall finish	X	
b.	Core Wall Drywall Conditions: i. The core perimeter drywall conditions, including core walls and core columns, should be boarded, taped and sanded to a level 4 finish, complete and ready for wall finish painting / covering to the following levels, and up to 6" above finished ceiling: ii. Level 5 finish – Minimum to areas receiving Tenant's corporate branding wallcovering	X	X
2	**Floor Finishes**		
a.	Floor Leveling: i. Concrete floor slabs shall be level, flat and smooth and shall be finished per ACI specifications with FF = 25 overall, and ready for installation of flooring (type of flooring to be determined) ii. Sealed concrete floors should be smooth trowel finish	X	
b.	Restroom Floor Finishes Specification: i. Porcelain restroom floor tiles	X	
3	**Ceiling Finishes**		
a.	Building Lobby Ceiling Finishes Specification: i. Vaulted ceiling with recessed and cove lighting, with varying ceiling heights.		

	BUILDING DESCRIPTION	LL	TI
	ii. Combination of gypsum, wood, ACT system treatment, exposed ceiling and floating acoustical ceiling panels	X X	
b.	Restroom/Wet Area Ceiling Finishes Specification: i. ACT system treatment to meet Tenant's acoustical requirements. Drywall ceiling installed over sink zone. ii. All wet area finishes to include moisture resistant substrate and finishes.	X	
c.	Tenant Improvement Space Ceiling Finishes Specification: i. Pending final space program layout approval by Tenant and where applicable, combination of exposed ceiling, gypboard ceiling and ACT system treatment to meet Tenant's acoustical requirements.		X
IV.	**SERVICES**		
A	**Conveying Systems**		
1	**Elevators**		
a.	Elevators shall be high speed (250+ FPM) will be designed and bid and meet 115% of occupancy load or code requirement, whichever is more restrictive.	X	
b.	Elevator bank shall include at least 1 Service Elevator (not dual purpose) in centrally located core locations in the building.	X	
c.	The cab heights will be no less than 8'-9".	X	
d.	The elevator cab doors and frames will be stainless steel. Finish options of the doors and frames on each level to be approved by Tenant prior to bid package award.	X	
e.	Interior cab and ceiling finishes shall be consistent with manufacturer's premium standard finishes, and approved by Tenant prior to bid package award.	X	
f.	Protection pads and hooks shall be provided for the swing car at project completion.	X	
g.	Elevators will be fully prepped for cameras including traveling cables.	X	
h.	Card readers and secured access solution to be provided by Developer, to Tenants Specifications.	X	X
B	**Plumbing**		
1	**Plumbing Fixtures**		
a.	The building will provide hot and cold domestic water for all shell, core, common and site requirements. Cold domestic water will be provided at a single valved/capped location on each floor for extension by tenant for Tenant Improvement areas only. All water shall be pre-treated by an acceptable filtration system.	X	
b.	Building water service entrance will be complete for fire protection and domestic water. All connections between the domestic water system and process uses will be protected by reduced pressure type back flow preventers.	X	
c.	A complete plumbing system will be provided, including all underground piping to public mains, consisting of sanitary waste piping, sanitary vent piping, domestic hot and cold-water piping, and storm sewer piping installed to all facilities and in accordance with all applicable codes.	X	

	BUILDING DESCRIPTION	LL	TI
d.	Core plumbing fixtures to be provided with sensor operated faucets and flush valves.	X	
e.	Internal downspouts with overflow roof scuppers shall be provided for all roof areas and will discharge to the storm sewer system. All horizontal downspout lines in the ceiling space shall be insulated.	X	
f.	Install one hi/lo drinking fountain per floor, or as required by code, whichever is more restrictive, near the core restrooms.	X	
g.	Plumbing Fixtures: Fixture shall be "water-saver" type with electronic controls. All faucet/shower heads shall be provided with flow restrictors. BAS Monitoring.	X	
h.	All plumbing fixtures shall be vitreous china, low consumption and commercial quality. The quantity of plumbing fixtures shall be provided to meet the actual occupancy of the building or the minimum state and local requirements, whichever is greater. Where conflicts between codes exist, the most restrictive code will be used. Restrooms are to be fully compliant with provisions of the ADA.	X	
2	**Domestic Water Distribution**		
a.	A potable water supply shall be provided to the Base Building and extended to all plumbing fixtures. Design and sizing of the hot and cold-water distribution shall be by good engineering practice using methods and materials acceptable to the local authority having jurisdiction. Sizing of all systems shall be able to support various Micro-market, break room, coffee/water stations etc.. as required and built by Tenant in Tenant areas. Fitness and Cafeteria needs must be addressed in base building design and sizing.	X	
b.	Domestic hot and cold-water distribution shall be provided to Base Building Restroom: i. All domestic water piping inside the building shall be CPVC ii. All hot and cold-water piping will be insulated iii. Underground water distribution will be provided as required by code, but shall not be galvanized iv. Vertical wet stacks including sanitary line are included in an independent shaft within the Core area v. Domestic water service connection within 5' of building perimeter vi. Tenant responsible for hot and cold water distribution requirements in any Tenant area needs	X	X
c.	Domestic Hot Water Generation: i. Water Heaters: Shell building systems shall supply hot water at 105 degrees ii. Hot water heaters will be 5-gal point of use or small tank type water heaters to service multiple floors and uses (but not located in tenant pantry cabinetry) or as approved by Developer AND JEA to provide more sustainable/efficient solutions.	X	
d.	No less than two (2) drain columns with a 4" waste and a 4" vent, and a cold-water riser system will be provided with connections at each floor for future tenant fixtures. The tenant wet stacks will be located at the core(s).	X	
e.	Hose bibs will be provided in major mechanical areas, loading dock, site dumpster/trash enclosures, as required on site by code, as convenient for landscaping and at or near all entry/exit locations to building.	X	
f.	Localized water heater will be provided and sized to provide domestic hot water for the Restroom facilities and shall meet ADA requirements, which may service two or more floors.	X	
g.	Services Sinks: Floor mounted molded fiberglass type receptors will be provided at the Janitor's Closet on each floor. Janitor closets shall include floor drains, overflow monitored on BAS.	X	

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3	**Sanitary Waste**		
a.	Base building shall include sufficient quantities, sizes and capacities of plumbing waste, vent and water to accommodate Tenant requirement and to collect all waste discharge from building fixture and drains. On each floor, a minimum of (2) plumbing stack riser with waste, vent and water stub out for future Tenant pantry tie in. Sizing of all systems shall be able to support various Micro-market, break room, coffee/water stations etc.. as required and built by Tenant in Tenant areas. Fitness and Cafeteria needs must be addressed in base building design and sizing.	**X**	
b.	Sizing, layout and design shall be per codes using approved methods and materials.	**X**	
c.	Number of plumbing waste and vents risers shall be enough for future Tenant spaces without requiring long horizontal runs.	**X**	
d.	Provide floor sinks, roof receptors for HVAC condensate system drains.	**X**	
e.	Provide hub drains for sprinkler system drainage systems.	**X**	
f.	Floor drains shall be provided per code and, as a minimum, in each Restroom and Janitorial closet (whichever is more restrictive).	**X**	
4	**Rain Water Drainage**		
a.	Provide storm drainage systems and connection in compliance with local code requirements.	**X**	
b.	Internal roof drains shall be provided for all areas and will drain to roof leaders that run inside the building alongside the building columns.	**X**	
c.	Overflow drainage shall be discharged at roof scuppers.	**X**	
d.	All roof rain water shall be discharged a minimum of 15’ from the building footprint and foundations. Such discharge shall be coordinated with site Storm Water system and removed from site or otherwise remediated to prevent flooding.		
e.	Overflow drain alarming is included.	**X**	
C	**HVAC**		
a.	The buildings mechanical system will be a Class “A” office heating, cooling and ventilation system serving all Tenant spaces.	**X**	
b.	Landlord will hire a commissioning agent to perform all tasks for Enhanced Commissioning with respect to the Base, Site, Shell and Core. Tenant will hire a commissioning agent to perform all tasks for Enhanced Commissioning with respect to the Tenant Improvements.	**X**	**X**
c.	Provide after-hours HVAC service through an automated Tenant interface which Tenant may connect to as part of its Tenant Improvements.	**X**	
d.	Air Filtration: Supply air to the occupied spaces shall be filtered with media type filters with a minimum MERV 7 rating pre-filter and MERV 13 final-filter based on ASHRAE Test Standard 52.2-2012 and with an average efficiency of forty (40%) to thirty (30%) percent and eighty-five (85%) percent based on ASHRAE Test standard 52.1-1992.	**X**	
e.	Tenant Area distribution shall be part of the Tenant Improvements.		**X**
	Air Distribution Systems:		
f.	Primary cooling, VAV ductwork risers and primary supply air duct capped at each tenant floor mechanical shaft wall, extended to exterior core walls (or adjacent Tenant Space as required for a balanced distribution and design) will be provided.	**X**	

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g.	All primary supply air ductwork (whether included in the Base Building Scope of Work or the Tenant Improvements) shall be sealed in accordance with SMACNA standards for Seal Class "A". Ducts will be sealed to the highest SMACNA seal and leak ratings.	X	X
h.	Primary ductwork (whether included in the Base Building Scope of Work or the Tenant Improvements) shall be insulated with external glass fiber insulation unless internal duct liner is required for acoustical benefit.	X	X
i.	Secondary ductwork and insulation downstream of all air terminal devices serving Tenant Improved Zones shall be included as part of the Tenant Improvement.		X
	Air Distribution Systems – Overhead System:		
j.	Interior diffusers shall be provided as part of the Tenant Improvements.		X
k.	Outside ventilation air will be provided and will be flow monitored and adjustable through the building control and management system in accordance with ASHRAE 62-2013 Standards. The system will have the capability to monitor supply, return and ambient air at the fresh air intake for carbon dioxide (CO2). Base design will incorporate demand control ventilation.	X	
l.	All outside air intake shall be located minimum distance (required per ASHRAE 62.1) away from any exhaust fan or plumbing vent.	X	
m.	Extended Hours: HVAC system can operate with Tenant request via sensor interface.	X	
1	**Controls & Instrumentation**		
a.	Refer to ITN requirements for Building Automation System (BAS)	X	
b.	After hours access by the Tenant will be required to the BAS.	X	
2	**Systems Testing & Balancing**		
a.	Air Balance / Testing for the Core/Shell, Lobbies and Restrooms will be completed within the Core & Shell scope of work. Air Balance / Testing / Commissioning of Tenant Improvements will be completed with completion of Tenant Improvements scope of work.	X	X
b.	Start-up and commissioning of all HVAC systems and equipment will be complete in accordance with the manufacturer's requirements.	X	
c.	Base building shall include sufficient quantities, sizes and capacities of plumbing waste, vent and water to accommodate Tenant requirement and to collect all waste discharge from building fixture and drawings.	X	
D	**Fire Protection**		
a.	A fully sprinklered building will be provided in accordance with the requirements with NFPA standards, the local Fire Marshall and applicable codes	X	
b.	Refer to current building codes and NFPA requirements for Fire Protection standards	X	
E	**Electrical**		
a.	Electrical design shall meet any agreed LEED building goals.	X	
b.	The entire electrical distribution system shall comply with local codes and the National Electrical Code as well as any additional applicable code authorities.	X	
c.	Refer to current building and electrical codes and information set forth in this document and the ITN.	X	X

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1	**Electrical Service & Distribution**		
a.	The electrical service will be supplied from a power company outdoor pad mount transformer. The service will consist of pad mount oil-filled transformers connected on the primary to the utility network. Service conductors from the transformers will serve the main switchboards with 480Y/277 volt, 3 phase, 60Hz power.	**X**	
b.	The switchboards will include 100% rated heavy duty circuit breakers with solid state trip functions and ground fault protection and/or 100% rated load-break fused disconnect switches with current limiting fuses and ground fault protection.	**X**	
c.	Electrical service to the typical floors will be served from 480Y/277 volt building pipe and wire distribution system. This system will be sized to provide 8.0 watts per usable square foot of electrical connected load capacity for tenant use above and beyond the base building electrical requirements.	**X**	
d.	480Y/277 volt panels at each floor will serve the tenant provided fan powered terminal units and electric heating coils.	**X**	
e.	A 480Y/277 volt distribution panel at each floor will serve the tenant provided lighting and miscellaneous loads. These panels will be sized for a total connected load of 6.0 watts per usable sq. ft. capacity for tenant use above and beyond base building electrical requirements, leaving 2.0 watts per usable square foot capacity in the system for future tenant electrical loads. On floor distribution shall be a part of the Tenant Improvements.	**X**	
f.	A dry-type transformer (K13 rated suitable for use on systems with non-linear loads) at each floor will serve 208Y/120 volt panelboards with 200% neutrals for tenant provided receptacle and equipment loads. Transformers, panels, and distribution will be sized for 3.0 watts per usable sq. ft. capacity for tenant use (this capacity is part of the above described 6.0 watts per usable sq. ft. provided for tenant use at 480Y/277 volts). Tenant Improvement distribution shall be a part of the Tenant Improvements.	**X**	
g.	All line voltage wiring will be in conduit or EMT. Where approved for use in the applicable occupancy and by the local code authorities, type MC cable may be used for branch circuits where not subjected to damage. Aluminum conductors shall be allowed for sizes #1/0 AWG and above where terminated with crimp type compression connectors. Wiring for individual fire alarm indicating and initiating devices shall be plenum rated cable, if acceptable to local code authorities.	**X**	
h.	An outdoor 480Y/277V diesel powered emergency generator in a weatherproof and sound attenuated enclosure and standby power distribution system utilizing automatic transfer switches shall be provided to serve the following loads: i. Stair lighting ii. Fire Command Station iii. Swing Passenger / Service Elevator iv. Fire alarm system v. Tenant exit way emergency lighting vi. BAS Systems vii. MDF/IDF Rooms (including conditioning) viii. Life Safety ix. Security Central Command and monitoring systems x. 25% of Workstations xi. EOC	**X**	
i.	Landlord emergency generator shall be capable of running above loads for 7 days.	**X**	
j.	Provide power metering for the building. Provide Power Monitoring and Control System with digital meters and network capability for base building HVAC and lighting.	**X**	

	BUILDING DESCRIPTION	LL	TI
	Meters for kitchen, IDF/MDF, tenant lighting, tenant plug loads and UPS usage shall be part of the Tenant Improvement (TI) work.		X
k.	Provide panelboards and transformers as required to accommodate new office equipment and furniture. Additional 120/208volt panel boards and transformers for Tenant Improvement (TI) work only shall be a part of the TI package. Electrical room shall be adequate to accommodate TI panels and transformers including lighting control relays, meters (including minimum 3 circuits per meter in the measured panel), security panels and fire alarm panels. Electrical Room shall be independent from IDF/MDF rooms.	X	X
l.	Comply with MDF and IDF room requirements including dual power source, local UPS power within MDF room, high efficiency transformers, and electrical distribution.		X
m.	Transfer switches for Tenant equipment to be provided for tenant loads Transfer switches for building emergency life/safety loads are part of Base Building Improvements.	X X	
n.	Emergency distribution panels, transformers, conduit and feeders to be provided for base building (in base building) and tenant loads (in Tenant Improvements)	X	X
o.	In car parking area, provide electrical infrastructure to support Electrical Vehicle charging stations. Initial chargers shall be provided by LL. Final location and quantity and capacity for additions shall be confirmed by Tenant.	X	X
2	**Lighting and Branch Wiring**		
a.	PE & JEA FM to provide detailed specifications of special electrical requirements, outlets, etc., if any.	X	X
b.	Lighting systems shall utilize high efficiency, low glare fixtures with LED technologies utilized where possible	X	X
c.	Lighting controls shall include lighting control system, dimmable lights control for daylight harvesting, and occupancy sensors per Florida Energy Code.	X	X
d.	Provide dedicated panel boards with power for measurement and verification.	X	
e.	Lighting Performance Criteria: i. Open Office areas – 30 fc (horizontal) at the work surface ii. Private Offices – 30 fc (horizontal) at the work surface iii. Conference Rooms – Adjustable from 20 to 50 fc (horizontal) at the work surface iv. Training Rooms – Adjustable from 20 to 50 fc (horizontal) at the work surface v. Corridors – 20 fc (horizontal) at the work surface File / Copy Room – 20 fc (horizontal) at the work surface		X
f.	Lighting for the Core & Shell will be provided as follow: i. Main Lobbies: Recessed can lights and cove lighting ii. Restrooms: Recessed can lights and cove lighting iii. Hallways & Exit Corridors: LED light fixtures iv. Stairwells: LED strips v. Electrical, IDF's and Janitor's Closets: LED strips vi. Exit & Emergency Lighting: As required by code. Exit lighting finish to be edge lit clear acrylic vii. Lighting controls will be provided with a low voltage lighting control panel. Individual control will be provided through localized low-voltage switching. viii. Tenant Improvement lighting controls will be provided as part of Tenant Improvement design.	X	X

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g.	Exterior Lighting (same as Site Development / Improvements): i. Lighting will be required for all streets, parking areas, sidewalks and pedestrian walkway areas of the project ii. Minimum requirements shall be per ITN or herein, whichever is more strict. iii. Exterior illumination of the building signage will provide an appropriate image from streets and freeways iv. Minimum lighting requirements and standards to be provided are: a. Surface Parking – 1.5 to 2.5 Foot-candles (average, maintained), with an average to minimum ratio of 5 to 1 b. Building / Architectural Site Illumination – Accent lighting at entry and around the perimeter of the building c. Building entries and pedestrian ways shall be lighted for appropriate image, safety and security d. Exterior lighting design shall limit illuminance and light power density at exterior areas to reduce light pollution. Photocell and time clocks will be utilized for exterior lighting control.	X	
3	**Fire Alarms Systems**		
a.	A complete code-compliant fire alarm system with fully addressable devices shall be provided throughout the building, and shall be completed, tested, and operational in accordance with all applicable codes, ADA requirements and regulatory agency requirements. Final fire alarm and emergency lighting design and costs are subject to the Fire Marshall or Authority having Jurisdiction approval. BAS Monitored.	X	X
b.	Refer to code and quality standards set forth in this document and the ITN.	X	
4	**Telecommunication Systems**		
a.	A main telephone point of presence (MPOP/MPOE) room will be located near the point of service to the building. Space for telephone terminations will be provided in two (2) separate telephone closets at each typical floor level. A series of sleeves will be provided in these telephone closets for main stacked vertical distribution.	X	
b.	All individual tenant telephone switches and equipment will be located within the tenant spaces.		X
c.	Two dedicated, secure, telecommunication riser closet on each floor, stacked. The closets to be located near the building core.	X	
d.	Plywood backboards, lighting, grounding bar, and convenience power outlets at riser closets.	X	
	Wire line Service providers at the site; Service provider's TBD. On all floors, Tenant telecommunications equipment shall be located in the Tenant's space.		X
f.	Two 2" conduits for future communication cable pathways are provided from the MDF room stubbed out of the building footprint in a TBD location by JEA.	X	
5	**Security Systems**		
a.	Landlord shall coordinate and fully interact all work, floor layouts, electrical connections, etc. with Tenant's appointed Consultants and Security installer vendor, to execute the work.	X	
b.	LL to provide a centralized guard station for at least 2 persons at the primary entry for the public access to building and/or elevator core.		
c.	The buildings will function 24 hours per day, 7 days per week, with appropriate security systems (intrusion, CCTV and access control) to be provided at all entry points and loading dock, and JEA will provide physical guard staff to mitigate risks, ensure a safe and secure site and provide necessary common business practice activities.		X
d.	Card controlled access to all public entry points to the building and loading dock are required, along with supplemental CCTV. The base building access control system must be compatible	X	X

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	and work with Tenant's existing company issued access cards (Specifications can be supplied when requested). Tenant reserves the right to place its own access control system on certain access and egress points to the site and building if so desired.		
e.	Tenant's desire is that only authorized persons will have the ability to reach Tenant space, either through building access controlled points or manned security posts. JEA will require approval of the buildings overall security plan and approve.		X
f.	Security installation to include but is not limited to the following components: i. Front-end security system ii. Security cameras: Conduit, wiring, boxes, cameras, hardware iii. Card reader access control at all levels iv. Please see ITN Exhibit D, Preliminary Security Design Criteria		X
6	**Special Electrical Systems – Low Voltage Cabling**		
a.	Pending final approval by Tenant, Landlord shall coordinate and fully interact all low voltage cabling work, layouts, electrical connections, etc. with Tenant's appointed Consultants and Low Voltage Cabling installer vendor	X	X
V.	**EQUIPMENT & FURNISHINGS**		
A	**Equipment**		
1	**Other Equipment**		
a.	Waste management area including compactor pad/pavement and CMU wall enclosure for waste container storage and handling.	X	
b.	Waste container storage and handling area or room as necessary to manage trash, recycling, and composting for Core/Shell Requirements.	X	
c.	Waste container storage and handling area or room as necessary to manage trash, recycling, and composting for Tenant Improvements.		X
d.	LL to provide adequate serviceable area within Site/Building design for Grease Trap.	X	
e.	Kitchen grease exhaust duct shall be designed and installed as part of the Tenant Improvements.		X
B	**Furnishings**		
a.	Landlord shall coordinate and fully interact all work, furniture layouts, electrical connections, low voltage connections, etc. with Tenant's appointed Consultants and Furniture Vendor.	X	X
1	**Window Treatments**		
a.	Blinds / drapes / shades Glare control devices (Mecho shades or similar) shall be installed on all exterior windows. Manual control will be typical and motorized control only at specified exterior training rooms or large (12+) conference/flex rooms.	X	
2	**Casework / Millwork**		
a.	LL Core/Shell areas, including, but not limited to, Bathrooms, Security Station (guard station), Lobby (1st floor only) requirements.	X	
b.	Tenant Improvement Areas.		X

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3	**Signage**		
a.	Per ITN Requirements	**X**	
VI.	**BUILDING SITEWORK**		
A	**Site Preparations**		
1	**Site Development / Improvements**		
a.	JEA shall require review and approval of final elevations, grades and sitework.		
b.	Landscaping: The landscaping shall meet the following Tenant's criteria: i. Provide identity for the site development ii. Enhance the structure of the building iii. Compliment the natural environment of the site iv. Maintain responsible stewardship towards the local and regional environments. v. Meet the conditions of the ITN.	**X**	
c.	Threat analysis will be provided by JEA.		**X**
d.	Site design will embrace CPTED strategies to respond to Threat requirements.	**X**	
e.	Roadways / Aprons / Entries: i. All site roads / aprons / entries shall be asphalt with base material ii. Curb and Gutter, entry aprons etc.. shall be concrete. iii. Access roads, traffic circle, curb cuts (two entries) and retention needs shall be provided by LL iv. Retention pond will be designed and professionally maintained to inhibit algae growth, aquatic weeds, and mosquitoes	**X**	
f.	Car Parking: i. Surface parking shall be provided to accommodate all parking needs for employees, visitors and fleet vehicles per ITN. ii. Drive aisles a minimum of 24'. iii. Handicap spaces provided in accordance with ADA and/or local regulations. iv. The total number of parking spaces provided shall comply with the local jurisdiction zoning code requirements. v. Curb at drop-off areas: The concrete curb between vehicular and pedestrian paving at the drop-off areas should be adequately secured from vehicular threats to the building with decorative bollards with lighting.	**X**	
g.	LL to provide pedestrian walkways around building and shaded exterior meeting/sitting area.	**X**	
h.	Exterior Lighting (same as Site Development / Improvements): i. Lighting will be required for all streets, parking areas, sidewalks and pedestrian walkway areas of the project ii. Minimum requirements shall be per ITN or herein, whichever is more strict. iii. Exterior illumination of the building signage will provide an appropriate image from streets and freeways iv. Minimum lighting requirements and standards to be provided are: a. Surface Parking – 1.5 to 2.5 Foot-candles (average, maintained), with an average to minimum ratio of 5 to 1 b. Building / Architectural Site Illumination – Accent lighting at entry and around the perimeter of the building	**X**	

	BUILDING DESCRIPTION	LL	TI
	c. Building entries and pedestrian ways shall be lighted for appropriate image, safety and security Exterior lighting design shall limit illuminance and light power density at exterior areas to reduce light pollution. Photocell and time clocks will be utilized for exterior lighting control.		
i.	Site Drainage: i. All site drainage installation shall comply with local requirements for storm water control	X	
B	**Site Electrical Utilities**		
1	**Site Communication & Security**		
a.	Site fencing, landscape barriers and/or core/shell related security needs to be identified and designed accordingly for site plan and or permit/planning submission and approval requirements.	X	
b.	Infrastructure: i. All infrastructure shall be completed including all site roads, turn lanes, utilities, etc. ii. All utilities shall be provided to the site and located underground within public utility easements (as required) and shall be individually provided to the building including storm sewer, sanitary sewer, domestic water, fire service, electrical power and telecommunications. iii. Utility service shall comply with JEA, municipality and other utility company requirements	X	
VII.	**MISCELLANEOUS ITEMS**		
a.	Freight Elevator Usage: i. The freight car (swing cab) during Tenant Improvement construction, furniture installation and the move shall be made available to Tenant free of cost ii. Landlord shall maintain a minimum of one (1) operational freight elevator during the term of the lease and any subsequent renewal periods	X	
b.	Local Labor & JSEB Requirement: i. Landlord will endeavor to utilize ___**20% - See Attached JSEB Summary**__% in construction contract value in local labor and _**20% - See Attached JSEB Summary**__% in contract value with contractors/vendors from the Jacksonville Small and Emerging Businesses (JSEB) Program ii. Landlord to research current, City of Jacksonville, approved JSEB vendors, Landlord to confirm with JEA proposed list of subcontractors from this list prior to award	X	
c.	Utility design and connection fees	X	
d.	Impact, Environmental, Concurrency Fees	X	
e.	Plan check fees and permit fees	X	X
VIII.	**SMART BUILDING SYSTEMS**		
1	**Site Communication & Security**		
a.	System Integration Platform i. The building systems will be integrated into a Non-proprietary system which will function as both the Building Automation System (BAS) and the Enterprise Level Integration Platform. It will be the connection point that enables individual systems	X	

	to interact and will provide a Unified User Interface (UUI) to allow operators a single portal to run the building. The system will serve as the primary interface, source of schedules, and point of alarm management for the entire building. ii. JEA's Enterprise Level Integration Platform will be off-site and available for connection in the future.		**X**
b.	HVAC Systems & Control: i. The HVAC control system should consist of BACnet controllers, when and where possible, with an open protocol platform that will not require additional, proprietary software licenses to allow the building systems to communicate to the Integration Platform.	**X**	
c.	Lighting Systems & Control: i. Lighting fixtures shall be LED and provided with controls that allow daylight harvesting (where applicable), utilize occupancy sensors for on/off control, and include a complete integration to the Enterprise Level Integration Platform. ii. Lighting fixtures shall be circuited or grouped through control in such a manner that daylight harvesting, egress, lobby, and work areas can be controlled independently, each according to its own sequence.		**X** **X**
d.	Access Control: i. Integration – TBD		
e.	Fire Suppression: i. A DACT (Digital Alarm Communicator Transmitter) shall be provided to facilitate the code requirement for remote monitoring services. The DACT shall support an individual relay for each of the following system conditions; alarm, trouble and supervisory. ii. The three relays shall be hardwired to dedicated inputs on the Enterprise Level Integration Platform. iii. In the event a Fire Detection system is provided the Fire Suppression points shall be connected to this system with each suppression system device being individually identified within the analog addressable system. Note: a dedicated DACT may not be required by code.	**X**	**X** **X** **X**
f.	Fire Detection System: i. Design and integration of the fire alarm system to the Enterprise Level Integration Platform shall be implemented. ii. The integrated fire alarm system system shall include but not be limited to smoke detectors, manual pull stations, horn/strobes (SLC) and monitoring points for the sprinkler system (if present). The fire alarm system shall provide individual status points, for all connected devices, to include but not be limited to, alarm, trouble and supervisory of each analog addressable device and FACP.	**X** **X**	
g.	Fire Extinguisher Monitoring: i. The fire extinguishers shall be monitored.		**X**
h.	Intrusion Detection: i. Integration – Two relays shall be provided and programmed as part of the intrusion detection system and monitored by the BAS. a. System Armed b. Intrusion Alarm		**X**

i.	Video Surveillance: i. Integration: TBD		**X**
j.	Metering: i. Electrical meters and submeters shall be connected to the System Integration Platform. This information will be used to troubleshoot equipment issues, track building performance, verify energy conservation measure benefits, and display on enterprise wide dashboards. ii. The following loads shall be metered: a. Main service entries b. Lighting total power c. HVAC total power d. Cafeteria/Food Service total power e. Electric vehicle charging stations (if applicable) The data from each meter shall include (at a minimum) a. Power (kW) b. Energy (kWh) c. Voltage (V, individual phases, line to line and line to neutral) d. Current (A, individual phases) e. Power factor	**X** **X** **X**	
k.	Gas: i. If provided in the building, natural gas meters shall be connected to the System Integration Platform. ii. The following loads shall be metered: a. Main service entries The data from each meter shall include (at a minimum): a. Consumption rate b. Total Consumption	**X**	**X** **X**
l.	Water: i. Water meters and submeters shall be connected to the System Integration Platform. ii. The following loads shall be metered with digital pulse counter, Modbus or BACnet communicating meters and connected to the System Integration Platform: a. Main service entries b. Irrigation The data from each meter shall include (at a minimum): a. Consumption rate b. Total Consumption	**X** **X**	
m.	Generator Monitoring: i. The emergency backup generator shall be monitored for status and alarms to minimize downtime due to issues and allow the System Integration Platform to shed loads to allow the generator to operate in the event that primary power is interrupted. ii. The emergency backup generator shall be connected to the System Integration Platform. The generator shall be monitored with the following data points (at a minimum): a. Generator status b. Emergency stop button status c. Generator switch (on/off/standby) position	**X** **X**	

	d. Actual generator power output (kW) e. Maximum generator power output (kW) f. Equipment alarms g. Battery status h. Fuel level		
n.	UPS Monitoring: i. Any local Uninterruptible Power Supply (UPS) in the MDF/IDF rooms (to be supplied and installed and controls connected by Tenant) shall be monitored for the following data points (at a minimum): a. UPS Status b. Remaining battery time c. Maximum battery time d. Equipment alarms		**X**
o.	Computerized Maintenance Management Systems (CMMS): i. Equipment data and maintenance schedules will be recorded in tenant's CMMS. To optimize maintenance efforts and ensure equipment reliability it is tenant's intention to provide a fault detection and diagnostic solution for the purposes of identifying anomalies in the building's performance with respect to lighting, HVAC, and other systems as may be available.	**X**	**X**
p.	Sound Masking: i. Sound masking equipment will be utilized to reduce distraction for occupants in open office areas. The System Integration Platform will connect to the sound masking system and modulate the level (volume).		**X**
q.	BAS Control Strategy: i. The BAS system follows multiple schedules based on the operating hours of the building. Occupied and unoccupied temperature setpoints and lighting levels vary based on function of the individual areas and occupancy sensors where applicable.	**X**	
IX.	**USER INTERFACE, EXPERIENCE, & OPERATION**		
a.	Maintenance Staff: i. Building maintenance staff is not always on site and will require remote access when off site. Secure access to the system must be provided through a standard web browser with no additional software requirements other than VPN software.	**X**	**X**
b.	Unified User Interface (UUI): i. The unified user interface shall be accessed using an internet browser from a desktop/laptop computer or other supported device.	**X**	**X**
c.	Security: One of this project's requirements is the ability to access the BAS remotely.	**X**	
d.	Reporting: Limited custom reporting will be required prior to base building acceptance.	**X**	**X**
e.	Alarms: Alarms must be identified through the UI and via e-mail.		**X**
A	**EASE OF USE**		
a.	Operating System: i. The proposed system must be easily maintained by the on-site maintenance staff. The definition of maintainability for the purposes of this project is: the ability of a user to isolate system failures or their cause, correct performance criteria, manage changing environments and demands, and the ability to repair or replace faulty	**X**	

	components without major effort, cost or system down time. The system shall not be of a proprietary design where the components of the system can only be obtained through a single or very limited source. The system needs to be user friendly with a UI that is easily understood.		
b.	Scalability: i. The solution must have the ability to accommodate additions to its capacity and capabilities in hardware, software and integration.	**X**	**X**
c.	Adaptability: i. The solution must have the ability to adapt to changing needs or circumstances. The solution cannot be a single purposed solution only focusing on one compartmentalized function such as HVAC control alone. The solution is intended to be a single point of building systems interoperability, control, management and data analysis.	**X**	**X**
d.	Redundancy: i. The main operating software supporting the UUI must be capable of functioning on a virtual server. The virtual server will be provided by JEA.		**X**
C	**ENERGY EFFICIENCY LOADS**		
a.	HVAC Related Loads: i. Data analytics/FDD to identify deteriorating conditions, improved performance through smarter control, night setback and morning startup schedules, adjust setpoints based on occupancy.		**X**
b.	Lighting Related Loads: i. Light harvesting, occupancy sensor, unoccupied space schedules.		**X**
b.	Metering: i. Provide meters for the main electrical services, sub-meters for HVAC and lighting. The purpose for the metering is to obtain baselines, discover anomalies with FDD and analytics, and provide M&V on ECMs implemented on future projects.	**X**	**X**
F	**SUCCESS CRITERIA**		
a.	Operational Efficiency: i. Analytics will aid in the identification and timely resolution of equipment and comfort issues.	**X**	**X**
b.	Comfort/Environmental: i. Maintain a consistent, comfortable, environment for the building occupants.	**X**	**X**
c.	Community Awareness/Marketing: i. The System Integration Platform shall record electrical, water, natural gas, and other applicable data to aid in corporate reporting.		**X**
d.	Commissioning: i. A complete point to point checkout of all points and systems connected to the BAS solution to assure data collection and control sequences will operate as intended. FDD and analytics will be used to continuously commission our building systems to verify that appropriate issues will be resolved during the warranty process. This will	**X**	**X**

	minimize the cost of repairing conditions that may not appear during the initial commissioning process.		
e.	Certifications: i. LEED a. Achieve agreed LEED Certification(s) b. Achieve latest version LEED Certification ii. WELL Standard a. Achieve any agreed WELL Certification(s) in Core b. Achieve agreed WELL Certifications in TI space	 **X** **X**	 **X** **X**

VI.
EARLY DEVELOPMENT PLAN

JEA EARLY DEVELOPMENT PLAN

Michael Balanky

KINGS AVENUE STATION P3, LLC

JEA EARLY DEVELOPMENT PLAN

The Team

The legal entity for this project is Kings Avenue Station P3, LLC which is a Single Purpose Entity (SPE). Chase Properties, Inc. is the Developer of Record and Parkway Property Investments, LLC is the Property Management company. Chase Properties Principal Michael Balanky will be the primary point of contact for all issues related to this transaction. The remainder of the team is memorialized in the response of the Invitation to Negotiate #010-19.

Project Management

At Chase Properties, we understand that navigating the labyrinth of contractors, negotiations, budgets, schedules, and general bureaucracy involved in a real estate and construction project can be daunting.

Quality construction and sustainable development, although widely used concepts, have many different meanings and therefore provoke many different responses. When it comes to building quality projects, you should not only select your planning partners and builders carefully, but also attach great importance to selecting a qualified real estate developer who understands sustainable development. Sustainable development has the potential to address fundamental challenges for humanity, now and into the future. However, to do this require more clarity of meaning, concentrating on sustainable practices and long-term environmental sustainability. With its diverse cross-industry know-how and its team of industry experts, Chase Properties has a reputation for nothing less than quality projects. Whether it is to be a commercial, high-rise multi-family or mixed-use project, Chase Properties has an award-winning history that you can depend on.

Unlike many mass-production industries, each real estate project is unique, and the development process is very much a creature of the political process. Accordingly, each project has a new opportunity to negotiate, debate, and reconsider the basic issues of an enterprise economy, i.e., who pays, who benefits, who risks, and who has standing to participate in the decision process. Creating an efficient process in the design and construction of this exciting new project will be a critical component to its success and will require the ultimate coordination between the Landlord and Tenant.

Chase Properties and its team of professionals provide comprehensive project management services, overseeing projects from concept to completion. We help clients translate their missions, visions, and financial goals into successful projects by providing objective advice and holding ourselves and other consultants accountable to the clients' best interests.

We have extensive experience managing design and construction projects of all sizes and streamlining communication throughout the strategic planning, design, construction, and project closeout phases. Our services include assisting with the selection of other professionals (e.g., architects, engineers, general contractors, and other consultants), negotiating contracts, and coordinating work.

We communicate clearly with project stakeholders to ensure that they have the appropriate information required to make sound decisions about the project. Our ability to create value through an informed, efficient planning process and vigilant project implementation help ensure that our clients' project decisions support their business objectives.

Milestones

- Project Award: April 14, 2019 Award Date
- Letter of Intent to approve base lease language aka Term Sheet: Within 30 days of award
- Work letter execution (To be provided by JEA)
- Letter of Intent on Site Control: Site is under control
- Capital/Equity committed: $23m in Owner equity in place. Debt to be committed within 30 days of receipt of Lease
- Full Lease execution (including exhibits): Anticipated to take 90 days based on JEA approval process
- Design team onboarding: In place
- Land planner onboarding: In place
- GC/CM onboarding: In place
- Remediation commencement/completion: None required
- Zoning/land-use approvals: Zoning/land-use in place, site permitting by 11/15/19
- GMP development and approval. Landlord and Tenant to agree on GMP per Work Letter with a constant factor applied to potential escalations
- DIA/DDRB approvals: N/A
- Design, program commencement, approval and key phases: See schedule provided
- 10-set submittal, approvals and sitework commencement: See schedule provided
- COJ building review and approvals: 3/13/2020
- Vertical Construction Commencement (Building foundation start): Estimated at 1/20/2020

Work Letter (See Exhibit "A" Below)

The Work Letter is an important document that is signed by both the landlord and the tenant detailing the issues related to the fit-out of a tenant's space. It will define the building's standards and break down details such as the number of light fixtures, doors, the size of partitions and all other interior elements that the landlord will install for a tenant. As experienced project managers we will have real time data and pricing and will be able to put together a realistic budget so that the Work Letter can be negotiated with the tenant's best interest at the forefront. The Early Development Plan will be the tool that will be used to develop the Work Letter.

Components of the Early Development Plan

- Meet with client upon award of RFP to convey all steps necessary to develop an acceptable Landlord / Tenant Work Letter
- Develop a rapport with all relevant team members at the inset of the project
- Develop a regular meeting schedule with all relevant team members
- Convey the features and benefits of the **Building Information Modeling (BIM)** program which will be used on this project
- Conduct in depth research for background information on client needs to insure complete understanding of the project goals, and implement accordingly
- Track tenant improvement allowance, monitor project budget and schedule, evaluate "fit plans" and analyze space plan options from a functional perspective
- Create, modify and track project schedules
- Evaluate alternative project delivery strategies per client's needs
- Schedule and document meetings with various user groups and consultants
- Demonstrate and ensure clients understanding of building systems (e.g., mechanical, electrical, structural, etc.) as well as building standards and their implications on the design
- Prepare and monitor a comprehensive project budget, including furniture, technology, and other related costs
- Provide introductions and ensure communication integration of selected design firms, engineers, contractors, furniture vendors, movers, technology consultants, card access, AV, cabling vendors, etc.
- Pursue alternative products, technologies, etc., that might be appropriate (e.g., sustainable design ect.)
- Monitor the progress of the architect and all other design consultants
- Participate in the review of design and construction documents

- Coordinate consultants responsible for reviewing and commenting on construction documents
- Review and evaluate all requests submitted by design consultants for additional services
- Provide technical review/assistance as requested (e.g., products, vendors, etc.)
- Work with architect or design engineers to define the commissioning requirements that will be included in the drawings and specifications
- Participate in the relocation planning
- Participate in project, design and construction meetings, regular site visits, field reports, etc.
- Observe design progress on a regular basis for consistency with plans and schedules
- Review and ensure client understands project construction costs
- Work with client and related project partners to create a systematic approach for tracking construction costs
- Participate in all project related documentation necessary to execute Work Letter

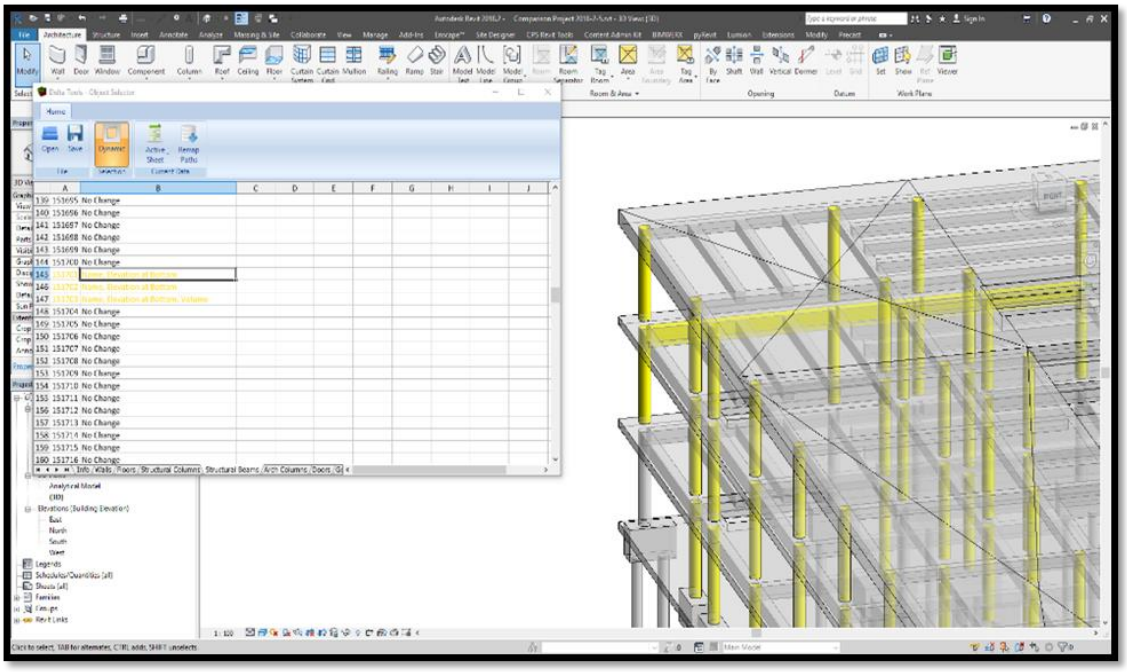
Building Information Modeling

The project team will be harnessing the advantages of Building Information Modeling (BIM) on this project. BIM is an industry standard process that, when executed correctly, can save the owner time and money, mitigate risk, and helps to promote a safer and more efficient project. BIM can be utilized for project planning, virtual walkthroughs and stakeholder signoffs of the design, cost estimating, 4-dimensional visual scheduling and planning, prefabrication, and a more efficient project handover of data to the end-user. For these reasons, government agencies such as the GSA, NASA, and USACE have mandated the use of BIM on nearly all their projects. Here is how we plan to use BIM on the JEA project.

At the inception of the project, the team will develop a BIM Execution Plan (BEP) which will outline the team and their roles and responsibilities, define the expected level of detail for the design models, identify all uses for the BIM, and establish the means of communication. By instituting this framework early, we will set the tone for the project and minimize surprises throughout the process. In the conceptual stage of the project, Building Information Modeling (BIM) will be utilized for space planning to compare and validate the actual building layout and space allocation with the desired building program. By analyzing this information, we will be able to track and adjust any discrepancies with space allocation early in the design process.

At each design submittal the BIM will be utilized in conducting constructability reviews and preliminary interference checks which will help to ensure that the building systems will fit

within the building parameters. Additionally, we will make use of key quantity extractions (5D estimating) to verify that our estimates are tracking with the model. Furthermore, we will digitally compare the design models from submittal to submittal to verify what has been added, deleted, and/or modified since the previous design submittal. This is known as visual change management.



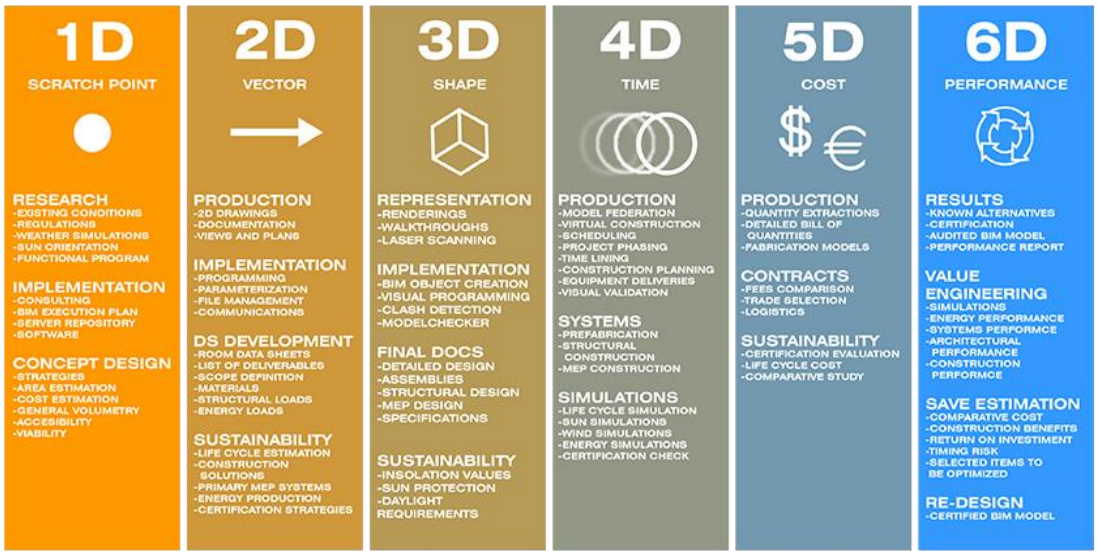
After the design is complete and approved, the BEP will be recreated to incorporate the subcontractors participating in the BIM process. Like the original BEP, all project stakeholders will be aware of their roles and responsibilities, understand the expected level of detail, and establish the means of communication. We will conduct weekly BIM meetings to coordinate the various construction models by running interference checks. This ensures that the project is

fully coordinated, and the models are as clash free as possible prior to construction. Each subcontractor will use industry standard software to generate their models, shop drawings, and where applicable prefabrication drawings. All models will be combined into a confederated Navisworks model, which will serve as the main coordination tool throughout course of the project. This 3D coordination allows the team to see the construction in 3D, workout 99% of the construction issues, and produce fully coordinated shop drawings prior to the first shovel in the ground. Our BIM process differs from most because we leverage various software to engage all project stakeholders enhances the participation and quality of the project.

Throughout construction, the project team will utilize the BIM for various tasks such as site logistics, coordination meetings, prefabrication where applicable, and installation. The site logistics model will illustrate the construction perimeter fencing, material laydown areas, trailer location, delivery routes, construction parking and temporary infrastructure, as needed. Research shows that there is much more interaction between trades when they can view the 3D condition being discussed rather than a 2D drawing. Hence, the BIM will be utilized as a coordination tool as often as possible. We can employ the markup abilities inside the software to make notes, assign responsibilities, aid in the creation of RFIs, as well as create viewpoints for later discussions. All layout drawings created by the BIM team will be provided to the rest of the construction team which will allow the trades not participating in the BIM coordination to understand what is being installed around their scope.

As the construction process continues, we will capture project information typically found in O&M manuals and input the data into a single spreadsheet for your facility management system. This process is called Construction-Operations Building Information Exchange (COBie). COBie is a non-proprietary spreadsheet that can be inputted into your Building Management System (BMS) such as TRIRIGA and FM Systems. The COBie typically contains information about nearly every object in the building such as mechanical equipment, light fixtures, FF&E, etc. This

information takes the place of traditional O&M handover and replaces it with a one-stop location for all data needed to efficiently maintain the building. This trend in facility management is heavily sought after by municipalities, universities, hospitals, and the US and UK governments.



Additional Project Considerations

A build-to-suit (or design-build) lease is essentially a landlord/developer's agreement to construct a purpose-built building, usually for a single tenant. The landlord will typically own or ground lease the lands (and once constructed, the building) and has the option of re-letting the building to a new tenant upon the expiry of the term of the build-to-suit lease to the original tenant. Build-to-suit leases typically are for a longer term than a normal lease in order to permit the landlord to recoup its investment over the duration of the lease term. A build-to-suit arrangement is essentially comprised of two agreements: (i) a development or construction agreement, the result of a request for proposal ("RFP") process, which defines the relationship between the landlord and tenant from the design through to the construction of the building; and (ii) a lease agreement, which stipulates the terms of the occupancy post-construction. In some cases, the provisions regarding the construction of the building are included in the lease itself or captured in an accompanying "work letter". The construction aspect of this

arrangement is usually the key issue and the most complicated, warranting close attention to the landlord's and the tenant's responsibilities in this regard.

Given the interplay of traditional lease issues with design, construction, timing and financing concerns associated with making a project a reality, build-to-suit leases present a unique set of obstacles that parties must face and which require careful drafting and attention. This article highlights some of the key issues to be considered in this respect.

1. The Players

A build-to-suit lease has the potential to bind the landlord and tenant for an extended period of time and the design-build process is typically a lengthy process requiring significant commitments of capital, time and effort by each of the parties at the outset. Accordingly, the question as to the exact role each party will play warrants more than a superficial evaluation. A landlord will need to carefully evaluate the credit-worthiness of the tenant and be cognizant of the nature of the tenant's business and its specific needs to help guide the design and construction of the building. Quite often such analysis will result in the landlord requiring a parent guarantee and/or cash security for the tenant's obligations under the build-to-suit agreements. From a tenant's perspective (and as part of the RFP response process), it should assess whether the landlord has the expertise and financial wherewithal to deliver the building within the required time period and as specified. Much of this will be contingent upon evaluating the landlord's previous build-to-suit experience, local and industry reputation and organizational structure. In some cases (where, for instance, there is a significant tenant improvement allowance payable by the landlord or where the landlord is a special purpose entity), it may be appropriate for the tenant to require the guarantee of a parent entity, the securitization of an amount owing via a letter of credit and/or self-help/set-off remedies. Who will finance the project and on what terms also merits some analysis. A construction lender will likely have its own requirements with respect to the project and will introduce its own parties, such as inspectors, insurers and guarantors, into the mix.

The landlord and tenant will also each want to weigh in on the selection of the architects, contractors, and engineers for the project and competing priorities will need to be balanced. A landlord will want to ensure that the design of the building allows for a lease to a new tenant upon the expiry of the term, while a tenant will want the design to best suit its particular needs. The choice of contractor is also important, with factors such as experience, existing relationships with the developer, reputation, and the bid amount weighing differently for the landlord and the tenant.

2. Designing, Describing and Allocating the Work

A build-to-suit project typically starts with an RFP in which the tenant sets forth its projected needs and seeks presentations from a number of developers. The RFP will usually set out the types of uses, amount of space required, timeline for occupancy, range of acceptable rent, general design parameters and other specifics that the tenant wants addressed in the RFP response. Once the successful proposal is selected, the lease negotiations begin in earnest and the landlord and its architects will begin to exchange design plans and specifications with the tenant's space planners and construction consultants. The landlord and tenant may very well envision the finished project differently, in that the tenant will want the design to perfectly suit its needs, while the landlord will try to balance the tenant's requirements with the necessity of designing a building where the construction costs are financeable and such that the building is capable of being leased to as wide a market as possible once the initial tenancy has ended. Given that the design specifications and parameters are of critical importance in establishing the cost of the project, the rent and the timing for completion thereof, it is important to provide as much detail as possible in the build-to-suit agreements as to the known aspects of the design and the work to be completed. Similarly, there also should be a detailed description of the parties' construction duties and approval requirements concerning the premises to be built and the allocation of obligations (for example, will the landlord fit-out the premises to a "turn-key" specification or is the landlord simply providing a "cold dark shell"?).

A commonly-encountered issue in a build-to-suit lease is the natural tension between multiple contractors in the same building. Most timetables will require that the tenant improvement

contractor is working in the building at the same time as the general contractor is putting the finishing touches on the base building. The practical concern centers around meeting the needs of two contractors simultaneously and balancing their demands for the overall benefit and completion of the project in a timely manner. To address this, many landlords will suggest that the tenant avoid this issue altogether by contracting with the landlord for the construction of the tenant improvements or with its contractor directly.

3. Timing

Timing for performance is a critical issue in a build-to-suit lease and a timetable with clearly identified deliverables is imperative and must be incorporated into the agreements. Usually the parties will establish a fixed move-in date (often motivated by the tenant's need to move out of its existing premises by a date certain) from which all players involved must work backward and harmonize their deliverables. The timeline will likely include milestones for the design, construction, and occupancy phases around which a schedule will be built, such as securing of financing and permits, ground breaking, pouring of the foundation and completion of the structural steel.

Since so much hinges on whether the project can be completed on time, the parties must consider what will happen if there are delays. From a tenant's perspective, it is important to have the right to walk away from the project if it becomes apparent that the project is not financeable, that obtaining permits is unduly problematic, or that the project will otherwise be significantly off-schedule. Conversely, the landlord will seek to limit this right to narrow circumstances, particularly after construction has reached a critical point. One approach to balance these competing concerns is to tie the termination right to delays in meeting certain critical milestone dates in the project schedule, including an outside date for the substantial completion of the project itself. Nevertheless, after a certain point, walking away from the project will not be a practical or satisfactory remedy for a tenant where it is faced with the prospect of very few, if any, suitable occupancy alternatives and significant business interruption losses as a result of the delays. As a result, tenants will often seek to fix liquidated damages amounts for delays that will make any delay very uncomfortable for the landlord and

incentivize timely completion. The enforceability of liquidated damages can be a thorny issue and accordingly where the actual damages are very difficult to estimate, the parties will need to carefully consider the quantum and the factors influencing same. In addition, the tenant may seek the right to take over the work itself (including an assignment of construction contracts) and set-off the costs of completion against the rent that would be due under the lease, although the practical application of this remedy has significant real-world limitations. The practical inadequacy of these remedies for the tenant underscores the importance of undertaking a thorough program of legal and business due diligence very early on (and ideally as part of the RFP response analysis) so as to assess as thoroughly as possible any risk factors that could impact the project timelines.

Another key timing concept is establishing the date on which the building is sufficiently complete so as to trigger, amongst other things, the commencement of the payment of rent (or rent free periods, as the case may be). This date is typically described in build-to-suit leases as the date of "substantial completion" or "substantial performance". While the landlord will want a definition broad enough to oblige the tenant to move in and start paying rent despite some incomplete details, the tenant will want to ensure that such details are minor and will not interfere with its occupation in any material respect. In order to balance this disparity in approach and avoid potential problems.

4. Rent

Basic rent calculations for build-to-suit leases involve different considerations than do leases of constructed premises where the basic rental rate can be easily fixed at the commencement of negotiations. Such basic rental rate will often be calculated based on a stated rate of return on imputed land value plus a reasonable estimate of the hard and soft costs of construction incurred by the landlord. In some cases, the basic rental rate may be subject to adjustment based on actual construction costs (subject to agreed upon construction budgets set out in a guaranteed maximum price contract and accepted change orders). Should the tenant seek to retain the fixed rate of basic rent as initially negotiated and resist any of the landlord's attempts

to adjust it, it is imperative to have established a mutually acceptable budget and detailed scope of work. This ensures the tenant is receiving a building of a specification and value which is proportionate to the basic rent that has been fixed and agreed to at the outset.

5. Change Orders

The requirements of each of the tenant and the landlord to make changes to the approved construction documents must be balanced. Typically, this will include a right in favor of the landlord to approve any change orders submitted by the tenant, particularly if they will result in cost increases, in which case the landlord will seek to have the tenant pay for such costs. Similarly, the tenant will want to reserve the right to approve any changes proposed by the landlord which alter in any material respect the proposed development and/or which could, amongst other things, have a negative impact on the timing for completion of the project.

6. Other Lease Considerations

Although not unique to build-to-suit leases, the following issues and concepts also warrant particular consideration in this context and should be considered carefully:

Commencement vs. Construction Date: Build to suit lease forms often make the distinction between “construction” and “commencement” dates. While the landlord may seek a steadfast commencement date so that the commencement date for the payment of rent is established at the outset, a tenant would be wise to defer any payment of rent until the project has been substantially constructed.

Tenant Rights re: Purchase: Given that build-to-suit projects are generally purpose built for the original tenant, such tenant may seek options in its favour to purchase the project at some point during the term of the lease, a right to be first to the table in the event of a proposed sale (a right of first offer), and/or a right to match an offer received by the landlord from a third party for a proposed purchase (a right of first refusal). Establishing these rights in favour of the tenant will typically require that a balance be struck such that the tenant has the benefit of some or all of these options without unduly limiting the landlord’s ability to deal with the project and get the best price in the market. Such provisions must specify how and when the

tenant may exercise its right and set out the criteria to be met in order to exercise such an option.

Space Mitigation Strategies: Where the project is part of an existing commercial park, the needs of the tenant for expansion flexibility into adjacent buildings and, alternatively, exit and space mitigation strategies (in particular, flexibility in larger buildings to sub-demise and sublet excess space) should be addressed.

Warranty Items: Allocation of risk and the responsibilities for the costs of defects or deficiencies covered under warranty or which result due to faulty design, construction or defect should be expressly addressed in the lease, including as part of the landlord's and tenant's repair and maintenance obligations and the operating cost recovery provisions.

EXHIBIT "A"

CBRE SAMPLE DESCRIPTION OF OWNER'S AND TENANT'S WORK LETTER

I. The following work shall be done for or by the Owner, except as otherwise specified.

A. STRUCTURE:

1. Frame: A structural frame of steel, concrete and/or masonry construction or any combination thereof, with a floor and roof design to carry live loads in accordance with applicable building codes.

2. Roof: The roof shall be E.P.D.M. or such other material as selected by Project Architect.

3. Exterior Walls: Exterior walls of the Shopping Center shall be of noncombustible construction and of finish as deigned by Owner or Owner's architect.

4. Floors: Floors shall be concrete floors within the Leased premises. Owner shall pour floor or provide a constructions credit for the non poured surface to within thirty five (35) feet of the rear wall of the Leased premises according to plans provided to Tenant. Any additional cost shall be the responsibility of Tenant.

5. Ceiling: To be provided by Tenant, as required.

B. COMMON AREA AND SERVICE:

1. Parking Lot, Rampways, Sidewalks: Such areas, as shown in Exhibit "A" Shall be lighted, surfaced and landscaped as determined by landlord.

C. UTILITIES:

1. Electrical Services: The Owner shall provide and empty 1 ½" or larger conduct from meter center to Tenant Space.

   Owner shall also provide a separate meter panel to be located within a common utility room. The cost for meters and installation shall be Tenant's Responsibility.

2. Water and Sanitation Sewer: The Owner shall bring to the Leased premises a ¾" valved and capped cold water pipe. Owner shall construct an 6" sanitary sewer line across the back of Tenant's space approximately 25' out from rear wall (see plans provided to Tenant). The lavatory and water closet fixtures and all additional improvements constructed shall be Tenant's responsibility.

3. Heating, Ventilating and Air Conditioning (HVAC) service: Owner shall provide and install the required rooftop HVAC equipment and ducts through roof. Equipment will be sized to provide **minimum of 1** ton per 300 square feet of cooling capacity within the Leased premises.

4. Gas: Owner shall provide gas main, and gas piping to the individual HVAC rooftops units only. The cost for any deviation from gas meter and installation shall be Tenant's sole responsibility.

D. STORE FRONT:

Store shall be designated by Project Architect and installed by Landlord.

E. FIRE PROTECTION:

Automatic sprinklers for fire protection shall be installed in the leased premises as required by applicable building codes with heads turned up. Any modifications to the sprinkler system or heads turned up within the leased premises required by Tenant's work shall be done by Owner's contractor, at the expense of Tenant.

F. GENERAL:

Owner shall have the right to run roof drainage lines, utility lines, pipes, conduits, duct

work and/or component parts of all mechanical and electrical systems where necessary or desirable through attic space, column space or other parts of the Leased premise, to repair, alter, replace or remove the same, and to require Tenant to install and maintain proper access panels thereto.

G. CONTRUCTION CREDITS:

If Tenant elects to accept construction credits in lieu of any Landlord's work as herein described, the amount of such credit shall be defined by letter from Owner's Tenant Finish Coordinator.

II. Tenant's Work: All work required to complete and place the Leased premise in finished condition for opening for business, except the work described in Owner's Work is to be completed by Tenant, at Tenant's expense. All work shall be done in accordance with all local, State and federal building requirements,

A. FIELD VERIFICATIONS:

It shall be the Tenant's responsibility to field verify all conditions.

B. PARTITIONS BETWEEN TENANT AREAS:

Partitions between Leased areas shall be framed with metal studs and as approved by Owner

C. Interior Walls:

All interior walls (including partitions and curtain walls other than partitions separating Leased premises) shall be framed with metal studs.

A. INTERIOR PAINTING:

All interior painting and decoration including taping and spackling of all interior partitions where required.

B. PLUMBING:

All plumbing, water meter and plumbing fixtures shall be installed according to Nebraska State Plumbing Codes.

C. FURNISHING, FIXTURES AND SIGNS:

All furnishings, trade fixtures, signs and related parts, shall be of new first quality

material. Installation location and design of all signs are subject to prior written consent of Owner as provided in Paragraph III B.

D. HOT WATER HEATER:

Domestic hot water heater where required shall be electric, automatic and less than 6 gallons capacity. If space use dictates a heater with a capacity in excess of 6 gallons, Tenant must receive Owner's prior approval. All heaters shall be automatic, properly vented and with all necessary safety controls. The relief valve must be piped to an open drain. Special metering for any heater shall be included by Tenant if required by Owner.

E. GREASE PAN:

For tenants requiring a grease exhaust hood, the Tenant shall furnish and install an appropriately sized grease pan around the roof opening to protect the Owner's roof from grease damage. Maintenance of this grease pan is Tenant's responsibility.

F. FLOORS:

All floor coverings and floor finishes. Tenant is permitted no depressions from the established floor level.

G. ELECTRICAL WORK:

Tenant shall furnish and install all additional electrical work from the meter center into the Leased premises except that work described in Owner's Work. Tenant shall provide electrical conduits wiring and boxes in the concrete floor slab as required to permit laying of concrete floor by Owner, in accordance with Owner's construction schedule. Tenant shall furnish and install all systems, where required, for telephones, inter-communications, music, antennas, material handling or conveyor, burglar alarm, vault wiring, fire protection alarm and clock, and time clocks, conductors and all necessary disconnect switches for all motors required by Tenant, including exterior signage. All work shall be done in accordance with the 1984 Nations Electrical Code.

H. GAS:

Tenant shall install and furnish any size gas meter or piping and any additional gas piping from the meter, or shall reimburse Owner the cost of said metering and additional piping.

I. HEATING, VENTILATION, AND AIR-CONDITIONING (HVAC) SERVICE:

Tenant shall furnish and install metal supply and return duct work throughout the Leased premises, (the use of attic space as a return air plenum or duct board as supply and return duct work is not permitted), and shall be responsible for locating and wiring any

thermostat controls for the HVAC units as provided for by Owner.
Any additional equipment, make-up systems, and/or exhaust systems shall be furnished and installed by Tenant.

J. TEMPORARY SERVICES:

During Tenant's construction period Tenant shall provide and pay for heat, temporary connections and meter for water, gas, and electrical service brought to such point. Tenant shall pay for all electricity, gas and water during this period.

K. CHANGES AND ALTERATIONS:

Owner reserves the right to require changes in Tenant's work when necessary by reason of code requirements or directives of governmental authorities having jurisdiction over the Leased premises.

L. GENERAL PROVISIONS:

All Work done by Tenant shall be governed in all respects by, and shall be subject to the following:

1. Tenant agrees not to commence Tenant's work until Tenant has secured Owner's written approval of the plans and specifications required to be submitted by Tenant to Owner. Owner agrees to notify Tenant in advance of the day when Tenant must commence Tenant's Work and Tenant agrees that Owner may require Tenant, subject to such notice , to commence Tenant's Work before Owner's Work has been fully completed, provided that the Leased premises and the building of which the Leased premises are a part are completed to the extent that is practicable for Tenant to commence Tenant's Work. Tenant Work shall be coordinated with the work being done by the Owner and/or other tenant's of Owner to such a degree that the Owner and/or other tenant's of the Owner to such a degree that such work will not interfere with or delay the completion of such work by the Owner and/or other tenant's of the Owner. Owner shall have the right to require Tenant, Tenant's Contractors, and Subcontractors to furnish a performance bond and other security in a form and in such amounts satisfactory to Owner for the prompt and faithful performance by Tenant of Tenant's Work. Such performance bond (s) shall name Owner or such other successors or assigns of Owner. The performance of Tenant's Work shall cause no interference whatsoever with the completion of Owner's Work in the Leased premises or in the remainder of the Shopping Center.

2. Tenant's work shall be performed in a first-class workmanlike manner and shall be in good and usable condition at the date of completion thereof. Tenant shall require any such party to be responsible for the replacement or repair of any and all work done or finished by or through such party which shall become defective within one (1) year after substantial completion of the Work. The correction of such Work shall be included without additional charge for any replacement, or repair of any part of the Work in which may be damaged or disturbed thereby. All warranties or guarantee as to material or workmanship on or with respect to the Tenant's Work shall be contained in the contract of subcontract which shall be so written that such guarantees or warranties shall insure to the benefit of both Owner and Tenant, as their respective interests appear, and can be directly enforce by either. Tenant covenants and agrees to give Owner any assignment of other assurances necessary to effect the same.

3. Owner shall have the right (but shall not be obligated) to perform by its own contractor or subcontractor, on behalf of and for the account of Tenant any Tenant's Work which Owner determines should be so performed. Specifically, such work shall include areas which affect any structural components of or general utility systems for the building in which the Leased premised are located. If Owner so determines, it shall so notify Tenant prior to the commencement of such work. Tenant shall promptly, on demand, reimburse Owner for all costs of planning and performing such work when and as incurred by Owner and for all permits in connection therewith.

4. Compliance with laws: All Tenant's Work shall conform to applicable statutes ordinance, regulations, codes and the requirements of Owner's fire underwriter. Tenant shall obtain and convey to Owner all approvals with respect to electrical, gas, water heating, and cooling, cable and telephone work, and as may be required by utility company supplying the service.

5. Approvals: No approvals by Owner shall be deemed valid unless the same shall be in writing signed by Owner or Owner's architect.

6. Insurance: Prior to commencement of Tenant's Work and until completion thereof, or commencement of the Lease term, whichever is the last to occur, Tenant shall effect and maintain , and provide certification for insurance policies of Builder's Risk Insurance covering Owner, Owner's Lender, Tenant and Tenant's contractors, as their interest may appear, against loss or damage by fire, vandalism and malicious, mischief and such other risks as are customarily covered by so-called "extended coverage endorsement" upon all Tenant's Work in place and all materials, equipment, supplies and temporary structures of all kinds incident to Tenant's Work and builder's machinery, tools and equipment, all while forming a part contained in, such improvements or temporary structures, while on the Leased premises or within 100 feet thereof, or when adjacent thereof while on malls, drives, sidewalks, street or

Alleys, all to the full insurable value thereof at all times. In addition, Tenant agrees to require all contractors and subcontractors engaged in the performance of Tenant's Work to effect and maintain and deliver t o Tenant certificates evidencing the existence of, such policies prior to the commencement of Tenant's Work and until completions thereof.

III. Design Criteria for Tenant's architectural standards and Tenant's sign; TBD

A. TENANT'S ARCHITECHTURAL STANDARD:

1. Within thirty (30) days after the execution of this Lease, Tenant shall submit to Owner for Owners approval the proposed design of Tenant's space along with Tenant's signing and materials to be utilized.

B. TENANT'S SIGNS:

1. Tenant shall erect a store identity sign only. All signage must be approved by the Landlord. Box signs and signs controlled by a timer are not allowed.

VII.
SUBCONTRACTOR SELECTION AND INVOLVEMENT JSEB

SUBCONTRACTOR SELECTION AND INVOLVEMENT

A. EARLY SUBCONTRACTOR INVOLVEMENT

Early Subcontractor Involvement is one of the keys to making a large and complex project successful, since the design team can benefit from the expertise of key subcontractors. These subcontractor partners are brought in early in the design process so that they can assist with vetting the design from a value analysis perspective and performing design coordination and constructability reviews. This provides confidence to the team that the end result will be a project with a high level of value and quality.

To have success with Early Subcontractor Involvement, it's important that the team chooses reliable, efficient, safe, and financially sound subcontractor partners. For this reason, we have a thorough prequalification process driven from our extensive internal subcontractor information database. This database, called "SubDB", contains detailed financial, safety, legal, and past project performance information for our local and regional subcontractors. We use this information to build our subcontractor bid list, ensuring that our list of potential partners is qualified to execute the needs of the project. Once that list is developed, we solicit pricing proposals from these subcontractors, along with detailed information about their proposed team, schedule, experience, and safety plan. Upon receipt of those proposals, we analyze the information and make an award recommendation to the team. It's our belief that the project team—including Chase Properties, JEA, CBRE, the Design Team, and Brasfield & Gorrie—be the group that discusses and makes the final decision on any subcontractor awards.

In addition to choosing the most qualified subcontractor partners, we feel that it's important that our process creates value for the project. This project is somewhat unique in that it includes several component projects of varying size and complexity, such as the office building, tenant interiors, MEP systems, sitework / hardscape / landscaping, and modifications to the parking garage. This is a big opportunity to add value to the job, since we can match the size/complexity of the component project to the subcontractor who is best suited to execute that scope of work. For example, an electrical subcontractor who has the skills and expertise to build the core and shell office building, may not provide the best value on a smaller and relatively less complex tenant interior package. We believe we can use this dynamic to the advantage of the project, by staggering the component project awards and paying close attention to matching the sub bid lists to the size/complexity of the project. In addition to creating value, this strategy will create a diverse subcontractor team where no one company can become overloaded.

B. JSEB ENGAGEMENT

Brasfield & Gorrie anticipates that 20 percent of all subcontracted business will be with diverse suppliers which are JSEB businesses. Our expectation is not just of a significant percentage or dollar value but also of a significant quantity of diverse subcontractor and suppliers engaged in this project. Our plan includes JSEB engagement through:

- Our prime large business subcontractors—attaining participation through emerging JSEB firms in a second or third tier role
- A minimum of five JSEB infant subcontractors for some level of involvement in the project
- A minimum of one established or emerging minority general contractor turnkey work package (e.g. hardscape)
- One mentor/protégé relationship with a JSEB general contractor in its infancy stage
- Incubation/workshop training of 10 infant and emerging JSEB firms participating in this project
- Five ACE/Vocational site visits

We want our efforts and the successful results of our diversity and inclusion focus for the project to be meaningful and to have a long-lasting impact on the communities served by the new facility. Our team's thoughtful approach to inclusion creates opportunities for JSEB firms to have first-hand participation on the project and provide growth, training and resume-building opportunities for those firms.

Through the involvement, support and leadership of Natalie Kelly, Brasfield & Gorrie's Corporate Responsibility Manager, our team plans to do the following:

1. Already in motion is the constant evolution of our JSEB subcontractor and vendor network. A strategic goal of Brasfield & Gorrie will be to lead all small businesses, if not already enrolled and approved through JSEB, to participate in the JSEB Application process.
2. Immediately following award of this project, our team will schedule a project specific outreach event at the project site that will include several local and national diversity partner agencies, including but not limited to:
    a. Jacksonville Small & Emerging Business through the City of Jacksonville
    b. Jax Bridges through the Jacksonville Chamber of Commerce
    c. University of Florida Small Business and Vendor Diversity Department
    d. The Florida Advisory Council on Small and Minority Business Development
    e. The Florida Association of Minority Business Enterprise Officials
    f. The Hispanic Business Initiative Fund
    g. The Raise Florida Network – Florida Coalition of Microenterprise Business Development
    h. Florida State Minority Supplier Development Council
    i. The Florida Chamber of Commerce Small Business Council
    j. The State of Florida, Department of Economic Opportunity
    k. The Small Business Administration
    l. The Florida Small Business Development Center Network
    m. The Florida Regional Planning Association
    n. The Florida Economic Development Council
    o. GrowFL
    p. The Florida Virtual Entrepreneur Center
3. Regular advisements regarding bid packaging, JSEB/small, local business opportunities including communications with the aforementioned partner agencies
4. Large business purchasing and strategic inclusion program
5. Develop and implement a tactful project communication plan that maximizes participation opportunities
6. Reverse engineer participation by identifying and soliciting to capable JSEB firms to craft 'best fit' work scope packages
7. Partner and communicate with local vocational and work programs to encourage interest of diverse, skilled labor locally and regionally
8. Report and share successes related to project JSEB, diversity and inclusion goals focused on unique stories and benefits resulting in meaningful impact

MWBE CATEGORIES

Because of the size, complexity, and duration of the project, an incredible opportunity exists to provide thoughtful and results oriented incubation for many JSEB firms. The successful execution of work by JSEB subcontractors and vendors is enhanced and cultivated by matching capabilities with carefully crafted work scopes. We know the success of our project diversity program depends on identifying the firms available, capable, and willing to participate. Further, we categorize JSEB firms according to their level of establishment, financial stability, and work history. As such, we categorize interested firms into one of three categories that guide our approach to maximizing JSEB participation opportunities while also affording an intrinsic risk management platform for all parties:

INFANT

Subcontractors in business less than 2 years. These firms demonstrate the ability to sustain a successful business, but they often struggle to obtain business opportunities and to sustain and balance cash flow demands that enable growth. Infant firms often qualify for unique work packages including on-the-job mentoring/teaching program(s), “sliver packages” which are work scopes with limited cash flow demands and allow firms to focus on their trade work, subcontractor default program coverage in lieu of bonding, and other special considerations that would otherwise disqualify firms from participation.

EMERGING

Subcontractors in business typically in the 2 to 7-year timeframe. These firms are most susceptible to failing but also the most likely to succeed if they receive crucial business opportunities and support. They are still growing their financial stability including bonding and insurance capacities. Similar to infant subcontractors, emerging subcontractors are candidates for “sliver” packages as a second-tier subcontractor under a larger established (mentoring) prime subcontractor. Our team assists in identifying JSEB firms who fit this category, work with them to determine a ‘best fit’ (i.e. labor only scopes that remove the financial burden of large material purchases), and create the opportunity for a manageable workload under the guidance and mentorship of a larger firm. These firms can usually have the most positive impact from a meaningful JSEB project program.

ESTABLISHED

Established MWBE subcontractors and vendors have been in business greater than 5 to 7 years, have an established record of accomplishment and are financially stable. They are afforded opportunities for prime subcontractor or vendor purchase agreements for full material and labor scope packages. Often these firms can be useful in providing peer-to-peer mentoring to infant and emerging firms who are a part of the project diversity and inclusion program.

JSEB INCUBATION/TRAINING

In addition to the project-specific opportunities, we engage a select, qualified group of infant and emerging JSEB subcontractors that are amenable to participating in strategy growth and work sessions. The work sessions focus on business plan reviews, strategy sessions, business development and marketing approaches, and relationship and network building all geared toward specific growth objectives for the firms.

CORPORATE COMMITMENT

Why is Building Diverse Relationships Important? “It’s pretty simple: it’s smart and the right thing to do,” Jim Gorrie, CEO of Brasfield & Gorrie. At Brasfield & Gorrie we also believe that diversity facilitates creativity and innovation resulting in a successful project.

Brasfield & Gorrie is committed to building strength through diversity and inclusion in our company, people, partnerships, and communities. Promoting diversity and inclusion is a company-wide commitment at Brasfield & Gorrie. It is a commitment we take seriously—and one we have embraced since our beginning.

Brasfield & Gorrie provided opportunities for diverse businesses long before goals for inclusion were common because we believe that helping support and develop these firms is critical to the growth and vitality of the communities we work and live in.

We take specific steps to maximize diverse business participation in our projects, and we have an excellent record of maximizing qualified “fit” and exceeding subcontracting plan goals. Brasfield & Gorrie is committed to continuously increasing our collaboration with MWBE and diverse companies.

MEANINGFUL ENGAGEMENT

Critical to the success of our focus on diversity and inclusion is our proactive approach to networking, fostering relationships, and identifying qualified infant, emerging, and established JSEB firms.

Brasfield & Gorrie actively hosts and participates in outreach and networking events and functions. We find that some of the most meaningful growth opportunities occur from general outreach as opposed to project specific outreach. This is simply because once a project is active there is less time to alert and align potential JSEB partners for participation in projects. Examples of some of our recent general outreach efforts include the following:

1. March 9, 2016 Women in Construction Week, all Brasfield & Gorrie offices
2. March 7, 2019 Food for Thought with OneJax - D&I conversations over lunch in groups with civic and community leader facilitators used the community supper model
3. May 2, 2019 - UF Small Business & Vendor Diversity Relations Small Business Opportunity Fair and Summit Bronze Sponsor (May 2, 1018; April 27, 2018; Apr-May 2016 and 2015)
4. ABC First Coast Chapter Women's Council – office manager on board of directors since 2017
5. January 15, 2019 – Participant in OneJax Community Suppers
6. September 12, 2018 - Facilitated JAXUSA Partnership and CareerSource of NE Florida Workforce Briefing: Women in Construction
7. UF SBVDR Mentor-Protégé program – mentored 2019, 2018, 2017

VIII.
DESIGN ENGINEERING
AND
PRECONSTRUCTION

DESIGN, ENGINEERING AND PRECONSTRUCTION

Kings Avenue Station – Project Structure

I. **Kings Avenue Station P3 LLC**
Developer-Mike Balanky-managing partner

II. **Ervin Lovett Miller-ELM**
Overall Design Team Project Director - (i.e. the "one" entity responsible for overall design project management and JEA/CBRE design team lead contact) ELM, as Project Director, will manage, schedule and attend all necessary meetings between JEA/CBRE and the lead design members to include programming and site/building design reviews. ELM will manage the overall project design schedule and overall sequence of critical deliverables. ELM will review and provide architectural building design comments/feedback during the shell building schematic design phase. ELM shall be the Landscape Architect to include site planning & design, site amenities, site signage and parking garage improvements from schematic design through construction administration. Parking Garage subconsultant will be included under ELM.

III. **Rolland Delvalle & Bradley – RDB**
Building Shell & Core Architects of Record (AOR) to include Shell and Core building architectural programming meetings with JEA/CRBE, schematic design, design development, construction documents and construction administration. Structural and MEP/FP Engineering (EORs) subconsultants for the Building Shell & Core to be included under RDB and managed by RDB. RDB holds a State of Florida Minority Business Certification.

IV. **Kimley-Horn**
Civil engineers and site permitting.

V. **TLC**
Overall project LEED administration and certification, building mechanical, electrical and plumbing engineering and Commissioning Agent.

VI. **AES**
Building structural engineering and Threshold Inspections.

VII. **Connie Turner Interiors /ELM**
Tenant Improvements Interior Designer and Architect of Record (AOR) to include interior programming, space planning, interior design, tenant construction documents and tenant construction administration. Furniture related services (if part of this project scope) would also be included under Connie Turner Interiors. MEP/FP engineering subconsultants for the tenant improvements to be included under ELM/ Connie Turner Interiors and will be the same engineers as the shell building engineers.

VIII. **Brasfield & Gorrie**
General Contractor with Pre-construction services (to include constructability reviews, V.E., cost estimating, project scheduling, etc.).

IX.
CORE AND SHELL SOFT COST SUMMARY

Kings Avenue Station – Core & Shell Soft Cost Summary

Design & Engineering - $2,240,000
Ervin Lovett Miller-ELM – project management / landscape architecture / signage
Roland Delvalle & Bradley - RDB: Building Shell & Core Architect of Record
Kimley-Horn - Civil & Geotechnical Engineering

Other Costs including Permitting, Impact & Tap Fees - $1,198,000
Brasfield & Gorrie – Preconstruction Services
Atlantic Engineering Services – Threshold Inspections
TLC: LEED administration and certification/shell building commissioning
Perret & Associates - Surveying
Mobility Fees
Water & Sewer Capacity Fees
Water Meter Fees
10 set submittal, Stormwater permit submittal, DEP & EQD submittal, Water & Sewer permit submittal, PUD Verification

X.
PARKING PLAN

KINGS AVE GARAGE CONCEPTUAL PARKING PLAN FOR "JEA ITN #010-19"

The Conceptual Parking Program for the new JEA Headquarters is based on the following demand requirements, as listed in the original ITN and updated in Exhibit C-1;

- **760 employee parking spaces securely separated**
- **40 customer/visitor spaces conveniently located**
- **50 "non-24 fleet spaces" for JEA owned service vehicles**

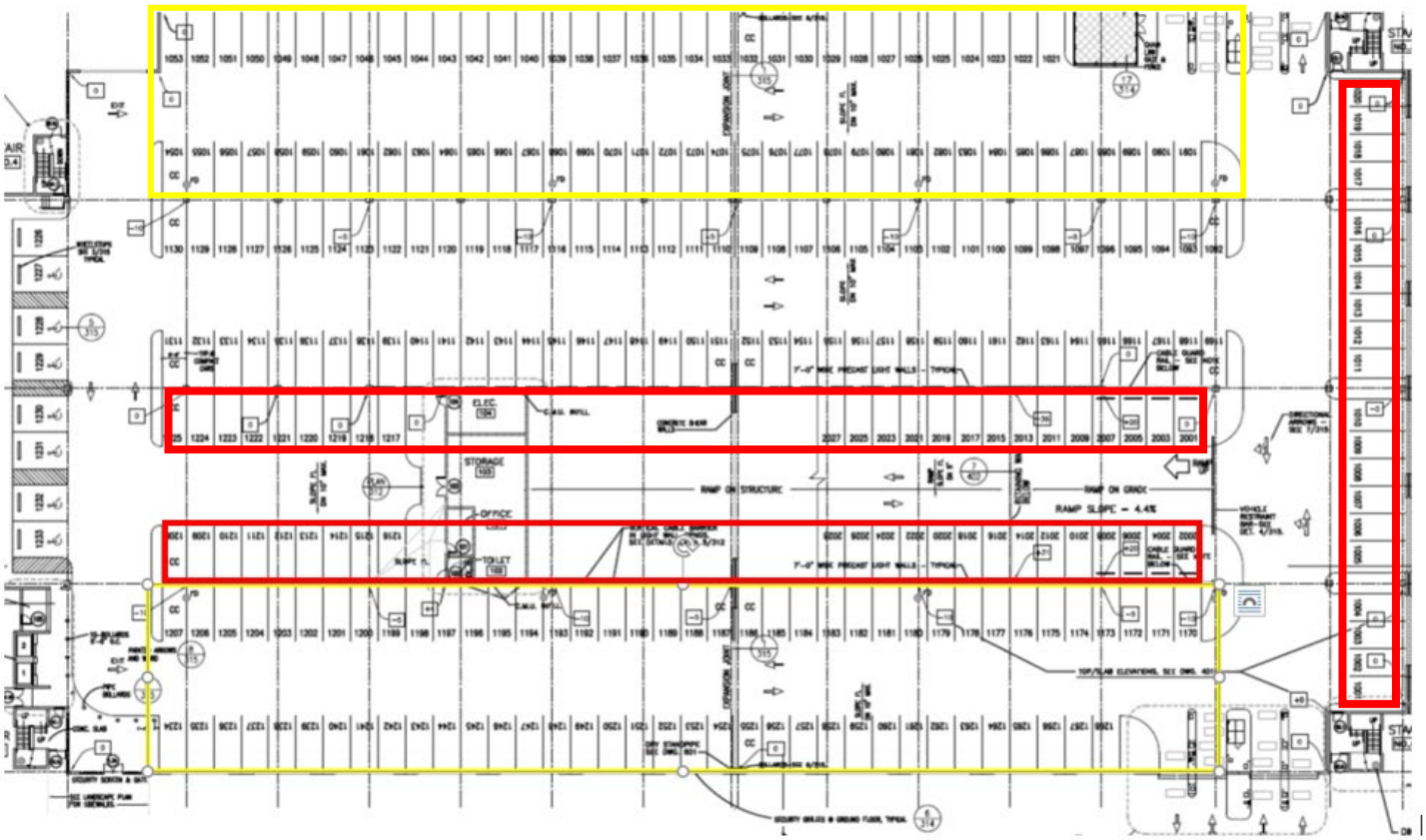
The employee parking spaces would be located on the 2nd floor and above in the Kings Avenue Parking Garage and would be securely separated from any public spaces through "nesting". There are multiple ways of implementing a nesting program, with the level of desired security being the deciding factor in choosing. The specific locations of the parking spaces within the garage will be dependent on that decision.

Customer/Visitor parking would be located on the west side of the 1st level ramp within the garage, with adequate ADA spaces adjacent to the elevators located on the 2nd level. The pedestrian exit from the garage would lead directly to the building.

The 50 "non-24 fleet spaces" would be along the south side of the 1st floor and the east side of the 1st level ramp.

Access to the employee and fleet spaces would be controlled with the use of a parking card. JEA would have the option of using wither a card specific to the garage or using the same card the employees would use for building access. Customer/Visitor access would be through a ticket pulled upon entry, and then paid at the exit. JEA would have the option of utilizing a validation program for their customers and visitors or letting them self-pay.

NESTED/SECURED AND/OR RESERVED/DEDICATED PARKING PLAN

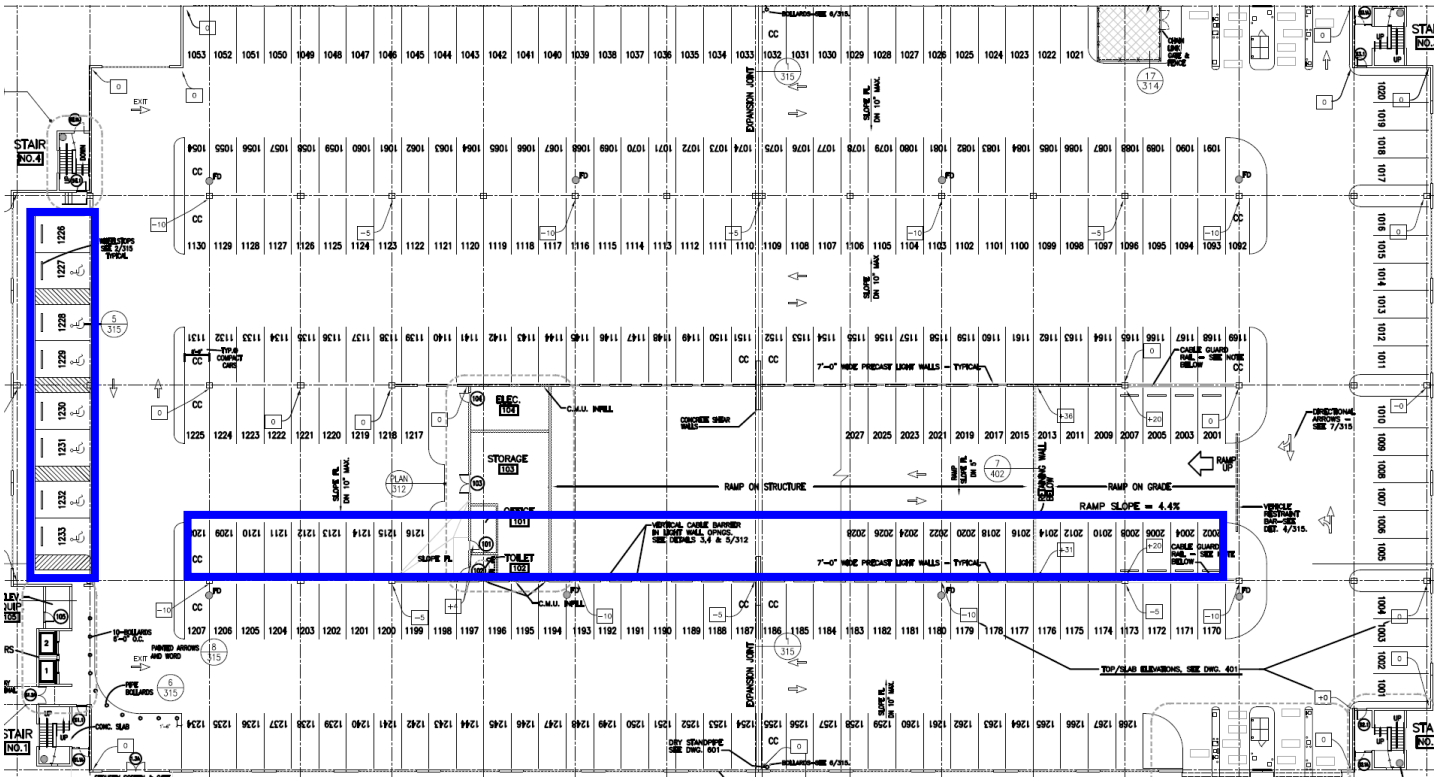


Nested Area Example

Nested Parking Area located along eastern and western bays of Parking Garage, 2nd floor and up. 76 Parking Spaces per nesting area, 152 total spaces possible per floor. Roll-up Gates using RFID, or other controls installed at either end of Nested Parking Area (one example pictured above).

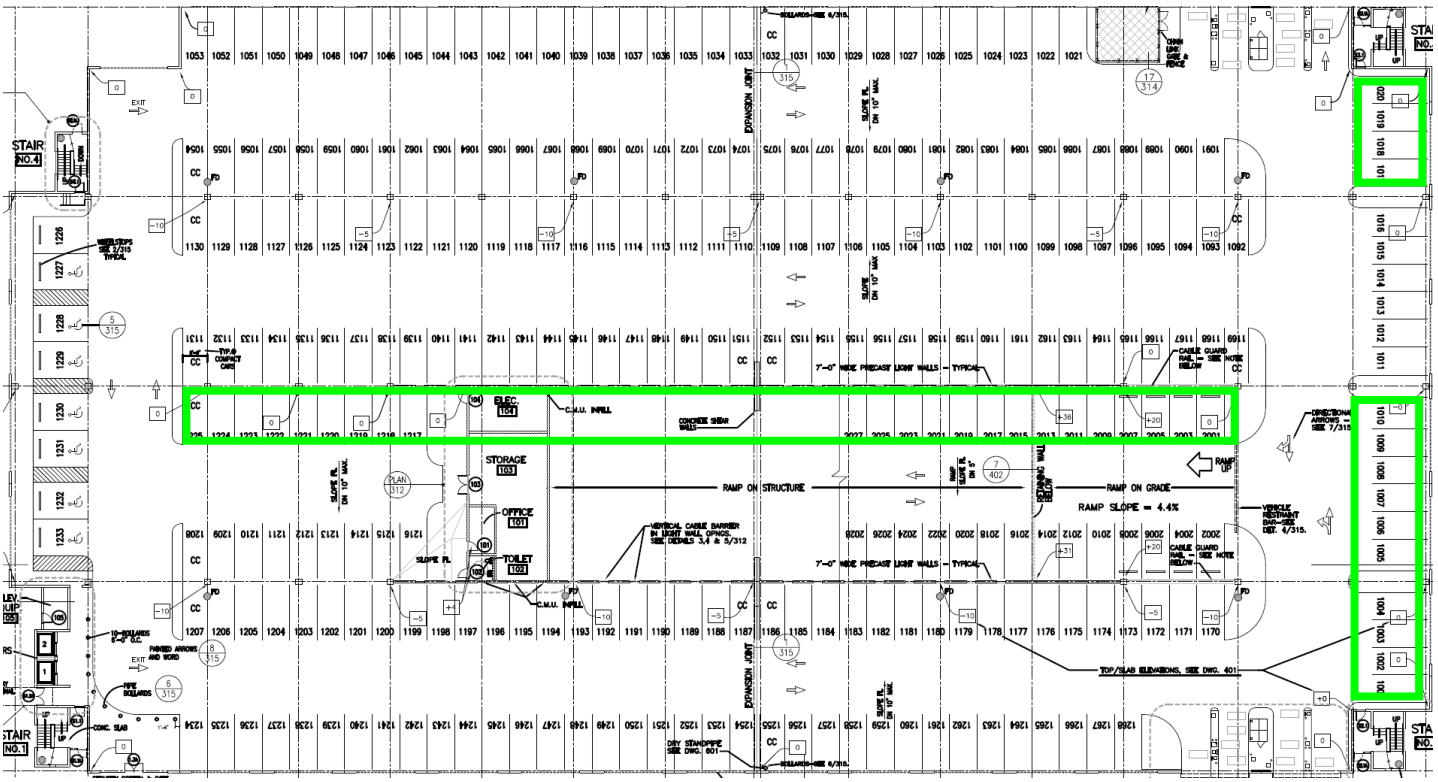
Reserved/Dedicated parking (non-secured) on ramps and floors 2 and above. 4 bays of 76 spaces per floor/ramp 2nd floor and above, 304 total spaces possible per floor/ramp. Controls could be put in place at top of 1st ramp that would restrict parking beyond that point to authorized parkers only.

VISITOR/CUSTOMER PARKING PLAN



36 standard customer/visitor spaces + 8 ADA spaces located on the 1st ramp and adjacent to elevators on 2nd level.

SERVICE VEHICLE PARKING PLAN



50 JTA Service Vehicles parked on 1st floor and 1st floor ramp. Height clearance reduced to 7'9" above this point.

XI.
SCHEDULE

JEA Corporate Headquarters - Kings Avenue

07-Mar-19 08:21

Activity ID	Activity Name	Orig Dur	Start	Finish
JEA HQ Office Building - 2019-03-07		620	15-Apr-19	21-Sep-21
Milestones		620	15-Apr-19	21-Sep-21
A1490	DIA/DDRB Approvals (N/A)	0		15-Apr-19
A1460	Remediation Activities (N/A)	0		15-Apr-19
A1450	Full Site Control (Site is Under Control)	0		15-Apr-19
A1420	Capital/Equity Commitments (Capital/Equity Committed)	0		15-Apr-19
A1410	Letter of Intent on Site Control (Site is Under Control)	0		15-Apr-19
A1380	Award - ITN	0		15-Apr-19
A1400	Letter of Intent (Lease) - JEA Release design/precon	0		10-May-19
A1500	Design - Commence	0		10-May-19
A1580	Design - SD	0		09-Jul-19
A1570	Full Lease Execution	0		16-Jul-19
A1470	PUD Verification Approval	0		06-Aug-19
A1590	Design - DD	0		02-Oct-19
A1520	Permit - 10set Approval	0		16-Oct-19
A1510	10 set approval	0		16-Oct-19
A1480	GMP Approval	0		13-Nov-19
A1540	Site Construction Commencement	0	21-Nov-19	
A1550	Permit - Early Structure	0		27-Nov-19
A1530	Deep Foundations Commencement	0	16-Dec-19	
A1670	Foundations Commencement	0	09-Jan-20	
A1560	Permit - Building	0		08-Apr-20
A1600	Design - TI Complete	0		18-Jun-20
A1690	Tenant Construction Start	0	26-Oct-20	
A1640	Core/Shell Complete	0		19-Mar-21
A1610	Construction Complete w/ TI	0		28-Jun-21
A1620	FFE Complete (Move Ready)	0		21-Sep-21
Precon/Design		250	15-Apr-19	08-Apr-20
Award & Terms		65	15-Apr-19	16-Jul-19
A1430	Full Lease Execution	65	15-Apr-19	16-Jul-19
A1390	Letter of Intent (Concept lease terms)	20	15-Apr-19	10-May-19
A1060	Award (CBRE stated date)	0	15-Apr-19*	
Design/Precon		220	15-Apr-19	26-Feb-20
A1440	Team On-Boarding (Planning, Design & CM)	20	15-Apr-19	10-May-19
A1650	Geotech/Surveys	20	13-May-19	10-Jun-19
A1070	SD Design - Concepts & Programming	20	13-May-19	10-Jun-19
A1080	SD Design - Progress Set	20	11-Jun-19	09-Jul-19
A1110	Budgeting & Review - SD	20	10-Jul-19	06-Aug-19
A1250	JEA SD Core/Shell Review	15	10-Jul-19	30-Jul-19
A1140	Design - Civil Comments for 10-set submission	5	31-Jul-19	06-Aug-19
A1090	Design - DD	40	07-Aug-19	02-Oct-19
A1280	GMP Development & Approval	30	03-Oct-19	13-Nov-19
A1120	Budgeting & Review - DD	30	03-Oct-19	13-Nov-19
A1150	Design - Structure CD	20	03-Oct-19	30-Oct-19
A1260	JEA DD Core/Shell Review	10	03-Oct-19	16-Oct-19
A1100	Design - CD	40	14-Nov-19	15-Jan-20
A1130	Budgeting & Review - CD	30	16-Jan-20	26-Feb-20
A1270	JEA CD Core/Shell Review	10	16-Jan-20	29-Jan-20
Procurement		60	14-Nov-19	12-Feb-20

Remaining Level of Effort
Actual Level of Effort
Actual Work
Remaining Work
Critical Remaining Work
Milestone
Summary

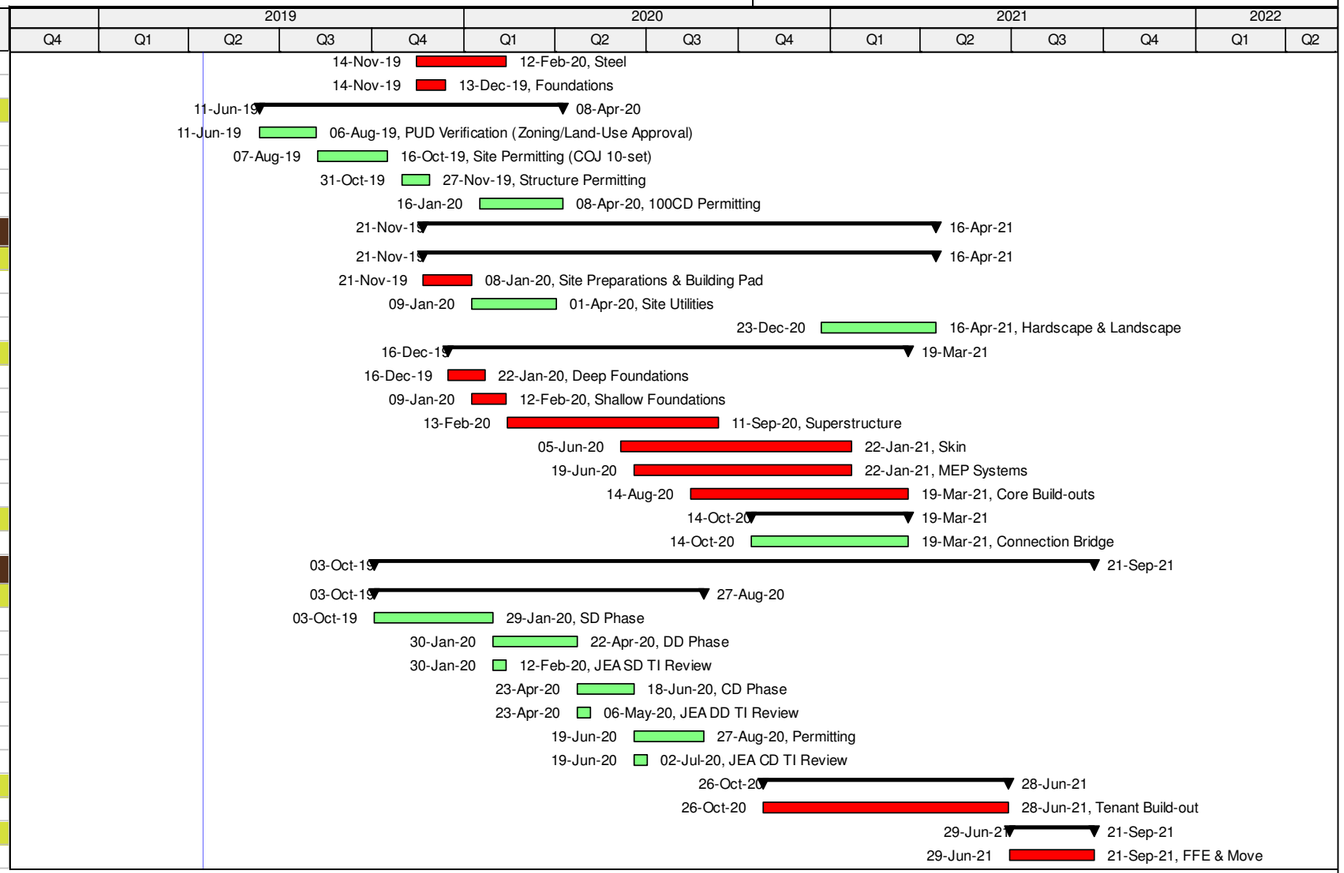
Preliminary Overall Design / Construction Schedule

Project ID: 22099-JP-5
Data Date: 15-Apr-19

JEA Corporate Headquarters - Kings Avenue

07-Mar-19 08:21

Activity ID	Activity Name	Orig Dur	Start	Finish
A1160	Steel	60	14-Nov-19	12-Feb-20
A1170	Foundations	20	14-Nov-19	13-Dec-19
Permitting		210	11-Jun-19	08-Apr-20
A1630	PUD Verification (Zoning/Land-Use Approval)	40	11-Jun-19	06-Aug-19
A1180	Site Permitting (COJ 10-set)	50	07-Aug-19	16-Oct-19
A1190	Structure Permitting	20	31-Oct-19	27-Nov-19
A1200	100CD Permitting	60	16-Jan-20	08-Apr-20
Construction		355	21-Nov-19	16-Apr-21
Site		355	21-Nov-19	16-Apr-21
A1010	Site Preparations & Building Pad	30	21-Nov-19	08-Jan-20
A1320	Site Utilities	60	09-Jan-20	01-Apr-20
A1330	Hardscape & Landscape	80	23-Dec-20	16-Apr-21
Office Building		320	16-Dec-19	19-Mar-21
A1020	Deep Foundations	25	16-Dec-19	22-Jan-20
A1680	Shallow Foundations	25	09-Jan-20	12-Feb-20
A1210	Superstructure	150	13-Feb-20	11-Sep-20
A1220	Skin	160	05-Jun-20	22-Jan-21
A1230	MEP Systems	150	19-Jun-20	22-Jan-21
A1240	Core Build-outs	150	14-Aug-20	19-Mar-21
Exsiting Garage Connection Bridge		108	14-Oct-20	19-Mar-21
A1030	Connection Bridge	108	14-Oct-20	19-Mar-21
TI		500	03-Oct-19	21-Sep-21
Precon/Design		230	03-Oct-19	27-Aug-20
A1040	SD Phase	80	03-Oct-19	29-Jan-20
A1290	DD Phase	60	30-Jan-20	22-Apr-20
A1350	JEA SD TI Review	10	30-Jan-20	12-Feb-20
A1300	CD Phase	40	23-Apr-20	18-Jun-20
A1360	JEA DD TI Review	10	23-Apr-20	06-May-20
A1310	Permitting	50	19-Jun-20	27-Aug-20
A1370	JEA CD TI Review	10	19-Jun-20	02-Jul-20
Construction		170	26-Oct-20	28-Jun-21
A1050	Tenant Build-out	170	26-Oct-20	28-Jun-21
Occupancy/FFE		60	29-Jun-21	21-Sep-21
A1340	FFE & Move	60	29-Jun-21	21-Sep-21



Remaining Level of Effort
Actual Level of Effort
Actual Work
Remaining Work
Critical Remaining Work
Milestone
Summary

Preliminary Overall Design / Construction Schedule

Project ID: 22099-JP-5
Data Date: 15-Apr-19

XII.
KINGS AVENUE STATION ADVANTAGES

Kings Avenue Station Advantages

- **KINGS AVEHUE STATION IS THE ULTIMATE TRANSIT-ORIENTED-DEVELOPMENT WITH CONNECTIONS TO THE SKYWAY, THE BRT, THE AIRPORT SHUTTLE, THE NEWW BECHES BUGGY SYSTEM AND JTA'S PROPOSED AUTOMATED CIRCULAR PROGRAM.**
- **THE SITE IS PAD-READY WITH INFRASTRUCTURE INCLUDING RETENTION IN PLACE.**
- **THE LAND USE AND ZONING ARE IN PLACE SAVING TIME AND MONEY.**
- **THE SITE DOES NOT REQUIRE DDRB APPROVAL SAVING TIME AND MONEY.**
- **THE LOCATION WILL HELP SUBSIDIZE THE CITY'S $82 MILLION IN INCENTIVES TO THE DISTRICT.**
- **THE MILLIONS OF DOLLARS IN ECONOMIC ADVANTAGES FOR KINGS AVENUE CAN BE USED TO INCENTIVIZE JOB GROWTH ON THE NORTH BANK WHICH WILL CREATE MORE JOBS THAN IT REMOVES.**
- **THE KINGS AVENUE TOWER FOOTPRINT IS LARGER THAN THE FOOTPRINT OF THE EXISTING JEA TOWER AND WILL BE BIGGER THAN THE RYAN TOWER SITE ONCE THEY BUILD A GARAGE.**
- **LOT J WILL BE A VIRTUAL CONSTRUCTION SITE FOR 6-10 YEARS WHILE THE ENTERTAINMENT ZONE IS BEING BUILT.**
- **KINGS AVENUE STATION IS EFFECTIVELY CONNECTED TO THE NORTHBANK VIA THE SKYWAY.**
- **THE LAND AT LOT J AND THE RYAN SITE BOTH REQUIRE AN RFP AND BOTH REQUIRE ENVIRONMENTAL REMEDIATION.**
- **THERE IS A BASEMENT STRUCTURE BENEATH THE GROUND ON THE RYAN SITE WHICH WILL REQUIRE MITIGATION.**
- **THE KINGS AVENUE SITE IS BY FAR THE MOST VISIBLE WITH 155,000 CARS PER DAY WHICH IS 56,575,000 CARS PER YEAR.**
- **KINGS AVENUE STATION IS THE ONLY SITE THAT PROVIDES "DEMAND PRICING" WITH THE ABILITY TO INCREASE OR DECREASE PARKING SPACES AS NEEDED. THIS ALLOWS JEA TO ONLY PAY FOR WHAT THEY USE.**
- **THERE IS A TWIN FLAG HILTON HOTEL ON SITE (HILTON GARDEN INN / HOMEWOOD SUITES).**
- **LOCAL OWNERSHIP - CHASE PROPERTIES HAS 25+ YEARS OF AWARD-WINNING DEVELOPMENT IN JACKSONVILLE, FL.**
- **ALL OF THE KINGS AVENUE STATION P3, LLC PARTNERS ARE EITHER BASED IN JACKSONVILLE OR HAVE A STRONG LOCAL PRESENCE.**
- **THE KINGS AVENUE STAION P3, LLC PARTNERS HAVE COLLECTIVELY ACQUIRED OR DEVELOPED OVER $10 BILLION OF PROJECTS.**

XIII.
POWER POINT PRESENTATION

(ITN) #010-19

ACQUISITION OF

A NEW JEA CORPORATE HEADQUARTERS

PREPARED FOR:

CBRE

REPRESENTING:

JEA

SUBMITTED BY:

KINGS AVENUE STATION P3, LLC

KINGS AVENUE STATION P3, LLC, DEVELOPMENT TEAM

CHASE PROPERTIES

PARKWAY

elm

RDB
Rolland, DelValle & Bradley
ARCHITECTURE ▪ INTERIOR DESIGN

CONNIE TURNER
Interior Design & Space Planning

Kimley»Horn
Expect More. Experience Better.

AES
ATLANTIC ENGINEERING
SERVICES

TLC
ENGINEERING
FOR ARCHITECTURE

RTA
CONSULTING, INC.

BRASFIELD & GORRIE
GENERAL CONTRACTORS

Chase Properties, Inc.

PALM COVE MARINA | JACKSONVILLE, FL

SAN MARCO PLACE CONDOMINIUMS | JACKSONVILLE, FL

PARKLAND PRESERVE | JACKSONVILLE, FL

DEERWOOD LAKE | JACKSONVILLE, FL

CHASE

PROPERTIES

Parkway Property Investments, LLC


TEMPE GATEWAY | TEMPE, AZ


NASCAR | CHARLOTTE, NC


HAYDEN FERRY | TEMPE, AZ


CITYWESTPLACE | HOUSTON, TX


INTERNATIONAL PLAZA IV | TAMPA, FL


HAYDEN FERRY LAKESIDE I AND II | TEMPE, AZ


245 RIVERSIDE| JACKSONVILLE, FL

PARKWAY

Project Team Experience

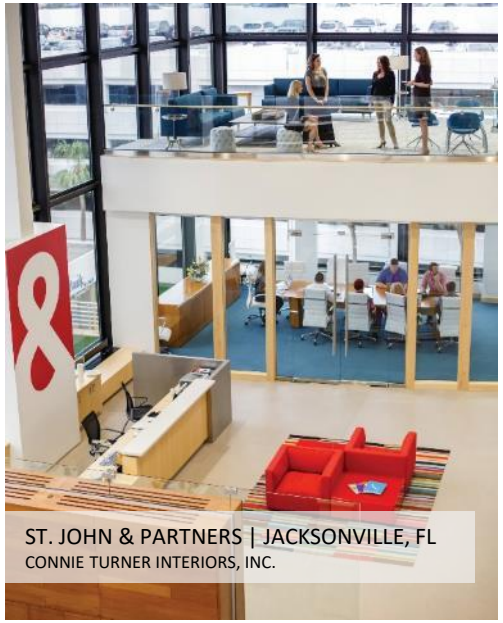
DARDEN HEADQUARTERS | ORLANDO, FL
TLC ENGINEERING

ORLANDO UTILITIES COMMISSION HQ | ORLANDO, FL
TLC ENGINEERING

AMERICAN EXPRESS HQ | SUNRISE, FL
TLC ENGINEERING

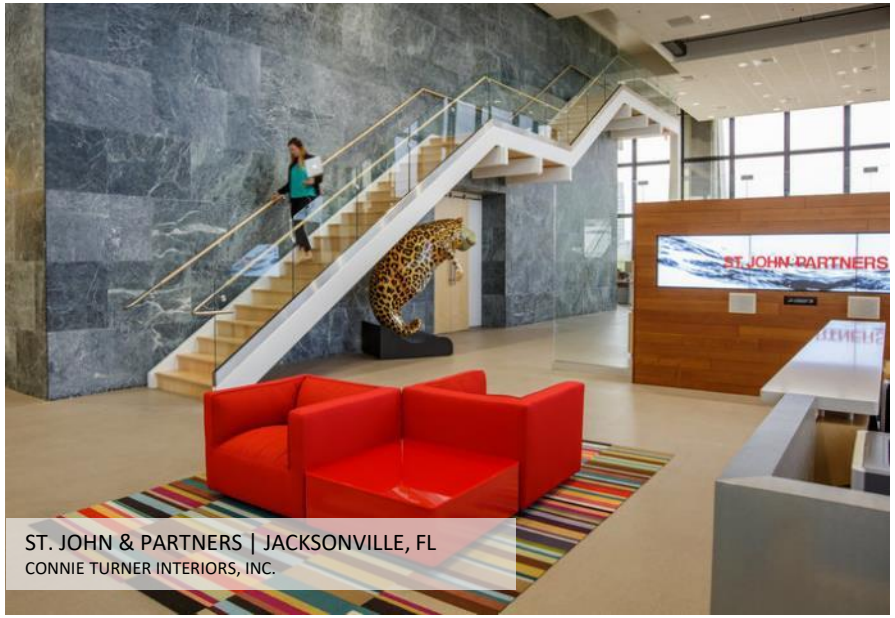
DUVAL COUNTY COURTHOUSE | JACKSONVILLE, FL
TLC ENGINEERING

ORLANDO POLICE HEADQUARTERS | ORLANDO, FL
TLC ENGINEERING



ST. JOHN & PARTNERS | JACKSONVILLE, FL
CONNIE TURNER INTERIORS, INC.

Project Team Experience



ST. JOHN & PARTNERS | JACKSONVILLE, FL
CONNIE TURNER INTERIORS, INC.

82nd AIRBORNE DIVISION HQ| FT. BRAGG, NC
ATLANTIC ENGINEERING SERVICES

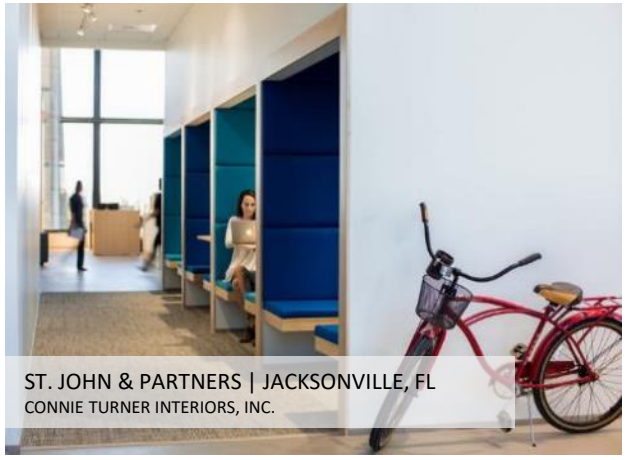
RANGE RESOURCES HQ | PITTSBURGH, PA
ATLANTIC ENGINEERING SERVICES

GE GLOBAL OPERATIONS| CINCINNATI, OH
BRASFIELD & GORRIE

ALCOA HQ | PITTSBURGH, PA
ATLANTIC ENGINEERING SERVICES

BUTLER PLAZA OFFICE COMPLEX
ATLANTIC ENGINEERING SERVICES

ST. JOHN & PARTNERS | JACKSONVILLE, FL
CONNIE TURNER INTERIORS, INC.



ST. JOHN & PARTNERS | JACKSONVILLE, FL
CONNIE TURNER INTERIORS, INC.

BNY MELLON CLIENT SERVICE CENTER | PITTSBURGH, PA
ATLANTIC ENGINEERING SERVICES

DICK'S SPORTING GOODS HQ | PITTSBURGH, PA
ATLANTIC ENGINEERING SERVICES

Project Team Experience

ONE GREENVILLE | GREENVILLE, SC
BRASFIELD & GORRIE

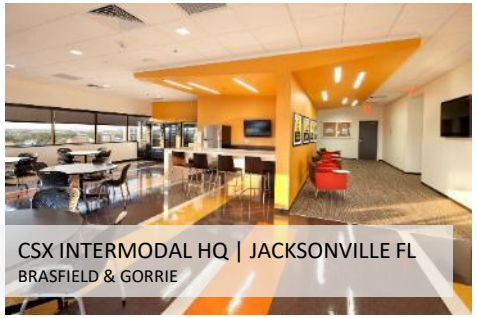
METLIFE | RALEIGH, NC
BRASFIELD & GORRIE

AVAILITY | JACKSONVILLE, FL
BRASFIELD & GORRIE | ELM | ROLLAND DELVALLE & BRADLEY | CONNIE TURNER INTERIORS

ADVENTIST HEALTH SYSTEM HQ | ORLANDO, FL
BRASFIELD & GORRIE

COMCAST | ATLANTA, GA
BRASFIELD & GORRIE

BRIDGESTONE TOWER | NASHVILLE TN
BRASFIELD & GORRIE



CSX INTERMODAL HQ | JACKSONVILLE FL
BRASFIELD & GORRIE

Project Team Experience

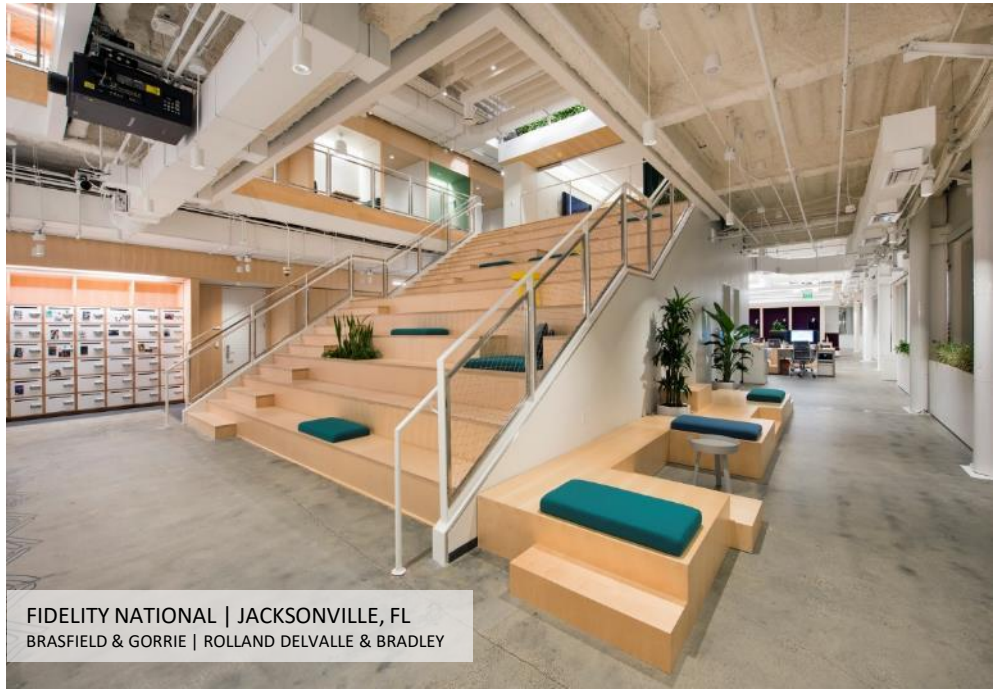
AVAILITY | JACKSONVILLE, FL
BRASFIELD & GORRIE | CONNIE TURNER INTERIORS | ROLLAND DELVALLE & BRADLEY | ELM

TRT HOLDINGS | DALLAS, TX
BRASFIELD & GORRIE

MYLAN HQ | CANONSBURG, PA
ATLANTIC ENGINEERING SERVICES

AVIDXCHANGE | CHARLOTTE, NC
BRASFIELD & GORRIE

GENUINE PARTS HQ | ATLANTA, GA
BRASFIELD & GORRIE



FIDELITY NATIONAL | JACKSONVILLE, FL
BRASFIELD & GORRIE | ROLLAND DELVALLE & BRADLEY

Project Team Experience

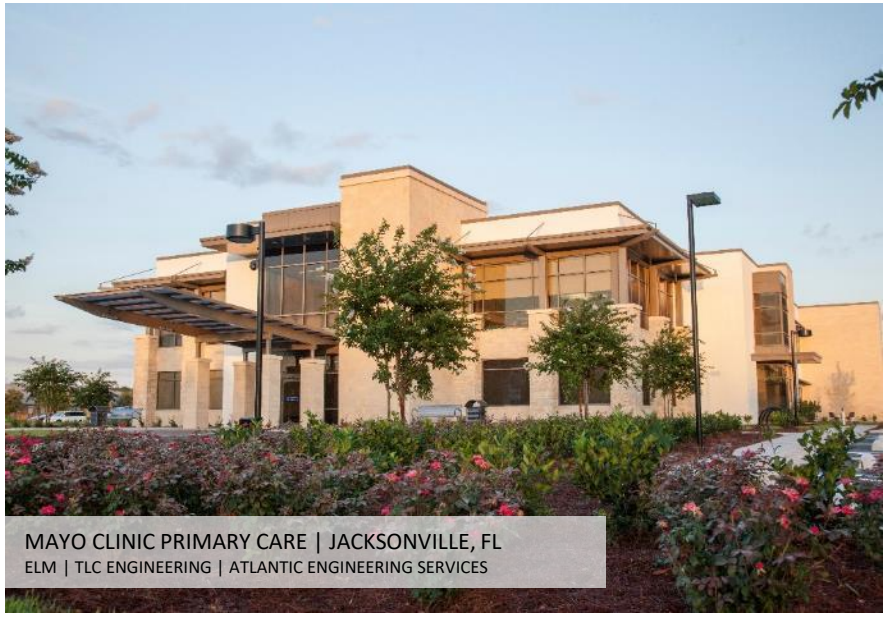
AVAILITY | JACKSONVILLE, FL
BRASFIELD & GORRIE | ROLLAND DELVALLE & BRADLEY | CONNIE TURNER INTERIORS | ELM

FIDELITY NATIONAL | JACKSONVILLE, FL
BRASFIELD & GORRIE | ROLLAND DELVALLE & BRADLEY

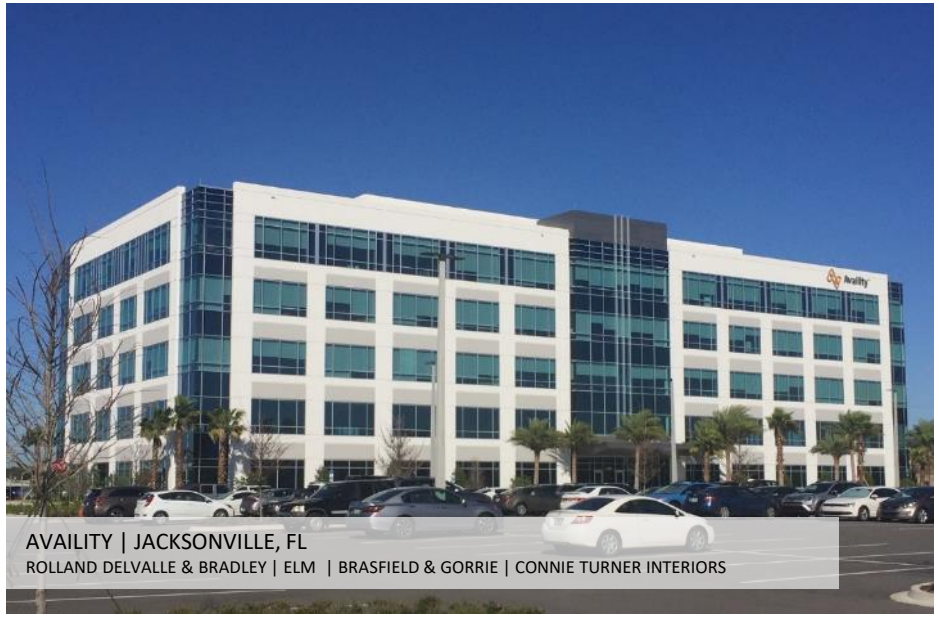
AVAILITY | JACKSONVILLE, FL
CONNIE TURNER | BRASFIELD & GORRIE | ROLLAND DELVALLE & BRADLEY | ELM

WEB.COM HQ | JACKSONVILLE, FL
ELM | ROLLAND DELVALLE & BRADLEY | BRASFIELD & GORRIE | CONNIE TURNER INTERIORS

DEPARTMENT OF REVENUE | JACKSONVILLE, FL
ROLLAND DELVALLE & BRADLEY

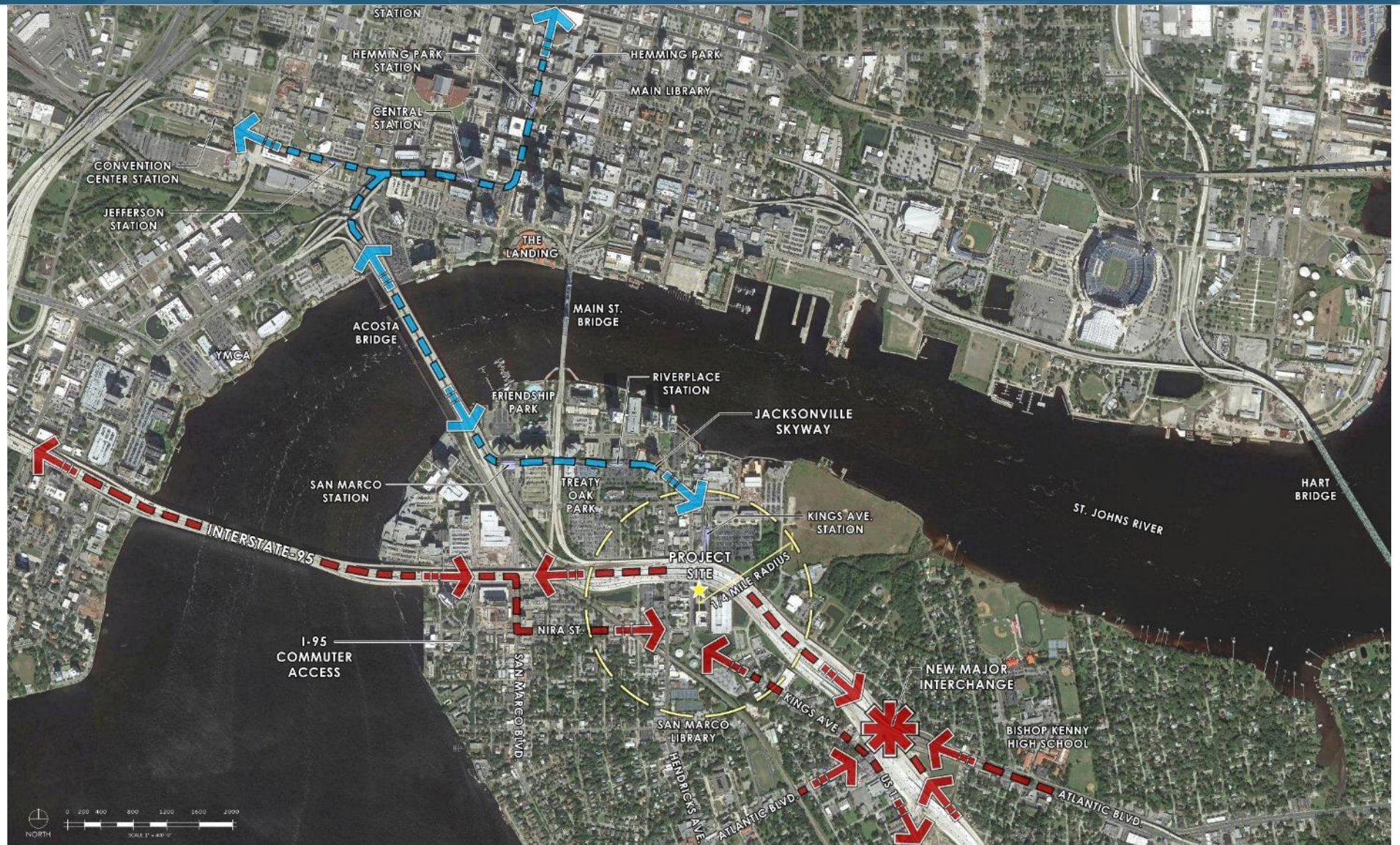


MAYO CLINIC PRIMARY CARE | JACKSONVILLE, FL
ELM | TLC ENGINEERING | ATLANTIC ENGINEERING SERVICES

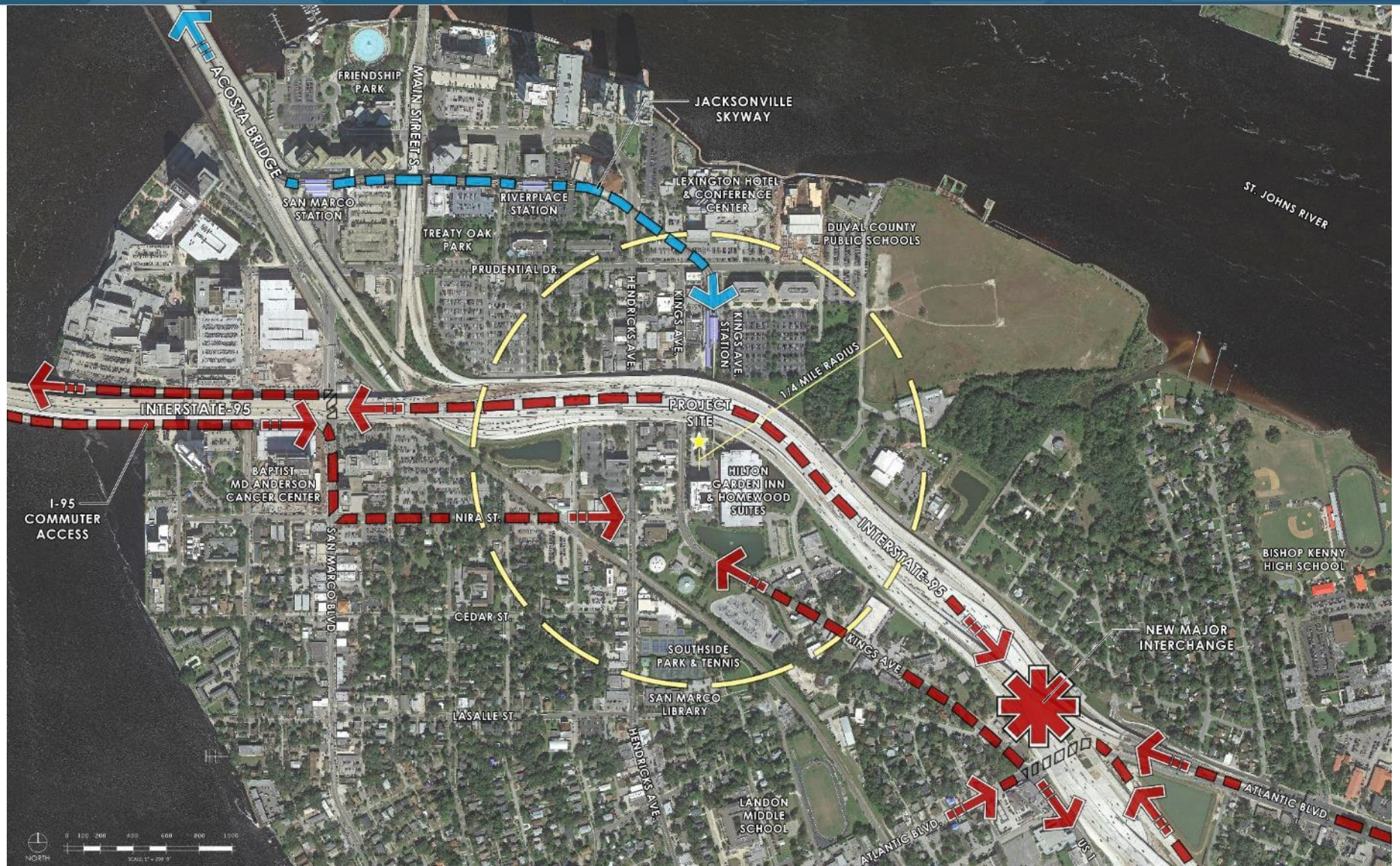


AVAILITY | JACKSONVILLE, FL
ROLLAND DELVALLE & BRADLEY | ELM | BRASFIELD & GORRIE | CONNIE TURNER INTERIORS

Site Benefits



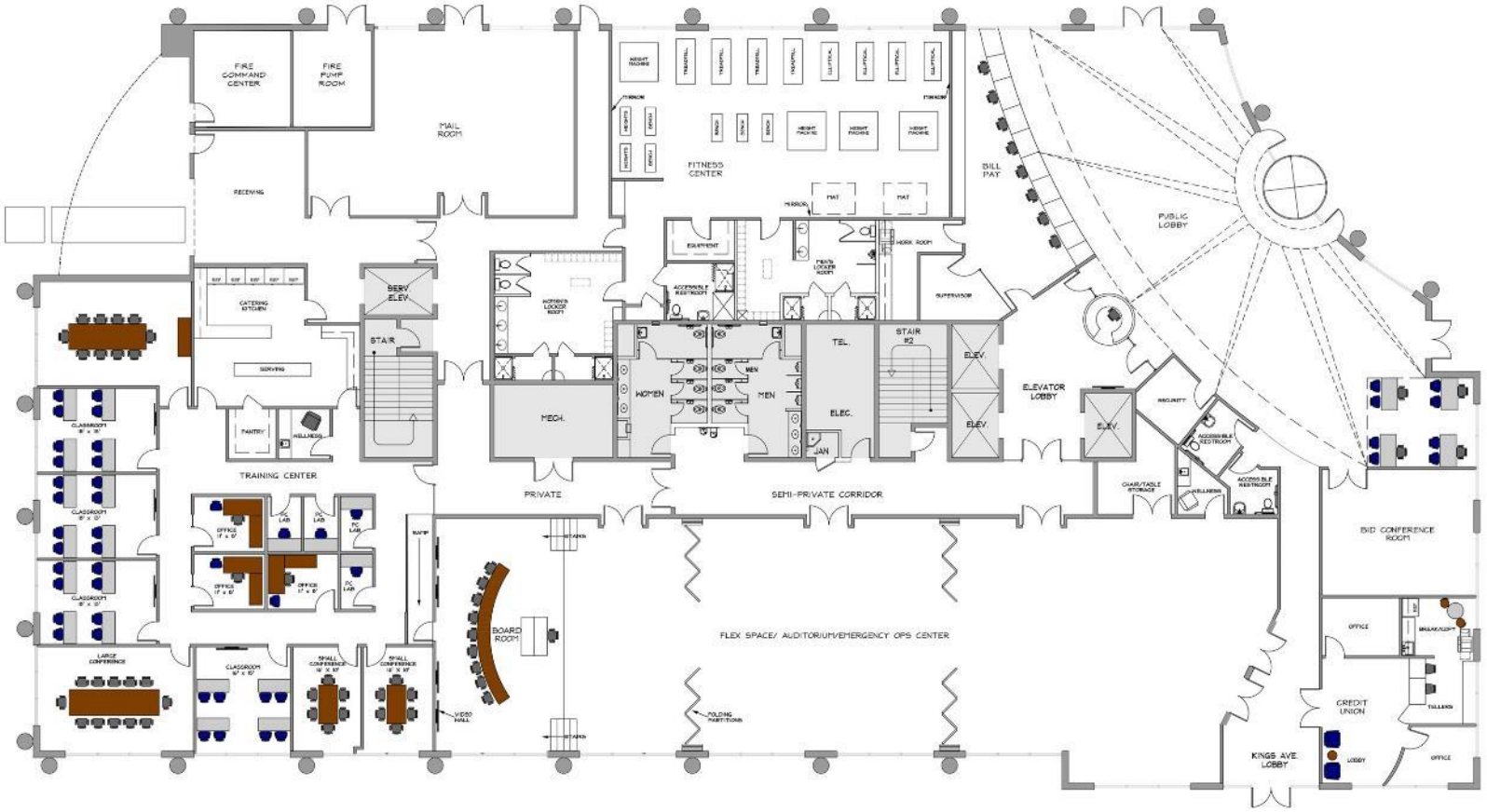
Site Benefits



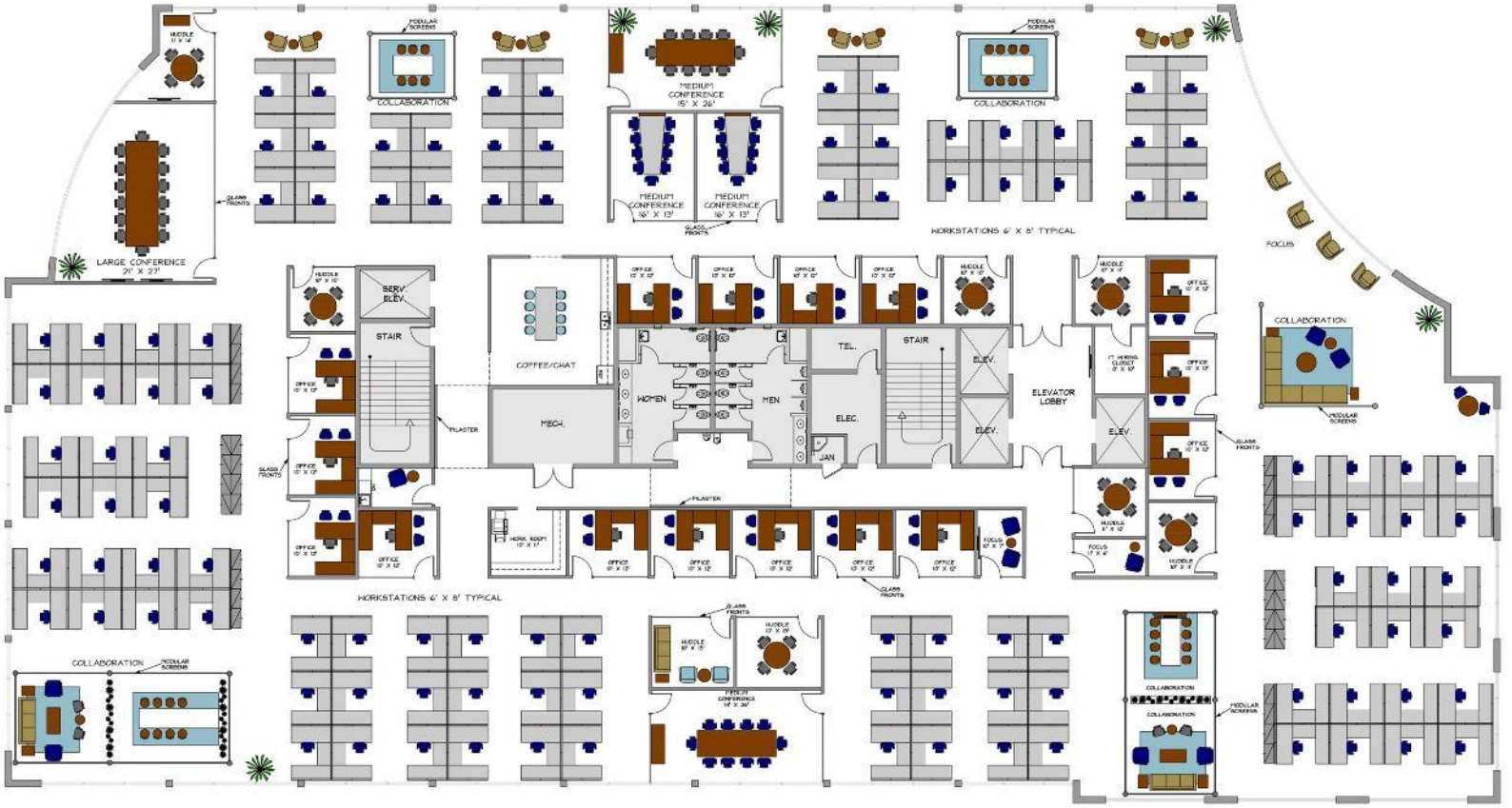
Site Plan


EXISTING BRIDGE to SKYWAY STATION
INTERSTATE 95 OVERPASS
EXISTING DRIVEWAY
EMERGENCY GENERATORS
KINGS AVENUE
POTENTIAL PARKING IMPROVEMENTS BENEATH I-95
JEA
JEA 8 STORY CORPORATE HEADQUARTERS
NEW PEDESTRIAN BRIDGE to GARAGE
AUTOCOURT ARRIVAL PLAZA
TENANT SIGN
PROPOSED NEW GATED GARAGE ACCESS (JEA)
DIRECTIONAL SIGN
EXISTING ELEVATOR/STAIR
EXISTING KINGS AVE. PARKING GARAGE
EXISTING HILTON GARDEN INN & HOMEWOOD SUITES
POTENTIAL FUTURE OFFICE BUILDING
PROPOSED NEW SOLAR PANELS on PARKING GARAGE
DIRECTIONAL SIGN
EXISTING GARAGE ENTRY
POTENTIALLY REALIGN and IMPROVE MONTANA STREET ACCOMMODATES SITE IMPROVEMENTS and "GATEWAY" TO THE DISTRICT
EXISTING MAJOR SITE ENTRY
MONUMENT SIGN
POTENTIAL MAIN ENTRY and ARRIVAL COURT
POTENTIAL FUTURE DEVELOPMENT
POTENTIAL FUTURE OFFICE BUILDING
MONTANA ST.
POTENTIAL VEHICULAR CONNECTION THROUGH PEDESTRIAN PLAZA for HIGH CAPACITY and VERSATILE GATHERING SPACE
ORIGINAL MANNING STREET RIGHT OF WAY
EXISTING MONTANA STREET RIGHT OF WAY
CORRIDOR RESERVED for FUTURE SKYWAY EXTENTION
KINGS AVENUE
POTENTIAL FUTURE FOREGROUND ENTRY & ARRIVAL PLAZA: QUALITY CIVIC SPACE WITH FOUNTAINS, TREES, AND SEATING
POTENTIAL FUTURE KINGS AVENUE DEVELOPMENT

Conceptual First Floor



Conceptual Typical Floor Plan



Rendering—Northwest Corner

Rendering—Southwest Corner

Rendering—Southeast Corner

Rendering—Northeast Corner

Kings Avenue Station Advantages

EXISTING 1650-SPACE PARKING GARAGE ON SITE

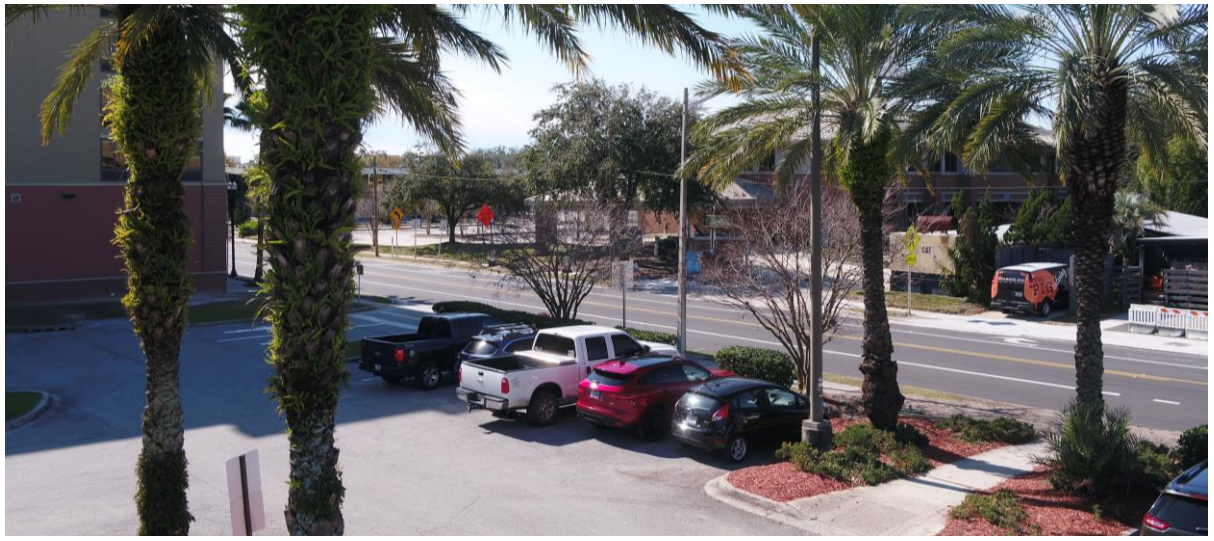
COST AND TIME SAVINGS

Kings Avenue Station Advantages

PAD-READY SITE

LET'S  GO!

OVERSIZED INFRASTRUCTURE ALREADY IN PLACE

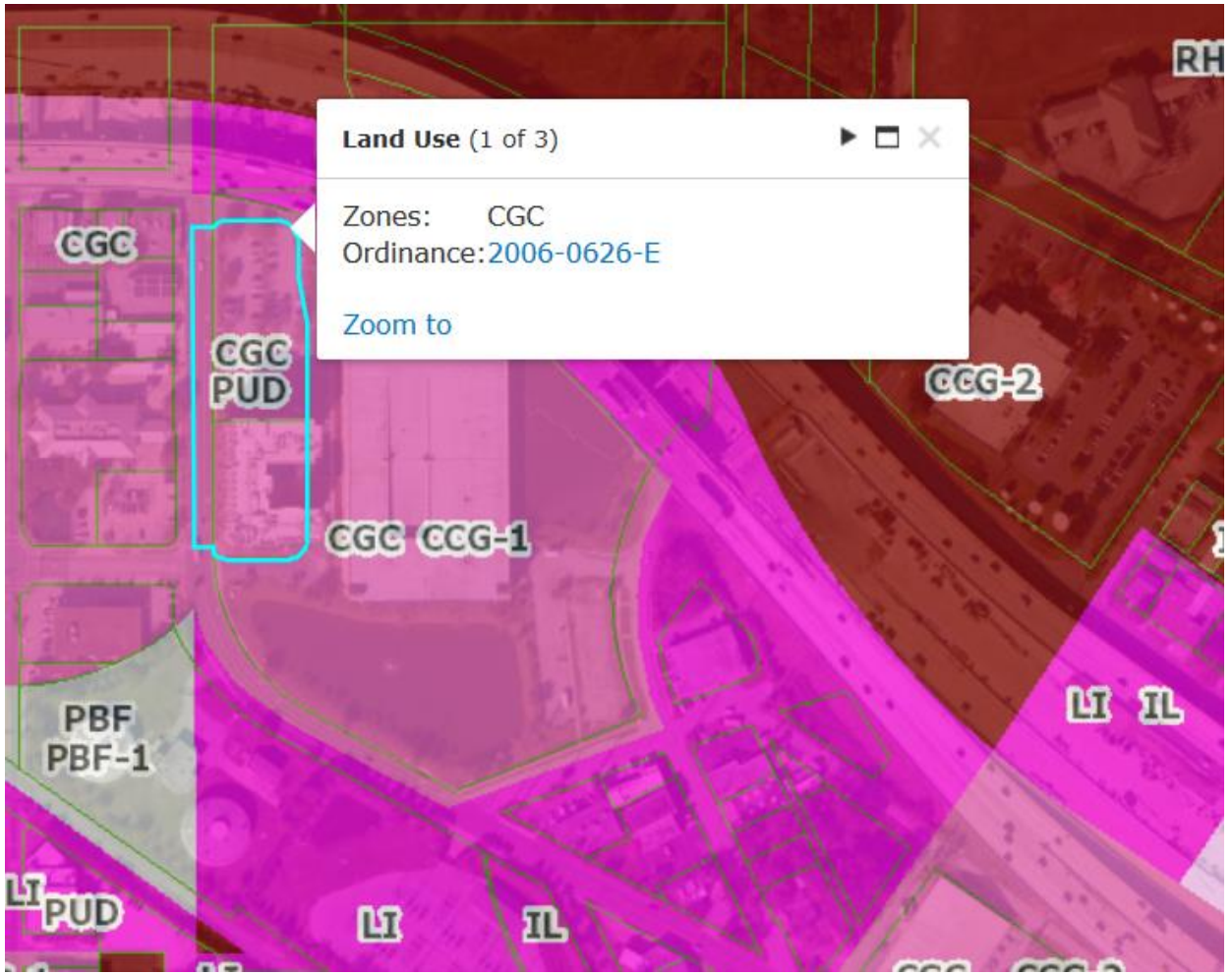


Kings Avenue Station Advantages

LAND USE & ZONING IN PLACE

NO LENGTHY REGULATORY PROCESS NEEDED FOR A NEW LAND USE AND PROPERTY ZONING APPROVAL

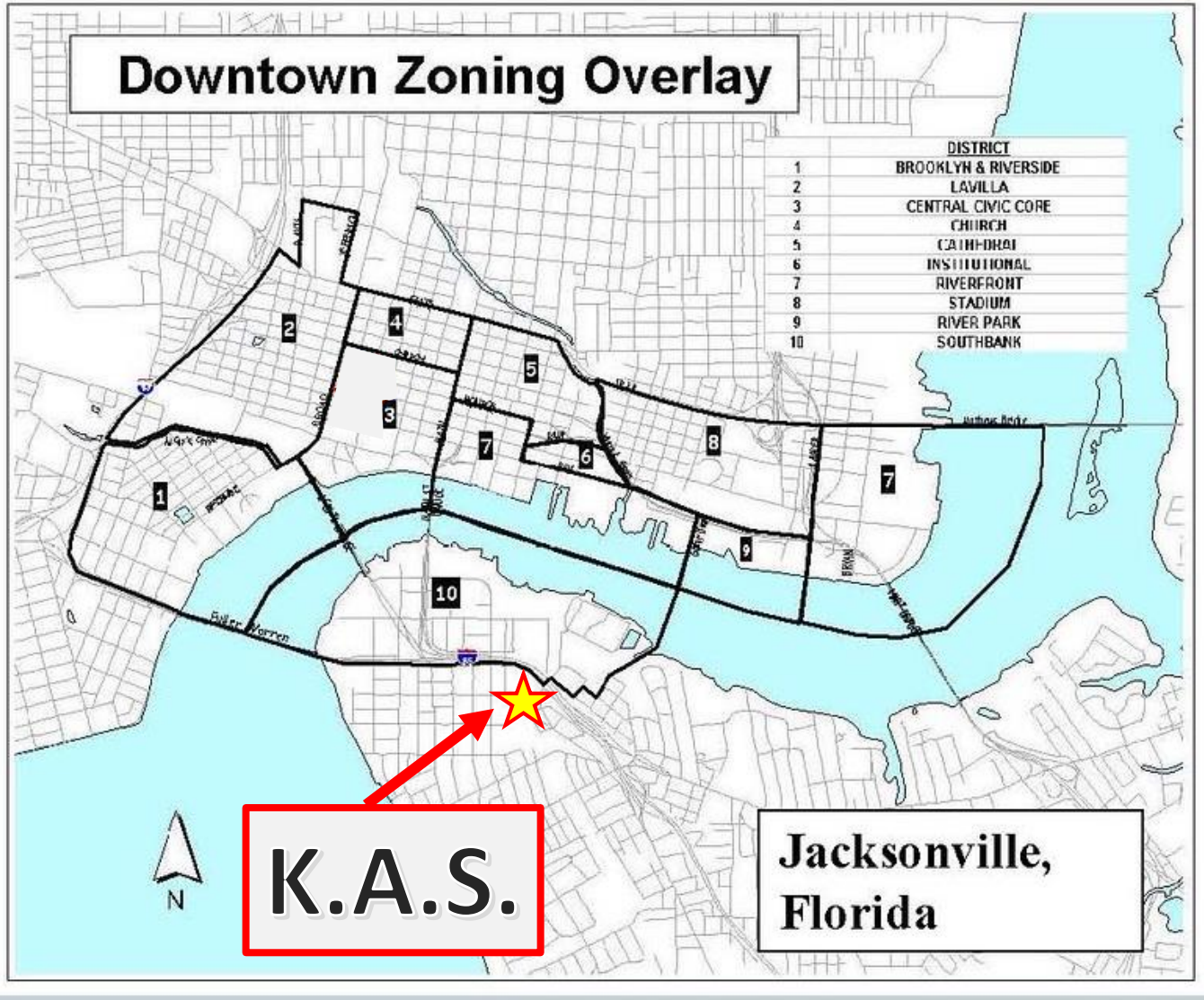
COMMERCIAL OFFICE: PRE-APPROVED



Kings Avenue Station Advantages

NO D.D.R.B. APPROVAL NECESSARY

NO POTENTIAL LAG DUE TO DOWNTOWN DEVELOPMENT REVIEW BOARD EVALUATIONS



Kings Avenue Station Advantages

HOME TO JACKSONVILLE'S *FIRST* TRANSIT-ORIENTED-DEVELOPMENT

OUR PROJECT TEAM COLLABORATED WITH COJ & JTA TO CREATE THE CITY'S *FIRST* T.O.D.

- BUS-RAPID-TRANSIT
- SKYWAY
- AIRPORT SHUTTLE
- RETAIL/RIVERWALK PUBLIC PARKING
- PRIVATE TWIN FLAG HOTEL

Kings Avenue Station Advantages

KINGS AVENUE STATION REQUIRES *NO* ENVIRONMENTAL REDEMEDIATION

Kings Avenue Station Advantages

- ✓ VISIBILITY
- ✓ ACCESS
- ✓ SIGNAGE

Kings Avenue Station Advantages

Hilton Garden Inn

HOMEWOOD SUITES Hilton

TWIN FLAG HILTON HOTEL ON SITE FOR OUT OF TOWN VISITORS OR EMERGENCIES

Kings Avenue Station Advantages

ONLY APPLICANT PRESENTLY IN CONTROL OF THEIR PROJECT SITE

NO TIME NEEDED TO NEGOTIATE THE RIGHTS OF PROJECT LOCATION

Kings Avenue Station Advantages

PALM COVE MARINA | JACKSONVILLE, FL

CHASE

PROPERTIES

DEVELOPING OVER 25 YEARS IN JACKSONVILLE

SAN MARCO PLACE CONDOMINIUMS | JACKSONVILLE, FL

DEERWOOD LAKE | JACKSONVILLE, FL

Kings Avenue Station Advantages

	KINGS AVENUE STATION	"LOT J"	"BLOCK 48"
PAD-READY SITE WITH INFRASTRUCTURE IN PLACE	✓	❑	❑
LAND USE AND ZONING IN PLACE	✓	❑	❑
DOES NOT REQUIRE DDRB APPROVAL	✓	❑	❑
25+ YEARS OF AWARD-WINNING DEVELOPMENT IN JACKSONVILLE, FL	✓	❑	❑
EXISTING TRANSIT-ORIENTED-DEVELOPMENT (BRT/AIRPORT/SKYWAY)	✓	❑	❑
NO ENVIRONMENTAL REMIDIATION NECESSARY	✓	❑	❑
EXISTING 1650-SPACE PARKING GARAGE IN PLACE	✓	❑	❑
EXCELLENT VISIBILITY *AND* ACCESS ALONG I-95	✓	❑	❑
ADJACENT HOTEL ON SITE (HILTON/HOMEWOOD SUITES)	✓	❑	❑
PRESENTLY THE ONLY APPLICANT WITH FULL CONTROL OVER SITE	✓	❑	❑

Thank You