

Board of Directors Meeting

December 06, 2021 09:00 AM



Agenda Topic

Presenter

Agenda

- | | | |
|------|--|----------------------|
| I. | Pledge of Allegiance/Moment of Silence | Ed Fleming |
| II. | Approval of Minutes - Board of Directors Meeting - October 25, 2021 | Chair Wendy Hamilton |
| III. | Public Comments | |
| IV. | Presentations | |
| | Recognition of Past Chairman Jamie Shelton | Chair Wendy Hamilton |
| V. | New Business | |
| | BD2021-12-01 - City of Jacksonville Big Fishweir Creek Dredging Project Extend Temporary Work Area Agreement | Fred Wong |
| | BD2021-12-02 - FDOT Grant Agreement FSTED Funds | James Bennett |
| | AC2021-11-30-01 - TMT Warehouse No. 1 Re-Roof-Register Roofing & Sheet Metal, Inc. | James Bennett |
| | AC2021-11-30-02 - Bartram Island DMMA Cell "C" Restoration and Capacity Improvement-Brance Diversified, Inc. | James Bennett |
| | AC2021-11-30-03 - Upland DMMA - Buck Island Cell B - Phase 2 - Capacity Creation-Brance Diversified, Inc. | James Bennett |
| VI. | CEO Update | Eric Green |
| VII. | Reports | |
| | R2021-12-01 Engineering and Construction Update | James Bennett |
| | R2021-12-02 Financial Highlights by Beth McCague | Info Only |
| | R2021-12-03 Strategic Master Plan Update | Beth McCague |
| | R2021-12-04 Financials/Vital Statistics | Mike McClung |
| | R2021-12-05 Commercial Highlights | Robert Peek |

VIII. Other Business

Chair Wendy
Hamilton

Approval of Travel - Chair Wendy Hamilton recommends approval of travel by one or more Board Members of the Authority for business solicitation purposes or to attend any necessary conferences during the month of February 2022.

IX. Miscellaneous

A. Award Committee Meeting Minutes - November 30, 2021

B. Emergency Purchases

Removal of shore power plugs at 4840-shore power pit and replacement with direct burial and waterproof connections.
Company: Miller Electric
Cost: \$10,500.00 (NTE)

C. Unbudgeted Transactions - None

X. Adjourn

Chair Wendy
Hamilton

The next Board of Directors Meeting will be held on
Monday, January 24, 2022.



Minutes for Board of Directors Meeting

10/25/2021 | 09:00 AM - 09:41 AM - Eastern Time (US and Canada)

2831 Talleyrand Avenue, Jacksonville, FL 32206

Board Members Attending:

Ms. Wendy Hamilton, Chairwoman
Mr. Palmer Clarkson, Vice Chairman
Mr. Daniel Bean, Treasurer
Mr. Brad Talbert, Secretary
Dr. John Allen Newman, Member
Mr. Ed Fleming, Member (via GoTo)

Absent: Mr. Jamie Shelton, Chairman

Other Attendees:

Mr. Eric Green, Chief Executive Officer
Mr. Fred Wong, Chief Operating Officer
Ms. Beth McCague, Chief Financial Officer
Ms. Linda Williams, Chief, Adm. & Corporate Performance
Mr. Nick Primrose, Chief, Regulatory Compliance
Mr. James Bennett, Sr. Director, Engineering & Construction
Mr. Robert Peek, Director & GM, Business Development
Mr. Mike McClung, Director of Finance
Mr. Ron Salem, City Council Liaison
Mr. David Migut, Office of General Counsel
Ms. Rebecca Dicks, Board Liaison

Agenda

A meeting of the Jacksonville Port Authority Board of Directors was held on Monday, October 25, 2021 at the Port Central Office Building, 2831 Talleyrand Avenue, Jacksonville, Florida. Chairwoman Wendy Hamilton called the meeting to order at 9:00 a.m. and welcomed all attendees. Chairwoman Hamilton stated for the record that Board Member Jamie Shelton was unable to attend this meeting today and that Board Member Ed Fleming would be attending virtually.

Pledge of Allegiance/Moment of Silence

Board Member Daniel Bean led the audience in the Pledge of Allegiance and a moment of silence.

Approval of Minutes - Board of Directors Meeting - September 27, 2021

Chairwoman Hamilton called for approval of the September 27, 2021 Board of Directors Meeting Minutes. After a motion by Mr. Talbert and a second by Mr. Bean, the Board unanimously approved the minutes as submitted.

Public Comments

Chairwoman Hamilton called for comments from the public. There being none, she moved on to Presentations.

Presentations

Chairwoman Hamilton recognized outgoing Board Member Dr. John Newman who served on the JAXPORT Board of Directors since 2012 and thanked him for his leadership and service.

New Business

BD2021-10-01 - ARPA Grant from City of Jacksonville

Ms. Beth McCague presented this submission for Board approval of the City of Jacksonville American Rescue Plan Act Grant Agreement awarded to JAXPORT in the amount of \$4,000,000 to assist in recovery from the negative economic impacts of the COVID-19 public health emergency.

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

BD2021-10-02 - Sovereign Submerged Land Lease Renewal

Mr. Fred Wong presented this submission for the Board to approve the lease renewal of an agreement entered into with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida in 2001 to construct and operate a one-slip docking facility exclusively to be used for the mooring of one bulk material vessel. This lease has been renewed every five (5) years for continued operation on the same terms and conditions as the original lease.

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

CEO Update

Mr. Green informed the Board that First Coast Manufacturers Association recognized JAXPORT with a Logistics Excellence Award during its 2021 Excellence in Manufacturing Awards Program. The award

recognizes JAXPORT's logistic capabilities as a primary driver for growth. He thanked Nick Primrose for attending and accepting the award on behalf of JAXPORT.

Mr. Green stated that a new European service will start calling on JAXPORT in mid-November. This will be the first European service to call on JAXPORT in many years. The ports of call will be Antwerp, Belgium; Hamburg, Germany; London; Charleston; Jacksonville; and Norfolk. The service call will last for at least eight weeks and bring an estimated 1,000 additional TEUs (containers) a week through JAXPORT.

Mr. Green gave kudos to the JAXPORT team for a great year. He announced that JAXPORT closed the 2021 fiscal year by achieving a new container volume record as more than 1.4 million standard containers were moved through JAXPORT. He stated this was a remarkable feat during a pandemic.

Mr. Green informed the Board that the target date for the return of Carnival cruise trips from Jacksonville is March 2022.

Mr. Green congratulated Board Member Brad Talbert for being selected as the 2023 Chair for the JAX Chamber Board of Directors.

Mr. Green gave an update on the harbor deepening project. He stated that it was slated to be complete by December of 2022. According to the latest update he received last Friday, it shows the dredging is six months ahead of the revised schedule and we are looking for a projected completion date of next June.

Mr. Green finished his report by informing the Board that his goal is to roll out a major project over the next 120 days. At this time, the port is negotiating with three separate companies ranging in scope from \$30 million dollars up to \$100 million dollars. If these negotiations continue to be positive, the progress will be transformational. He will be reaching out the Board of Directors for discussion.

Reports

R2021-10-01 Engineering and Construction Update

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

R2021-10-02 Financial Highlights by Beth McCague

Ms. Beth McCague provided Financial Highlights to the Board in their books for the month of September 2021.

R2021-10-03 Financials/Vital Statistics

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

R2021-10-04 Commercial Highlights

Mr. Robert Peek provided updated commercial highlights to the Board for the month of October 2021.

Other Business

After a motion by Mr. Talbert and a second by Mr. Clarkson, the Board unanimously approved travel by one or more Board Members of the Authority for business solicitation purposes or to attend any necessary conferences and/or meetings during the months of December 2021/January 2022.

Miscellaneous

There were no emergency purchases or unbudgeted transactions.

Adjourn

There being no further business of the Board, the meeting adjourned at 9:41 a.m.

BD2021-12-01



SUBMISSION FOR BOARD APPROVAL

**SUBJECT: CITY OF JACKSONVILLE BIG FISHWEIR CREEK DREDGING PROJECT
FIRST AMENDMENT TO TEMPORARY WORK AREA EASEMENT**

COST: \$0.00

BUDGETED: N/A

SOURCE OF FUNDS: N/A

BACKGROUND: The USACE will be performing maintenance dredging on behalf of the City of Jacksonville for the Big Fishweir Creek project. In order to allow the contractor to access the DMMA at Bartram Island and to place the dredged material in Cell B-1, a temporary work area easement to the City of Jacksonville is required. The approval is specific to *“the right to deposit fill, spoil and waste materials thereon, move, store and remove equipment and supplies, and to perform any other work necessary and incident to the Project”*.

In December 2020, the JAXPORT Board of Directors approved the execution of a “Temporary Work Area Easement” that allowed 18 months for the work to be completed.

Due to budgetary constraints, the work was not performed. Additional time until December 31, 2023 is being requested to complete the work.

The work activities requiring the Temporary Work Area Easement is not anticipated to have any impacts to JAXPORT’s operations.

RECOMMENDATION: It is recommended that the Jacksonville Port Authority Board of Directors approve the Agreement to extend the date of the Temporary Work Area Easement to the City of Jacksonville.

ATTACHMENTS:

- First Amendment to Temporary Work Area Easement (to be executed)
- Temporary Work Area Easement (previously executed)

BD2021-12-01



**SUBMISSION
FOR
BOARD APPROVAL**

RECOMMENDED FOR APPROVAL:

Signature: Frederick P. Wong Jr.
Frederick P. Wong Jr. (Dec 1, 2021 12:01 EST)

Email: fred.wong@jaxport.com

Frederick P. Wong Jr.
Chief Operating Officer

Date

SUBMITTED FOR APPROVAL:

Signature: Eric B. Green
Eric B. Green (Dec 1, 2021 14:28 EST)

Email: eric.green@jaxport.com

Eric Green
Chief Executive Officer

Date

BOARD APPROVAL:

Rebecca Dicks/Recording Secretary

Meeting Date

ATTEST:

Daniel K. Bean, Treasurer on behalf of
Bradley S. Talbert, Secretary

Wendy O. Hamilton, Chair

Project: BIG FISHWEIR CREEK RESTORATION (2020-39)
Parcel: Bartram Island
RE #: 092939-0200

FIRST AMENDMENT TO TEMPORARY WORK AREA EASEMENT

This First Amendment to Temporary Work Area Easement made this _____ day of _____, 2021, by the JACKSONVILLE PORT AUTHORITY (“JPA”), a body politic and corporate, created and existing under Chapter 2004-465, Laws of Florida, as amended, hereinafter referred to as the “Grantor,” whose mailing address is 2831 Talleyrand Avenue, Jacksonville, Florida 32206, to the CITY OF JACKSONVILLE, a Municipal Corporation, hereinafter referred to as “Grantee” or “Project Sponsor,” whose mailing address is 117 West Duval Street, Jacksonville, Florida 32202,

RECITALS:

A. Pursuant to the Big Fishweir Creek Final Integrated Project Report and Environmental Assessment, dated January 2012, approved by the Division Commander for the South Atlantic Division on February 19, 2012, Project Sponsor and the United States of America have authorized the dredging of portions of Big Fishweir Creek in connection with the Big Fishweir Creek, Duval County, Florida Aquatic Ecosystem Restoration Project (the “Project”).

B. Pursuant to that certain “Dredge and Dredge Materials Disposal License Agreement for Bartram Island and Buck Island” between Grantor and Project Sponsor dated February 8th, 2019, Project Sponsor was granted a license to deposit dirt, silt, sands or rock from water dredging activity on portions of Bartram Island Cell B-1, as such land is more particularly described on “Exhibit “A” . Cell B-1 of Bartram Island is referred to herein as the “Easement Premises” and a map depicting Cell B-1 is attached hereto as **Exhibit “B.”**

C. Grantor and Project Sponsor entered into a Temporary Work Easement on December 7, 2020 (the “Easement”) authorizing Project Sponsor to utilize the Easement Premises as a work area for the Project relating to the deposit of materials dredged in connection with the Project for a period not to exceed (18) months.

D. Grantor and Project Sponsor now desire to amend the Easement by extending the term of the Easement through December 31, 2023.

NOW THEREFORE, Grantor, for and in consideration of Ten and No/100 Dollars (\$10.00), receipt of which is hereby acknowledged, the parties agree as follows:

1. **Grant of Easement.** Grantor hereby gives, grants, bargains and releases unto Project Sponsor, a temporary easement and right-of-way in, on, over and across the Easement Premises for a term to begin on the date possession of the Easement Premises is granted to the Project Sponsor and lasting through December 31, 2023, for use by the United States, its representatives, agents and contractors as a work area, including the right to deposit fill, spoil and waste materials thereon, move, store and remove equipment and supplies, and to perform any other work necessary and incident to the Project; reserving, however, to the Grantor all such rights and privileges as may be used without interfering with or abridging the rights and easements hereby acquired; subject however to existing easements for public roads and highways, public utilities, railroads and pipelines.
2. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and understanding between Grantor and Project Sponsor relating to the subject matter hereof, and may not be amended, except by instrument in writing executed by Project Sponsor and Grantor, or the assigns of Project Sponsor.
3. **Counterparts.** The parties may execute this Agreement individually or in combination in one or more counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument.
4. **Notice.** All notices shall be in writing and shall be deemed to have been properly given (i) when delivered in person, (ii) when deposited in the United States Mail, with adequate postage, and sent by registered or certified mail with return receipt requested, to the appropriate

party at the address set out above, or (iii) when deposited with any nationally recognized overnight delivery service for next business day delivery, addressed to the appropriate party. Notices shall be deemed given when received, except that if delivery is not accepted, notice shall be deemed given on the date of such non-acceptance or attempted delivery.

IN WITNESS WHEREOF, the said Grantor has signed this day and year first above written.

Signed and witnessed in the presence of:
(Sign) _____

(Print) _____

(Sign) _____

(Print) _____

GRANTOR:
Jacksonville Port Authority

By: _____
Its: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of _____, 2021, by _____, as _____ of Jacksonville Port Authority, who is personally known to me or produced _____ as identification.

Notary Public: _____

Print Name: _____

My Commission Expires: _____

{affix notary stamp/seal}

Exhibit "A"
(the "Easement Premises")

A part of those undesignated lands lying within the St. Johns River and being a part of Township 1 South, Range 27 East, and Range 28 East, Duval County, Florida, being more particularly described as follows: for a point of reference, commence at a Bronze Disk set in a concrete monument, Stamped U. S. Corps of Engineers, St. Jo No. 59, having Florida East Zone State Plane Coordinates of Y=2,207,616.20 and X=314,644.59 as determined by the 1979 adjusted datum: thence South 85°35'52" West a distance of 2166.00 feet; thence South 68°43'48" West a distance of 1947.08 feet to the Point of Beginning; thence South 31°27'02" East, a distance of 3500.00 feet; thence North 77°51'56" East, a distance of 2244.77 feet; thence South 76°58'00" East, a distance of 1053.00 feet; thence South 43°15'50" East, a distance of 8660.00 feet; thence South 66°37'38" East, a distance of 1480.00 feet; thence North 89°59'18" East, a distance of 6294.97 feet; thence North 34°28'00" East, a distance of 1670.00 feet; thence North 45°48'00" West, a distance of 2080.00 feet; thence South 86°20'00" West, a distance of 5500.00 feet; thence North 43°33'00" West, a distance of 11,020.00 feet; thence North 52°47'37" West, a distance of 1382.42 feet; thence North 81°36'22" West, a distance of 2513.12 feet; thence South 35°05'28" West, a distance of 2470.78 feet to the Point of Beginning. Containing 1423.8 acres, more or less.

Exhibit "B"
(the "Easement Premises")



Project: BIG FISHWEIR CREEK RESTORATION (2020-39)
Parcel: Bartram Island
RE #: 092939-0200

TEMPORARY WORK AREA EASEMENT

This Temporary Work Area Easement made this 17th day of December, 2020, by the JACKSONVILLE PORT AUTHORITY ("JPA"), a body politic and corporate, created and existing under Chapter 2004-465, Laws of Florida, as amended, hereinafter referred to as the "Grantor," whose mailing address is 2831 Talleyrand Avenue, Jacksonville, Florida 32206, to the CITY OF JACKSONVILLE, a Municipal Corporation, hereinafter referred to as "Grantee" or "Project Sponsor," whose mailing address is 117 West Duval Street, Jacksonville, Florida 32202,

RECITALS:

A. Pursuant to the Big Fishweir Creek Final Integrated Project Report and Environmental Assessment, dated January 2012, approved by the Division Commander for the South Atlantic Division on February 19, 2012, Project Sponsor and the United States of America have authorized the dredging of portions of Big Fishweir Creek in connection with the Big Fishweir Creek, Duval County, Florida Aquatic Ecosystem Restoration Project (the "Project").

B. Pursuant to that certain "Dredge and Dredge Materials Disposal License Agreement for Bartram Island and Buck Island" between Grantor and Project Sponsor dated February 8th, 2019, Project Sponsor was granted a license to deposit dirt, silt, sands or rock from water dredging activity on portions of Bartram Island Cell B-1, as such land is more particularly described on "Exhibit "A" . Cell B-1 of Bartram Island is referred to herein as the "Easement Premises" and a map depicting Cell B-1 is attached hereto as Exhibit "B."

C. The Project Sponsor desires to utilize the Easement Premises as a work area for the Project relating to the deposit of materials dredged in connection with the Project.

NOW THEREFORE, Grantor, for and in consideration of Ten and No/100 Dollars (\$10.00), receipt of which is hereby acknowledged, the parties agree as follows:

1. **Grant of Easement.** Grantor hereby gives, grants, bargains and releases unto Project Sponsor, a temporary easement and right-of-way in, on, over and across the Easement Premises for a period not to exceed eighteen (18) months, beginning with date possession of the land is granted to the Project Sponsor, for use by the United States, its representatives, agents and contractors as a work area, including the right to deposit fill, spoil and waste materials thereon, move, store and remove equipment and supplies, and to perform any other work necessary and incident to the Project; reserving, however, to the Grantor all such rights and privileges as may be used without interfering with or abridging the rights and easements hereby acquired; subject however to existing easements for public roads and highways, public utilities, railroads and pipelines.
2. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and understanding between Grantor and Project Sponsor relating to the subject matter hereof, and may not be amended, except by instrument in writing executed by Project Sponsor and Grantor, or the assigns of Project Sponsor.
3. **Counterparts.** The parties may execute this Agreement individually or in combination in one or more counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument.
4. **Notice.** All notices shall be in writing and shall be deemed to have been properly given (i) when delivered in person, (ii) when deposited in the United States Mail, with adequate postage, and sent by registered or certified mail with return receipt requested, to the appropriate party at the address set out above, or (iii) when deposited with any nationally recognized overnight delivery service for next business day delivery, addressed to the appropriate party.

Notices shall be deemed given when received, except that if delivery is not accepted, notice shall be deemed given on the date of such non-acceptance or attempted delivery.

IN WITNESS WHEREOF, the said Grantor has signed this day and year first above written.

Signed and witnessed in the presence of:
(Sign) Susan Stewart
(Print) Susan Stewart

GRANTOR:
Jacksonville Port Authority

By: [Signature]
Its: CEO

(Sign) Laura Lokietek
(Print) Laura Lokietek

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 7th day of December, 2020, by ERIC GREEN, as CEO of Jacksonville Port Authority, who is personally known to me or produced _____ as identification.

Notary Public: Rebecca L. Dicks
Print Name: Rebecca L. Dicks
My Commission Expires: _____

{affix notary stamp/seal}



Exhibit "A"
(the "Easement Premises")

A part of those undesignated lands lying within the St. Johns River and being a part of Township 1 South, Range 27 East, and Range 28 East, Duval County, Florida, being more particularly described as follows: for a point of reference, commence at a Bronze Disk set in a concrete monument, Stamped U. S. Corps of Engineers, St. Jo No. 59, having Florida East Zone State Plane Coordinates of Y=2,207,616.20 and X=314,644.59 as determined by the 1979 adjusted datum: thence South 85°35'52" West a distance of 2166.00 feet; thence South 68°43'48" West a distance of 1947.08 feet to the Point of Beginning; thence South 31°27'02" East, a distance of 3500.00 feet; thence North 77°51'56" East, a distance of 2244.77 feet; thence South 76°58'00" East, a distance of 1053.00 feet; thence South 43°15'50" East, a distance of 8660.00 feet; thence South 66°37'38" East, a distance of 1480.00 feet; thence North 89°59'18" East, a distance of 6294.97 feet; thence North 34°28'00" East, a distance of 1670.00 feet; thence North 45°48'00" West, a distance of 2080.00 feet; thence South 86°20'00" West, a distance of 5500.00 feet; thence North 43°33'00" West, a distance of 11,020.00 feet; thence North 52°47'37" West, a distance of 1382.42 feet; thence North 81°36'22" West, a distance of 2513.12 feet; thence South 35°05'28" West, a distance of 2470.78 feet to the Point of Beginning. Containing 1423.8 acres, more or less.

Exhibit "B"
(the "Easement Premises")



BD2021-12-02



SUBMISSION FOR BOARD APPROVAL

**SUBJECT: FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION GRANT AGREEMENT (PTGA)
TALLEYRAND MARINE TERMINAL UPLAND IMPROVEMENTS
FM# 446820-1-94-02**

AMOUNT: \$ 3,100,000

BUDGETED: Yes

SOURCE OF FUNDS: FSTED

BACKGROUND: Recent bond refinancing by the Florida Ports Council has resulted in additional funds being made available to JAXPORT. The funds are proposed to be used for the Talleyrand Marine Terminal upland improvements. These include terminal expansion improvements such as warehouse upgrades, pavement rehabilitations, drainage upgrades, and railroad infrastructure improvements, etc.

STATUS: The Florida Department of Transportation (FDOT) has issued a Public Transportation Grant Agreement (PTGA) for these type of projects in the amount of \$3,100,000. This funding is provided at 50% FDOT and 50% JAXPORT towards total project(s) cost of \$6,200,000.

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

ATTACHMENT:

Resolution

Public Transportation Grant Agreement for Talleyrand Marine Terminal

BD2021-12-02



**SUBMISSION
FOR
BOARD APPROVAL**

RECOMMENDED FOR APPROVAL:

Signature: James G. Bennett, PE
James G. Bennett, PE (Dec 1, 2021 12:39 EST)

Email: James.Bennett@jaxport.com

James G. Bennett, PE
Senior Director, Engineering and Construction

Date

SUBMITTED FOR APPROVAL:

Signature: Eric B. Green
Eric B. Green (Dec 1, 2021 14:29 EST)

Email: eric.green@jaxport.com

Eric Green
Chief Executive Officer

Date

BOARD APPROVAL:

Rebecca Dicks/Recording Secretary

Meeting Date

ATTEST:

Daniel K. Bean, Treasurer on behalf of
Bradley S. Talbert, Secretary

Wendy O. Hamilton, Chair

A RESOLUTION OF THE JACKSONVILLE PORT AUTHORITY AUTHORIZING THE EXECUTION OF A PUBLIC TRANSPORTATION GRANT AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE JACKSONVILLE PORT AUTHORITY FOR STATE FUNDING IN FISCAL YEAR (2021/2022) FOR TALLEYRAND MARINE TERMINAL (TMT) REHABILITATION INITIATIVE.

WHEREAS, the Jacksonville Port Authority (JAXPORT) has been presented a Public Transportation Grant Agreement (PTGA), FM# 446820-1-94-02 with the Florida Department of Transportation (FDOT) for Talleyrand Marine Terminal (TMT) Rehabilitation Initiative; and

WHEREAS, FDOT and JAXPORT have agreed that FDOT will reimburse 50% of all eligible expenditures related to the Talleyrand Terminal improvements, FM# 446820-1-94-02 up to \$6,200,000, with JAXPORT required to contribute 50% or \$3,100,000 upon execution, according to terms and conditions of the Public Transportation Grant Agreement.

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

Section 1: JAXPORT confirms its desire to enter into the Public Transportation Grant Agreement.

Section 2: The Chairwoman of the Board, or her authorized representative, is herein authorized to execute the Resolution on behalf of JAXPORT.

Section 3: The Chief Executive Officer, or his authorized representative, is herein specifically authorized to enter into and sign documents as may be necessary, including the Public Transportation Grant Agreement (PTGA), any Supplemental Public Transportation Grant changes, additional financial project numbers as well as execute Assurances, Certifications and all other documents as may be required to support the project.

Section 4: Effective Date. This resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this 6th day of December, 2021.

(Official Seal)

JACKSONVILLE PORT AUTHORITY

ATTEST:

Wendy O. Hamilton, Chairwoman

Daniel K. Bean, Treasurer on behalf of
Bradley S. Talbert, Secretary

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

Form 725-000-01
 STRATEGIC
 DEVELOPMENT
 OGC 7/2021

Financial Project Number(s): <small>(item-segment-phase-sequence)</small> 446820-1-94-02	Fund(s):	PORB	FLAIR Category:	088794
	Work Activity Code/Function:	215	Object Code:	751000
	Federal Number/Federal Award		Org. Code:	55022020229
	Identification Number (FAIN) – Transit only:		Vendor Number:	F593730270001
Contract Number:	Federal Award Date:			
CFDA Number: N/A	Agency DUNS Number:	06-190-0957		
CFDA Title: N/A				
CSFA Number: 55.005				
CSFA Title: Seaport Grant Program				

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT (“Agreement”) is entered into _____, by and between the State of Florida, Department of Transportation, (“Department”), and Jacksonville Port Authority, (“Agency”). The Department and the Agency are sometimes referred to in this Agreement as a “Party” and collectively as the “Parties.”

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit “D”, Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 311, Florida Statutes, to enter into this Agreement.
- 2. Purpose of Agreement.** The purpose of this Agreement is to provide for the Department’s participation in Jaxport’s Talleyrand Marine Terminal (TMT) rehabilitation initiative, as further described in **Exhibit “A”, Project Description and Responsibilities**, attached and incorporated into this Agreement (“Project”), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
- 3. Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

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

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

- Exhibit A: Project Description and Responsibilities
- Exhibit B: Schedule of Financial Assistance
- *Exhibit B1: Deferred Reimbursement Financial Provisions
- *Exhibit B2: Advance Payment Financial Provisions
- *Exhibit C: Terms and Conditions of Construction
- Exhibit D: Agency Resolution
- Exhibit E: Program Specific Terms and Conditions
- Exhibit F: Contract Payment Requirements
- *Exhibit G: Audit Requirements for Awards of State Financial Assistance

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

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 7/2021

- *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
- *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. Time. Unless specified otherwise, all references to “days” within this Agreement refer to calendar days.

6. Term of Agreement. This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through March 31, 2026. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a. If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the day of , or within days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. Amendments, Extensions, and Assignment. This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. Termination or Suspension of Project. The Department may, by written notice to the Agency, suspend any or all of the Department’s obligations under this Agreement for the Agency’s failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

- a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department’s maximum financial assistance. If any portion of the Project is located on the Department’s right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
- d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

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9. Project Cost:

- a. The estimated total cost of the Project is \$6,200,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$3,100,000 and, the Department's participation in the Project shall not exceed 50.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:

Travel expenses are NOT eligible for reimbursement under this Agreement.

Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

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- f. Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.
- g. Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j. Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

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- k. Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:
- "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."
- o. Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved

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

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

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best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

- a. **Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. **Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. **Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

- 13. Maintenance Obligations.** In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

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- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
 - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
 - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
 - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
 - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
 - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. Single Audit. The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any

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inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
- i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “H”, Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency’s resources obtained from other than Federal entities).
 - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
 - v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency’s audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an

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audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the Federal award;
 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 5. Withhold further Federal awards for the Project or program;
 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
 605 Suwannee Street
 Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:
 - i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial

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assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
 Office of Comptroller, MS 24
 605 Suwannee Street
 Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
 Local Government Audits/342
 111 West Madison Street, Room 401
 Tallahassee, FL 32399-1450
 Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

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- vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
- viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

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- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. **Executive Order 20-44.** Pursuant to Governor's Executive Order 20-44, if the Agency is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Recipient shall submit an Annual Report to the Department, including the most recent IRS Form 990, detailing the total compensation for each member of the Agency executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Agency shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Agency. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at fdotsingleaudit@dot.state.fl.us within 180 days following the end of each tax year of the Agency receiving Department funding.
- i. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims

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for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency shall indemnify and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or

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coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

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- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY Jacksonville Port Authority

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

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

Title: _____

Title: Urban Planning and Modal Administrator

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

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EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): This Agreement provides for the Department's financial participation in Jaxport's Talleyrand Marine Terminal (TMT) rehabilitation initiative. This project has seven (7) components including: (1) container and auto processing facility improvements, (2) warehouse modernization, (3) utility upgrades and repairs, (4) gate improvements, (5) railroad modernization and safety enhancements, (6) pavement and drainage, and (7) terminal development.

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

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): This Project includes the environmental, design and construction work required to terminal development activities described in the Project Description, including: aluminum; anchoring components; asphalt paving activities; assemblage; backfilling; bolt installation; cable protection systems; cargo pad components; compaction; concrete; concrete repair; concrete sealing treatment; concrete-tub road crossings; construction; construction inspection services; construction management services; consulting services; contractor stand-by; conveyor systems; costs estimates; delivery fees; demobilization; demolition; design services; dewatering; disposal of old railroad materials; drainage systems; doors; drywall; dust control systems; earthwork; economic assessments; electrical components and systems; elevators; engineering services; entrance canopies; exterior finishes; environmental assessments; fasteners and connectors; fencing; fire protection systems; flooring; framing; form work; gatehouse components; gate installation or reconfiguration; geotechnical services; glass and glazing; ground covering; handrails; installation and testing; insulation; interior divider walls; interior finishes; joint bolts; lighting systems; line and cross leveling railroad tracks; loading dock leveler; masonry; materials analysis; mitigation assessments; mobilization; painting; permitting; piping; plan development (e.g., 30 / 60 / 90 / 100 % and as-builts); plumbing systems; precast concrete; preconstruction engineering and design; procurement cost; rails; railroad cross ties and ballast; rail crossing equipment; rail spikes; rebar installation; ramps; roadway components; roadway medians; roofing systems; security systems; soil improvement work; shore and slope protection; siding; signage and way finding; steel; stairways; storage rack systems; stormwater management; striping of roadway or storage areas; structural components; surveying; switch gear; temporary structures; temperature control system; testing and engineering analysis; tie box anchoring; tie plates; thermal barriers; track operations planning; underlying subgrade; utilities; ventilation systems; utilities; walkway systems; warehouse components; and, windows.

D. Deliverable(s):

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): Travel costs are not allowed.

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.



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EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
446820-1-94-02	PORB	088794	2022	751000	55.005	Seaport Grant Program	\$3,100,000
446820-1-94-02	LF	088794	2022	-	-	Local Matching Funds	\$3,100,000
Total Financial Assistance							\$6,200,000

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$3,100,000.00	\$3,100,000.00	\$0.00	\$6,200,000.00	50.00	50.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$3,100,000.00	\$3,100,000.00	\$0.00	\$6,200,000.00			

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

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

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

Justin Ryan

 Department Grant Manager Name

 Signature

 Date

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EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

1. Design and Construction Standards and Required Approvals.

- a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.
- b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, FDOT District 2 Seaport Coordinator (email: Justin.Ryan@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.
- c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.
- d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).
- e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.
- f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

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

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

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- b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.
- c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
- d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is FDOT District 2 Seaport Coordinator.
- e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

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estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

- i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.
- k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.
- m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,

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without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

- q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.
- r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation): Not Applicable
- u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info:

Phone: (904) 360-5457; FAX: (904) 360-5519

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

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

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Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

ENGINEER’S CERTIFICATION OF COMPLIANCE

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

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

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

By: _____, P.E.

SEAL:

Name: _____

Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
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EXHIBIT E
PROGRAM SPECIFIC TERMS AND CONDITIONS – SEAPORTS

A. General.

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

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

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

C. Duration of Terms and Assurances.

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

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

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

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

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

F. Consistency with Local Government Plans.

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

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3. The Agency assures that the Comprehensive Master Plan, if applicable, is incorporated as part of the approved local government comprehensive plan as required by Chapter 163, F.S.
- G. Land Acquisition Projects.** For the purchase of real property, the Agency assures that it will:
1. Acquire the land in accordance with federal and state laws governing such action.
 2. Maintain direct control of Project administration, including:
 - a. Maintain responsibility for all related contract letting and administrative procedures.
 - b. Ensure a qualified, State certified general appraiser provides all necessary services and documentation.
 - c. Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
 - d. Establish a Project account for the purchase of the land.
 - e. Collect and disburse federal, state, and local Project funds.
 3. The Agency assures that it shall use the land for seaport purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.
- H. Preserving Rights, Powers and Interest.**
1. The Agency will not take or permit any action that would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, it will act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
 2. If an arrangement is made for management and operation of the funded facility or equipment by any entity or person other than the Agency, the Agency shall reserve sufficient rights and authority to ensure that the funded facility or equipment will be operated and maintained in accordance with the terms and assurances of this Agreement.
 3. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in the funded facility or equipment without prior written approval by the Department. This assurance shall not limit the Agency's right to lease seaport property, facilities or equipment for seaport-compatible purposes in the regular course of seaport business.
- I. Third Party Contracts.** The Department reserves the right to approve third party contracts, except that written approval is hereby granted for:
1. Execution of contracts for materials from a valid state or intergovernmental contract. Such materials must be included in the Department approved Project scope and/or quantities.
 2. Other contracts less than \$5,000.00 excluding engineering consultant services and construction contracts. Such services and/or materials must be included in the Department approved Project scope and/or quantities.
 3. Construction change orders less than \$5,000.00. Change orders must be fully executed prior to performance of work.
 4. Contracts, purchase orders, and construction change orders (excluding engineering consultant services) up to the threshold limits of Category Three. Such contracts must be for services and/or materials included in the Department approved Project scope and/or quantities. Purchasing Categories and Thresholds are defined in Section 287.017, F.S., and Chapter 60, Florida Administrative Code. The threshold limits are adjusted periodically for inflation, and it shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Agreement comply with the current threshold limits. Obligations made in excess of the appropriate limits shall be cause for Department non-participation.
 5. In all cases, the Agency shall include a copy of the executed contract or other agreement with the backup documentation of the invoice for reimbursement of costs associated with the contract.
- J. Inspection or verification and approval of deliverables.** Section 215.422(1), F.S., allows 5 working days for the approval and inspection of goods and services unless the bid specifications, purchase orders, or contracts specifies otherwise. The Agreement extends this timeline by specifying that the inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of an invoice.

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K. Federal Navigation Projects

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

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

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

-- End of Exhibit E --

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EXHIBIT F

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

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

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

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

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

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

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

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

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

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

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

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EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation

State Project Title: Seaport Grant Program

CSFA Number: 55.005

***Award Amount:** \$3,100,000

*The award amount may change with amendments

Specific project information for CSFA Number 55.005 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.005 are provided at: <https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

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

AC-2021-11-30-01
Reference No.

File

11/30/2021
Date

SUBJECT: TMT Warehouse No. 1 Re-Roof
JPA Project No.: T2018.01 JPA Contract No.: C-1631A
Register Roofing & Sheet Metal, Inc.

COST: 3,859,000 **BUDGETED** **NON-BUDGETED**

BACKGROUND:

This project consists of all labor, materials, equipment, and supervision to remove and replace approximately 184,920 total square feet of roof systems at Talleyrand Marine Terminal Warehouse No. 1. The scope of work includes but not limited to demolition, removal, and off-site disposal of items as required and coordination with owner. All work must comply with applicable codes, rules and regulations of authorities having jurisdiction.

On October 14, 2021, Procurement Services solicited bids from qualified and licensed contractors, to provide the aforementioned services. On November 22, 2021, Procurement Services received six (6) conforming bids from Register Roofing & Sheet Metal, Inc, Childers Roofing & Sheet Metal a Tetra America Company, LLC, Advanced Roofing, Inc., Jenkins Roofing, Inc., Apex Business Solutions, and PSI Roofing. After review of the conforming bids, it is the recommendation of the Engineering Department to award a contract to Register Roofing & Sheet Metal, Inc., who offered the lowest, responsive and responsible bid.

EXPENSE CATEGORY:

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

This is a budgeted capital item for FY22 and will be funded 50% with FDOT funds and 50% with JPA funds.

FINANCIAL:

Available Budget (FY21):	\$3,945,085
Proposed Expense:	<u>\$3,859,000</u>
Remaining Balance:	<u>\$ 86,085</u>

RECOMMENDATION:

Management recommends that the Board of Directors approve the issuance of a contract to Register Roofing & Sheet Metal, Inc. for TMT Warehouse No. 1 re-roof in the amount of \$3,859,000.

AC-2021-11-30-01

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

Attachments: Register Roofing & Sheet Metal, Inc. bid form dated 11/22/2021
Unofficial Bid Results

ORIGINATED BY:

James G. Bennett, PE

James G. Bennett, PE (Dec 1, 2021 09:51 EST)

James Bennett, Sr. Director, Engineering & Construction

SUBMITTED FOR APPROVAL

Lisa Gee

Lisa Gee (Dec 1, 2021 09:58 EST)

Lisa Gee, Director, Procurement Services

AWARDS COMMITTEE ACTION

APPROVED

APPROVED / REJECTED / DEFERRED

CONDITIONS OF APPROVAL (IF ANY):

Retta Rogers

Retta Rogers (Dec 1, 2021 10:07 EST)

Retta Rogers, Secretary to Awards Committee

Frederick P. Wong Jr.

Frederick P. Wong Jr. (Dec 1, 2021 12:42 EST)

Frederick P. Wong Jr., Chairman to Awards Committee

CHIEF EXECUTIVE OFFICER ACTION

APPROVED

APPROVED / REJECTED / DEFERRED

CONDITIONS OF APPROVAL (IF ANY):

Eric B. Green

Eric B. Green (Dec 1, 2021 14:32 EST)

Eric B. Green, Chief Executive Officer

CONDITIONS OF APPROVAL (IF ANY):

Date

Rebecca Dicks, Corporate Secretary

BOARD DECISION

APPROVED

REJECTED

DEFERRED

CONDITIONS OF APPROVAL (IF ANY):

Date

Board Chairman

Date

Daniel K. Bean, Treasurer on behalf of
Bradley S. Talbert, Board Secretary

BID FORM
JAXPORT PROJECT NO.: T2018-01
JAXPORT CONTRACT NO.: C-1631A
TMT WAREHOUSE #1 RE-ROOF
TALLEYRAND MARINE TERMINAL

BIDDER'S NAME: Register Roofing & Sheet Metal, Inc.

The undersigned hereby proposes to furnish all materials, equipment, labor, and supervision for the above identified project, in accordance with the specifications and drawings for Contract No. **C-1631A**, at the following price:

Scope of Work: Furnish all labor, materials, equipment and supervision to remove and replace approximately 184,920 total square feet of roof systems at Talleyrand Marine Terminal Warehouse #1, in accordance with contract specifications and drawings.

Bid Submittal Form					
	Item No.	Description	Quantity	Unit	Total Amount
GENERAL CONDITIONS - BASE BID					
Section	012900	Insurance and Bonds	1	Lump Sum	\$ 70,000
Section	011000	General Conditions and Mobilization for Base Bid - Special Notices thru Division 01	1	Lump Sum	\$ 220,000
NEW ROOF REPLACEMENT					
Section	050000's	Furnish & install all work related to selected Demolition, Improvements and Renovation of the existing roof structure per Division 050000. Drawings and Specifications.	1	Lump Sum	\$ 575,000
Section	070000's	Furnish & install all work related to Thermal and Moisture Protection. Installation of New Roofing system per Division 07000, Drawings and Specifications. (See SECTION 075500 -- MODIFIED BITUMINOUS MEMBRANE ROOFING, Section 1.11 WARRANTY)	1	Lump Sum	\$ 2,858,000
Section	070000's	Manufacturer of Material (Bidder must specify Product Manufacturer)	Garland		
Section	090000's	Furnish & install all work related to Finishes. Paint metal decking/structures per Division 09000, Drawings and Specifications.	1	Lump Sum	\$ 56,000
UNSPECIFIED WORK (ALLOWANCE) - BASE BID					
Section	000001	Allowance No. 1 - Replace Exhaust Ventilators' motor/components, hood covers and Testing	8	\$ 10,000	\$ 80,000.00
TOTAL LUMP SUM BASE BID					3,859,000
NEW ROOF REPLACEMENT - ALTERNATE No. 1					
Section	070000's	Furnish & install all work related to Thermal and Moisture Protection. Installation of New Roofing system per Division 07000, Drawings and Specifications (See alternate roof specification). Lump Sum to be provided shall be the difference between the base bid and the alternate. (See SECTION 075500A -- MODIFIED BITUMINOUS MEMBRANE ROOFING 40 YEAR ALTERNATE, Section 1.11 WARRANTY). See Note 1 below.	1	Lump Sum	\$ 850,000
Section	070000's	Manufacturer of Material (Bidder must specify Product Manufacturer) for Alternate	Garland		
Note 1:	Bidders are encouraged to provide the additional cost for 40 year warranty. The Alternate is not required to submit a bid.				

BID FORM
JAXPORT PROJECT NO.: T2018-01
JAXPORT CONTRACT NO.: C-1631A
TMT WAREHOUSE #1 RE-ROOF
TALLEYRAND MARINE TERMINAL

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






Basis of Award: The Authority reserves the right to award this contract to the bidder whose price is the lowest based on the Lump Sum Base Bid, subject to the availability of appropriated funds.

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

JAXPORT reserves the right to award this contract to the bidder offering the lowest price consistent with meeting all specifications, terms, conditions, delivery requirements set forth on this bid. No award will be made until all necessary inquiries have been made into the responsibility of the lowest conforming bidder and JAXPORT is satisfied that the lowest bidder met all the requirements, is qualified and has the necessary organization, capital and resources required to perform the work under the terms and conditions of the contract. JAXPORT reserves the right to accept or reject any or all Bids, in whole or in part.

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

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

Addendum No. 1, Dated: 10/25/21 Initials: 
Addendum No. 2, Dated: 11/4/21 Initials: 
Addendum No. 3, Dated: 11/10/21 Initials: 
Addendum No. 4, Dated: 11/15/21 Initials: 
Addendum No. 5, Dated: 11/17/21 Initials: 

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

BID FORM
JAXPORT PROJECT NO.: T2018-01
JAXPORT CONTRACT NO.: C-1631A
TMT WAREHOUSE #1 RE-ROOF
TALLEYRAND MARINE TERMINAL

Lincoln Register
Name of Contractor

AUTHENTICATION (see "Supplemental Instructions to Bidders")

Register Roofing & Sheet Metal, Inc.
Firm

4632 Sub Chaser Ct	Jacksonville	FL	32244
Business Address	City	State	Zip Code

Mailing Address, if different from above

	11/22/21
Authorized Signature	Date Executed

Lincoln Register	President
Typed Name	Title

lincoln@registerroofing.com
E-Mail Address

904-215-8533	904-213-7833
Telephone Number	Facsimile Number

54-2069021	CCC1331028
Company Federal Tax I.D. No.	Company's Business License No.

BID NO.: C-1631A				REGISTER ROOFING & SHEET METAL, INC.	CHLDERS ROOFING & SHEET METAL a TECTA AMERICA COMPANY, LLC	ADVANCED ROOFING, INC.	JENKINS ROOFING, INC.	APEX BUSINESS SOLUTIONS	PSI ROOFING	
Project: TMT Warehouse #1 Re-Roof Bid Open 11.22.2021 10:06 AM										
BIDDER REQUIREMENTS:										
BID BOND:				Y	Y (BBF-2 incomplete)	Y	Y	Y	Y	Y
COI FORM:				Y	Y	Y	Y	Y	Y	Y
PEC FORM:				Y	Y	Y	Y	Y	Y	Y
CCRSC FORM:				Y	Y	Y	Y	Y	Y	Y
BIDDER'S MINIMUM REQUIREMENTS:				Y (Page MR-3) is missing	Y (Page MR-4) is missing	Y	Y (Page MR-4) is not signed	Y	Y	Y
E-VERIFY:				Y	Y	Y	Y	Y	Y	Y
E-BUILDER:				Y	Y	Y	Y	Y	Y	Y
DBE FORM 1:				Y	Y	Y	Y	Y	Y	Y
ACKNOWLEDGEMENT OF ADDENDA 1 - 5:				Y	Y	Y	Y	Y	Y	Y
DESCRIPTION		QTY	UOM	Total Amount	Total Amount	Total Amount	Total Amount	Total Amount	Total Amount	Total Amount
GENERAL CONDITIONS - BASE BID										
012900	Insurance and Bonds	1	Lump Sum	\$ 70,000.00	\$ 230,000.00	\$ 113,081.00	\$ 78,750.00	\$ 60,122.36	\$ 100,000.00	\$ 100,000.00
011000	General Conditions and Mobilization for Base Bid	1	Lump Sum	\$ 220,000.00	\$ 205,000.00	\$ 329,696.00	\$ 90,000.00	\$ 15,000.00	\$ 600,000.00	\$ 600,000.00
NEW ROOF REPLACEMENT										
050000's	Demolition, Improvements and Renovation of existing structure	1	Lump Sum	\$ 575,000.00	\$ 640,000.00	\$ 214,036.00	\$ 365,000.00	\$ 102,355.61	\$ 1,100,000.00	\$ 1,100,000.00
070000's	Thermal and Moisture Protection	1	Lump Sum	\$ 2,858,000.00	\$ 2,928,000.00	\$ 3,496,518.00	\$ 3,942,047.00	\$ 4,719,604.92	\$ 4,645,000.00	\$ 4,645,000.00
070000's	Manufacturer of Material (Product Manufactures)			Garland		Garland		Garland	The Garland Company	
090000's	Finishes, Paint metal decking/structures	1	Lump Sum	\$ 56,000.00	\$ 15,000.00	\$ 25,000.00	\$ 10,000.00	\$ 65,000.00	\$ 85,000.00	\$ 85,000.00
UNSPECIFIED WORK (ALLOWANCE) - BASE BID										
000001	Allowance No. 01 - Replace Exhaust Ventilators	8	EA	\$ 10,000.00	\$ 80,000.00	\$ 10,000.00	\$ 80,000.00	\$ 10,000.00	\$ 80,000.00	\$ 80,000.00
UNSPECIFIED WORK (ALLOWANCE) - BASE BID Cost Total:				\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00
TOTAL LUMP SUM BASE BID (GEN. COND. & NEW ROOF REPLACEMENT):				\$ 3,859,000.00	\$ 4,098,000.00	\$ 4,258,331.00	\$ 4,565,797.00	\$ 5,042,082.89	\$ 6,610,000.00	\$ 6,610,000.00
NEW ROOF REPLACEMENT - ALTERNATE NO. 1										
070000's	Furnish & Install work related to Thermal and Moisture Protection	1	Lump Sum	\$ 850,000.00	\$ 4,895,000.00	\$ 910,172.00	\$ 5,233,487.00	\$ 5,651,856.29	\$ 280,000.00	\$ 280,000.00
070000's	Manufacturer of Material (Product Manufactures)			Garland	Garland	Garland	Garland	Garland	The Garland Company	
Bid Summary										
TOTAL BASE BID AMOUNT				\$ 3,859,000.00	\$ 4,098,000.00	\$ 4,258,331.00	\$ 4,565,797.00	\$ 5,042,082.89	\$ 6,610,000.00	\$ 6,610,000.00
Bidder Qualification Notes				Page MR-3 of Minimum Req. is missing	Bid Bond Form BF-2 is incomplete; Page BF-4 of		Page BF-4 of Minimum Req. is not signed.			

Recorded By: Sandra Platt
 Witness: Jorrie Gunder
 Witness: Retta Rogers
 Director, Procurement Services: Lisa Gee

APPARENTLY CONFORMING

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

AC-2021-11-30-02
Reference No.

File

11/30/2021
Date

SUBJECT: Bartram Island DMMA Cell "C" Restoration & Capacity Improvement
JPA Project No.: G2021.06 JPA Contract No.: C-1795
Brance Diversified, Inc.

COST: \$7,775,000

BUDGETED

NON-BUDGETED

BACKGROUND:

This project consists of all labor, materials, equipment, and supervision to provide for offloading dredged material management area Cell C on Bartram Island and raising the existing earthen dike from Cell C. The scope of work includes but not limited to clearing and grubbing, constructing earthen dike containment cells for storing of unsuitable (muck) material, etc., in accordance with the Technical Specifications and contract drawings.

On October 20, 2021, Procurement Services solicited bids from qualified and licensed contractors, to provide the aforementioned services. On November 22, 2021, Procurement Services received four (4) conforming bids from Brance Diversified, Inc., Waterfront Property Services, LLC dba Gator Dredging, Baker Constructors and Herve Cody Contractors, LLC. After review of the conforming bids, it is the recommendation of the Engineering Department to award a contract to Brance Diversified who offered the lowest, responsive and responsible bid.

EXPENSE CATEGORY:

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

This is a budgeted capital item for FY22 and will be funded 100% with JPA funds.

FINANCIAL:

Available Budget (FY21):	\$10,915,460
Proposed Expense:	<u>\$ 7,775,000</u>
Remaining Balance:	<u>\$ 3,140,460</u>

RECOMMENDATION:

Management recommends that the Board of Directors approve the issuance of a contract to Brance Diversified, Inc., for Bartram Island DMMA Cell "C" restoration & capacity improvement in the amount of \$7,775,000.

AC-2021-11-30-02

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

Attachments: Brance Diversified, Inc., bid form dated 11/22/2021
Unofficial Bid Results

ORIGINATED BY:

SUBMITTED FOR APPROVAL

James G. Bennett, PE
James G. Bennett, PE (Dec 1, 2021 09:51 EST)
James Bennett, Sr. Director, Engineering & Construction

Lisa Gee
Lisa Gee (Dec 1, 2021 09:58 EST)
Lisa Gee, Director, Procurement Services

AWARDS COMMITTEE ACTION

APPROVED APPROVED / REJECTED / DEFERRED

CONDITIONS OF APPROVAL (IF ANY):

Retta Rogers
Retta Rogers (Dec 1, 2021 10:07 EST)
Retta Rogers, Secretary to Awards Committee

Frederick P. Wong Jr.
Frederick P. Wong Jr. (Dec 1, 2021 12:42 EST)
Frederick P. Wong Jr., Chairman to Awards Committee

CHIEF EXECUTIVE OFFICER ACTION

APPROVED APPROVED / REJECTED / DEFERRED

CONDITIONS OF APPROVAL (IF ANY):

Eric B. Green
Eric B. Green (Dec 1, 2021 14:32 EST)
Eric B. Green, Chief Executive Officer

CONDITIONS OF APPROVAL (IF ANY):

_____ _____
Date Rebecca Dicks, Corporate Secretary

BOARD DECISION

APPROVED REJECTED DEFERRED

CONDITIONS OF APPROVAL (IF ANY):

_____ _____
Date Board Chairman

_____ _____
Date Daniel K. Bean, Treasurer on behalf of
Bradley S. Talbert, Board Secretary

BID FORM
JAXPORT PROJECT NO.: G2021.06
JAXPORT CONTRACT NO.: C-1795
BARTRAM ISLAND DMMA CELL "C" RESTORATION
& CAPACITY IMPROVEMENT
BARTRAM ISLAND

BIDDER'S NAME: Brance Diversified, Inc.

The undersigned hereby proposes to furnish all materials, equipment, labor, and supervision for the above identified project, in accordance with the specifications and drawings for Contract No. **C-1795**, at the following price:

Scope of Work: Furnish all labor, materials, equipment, and supervision to provide for offloading dredged material management area Cell C on Bartram Island and raising the existing earthen dike for Cell C. The work required consists of, but is not limited to clearing and grubbing, constructing earthen dike containment cells for storing of unsuitable (muck) material, etc., in accordance with the Technical Specifications and contract drawings.

LUMP SUM WORK		
Item Number	Description	Total Item Amount
1	Mobilization and Demobilization	\$ 2,674,000
2	General Requirements (Includes Project Management; General Administrative Costs; Submittals; etc.)	\$ 500,000
3	Construction, Payment, and As-Built Surveys	\$ 200,000
4	Environmental Protection and Erosions Control	\$ 100,000
5	Clearing and Grubbing	\$ 330,000
6	Construction of Storage Cells 1, 2, and 3 (Includes, Dike Fill; Site Dewatering; 18-inch Nyoplast Drainage Inlets; 18-inch Corrugated HDPE Pipe; Riprap Splash Pads; Storage Cell Ditches; Topsoil Excavation, Mixing, Stockpiling, and Placement; Construction Materials Testing; etc.)	\$ 250,000
7	Offloading Unsuitable Material to Storage Cells 1, 2, 3	\$ 1,500,000
8	Dike Geosynthetic Reinforcement Cell C (Includes Excavation and Reconstruction of Existing Dike for Geosynthetic Installation)	\$ 300,000
9	Cell C Dike Construction (Includes Dike Fill; Site Dewatering; Cutting/Shaping Exterior Face of Existing Dike to Construct Stability Berm; Swales; 18-inch Nyoplast Drainage Inlets; 18-inch Corrugated HDPE Pipe; Riprap Splash Pads; Topsoil Excavation, Mixing, Stockpiling, and Placement; Construction Materials Testing; etc.)	\$ 800,000
10	Dike Drains (Includes Gravel Dike Drain with 12-inch HDPE Perforated Pipe; Dike Drain Outfall Piping 12-inch HDPE Pipe; Gravel Toe Drain with 12-inch HDPE Perforated Pipe; Dike Drain Outfall Riprap Energy Dissipators; etc.)	\$ 100,000
11	Relocating/Reconstructing Weirs (Includes Relocating [3] Existing 9 ft dia Corrugated Half Pipe Weirs; Relocating Weir Timber Piles; Weirs Walkway Extension; Weirs Pipe Renovation with New 36-inch Alum CMP, etc.)	\$ 100,000
12	Grassing (Includes Planting, Watering, Establishment, etc.)	\$ 250,000
13	Prefabricated Metal Building and Concrete Foundation	\$ 50,000
A. SUM OF ALL LUMP SUM WORK EXCLUDING UNIT PRICED WORK		\$ 7,154,000

BID FORM
JAXPORT PROJECT NO.: G2021.06
JAXPORT CONTRACT NO.: C-1795
BARTRAM ISLAND DMMA CELL "C" RESTORATION
& CAPACITY IMPROVEMENT
BARTRAM ISLAND

BASE BID					
ITEMIZED UNIT PRICED WORK (NOT INCLUDED IN LUMP SUM WORK); TO BE PAID BASED ON ACTUAL QUANTITY AUTHORIZED AND					
Item	Description	Estimated Quantity	Unit	Unit Price	Total Item Amount
1	Gopher Tortoise Burrow Excavation	14	EA	\$ 1,500.00	\$ 21,000
2	Offloading Unsuitable Material to Cell B	120,000	CV	\$ 5.00	\$ 600,000
B. ITEMIZED UNIT PRICE TOTAL					\$ 621,000
BID SUMMARY					
C. Total Lump Sum Work (Line A)				\$ 7,154,000	
D. Total Itemized Work (Line B)				\$ 621,000	
E. TOTAL BID AMOUNT (LINES C + D)					\$ 7,775,000
Notes					
(1) Bid Evaluation - Bids will be evaluated based on Line E above.					

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

Basis of Award: The Authority reserves the right to award this contract to the lowest conforming responsive bidder, based on **A. Total Lump Sum Bid Amount (Items 1 thru 13) and B. Unit Priced Items (1 thru 2)**, subject to the availability of appropriated funds.




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

JAXPORT reserves the right to award this contract to the bidder offering the lowest price consistent with meeting all specifications, terms, conditions, delivery requirements set forth on this bid. No award will be made until all necessary inquiries have been made into the responsibility of the lowest conforming bidder and JAXPORT is satisfied that the lowest bidder met all the requirements, is qualified and has the necessary organization, capital and resources required to perform the work under the terms and conditions of the contract. JAXPORT reserves the right to accept or reject any or all Bids, in whole or in part.

BID FORM
JAXPORT PROJECT NO.: G2021.06
JAXPORT CONTRACT NO.: C-1795
BARTRAM ISLAND DMMA CELL "C" RESTORATION
& CAPACITY IMPROVEMENT
BARTRAM ISLAND

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

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

- Addendum No. 1, Dated: 11/2/2021 Initials: 
- Addendum No. 2, Dated: 11/10/2021 Initials: 
- Addendum No. 3, Dated: 11/16/2021 Initials: 
- Addendum No. 4, Dated: _____ Initials: _____

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

Brance Diversified, Inc
Name of Contractor

AUTHENTICATION (see "Supplemental Instructions to Bidders")

Brance Diversified, Inc
Firm

<u>14603 Beach Blvd, Suite 3000</u>	<u>Jacksonville</u>	<u>FL</u>	<u>32250</u>
Business Address	City	State	Zip Code

Mailing Address, if different from above

Authorized Signature _____ Date Executed _____

Lance W. Young _____ President
Typed Name Title

LYoung@BranceDiversified.com
E-Mail Address

904-748-0050
Telephone Number _____ Facsimile Number _____

26-2921414 _____ SCC131152484
Company Federal Tax I.D. No. Company's Business License No.

BID NO.: C-1795				BRANCE DIVERSIFIED		WATERFRONT PROPERTY SERVICES, LLC dba GATOR DREDGING		BAKER CONSTRUCTORS		HERVE CODY CONTRACTORS, LLC	
Project: BARTRAM ISLAND DMMA CELL "C"											
Bid Open Date 11.22.2021 2:06 PM											
BIDDERS REQUIREMENTS											
BID BOND		Y		Y (Bid Bond BBF-2)		Y (Bid Bond BBF-2)		Y (Bid Bond BBF-2)		Y	
COI FORM		Y		Y		Y		Y		Y	
PEC FORM		Y		Y		Y		Y		Y	
CCRSC FORM		Y		Y		Y		Y		Y	
BIDDERS MINIMUM REQUIREMENTS		Y		Y		Y		Y		Y	
E-VERIFY		Y		Y		Y		Y		Y	
E-BUILDER		Y		Y		Y		Y		Y	
DBE FORM 1		N (Form not submitted)		Y		Y		Y		Y	
ACKNOWLEDGEMENT OF ADDENDA 1 - 3		Y		Y		Y		Y		Y	
Item No.		Description		Total Cost		Total Cost		Total Cost		Total Cost	
A. LUMP SUM WORK											
1	Mobilization and Demobilization		\$	2,674,000.00	\$	1,250,000.00	\$	2,024,346.18	\$	1,000,000.00	
2	General Requirements		\$	500,000.00	\$	175,000.00	\$	1,075,036.99	\$	450,000.00	
3	Construction, Payment, and As-Built Surveys		\$	200,000.00	\$	250,000.00	\$	220,783.04	\$	300,000.00	
4	Environmental Protection and Erosions Control		\$	100,000.00	\$	100,000.00	\$	341,608.29	\$	494,000.00	
5	Clearing and Grubbing		\$	330,000.00	\$	1,000,000.00	\$	636,961.32	\$	100,000.00	
6	Construction of Storage Cells 1, 2, and 3		\$	250,000.00	\$	750,000.00	\$	511,039.57	\$	1,494,550.00	
7	Offloading Unsuitable Material to Storage Cells 1, 2, 3		\$	1,500,000.00	\$	1,325,000.00	\$	929,747.00	\$	770,000.00	
8	Dike Geosynthetic Reinforcement Cell C		\$	300,000.00	\$	500,000.00	\$	633,497.60	\$	350,000.00	
9	Cell C Dike Construction		\$	800,000.00	\$	3,050,000.00	\$	1,486,986.11	\$	3,937,500.00	
10	Dike Drains		\$	100,000.00	\$	450,000.00	\$	2,837,702.61	\$	2,225,000.00	
11	Relocating/Reconstructing Weirs		\$	100,000.00	\$	400,000.00	\$	321,599.18	\$	500,000.00	
12	Grassing		\$	250,000.00	\$	200,000.00	\$	314,774.80	\$	250,000.00	
13	Prefabricated Metal Building and Concrete Foundation		\$	50,000.00	\$	50,000.00	\$	31,346.94	\$	250,000.00	
A. LUMP SUM WORK Cost Total			\$	7,154,000.00	\$	9,500,000.00	\$	11,365,429.63	\$	12,121,050.00	
B. BASE BID ITEMIZED UNIT PRICED WORK											
			Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	
1	Gopher Tortoise Burrow Excavation	14 EA	\$ 1,500.00	\$ 21,000.00	\$ 5,000.00	\$ 70,000.00	\$ 1,144.79	\$ 16,027.06	\$ 2,500.00	\$ 35,000.00	
2	Offloading Unsuitable Material to Cell B	120000 CY	\$ 5.00	\$ 600,000.00	\$ 7.06	\$ 847,200.00	\$ 8.45	\$1,014,000.00	\$ 4.90	\$ 588,000.00	
B. BASE BID ITEMIZED UNIT PRICED WORK Cost Total			\$	621,000.00	\$	917,200.00	\$	1,030,027.06	\$	623,000.00	
BID SUMMARY											
C. Total Lump Sum Work (Line A):			\$	7,154,000.00	\$	9,500,000.00	\$	11,365,429.63	\$	12,121,050.00	
D. Total Itemized Work (Line B):			\$	621,000.00	\$	917,200.00	\$	1,030,027.06	\$	623,000.00	
TOTAL BID AMOUNT (LINES C + D):			\$	7,775,000.00	\$	10,417,200.00	\$	12,395,456.69	\$	12,744,050.00	
Bidder Qualification Notes				DBE Form 1 (Not submitted)		Bid Bond Form BBF-2 not complete		Bid Bond Form BBF-2 not complete			

Recorded By: Sandra Platt
Sandra Platt (Nov 23, 2021 1:09 EST)

Witness: Jerrie Gunder
Jerrie Gunder (Nov 23, 2021 14:35 EST)

Witness: Retta Rogers
Retta Rogers (Nov 23, 2021 14:37 EST)

APPARENTLY CONFORMING

Director, Procurement Services: Lisa Gee
Lisa Gee (Nov 23, 2021 15:35 EST)

AC-2021-11-30-03

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

Attachments: Brance Diversified, Inc. negotiated revised bid acceptance

ORIGINATED BY:

SUBMITTED FOR APPROVAL

James G. Bennett, PE

James G. Bennett, PE (Dec 1, 2021 09:51 EST)

James Bennett, Sr. Director, Engineering & Construction

Lisa Gee

Lisa Gee (Dec 1, 2021 09:58 EST)

Lisa Gee, Director, Procurement Services

AWARDS COMMITTEE ACTION

APPROVED

APPROVED / REJECTED / DEFERRED

CONDITIONS OF APPROVAL (IF ANY):

Retta Rogers

Retta Rogers (Dec 1, 2021 10:07 EST)

Retta Rogers, Secretary to Awards Committee

Frederick P. Wong Jr.

Frederick P. Wong Jr. (Dec 1, 2021 12:42 EST)

Frederick P. Wong Jr., Chairman to Awards Committee

CHIEF EXECUTIVE OFFICER ACTION

APPROVED

APPROVED / REJECTED / DEFERRED

CONDITIONS OF APPROVAL (IF ANY):

Eric B. Green

Eric B. Green (Dec 1, 2021 14:32 EST)

Eric B. Green, Chief Executive Officer

CONDITIONS OF APPROVAL (IF ANY):

Date

Rebecca Dicks, Corporate Secretary

BOARD DECISION

APPROVED

REJECTED

DEFERRED

CONDITIONS OF APPROVAL (IF ANY):

Date

Board Chairman

Date

Daniel K. Bean, Treasurer on behalf of
Bradley S. Talbert, Board Secretary

"REVISED" **ATTACHMENT NO. 2**
BID FORM
JAXPORT PROJECT NO.: G2020.02
JAXPORT CONTRACT NO.: C-1737A
REMOVE DREDGE MATERIALS DMMA CELL "B"
BUCK ISLAND

BIDDER'S NAME: Brance Diversified, Inc

The undersigned hereby proposes to furnish all materials, equipment, labor, and supervision for the above identified project, in accordance with the specifications and drawings for Contract No. **C-1737A** at the following price:

Scope of Work: Furnish all labor, material, equipment and supervision to remove approximately 500,000 cubic yards of previously dredged materials from the Buck Island Dredge Material Management Area (DMMA), Cell B, 13298 Fort Caroline Rd., Jacksonville, FL 32225.

BASE BID					
LUMP SUM WORK					
Item No.	Description				Total Item Amount
1	Mobilization / Demobilization (See Note 1)				\$ 550,000.00
A. SUM OF ALL LUMP SUM WORK EXCLUDING UNIT PRICED WORK					\$550,000.00
BASE BID					
ITEMIZED UNIT PRICED WORK (NOT INCLUDED IN LUMP SUM WORK); TO BE PAID BASED ON ACTUAL QUANTITY					
Item No.	Description	Maximum Contract time (days)	Estimated Quantity (CY)	Unit Price per CY. (See Note 5)	Total Item Amount
2	Remove Dredge Material and Dispose Off Site	300	400,000	\$13.50	\$ 5,400,000.00
B. ITEMIZED UNIT PRICE TOTAL					\$5,400,000.00
OPTIONAL BID ITEMS					
ITEMIZED UNIT PRICED WORK (NOT INCLUDED IN LUMP SUM WORK); TO BE PAID BASED ON ACTUAL QUANTITY					
Item No.	Description	Maximum Contract time (days). (See note 4)	Estimated Quantity (CY)	Unit Price per CY. (See Note 5)	Total Item Amount
3	Remove Dredge Material and Dispose Off Site (See Note 2)	365	100,000	\$13.50	\$ 1,350,000.00
4	Remove Dredge Material and Dispose Off Site (See Note 3)	365	100,000	\$13.50	\$ 1,350,000.00
C. ITEMIZED OPTIONAL BID ITEM UNIT PRICE TOTAL					\$ 2,700,000.00

"REVISED"

BID FORM

JAXPORT PROJECT NO.: G2020.02
JAXPORT CONTRACT NO.: C-1737A
REMOVE DREDGE MATERIALS DMMA CELL "B"
BUCK ISLAND

BID SUMMARY	
BASE BID SUMMARY	
D. Total Lump Sum Work (Line A)	\$550,000.00
E. Total Itemized Work (Line B)	\$5,400,000.00
F. TOTAL BASE BID AMOUNT (LINES D + E)	\$5,950,000.00
Notes	
1 Mobilization will be paid at 60% of the total of Mobilization/Demobilization.	
2 The unit rate for the additional volume may be higher or lower than the rate established for Item No. 2. However, the unit rate may not be more than 5% higher than the unit rate provided for Item No. 2.	
3 The unit rate for the additional volume may be higher or lower than the rate established for Item No. 3. However, the unit rate may not be more than 5% higher than the unit rate provided for Item No. 3.	
4 Contractor's proposed time includes the time in Item No. 2 and the option(s). Maximum contract time for Item Nos. 2, 3, 4 combined will be 365 days.	
5 Includes all costs not included in Item No. 1	

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

Basis of Award: The Authority reserves the right to award this contract to the bidder whose prices is the lowest based on **F. Total Base Bid Amount (Lines D + E)**, subject to availability of appropriated funds.

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

JAXPORT reserves the right to award this contract to the bidder offering the lowest price consistent with meeting all specifications, terms, conditions, delivery requirements set forth on this bid. No award will be made until all necessary inquiries have been made into the responsibility of the lowest conforming bidder and JAXPORT is satisfied that the lowest bidder met all the requirements, is qualified and has the necessary organization, capital and resources required to perform the work under the terms and conditions of the contract. JAXPORT reserves the right to accept or reject any or all Bids, in whole or in part.

R/07/2010
C-1737A

JAXPORT
BID FORM

Page No.: 8F-2

Negotiated Revised Bid Acceptance:

Board of Directors Meeting - R2021-12-01 Engineering and Construction Update

KEY CAPITAL PROJECTS

No.	Contract Number	Project Description	Vendor	Scope	Original Contract Amt. (\$)	Approved Change Orders To	Total Contract as Amended	Payments to Date	Work Remaining To Invoice	Proposed Change Orders	Remarks
1	AE-1436D	Rehabilitate Wharfs 33 & 34	HDR Eng., Inc.	Engineering Services During Construction BIMT Wharf Reconstruction Phase II	\$1,813,479	\$828,000 Last CO #02 02/22/21	\$2,641,479	\$2,342,214	\$299,265	\$0	HDR awarded contract for Services During Construction. HDR is performing on-site daily observation including reports. Their services are critical in answering RFI's to keep the contractor working expeditiously. Change Order #2 increased contract to provide funding for contract completion.
	C-1436C		Manson Construction	BIMT Wharf Rehabilitation Phase II	\$51,021,172	\$467,833 Last CO #08 09/28/2021	\$51,489,005	\$45,894,853	\$5,594,152	\$42,325	Manson Construction Co was awarded the construction contract to build Phase 2A and 2B on BIMT wharf. Construction NTP was issued on December 3, 2018. Contract completion date is February 6, 2021. Contractor is behind schedule but making every effort to improve the schedule. Phase 2B Construction: Manson has completed driving all concrete pile. They have completed the demolition of existing waterside beam and piles. They have completed forming and pouring the bents to support the precast panels and have installed precast panels. Deck pours are underway for portions while final rebar is being installed for remaining sections.
2	AE-1658	Upland Dredge Material Management Design & Construction	HDR Engineering	Engineering Design & Services During Construction for Toe Dike at Buck Island	\$340,055	\$58,967 Last CO #04 11/27/20	\$399,022	\$352,399	\$46,623	\$0	HDR completed the design documents and will be performing administrative services during construction which includes reviewing submittals,RFI's, change order requests, and monthly inspections.
	C-1737		Brance Diversified Inc.	Upland DMMA Construction Phase 1 - Buck Island	\$3,987,200	\$1,136,500 Last CO #04 07/27/2021	\$5,123,700	\$4,976,700	\$147,000	\$0	Brance Diversified received a Notice to Proceed on November 24, 2020. Contract duration is 450 calendar days. Change Order #1 added moving an additional 50,000 CY of sand from Toe Dike construction area to Cell A. Brance Diversified has completed the construction of the toe dike and has placed 100% of material in new holding cell. Substantial Completion has been issued. Slope grassing/stabilizing beign reviewed.
	C-1737A		Brance Diversified Inc.	Remove Dredge Materials DMMA Cell "B" Buck Island	\$5,950,000		\$5,950,000	\$0	\$5,950,000	\$0	NTP issued September 21st 2021. Contractor currently installing hydraulic pipeline for sediment transport to Reid Island upland disposal site. Material removal expected to start Mid December.
	AE-1737A		C&ES	Engineering & Inspection Services for Buck Island DMMA	\$116,032	\$0	\$116,032	\$43,082	\$72,950	\$0	C & ES is performing on-site inspection services as needed to confirm that testing and construction procedures are in accordance with plans and specifications.
3	AE-1728	Westrock Property Improvements	Tetra Tech, Inc	Westrock Property Concept & Design	\$262,600	\$3,500 Last CO #01 03/05/21	\$266,100	\$57,408	\$208,693	\$0	Tetra Tech, Inc has completed the survey of the property. Change Order 1 authorized a wetland survey that confirmed no wetlands on the property. Tetra Tech submitted a design concept. Concept has been amended and Tetra Tech is working on 30% design.
	C-1728A		Realco Recycling Co., Inc.	TMT Westrock Buildings Demolition	\$606,570	\$46,054 Last CO #03 11/29/21	\$652,624	\$57,408	\$595,217	\$0	Realco Wrecking was issued a Notice To Proceed on June 2, 2021. Contract duration is 180 days. Realco Wrecking has removed the large warehouse building and the smaller wood frame house, and is preparing to remove the final smaller block warehouse building.
4	C-1671	August Drive Sheet Pile Wall Replacement	Poseidon Dredge & Marine, Inc.	August Drive Sheet Pile Wall Replacement	\$2,276,305	\$46,402 Last CO #03 05/27/21	\$2,322,707	\$2,281,247	\$41,460	\$0	Poseidon Dredge & Marine, Inc has been awarded the contract to replace the sheetpile walls at the August Drive Bridge. Change Order #3 added additional demolition of concrete wing walls. The sheet pile has been installed on both sides of the bridge. PD&M is has finalized the tie-backs, cathodic protection and the approach slabs. They are finalizing guardrails and preparing to demobilize.
5	AE-1611A	Pile Cap & Beam Rehab - TMT	HDR Engineering, Inc.	Design Services for Pile Jacket Program	\$141,569	\$71,200 Last CO #01 01/19/21	\$212,769	\$162,276	\$50,493	\$0	HDR Engineering provided design services and is providing Services During Construction for the pile jacket repair project at Berth 4 at TMT.
	MC-1611		Underwater Mechanix, Inc	Facilities Wide Underwater Pile Cleaning Berth 5	\$867,800	\$486,200 Option Yr 2	\$1,354,000	\$271,447	\$1,082,553	\$0	
	C-1611		Underwater Mechanix, Inc	TMT Pile Jacket Repair - Berth 4	\$630,299	\$258,520 CO #2 07/15/21	\$888,819	\$841,458	\$47,361	\$0	Underwater Mechnix, Inc. was awarded the contract to provide pile jacket repairs at TMT Berth 4. CO #1 added an additional 66 LF of pile jackets required after demo was completed. Materials have been received and UMX is proceeding with the installation of the jackets.
	AE-1780		JACOBS Engineering Group	Engineering Inspection & Design Services Pile Jacket Repairs Berth 5	\$143,950	\$0	\$143,950	\$24,386	\$119,564	\$0	JACOBS was directed to design the pile jacket repairs on Berth 5 on May 25, 2021. They will start inspection and design of repairs after Underwater Mechanix cleans the pile.

Board of Directors Meeting - R2021-12-01 Engineering and Construction Update

No.	Contract Number	Project Description	Vendor	Scope	Original Contract Amt. (\$)	Approved Change Orders To	Total Contract as Amended	Payments to Date	Work Remaining To Invoice	Proposed Change Orders	Remarks
6	AE-1742	Bartram Island Cell C Expansion Design/Permitting	Taylor Engineering, Inc.	Bartram Island DMMA Cell C Concept Development Design & Permitting	\$854,134	\$85,668 Last CO #04 08/25/21	\$939,802	\$885,261	\$54,540	\$0	Taylor Engineering has completed surveys and geotechnical investigation. Plans have been completed. FDEP permit has been obtained. Gopher Tortoise relocation agreement has been executed and permit for FWC has been applied for and awaiting
7	AE-1772	Container Terminal Upgrades - SSA	AECOM Technical Services	Program Management & Inspection Svcs for C-1772 SSA Container Yard Improvements	\$3,215,597		\$3,215,597	\$0	\$3,215,597	\$0	Program management services are being performed as the contractor is preparing for mobilization. Initial mobilization started at the end of November.
	C-1772		Superior Construction Company Southeast, LLC	SSA JCT Container Yard Improvements	\$48,876,120		\$48,876,120	\$0	\$48,876,120		Contractor mobilization has begun and Work trailer/Field Office being established. Material stockpile of limerock start Dec. 3.

Financial Highlights

October 2021

We begin fiscal 2022 slightly behind plan for the month. Container Revenue at \$2.322 million is short of budget by \$166 thousand and short of prior year by \$46 thousand. Our two largest Puerto Rico carriers reported very strong numbers while international carriers were both off target. Autos at \$1.176 million are also short of plan by \$93 thousand and \$176 thousand less than same period last year. Auto manufacturing worldwide continues to be problematic. As a result, vehicle imports are weak. JAXPORT reported 39,111 vehicles for the month, under plan by 35% and 36% compared to same period last year. Because monthly rent payments make up the largest share of Auto Revenues, our revenues generated from auto processors were off only 7% from budget. Break Bulk at \$496 thousand is \$151 thousand ahead of plan, a bright spot for the month. This result is attributable to the change in ownership of the Talleyrand Break Bulk terminal which has brought about much improved performance. We reported \$7.7 thousand Cruise Revenue, the result of a small ship making a call at JAXPORT. We look forward to Carnival restarting their JAXPORT sailing on March 7, 2022.

EXPENSES

All controllable Operating Expenses are under plan for the month. We expected and budgeted for a large dredge at the Talleyrand terminal in September. Due to the dredger's schedule, that event was postponed until October. The result is a \$1.6 million Berth Maintenance Dredge expense in the first month of the fiscal year causing a \$916 thousand unfavorable Expense variance. This is a timing issue and we expect to be within budget as the year progresses.

After Non-Operating Income and Expenses, JAXPORT reports Income Before Depreciation of (\$152 thousand). This is \$1.1 million short of plan, the result of the maintenance dredge expense.

BALANCE SHEET

The Balance Sheet remains stable. We closed the month with \$16.9 million in Cash. We added \$9 million of American Recovery Plan Act Grant money received from the FDOT to our Restricted Cash for Capital Projects Account. These funds (which replaced lost revenue due to the pandemic) will be used to fund new capital projects. Over the course of the next several months, we will be prioritizing potential projects.

We reduced our Short-Term Borrowings at the City by another \$2.3 million with reimbursement from the FDOT for the Harbor Dredging project. This brings the balance to \$22.7 million. We are on track to fully repay this debt by year-end.

CONCERNS

Global supply chain problems continue to constrict our revenue growth, particularly in the Auto segment. We will be monitoring this area closely and adjusting expenses as necessary.

Summary Strategic Plan Dashboard September 2021	Progress during quarter	Overall Progress toward Long Term Goal
Expand Container Business		On Target
Expand Vehicle Capacity and Volume		On Target
Expand Break Bulk Business Line		On Target
Acquire Additional Land in Proximity to the Port		Stalled
Complete Harbor Deepening		On Target
Create Revenue from All Property Owned		On Target
Rebuild Cruise Business Line		Stalled
Invest in Technology Solutions that Improve Efficiency of Port Operations		On Target
Prioritize Investment in Infrastructure, Equipment and Facilities		On Target
Build on our Core Competencies		On Target

VITAL STATISTICS

OCTOBER FY22 - Cargo Performance

CARGO INDICATORS

	Current Month			VARIANCE		YEAR-TO- DATE			VARIANCE	
	Actual	Budget	Prior	Budget	Prior	Actual	Budget	Prior	Budget	Prior
Vessel Calls	118	119	136	-1%	-13%	118	119	136	-1%	-13%
Total Tons	780,723	868,612	912,462	-10%	-14%	780,723	868,612	912,462	-10%	-14%
Total Revenue	\$4,526,954	\$4,713,056	\$4,795,400	-4%	-6%	\$4,526,954	\$4,713,056	\$4,795,400	-4%	-6%

OPERATING REVENUE / STATISTICS

	Current Month			VARIANCE		YEAR-TO- DATE			VARIANCE	
	Actual	Budget	Prior	Budget	Prior	Actual	Budget	Prior	Budget	Prior
Container Revenue	\$2,322,279	\$2,488,061	\$2,368,798	-7%	-2%	\$2,322,279	\$2,488,061	\$2,368,798	-7%	-2%
Container TEU's	106,888	113,239	126,693	-6%	-16%	106,888	113,239	126,693	-6%	-16%
ICTF Rail Lifts	2,473	1,500	1,326	65%	87%	2,473	1,500	1,326	65%	87%
Auto Revenue	\$1,175,681	\$1,268,377	\$1,351,781	-7%	-13%	\$1,175,681	\$1,268,377	\$1,351,781	-7%	-13%
Auto Units	39,111	60,306	60,837	-35%	-36%	39,111	60,306	60,837	-35%	-36%
Military Revenue	\$47,455	\$83,177	\$180,869	-43%	-74%	\$47,455	\$83,177	\$180,869	-43%	-74%
Breakbulk Revenue	\$495,758	\$344,452	\$332,842	44%	49%	\$495,758	\$344,452	\$332,842	44%	49%
Breakbulk Tons	93,389	63,966	66,553	46%	40%	93,389	63,966	66,553	46%	40%
Liquid Bulk Revenue	\$166,573	\$124,243	\$115,266	34%	45%	\$166,573	\$124,243	\$115,266	34%	45%
Liquid Bulk Tons	45,868	35,845	41,150	28%	11%	45,868	35,845	41,150	28%	11%
Dry Bulk Revenue	\$140,997	\$173,184	\$140,821	-19%	0%	\$140,997	\$173,184	\$140,821	-19%	0%
Dry Bulk Tons	34,030	67,500	47,564	-50%	-28%	34,030	67,500	47,564	-50%	-28%
Cruise Revenue	\$7,683	\$0	\$0	0%	0%	\$7,683	\$0	\$0	0%	0%
Cruise Passengers	54	0	0	0%	0%	54	0	0	0%	0%
Total Cargo Revenue	\$4,356,426	\$4,481,494	\$4,490,378	-3%	-3%	\$4,356,426	\$4,481,494	\$4,490,378	-3%	-3%
Other Revenue	\$170,527	\$231,562	\$305,022	-26%	-44%	\$170,527	\$231,562	\$305,022	-26%	-44%

Jacksonville Port Authority
Comparative Income Statement (Unaudited)
October FY2022

	Current Month Actual	Current Month Budget	Budget Variance	Prior Year Month Actual	Current YTD Actual	Current YTD Budget	Budget Variance	Prior Year YTD Actual
OPERATING REVENUES								
CONTAINERS	2,322,279	2,488,061	(165,782)	2,368,798	2,322,279	2,488,061	(165,782)	2,368,798
AUTOS	1,175,681	1,268,377	(92,696)	1,351,781	1,175,681	1,268,377	(92,696)	1,351,781
MILITARY	47,455	83,177	(35,722)	180,869	47,455	83,177	(35,722)	180,869
BREAK BULK	495,758	344,452	151,306	332,842	495,758	344,452	151,306	332,842
LIQUID BULK	166,573	124,243	42,330	115,266	166,573	124,243	42,330	115,266
DRY BULK	140,997	173,184	(32,187)	140,821	140,997	173,184	(32,187)	140,821
CRUISE	7,683	-	7,683	-	7,683	-	7,683	-
OTHER OPERATING REVENUE	170,527	231,562	(61,035)	305,022	170,527	231,562	(61,035)	305,022
TOTAL OPERATING REVENUES	4,526,954	4,713,056	(186,102)	4,795,400	4,526,954	4,713,056	(186,102)	4,795,400
OPERATING EXPENSES								
SALARIES & BENEFITS	1,485,325	1,543,414	(58,088)	1,503,156	1,485,325	1,543,414	(58,088)	1,503,156
SERVICES & SUPPLIES	392,429	412,401	(19,972)	315,091	392,429	412,401	(19,972)	315,091
SECURITY SERVICES	381,266	450,181	(68,915)	370,787	381,266	450,181	(68,915)	370,787
BUSINESS TRAVEL AND TRAINING	10,329	48,065	(37,736)	14,668	10,329	48,065	(37,736)	14,668
PROMO,ADV,DUES & MEMBERSHIPS	45,040	61,193	(16,153)	38,465	45,040	61,193	(16,153)	38,465
UTILITY SERVICES	50,786	65,162	(14,376)	57,991	50,786	65,162	(14,376)	57,991
REPAIRS & MAINTENANCE	167,150	173,122	(5,972)	98,376	167,150	173,122	(5,972)	98,376
CRANE MAINTENANCE PASS THRU	(31,132)	(37,500)	6,368	(32,079)	(31,132)	(37,500)	6,368	(32,079)
BERTH MAINTENANCE DREDGING	1,586,684	444,596	1,142,088	517,681	1,586,684	444,596	1,142,088	517,681
MISCELLANEOUS	2,974	13,595	(10,621)	22,663	2,974	13,595	(10,621)	22,663
TOTAL OPERATING EXPENSES	4,090,850	3,174,229	916,622	2,906,799	4,090,850	3,174,229	916,622	2,906,799
OPERATING INC BEFORE DS AND DEPR	436,104	1,538,827	(1,102,724)	1,888,601	436,104	1,538,827	(1,102,724)	1,888,601
NON OPERATING INCOME								
INVESTMENT INCOME	758	725	33	1,257	758	725	33	1,257
SHARED REVENUE FROM CITY	816,075	803,516	12,559	847,607	816,075	803,516	12,559	847,607
TOTAL NON OPERATING ITEMS	816,834	804,241	12,593	848,864	816,834	804,241	12,593	848,864
NON OPERATING EXPENSE								
DEBT SERVICE	1,402,310	1,402,310	-	1,361,450	1,402,310	1,402,310	-	1,361,450
OPERATING GRANTS - SECURITY	-	(6,120)	6,120	-	-	(6,120)	6,120	-
CRANE RELOCATION	-	-	-	95,000	-	-	-	95,000
OTHER NON OP EXPENSE	2,728	428	2,300	2,390	2,728	428	2,300	2,390
TOTAL NON OPERATING EXPENSE	1,405,038	1,396,618	8,420	1,458,840	1,405,038	1,396,618	8,420	1,458,840
INCOME BEFORE DEPRECIATION	(152,101)	946,450	(1,098,551)	1,278,625	(152,101)	946,450	(1,098,551)	1,278,625

Jacksonville Port Authority
Balance Sheet (in thousands)
At October 31, 2021

	<u>October 31, 2021</u>	<u>September 30, 2021</u>
Current Assets		
Cash & cash equivalents	16,926	17,004
Restricted cash & cash equivalents	9,359	8,149
Accounts receivable, net	6,241	7,150
Notes and other receivables	676	495
Grants receivable	24,154	26,492
Inventories and other assets	2,144	1,773
Total Current Assets	59,500	61,063
Noncurrent Assets		
Restricted cash & cash equivalents	15,913	15,917
Restricted Cash for Cap Projects	9,751	345
Deferred outflow of resources	10,889	10,919
Capital Assets, net	849,412	850,104
Total Noncurrent Assets	885,965	877,285
Total Assets	945,465	938,348
Current liabilities		
Accounts payable	1,967	2,702
Construction accounts payable	1,888	1,784
Accrued expenses	489	1,066
Accrued interest payable	3,429	2,928
Retainage payable	1,382	1,382
Unearned Revenue	6,987	6,987
Bonds and Notes Payable	7,163	7,163
Total Current Liabilities	23,305	24,012
Noncurrent liabilities		
Unearned Revenue	120,952	120,952
Accrued Expenses	3,201	3,201
Line of credit	15,479	15,479
Bonds and notes payable	214,784	214,800
Short Term Borrowings - COJ	22,700	25,000
Other Obligations	8,537	8,537
Net Pension Liability	18,069	18,069
Deferred inflow of resources	1,461	1,461
Total Non Current Liabilities	405,183	407,499
Total Liabilities	428,488	431,511
Net Position	516,977	506,837



COMMERCIAL

REPORT

JAXPORT BOARD MEETING
December 2021

COMMERCIAL OVERVIEW

CONTAINER

- Demand > Vessel capacity
- Near-term capacity additions:
 - AL3 weekly service
 - Charter Vessels

BREAKBULK

- Strong start; monthly fluctuations
- Long-term: more warehouse space

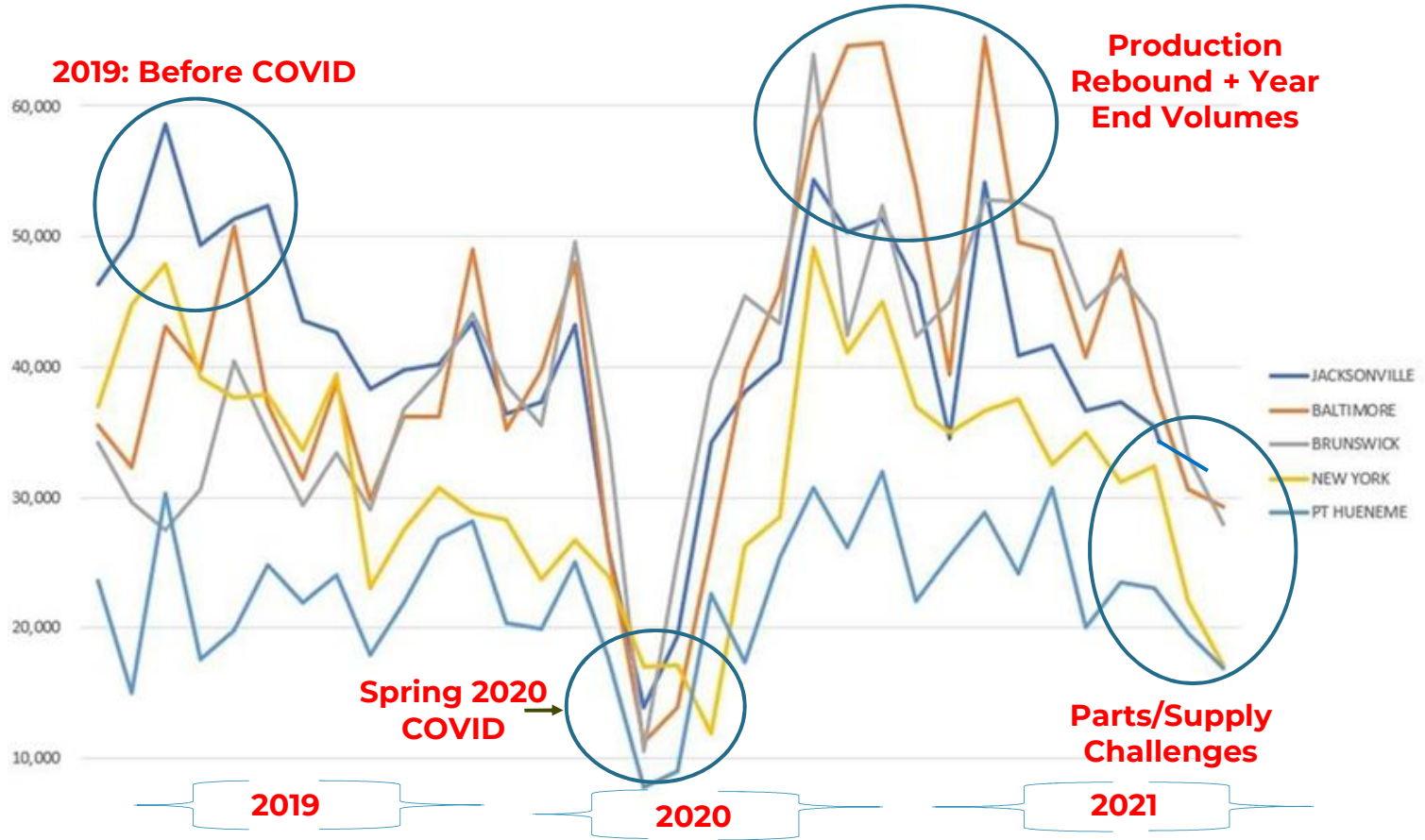
VEHICLES

- Supply Chain disruptions



PASSENGER VEHICLE UNITS, TOP 5 U.S. PORTS

(Jan. 2019 – Oct. 2021) Data Source: PIERS



NEW BUSINESS EXAMPLES

NEW BUSINESS	CARGO TYPE	NOTES
PROJECT FUTON	Containers	Furniture importer shifting volumes to JAXPORT from another port.
PROJECT BUILD	Containers	Imports of building materials e.g. stone, brick, concrete mix from Europe
PROJECT CHEMISTRY	Containers	Containerized imports of industrial chemicals from India
PROJECT PROTEIN	Containers	Exports of frozen poultry to Caribbean
PROJECT CUE	Breakbulk	Exports of paperboard to Central and South America.



COMMERCIAL REPORT

JAXPORT BOARD MEETING
December 2021

Item No. 5

AC2021-11-30-05

DPMT Shoreline Protection
JPA Project No.: D2022.01
Taylor Engineering
\$151,167

JPA Contract No.: AE-1806

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

Item No. 6

AC2021-11-30-06

Transition Switch Replacement
JPA Project No.: G2021.04
CDW-G
\$148,865

JPA Contract No.: IT-1753B

Warranty: 5 year limited

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

(Items 1 – 3 Requires Board Approval)

The meeting was adjourned at 11:31 AM.



Memorandum

To: Board of Directors
From: Eric B. Green, CEO
Date: November 16, 2021
Re: Emergency Procurement - November 2021

The purpose of this memo to provide notice of an Emergency Procurement that occurred in November 2021.

ITEM DESCRIPTION: Removal of shore power plugs at the 4840-shore power pit and replacement with direct burial and waterproof connections.

COMPANY: Miller Electric Company

COST: \$10,500 (NTE)

PURPOSE: Issue with water intrusion into the shore power pit that feeds cranes 10776 & 10777. This has caused water to get into the 13.2 kV shore power plugs and trip the breaker inside the Switch Gear building. Both cranes have been down while pits have been pumped out and awaiting repair.

CAUSE: Water intrusion and submerging of the plugs due to high tides and rain

CORRECTIVE ACTION: Technical corrective action is to design a better connection point between the Switch Gear building and cranes. To minimize operational and financial risk, the technical specifications are being assembled to create a maintenance and repair services request for proposal for a high voltage electrical vendor with ready availability to JAXPORT



MILLER ELECTRIC COMPANY
Powering the Possibilities

PO Box 1799 (32201)
6805 Southpoint Parkway
Jacksonville, FL 32216
TOLL FREE: 800.554.4761
FAX: 904.389.8653
www.mecojax.com

November 9, 2021

Jaxport

5945 William Mills St.
Blount Island Marine Terminal
Jacksonville, FL 32226

Re: Crane Feeder Repair

Gentlemen,

We are pleased to submit our Proposal to furnish labor, supervision, tools and materials for the electrical installation on the above referenced project as per our site visit.

Our price includes and is based on the following:

Inclusions:

1. Our price is based on work being performed during normal working hours and premium working hours as discussed.
2. All work will be performed in strict accordance with NFPA 70E, Miller Electric Safety Policy, OSHA 29CFR1910.333 and OSHA 29CFR1926.416.
3. Relocate feeders from current location to lower breaker as discussed.
4. Remove plug on existing crane feeder cable.
5. Install loadbreak elbows on existing cable.
6. Re-energize circuit.

Our Time and Material Price not to exceed for this work is in the amount of..... \$10,500.00

We appreciate the opportunity to submit our proposal and look forward to working with you on this and any other projects you may have in the future.

Regards,

MILLER ELECTRIC COMPANY

James Knowles

James Knowles
Project Manager



PROCEDURES AND GUIDELINES

STATEMENT OF EMERGENCY
REQUEST FOR EMERGENCY PROCUREMENT

Date: November 09, 2021 Date / Time Emergency Occurred: November 08, 2021 @ 09:00 Cost Center: 177

General description of item/services required: Removal of shore power plugs @ the 4840-shore power pit. Power from switch gear building to the crane will be attached in manner that is water proof as we have an issue with water intrusion and submerging of the plugs. This was caused by high tides and rain

Suggested Sources: Miller Electric

What is maximum time available to obtain item/services? Tasks need completion no later than November 12, 2021

Justification for Emergency Purchase: Need to have electric cranes in proper working order (breakers tripping) and prevention of permanent damage to the cranes, switch gear building, and conductors. This repair removes the plugs and a direct burial, waterproof connection will be made. Miller Electric is also under contract for permanent repairs in the near future at these shore power pits. Repairs being made now sustains the ability of the cranes to function and prevents possible damages until the permanent repair is completed.

Vendors contacted for quotes: Miller Electric

What action can be taken to prevent this emergency in the future? The repairs recommended and a better designed connection point between the Switch Gear building and cranes

Requested by: Christopher Good Department Manager Approval: Christopher Good

Next Level Director: Frederick P. Wong Jr.
Frederick P. Wong Jr. (Nov 15, 2021 16:32 EST)

Purchase Order Number: _____ Amount: \$ NTE \$10,500

Vendor Number: _____ Vendor Name: Miller Electric

Corrective action taken to prevent future emergencies: _____

Approved by: Lisa Gee
Lisa Gee (Nov 16, 2021 09:56 EST)
Director, Procurement & Contract Services

Date: Nov 16, 2021

Approved by: Eric B. Green
Eric B. Green (Nov 16, 2021 10:06 EST)
Chief Executive Officer

Date: Nov 16, 2021

ALL EMERGENCY PURCHASES WILL BE APPROVED IN ACCORDANCE WITH FORMAL -INFORMAL BID THRESHOLDS
ESTABLISHED ON SECTION 3-104 -12

Form effective May 24, 2012



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MILLER ELECTRIC COMPANY

James Knowles

James Knowles
Project Manager



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November 9, 2021

Jaxport

5945 William Mills St.
Blount Island Marine Terminal
Jacksonville, FL 32226

Re: 2021-2022 Rates for Miscellaneous Time & Material Projects Jacksonville, FL.

Mr. Michael Becker,

We are pleased to submit our Time and Material rates for electrical work to be performed for Jaxport on Miscellaneous projects located in Jacksonville, Florida.

The following rates will be effective until November 30, 2022.

Monday through Friday from 7:00 a.m. until 3:30 p.m. would be billed at the straight time rate. All time outside of these hours would be billed at the premium time rate with the exception of holidays. All work performed on holidays or days celebrated as such would be billed at the double time rate.

<u>Classification</u>	<u>Labor Rate Straight Time</u>	<u>Labor Rate Time & One-Half</u>	<u>Labor Rate Double Time</u>
General Foreman	86.90	118.31	149.73
Foreman	78.82	106.38	133.93
JW	71.31	95.27	119.23
CE 3	43.07	59.22	75.37
CE 2	40.66	55.65	70.65
CE 1	38.25	52.09	65.93
CW 4	35.03	47.33	59.64
CW 3	33.42	44.95	56.49
CW 2	31.01	41.39	51.77
CW 1 (B)	28.59	37.82	47.05
CW 1 (A)	25.06	34.29	43.52
Apprentice 5	52.35	71.53	90.70
Apprentice 4	47.34	64.11	80.88
Apprentice 3	42.33	56.71	71.09
Apprentice 2	39.82	53.00	66.18
Apprentice 1	37.31	49.29	61.27

- Miller Electric Trucks will be billed at \$12.00 per hour.
- Material – invoice amount plus 15% markup.
- 3rd Party Rental Equipment – invoice amount plus 15% markup.
- Subcontractor – invoice amount plus 15% markup.



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All company owned tools are included in our rates. We appreciate the opportunity to submit these rates and look forward to continuing this work for you.

Regards,
MILLER ELECTRIC COMPANY

James Knowles

James Knowles
Project Manager