Board of Directors Meeting

March 22, 2021 09:00 AM

R2021-03-04 Commercial Highlights



Robert Peek

Agenda Topic	Presenter
Agenda	
I. Pledge of Allegiance/Moment of Silence	Daniel Bean
II. Approval of Minutes Board of Directors Meeting Minutes - February 22, 2021	Chairman Shelton
III. Public Comments	
IV. Presentation	
Milestone: Roy Crumpler, Crane Tech II - 10 years	Fred Wong
V. New Business	
AC2021-03-01 TMT Westrock Building Demolition Realco Recycling, Co., Inc.	James Bennett
AC2021-03-02 Rehabilitate Underdeck Concrete - Phase 4 Southern Road & Bridge, LLC	James Bennett
BD2021-03-01 USACE Agreement for DMMA Maintenance/Capacity Creation	James Bennett
BD2021-03-02 Portus Lease Amendment - Thirteenth Amendment	Linda Williams
BD2021-03-03 SSA Lease Agreement - First Amendment	Linda Williams
VI. CEO Update	Eric Green
VII. Reports	
R2021-03-01 Engineering and Construction Update	James Bennett
R2021-03-02 Financial Highlights by Beth McCague	Info Only
R2021-03-03 Financials/Vital Statistics	Mike McClung

- VIII. Miscellaneous
- A. Awards Committee Meeting Minutes March 17, 2021
- B. Emergency Purchases None
- C. Unbudgeted Transactions None
- IX. Adjourn Chairman Shelton

The next Board of Directors meeting is scheduled for Monday, April 26, 2021 @9:00AM at the Cruise Terminal, 9810 August Drive, Jacksonville, FL 32226.



Minutes for Board of Directors Meeting

02/22/2021 | 09:00 AM - 10:15 AM - Eastern Time (US and Canada) 2831 Talleyrand Avenue, Jacksonville, FL 32206

Board Members Attending:

Ms. Wendy Hamilton, Vice Chair

Mr. Palmer Clarkson, Treasurer

Mr. Daniel Bean, Secretary

Mr. Ed Fleming, Member

Dr. John Allen Newman, Member

Mr. Jamie Shelton, Chairman - Absent

Other Attendees:

Mr. Fred Wong, Chief Operating Officer

Ms. Beth McCague, Chief Financial Officer

Ms. Linda Williams, Chief, Adm. & Corporate Performance

Mr. Robert Peek, Director & GM, Business Development

Mr. James Bennett, Sr. Director, Engineering & Construction

Mr. Mike McClung, Director of Finance

Mr. Nick Primrose, Chief, Regulatory Compliance

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,

February 22, 2021 at the Port Central Office Building, 2831 Talleyrand Avenue, Jacksonville, Florida. Vice Chairwoman Wendy Hamilton called the meeting to order at 9:00 a.m. and welcomed all attendees. She informed the Board that Chairman Jamie Shelton had a scheduling conflict so he asked her to conduct this meeting. She also informed the Board that CEO Eric Green was unable to attend this meeting as well, so COO Fred Wong would be delivering the CEO update.

Pledge of Allegiance/Moment of Silence

Board Member Palmer Clarkson led the audience in the Pledge of Allegiance and a moment of silence.

Approval of Minutes

Vice Chairwoman Hamilton called for approval of the January 25, 2021 Board of Directors Meeting Minutes. After a motion by Mr. Fleming 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 New Business.

New Business

AC2021-02-01 Services During Construction Wharf Rehabilitation Phase II at BIMT - HDR Engineering, Inc.

Mr. James Bennett presented this submission seeking Board approval of the issuance of Change Order No. 2 to HDR Engineering, Inc. for services during construction wharf rehabilitation phase II at BIMT in the amount of \$801,800.00. The total amount of the contract including Change Order No. 1 and 2 will be \$2,641,478.78.

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

BD2021-02-01 FDOT Public Transportation Grant Agreement for Talleyrand Marine Terminal Cargo Improvements

Mr. James Bennett presented this submission seeking Board approval of executing a Public Transportation Grant Agreement between the Florida Department of Transportation (FDOT) and JAXPORT for state funding in FDOT FY2021 for the Talleyrand Marine Terminal cargo improvements initiative.

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

BD2021-02-02 FY2020 Audited Financial Statements

Ms. Beth McCague presented this submission for Board approval to accept the FY2020 clean opinion of JAXPORT's audited financials prepared by RSM US, LLP.

Vice Chairwoman Wendy Hamilton stated that the Audit Committee met earlier this morning. She called on Audit Committee member Palmer Clarkson to share some of the highlights of this meeting.

Minutes for Board of Directors Meeting | 2

Mr. Clarkson stated that it is very unusual to have such a clean, unadjusted audit and that it is quite an accomplishment from the employees and leadership at JAXPORT. He stated that he believes the Board should wholeheartedly approve this audit, and he thanked the Finance Team for an outstanding job.

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

BD2021-02-03 U.S. Department of Transportation (USDOT) Grant Agreement Under FY2019 BUILD Transportation Grant Program

Ms. Beth McCague presented this submission for Board approval of the acceptance of a BUILD grant from the USDOT in the amount of \$20,000,000.00. This grant will assist with the buildout of the SSA International Cargo Terminal Modernization Project at Blount Island.

Mr. Mark Knudsen, SSA President and Mr. Ari Steinberg, SSA's VP of Project Engineering & Implementation, video conferenced into the meeting to give a project update to the Board on the SSA Jacksonville Container Terminal. Mr. Knudsen stated that the BUILD grant is a huge help in making this terminal come together. He stated that SSA appreciates the opportunity to take advantage of the federal grant. Mr. Steinberg stated that the project includes expanding the facility from 50 acres to 93 acres, repaving the terminal to allow stacked container operations, and installing new truck gates. SSA will be responsible for overseeing the project and will submit confirmation of its compliance with federal guidelines to JAXPORT. This project is expected to create 4,988 direct induced and indirect additional jobs per consultant John Martin.

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

CEO Update

COO, Fred Wong, presented the CEO update on behalf of CEO Eric Green who was not able to attend the Board meeting. He stated that the JAXPORT family unfortunately experienced three losses over the past month. There was an accident at Blount Island that resulted in the death of Kim Abdul, an ILA union employee, who was working for one of the port's tenants. Mr. Wong stated that JAXPORT continues to work with its port partners, including all labor unions, to do everything possible to protect JAXPORT's users and stakeholders to promote a culture of safety. The second loss was one of JAXPORT's own employees, Project Manager Robert Kretzschmar who passed away unexpectedly this month. Finally, Seafarers International Union foreman Tony Brown died suddenly at the end of his shift at Blount Island. JAXPORT again sends condolences to the families who lost their loved ones.

As to the business side, Mr. Wong stated that January was a solid month and the port continues to see volumes rebound from the pandemic. Four months into this fiscal year, the port is doing well in containers and autos. Activity in both cargo types are up over the first quarter of last year which was prior to the pandemic.

Mr. Wong stated that the executive and senior teams have been engaged in regular calls with ocean carriers and developers. These businesses are eagerly anticipating the completion of the port's harbor deepening project in 2022. He stated that the port continues to see tremendous interest as decision makers from the industry see JAXPORT getting closer to completion of the deepening project.

Mr. Wong stated that JAXPORT celebrated another clean-fuel milestone. Port partners JAX LNG and TOTE Services completed their first ship-to-ship bunkering of a foreign flagged vessel at Blount Island. They utilized North America's first LNG bunker barge named Clean Jacksonville. Clean Jacksonville fueled a new LNG-powered Ro/Ro ship operated by Siem Car Carriers. This vessel, and her sister ship, are among the world's most eco-friendly ships of their kind, and both regularly call on JAXPORT. This is another milestone in the evolution of Jacksonville being a global leader in the use of LNG as a clean marine fuel.

Mr. Wong informed the Board that JAXPORT will host its third Small Business Appreciation Day on March 24. This event will be virtual and it provides Northeast Florida small businesses with free training and resources. It also connects small businesses with contract opportunities at JAXPORT and at other public agencies in Jacksonville.

Mr. Wong stated that JAXPORT will participate in the Propeller Club's annual state of the port event on February 23. He stated that nearly 800 people from the industry have registered for this virtual event. Chairman Jamie Shelton and CEO Eric Green will discuss details about JAXPORT's new Strategic Master Plan. This plan serves as JAXPORT's roadmap to success over the next five years. Mr. Wong then presented a sneak peek of the video put together by JAXPORT's communication and marketing team that will air during the event. This portion of the video looks back at how JAXPORT navigated through 2020.

In conclusion, Mr. Wong stated that the port is grateful for all of the port workers who have kept cargo moving throughout the pandemic. He also thanked the communications team for putting the video together.

Reports

R2021-02-01 Engineering and Construction Update

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

R2021-02-02 Financial Highlights by Beth McCague

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

R2021-02-03 Financials/Vital Statistics

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

R2021-02-04 Commercial Highlights

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

Miscellaneous

There were no emergency purchases or unbudgeted transactions.

Adjourn

There being no further business of the Board, the meeting adjourned at 10:15 a.m.

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

Reference No.		File	Date
SUBJECT: TMT Westrock I JPA Project No. Realco Recyclin	: T2020.01 JF	PA Contract No.: C-172	28A
COST: \$606,570	⊠ BUDGETED	□ NON-I	BUDGETED
BACKGROUND:			
demolish and remove all build	ings, structures, found g of the following site	lations and utilities, and	g and supervision necessary to to perform clearing, grubbing, se, 2) JSO House, 3) 19 th Street
aforementioned services. On Markealco Recycling Co., Inc., ER Dismantling Services, LLC, C Holdings Group, LLC, Wargo Wrecking. After review of the company	arch 5, 2021, Procurer RS Corp, Cross Constr GSD Trading USA, I Enterprises, Jimco Si conforming bids, it is the	nent Services received the ruction Service Inc., Bu nc., Pars Construction ite Services, Hager Con the recommendation of the	censed contractors to provide the irteen (13) conforming bids from rkhalter Wrecking, Inc., Apollo Services, LLC, Environmental astruction Company, and Alpha he Engineering and Construction red the lowest, responsive and
EXPENSE CATEGORY:			
☐Renewal of existing ser	vices		
\Box Replacement (end of lif	e) or upgrade of equipr	nent	
☐Related to new opportun	nity		
⊠Related to or part of cap	o-ex strategy		
This is a budgeted capital item for	or FY21 and will be fur	nded 50% with FDOT fu	nds and 50% with JPA funds.
FINANCIAL:			
Available Budget (F Proposed Expense: Remaining Balance:	\$ 606,57	<u>0</u>	
RECOMMENDATION:			
Co., Inc. for TMT Westrock I \$486,870.00 for the Base Bid,	Building Demolition i \$100,000 for COJ Den r's Option No. 2 (19th)	n the lump sum amour mo C&D Allowance, \$4	f a contract to Realco Recycling at of \$606,570, which includes 5,900 for Owner's Option No. 1 63,900 for Owner's Option No. 3

	AC-2021-03-01
Once necessary approvals are obtained by the Award Officer is authorized to sign purchase orders, agreem	ds Committee Chairman, the Chief Executive nents or contracts for the Award.
Attachments: Realco Recycling Co., Inc. revised bid Unofficial Bid Results	I form dated 03/05/2021
ORIGINATED BY:	SUBMITTED FOR APPROVAL
James Bennett, Sr. Director, Engineering & Construction	Jacqueline R. Diptel Sport Jacquelor R. Class D-Asset Cold Tour Proceedings R. Class Glass Glass Glass Director, Procurement Services Jacqueline Glass, Director, Procurement Services
AWARDS COM	IMITTEE ACTION
APPROVED	REJECTED DEFERRED
Retta Rogers Conditions Committee Retta Rogers Condition Regard Conference Reports Confe	Frederick P. Wong Jr., Chairman to Awards Committee Signed by Robert Peek 03/17/21 Chairman Designee
CHIEF EXECUTIVE	E OFFICER ACTION
☐ APPROVED ☐ RE	EJECTED DEFERRED
CONDITIONS OF APPROVAL (IF ANY):	
	Eric B. Green, Chief Executive Officer
CONDITIONS OF APPROVAL (IF ANY):	
Date	Rebecca Dicks, Corporate Secretary
BOARD	DECISION
☐ APPROVED ☐ RE	EJECTED DEFERRED
CONDITIONS OF APPROVAL (IF ANY):	
Date	Board Chairman

"REVISED"

BID FORM

JAXPORT PROJECT NO.: T2020-01
JAXPORT CONTRACT NO.: C-1728A
TMT Westrock Buildings Demolition
Talleyrand Marine Terminal

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-1728A** at the following price:

Scope of Work: Project work shall be inclusive of yet not limited to all labor, materials, equipment, incidentals, testing and supervision necessary to demolish and remove all buildings, structures, foundations and utilities, and to perform clearing, grubbing, backfilling, leveling and grading of site as identified below:

- "Westrock Warehouse": Warehouse building located at 2002 E. 18th St. Jacksonville, FL 32206, as registered in the COJ Property Tax Office, Parcel # 113451-1005. This building has an area of approximately 244,031 SF (site/lot estimated area of 305,000 SF).
- Owner's Option 1 "JSO House": Residential house located at 2052 East 19th
 Street Jacksonville, FL 32206. This building has an estimated area of 1,000 SF
 (site/lot estimated area of 7,300 SF).
- Owner's Option 2 "19th Street Warehouse": Warehouse building located at 2040 East 19th Street Jacksonville, FL 32206. This building has an estimated area of 4,300 SF (site/lot estimated area of 12,600 SF).
- Owner's Option 3 "Old water pump house station lot": This is a lot with an
 estimated area of 9,600 SF located next to the "JSO house.

All permits, if required by any Authority having jurisdiction over the completion of this work are to be included. All surveys and layouts to perform this work shall be the contractor's responsibility. All testing as required by contract documents and engineering and industry standards are included.

Item Number	Description	Total Item Amount
1	Mobilization / Demobilization	\$ 10,000.00
2	General Requirements / Erosion Control / Miscellaneous	\$ 23,000.00
3	мот	\$ 3,000.00
4	Westrock Warehouse building demolition and removal in its entirety, including foundations, and site improvement works (backfilling, clearing, grubbing, leveling, grading of the whole lot) - See Scope of Work, Specifications and Drawings for details.	\$ 450,870.00
. SUM O	F ALL BASE BID LUMP SUM WORK (ITEMS 1 - 4)	\$ 486,870.00

"REVISED"

BID FORM

JAXPORT PROJECT NO.: T2020-01 JAXPORT CONTRACT NO.: C-1728A TMT Westrock Buildings Demolition Talleyrand Marine Terminal

В.	ALLOWANCE			
Item Number	Description	Total	al Item Amou	nt
5	Allowance: City of Jacksonville "Demolition C&D Debris" Permit Fee	\$	100,000	00.0
B. SUM O	F ALL ALLOWANCE (ITEMS 5)	\$	100,000	00.0
c.	SUM OF BASE BID A AND ALLOWANCE B			
c. sum o	F BASE BID A and ALLOWANCE B	\$		-
		-		
D.	OWNER'S OPTIONS	_		
Item Number	Description	Tota	al Item Amour	nt
6	Demolition and removal of JSO House in its entirety, including site improvement works (backfilling, clearing, grubbing, leveling, grading of the whole JSO House lot) - See Scope of Work, Specifications and Drawings for details.	\$ 4	900.00	
7	Demolition and removal of 19th Street Warehouse in its entirety, including foundations and site improvement works (backfilling, clearing, grubbing, leveling, grading of the whole 19th Street Warehouse lot) - See Scope of Work, Specifications and Drawings for details.	\$10,	,900.00	
8	Demolition and removal of all structures in the Old Water Tank & Pump House Station lot as specified in Scope of Work, Specifications and Drawings in its entirety, including foundations and site improvement works (backfilling, clearing, grubbing, leveling, grading of the whole Old Water Tank & Pump House Station lot) - See Scope of Work, Specifications and Drawings for details.	\$ 3	900.00	
o. sum c	F ALL OWNER'S OPTIONS WORK (ITEMS 6 - 8)	\$19,	700.00	
	BID SUMMARY			
LINEC	BASE BID and ALLOWANCE)	\$		
Name and Address of the Owner, where	F ALL OWNER'S OPTIONS WORK (LINE D)		,700.00	
TOTAL	BID AMOUNT (LINES E+F) Items 1 thru 8	\$		

Basis of Award:

THE AUTHORITY RESERVES THE RIGHT TO AWARD THIS CONTRACT TO THE LOWEST CONFORMING BIDDER, BASED ON THE TOTAL BASE BID AMOUNT WITH OR WITHOUT OWNER'S OPTIONS AND CONTINGENT WITH AVAILABILITY OF 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, the Jacksonville Port Authority (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 the Jacksonville Port Authority. JAXPORT will be the sole judge of which proposal will be in its best interest and its decision will be final.

JAXPORT reserves the right to award this contract to the bidder offering the lowest price

R/02/2021 C-1728A Jacksonville Port Authority "REVISED" BID FORM ADDENDUM NO. 02 Page No.: BF-2

"REVISED"

BID FORM

JAXPORT PROJECT NO.: T2020-01 JAXPORT CONTRACT NO.: C-1728A **TMT Westrock Buildings Demolition Talleyrand Marine Terminal**

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

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

releatione number	84		CGC055166
Telephone Number		Facsimile Numbe	r
Typed Name 904-757-7311		Title	
Authorized Signature Andrew Senesac - Pre	esident	Date Executed	
Mailing Address, if different from	n above	Dan	
Business Address	City	State	Zip Code
Firm 8707 Somers Road S	Jacksonville	, FL 32226	
AUTHENTICATION (see "Supple	emental Instructions	s to Bidders")	
Name of Contractor			
Realco Recycling Compa	ny, Inc.		
See also "Bid Contents and For	mat" section of the	"Supplemental Ins	structions to Bidders'
Addendum No. 4	, Dated:	Initials:	
Addendum No. 3	3, Dated:	Initials:	
Addendum No. 2	2, Dated: 2/24/202		
	., Dated: 02/11/202	21 Initials: AS	

ADDENDUM NO. 02

C-1728A

C-1728A_TMT WESTROCK BUILDINGS DEMOLITION	Realco Recycling Co Inc	ERS Corp	Cross Construction Service Inc.	Burkhalter Wrecking Inc	Apollo Dismantling Services LLC
Bid Open Time: 2:00 PM (EST)	jerry doherty	John Anderson, Jr.	Tyler Lillibridge	PJ Burkhalter	Paul DeFranks
Bid Open Date: MARCH 5, 2021	jerry@realcojax.com	ja.anderson@ersfl.com	Tyler.l@myccsfl.com	pjb@burkhalters.com	paul@apollodismant l e.com (716) 579-4357
BID BOND	Υ	Υ	Υ	Υ	Υ
COI FORM	Υ	Υ	Υ	Υ	Υ
PEC FORM	Υ	Υ	Υ	Υ	Υ
CCRSC FORM	Υ	Υ	Υ	Υ	Υ
BIDDER'S MINIMUM REQUIREMENTS	Υ	Υ	Υ	Υ	Υ
E-VERIFY	Υ	Υ	Υ	Υ	Υ
E-BUILDER	Υ	Υ	Υ	Υ	Υ
ADDENDUM NO. 01	Υ	Υ	Υ	Υ	Υ
ADDENDUM NO. 02	Υ	Υ	Υ	Υ	Υ
Description Quantity UoM	Total Cost	Total Cost	Total Cost	Total Cost	Total Cost
A. BASE BID					
1 Mobilization/Demobilization 1 EA	10,000.00	100,000.00	25,000.00	3,500.00	40,000.00
General Conditions/Erosion Control.Misc. 1 EA	23,000.00	9,900.00	55,000.00	7,300.00	25,000.00
3 MOT 1 EA	3,000.00	2,000.00	5,500.00	16,000.00	20,000.00
Westrock Warehouse Building Demolition and Removal in its entirety, etc.	450,870.00	388,100.00	420,000.00	536,650.00	503,116.00
A. BASE BID Cost Total	486,870.00	500,000.00	505,500.00	563,450.00	588,116.00
B. ALLOWANCE					
Allowance: COJ "Demo C&D Debris" \$100,000.00 Allowance for Permit Fee	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00
B. ALLOWANCE Cost Total	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00
C. SUM OF BASE BID (A) & ALLOWANCE (B)	586,870.00	600,000.00	605,500.00	663,450.00	688,116.00
D. OWNER'S OPTION					
6 Owner's Option 1 - JSO House 1 EA	4,900.00	4,000.00	5,300.00	3,465.00	6,000.00
7 Owner's Option 2 - 19th Street Warehouse 1 EA	10,900.00	8,000.00	15,755.00	12,185.00	24,000.00
8 Owner's Option 3 - Old Water Tank & Pump House Station Lot	3,900.00	2,500.00	8,100.00	4,800.00	6,000.00
D. OWNER'S OPTION Cost Total	19,700.00	14,500.00	29,155.00	20,450.00	36,000.00
BID SUMMARY					
E. Line C (Base Bid and Allowance - Items 1- 5)	586,870.00	600,000.00	605,500.00	663,450.00	688,116.00
G. Sum of Owner's Options (Items 6 - 8)	19,700.00	14,500.00	29,155.00	20,450.00	36,000.00
Total Base Bid Amount (Items 1 thru 8)	\$606,570.00	\$614,500.00	\$634,655.00		\$724,116.00

C-1728A_TMT WESTROCK BUILDINGS DEM	MOLIT	ION	GSD Trading USA, Inc.	Pars Construction Services, LLC	Environmental Holdings Group, LLC	Wargo Enterprises	
Bid Open Time: 2:00 PM (EST)	en Time: 2:00 PM (EST)		Paul Conway	April D. Campbell	Samuel Bo	Kevin Kelley	
Bid Open Date: MARCH 5, 2021			paul.conway@gsdcompanies.com	acampbell@pars-construction.com	sbo@ehgllc.com	kkelley@wargoent.net	
			(281) 459-1500	(904) 642-6144 (904) 527-1014			
BID BOND			Y	YYY		Υ	
COLFORM			Υ	Y	Υ	Υ	
PEC FORM			Y	Y	Υ	Υ	
CCRSC FORM			Υ	Y	Υ	Υ	
BIDDER'S MINIMUM REQUIREMENTS			Y	Y	Υ	Υ	
E-VERIFY			Υ	Υ	Υ	Υ	
E-BUILDER			Y	Y	Υ	Υ	
ADDENDUM NO. 01	Y Y Y		Υ				
ADDENDUM NO. 02			Υ	Y	Υ	Υ	
	ıantity	UoM	Total Cost	Total Cost	Total Cost	Total Cost	
A. BASE BID							
1 Mobilization/Demobilization	1	EA	250,000.00	99,800.00	27,490.00	45,000.00	
2 General Conditions/Erosion Control.Misc.	1	EA	25,000.00	64,584.00	105,750.00	25,000.00	
3 MOT	1	EA	15,000.00	12,000.00	24,300.00	20,000.00	
Westrock Warehouse Building Demolition and Removal in its entirety, etc.	1	EA	356,000.00	430,000.00	522,365.00	552,000.00	
A. BASE BID Cost Total			646,000.00	606,384.00	679,905.00	642,000.00	
B. ALLOWANCE							
Allowance: COJ "Demo C&D Debris" \$100,000.00 Allowance for Permit Fee			100,000.00	100,000.00	100,000.00	100,000.00	
B. ALLOWANCE Cost Total			100,000.00	100,000.00	100,000.00	100,000.00	
C. SUM OF BASE BID (A) & ALLOWANCE (B)			746,000.00	706,384.00	779,905.00	742,000.00	
D. OWNER'S OPTION							
6 Owner's Option 1 - JSO House		EΑ	7,500.00		4,480.00	7,800.00	
7 Owner's Option 2 - 19th Street Warehouse	1 E	EA	15,000.00	31,775.00	13,977.00	32,000.00	
Owner's Option 3 - Old Water Tank & Pump House Station Lot	1 E	EΑ	5,500.00	26,650.00	6,730.00	28,000.00	
D. OWNER'S OPTION Cost Total			28,000.00	70,725.00	25,187.00	67,800.00	
BID SUMMARY			20,000.00	70,725.00	20,107.00	01,000.00	
E. Line C (Base Bid and Allowance - Items	1-5)		746,000.00	706,384.00	779,905.00	742,000.00	
G. Sum of Owner's Options (Items 6 - 8)	,		28,000.00	·	25,187.00	67,800.00	
Total Base Bid Amount (Items 1 thru 8)			\$774,000.00		,	\$809,800.00	
. Time Date Dia / mile and fitterne i time of			Ψ11 -1 ,000±00	ψ171,100,00	Ψ000,002.00	Ψ000,000,00	

		LITION	Jimco Site Services	Total Wrecking & Envir,LLC	Hager Construction Company	ALPHA Wrecking
Bid Open Time: 2:00 PM (EST)			Walker Adams	Sandy Bodami	Kim Bochnia	Bob Pagano
Bid Open Date: MARCH 5, 2021			Walker@jimcositeservices.com	sabodami@tota wrecking.com	kim@hagerconstructioncompany.com	bobp@alphawrecking.com
·			(904) 826-0675		(904) 356-0908	(954) 587-3700
BID BOND			Y	Y	Y	Y
COLFORM			Υ	Υ	Y	Y
PEC FORM			Υ	Υ	Y	Y
CCRSC FORM			Y	Υ	Υ	Y
BIDDER'S MINIMUM REQUIREMENTS			Y	Υ	Υ	Y
E-VERIFY			Y	Υ	Y	Y
E-BUILDER			Y	Y	Y	Y
ADDENDUM NO. 01 ADDENDUM NO. 02			Y	Υ	Y	Y
	10	4.1.11.14	Υ	Υ	Y T-4-1-04	Y Tatal Cast
Description A, BASE BID	Quanti	ty UoM	Total Cost	Total Cost	Total Cost	Total Cost
1 Mobilization/Demobilization	T 1	T EA	20,000.00	20,400.00	79,748.00	178,000.00
2 General Conditions/Erosion Control.Misc.	+ +	EA	40,567.00		67,360.00	47,500.00
3 MOT	+ +	EA	5,000.00	13,200.00	8,000.00	5.000.00
Westrock Warehouse Building Demolition	† :	+	·	·	,	.,
and Removal in its entirety, etc.	1	EA	621,275.00	678,200.00	719,351.00	668,375.00
A. BASE BID Cost Total	-!	_	686,842.00	736,800.00	874,459.00	898,875.00
B. ALLOWANCE			,	<u> </u>	·	,
Allowance: COJ "Demo C&D Debris" \$100,000.00 Allowance for Permit Fee			100,000.00	100,000.00	100,000.00	100,000.00
B. ALLOWANCE Cost Total			100,000.00	100,000.00	100,000.00	100,000.00
C. SUM OF BASE BID (A) & ALLOWANCE (B)			786,842.00	836,800.00	974,459.00	998,875.00
D. OWNER'S OPTION						
6 Owner's Option 1 - JSO House	1	EA	12,100 <u>.</u> 00		12,656.00	4,650.00
7 Owner's Option 2 - 19th Street Warehouse	1	EA	28,700.00	25,542.00	25,334.00	13,350.00
Owner's Option 3 - Old Water Tank & Pump House Station Lot	1	EA	39,150.00	·	9,375.00	7,500.00
D. OWNER'S OPTION Cost Total			79,950.00	51,341.00	47,365.00	25,500.00
BID SUMMARY						
E. Line C (Base Bid and Allowance - It	ems 1-	5)	786,842.00	836,800.00	974,459.00	998,875.00
G. Sum of Owner's Options (Items 6 -			79,950.00	51,341.00	47,365.00	25,500.00
Total Base Bid Amount (Items 1 thru 8			\$866,792.00	\$888,141.00	\$1,021,824 . 00	\$1,024,375.00

Recording Secretary: Sandra Platt Open Secretary: Sandra Platt

Witness: Retta Rogers

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Witness: Jerrie Gunder, Contract Specialist Specialist

Page 3 of 3

Director, Procurement Services:

Jacquel
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NC-US
Episcoeline, glass@jexpot
Loon, O-JAXPORT,
OU-Procurenent,
ON-Jacqueline R. Glass
Dete 2021 03.11
17:09.52 - 45.00

Glass APPARENTLY CONFORMING

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

SUBJECT: Rehab	No.		File	Date
	ilitate Underdeck (oject No.: T2021. ern Road & Bridge,	02	- Phase 4 JPA Contract No.: C	
COST: 2,357,568	includes 10% con	tingency	⊠ BUDGETED	☐ NON-BUDGETED
BACKGROUND:				
				clusive of but not limited to providing 6,7 and 8 at the Talleyrand Marine
the aforementioned ser Southern Road & Brid	vices. On March 8 lge, LLC, Underway, it is the recommen	, 2021, Pro ter Mechai dation of t	curement Services rec nix Services, LLC and he Engineering Depart	and licensed contractors, to provide eived three (3) conforming bids from Proshot Concrete, Inc. After review tment to award a contract to Southern id.
EXPENSE CATEGOR	Y:			
☐ Renewal of ex	isting services			
⊠Replacement ((end of life) or upgr	ade of equ	ipment	
☐Related to nev	v opportunity			
☐Related to or j	part of cap-ex strate	gy		
This is a budgeted cap	tal item for FY21 a	nd will be	funded 75% with FDC	OT funds and 25% with JPA funds.
FINANCIAL:				
Available Proposed l 10% Conti Remaining	ingency:	\$2,775,9 \$2,143,0 \$ 214,0 \$ 418,0	<u>244</u> <u>324</u>	
RECOMMENDATION:				
Management recomme	ends that the Board	te – Phase	4 in the amount of \$2	ce of a contract to Southern Road & 2,143,244 with a contingency amount

			AC-2021-03-02
Once necessary approvals are obtained by th Officer is authorized to sign purchase orders,			
Attachments: Southern Road & Bridge, LLC Unofficial Bid Results	bid form dat	ed 03/08/2021	
ORIGINATED BY:		SUBMIT	TED FOR APPROVAL
James Bennett, Sr. Director, Engineering & Constru	action	Jacquel	Digital Signer Jacquebre R. Class DNC-US Elegantic description CUPPOCUMENT CM-Zacquebre R. Class State 20040043 13.48 4, 19.49.00
AWARE	OS COMMIT	TEE ACTION	13.48.41 -04.90
⋈ APPROVED	☐ REJI	ECTED	☐ DEFERRED
CONDITIONS OF APPROVAL (IF ANY):	_	1	
Retta Rogers Child Sevente englishance and Children and Child Sevente englishance and Children			g Jr., Chairman to Awards Committee Peek 03/17/21 Chairman Designee
CHIEF EXE	ECUTIVE OF	FICER ACTION	
☐ APPROVED	REJEC	TED	☐ DEFERRED
CONDITIONS OF APPROVAL (IF ANY):	Г		
	L_ Er	ic B. Green, Chief E	xecutive Officer
CONDITIONS OF APPROVAL (IF ANY):			
Date		Rebecca Dicks, C	Corporate Secretary
E	BOARD DEC	ISION	***
☐ APPROVED	REJEC	TED	☐ DEFERRED
CONDITIONS OF APPROVAL (IF ANY):			
Date		E	Board Chairman
Date		E	Board Secretary

BID FORM

JAXPORT PROJECT NO.: T2021-02 JAXPORT CONTRACT NO.: C-1588A REHABILITATE UNDERDECK CONCRETE - PHASE 4 TALLEYRAND MARINE TERMINAL

BIDDER'S NAME: Southern Road & Bridge, LLC

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-1588A**, at the following price:

Scope of Work: Furnish all labor, materials, equipment and supervision inclusive of, but not limited to provide for underdeck concrete repairs to the existing concrete wharf Berths 5,6,7 and 8 at the Talleyrand Marine Terminal. The project site is located to the east of Talleyrand Avenue at the intersection Talleyrand and 11th Street, and the wharf are to be repaired fronts the west shore of the Saint John's River for approximately 2,911 feet. The site is currently occupied by various Tenants, who use the berth for general cargo loading and offloading operations. All work to be performed in accordance with contract specifications and drawings.

Item	Description	Estimated Quantity	Unit	Unit Price	Total Item Amount
1	Mobilization & Demobilization	1	EA	\$188,000	\$ 188,000.00
2A	Concrete Repairs Type 1	2,000	CF	\$595	\$ 1,190,000.00
2B	Concrete Repairs Type 1 (Additional Qty over 2,000 CF)	500	CF	\$534	\$ 267,000.00
3	Concrete Repair Types 2 & 3	466	CF	\$600	\$ 279,600.00
4	Concrete Repair Type 4	90	CF	\$700	\$ 63,000.00
5	Concrete Repair Type 5	501	LF	\$144	\$ 72,144.00
6	Contractor Standby due to Compensable Delay (See Note 2).	10	Calendar Day	\$8,350	\$ 83,500.00

Notes

- (1) Bid Evaluation Bids will be evaluated based on the BID EVALUATION TOTAL listed on Line A above.
- (2) Refer to the Specifications for the definition and enforcement requirements for Compensable delays. In all cases, the Contractor is to exercise all reasonable efforts to remain productive and to accommodate JPA and Tenant operations. The unit price will be applied as sole compensation in those instances where compensable delays occur and result in Contractor's right for compensatory damages, in accordance with the Conditions of the Contract.

(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 Total Base Bid Itemized Unit Price Amount (Items 1-6), subject to availability of appropriated funds.

R/07/2010 C-1588A JAXPORT BID FORM

Page No.: BF-1

BID FORM

JAXPORT PROJECT NO.: T2021-02 JAXPORT CONTRACT NO.: C-1588A REHABILITATE UNDERDECK CONCRETE - PHASE 4 TALLEYRAND MARINE TERMINAL

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.

R/07/2010 C-1588A	JAXPORT BID FORM		Page No.: BF-2
Mailing Address, if different fro	m above		
Same			
Business Address	City	State	Zip Code
715 Wesley Ave.,	Tarpon Springs,	FL	34689
Firm			
Southern Road & B	ridge, LLC		
AUTHENTICATION (see "Suppl	emental Instructions to Bio	dders")	
Name of Contractor			
Southern Road & Br	idge, LLC		
See also " <u>Bid Contents and For</u> Bidders".	mat" section of the "Suppl	emental Ins	tructions to
Addendum No.	4, Dated: In	itials:	_
Addendum No.	3, Dated: In	itials:	//
Addendum No.	2, Dated: <u>3/3/21</u> In	itials:	14
		itials:	55
Acknowledgment of the foll Instructions to Bidders"):	owing addenda is herel	by made (see "Supplemental

BID FORM

JAXPORT PROJECT NO.: T2021-02 JAXPORT CONTRACT NO.: C-1588A REHABILITATE UNDERDECK CONCRETE - PHASE 4 TALLEYRAND MARINE TERMINAL

THA	03/05/2021
Authorized Signature	Date Executed
Lucas L. Pappas	Managing Member
Typed Name	Title
prequal@southernrb.com E-Mail Address	
727-940-5395	727-499-7158
Telephone Number	Facsimile Number
46-1187423	CGC 1521093
Company Federal Tax I.D. No.	Company's Business License No.

C-1588A_REHABILITATE UNDERDECK CONCRETE - PHASE 4 Bid Open Date: March 8, 2021 Bid Open Time: 2:00 PM (EST)			Southern Road & Bridge, LLC Lucas L. Pappas prequal@SouthernRb.com			Underwater Mechanix Services, LLC Ovais Shaikh oshaikh@uwmechanix.com			Proshot Concrete Inc Connie Dill cdill@proshotconcrete.com (256) 764-5941						
BID BON	ID			Y			Y				Y				
COI FOR				Ϋ́			· Y				Υ				
PEC FO	RM					Υ		Y				Y			
CCRSC	FORM					Υ				١	′	Υ			
	'S MINIMUM REQUIREMENTS					Υ				١	′	Y			
E-VERIF						Υ				١	′	Y			
E-BUILD						Υ		Y			<u>'</u>	Υ			
	DUM NO. 01			Υ		Ÿ			<u>'</u>	Y					
ADDEN	DUM NO. 02			Y		Υ			Y						
				_		mize	ed Unit Priced W	ork							
	Description	Qty	UoM		t Cost		Total Cost	Ļ	Unit Cost		Total Cost	Ļ	Unit Cost		Total Cost
1	Mobilization/Demobilization	1	EA	-	8,000.00				230,008.84		230,008.84	\$	250,000.00	\$	250,000.00
2A	Concrete Repairs Type 1	2000	CF	\$	595.00	\$	1,190,000.00	\$	677.76	\$	1,355,520.00	\$	750.00	\$	1,500,000.00
2B	Concrete Repairs Type 1 (Add'l Qty over 2,000 CF)	500	CF	\$	534.00	\$	267,000.00	\$	612.18	\$	306,090.00	\$	750.00	\$	375,000.00
3	Concrete Repair Types 2 & 3	466	CF	\$		\$	279,600.00			\$	271,104.82	\$	750.00	\$	349,500.00
4	Concrete Repair Type 4	90	CF	\$	700.00	\$	63,000.00	\$			33,439.50	\$	750.00	\$	67,500.00
5	Concrete Repair Type 5	501	CF	\$	144.00	\$	72,144.00	\$	326.35	\$	163,501.35	\$	175.00	\$	87,675.00
6	Contractor Standby due to Compensable Delay	10	CD	\$ 8	8,350.00	\$	83,500.00	\$	2,480.20	\$	24,802.00	\$	2,000.00	\$	20,000.00
	Base Bid Itemized Unit Price	d Work Co	ost Total:			\$	2,143,244.00			\$	2,384,466.51			\$	2,649,675.00
					В	D SI	UMMARY								
		Base	Bid Total	\$			2,143,244.00	\$			2,384,466.51	\$			2,649,675.00

Recording Secretary: Sandra Plat Divide Signer Sanda Plat Divide Signer

Director, Procurement Services:

Digital Signer Jacqueline R. Glass DN:C=US, E=jacqueline.glass@jaxpor Lcom, O-JAXPORT, OU-Procurement, CN=Jacqueline R. Glass Date: 2021.03.11 15:52:23 -05:00 Jacquel ine R. Glass

Witness: Derrie Gunder, Special state of Contract Special Spec

APPARENTLY CONFORMING

BD2021-03-01



SUBMISSION FOR BOARD APPROVAL

SUBJECT: Memorandum of Agreement Department of the Army

U.S. Army Corps of Engineers

COST: \$500,000

BUDGETED: Yes

SOURCE OF FUNDS: Capital Budget

BACKGROUND: In September 2006, JAXPORT entered into an agreement with the U.S. Army Corps of Engineers for construction, operation, and maintenance of River Mile 14.7 to Mile 20 for a navigation project which included the disposal site at Bartram Island. The U.S. Army Corps constructed the project which created Additional Capacity at the West Bartram Island Dredged Material Disposal Facility by raising the dikes in connection with construction, operation or maintenance of the Project.

STATUS: JAXPORT has requested that the Corps perform maintenance for the Additional Capacity created. JAXPORT will be responsible for all costs associated with maintenance including the costs of environmental compliance and supervision and administration estimated to be up to \$500,000. The price for this maintenance provided by the Army Corps offers considerable cost savings to JAXPORT.

RECOMMENDATION: Management recommends approval of the Memorandum of Agreement with the Department of the Army and requests authority to submit up to \$500,000 to the Department of the Army which represents the estimated cost of maintenance of the Additional Capacity.

ATTACHMENT: Memorandum of Agreement Department of the Army

BD2021-03-01



SUBMISSION FOR BOARD APPROVAL

	000
RECOMMENDED FOR APPROVAL:	V-YAC-11
James G. Bennett, P.E. Senior Director, Engineering and Construction	Signature and Date 3.17.2021
SUBMITTED FOR APPROVAL:	
Beth McCague, CFO on behalf of Eric Green, CEO	Signature and Date 3.17.2021
BOARD APPROVAL:	
March 22, 2021 Meeting Date	Rebecca Dicks/Recording Secretary
ATTEST:	
Daniel K. Bean, Secretary	Jamie Shelton, Chairman

MEMORANDUM OF AGREEMENT BETWEEN THE DEPARTMENT OF THE ARMY AND JACKSONVILLE PORT AUTHORITY FOR MAINTENANCE

AT THE DREDGED MATERIAL MANAGEMENT AREA AT BARTRAM ISLAND AS PART OF THE JACKSONVILLE HARBOR, FLORIDA FEDERAL NAVIGATION PROJECT

	This MEMORA	NDUM OF AGREEMENT (hereinafter the "MOA") is entered into
this _	day of _	,, by and between the Department of the
Army	(hereinafter the	Government"), represented by the U.S. Army Engineer, Jacksonville
Distri	ct (hereinafter the	"District Engineer"), and the Jacksonville Port Authority (hereinafter
the "N	Ion-Federal Spor	sor"), represented by its Chief Executive Officer.

WITNESSETH, THAT:

WHEREAS, the Government and the Non-Federal Sponsor executed a Project Cooperation Agreement on September 27, 2006 for construction, operation, and maintenance of River Mile 14.7 to River Mile 20 for the Jacksonville Harbor, Florida Federal Navigation Project (hereinafter the "Project"), which included the disposal site at Bartram Island, pursuant to Section 129 of the Energy and Water Development Appropriations Act, 2006, Public Law 109-103;

WHEREAS, the Government constructed the Project and constructed additional capacity at the West Bartram Island Dredged Material Disposal Facility (hereinafter the "Additional Capacity") at the Non-Federal Sponsor's expense pursuant to Section 217(a) of the Water Resources Development Act of 1996, Public Law 104-303 (33 U.S.C. 2326a(a)), by raising the dikes in connection with construction, operation, or maintenance of the Project;

WHEREAS, the Non-Federal Sponsor has requested that the Corps to perform maintenance for the Additional Capacity; and

WHEREAS, the Government and the Non-Federal Sponsor have the full authority and capability to perform in accordance with the terms of this Agreement.

NOW, THEREFORE, the Government and Non-Federal Sponsor agree as follows:

- 1. The Non-Federal Sponsor shall pay all costs associated with maintenance of the Additional Capacity, including the costs of environmental compliance and supervision and administration. The cost of maintenance is estimated to be \$500,000. While the Government will endeavor to limit costs associated with maintenance of the Additional Capacity to this estimate, the Non-Federal Sponsor acknowledges that the actual costs may exceed the estimated amount due to claims or other unforeseen circumstances, and that the Non-Federal Sponsor is responsible for all costs, including any claims, related to maintenance of the Additional Capacity.
- a. Within 90 calendar days of execution of this MOA, the Non-Federal Sponsor shall provide to the Government \$500,000 which is the current estimated cost of maintenance of the Additional Capacity.
- b. If at any time the Government determines that additional funds are needed, the Government shall notify the Non-Federal Sponsor, and no later than thirty (30) calendar days from receipt of such notice, the Non-Federal Sponsor shall provide to the Government the full amount of the additional funds.
- c. The Non-Federal Sponsor shall provide required funds to the Government by delivering a check payable to "FAO, USAED Jacksonville (K3)" to the District Engineer or providing an Electronic Funds Transfer of such funds in accordance with procedures established by the Government.
- 2. The Non-Federal Sponsor shall provide, at no cost to the Federal Government, all lands, easements, and rights-of-way required for maintenance of the Additional Capacity.
- 3. The Government shall not commence maintenance of the Additional Capacity until all applicable environmental laws and regulations have been complied with, including, but not limited to, the National Environmental Policy Act of 1969 (42 U.S.C. 4321–4347) and Section 401 of the Clean Water Act (33 U.S.C. 1341).
- 4. The Government shall provide the Non-Federal Sponsor with quarterly reports of obligations for maintenance of the Additional Capacity. The first such report shall be provided within thirty (30) calendar days after the final day of the first full quarter of the Government fiscal year following receipt of funds pursuant to this MOA. Subsequent reports shall be provided within thirty (30) calendar days after the final day of each succeeding quarter.
- 5. Upon conclusion of maintenance and resolution of all relevant claims and appeals, the Government shall conduct a final accounting of costs for maintenance of the Additional Capacity and furnish the Non-Federal Sponsor with the written results of such final accounting. Should the final accounting determine that additional funds are required from the

Non-Federal Sponsor, the Non-Federal Sponsor, within sixty (60) calendar days of receipt of written notice from the Government, shall provide the Government with the full amount of such additional required funds. If the costs of maintenance of the Additional Capacity are less than the amount of funds provided by the Non-Federal Sponsor, the Government, subject to the availability of funds, shall refund the excess to the Non-Federal Sponsor within sixty (60) calendar days of such written notice. Such final accounting does not limit the Non-Federal Sponsor's responsibility to pay all costs of maintenance of the Additional Capacity, including contract claims or any other liability that may become known after the final accounting.

- 6. The Non-Federal Sponsor shall hold and save the Government free from all damages arising from maintenance of the Additional Capacity, except for damages due to the fault or negligence of the Government or its contractors.
- 7. In the exercise of their respective rights and obligations under this MOA, the Government and the Non-Federal Sponsor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other.

8. Notices.

a. Any notice, request, demand, or other communication required or permitted to be given under this MOA shall be deemed to have been duly given if in writing and either delivered personally or mailed, with return receipt, by registered or certified mail, as follows:

If to the Non-Federal Sponsor:

Chief Executive Officer Jacksonville Port Authority P.O. Box 3005 Jacksonville, Florida 32206-0005

If to the Government:

District Commander U.S. Army Corps of Engineers Jacksonville District P.O. Box 4970 Jacksonville, Florida 32232-0019

b. A party may change the recipient or address to which such communications are to be directed by giving written notice to the other party in the manner provided in this paragraph.

9. This MOA may be modified or amended	I only by written, mutual agreement of the parties.
IN WITNESS WHEREOF, the parties have year first above written.	executed this MOA as of the day, month, and
THE DEPARTMENT OF THE ARMY	JACKSONVILLE PORT AUTHORITY
BY: Andrew D. Kelly, Jr. Colonel, U.S. Army District Commander	BY: Eric B. Green Chief Executive Officer
DATE:	DATE:

BD2021-03-02



SUBMISSION FOR BOARD APPROVAL

SUBJECT: Portus Lease Agreement – Thirteenth Amendment

COST: N/A

BUDGETED: N/A

BACKGROUND:

Portus Stevedoring, LLC, formerly known as Coastal Maritime Stevedoring, LLC, has been operating in Jacksonville for over 20 years. Portus also operates four breakbulk, bulk container, and RoRo/LoLo terminals in the Southeast. Portus also provides contracted stevedoring services to an ocean carrier in Jacksonville as well as the US Army, US Marine Corps, and the US Navy in Jacksonville, Cape Canaveral, and Sunny Point, North Carolina.

On April 1, 2005, Portus entered into a long-term agreement (30 years) with JAXPORT. There are fourteen years remaining.

STATUS:

Portus would like to reduce their leasehold area by approximately 8.01 (1.55 and 6.46) acres, terminate 15,762 sqft of warehouse space, terminate 1,026 sqft operations building, and modify the Minimum Annual Revenue Guarantee

Portus will be retaining 11.8 acres. The same contractual terms and conditions would apply to the remaining leasehold area.

RECOMMENDATION: Staff recommends that the Board of Directors:

- 1. Approve the Thirteenth Amendment to the Operating and Lease Agreement between Jacksonville Port Authority and Portus Stevedoring, LLC.
- 2. Authorize the Chief Executive Officer, or his designee, to execute the Thirteenth Amendment to the Operating and Lease Agreement between Jacksonville Port Authority and Portus Stevedoring LLC.

BD2021-03-02



SUBMISSION FOR BOARD APPROVAL

ATTACHMENTS:

1. Thirteenth Amendment

RECOMMENDED FOR APPROVAL:	
Linda Williams	Tido y. Killan 3/17/2021
Chief, Administration & Corp Perf.	Signature and Qate
SUBMITTED FOR APPROVAL:	
Beth McCague, CFO on behalf of Eric Green, CEO	Lett Welague 3/18/2021
Life Green, CEO	Signature and Date
BOARD APPROVAL:	
March 22, 2021	
Meeting Date	Rebecca Dicks/Recording Secretary
ATTEST:	
ATTEST.	
Daniel K. Bean, Secretary	Jamie Chatten Chairman
Daniel IX. Dean, Secretary	Jamie Shelton, Chairman

THIRTEENTH AMENDMENT TO OPERATING AND LEASE AGREEMENT

BETWEEN

JACKSONVILLE PORT AUTHORITY

AND

PORTUS

This Thirteenth Amendment to Operating and Lease Agreement ("<u>Thirteenth Amendment</u>") is made as of March 1, 2021 (the "<u>Effective Date</u>") by and between **JACKSONVILLE PORT AUTHORITY**, a body politic and corporate created and existing under Chapter 2004-465, Laws of Florida, as amended ("<u>Authority</u>") and **PORTUS STEVEDORING, LLC**, a Florida limited liability company formally known as **COASTAL MARITIME STEVEDORING, LLC** ("Lessee").

WHEREAS, the Authority and Lessee entered into that certain Operating and Lease Agreement dated April 1, 2005 which has previously been amended twelve times (collectively, the "Agreement"); and

WHEREAS, pursuant to Section 21.03 of the Agreement, the Agreement may only be changed, modified or amended by the parties thereto only upon the execution of a written amendment or modification executed by the duly authorized representatives of the Authority and Lessee; and

WHEREAS, the Authority and Lessee now desire to further amend the Agreement such that Lessee will reduce its leasehold area of approximately 8.01 (1.55 and 6.46) acres, terminate 15,762 sqft of warehouse space, terminate 1,026 sqft operations building, and modify the Minimum Annual Revenue Guarantee; and

WHEREAS, the parties have agreed to so amend the Agreement; and

NOW THEREFORE, in consideration of said Agreement and for other good and valuable consideration, the receipt and sufficiency of which the parties jointly acknowledge, the parties agree as follows:

- a. Exhibit A is deleted in its entirety and replaced with Exhibit A, attached hereto.
- b. Exhibit B, Section III, Subsection A. (Leased Premises). Lessee's occupancy rights and other obligations, including rent, arising out of Agreement Exhibit B, Section III, Subsection A, consisting of 15,762 sqft of warehouse space for Guantanamo Naval Base military goods are terminated effective January 31, 2021.
- c. Exhibit B, Section III, Subsection B. (Leased Premises). Lessee's occupancy rights and other obligations, including rent, arising out of Agreement Exhibit B, Section III, Subsection B, consisting of 1.55 acres adjacent to warehouse space used for parking are terminated effective January 31, 2021.

- d. <u>Exhibit B, Section III, Subsection C. (Leased Premises)</u>. Exhibit B, Section III, Subsection C is hereby amended to reduce the existing acreage from 18.26 acres to 11.8 acres (Exhibit A) effective March 1, 2021.
- e. <u>Exhibit B, Section III, Subsection E. (Leased Premises).</u> Lessee's occupancy rights and other obligations, including rent, arising out of Agreement Exhibit B, Section III, Subsection E, consisting of 1,026 sqft Marine Ops. Building are terminated effective February 28, 2021.
- f. Exhibit B, Section X, Subsection B. (Minimum Annual Guarantee). Exhibit B, Section X, Subsection B is hereby amended in its entirety to reduce the existing Minimum Annual Guarantee and shall read as follows;

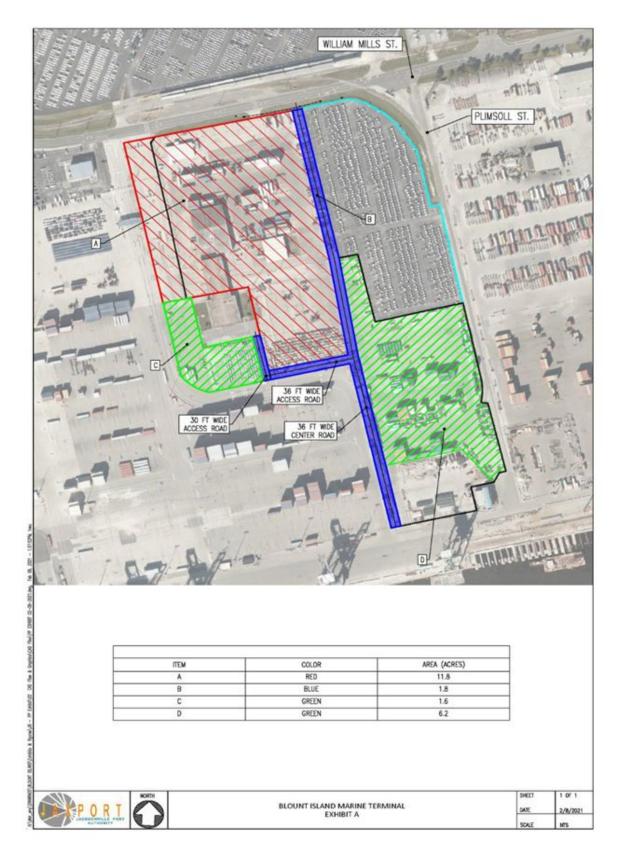
Minimum Annual Guarantee. For the period beginning November 1, 2020 and concluding on October 31, 2021, Lessee guarantees that it shall pay the Authority in combined collected throughput, an amount no less than One Hundred Ninety-two Thousand Two Hundred Twenty-five Dollars and Ninety-six Cents (\$192,225.96), the Pro-rated Minimum Annual Guarantee which equates to a reduction of Eighty-eight Thousand Nine Hundred Ninety-five Dollars and Twenty-two Cents (\$88,995.22) as set forth below;

Prorated MAG Calculations						
Annual	Monthly	Months	Pro-rated	Date	Acres	
\$251,556.15	\$20,963.01	4	\$83,852.04	11/1/2020 2/28/2021	18.26	
\$162,560.93	\$13,546.74	8	\$108,373.92	3/1/2021 10/31/2021	11.80	
(\$88,995.22)	Total:	12	\$192,225.96			

For each succeeding twelve-month period, (each, "Lease Year"), Lessee guarantees that it shall pay the Authority in combined collected throughput, an amount no less than One Hundred Sixtytwo Thousand Five Hundred Sixty Dollars and Ninety-three Cents (\$162,560.93 - the "Minimum Annual Guarantee"), which Minimum Annual Guarantee shall be adjusted from time to time to reflect increases in CPI, pursuant to the section hereof entitled "Annual Adjustment of Fees." The parties acknowledge that pursuant to such CPI adjustment, the Minimum Revenue Guarantee for the period from November 1, 2020 through October 31, 2021 is One Hundred Ninety-two Thousand Two Hundred Twenty-five Dollars and Ninety-six Cents (\$192,225.96). In the event this Agreement is terminated prior to the end of a Lease Year, the Minimum Revenue Guarantee for such Lease Year shall be prorated.

- g. Capitalized terms used in this Thirteenth Amendment but not defined herein shall be defined as set forth in the Agreement.
- h. Except as specifically and expressly amended herein, all terms and conditions of the Agreement shall remain in full force and effect.
- i. This Thirteenth Amendment may be executed in any number of facsimile counterparts.

EXHIBIT A



IN WITNESS WHEREOF, Authority and Lessee have caused this Thirteenth Amendment to be executed by their respective authorized representatives on the date first written above.

WITNESSES:	JACKSONVILLE PORT AUTHORITY, a body politic and corporate created and existing under Chapter 2004-465, Laws of
Print Name:	Florida
	By: Eric Green
Print Name:	
Form Approved:	
Office of General Counsel	
	PORTUS STEVEDORING LLC, a Florida limited liability company formerly known as
WITNESSES:	"Coastal Maritime Stevedoring, L.L.C.
	By:
Print Name:	Print Name:
	Its:
Print Name	

BD2021-03-03



SUBMISSION FOR BOARD APPROVAL

SUBJECT: SSA Lease Agreement – First Amendment

COST: N/A

BUDGETED: N/A

BACKGROUND:

SSA has been associated with JAXPORT since the early 1970's. SSA's (Stevedoring Services of America) parent company is SSA Marine a division of Carrix Enterprises, which operates companies in over 200 locations worldwide and has 76 marine terminals operating in the East, West, and Gulf coasts of the USA, and in Canada, Mexico, Europe, Central and South America, South Africa, Vietnam and New Zealand.

On August 1, 2019, SSA entered into a long-term agreement (25 years with two five (5) year mutual renewal options) with JAXPORT operating on approximately 80 acres of land with potential expansion acreage as it becomes available.

STATUS:

JAXPORT and SSA would like to expand the current premises from 77 acres to 93.1 acres.

The same terms and conditions would apply as well as Minimum Annual Guarantee (MAG).

RECOMMENDATION:

Staff recommends that the Board of Directors:

- Approve the First Amendment to the Amended and Restated Facilities Lease Agreement between Jacksonville Port Authority and SSA Jacksonville, LLC.
- 2. Authorize the Chief Executive Officer, or his designee, to execute the First Amendment to the Amended and Restated Facilities Lease Agreement between Jacksonville Port Authority and SSA Jacksonville, LLC.

BD2021-03-03



SUBMISSION FOR BOARD APPROVAL

ATTACHMENTS:

1. First Amendment

RECOMMENDED FOR APPROVAL:	
Linda Williams Chief, Administration & Corp Perf.	Signature and Date
SUBMITTED FOR APPROVAL:	
Beth McCague, CFO on behalf of Eric Green, CEO	Signature and Date
BOARD APPROVAL:	
March 22, 2021 Meeting Date	Rebecca Dicks/Recording Secretary
ATTEST:	
Daniel K. Bean, Secretary	Jamie Shelton, Chairman

FIRST AMENDMENT TO AMENDED AND RESTATED FACILITIES LEASE AGREEMENT BETWEEN JACKSONVILLE PORT AUTHORITY AND SSA JACKSONVILLE, LLC

This First Amendment to Amended and Restated Facilities Lease Agreement ("<u>First Amendment</u>") is entered into as of March 15, 2021, by and between **JACKSONVILLE PORT AUTHORITY**, a body politic and corporate created and existing under Chapter 2004-465, Laws of Florida, as amended (the "<u>Authority</u>") and **SSA JACKSONVILLE**, **LLC.**, a Delaware limited liability company (the "Lessee").

WHEREAS, the Authority and Lessee entered into that certain Facilities Lease Agreement commencing August 1, 2019 (the "Original Agreement as Amended and Restated") and that certain Equipment Sublease Agreement (the "Original Crane Sublease" and, together with the Original Lease, the "Original Agreements"), Lessee has leased from the Authority certain vessel berthing, cargo handling and storage facilities known as the Blount Island Marine Terminal ("Terminal Facilities") located in Jacksonville, Florida; and

WHEREAS, pursuant to Section 23.3 of the Agreement, no change in, modification to, or amendment to this Agreement shall be valid or enforceable unless it is approved by the Lessee and the Authority, reduced to writing and executed by the duly authorized representatives of the Authority and the Lessee; and

WHEREAS, the Authority and Lessee now desire to increase the Premises; and

WHEREAS, the parties have agreed to so amend the Agreement; and

NOW THEREFORE, in consideration of said Agreement and for other good and valuable consideration, the receipt and sufficiency of which the parties jointly acknowledge, the parties agree as follows:

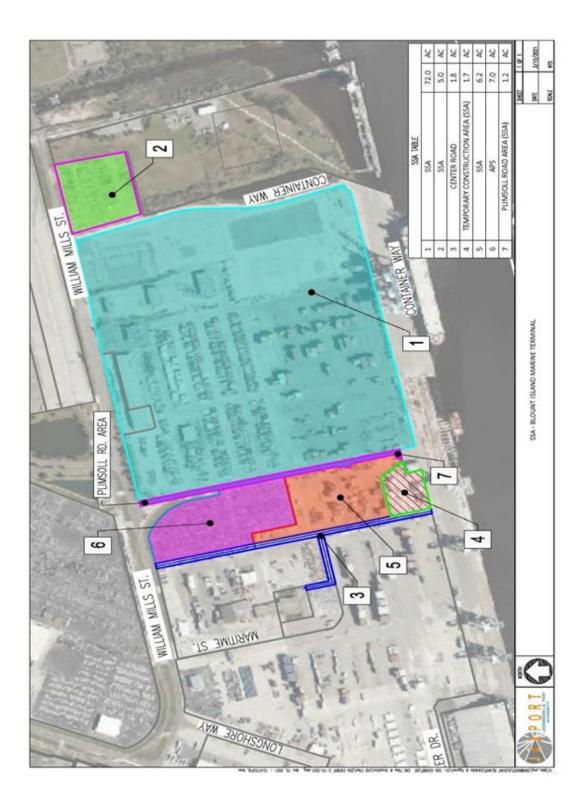
- a. Exhibit A is deleted in its entirety and replaced with Exhibit A, attached hereto.
- b. As depicted on Exhibit A, attached hereto, the Premises will be increased as follows:
 - 1. Add 6.2 acres effective 03/15/2021 (Exhibit A #5)
 - 2. Add 1.2 acres effective 05/01/2021 (Exhibit A #7)
 - 3. Add 1.7 acres upon completion of berth construction effective date TBD (Exhibit A #4)
 - 4. Add 7 acres effective 03/16/2022 (Exhibit A #6)
- c. Capitalized terms used in this First Amendment but not defined herein shall be defined as set forth in the Agreement.

- d. Except as specifically and expressly amended herein, all the terms and conditions of the Agreement prior to this First Amendment remain in full force and effect.
- e. This First Amendment may be executed in any number of facsimile counterparts.

IN WITNESS WHEREOF, Authority and Lessee have caused this First Amendment to be executed by their respective authorized representative as of the date first written above.

WITNESSES:	JACKSONVILLE PORT AUTHORITY, a body politic and corporate created and existing under Chapter 2004-465, Laws of Florida
Print Name:	
Print Name:	Eric B. Green Chief Executive Officer
Form Approved:	
By:Office of General Counsel	_
WITNESSES:	SSA JACKSONVILLE, LLC., a Delaware limited liability company
Print Name:	By:
	Print Name:
Print Name:	

Exhibit A



KEY CAPITAL PROJECTS

				·		KEY CAPITAL F	RUJECIS				
No.	Contract Number	Project Description	Vendor	Scope	Original Contract Amt. (\$)	Approved Change Orders To Date	Total Contract as Amended	Payments to Date	Work Remaining To Invoice	Proposed Change Orders (PCO's)	Remarks
1	AE-1436D	Rehabilitate Berths 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	\$1,782,794	\$858,685	\$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 #4 increased contract to provide funding for contract completion.
	C-1436C		Manson Construction	BIMT Wharf Rehabilitation Phase II	\$51,021,172	\$183,296 Last CO #05 02/11/2021	\$51,204,468	\$36,214,457	\$14,990,011	\$166,241	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. December 4 was the date for Substantial completion of Phase 2A. The berth has been released to JAXPORT for operations. Phase 2B Construction: Manson has completed driving pile on R-line. They are driving sheet pile and continuing the demolition of the wharf to prepare for driving waterside pile. They are making progress on constructing the concrete crane beam on Row R.
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	\$311,695	\$87,327	\$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	\$3,897,200	\$0	\$3,897,200	\$1,456,613	\$2,440,587	\$0	Brance Diversified received a Notice to Proceed on November 24, 2020. Contract duration is 450 calendar days. Brance Diversified has completed the construction of the toe dike and is placing spoil material in the new holding cell. Construction is progressing very well.
	AE-1737A		C&ES	Engineering & Inspection Services for Buck Island DMMA	\$116,032	\$0	\$116,032	\$0	\$116,032	\$0	C & ES is performing on-site inspection services as needed to confirm that testing and construction procedures are in accordance with plans and specificatons.
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	\$0	\$266,100	\$0	Tetra Tech, Inc has completed the survey of the property. Change Order 1 authorized a wetland survey and is in progress. Design to start when surveys are completed.
4	C-1681	Rehabilitate Railroad Trestle	Intron Technologies	Railroad Trestle Repairs	\$340,699	\$418,801 Last CO #02 01/12/21	\$759,500	\$509,031	\$250,469	\$0	Intron Technologies has completed approximately 75% of underdeck repairs and completed repairs on the expansion joints on the top of the bridge. They are on schedule.
5	C-1671	August Drive Sheet Pile Wall Replacement	Poseidon Dredge & Marine, Inc.	August Drive Sheet Pile Wall Replacement	\$2,276,305	\$0		\$0	\$2,276,305	\$0	Poseidon Dredge & Marine, Inc has been awarded the contract to replace the sheetpile walls at the August Drive Bridge. The sheet pile has been received and is being coated. Poseidon Dredge & Marine will begin construction the first week in April.
6	AE-1611A	Pile Cap & Beam Rehab - TMT	HDR Engineering, Inc.	Design Services for Pile Jacket Program		\$0		\$123,450	\$18,119	\$0	HDR Engineering provided design services and is providing Services During Construction for the pile jacket repair project at Berth 4 at TMT.
	C-1611		Underwater Mechanix, Inc	TMT Pile Jacket Repair - Berth 4	\$630,299	\$0	\$630,299	\$222,185	\$408,114	\$0	Underwater Mechnix, Inc. was awarded the contract to provide pile jacket repairs at TMT Berth 4. Materials have been submitted and approved and UMX is proceeding with the installation of the jackets.

N	о.	Contract Number	Project Description	Vendor	Scope	Original Contract Amt. (\$)	Approved Change Orders To Date	Total Contract as Amended	Payments to Date	Work Remaining To Invoice	Proposed Change Orders (PCO's)	Remarks
7	7 AI				Bartram Island DMMA Cell C Concept Development Design & Permitting	\$854,134	\$0	\$854,134	\$16,133	\$838,001		Taylor Engineering has completed survys and geotechnical investigation. Recommendations have been made to investigate 2 options. Construct a toe wall and off-load existing material into toe wall and determine optimum height to raise existing walls to create more capacity. Taylor Engineering will provide cost estimates for both options.

Financial Highlights

February 2021

February results continue with stable revenues at \$4.9 million, ahead of plan and \$600 thousand below same period last year. Container Revenue at \$2.6 million was slightly ahead of prior year and budget. Auto Revenue at \$1.1 was under budget target and same period last year. Early indication is that the dip is the result of timing of delivery of imports from some auto manufacturers. For example, Mazda imports totaled 10,531 units in January, more than 3,000 above the monthly average. In February, 3,520 units were imported, 3,000 below average. As the auto industry indicates, demand for new autos remains strong. We expect auto activity to remain at budget in the coming months. Breakbulk Revenue was off target by 14% at \$294 thousand while Liquid and Dry Bulk Revenue at a combined total of \$325 thousand exceeded budget. Other Operating Revenues totaled \$480 thousand, the largest contributor at \$278 thousand was a tipping fee paid by a harbor neighbor for depositing spoils at our DMMA site.

EXPENSES

Expenses were \$263 thousand over budget for the month. Repairs and Maintenance was \$67 thousand over budget, the result of scheduled crane maintenance. Berth Maintenance Dredging expense of \$781 thousand exceeded monthly budget by \$323 thousand. Timing of dredge events caused this variability. We still expect to end the year on target for this unpredictable expense.

Operating Income before Debt Service and Depreciation was \$1.735 million, \$161 thousand short of plan. Due to a savings in debt service of \$130 thousand, Total Income Before Depreciation was \$736 thousand, short of plan by \$62 thousand.

YEAR-TO-DATE

At five months into the year, JAXPORT's revenue is \$27.266 million, \$3.4 million ahead of plan and only \$600 thousand less than prior period. Expenses remain well controlled with a positive budget variance of \$646 thousand. We continue to benefit from Shared Revenue from the City which is tracking at \$4.2 million year-to-date. Income Before Depreciation is \$7.6 million, ahead of our conservative budget and same period last year by \$4 million.

BALANCE SHEET

The Balance Sheet remains strong. We hold \$17.5 million in Cash at the end of February. Receivables are turning normally. Grants Receivable reflect payments due from FDOT for rehab of berths 33 and 34. Reimbursement occurs quarterly over the next several years. Balances on the Line of Credit will be reduced as payments are received. In addition, this line item includes the initial reimbursement amount due from FDOT for Contract C Harbor Deepening in the amount of \$3.6 million. Once received, this payment will be forwarded to the City of Jacksonville to reduce the Short Term Borrowing from the City.

CONCERNS

Although confident that revenues are stabilized, we continue to watch for consolidation of cargo onto larger ships that could impact the number of ship calls at JAXPORT and reduce TEU's imported.

VITAL STATISTICS

FEBRUARY FY2021 - Cargo Performance

CARGO INDICATORS

					ANCE	Υ	VARIANCE			
	Actual	Budget	Prior	Budget	Prior	Actual	Budget	Prior	Budget	Prior
Vessel Calls	103	124	130	-17%	-21%	618	618	683	0%	-10%
Total Tons	733,137	796,421	758,202	-8%	-3%	4,185,865	3,982,105	4,284,323	5%	-2%
Total Revenue	\$4,877,251	\$4,774,587	\$5,504,308	2%	-11%	\$27,266,151	\$23,872,935	\$27,863,463	14%	-2%

OPERATING REVENUE / STATISTICS

			VARIANCE			Υ	VARIANCE			
	Actual	Budget	Prior	Budget	Prior	Actual	Budget	Prior	Budget	Prior
Container Revenue	\$2,636,068	\$2,588,698	\$2,575,539	2%	2%	\$13,730,920	\$12,943,490	\$13,897,598	6%	-1%
Container TEU's	101,710	105,423	100,117	-4%	2%	577,846	527,114	544,498	10%	6%
ICTF Rail Lifts	1,380	1,500	1,377	-8%	0%	6,476	7,500	5,897	-14%	10%
Auto Revenue	\$1,102,345	\$1,248,788	\$1,303,946	-12%	-15%	\$6,423,761	\$6,243,940	\$7,094,292	3%	-9%
Auto Units	40,829	49,063	49,243	-17%	-17%	276,733	245,315	271,913	13%	2%
Military Revenue	\$39,435	\$105,834	\$446,681	-63%	-91%	\$354,214	\$529,170	\$830,728	-33%	-57%
Military Units	360	356	2,851	1%	-87%	1,641	1,780	4,629	-8%	-65%
Breakbulk Revenue	\$293,668	\$341,094	\$295,803	-14%	-1%	\$2,360,815	\$1,705,470	\$1,606,403	38%	47%
Breakbulk Tons	49,374	65,484	56,855	-25%	-13%	283,796	327,422	323,828	-13%	-12%
Liquid Bulk Revenue	\$134,005	\$109,386	\$148,875	23%	-10%	\$601,422	\$546,930	\$617,065	10%	-3%
Liquid Bulk Tons	37,052	24,125	45,264	54%	-18%	179,227	120,623	173,700	49%	3%
Dry Bulk Revenue	\$191,795	\$168,247	\$139,807	14%	37%	\$829,629	\$841,235	\$836,421	-1%	-1%
Dry Bulk Tons	58,051	66,819	25,134	-13%	131%	285,442	334,093	314,952	-15%	-9%
Cruise Revenue	\$0	\$0	\$409,607	0%	-100%	\$0	\$0	\$1,773,940	0%	-100%
Cruise Passengers	-	-	15,903	0%	-100%	-	-	70,049	0%	-100%
Total Cargo Revenue	\$4,397,315	\$4,562,047	\$5,320,258	-4%	-17%	\$24,300,761	\$22,810,235	\$26,656,446	7%	-9%
Other Revenue	\$479,936	\$212,540	\$184,050	126%	161%	\$2,965,389	\$1,062,700	\$1,207,017	179%	146%

Jacksonville Port Authority Comparative Income Statement (Unaudited) For the 5 months ending 02/28/2021

	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	2,636,068	2,588,698	47,370	2,575,539	13,730,920	12,943,490	787,430	13,897,598
AUTOS	1,102,345	1,248,788	(146,443)	1,303,946	6,423,762	6,243,940	179,822	7,094,292
MILITARY	39,435	105,834	(66,400)	446,681	354,214	529,170	(174,956)	830,728
BREAK BULK	293,668	341,094	(47,426)	295,803	2,360,815	1,705,470	655,345	1,606,403
LIQUID BULK	134,005	109,386	24,619	148,875	601,422	546,930	54,492	617,065
DRY BULK	191,795	168,247	23,548	139,807	829,629	841,235	(11,606)	836,421
CRUISE	-	-	-	409,607	-	-	-	1,773,941
OTHER OPERATING REVENUE	479,936	212,540	267,396	184,050	2,965,389	1,062,700	1,902,689	1,207,017
TOTAL OPERATING REVENUES	4,877,251	4,774,587	102,664	5,504,308	27,266,151	23,872,935	3,393,216	27,863,463
OPERATING EXPENSES								
SALARIES & BENEFITS	1,339,850	1,372,389	(32,539)	1,346,091	7,105,992	7,259,396	(153,404)	7,228,952
SERVICES & SUPPLIES	305,107	340,895	(35,788)	320,458	1,532,042	1,704,475	(172,433)	1,855,373
SECURITY SERVICES	378,187	417,445	(39,258)	424,179	1,910,339	2,087,225	(176,886)	2,182,992
BUSINESS TRAVEL AND TRAINING	7,286	36,927	(29,641)	22,337	56,895	184,635	(127,740)	234,273
PROMO, ADV, DUES & MEMBERSHIPS	81,377	52,659	28,718	86,065	209,559	263,295	(53,736)	353,908
UTILITY SERVICES	52,735	66,989	(14,254)	54,576	271,294	334,945	(63,651)	330,988
REPAIRS & MAINTENANCE	217,713	151,017	66,696	120,161	688,840	755,085	(66,245)	858,053
CRANE MAINTENANCE PASS THRU	(33,104)	(37,500)	4,396	(26,042)	(153,472)	(187,500)	34,028	(128,763)
BERTH MAINTENANCE DREDGING	781,085	458,312	322,773	500,734	2,457,726	2,291,560	166,166	2,939,564
MISCELLANEOUS	11,803	19,541	(7,738)	19,495	65,359	97,705	(32,346)	84,132
TOTAL OPERATING EXPENSES	3,142,039	2,878,674	263,365	2,868,055	14,144,574	14,790,821	(646,247)	15,939,473
OPERATING INC BEFORE DS AND DEPR	1,735,212	1,895,913	(160,701)	2,636,253	13,121,576	9,082,114	4,039,462	11,923,990
NON OPERATING INCOME								
INVESTMENT INCOME	850	12,194	(11,344)	41,016	4,173	60,970	(56,797)	176,258
SHARED REVENUE FROM CITY	797,369	799,026	(1,657)	152,910	4,158,597	3,995,130	163,467	883,795
TOTAL NON OPERATING ITEMS	798,219	811,220	(13,001)	193,926	4,162,770	4,056,100	106,670	1,060,053
NON OPERATING EXPENSE								
DEBT SERVICE	1,778,415	1,908,117	(129,702)	1,727,272	8,968,618	9,540,583	(571,965)	8,625,053
CONTRIBUTIONS TO TENANTS	-	-	(123,702)	132,781	-	3,040,000	(07 1,000)	745,910
CRANE RELOCATION	19,029	_	19,029	102,701	706,429	_	706,429	-
OTHER NON OP EXPENSE	(31)	678	(709)	(16)	1,874	3,390	(1,516)	3,326
TOTAL NON OPERATING EXPENSE	1,797,413	1,908,795	(111,382)	1,860,037	9,676,921	9,543,973	132,948	9,374,289
INCOME BEFORE DEPRECIATION	736,018	798,338	(62,320)	970,142	7,607,425	3,594,241	4,013,184	3,609,754

Jacksonville Port Authority Balance Sheet (in thousands) At February 28, 2021

	February 28, 2021	<u>January 31, 2021</u>	September 30, 2020
Current Assets			
Cash & cash equivalents	17,545	20,615	16,788
Restricted cash & cash equivalents	4,584	3,375	7,867
Accounts receivable, net	6,573	5,872	6,056
Notes and other receivables	1,311	1,292	1,138
Grants receivable	24,710	21,927	21,216
Inventories and other assets	1,832	1,868	1,667
Total Current Assets	56,555	54,949	54,732
Noncurrent Assets			
Restricted cash & cash equivalents	16,007	16,015	16,087
Restricted Cash for Cap Projects	1,518	1,518	3,457
Deferred outflow of resources	11,132	11,162	11,284
Capital Assets, net	845,920	845,734	849,045
Total Noncurrent Assets	874,577	874,429	879,873
Total Assets	931,132	929,378	934,605
Current liabilities			
Accounts payable	3,785	2,855	1,755
Construction accounts payable	2,543	2,102	3,293
Accrued expenses	780	793	895
Accrued interest payable	2,288	1,716	3,365
Retainage payable	803	803	803
Unearned Revenue	7,401	7,401	7,401
Bonds and Notes Payable	7,163	7,163	7,163
Total Current Liabilities	24,763	22,833	24,675
Noncurrent liabilities			
Unearned Revenue	125,894	126,394	129,022
Accrued Expenses	3,258	3,234	3,406
Line of credit	13,207	17,208	19,346
Bonds and notes payable	215,432	215,447	222,152
Short Term Borrowings	37,700	37,700	37,700
Other Obligations	8,537	8,537	8,537
Net Pension Liability	18,069	18,069	18,069
Deferred inflow of resources	1,461	1,461	1,461
Total Non Current Liabilities	423,558	428,050	439,693
Total Liabilities	448,321	450,883	464,368
Total Liabilities	440,021	400,000	+0+,000
Net Position	482,811	478,495	470,237
	702,011	410,400	710,201



COMMERCIAL OVERVIEW

ITEMS OF INTEREST

- Industry Highlights
 - Containers
 - Vehicles
 - o Breakbulk



COMMERCIAL OVERVIEW NEW BUSINESS EXAMPLES

BUSINESS ANNUAL REVENUE

PROJECTS JETSTREAM I & II \$70,000

PROJECT BEDTIME \$50,000

PROJECT DANIELS \$30,000

PROJECT CHIME \$30,000

PROJECT ANDALUSIA \$25,000

COMMERCIAL OVERVIEW KEY OPPORTUNITIES IN PIPELINE

TOTAL OPEN OPPORTUNITIES: \$13.2 MILLION in Pipeline

PROJECT	PROJECTED ANNUAL REVENUE

PROJECT WRAP \$350,000

PROJECT COUNTRY \$100,000

PROJECT SHARE \$95,000

PROJECT JACKSON \$50,000

FTZ OPPORTUNITIES \$35,000





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

AWARDS COMMITTEE GO TO MEETING MINUTES March 17, 2021

Awards Committee Attending:

Mr. Robert Peek - Chairman

Mr. Nick Primrose

Ms. Beth McCague

Ms. Jackie Glass

Ms. Retta Rogers, Recording Secretary

Other Attendees:

James Bennett

Mary Grieve

Cliff Baker

Jose Vazquez

Dan Deptula

Corey Bell

Ellen Carmosino

Sandra Platt

Suzanne Hamrock

Brandon Blanton

Ken Page

Jerrie Gunder

Robert Peek called the meeting to order at 2:00 PM

Item No. 1

AC2021-03-01

TMT Westrock Building Demolition

JPA Project No.: T2020.01

Realco Recycling Co., Inc.

\$606,570

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

JPA Contract No.: C-1728A

Item No. 2

AC2021-03-02

Rehabilitate Underdeck Concrete - Phase 4

JPA Project No.: T2021.02 JPA Contract No.: C-1588A

Southern Road & Bridge, LLC

\$2,357,568 includes 10% contingency

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

Item No. 3

AC2021-03-03

GITMO Shed Renovation at BIMT

JPA Project No.: B2021.06 JPA Contract No.: MC-1770

Charles Perry Partners

\$76,908

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

Item No. 4

AC2021-03-04

Upgrade Drive System for ZPMC Crane No. 10486 at TMT

JPA Project G/L No.: 003.2044.178 JPA Contract No.: EQ-1771 (Single Source)

Nidec Industrial Solutions

\$236,667

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

Item No. 5

AC2021-03-05

Port-o-let and Hygiene Station Rentals

JPA Project G/L No.: Various JPA Contract No.: SC-0311-21 (Cooperative)

Floaters Portable Sanitation, Inc. (Primary)

United Rentals (North America), Inc. dba Reliable Onsite Services (Secondary)

\$40,000

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

Item No. 6

AC2021-03-06

Engineering Services for Maintenance Dredging Permit Renewal

JPA Project G/L No.: 172.5855.1 JPA Contract No.: AE-1756A

Taylor Engineering, Inc.

\$49.317

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

Item No. 7

AC2021-03-07

Purchase of Eighteen (18) Blast Mitigation Cans

JPA Project No.: G2019.05 JPA Contract No.: MC-1717A

Mistral, Inc. \$69,330

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

Item No. 8

AC2021-03-08

Purchase of Eight (8) Anti-Vehicle Trailer Barrier Kits

JPA Project No.: G2019.05 JPA Contract No.: MC-1717B

Meridian Rapid Defense Group

\$83,141

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

(Item No. 1 & 2 Requires Board Approval)

The meeting was adjourned at 2:50 PM