

Board of Directors Meeting

June 26, 2023 09:00 AM



Agenda Topic

Presenter

Agenda

- | | | |
|------|---|--------------------------|
| I. | Pledge of Allegiance/Moment of Silence | Ed Fleming |
| II. | Approval of Minutes - Board of Directors Meeting - May 22, 2023 | Chair Palmer
Clarkson |
| III. | Public Comments | |
| IV. | New Business | |
| | BD2023-06-01 Proposed Operating and Capital Budget for FY2024 | Beth McCague |
| | BD2023-06-02 Revised Budget - Berth Maintenance Dredging | Beth McCague |
| | BD2023-06-03 U.S. Dept. of Transportation Maritime Adm. Grant Agreement
Under the FY22 Port Infrastructure Development Program (PIDP)
Grant No. 693JF72344033 | Justin Ryan |
| | AC2023-06-01 Security Guard Services
Allied Universal Security Services, Inc. | James Bennett |
| | AC2023-06-02 TMT Berth 5 Pile Jacket Repairs
Michel's Construction, Inc. | James Bennett |
| | AC2023-06-03 Bartram Island DMMA Cell "C" Restoration & Capacity Improvement
Brance Diversified, Inc. | James Bennett |
| V. | CEO Update | Eric Green |
| VI. | Reports | |
| | R2023-06-01 Engineering and Construction Update | James Bennett |
| | R2023-06-02 Financial Highlights by Beth McCague | Info Only |
| | R2023-06-03 Financials/Vital Statistics | Mike McClung |
| | R2023-06-04 Commercial Highlights | Robert Peek |
| VII. | Other Business | Chair Palmer
Clarkson |

Approval of Travel

Chair Palmer
Clarkson

Approval of Travel - Chair Palmer Clarkson recommends approval of travel by one or more Board Members of the Authority for business solicitation purposes or to attend any necessary conferences during the months of August/September 2023.

VIII. **Miscellaneous**

- A. Awards Committee Meeting Minutes - June 15, 2023
- B. Emergency Purchases - None
- C. Unbudgeted Transactions - None

IX. Adjourn

Chair Palmer
Clarkson



Minutes for Board of Directors Meeting

05/22/2023 | 09:00 AM - 10:12 AM - Eastern Time (US and Canada)

2831 Talleyrand Avenue, Jacksonville, FL 32206

Board Members Attending:

Mr. Palmer Clarkson, Chair
Mr. Daniel Bean, Vice Chair
Mr. Jamie Shelton, Member
Ms. Soo Gilvarry, Member

Absent: Ms. Wendy Hamilton, Treasurer/Secretary
Mr. Ed Fleming, Member

Other Attendees:

Mr. Eric Green, Chief Executive Officer
Ms. Linda Williams, Chief Administrative Officer
Mr. Nick Primrose, Chief, Regulatory Compliance
Mr. James Bennett, Chief Operating Officer
Mr. Mike McClung, Director of Finance
Mr. Ron Salem, City Council Liaison
Mr. Reece Wilson, Office of General Counsel
Ms. Rebecca Dicks, Board Liaison

A meeting of the Jacksonville Port Authority Board of Directors was held on Monday, May 22, 2023 at the Port Central Office Building, 2831 Talleyrand Avenue, Jacksonville, Florida. Chairman Clarkson called the meeting to order at 9:00AM and welcomed all attendees. Board Member Jamie Shelton led the audience in a moment of silence and the Pledge of Allegiance.

Chairman Clarkson officially welcomed new board member Soo Gilvarry who was confirmed by City Council on March 28, 2023. He also noted for the record that Board members Wendy Hamilton and Ed Fleming were unable to attend today's meeting.

Chairman Clarkson also acknowledged that City Councilman Ron Salem would be stepping down as JAXPORT's liaison after this meeting. He stated that Mr. Salem has been a fantastic help and a great partner to the port and that he will be greatly missed.

Chairman Clarkson advised the Board that there would be a special guest joining them later this morning, and he will introduce him once he arrives, so he proceeded with the agenda.

Approval of Minutes - Board of Directors Meeting - March 27, 2023

Board Chairman Clarkson called for approval of the March 27, 2023 Board of Directors Meeting Minutes. After a motion by Mr. Bean and a second by Mr. Shelton, the Board unanimously approved the minutes as submitted.

Public Comments

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

New Business

BD2023-05-01 Jacksonville Port Authority Participation in City of Jacksonville Independent Agency Property Insurance Program

Mr. Nick Primrose presented this submission for Board approval of JAXPORT's continued participation in the City of Jacksonville's comprehensive insurance program for the budget year beginning October 1, 2023 and thereafter, and to reimburse the City of Jacksonville for JAXPORT's allocation of the 2023-2024 premium expense in the amount of \$914,170.54; and to delegate authority to the CEO to authorize future comprehensive insurance program annual premium payments, including those exceeding \$500,000, so long as those comprehensive insurance program premium amounts are included in the annual budget approved for that year.

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

Before proceeding with additional New Business, Chairman Clarkson recognized and welcomed back former JAXPORT Board member and two-time Chairman Mr. Jim Citrano. Mr. Citrano was in attendance today to help Linda Williams, JAXPORT's Chief Administrative Officer, present a 10 Year Milestone Award to Bradley Burch, Cyber Security Administrator, and thank him for his service.

Chairman Clarkson then continued with additional New Business.

BD2023-05-02 Moran Towing Corporation - Facilities Lease Agreement

Ms. Linda Williams presented this submission for Board approval of the continuation of the Facilities Lease Agreement with Moran Towing for a term of 10 years with one (1) ten (10) year renewal option.

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

AC2023-05-01 Rehabilitate Underdeck Concrete - Phase 4

Mr. James Bennett presented this submission for Board approval of the issuance of Change Order No. 3 to Sothern Road & Bridge, LLC in the amount of \$826,100.00 to rehabilitate underdeck concrete – phase 4. The total contract cost to include Change Order No. 3 is \$2,856,460.97.

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

AC2023-05-02 Terminal Development for SET - CM at Risk - Early Sitework & Deep Foundations

Mr. James Bennett presented this submission for Board approval of the issuance of Continuation Project Order No. 1 to JE Dunn Construction Company in the amount of \$18,011,789.00 for Terminal Development at SET – CM Risk, early sitework and deep foundations. The total contract cost to include Continuation Project Order No. 1 is \$18,711,789.00.

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

CEO Update

CEO Eric Green gave an update on various matters related to JAXPORT.

The port set a new record on May 9, 2023 with the arrival of the vessel ONE STORK, the largest container ship to ever call on JAXPORT. It carried 14,000 containers, surpassing the previous record of 12,000 containers.

The arrival of ONE STORK marks the beginning of nine similarly sized vessels calling on JAXPORT weekly through the EC5 service operated by THE Alliance. This service takes advantage of the deeper channel created by the harbor deepening project.

The larger ships offer more capacity for cargo, which brings economic impact and job opportunities to the community. The rotation connects Jacksonville to ports in Thailand, Vietnam, Singapore, and Sri Lanka.

The budget, including a capital program exceeding \$400 million, is being finalized by our team. The budget will be presented at the June meeting for Board approval.

There's progress with the JEA power lines project, and by December, a guaranteed maximum price for their installation will be determined.

The delivery of SSA cranes is expected in mid-June. It will take approximately 90 days for the cranes to be fully commissioned. These cranes will enhance terminal capacity and efficiency, supplementing the three existing 100-gauge cranes on Blount Island.

JAXPORT secured \$30 million towards the purchase of two cranes during the successful legislative session in Tallahassee. The equipment department will determine specifications of these cranes so that the procurement process may begin.

Mr. Green's travel has been steady and constant, focusing on meeting with shipping lines worldwide to promote the benefits of calling on JAXPORT.

Mr. Green has scheduled a meeting with the new CEO of CSX, along with Robert Peek, to discuss matters of mutual interest.

Chairman Clarkson noted that an article in the Wall Street Journal highlighted the challenges faced by U.S. seaports. It stated that U.S. seaports experienced a 26 percent decline in container trade on crucial Asia to North America shipping lanes in the first quarter compared to the previous year. Additionally, imports at the Port of Savannah have been consistently declining over the past six months, while the revenue at the Port of New York and New Jersey is down 21 percent this year.

On the other hand, JAXPORT has had a successful year so far. The operating income of JAXPORT has increased by 10.43 percent, with \$34 million last year and \$37.7 million this year. Chairman Clarkson expressed his pride and gratitude for the fantastic year JAXPORT is having and encourages everyone to continue signing deals to maintain the momentum and achieve record-breaking success.

Reports

R2023-05-01 Safety & Training Update

Mr. Nick Primrose provided a Safety & Training Update.

R2023-05-02 Engineering and Construction Update

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

R2023-05-03 Financial Highlights by Beth McCague

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

R2023-05-04 Financials/Vital Statistics

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

R2023-05-05 Commercial Highlights

Mr. Robert Peek provided updated commercial highlights to the Board in their books for the month of May 2023.

Other Business

After a motion by Mr. Bean and a second by Mr. Shelton, 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 June/July 2023.

There were no emergency purchases or unbudgeted transactions.

There being no further business of the Board, the meeting adjourned at 10:12AM.

BD2023-06-01



SUBMISSION FOR BOARD APPROVAL

SUBJECT: Proposed Operating and Capital Budget for FY2024

COST: \$ NA

BUDGETED: N/A

SOURCE OF FUNDS: NA

BACKGROUND:

The Jacksonville Port Authority (JAXPORT) is required by Section 5 of its Charter to prepare and submit its Annual Budget to the Council of the City of Jacksonville on or before July 1 for the ensuing fiscal year. Senior Management has reviewed the proposed Operating and Capital Budget for the Fiscal Year Ending of September 30, 2024. After Board approval, the proposed budget will be submitted to the Council of the City of Jacksonville in the format requested by the Council Auditors on July 1. It will be formally submitted to the Finance Committee of the City Council in late August and the full Council in late September.

RECOMMENDATION:

It is recommended that the Board approve the proposed FYE 2024 Operating and Capital Budget as presented and its submission in the appropriate format to the Finance Committee of the Council of the City of Jacksonville.

ATTACHMENTS:

- Board Resolution
- FY 2024 Budget

BD2023-06-01



**SUBMISSION
FOR
BOARD APPROVAL**

RECOMMENDED FOR APPROVAL:

Beth McCague
Chief Financial Officer

Signature: *Beth McCague*
Beth McCague (Jun 16, 2023 13:15 EDT)
Email: Beth.McCague@jaxport.com

Signature

SUBMITTED FOR APPROVAL:

Eric Green
Chief Executive Officer

Signature: *Eric B. Green*
Eric B. Green (Jun 16, 2023 13:43 EDT)
Email: eric.green@jaxport.com

Signature

BOARD APPROVAL:

Meeting Date:

June 26, 2023

Rebecca Dicks/Recording Secretary

ATTEST:

Wendy O. Hamilton, Secretary

J. Palmer Clarkson, Chairman

A RESOLUTION OF THE JACKSONVILLE PORT AUTHORITY APPROVING A PROPOSED OPERATING AND CAPITAL BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2024 DIRECTING THAT SUCH BUDGET BE SUBMITTED TO THE COUNCIL OF THE CITY OF JACKSONVILLE, FLORIDA; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Jacksonville Port Authority (the Authority) has prepared a proposed Operating and Capital Budget for the Fiscal Year Ending September 30, 2024 and,

WHEREAS, Section 5 of the Authority's Charter requires the Authority to prepare and submit its Budget to the Council of Jacksonville on or before July 1 for the ensuing fiscal year.

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

Section 1: The Authority hereby approves a proposed Operating and Capital Budget for the Fiscal Year Ending September 30, 2024.

Section 2: Management is hereby authorized and directed to formally submit the proposed Operating and Capital Budget in the appropriate format to the Council of the City of Jacksonville on or before July 1, 2023.

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

APPROVED AND ADOPTED 26th day of June 2023.

(Official Seal)

JACKSONVILLE PORT AUTHORITY

ATTEST:

Wendy O. Hamilton, Secretary

J. Palmer Clarkson, Chairman

**JACKSONVILLE PORT AUTHORITY
ANALYSIS OF FY 2023/2024 OPERATING BUDGET**

	2022/2023	2022/2023	2023/2024 PROPOSED BUDGET	% Increase (Decrease) of 2023/2024 JPA Budget Over 2022/2023 ORIGINAL		% Increase (Decrease) of 2023/2024 JPA Budget Over 2022/2023 PROJECTED	
	ORIGINAL BUDGET	PROJECTED (per JPA)					
OPERATING REVENUES							
Containers	\$ 28,474,681	\$ 28,696,198	\$ 31,993,208	\$ 3,518,527	12.36%	\$ 3,297,010	11.49%
Autos	13,867,830	14,056,241	13,554,676	(313,154)	-2.26%	(501,565)	-3.57%
Military	700,000	950,000	700,000	-	0.00%	(250,000)	-26.32%
Break Bulk	5,460,517	5,065,707	5,279,828	(180,689)	-3.31%	214,121	4.23%
Liquid Bulk	1,675,572	1,476,928	1,569,850	(105,722)	-6.31%	92,922	6.29%
Dry Bulk	2,013,070	2,260,967	2,138,794	125,724	6.25%	(122,173)	-5.40%
Cruise	3,425,066	5,788,737	5,322,401	1,897,335	55.40%	(466,336)	-8.06%
Other Operating Revenues	3,253,193	3,900,267	3,091,503	(161,690)	-4.97%	(808,764)	-20.74%
TOTAL OPERATING REVENUES	\$ 58,869,929	\$ 62,195,045	\$ 63,650,260	\$ 4,780,331	8.12%	\$ 1,455,215	2.34%
OPERATING EXPENDITURES							
Salaries	\$ 14,917,929	\$ 14,342,690	\$ 16,339,955	\$ 1,422,026	9.53%	\$ 1,997,265	13.93%
Employee Benefits	6,660,942	6,466,708	7,382,251	721,309	10.83%	915,543	14.16%
Services & Supplies	6,884,338	6,148,551	6,846,177	(38,161)	-0.55%	697,626	11.35%
Security Services	4,987,040	5,048,167	5,710,978	723,938	14.52%	662,811	13.13%
Business Travel & Training	560,246	550,000	683,211	122,965	21.95%	133,211	24.22%
Promotion, Advertising, Dues	664,119	664,119	774,293	110,174	16.59%	110,174	16.59%
Utility Services	805,393	805,393	830,730	25,337	3.15%	25,337	3.15%
Repairs & Maintenance Projects	2,371,414	2,450,000	2,552,736	181,322	7.65%	102,736	4.19%
Crane Maintenance Pass Thru	(760,000)	(800,000)	(990,000)	(230,000)	30.26%	(190,000)	23.75%
Berth Maintenance Dredging	5,000,815	6,000,000	5,500,141	499,326	9.98%	(499,859)	-8.33%
Miscellaneous	176,503	153,250	176,608	105	0.06%	23,358	15.24%
TOTAL OPERATING EXPENDITURES	\$ 42,268,739	\$ 41,828,878	\$ 45,807,080	\$ 3,538,341	8.37%	\$ 3,978,202	9.51%
OPERATING INCOME	\$ 16,601,190	\$ 20,366,167	\$ 17,843,180	\$ 1,241,990	7.48%	\$ (2,522,987)	-12.39%
NON-OPERATING REVENUES/(EXPENSES)							
Debt Service	\$ (15,701,176)	\$ (14,182,049)	\$ (16,962,796)	\$ (1,261,620)	8.04%	\$ (2,780,747)	19.61%
Investment Income	300,000	1,800,000	1,296,397	996,397	332.13%	(503,603)	-27.98%
Shared Revenue from Primary Govt	9,611,106	9,809,997	10,056,438	445,332	4.63%	246,441	2.51%
Crane Relo/Demo	(1,050,000)	(800,900)	-	1,050,000	100.00%	800,900	-100.00%
Operating Grant	73,440	36,720	73,440	-	-	36,720	-
Other Revenue	8,500	3,000	8,500	-	0.00%	5,500	183.33%
Other Expense	(3,360)	(9,000)	(3,360)	-	0.00%	5,640	-62.67%
NET INCOME BEFORE CAPITAL CONTRIBUTION AND CONTINGENCY	\$ 9,839,700	\$ 17,023,935	\$ 12,311,799	\$ 2,472,099	25.12%	\$ (4,712,136)	-27.68%
TRANSFER TO OPERATING CAPITAL OUTLAY	\$ (9,839,700)	\$ (11,164,534)	\$ (12,311,799)	(2,472,099)	25.12%	(1,147,265)	10.28%
Surplus	\$ -	\$ 5,859,401					

Jacksonville Port Authority										
FY 2023/2024 PROPOSED CAPITAL BUDGET										
Description	STATE	FEDERAL	LOCAL	TENANT CONTRIBUTION	STATE ARPA	PAYGO	HD REBATE FUNDS	CASH RESERVE	JPA Financing	Amount
Blount Island										
Auto Processing Facility Development (Construction)	15,650,000			104,350,000						\$ 120,000,000
Berth 20 T-Berth Construction	29,785,540	-					10,714,460		7,000,000	\$ 47,500,000
Container Terminal Upgrades	-	8,951,200		24,448,800		454,460	1,145,540			\$ 35,000,000
JFRD New Facility		6,000,000	6,000,000							\$ 12,000,000
Berth 22 Breasting Dolphin (Construction)	3,187,500	-				1,062,500				\$ 4,250,000
Intersection Impvmts at WM Mills/D Rawls	600,000	-				600,000				\$ 1,200,000
Install Rail Gates at Crossings	500,000	-						500,000		\$ 1,000,000
Rehabilitate Berths 33 & 34	750,000	-						250,000		\$ 1,000,000
Construct Equipment Wash facility adjacent to Crane Watch Bldg	262,500	-				253,099		9,401		\$ 525,000
Gitmo Shed Roof upgrade	125,000	-				125,000				\$ 250,000
Pond 8 Stormwater system upgrades w/ Smart Technology	-	-				250,000				\$ 250,000
Berth 32 upgrade (Re-asphalt and crane rail grouting)	100,000	-				100,000				\$ 200,000
New RORO entrance onto Blount Island Boulevard (access control, truck entrance) Design	100,000	-				100,000				\$ 200,000
Tenant Asphalt Facility Rehab	100,000	-				100,000				\$ 200,000
Repairs to the Security Plaza (structure, concrete, asphalt, etc)	-	-				150,000				\$ 150,000
Access Control HVAC Unit Replacement	-	-				125,000				\$ 125,000
Stormwater Pond Outfall upgrades	-	-				125,000				\$ 125,000
BIMT Maintenance Facility-Shelter	-	-				100,000				\$ 100,000
Access Control BLDG Phase 1 - Remodel Downstairs	-	-				80,000				\$ 80,000
Access Control BLDG roof - new membrane type roof	-	-				72,000				\$ 72,000
BIMT Maint. Facility-HVAC Upgrades at BIMT Maintenance (Complete System)	-	-				65,000				\$ 65,000
BIMT Maint. Facility-Repairs to Equipment Maintenance building (Roof, siding, rollup door frame)	-	-				60,000				\$ 60,000
Roof repairs at Tenant Main Office	-	-				55,000				\$ 55,000
CFS upgrades (Additional Dolly Pads)	-	-				50,000				\$ 50,000
Access Control HVAC Upgrade Control and Operating System	-	-				45,000				\$ 45,000
ADVAC Medium Voltage Vacuum Circuit Breaker	-	-				40,000				\$ 40,000
Repair canopy from Security plaza to ACC (Lower Level Roof)	-	-				29,000				\$ 29,000
BIMT Maint. Facility-Roof replacement Maintenance office building - (Offices, break room, etc)	-	-				25,000				\$ 25,000
BIMT Maint. Facility-Insulate Facilities Maintenance Building	-	-				22,000				\$ 22,000
Firestation roof, exterior	-	-				22,000				\$ 22,000
Total Blount Island	51,160,540	14,951,200	6,000,000	128,798,800	-	4,110,059	11,860,000	759,401	7,000,000	224,640,000
Dames Point										
Slope Protection between Cruise Terminal and DPMT Terminal	-	-							2,000,000	\$ 2,000,000
Cruise Terminal Canopy upgrades and enhancements	-	-						350,000		\$ 350,000
CBP PHY SEC upgrades	-	-						250,000		\$ 250,000
August Drive Road - raise elevation from Heckscher Drive to Bridge	-	-				150,000				\$ 150,000
Berth 18 and Berth 10 Fender refurbish	-	-				50,000				\$ 50,000
Berth 18 Upgrade lighting/electrical along the finger piers @ Berth 18	-	-				22,000				\$ 22,000
Repairs to the falling metal under the debark gangway @ the Cruise Terminal	-	-				17,000				\$ 17,000
Total Dames Point	-	-	-	-	-	239,000	-	600,000	2,000,000	2,839,000
Talleyrand										
TMT West Property Development PH 3 (Design, permitting, construction)	-	-			6,053,935				38,946,065	\$ 45,000,000
Pile, Cap and Beam Rehab TMT (Cleaning, Design and Construction)	-	-				1,500,000				\$ 1,500,000
Rehabilitate Under Deck Concrete (Complete construction)	750,000	-				250,000				\$ 1,000,000
Upgrade Fire System Water Tank serving Seaonus Warehouse and UPM Warehouse	250,000	-				250,000				\$ 500,000
TMT Resurface Berth 5 & 6 Asphalt replacement/resurface (2" Thickness) 1,200 ft	175,000	-				175,000				\$ 350,000
Warehouse #1 Replace fire sprinkler system under west awning	142,500	-				142,500				\$ 285,000
Resurface (Paving) Leased Areas	100,000	-				100,000				\$ 200,000
Upgrade 550ft of worn out 100# to 115# rail on IL from CSX to F&J #1	-	-				150,000				\$ 150,000
One Pin location for cranes (Install) (Dock marks 1500)	-	-				125,000				\$ 125,000
Upgrade north east corner WH1 (ILA restroom)	-	-				100,000				\$ 100,000
Upgrade 5 truck scales-PDX load cells and paint 4- Crowley interchange, 1-TMT main Gate	-	-				55,000				\$ 55,000
TMT West Rail Spur	25,000	-				25,000				\$ 50,000
Warehouse #1 Upgrade 22x18 rollup doors/gear head operator (2 per year)	25,000	-				25,000				\$ 50,000
North gate restroom install -(Infrastructure- water, sewer, electric, slab)	-	-				50,000				\$ 50,000
Moisture barrier install under 11th street operations building	-	-				35,000				\$ 35,000
Upgrade fence line along Talleyrand (From main gate to SET 1400 ft)	-	-				35,000				\$ 35,000
Relocate main gate lane 1-4 gate operators	-	-				15,000				\$ 15,000
Replace old reefer row 480 volt electrical panel that feeds new eq storage building and highmast pole	-	-				10,000				\$ 10,000
Total Talleyrand	1,467,500	-	-	-	6,053,935	3,042,500	-	-	38,946,065	49,510,000

Board of Directors Meeting - BD2023-06-01 Proposed Operating and Capital Budget for FY2024

Description	STATE	FEDERAL	LOCAL	TENANT CONTRIBUTION	STATE ARPA	PAYGO	HD REBATE FUNDS	CASH RESERVE	JPA Financing	Amount
Crane and Crane Projects										
Purchase of Two New Cranes	30,000,000	-	-	-	-	-	-	-	-	\$ 30,000,000
Bromma Speedloader Attachment OSR45 9'	-	-	-	-	78,000	-	-	-	-	\$ 78,000
Full set of Bromma SSX-53 paddle flippers (1set in 24) (1set in 26)	-	-	-	-	65,000	-	-	-	-	\$ 65,000
Equipment Inventory-ZPMC 100G Emergency Drive Spare (Nidec) (Inventory)	-	-	-	50,000	-	-	-	-	-	\$ 50,000
ZPMC Boom Cable (Inventory-TMT)	-	-	-	-	40,000	-	-	-	-	\$ 40,000
Equipment Inventory-Hanjung 50 Gauge Boom Cable	-	-	-	-	40,000	-	-	-	-	\$ 40,000
Impsa #7381 load cell replacement	-	-	-	-	50,000	-	-	-	-	\$ 50,000
Impsa #7382 load cell replacement	-	-	-	-	50,000	-	-	-	-	\$ 50,000
Hanjung #8810 Crane Upgrades	-	-	-	-	1,780,000	-	-	-	-	\$ 1,780,000
Hanjung #8811 Crane Upgrades	-	-	-	-	1,555,000	-	-	-	-	\$ 1,555,000
Hanjung #8841 Crane Upgrades	-	-	-	-	1,554,000	-	-	-	-	\$ 1,554,000
Hanjung #8844 Crane Upgrades	-	-	-	-	1,894,000	-	-	-	-	\$ 1,894,000
ZPMC Crane #10486 Roof Coating, engine, machine room, drive room	-	-	-	-	40,000	-	-	-	-	\$ 40,000
ZPMC Crane #10486 50g generator inspection, clean, dip, and brake refurbish	-	-	-	-	22,500	-	-	-	-	\$ 22,500
ZPMC Crane #10487 50G HVAC Upgrades 2 cranes Replace 2-20 Ton Units	-	-	-	-	110,000	-	-	-	-	\$ 110,000
ZPMC Crane #10487 Roof Coating, engine, machine room, drive room	-	-	-	-	40,000	-	-	-	-	\$ 40,000
ZPMC Crane #10487 50g generator inspection, clean, dip, and brake refurbish	-	-	-	-	22,500	-	-	-	-	\$ 22,500
ZPMC Crane #10776 HVAC upgrade/replacements	-	-	-	25,000	-	-	-	-	-	\$ 25,000
ZPMC Crane #10777 Emergency Drive	-	-	-	49,000	-	-	-	-	-	\$ 49,000
ZPMC Crane #10777 HVAC upgrade/replacements	-	-	-	25,000	-	-	-	-	-	\$ 25,000
ZPMC Crane #10778 Festoon Replacements	-	-	-	420,000	-	-	-	-	-	\$ 420,000
ZPMC Crane #10778 HVAC upgrade/replacements	-	-	-	25,000	-	-	-	-	-	\$ 25,000
Total Crane and Crane Projects	30,000,000	-	-	594,000	7,341,000	-	-	-	-	\$ 37,935,000
Miscellaneous Projects										
PIDP Grant (Exemplifying Potential to Reduce Emissions with Sustainable Solutions (EXPRESS) Project	-	23,518,000	-	23,518,000	-	-	-	-	-	\$ 47,036,000
Power Lines - Phase 2	22,500,000	-	10,000,000	-	-	-	-	-	12,500,000	\$ 45,000,000
Land Aquisition	-	-	-	-	-	-	-	-	4,000,000	\$ 4,000,000
Harbor Deepening Monitoring Fees Annually until 2033	-	-	-	-	-	-	-	2,500,000	-	\$ 2,500,000
PSGP Rd 21 Security Grant	-	1,199,146	-	-	-	399,716	-	-	-	\$ 1,598,862
Upland Dredge Material Mgmt Area-Bartram Island-"C"-Construction	-	-	-	-	-	-	-	1,500,000	-	\$ 1,500,000
PSGP Rd 22 Security Grant	-	832,500	-	-	-	277,500	-	-	-	\$ 1,110,000
Bartram Island DMMA Cell B2 Capacity Creation	-	-	-	-	-	-	-	500,000	-	\$ 500,000
PCOB Renovations	-	-	-	-	-	956,438	-	-	-	\$ 956,438
FSTED Rd 23 Security Grant	142,500	-	-	-	-	47,500	-	-	-	\$ 190,000
PSGP Rd 23 Security Grant	-	112,500	-	-	-	37,500	-	-	-	\$ 150,000
FSTED Rd 20 - Motorized Cruise Terminal Access Control Gates / Gate arms	100,590	-	-	-	-	33,530	-	-	-	\$ 134,120
FSTED Rd 22 Security Grant	90,000	-	-	-	-	30,000	-	-	-	\$ 120,000
Strategic MasterPlan Update	-	-	-	-	-	100,000	-	-	-	\$ 100,000
FSTED Rd 24 Security Grant	75,000	-	-	-	-	25,000	-	-	-	\$ 100,000
Changes to RPM Sensors and Configurations at BIMT and TMT Main gates	-	-	-	-	-	50,000	-	-	-	\$ 50,000
SOC-Equipment Cover - Boats for Public Safety & Lawn Mower / Tracker for BIMT Facilities	-	-	-	-	-	50,000	-	-	-	\$ 50,000
FSTED Rd 19 - Add Fixed TWIC Bio-Metric Readers to Cruise Terminal for Worker Screening	30,168	-	-	-	-	10,056	-	-	-	\$ 40,224
Portwide signage upgrade	-	-	-	-	-	25,000	-	-	-	\$ 25,000
SOC-Storm Drain Repairs from building	-	-	-	-	-	25,000	-	-	-	\$ 25,000
Total Miscellaneous	22,938,258	25,662,146	10,000,000	23,518,000	-	2,067,240	-	4,500,000	16,500,000	\$ 105,185,644

Board of Directors Meeting - BD2023-06-01 Proposed Operating and Capital Budget for FY2024

Description	STATE	FEDERAL	LOCAL	TENANT CONTRIBUTION	STATE ARPA	PAYGO	HD REBATE FUNDS	CASH RESERVE	JPA Financing	Amount
OTHER CAPITAL										
<u>BLOUNT ISLAND</u>										
Highbay service hoist replacement (10 ton) (Replacement-Life Cycle)	-	-				150,000				\$ 150,000
Railroad track & ties upgrades	-	-				30,000				\$ 30,000
BIMT Fender refurbish	-	-				35,000				\$ 35,000
BIMT Gate Operator Replacements (1 per year through 2027)	-	-				13,500				\$ 13,500
Public Safety Boat Dock Upgrades - Decking / Ramps / Hand Rails / Electrical	-	-				35,000				\$ 35,000
ACC Command Central Facility Upgrades - (Security Booth)	-	-				20,000				\$ 20,000
<u>Talleyrand</u>										
45k Forklift (Replacement-Life Cycle)	-	-				425,000				\$ 425,000
12K LP Forklift Doosan (Replacement-Life Cycle)	-	-				75,000				\$ 75,000
Scissor lift 26 ft and a tilt trailer for transport	-	-				35,000				\$ 35,000
Asphalt roller - TMT	-	-				25,000				\$ 25,000
Gator ATV	-	-				20,000				\$ 20,000
Brush hog Mower	-	-				9,000				\$ 9,000
Finishing mower (7-8 foot wide)	-	-				9,000				\$ 9,000
<u>DAMES POINT MARINE TERMINAL</u>										
Cruise Terminal HVAC Embark (units, ducts, controls, etc) (QTY 2)	-	-				150,000				\$ 150,000
<u>PCOB</u>										
Vehicle Purchases for all Terminals	-	-				700,000				\$ 700,000
Fuel System Upgrade - Replace fuel master (TMT and BIMT) - Equipment, Software, Service	-	-				305,000				\$ 305,000
PCOB Cooling Tower	-	-				185,000				\$ 185,000
Maximo Barcoding	-	-				180,000				\$ 180,000
Implement GIS Phase 1	-	-				150,000				\$ 150,000
IT Hardware/Software Upgrades	-	-				84,000				\$ 84,000
Crane Operating Technology Switch Upgrade (All cranes and one spare) - equipment purchase	-	-				60,000				\$ 60,000
Rockwell Software (Factory Talk Asset Center and additional RSVIEW license)	-	-				50,000				\$ 50,000
PCOB 3rd Floor top-of-rack switch upgrade and 2nd fl NVR move	-	-				45,000				\$ 45,000
SOC Report Writing Software - for HSE in Maximo	-	-				40,000				\$ 40,000
PortControl Enhancements	-	-				12,500				\$ 12,500
Maximo Enhancement Projects	-	-				10,000				\$ 10,000
Total Other Capital	-	-	-	-	-	2,853,000	-	-	-	2,853,000
Total Capital Projects	\$ 105,566,298	\$ 40,613,346	\$ 16,000,000	\$ 152,910,800	\$ 13,394,935	\$ 12,311,799	\$ 11,860,000	\$ 5,859,401	\$ 64,446,065	\$ 422,962,644

BD2023-06-02



SUBMISSION FOR BOARD APPROVAL

SUBJECT: Revised Budget – Berth Maintenance Dredging

COST: not to exceed an increase of \$1,500,000 **BUDGETED:** N/A

BACKGROUND: The Jacksonville Port Authority (JAXPORT) is required by its Charter to prepare and submit its Annual Budget to the Board for approval each year. Should amounts required for line items materially exceed initial Board approval, additional approval is required.

In the Budget approved for fiscal year 2023, Berth Maintenance Dredging was included in the amount of \$5,000,815. This amount is estimated as the budget is prepared, but actual dredging expense is dependent on weather conditions and timing of dredge events. At this point in the year, we anticipate actual Berth Maintenance Dredge expense in fiscal 2023 will be approximately \$6.320 million based on expected dredge amount of 361,040 cubic yards.

Due to cost savings in other areas, no Budget Amendment is necessary from City Council.

RECOMMENDATION: It is recommended that the Jacksonville Port Authority Board of Directors approve the additional expense for Berth Maintenance Dredging not to exceed \$1.5 million over 2023 budgeted amount.

ATTACHMENT:

- Award AC-2019-0829-01

BD2023-06-02



SUBMISSION FOR BOARD APPROVAL

RECOMMENDED FOR APPROVAL:

Beth McCague
Chief Financial Officer

Signature: Beth McCague
Beth McCague (Jun 16, 2023 13:15 EDT)
Email: Beth.McCague@jaxport.com

Signature and Date

SUBMITTED FOR APPROVAL:

Eric Green
Chief Executive Officer

Signature: Eric B. Green
Eric B. Green (Jun 16, 2023 13:42 EDT)
Email: eric.green@jaxport.com

Signature and Date

BOARD APPROVAL:

June 26, 2023
Meeting Date

Rebecca Dicks/Recording Secretary

ATTEST:

Wendy O. Hamilton, Secretary

J. Palmer Clarkson, Chairman

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

AC-2019-0829-01
Reference No.

File

08/29/2019
Date

SUBJECT: Annual Maintenance Dredging Services for JAXPORT
 JPA Project G/L No.: 175/176/189.5855 JPA Contract No.: C-1691
 Manson Construction, Co.

COST: \$21,685,000 **BUDGETED** **NON-BUDGETED**

BACKGROUND:

This contract provides Annual Maintenance Dredging Services for JAXPORT's berthing facilities. The scope of work includes furnishing of labor, materials, equipment, transportation, plant and supervision necessary to remove and deposit all dredged materials within the diked spoil disposal areas designated on Bartram Island and/or Buck Island as directed by JAXPORT. The locations to be dredged under this contract are JAXPORT's and TraPac's berths. In our lease agreement with TraPac, JAXPORT provides dredging services for their berths, but TraPac is financially responsible for the cost.

On May 28, 2019, Procurement Services released an invitation to negotiate to qualified firms interested in providing Annual Maintenance Dredging Services for JAXPORT. On July 3, 2019, the Procurement Services received two (2) conforming proposals from Cashman Dredging & Marine Contracting Co., LLC, and Manson Construction, Co. After careful review of the proposals submitted, based on the evaluation criteria established on the ITN, Procurement Services recommended that negotiations be conducted with both firms.

The Evaluation Committee consisted of Ed Fleming (Board of Directors-Immediate Past Chairman), Beth McCague (Chief Financial Officer), and Linda Williams (Chief of Administration and Corporate Performance).

At the conclusion of negotiations and receipt of a Best and Final Offer (BAFO) from both firms, it is the consensus of the Evaluation Committee and the Engineering Department to recommend award of a contract to Manson Construction, Co., the firm who offered the most responsible, responsive and best and final offer.

KEY ITEMS IN NEW CONTRACT:

The new contract is structured to provide the following:

- Minimum Annual Guarantee (MAG) of removal (260,000 CY/YR combined volumes with JPA and TRAPAC)
- Tiered rate structure for volumes over the MAG with 15%, 25% and 35% reductions in unit rates.
- Annualized mobilization fee of \$255,000 (No fee for moving between berths or terminals)

FINANCIAL:

Year one of the contract is a budgeted operating expense for FY20.

FY 2020 Projected Contract Amount	<u>\$9,642,720.03</u>		Original Budget	<u>\$6,357,221.00</u>
Less TraPac Funded (estimated)	<u>\$3,857,088.01</u>		Balance	<u>\$5,785,632.02</u>
JAXPORT Expense	<u>\$5,785,632.02</u>		Balance	<u>\$ 571,588.98</u>

RECOMMENDATION:

Management recommends that the Board of Directors approve issuance of a contract to Manson Construction, Co., for an initial period of five (5) years starting on October 1, 2019, with an option to renew for two (2) additional one (1) year periods at the sole discretion of JAXPORT. Year one of the contract is included in the FY20 budget. **Approval is further requested for adjusting the annual expenditure in accordance with annual budgeted appropriations.**

AC-2019-0829-01

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: Mason Construction Co., BAFO dated 08/19/2019
Contract Summary Comparison

ORIGINATED BY:
[Signature]

SUBMITTED FOR APPROVAL
[Signature]

AWARDS COMMITTEE ACTION

APPROVED REJECTED DEFERRED

CONDITIONS OF APPROVAL (IF ANY):

8/29/19
Date

[Signature]
Secretary to Awards Committee

CHIEF EXECUTIVE OFFICER ACTION

APPROVED REJECTED DEFERRED

CONDITIONS OF APPROVAL (IF ANY):

8-29-19
Date

[Signature]
Chief Executive Officer

CONDITIONS OF APPROVAL (IF ANY):

10.7.2019
Date

[Signature]
Corporate Secretary

BOARD DECISION

APPROVED REJECTED DEFERRED

CONDITIONS OF APPROVAL (IF ANY):

10.7.2019
Date

[Signature]
Board Chairman

10.7.2019
Date

[Signature]
Board Secretary

PRICE PROPOSAL FORM BEST AND FINAL OFFER (BAFO)

ANNUAL MAINTENANCE DREDGING FY 20 THRU FY 24 JAXPORT CONTRACT NO.: C-1691

The undersigned hereby proposes to furnish all materials, equipment, labor, and supervision for the above identified project, in accordance with the specifications referenced in the ITN for Contract No. **C-1691**, at the following Best and Final Offer (BAFO):

BARTRAM ISLAND PRICING FOR YEARS 1 and 2 - FY20 and FY21				TIERED RATE STRUCTURE		
Item	Description	Unit of Measure	Option 1	Amount over MAG of 260,000		
			Dredging Unit Price \$/CY (Fuel Cost NOT Included)	From 260,001 to 350,000	From 350,001 to 450,000	Greater than 450,000
Enter Percentage discount in price for volumes over MAG of 260,000 CY →				15%	25%	35%
1	BINT Berths 20, 22, 30 through 35, and DPMT Berths 10, 16, 17, 18 and Turning Basin	CY	\$15.70			
2	TMT Berths 3-8	CY	\$15.70			
3	Basis for fuel (# of Gallons/Cubic Yard) =		0.40			
Minimum Annual Guarantee for Cubic Yards per Year = 260,000 CY			\$4,082,000.00			

BUCK ISLAND PRICING FOR YEARS 3 through 5 - FY22 through FY24				TIERED RATE STRUCTURE		
Item	Description	Unit of Measure	Option 1	Amount over MAG of 260,000		
			Dredging Unit Price \$/CY (Fuel Cost NOT Included)	From 260,001 to 350,000	From 350,001 to 450,000	Greater than 450,000
Enter Percentage discount in price for volumes over MAG of 260,000 CY →				15%	25%	35%
1	BINT Berths 20, 22, 30 through 35, and DPMT Berths 10, 16, 17, 18 and Turning Basin	CY	\$16.60			
2	TMT Berths 3-8	CY	\$16.60			
3	Basis for fuel (# of Gallons/Cubic Yard) =		0.40			
Minimum Annual Guarantee for Cubic Yards per Year = 260,000 CY			\$4,316,000.00			

PRICE PROPOSAL FORM BEST AND FINAL OFFER (BAFO)

ANNUAL MAINTENANCE DREDGING FY 20 THRU FY 24 JAXPORT CONTRACT NO.: C-1691

OTHER MISCELLANEOUS COST						
Item	Description	Estimated Quantity for the Initial Term of the Contract	Unit of Measure		Unit Price	Total Cost
1	Annual Mobilization Fee - One time annual expense	5	EA		\$ 255,000.00	\$ 1,275,000.00
2	Demobilization Fee - One time event at the end of the contract	1	EA		\$ 0.00	\$ 0.00
3	Relocate Pump Off Station - See Technical Specifications, Section I.Q.	2	EA		\$ 250,000.00	\$ 500,000.00
4	Auxiliary Dewatering Pump - See Technical Specifications, Section I.R.	1	MONTH		\$ 25,000.00	\$ 25,000.00
5	Downtime/Standby - See Technical Specifications, Section I.P.	50	DAYS		\$ 35,000.00	\$ 1,750,000.00
Total Cost						\$3,550,000.00

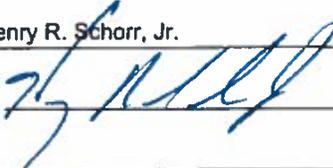
PROPOSER'S ACKNOWLEDGEMENT

I hereby acknowledge, as Proposer's authorized agent, that I have fully read and understand all terms and conditions as set forth in this Proposal and will fully comply with such terms and conditions.

Date: 8/19/19

Company Name: Manson Construction Co.

Authorized Agent's Name: Henry R. Schorr, Jr.

Authorized Agent's Signature: 

Title: Vice President

Authorized Agent's Email Address: hschorr@mansonconstruction.com

Vendor is a (check one): Corporation Partnership Individual

Federal Identification Number: 91-0306160

Remittance Address: P.O. Box 24067, Seattle, WA 98124

Telephone Number: (206) 762-0850 Fax Number: (206) 764-8590

Current Contract

Drudge Activity	Actuals		2019 Total	
Jaxport	Totals	Unit Rate	Cost	
TMT- Berths 3/8	251,071	\$ 13.95	\$ 3,502,440.45	
DPMT- Berth 10 & 18	20,349	\$ 14.95	\$ 304,217.55	
BIMT- Berths 20/22	61,844	\$ 14.15	\$ 875,092.60	
BIMT- Berths 30/35	19,544	\$ 17.15	\$ 335,179.60	
MOL Turning Basin	10,000	\$ 15.25	\$ 152,500.00	
JPA Totals	362,808		\$ 5,169,430.20	
MOL- Berths 16 / 17 (pass thru to MOL)	247,793	\$ 13.45	\$ 3,332,815.85	
Current Contract unit total =	610,601		\$ 8,502,246.05	
Mobilization Events			20	
Mobilization (\$15,000 per Event)		\$ 15,000	\$ 300,000.00	
Demobilization (\$15,000 per Event)		\$ 15,000	\$ 300,000.00	
Total Mobilization Expense			\$ 600,000.00	
Current Contract Total with mobilization =			\$ 9,102,246.05	

Comparison of Current Contract with Proposed Contract	
Based on 2019 volumes	
Current Contract =	\$ 9,102,246.05
Proposed Contract =	\$ 8,356,236.21
Reduction in contract cost =	\$ 746,009.84

Proposed Contract

2019	Tier volume	Reduction %	Rate	Actual	
Base volume	260000		\$ 15.70	260,000	\$ 4,082,000.00
tier 1	350000	15%	\$ 13.35	90,000	\$ 1,201,500.00
tier 2	450000	25%	\$ 11.78	100,000	\$ 1,178,000.00
tier 3	>450000	35%	\$ 10.21	160,601	\$ 1,639,736.21
Proposed Contract unit total =					\$ 8,101,236.21
New contract Annual mobilization					\$ 255,000.00
New contract Total with mobilization =					\$ 8,356,236.21

FY 2020 budget information using 2019 volumes for projections			
	Volume (CY)	% of CY	COST
JAXPORT =	362,808	59.42%	\$ 4,965,123.46
TRAPAC =	247,793	40.58%	\$ 3,391,112.75
TOTAL =	610,601	100.00%	\$ 8,356,236.21
2020 Budget =			\$ 6,357,221.00
2020 Cost projected =			\$ 4,965,123.46
Balance of Available 2020 Budget =			\$ 1,392,097.54



**SUBMISSION
FOR
BOARD APPROVAL**

SUBJECT: U.S. Dept. of Transportation Maritime Administration Grant Agreement Under the FY22 Port Infrastructure Development Program (PIDP) Grant No. 693JF72344033

COST: \$47,036,000
\$23,518,000 USDOT
\$575,000 JAXPORT
\$7,342,500 Crowley
\$15,600,500 SSA Jacksonville

BUDGETED: Yes

SOURCE OF FUNDS: Capital and Tenant Contributions

BACKGROUND: In June 2022, JAXPORT applied to the U.S. Department of Transportation (USDOT), Maritime Administration (MARAD) for grant funding to assist with investments in zero and near-zero-emission cargo-handling equipment and the development of a plan to transition to lower emission port infrastructure and maritime operations. In October 2022, JAXPORT was notified of an award in the amount of \$23,518,000 towards the \$47,036,000 project. Since that time, the Award Agreement has been negotiated and approved by MARAD. The grant funds will be administered by JAXPORT and along with funds provided by Crowley and SSA Jacksonville, the Project will install electrified refrigerated container stacks, procure six hybrid-electric rubber-tired gantry cranes, sixteen battery-electric forklifts, ten battery-electric yard tractors, seven Tier 4 diesel top picks, install fifteen high-power direct current fast charging stations and make-ready stub-outs, and develop a replicable and scalable plan to transition to lower emission port infrastructure and maritime operations.

This Project is one of the first large-scale investments in zero and near-zero-emission cargo-handling equipment technologies in Florida. The initiative will achieve greenhouse gas reductions, expand energy-efficient terminal infrastructure, increase JAXPORT's cargo throughput, and develop a plan to transition to lower emission port infrastructure and maritime operations. The \$47 million public-private partnership by JAXPORT and two of its port tenants, SSA Jacksonville and Crowley, supporting sustainability initiatives at the port's Blount Island and Talleyrand marine terminals.

The timeline calls for project completion by September 2026.

BD2023-06-03



SUBMISSION FOR BOARD APPROVAL

STATUS: The Grant Agreement has been negotiated and approved by MARAD. Crowley and SSA Jacksonville have, by separate Agreements, agreed to fund their respective non-Federal share of the project and complete the project as detailed in the Project Application.

Once approved by JAXPORT's Board of Directors, the contracts for the purchase of cargo handling equipment and installation of electrified refrigerated container stacks will be developed and processed by JAXPORT's Procurement Office.

RECOMMENDATION: Management recommends approval of the Grant Agreement, the PIDP Grant Agreement between Crowley, SSA Jacksonville, and JAXPORT, and the Resolution authorizing acceptance of the Grant funding.

ATTACHMENTS:

- USDOT/MARAD Grant Agreement
- Crowley/SSA Jacksonville /JAXPORT Agreements
- Resolution

BD2023-06-03



**SUBMISSION
FOR
BOARD APPROVAL**

RECOMMENDED FOR APPROVAL:

Beth McCague
Chief Financial Officer/Chief of Staff

Signature: Beth McCague
Beth McCague (Jun 16, 2023 13:15 EDT)
Email: Beth.McCague@jaxport.com

Signature and Date

SUBMITTED FOR APPROVAL:

Eric Green
Chief Executive Officer

Signature: Eric B. Green
Eric B. Green (Jun 16, 2023 13:42 EDT)
Email: eric.green@jaxport.com

Signature and Date

BOARD APPROVAL:

June 26, 2023
Meeting Date

Rebecca Dicks/Recording Secretary

ATTEST:

Wendy O. Hamilton, Treasurer/Secretary

J. Palmer Clarkson, Chairman

A RESOLUTION OF THE JACKSONVILLE PORT AUTHORITY AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT BETWEEN THE U.S. DEPARTMENT OF TRANSPORTATION, MARITIME ADMINISTRATION AGREEMENT AND THE JACKSONVILLE PORT AUTHORITY FOR FEDERAL FUNDING OF THE JAXPORT EXPRESS PROJECT

WHEREAS, the Jacksonville Port Authority (JAXPORT) has been presented a U.S. Department of Transportation MARAD Grant Agreement from the U.S. Department of Transportation (MARAD FY2022 PIDP Grant No. 693JF72344033) in the amount of \$23,518,000 for investments in zero and near-zero-emission cargo-handling equipment at Crowley’s Terminal at JAXPORT’s Talleyrand Marine Terminal and SSA’s Jacksonville Container Terminal at JAXPORT’s Blount Island Marine Terminal and JAXPORT’s development of a plan to transition to lower emission port infrastructure and maritime operations under the JAXPORT EXPRESS Project and;

WHEREAS, MARAD and JAXPORT have agreed that MARAD will provide funds of \$23,518,000 under Reimbursement Payment Provisions according to the terms and conditions of the Agreement and;

WHEREAS, Crowley and SSA Jacksonville have agreed to fund up to \$22,943,000 in matching funds for the JAXPORT EXPRESS Project;

NOW THERE, BE IT REOLVED by JAXPORT:

Section 1: JAXPORT confirms its desire to enter into the Grant Agreement with MARAD and;

Section 2: JAXPORT further confirms its desire to enter into the Grant Agreement with Crowley and SSA Jacksonville and;

Section 3: The Chief Executive Officer, or his authorized representative, is herein specifically authorized to enter into and sign such documents as may be necessary, including the MARAD Grant Agreement, the PIDP Grant Agreement between Crowley, SSA Jacksonville and JAXPORT and any Supplemental Grant Agreement(s) for the purpose of scope changes, funding adjustments, contract duration changes, additional financial project numbers as well as execute Assurances, Certifications and all other documents as may be required to support this project.

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

APPROVED AND ADPOTED THIS 26th DAY OF JUNE 2023.

(Official Seal)

JACKSONVLE PORT AUTHORITY

J. Palmer Clarkson, Chairman

ATTEST:

Wendy O. Hamilton, Secretary

**U.S. DEPARTMENT OF TRANSPORTATION
MARITIME ADMINISTRATION**

**GRANT AGREEMENT UNDER THE
FISCAL YEAR 2022 PORT INFRASTRUCTURE DEVELOPMENT PROGRAM**

MARAD FY 2022 PIDP Grant No. 693JF72344033

FUND 2023 BPAC 0000150000 41010 61006600 — \$23,518,000

This agreement is between the United States Department of Transportation Maritime Administration (“**MARAD**”) and the Jacksonville Port Authority (the “**Recipient**”).

This agreement reflects the selection of the Recipient to receive a PIDP Grant for the JAXPORT EXPRESS Project.

The parties therefore agree to the following:

**ARTICLE 1
GENERAL TERMS AND CONDITIONS**

1.1 General Terms and Conditions.

- (a) In this agreement, “**General Terms and Conditions**” means the content of the document titled “General Terms and Conditions Under the Fiscal Year 2022 Port Infrastructure Development Program Grants,” dated December 19, 2022, which is available at <https://www.maritime.dot.gov/grants-finances/federal-grant-assistance/fy-22-pidp-general-terms-conditions>. The General Terms and Conditions reference the information contained in the schedules to this agreement. The General Terms and Conditions are part of this agreement.
- (b) The Recipient states that it has knowledge of the General Terms and Conditions.
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient’s non-compliance with the General Terms and Conditions may result in remedial action, terminating of the PIDP Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to MARAD the PIDP Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

ARTICLE 2
SPECIAL TERMS AND CONDITIONS

- 2.1 Buy America Certifications.** Prior to entering into contracts to procure equipment under this Project, the Recipient agrees to provide to MARAD Buy America certifications attesting that each piece of equipment procured under this award meets the Buy America requirements outlined in section 13.2 and exhibit B, term B.5, of this agreement.

**SCHEDULE A
ADMINISTRATIVE INFORMATION**

1. Application.

Application Title: The JAXPORT EXPRESS Project: Exemplifying Potential to Reduce Emissions with Sustainable Solutions

Application Date: May 16, 2022

2. Recipient's Unique Entity Identifier.

Recipient's Unique Entity Identifier: WFPRH5GHJLF8

3. Recipient Contact(s).

Justin Ryan
Manager, FTZ and Grants Administration
Jacksonville Port Authority
2831 Talleyrand Avenue
Jacksonville, FL 32206-3417
(904) 357-3072
Justin.Ryan@jaxport.com

and

Kelsey Cox
Senior Director, Engineering & Construction
Jacksonville Port Authority
2831 Talleyrand Avenue
Jacksonville, FL 32206-3417
(904) 357-3082
Kelsey.Cox@jaxport.com

and

Beth McCague
Chief Financial Officer/Chief of Staff
Jacksonville Port Authority
2831 Talleyrand Avenue
Jacksonville, FL 32206-3417
(904) 357-3061
Beth.McCague@jaxport.com

and

Retta Rogers
Manager, Procurement Services
Jacksonville Port Authority
2831 Talleyrand Avenue
Jacksonville, FL 32206-3417
(904) 357-3058
Retta.Rogers@jaxport.com

4. Recipient Key Personnel.

None.

5. MARAD Project Contact(s).

Kelly Mitchell-Carroll
Grants and Cooperative Agreement Officer
DOT – Maritime Administration
1200 New Jersey Ave, SE
Washington, DC 20590
MAR-380
W26-422
Mailstop 5
(202) 366-9714
k.mitchell-carroll@dot.gov

and

David Bohnet
Supervisory Grant Management Specialist
DOT – Maritime Administration
1200 New Jersey Ave, SE
Washington, DC 20590
MAR-510
W21-226
Mailstop 3
(202) 366-0586
david.bohnet@dot.gov

6. Payment System.

MARAD Payment System: Delphi eInvoicing System

7. Office for Subaward and Contract Authorization.

MARAD Office for Subaward and Contract Authorization: None

8. Federal Award Identification Number.

Federal Award Identification Number: 693JF72344033

SCHEDULE B PROJECT ACTIVITIES

1. General Project Description.

The Project includes five primary components: 1) installation of electrified refrigerated container stacks; 2) procurement of six hybrid-electric rubber-tired gantry cranes; 3) procurement of 16 battery-electric forklifts, ten battery-electric yard tractors, and seven Tier 4 diesel top picks; 4) installation of 15 high-power direct current fast charging stations and make-ready stub-outs; and 5) development of a replaceable and scalable plan for transitioning the port and local maritime industry to zero-emission technologies.

2. Statement of Work.

The Project will develop a replicable and scalable plan for transitioning Recipient and the local maritime industry towards decarbonization, achieve immediate and substantial reductions of greenhouse gas and criteria air pollutant emissions, and increase cargo capacity, efficiency, safety, and throughput for international and domestic trade across multiple terminals at the Port of Jacksonville, a coastal seaport in Duval County, Florida.

The capital components of the Project span two terminals: SSA Jacksonville LLC's (SSA) Blount Island Jacksonville Container Terminal (JCT) (under active construction with support from a 2019 BUILD grant) and Crowley's Talleyrand Marine Terminal (TMT). Combined, these two terminals span 143 acres and moved 601,963 twenty-foot equivalent units (TEU) in 2022.

The Project includes three components enabling substantial emissions reductions:

- Component 1 – Cargo Handling Equipment Purchase & Grant Administration
 - Cargo Handling Equipment Purchase
 - Six hybrid-electric rubber-tired gantry (RTG) cranes to increase cargo capacity and reduce fuel consumption (includes delivery, commissioning, and initiating operations)
 - Sixteen battery-electric forklifts
 - Ten battery-electric yard tractors
 - Seven Tier 4 diesel top picks to reduce emissions and reliance on fossil fuels (includes delivery, commissioning, and initiating operations)
 - Grant Administration
 - Development of a Port and Maritime Electrification Plan (PMEP)—a replicable and scalable plan for transitioning the Port of Jacksonville, the local maritime industry, and other similar ports to zero-emission technologies
 - Workforce development
 - Technology and knowledge management transfer
 - Grant administration

- Component 2 – Electrified Refrigerator Container Stacks Installation
 - Purchase and installation of a stacked system with 160 plugs to support the grid-tied storage of 160 refrigerated containers on the terminal to improve the efficiency of moving refrigerated cargo, decrease diesel use, and reduce related air quality impacts compared to existing operations by enabling inefficient diesel-powered refrigerated containers to rely on grid electricity for cooling systems

- Component 3 – Charging Stations and Stub-Outs Installation
 - Purchase and installation of 15 high-power direct current fast charging stations and an additional five make-ready stub-outs supporting zero-emission cargo handling equipment

3. Documents Describing Mitigation Activities.

Document Description	Date
Categorical Exclusion	May 5, 2023
Florida Division of Historical Resources (FLSHPO) Section 106 consultation correspondence: FLSHPO agrees that the Project will not adversely affect any historic properties. FLSHPO requires all subsurface activities related to the Project cease and they be contacted if any prehistoric or historic artifacts are encountered within the Project area; project activities will not resume without verbal and/or written authorization from FLSHPO. FLSHPO further requires all work stop immediately and the proper authorities be contacted if any unmarked human remains are encountered during project activities in accordance with Section 872.05, Florida Statutes.	March 31, 2023

**SCHEDULE C
AWARD DATES AND PROJECT SCHEDULE**

1. Award Dates.

Budget Period End Date: May 1, 2027

Period of Performance End Date: April 1, 2030

2. Estimated Project Schedule.

Milestone	Schedule Date
Planned Cargo Handling Equipment Purchase & Grant Administration Start Date:	July 1, 2023
Planned Electrified Refrigerator Container Stacks Installation Start Date:	August 1, 2023
Planned Charging Stations and Stub-Outs Installation Start Date:	August 1, 2023
Planned Electrified Refrigerator Container Stacks Installation Substantial Completion Date:	October 1, 2024
Planned Charging Stations and Stub-Outs Installation Substantial Completion Date:	January 1, 2025
Planned Cargo Handling Equipment Purchase & Grant Administration Substantial Completion Date:	July 1, 2026

3. Special Milestone Deadlines.

Milestone	Deadline Date
Execution of Port Performance Memorandum of Understanding with USDOT	Within 30 days from the execution date of the Grant Agreement

**SCHEDULE D
AWARD AND PROJECT FINANCIAL INFORMATION**

1. Award Amount.

PIDP Grant Amount: \$23,518,000

2. Federal Obligation Information.

Federal Obligation Type: Single

3. Approved Project Budget.

Eligible Project Costs				
	Component 1: Cargo Handling Equipment Purchase & Grant Administration	Component 2: Electrified Refrigerator Container Stacks Installation	Component 3: Charging Stations and Stub-Outs Installation	Total
PIDP Funds:	\$19,013,500	\$3,850,000	\$654,500	\$23,518,000
Non-Federal Funds ¹ :	\$19,013,500	\$3,850,000	\$654,500	\$23,518,000
Total:	\$38,027,000	\$7,700,000	\$1,309,000	\$47,036,000

4. Cost Classification Table.

Cost Classification	Total Costs	Eligible Costs
Administrative and legal expenses	\$1,350,000	\$1,350,000
Construction	\$7,909,000	\$7,909,000
Equipment	\$37,777,000	\$37,777,000
Project Total	\$47,036,000	\$47,036,000

5. Approved Pre-award Costs

None. MARAD has not approved under this award any pre-award costs under 2 C.F.R. 200.458 and/or 46 U.S.C. 54301(a)(10)(B). Because unapproved costs incurred before the date of this agreement are not allowable costs under this award, MARAD will neither reimburse those costs under this award nor consider them as a non-Federal cost sharing contribution to this award. Costs incurred before the date of this agreement are allowable costs under this award only if approved in writing by MARAD before being included in the Project costs and documented in this section 5. See section 14.3(b) of the General Terms and Conditions.

¹ Jacksonville Port Authority

**SCHEDULE E
CHANGES FROM APPLICATION**

Scope: None.

Schedule: None.

Budget: None.

**SCHEDULE F
PIDP DESIGNATIONS**

1. Urban or Rural Designation.

Urban-Rural Designation: Urban

2. Capital or Planning Designation.

Capital-Planning Designation: Capital

3. Historically Disadvantaged Community Designation.

HDC Designation: Yes

4. Funding Act.

Funding Act	Amount
IIJA	\$13,298,625
FY2021 Rollover	\$10,219,375

**SCHEDULE G
PIDP PERFORMANCE MEASUREMENT INFORMATION**

Study Area: SSA’s JCT and Crowley’s TMT in Jacksonville, FL

Baseline Measurement Date: July 1, 2022 – June 30, 2023

Baseline Report Date: August 31, 2023

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency
Freight Movements	Economic Competitiveness Number of TEU/Railcar/Truck movements over Project study area.	Quarterly
Cargo Lifts	Economic Competitiveness Cargo lifts performed in the Project study area.	Quarterly
Greenhouse Gas (GHG) Emissions	Environmental Sustainability The total calculated GHG emissions, carbon monoxide and particulate matter, for the applicable modal model for elements defined in the Project study area.	Annual

**SCHEDULE H
CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE IMPACTS**

1. Consideration of Climate Change and Environmental Justice Impacts.

The Recipient states that rows marked with “X” in the following table are accurate:

	The Project directly supports a Local/Regional/State Climate Action Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Equitable Development Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Energy Baseline Study that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Recipient or a project partner used environmental justice tools, such as the EJSCREEN, to minimize adverse impacts of the Project on environmental justice communities. <i>(Identify the tool(s) in the supporting narrative below.)</i>
	The Project supports a modal shift in freight or passenger movement to reduce emissions or reduce induced travel demand. <i>(Describe that shift in the supporting narrative below.)</i>
	The Project utilizes demand management strategies to reduce congestion, induced travel demand, and greenhouse gas emissions. <i>(Describe those strategies in the supporting narrative below.)</i>
X	The Project incorporates electrification infrastructure, zero-emission vehicle infrastructure, or both. <i>(Describe the incorporated infrastructure in the supporting narrative below.)</i>
X	The Project supports the installation of electric vehicle charging stations. <i>(Describe that support in the supporting narrative below.)</i>
X	The Project promotes energy efficiency. <i>(Describe how in the supporting narrative below.)</i>
	The Project serves the renewable energy supply chain. <i>(Describe how in the supporting narrative below.)</i>
X	The Project improves disaster preparedness and resiliency <i>(Describe how in the supporting narrative below.)</i>

	The Project avoids adverse environmental impacts to air or water quality, wetlands, and endangered species, such as through reduction in Clean Air Act criteria pollutants and greenhouse gases, improved stormwater management, or improved habitat connectivity. <i>(Describe how in the supporting narrative below.)</i>
	The Project repairs existing dilapidated or idle infrastructure that is currently causing environmental harm. <i>(Describe that infrastructure in the supporting narrative below.)</i>
	The Project supports or incorporates the construction of energy- and location-efficient buildings. <i>(Describe how in the supporting narrative below.)</i>
	The Project includes recycling of materials, use of materials known to reduce or reverse carbon emissions, or both. <i>(Describe the materials in the supporting narrative below.)</i>
X	The Recipient has taken other actions to consider climate change and environmental justice impacts of the Project. <i>(Describe those actions in the supporting narrative below.)</i>
	The Recipient has not yet taken actions to consider climate change and environmental justice impacts of the Project but, before beginning construction of the Project, will take relevant actions described in schedule B. <i>(Identify the relevant actions from schedule B in the supporting narrative below.)</i>
	The Recipient has not taken actions to consider climate change and environmental justice impacts of the Project and will not take those actions under this award.

2. Supporting Narrative.

The Project incorporates electrification infrastructure, zero-emission vehicle infrastructure, and the installation of electric vehicle charging stations by including the following:

- Installation of up to 160 electrified racks/stacks for refrigerated containers (reefer racks) to increase cargo throughput and reduce diesel and energy demand.
- Procurement of six hybrid-electric RTG cranes to increase cargo capacity and reduce fuel consumption.
- Procurement of 16 battery-electric forklifts, ten battery-electric yard tractors, and seven Tier 4 diesel top picks to reduce emissions and reliance on fossil fuels.
- Installation of 15 high-power direct current fast charging stations and additional five make-ready stub-outs supporting zero-emission equipment.

The Project promotes energy efficiency in the following ways:

- The reefer stacks will reduce refrigerated cargo energy demands by as much as 17% (i.e., 12.6° F).
- The transition to hybrid RTGs and RTG stacks will greatly improve the efficiency of moving goods through SSA's JCT by increasing cargo throughput capacity and speeds compared to existing top pick operations (up to 85% savings), achieve reductions in diesel fuel consumption (greater than 90% fuel savings), and enable consolidation in the terminal that provides added benefits for additional cargo operations and efficiencies. Moreover, the transition to hybrid RTGs will support up to a 21% increase in static cargo capacity at SSA's JCT, improving the performance of the terminal and supporting greater cargo diversion away from Jacksonville's more heavily-populated areas.

The Project improves disaster preparedness and resiliency in the following ways:

- All technologies deployed under this Project will be evaluated for their ability to improve operational safety as well as their compliance with leading safety and cybersecurity standards to nearly eliminate the risk of cyber-attacks impacting the deployed equipment and technologies.
- The primary reliability enhancements from zero-emission equipment come from long-term reliability around costs of electricity and the ability to deploy future microgrids to enable "islanding" from the electrical grid for enhanced resilience during grid events and severe weather.
- Expanding the number of grid-tied plugs in the reefer stacks will support responding to public health emergencies by ensuring the safety and quality of refrigerated cargoes, such as medicines, foodstuffs, and vaccines.

The Recipient has taken other actions to consider climate change and environmental justice impacts of the Project, including the following:

- The JAXPORT EXPRESS Project will become one of the first flagship initiatives in furtherance of Recipient's nascent commitments to sustainability. The Project intends to utilize the PMEP as a means of substantial community engagement—guided by a Public Involvement Plan—and will include in the PMEP process the creation of an Equity Development and Inclusion Plan that supports greater engagement with underrepresented populations and establishes concrete actions to be undertaken to deliver greater benefits to these communities, which include Historically Disadvantaged Communities and those identified in the EPA's Environmental Justice Screening and Mapping Tool (EJSCREEN) as suffering elevated levels of air pollution, water contamination, and traffic burdens.

**SCHEDULE I
RACIAL EQUITY AND BARRIERS TO OPPORTUNITY**

1. Efforts to Improve Racial Equity and Reduce Barriers to Opportunity.

The Recipient states that rows marked with “X” in the following table are accurate:

	A racial equity impact analysis has been completed for the Project. <i>(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)</i>
X	The Recipient or a project partner has adopted an equity and inclusion program/plan or has otherwise instituted equity-focused policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project. <i>(Identify the relevant programs, plans, or policies in the supporting narrative below.)</i>
	The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. <i>(Identify the relevant investments in the supporting narrative below.)</i>
	The Project includes new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity. <i>(Describe those actions in the supporting narrative below.)</i>
	The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but, before beginning construction of the Project, will take relevant actions described in schedule B. <i>(Identify the relevant actions from schedule B in the supporting narrative below.)</i>
	The Recipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award.

2. Supporting Narrative.

The Project will develop an equity impact analysis as part of the Equity Development and Inclusion Plan within the PMEP to increase equity-focused policies related to Project procurement, material sourcing, construction, inspection, and other activities to ensure rapid equity in Project delivery and implementation.

**SCHEDULE J
LABOR AND WORK**

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with “X” in the following table are accurate:

X	The Recipient or a project partner has adopted the use of project labor agreements in the overall delivery and implementation of the Project. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted the use of registered apprenticeships in the overall delivery and implementation of the Project. <i>(Describe the use of registered apprenticeship in the supporting narrative below.)</i>
	The Recipient or a project partner will provide training and placement programs for underrepresented workers in the overall delivery and implementation of the Project. <i>(Describe the training programs in the supporting narrative below.)</i>
X	The Recipient or a project partner will support free and fair choice to join a union in the overall delivery and implementation of the Project by investing in workforce development services offered by labor-management training partnerships or setting expectations for contractors to develop labor-management training programs. <i>(Describe the workforce development services offered by labor-management training partnerships in the supporting narrative below.)</i>
	The Recipient or a project partner will provide supportive services and cash assistance to address systemic barriers to employment to be able to participate and thrive in training and employment, including childcare, emergency cash assistance for items such as tools, work clothing, application fees and other costs of apprenticeship or required pre-employment training, transportation and travel to training and work sites, and services aimed at helping to retain underrepresented groups like mentoring, support groups, and peer networking. <i>(Describe the supportive services and/or cash assistance provided to trainees and employees in the supporting narrative below.)</i>
	The Recipient or a project partner has documented agreements or ordinances in place to hire from certain workforce programs that serve underrepresented groups. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i>

	<p>The Recipient or a project partner participates in a State/Regional/Local comprehensive plan to promote equal opportunity, including removing barriers to hire and preventing harassment on work sites, and that plan demonstrates action to create an inclusive environment with a commitment to equal opportunity, including:</p> <ol style="list-style-type: none"> a. affirmative efforts to remove barriers to equal employment opportunity above and beyond complying with Federal law; b. proactive partnerships with the U.S. Department of Labor’s Office of Federal Contract Compliance Programs to promote compliance with EO 11246 Equal Employment Opportunity requirements; c. no discriminatory use of criminal background screens and affirmative steps to recruit and include those with former justice involvement, in accordance with the Fair Chance Act and equal opportunity requirements; d. efforts to prevent harassment based on race, color, religion, sex, sexual orientation, gender identity, and national origin; e. training on anti-harassment and third-party reporting procedures covering employees and contractors; and f. maintaining robust anti-retaliation measures covering employees and contractors. <p><i>(Describe the equal opportunity plan in the supporting narrative below.)</i></p>
	<p>The Recipient has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i></p>
	<p>The Recipient has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described in schedule B. <i>(Identify the relevant actions from schedule B in the supporting narrative below.)</i></p>
	<p>The Recipient has not taken actions related to the Project to improving good-paying jobs and strong labor standards and will not take those actions under this award.</p>

2. Supporting Narrative.

The Recipient or a project partner will support the free and fair choice to join a union in the overall delivery and implementation of the Project by investing in workforce development services offered by labor-management training partnerships or setting expectations for contractors to develop labor-management training programs.

- Current operations at Crowley’s TMT facility are provided by labor from the local Teamsters Union while operations at SSA’s JCT are provided by the local International Longshoremen’s Association. The Project will create dozens of

temporary and permanent jobs, the benefits of which will accrue to members from underrepresented communities around the Port and northern Florida.

- Project partners are actively enhancing their commitments to equity and workforce development through targeted investments in workforce development curricula, engaging members from underrepresented communities to understand challenges and opportunities for greater representation, and collaborating with non-profit organizations committed to equity and sustainability.
- As part of the Project, the Project partners will increase coordination with local workforce development initiatives including collaboration with the University of North Florida's Crowley Center for Transportation and Logistics, providing students within the program direct access to Project data for educational instruction and data analysis.
- The PMEP will include the development of a Zero-Emission Workforce Development Strategy to support future investment in collaborations with labor organizations; identify how the zero-emission transition will benefit workers that are currently underrepresented in relevant jobs, including women, people of color, people with disabilities, people with criminal records, and other groups that face systemic barriers to employment; and evaluate the anticipated socioeconomic benefits of the zero-emission transition.

RECIPIENT SIGNATURE PAGE

The Recipient, intending to be legally bound, is signing this agreement on the date stated opposite that party’s signature.

JACKSONVILLE PORT AUTHORITY

Date

By:

Signature of Recipient’s Authorized Representative

Eric B. Green

Name

Chief Executive Officer

Title

MARAD SIGNATURE PAGE

MARAD, intending to be legally bound, is signing this agreement on the date stated opposite that party’s signature.

UNITED STATES DEPARTMENT OF
TRANSPORTATION MARITIME
ADMINISTRATION

Date

By:

Signature of MARAD’s Authorized Representative

[insert name]

Name

[insert title]

Title

**PIDP GRANT AGREEMENT BETWEEN JACKSONVILLE PORT AUTHORITY
AND CROWLEY LINER SERVICES, INC.**

This Agreement is made and entered into as of the 20 day of June, 2023 (the “Effective Date”), by and between the **Jacksonville Port Authority** (“JAXPORT” or “the Authority”), an independent agency, and **Crowley Liner Services, Inc.**, (“Crowley”) a limited liability corporation authorized to do business in the State of Florida. JAXPORT and Crowley are hereafter sometimes referred to individually as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, JAXPORT and Crowley have entered into Facilities Lease Agreement commencing February 23, 2015, which has been subsequently amended and restated; and

WHEREAS, JAXPORT and Crowley are committed to improving the Crowley Marine cargo terminal facilities and cargo handling equipment on Talleyrand Marine Terminal to achieve greenhouse gas reductions, expand energy-efficient terminal infrastructure, increase JAXPORT’s cargo throughput, and develop a plan to transition to lower emission port infrastructure and maritime operations; and

WHEREAS, JAXPORT, with the support of Crowley and another tenant, has applied for and been approved to receive a PIDP Grant through the United States Department of Transportation (“USDOT”) and administered by the Maritime Administration (“MARAD”) for the JAXPORT EXPRESS Project (“the Project”); and

WHEREAS, JAXPORT, as the Recipient of the PIDP Grant, will enter into a written agreement (“PIDP Agreement”) with USDOT for receipt of PIDP Grant funds in the amount of \$23,518,000.00; and

WHEREAS, Crowley has agreed to lead their perspective components of the Project and, in that capacity, will receive the benefits of the PIDP Grant and expend funds as outlined in the PIDP Agreement to complete the Project; and

WHEREAS, JAXPORT, as the Recipient of the PIDP Grant, will be bound by certain Terms and Conditions of the PIDP Agreement, including, but not limited to, reporting requirements, contracting requirements, and compliance with Federal and State regulations; and

WHEREAS, Crowley agreed to accept the rights and benefits and assume the obligations and liabilities under the PIDP Agreement, as hereinafter provided.

AGREEMENT

NOW, THEREFORE, for and in consideration of the Agreement and other promises and covenants herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Recitals and Definitions.** The above recitals are true and correct and are incorporated herein by this reference. All capitalized terms appearing in this Agreement, not otherwise defined in this Agreement shall be deemed to be defined terms and shall have the meanings assigned to such terms in the PIDP Agreement.

2. **Acceptance.** The Parties agree that, to the extent permitted by applicable law and the

PIDP Agreement, Crowley shall receive the rights and benefits of JAXPORT and shall assume the obligations and liabilities under the PIDP Agreement, including, but not limited to, the General Terms and Conditions and any and all Exhibits.

3. Financial Assurance. Crowley agrees to provide all funding with respect to the Project as described in the PIDP Agreement, directly attributable to their respective participation.

4. Payment and Reimbursement. JAXPORT will provide Crowley notice of funds required from time to time for purchase of equipment and construction activity. In the case of equipment purchases, payment in full must be received by JAXPORT according to the purchase contract terms, such terms to be determined at time of purchase. JAXPORT will notify Crowley of payment due according to the terms of the purchase agreement. Crowley will issue payment to JAXPORT for any and all payment requests and financial obligations within (10) business days of notification.

Any cancellation fee will be the responsibility of the party requesting cancellation. Cancellation fees are not reimbursable expenses under the MARAD Agreement. In the case of construction activity, prior to JAXPORT issuing an award for construction, Crowley will be notified of the total funding required for the construction, or in the case of significantly large projects, the funding required for each phase as defined in the construction contract.

Crowley will issue required payment to JAXPORT within ten (10) business days from the date of notification. Upon reimbursement of allowable expenses by USDOT/MARAD, JAXPORT shall reimburse Crowley by applying the USDOT/MARAD funds to the bank depository (project accounts) established by JAXPORT for the benefit of Crowley. At no time shall JAXPORT be responsible for advancing funds for the Project, except related to aspects of the Project not directly the responsibility of Crowley or another tenant.

5. Obligations and Responsibilities. Crowley agrees to prepare and provide any and all information, data, reports required by JAXPORT to comply with the PIDP Agreement, including, but not limited to, reporting obligations outlined in Article 6 (General Reporting Terms), Article 14 (Progress and Financial Reporting), Article 7 (Performance Reporting). Crowley must ensure that all reports comply with the PIDP Agreement, including the format and content requirements outlined in Exhibit C. Crowley shall hold JAXPORT harmless and reimburse JAXPORT for any fines or penalty assessed against JAXPORT that is imposed as a result of the failure to comply with the reporting obligations under the PIDP Agreement that are assumed by Crowley.

6. Cooperation. Notwithstanding anything to the contrary herein, the Parties agree to cooperate and keep one another informed with respect to all dealings with USDOT, MARAD and any other regulatory authority arising from or relating to the PIDP Grant and the PIDP Agreement, including without limitation any changes or anticipated changes in the Project.

7. Damages. JAXPORT reserves the right to seek damages against Crowley for any breach of this Agreement and any damages suffered by JAXPORT as a result of any breach of the obligations under the PIDP Agreement that are assumed by Crowley, including without limitation any fee, fine or penalty assessed by MARAD for failure to comply with the PIDP Agreement.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY INDEMNIFICATION OBLIGATION, NO PARTY SHALL BE LIABLE TO ANOTHER PARTY OR TO THE OTHER PARTIES FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, LOSS OF PROFITS OR ANY SIMILAR TYPE OF DAMAGE WHATSOEVER WHETHER IN LAW OR IN EQUITY, ARISING IN ANY WAY FROM THIS AGREEMENT HOWSOEVER CAUSED.

8. Attorney's Fees. In the event that any action is instituted by any Party to this Agreement to enforce or interpret any of the terms hereof, the prevailing party in such dispute shall be entitled to seek the recovery of all fees and reasonable and substantiated costs and expenses incurred in enforcing any right of the prevailing party, including without limitation, such reasonable fees and expenses of attorneys and accountants.

9. Representations. Each of the Parties represents and warrants it has all requisite power and authority to execute, deliver and perform all of its obligations under this Agreement. The execution and delivery by each party of this Agreement, and the performance by each Party of its obligations under this Agreement, have been duly authorized by all necessary corporate action on the part of each such Party. Each of the Parties represents and warrants that each person signing below on its behalf is fully authorized to enter into the terms and conditions stated herein, to execute this Agreement, and to legally bind the Party on whose behalf they are signing. This Agreement has been duly executed and delivered by each Party, and subject to the due execution and delivery by the other Party to this Agreement, this Agreement will be the valid and binding obligations of each Party, enforceable against such Party in accordance with its terms.

10. Successors and Assigns. This Agreement and the covenants contained herein shall inure to the benefit of and shall bind the respective Parties hereto and their respective successors and assigns.

11. Governing Law Venue and Jury Trial Waiver. This Agreement shall be governed by the laws of the State of Florida without regard to conflict of law principles. Venue for any action arising under this Agreement shall be in the Fourth Judicial Circuit in and for Duval County, Florida or the Middle District of Florida. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, AND APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

12. Modification. One of the terms and provisions of this Agreement may be waived, altered, modified or amended, except only by an instrument in writing executed by both Parties.

13. Severability. In the event any covenant, condition or provision of this Agreement is held to be invalid by any court of competent jurisdiction, such determination of invalidity will not materially prejudice either Party as to their respective rights or other obligations contained in the valid covenants, conditions or provisions of this Agreement that shall remain and continue in full force and effect.

14. Effective Date. This Agreement shall be effective as of the date signed by both Parties below.

CROWLEY LINER SERVICES, INC.

Patrick W. Tamasitis

Name: Patrick W. Tamasitis

Title: General Manager

Date: 6/20/2023

JACKSONVILLE PORT AUTHORITY

Signature: *Eric B. Green*
Eric B. Green (Jun 20, 2023 16:06 GMT+2)

Email: eric.green@jaxport.com

Name: Eric B. Green

Title: Chief Executive Officer

Date: 6/20/2023

**PIDP GRANT AGREEMENT BETWEEN JACKSONVILLE PORT
AUTHORITY AND SSA JACKSONVILLE, LLC**

This Agreement is made and entered into as of the __ day of _____, 2023 (the “Effective Date”), by and between the **Jacksonville Port Authority** (“JAXPORT” or “the Authority”), an independent agency, and **SSA Jacksonville, LLC**, (“SSA Jacksonville”), a limited liability company authorized to do business in the State of Florida. JAXPORT and SSA Jacksonville are hereafter sometimes referred to individually as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, JAXPORT and SSA Jacksonville have entered into Facilities Lease Agreements commencing August 1, 2019, which has been subsequently amended and restated; and

WHEREAS, JAXPORT and SSA Jacksonville are committed to improving the SSA Marine cargo terminal facilities and cargo handling equipment on Blount Island Marine Terminal to achieve greenhouse gas reductions, expand energy-efficient terminal infrastructure, increase JAXPORT’s cargo throughput, and develop a plan to transition to lower emission port infrastructure and maritime operations; and

WHEREAS, JAXPORT, with the support of SSA Jacksonville and another tenant, has applied for and been approved to receive a PIDP Grant through the United States Department of Transportation (“USDOT”) and administered by the Maritime Administration (“MARAD”) for the JAXPORT EXPRESS Project (“the Project”); and

WHEREAS, JAXPORT, as the Recipient of the PIDP Grant, will enter into a written agreement (“PIDP Agreement”) with USDOT for receipt of PIDP Grants funds in the amount of \$23,518,000.00; and

WHEREAS, SSA Jacksonville has agreed to lead certain components of the Project and, in that capacity, will receive the benefits of the PIDP Grant and expend funds as outlined in the PIDP Agreement to complete the Project; and

WHEREAS, JAXPORT, as the Recipient of the PIDP Grant, will be bound by certain Terms and Conditions of the PIDP Agreement, including, but not limited to, reporting requirements, contracting requirements, and compliance with Federal and State regulations; and

WHEREAS, SSA Jacksonville has agreed to accept certain of the rights and benefits and assume certain of the obligations and liabilities under the PIDP Agreement, as hereinafter provided.

AGREEMENT

NOW, THEREFORE, for and in consideration of the Agreement and other promises and covenants herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Recitals and Definitions. The above recitals are true and correct and are incorporated herein by this reference. All capitalized terms appearing in this Agreement not

otherwise defined in this Agreement shall be deemed to be defined terms and shall have the meanings assigned to such terms in the PIDP Agreement.

2. Acceptance. The Parties agree that, to the extent permitted by applicable law and the PIDP Agreement, SSA Jacksonville shall receive certain of the rights and benefits of JAXPORT and shall assume certain of the obligations and liabilities under the PIDP Agreement, including, but not limited to, the applicable portions of the General Terms and Conditions and any and all applicable Exhibits.

3. Financial Assurance. SSA Jacksonville agrees to provide all funding with respect to the Project as described in the PIDP Agreement, directly attributable to its respective participation.

4. Payment and Reimbursement. JAXPORT will provide SSA Jacksonville with notice of funds required from time to time for purchase of equipment and construction activity. In the case of equipment purchases, payment in full must be received by JAXPORT according to the purchase contract terms, such terms to be determined at time of purchase. JAXPORT will notify SSA Jacksonville of payment due according to the terms of the purchase agreement. SSA Jacksonville will issue payment to JAXPORT for any and all payment requests and financial obligations within (10) business days of notification. Any cancellation fee will be the responsibility of the party requesting cancellation. Cancellation fees are not reimbursable expenses under the MARAD Agreement.

In the case of construction activity, prior to JAXPORT issuing an award for construction, SSA Jacksonville will be notified of the total funding required for the construction, or in the case of significantly large projects, the funding required for each phase as defined in the construction contract. SSA Jacksonville will issue required payment to JAXPORT within ten (10) business days from the date of notification.

Upon reimbursement of allowable expenses by USDOT/MARAD, JAXPORT shall reimburse SSA Jacksonville by applying the USDOT/MARAD funds to the bank depository (project accounts) established by JAXPORT for the benefit of SSA Jacksonville. At no time shall JAXPORT be responsible for advancing funds for the Project, except related to aspects of the Project not directly the responsibility

5. Obligations and Responsibilities. SSA Jacksonville agrees to prepare and provide any and all information, data, reports required by JAXPORT to comply with the PIDP Agreement, including, but not limited to, reporting obligations outlined in Article 6 (General Reporting Terms), Article 14 (Progress and Financial Reporting), Article 7 (Performance Reporting). SSA Jacksonville must ensure that all reports comply with the PIDP Agreement, including the format and content requirements outlined in Exhibit C therein. The Parties shall hold JAXPORT harmless and reimburse JAXPORT for any fines or penalty assessed against JAXPORT that is imposed as a result of SSA Jacksonville's failure to comply with the reporting obligations under the PIDP Agreement that are assumed by SSA Jacksonville.

6. Cooperation. Notwithstanding anything to the contrary herein, the Parties agree to cooperate and keep one another informed with respect to all dealings with USDOT, MARAD and any other regulatory authority arising from or relating to the PIDP Grant and the PIDP Agreement,

including without limitation any changes or anticipated changes in the Project.

5. Damages. JAXPORT reserves the right to seek damages against SSA Jacksonville for SSA Jacksonville's breach of this Agreement and any damages suffered by JAXPORT as a result of any breach of the obligations under the PIDP Agreement that are assumed by SSA Jacksonville, including without limitation any fee, fine or penalty assessed by MARAD for failure to comply with the PIDP Agreement.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY INDEMNIFICATION OBLIGATION, NO PARTY SHALL BE LIABLE TO ANOTHER PARTY OR TO THE OTHER PARTIES FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, LOSS OF PROFITS OR ANY SIMILAR TYPE OF DAMAGE WHATSOEVER WHETHER IN LAW OR IN EQUITY, ARISING IN ANY WAY FROM THIS AGREEMENT HOWSOEVER CAUSED.

6. Attorney's Fees. In the event that any action is instituted by any Party to this Agreement to enforce or interpret any of the terms hereof, the prevailing party in such dispute shall be entitled to seek the recovery all fees and reasonable and substantiated costs and expenses incurred in enforcing any right of the prevailing party, including without limitation, such reasonable fees and expenses of attorneys and accountants.

7. Representations. Each of the Parties represents and warrants it has all requisite power and authority to execute, deliver and perform all of its obligations under this Agreement. The execution and delivery by each party of this Agreement, and the performance by each Party of its obligations under this Agreement, have been duly authorized by all necessary corporate action on the part of each such Party. Each of the Parties represents and warrants that each person signing below in its behalf is fully authorized to enter into the terms and conditions stated herein, to execute this Agreement, and to legally bind the Party on whose behalf they are signing. This Agreement has been duly executed and delivered by each Party, and subject to the due execution and delivery by the other Party to this Agreement, this Agreement will be the valid and binding obligations of each Party, enforceable against such Party in accordance with its terms.

8. Successors and Assigns. This Agreement and the covenants contained herein shall inure to the benefit of and shall bind the respective Parties hereto and their respective successors and assigns.

9. Governing Law Venue and Jury Trial Waiver. This Agreement shall be governed by the laws of the State of Florida without regard to conflict of law principles. Venue for any action arising under this Agreement shall be in the Fourth Judicial Circuit in and for Duval County, Florida or the Middle District of Florida.

EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, AND APPENDICES ATTACHED TO THIS AGREEMENT,

OR THE TRANSACTIONS CONTEMPLATED HEREBY.

10. Modification. None of the terms and provisions of this Agreement may be waived, altered, modified or amended except by an instrument in writing executed by both Parties.

11. Severability. In the event any covenant, condition or provision of this Agreement is held to be invalid by any court of competent jurisdiction, such determination of invalidity will not materially prejudice either Party as to their respective rights or other obligations contained in the valid covenants, conditions or provisions of this Agreement that shall remain and continue in full force and effect.

12. Effective Date. This Agreement shall be effective as of the date signed by both Parties below.

JACKSONVILLE PORT AUTHORITY

SSA JACKSONVILLE, LLC

Signature: Eric B. Green
Eric B. Green (Jun 21, 2023 15:13 GMT+2)

Email: eric.green@jaxport.com

Name: Eric B. Green

Title: Chief Executive Officer

DocuSigned by:
Paul Lokey

Name: Paul Lokey

Title: Vice President

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

AC-2023-06-01
Reference No.

File

06/15/2023
Date

SUBJECT: Security Guard Services
JPA Project G/L No.: 183.5362 **JPA Contract No.: 23-03**
Allied Universal Security Services, Inc.

COST: \$17,025,691.13 **BUDGETED** **NON-BUDGETED**

BACKGROUND:

On February 17, 2023, the Jacksonville Port Authority (JAXPORT) solicited proposals from “Security Companies” capable of providing 24/7 Security Services on a Florida Public Seaport, regulated by Florida Statute 311.12 and the Marine Transportation Security Act (MTSA). Security Guard Services under this contract consists of providing an unarmed security workforce, including stationary posts, foot and vehicle patrols, escort and transport of visitors, physical security, administrative support and workforce management for JAXORT’s various terminals and Access Control. The scope of services includes, all supervision, labor, materials, training and equipment required to perform security services in accordance with applicable Federal, State and Local laws and regulations in effect during the entire term of this contract.

On April 12, 2023, the Procurement Department received four (4) conforming Proposals from the following firms: Allied Universal Security Services, Inc., First Coast Security Services, American Guard Services, Inc., and Inter-Con Security Systems, Inc. After careful review of all submissions, based on the evaluation criteria established in the RFP, the proposers were ranked in the following order: 1) Allied Universal Security Services, Inc., 2) First Coast Security Services, Inc. 3) American Guard Services, Inc. and 4) Inter-Con Security Services.

The Evaluation Committee consisted of James Bennett, COO, Carolus Daniels, Controller and Ronnie Booker, Manager, Public Safety Operations. At the conclusion of successful negotiations with the top ranked firm, it is the consensus of the Evaluation Committee and the Director of Public Safety to recommend the award of a contract to Allied Universal Security Services, Inc., who offered the most responsible and responsive proposal.

This is a budgeted operating item for FY 24.

RECOMMENDATION:

Management recommends that the Board of Directors approve the issuance of a contract to Allied Universal Security Services, Inc., for Security Guard Services, in the not to exceed amount of \$17,025,691.13 for the initial contract period of three (3) years, starting November 1, 2023 to October 31, 2026, with two (2) additional one (1) year renewal options. Approval is further requested for adjusting the annual expenditure in accordance with annual budgeted appropriations.

AC-2023-06-01

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: Allied Universal Security Services, Inc., Article III Proposal Form dated 04/13/2023
Unofficial Bid Results and Negotiated Rates 06/06/2023

ORIGINATED BY:

SUBMITTED FOR APPROVAL

Derrick Lewis
Derrick Lewis (Jun 20, 2023 09:51 EDT)
Derrick Lewis, Director, Public Safety

Lisa Gee
Lisa Gee (Jun 20, 2023 10:43 EDT)
Lisa Gee, Director, Procurement Services

AWARDS COMMITTEE ACTION

APPROVED

APPROVED/REJECTED/DEFERRED

CONDITIONS OF APPROVAL (IF ANY):

Retta Rogers
Retta Rogers (Jun 20, 2023 11:12 EDT)
Retta Rogers, Secretary to Awards Committee

Beth McCague
Beth McCague (Jun 20, 2023 11:38 EDT)
Beth McCague, Interim Chair to Awards Committee

CHIEF EXECUTIVE OFFICER ACTION

APPROVED

APPROVED/REJECTED/DEFERRED

CONDITIONS OF APPROVAL (IF ANY):

Eric B. Green
Eric B. Green (Jun 20, 2023 20:57 GMT+2)
Eric B. Green, Chief Executive Officer

CONDITIONS OF APPROVAL (IF ANY):

Date

Rebecca Dicks, Corporate Secretary

BOARD DECISION

APPROVED/REJECTED/DEFERRED

CONDITIONS OF APPROVAL (IF ANY):

Date

Board Chairman

Date

Board Secretary

**ARTICLE III
PROPOSAL FORM**

PROPOSER’S COMPANY NAME: Allied Universal Security Services

BEFORE COMPLETING THIS FORM, ALL PROPOSERS SHOULD READ THE FOLLOWING INSTRUCTIONS CAREFULLY AND BE SURE THEY PREPARE THEIR PROPOSALS ACCORDINGLY. FAILURE TO COMPLY WITH THESE INSTRUCTIONS MAY RESULT IN REJECTION OF THE PROPOSAL OR MAY RESULT IN ANOTHER COMPANY BEING AWARDED THE CONTRACT.

The following checklist is provided for convenience. The Proposer should carefully review the submittal requirements in the RFP and submit all information requested.

1. Proposal Form – Article III and Article III “Attachment No. 1”
2. Bid Bond Form
3. Acknowledgement of Addenda
4. Conflict of Interest Certificate (Exhibit “A”)
5. Sworn Statement of Public Entity Crimes (Exhibit “B”)
6. E-Verify Compliance Form (Exhibit “C”)

ANNUAL CONTRACT PROPOSAL

FY 2024 – TOTAL PROPOSED EXPENSE	\$ <u>\$6,127,303.29</u>
FY 2025 – TOTAL PROPOSED EXPENSE	\$ <u>\$6,239,677.91</u>
FY 2026 – TOTAL PROPOSED EXPENSE	\$ <u>\$6,354,397.20</u>
SUM OF ALL FISCAL YEARS (2024, 2025 AND 2026)	\$ <u>\$18,721,378.40</u>

PROPOSAL SUBMISSION		ALLIED UNIVERSAL SECURITY SERVICES	FIRST COAST SECURITY SERVICES	AMERICAN GUARD SERVICES, INC	INTER-CON SECURITY SERVICES
Project: RFP_23-03 SECURITY GUARD SERVICES Proposal Due Date: April 12, 2023 at 2:00 PM					
	BID BOND:	Y	Cashiers Check #1166209	Y	Y
	COI FORM:	Y	Y	Y	Y
	PEC FORM:	Y	Y	Y	Y
	E-VERIFY FORM:	Y	Y	Y	Y
	ADDENDUM NO. 01:	Y	Y	Y	Y
ANNUAL CONTRACT PROPOSAL					
1	FY 2024 - TOTAL PROPOSED EXPENSE	\$ 6,127,303.29	\$ 6,340,442.16	\$ 6,807,441.10	\$ 7,056,583.84
2	FY 2025 - TOTAL PROPOSED EXPENSE	\$ 6,239,677.91	\$ 6,587,915.23	\$ 6,988,423.35	\$ 7,191,008.52
3	FY 2026 - TOTAL PROPOSED EXPENSE	\$ 6,354,397.20	\$ 6,846,045.07	\$ 7,174,157.34	\$ 7,328,121.68
TOTAL ALL FISCAL YEARS (2024, 2025 & 2026):		\$ 18,721,378.40	\$ 19,774,402.46	\$ 20,970,021.79	\$ 21,575,714.04

Bidder Requirements		Bid Bond - Cashier's Check in the amount of \$10,000		
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Recorded By: *Sandra Platt*
Sandra Platt (Apr 13, 2023 11:53 EDT)

Witness: *Retta Rogers*
Retta Rogers (Apr 13, 2023 12:10 EDT)

Witness: *Terrie Gunder*
Terrie Gunder (Apr 13, 2023 16:12 EDT)

Director, Procurement Services: *Lisa Gee*
Lisa Gee (Apr 13, 2023 16:43 EDT)

APPARENTLY CONFORMING

ARTICLE III
PROPOSAL FORM
SECURITY SERVICES FOR THE JACKSONVILLE PORT AUTHORITY
RFP NO 23-03

ATTACHMENT NO. 1

RFP 23-03 Security Services		FY 2024 - Proposed Pricing						FY 2025 - Proposed Pricing (Includes 2% increase to Base Rates)					FY 2026 - Proposed Pricing (Includes 2% increase to Base Rates)						
Ref. #	Positions	FY 2024 Proposed Annual Hours	Proposed FTE's	FY 2024 Base Rates	FY 2024 Proposed Multiplier	FY 2024 Proposed Billing Rates	FY 2024 Proposed Expense	FY 2025 Base Rates	% Increase	FY 2025 Proposed Multiplier	FY 2025 Proposed Billing Rates	FY 2025 Proposed Expense	FY 2026 Base Rates	% Increase	FY 2026 Proposed Multiplier	FY2026 Proposed Billing Rates	FY 2026 Proposed Expense		
1	Account Manager	2,080	1.0000	\$29.95	1.878	\$56.25	\$116,991.89	\$30.55	2%	1.878	\$57.37	\$119,331.73	\$31.16	2%	1.878	\$58.52	\$121,718.36		
3	Security Specialist Technician	0	0.0000	\$22.52	1.395	\$31.42	\$0.00	\$22.97	2%	1.395	\$32.04	\$0.00	\$23.43	2%	1.395	\$32.68	\$0.00		
4	Post Manager (BIMT and TMT)	4,160	2.0000	\$26.48	1.395	\$36.94	\$153,668.74	\$27.01	2%	1.395	\$37.68	\$156,742.11	\$27.55	2%	1.395	\$38.43	\$159,876.95		
5	Shift Supervisor (BIMT and TMT)	21,632	10.4000	\$17.74	1.395	\$24.75	\$535,333.59	\$18.09	2%	1.395	\$25.24	\$546,040.27	\$18.46	2%	1.395	\$25.75	\$556,961.07		
6	Security Supervisors (Cargo Operations/Cruise)	1,732	0.8327	\$17.74	1.395	\$24.75	\$42,862.32	\$18.09	2%	1.395	\$25.24	\$43,719.57	\$18.46	2%	1.395	\$25.75	\$44,593.96		
7	Security Officers - BIMT	55,744	26.8000	\$16.40	1.395	\$22.88	\$1,275,311.23	\$16.73	2%	1.395	\$23.34	\$1,300,817.46	\$17.06	2%	1.395	\$23.80	\$1,326,833.81		
8	Security Officers - TMT	52,416	25.2000	\$16.40	1.395	\$22.88	\$1,199,173.25	\$16.73	2%	1.395	\$23.34	\$1,223,156.71	\$17.06	2%	1.395	\$23.80	\$1,247,619.85		
9	Security Officers - DPMT	11,839	5.6918	\$16.40	1.395	\$22.88	\$270,852.64	\$16.73	2%	1.395	\$23.34	\$276,269.69	\$17.06	2%	1.395	\$23.80	\$281,795.09		
10	Access Control Manager	2,080	1.0000	\$26.48	1.395	\$36.94	\$76,834.37	\$27.01	2%	1.395	\$37.68	\$78,371.06	\$27.55	2%	1.395	\$38.43	\$79,938.48		
11	Access Control Credential Technician	6,240	3.0000	\$17.43	1.395	\$24.31	\$151,724.66	\$17.78	2%	1.395	\$24.80	\$154,759.16	\$18.13	2%	1.395	\$25.30	\$157,854.34		
12	Access Credential Technician Supervision	6,240	3.0000	\$17.74	1.395	\$24.75	\$154,423.15	\$18.09	2%	1.395	\$25.24	\$157,511.62	\$18.46	2%	1.395	\$25.75	\$160,661.85		
13	Security Officers - TWIC Escort	20,800	10.0000	\$16.40	1.395	\$22.88	\$475,862.40	\$16.73	2%	1.395	\$23.34	\$485,379.65	\$17.06	2%	1.395	\$23.80	\$495,087.24		
14	Ceres Post Manager	2,080	1.0000	\$26.48	1.395	\$36.94	\$76,834.37	\$27.01	2%	1.395	\$37.68	\$78,371.06	\$27.55	2%	1.395	\$38.43	\$79,938.48		
15	Ceres Shift Supervisor	8,736	4.2000	\$17.74	1.395	\$24.75	\$216,192.41	\$18.09	2%	1.395	\$25.24	\$220,516.26	\$18.46	2%	1.395	\$25.75	\$224,926.59		
16	Ceres Security Officers	16,640	8.0000	\$16.40	1.395	\$22.88	\$380,689.92	\$16.73	2%	1.395	\$23.34	\$388,303.72	\$17.06	2%	1.395	\$23.80	\$396,069.79		
17	Totals = FTE's	212,419	102.1245				\$5,126,754.95					\$5,229,290.05					\$5,333,875.85		
Vehicles		Quantity SUV TRUCK		Weekly Rate Per Vehicle		FY 2024 Vehicles Annual Expense		Weekly Rate Per Vehicle		FY 2025 - Vehicles Annual Expense		Weekly Rate Per Vehicle		FY 2026 Vehicles Annual Expense					
18	Security Operations Center	1	1		per wk/each	\$	-		per wk/each	\$	-		per wk/each	\$	0.00				
19	BIMT	2	3		per wk/each	\$	-		per wk/each	\$	-		per wk/each	\$	0.00				
20	TMT	2	2		per wk/each	\$	-		per wk/each	\$	-		per wk/each	\$	0.00				
21	TWIC Escort Services (BIMT and TMT)	1	9		per wk/each	\$	-		per wk/each	\$	-		per wk/each	\$	0.00				
22	Ceres	0	2		per wk/each	\$	-		per wk/each	\$	-		per wk/each	\$	0.00				
	Trucks		17	\$366.69	per wk/each	\$	324,153.96	366.69	per wk/each	\$	324,153.96	366.69	per wk/each	\$	324,153.96				
	SUVs		6	\$388.15	per wk/each	\$	121,102.80	388.15	per wk/each	\$	121,102.80	388.15	per wk/each	\$	121,102.80				
23	Total Vehicles =		23			\$	445,256.76			\$	445,256.76			\$	445,256.76				
FY 2024 - TOTAL PROPOSED ANNUAL EXPENSE: \$							\$5,572,011.71	FY 2025 - TOTAL PROPOSED ANNUAL EXPENSE:					\$5,674,546.81	FY 2026 - TOTAL PROPOSED ANNUAL EXPENSE:					\$5,779,132.61
NEGOTIATED RATES 06/06/2023																			

Board of Directors Meeting - AC2023-06-01 Security Guard Services

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

AC-2023-06-02
Reference No.

File

06/15/2023
Date

SUBJECT: TMT Berth 5 Pile Jacket Repairs
JPA Project No.: T2021.06 JPA Contract No.: C-1780
Michel's Construction, Inc.

COST: \$1,319,732.00 **BUDGETED** **NON-BUDGETED**

BACKGROUND:

This project consists of Berth 5 pile jacket repairs at Talleyrand Marine Terminal. The scope of work includes but is not limited to furnishing all labor, materials, equipment, incidentals, testing and supervision necessary to perform repairs to existing prestressed concrete piles and all associated works as specified in the project drawings and specifications.

On April 21, 2023, Procurement Services solicited bids from qualified and licensed contractors, to provide the aforementioned services. On May 24, 2023, Procurement Services received eight (8) conforming bids from Michels Construction, Inc., Underwater Mechanics Services, LLC, RUSH Marine, LLC, Nordic Underwater Services, Inc., Southern Road & Bridge, LLC, Seacoast, Inc., Coastal Gunit Construction Company and Fish Tec, Inc. After review of the conforming bids, it is the recommendation of the Engineering Department to award a contract to Michels Construction, 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 FY23 and will be funded with 100% JPA funds.

FINANCIAL:

Available Budget:	\$1,514,732
Proposed Expense:	<u>\$1,319,732</u>
Remaining Balance:	<u>\$ 195,000</u>

RECOMMENDATION:

Management recommends that the Board of Directors approve the issuance of a contract to Michael's Construction, Inc. for TMT Berth 5 pile jacket repairs in the amount of \$1,319,732.00.

AC-2023-06-02

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: Michels Construction, Inc., bid form dated 05/24/2023
Unofficial Bid Results

ORIGINATED BY:

SUBMITTED FOR APPROVAL

Kelsey Cox
Kelsey Cox (Jun 20, 2023 10:04 EDT)

Lisa Gee
Lisa Gee (Jun 20, 2023 10:43 EDT)

Kelsey Cox, Sr. Director, Engineering & Construction

Lisa Gee, Director, Procurement Services

AWARDS COMMITTEE ACTION

APPROVED

APPROVED / REJECTED / DEFERRED

CONDITIONS OF APPROVAL (IF ANY):

Retta Rogers
Retta Rogers (Jun 20, 2023 11:12 EDT)

Beth McCague
Beth McCague (Jun 20, 2023 11:38 EDT)

Retta Rogers, Secretary to Awards Committee

Beth McCague, Interim Chair to Awards Committee

CHIEF EXECUTIVE OFFICER ACTION

APPROVED

APPROVED / REJECTED / DEFERRED

CONDITIONS OF APPROVAL (IF ANY):

Eric B. Green
Eric B. Green (Jun 20, 2023 20:57 GMT+2)

Eric B. Green, Chief Executive Officer

CONDITIONS OF APPROVAL (IF ANY):

Date

Rebecca Dicks, Corporate Secretary

BOARD DECISION

APPROVED

REJECTED

DEFERRED

CONDITIONS OF APPROVAL (IF ANY):

Date

Board Chairman

Date

Board Secretary

BID FORM
JAXPORT PROJECT NO.: T2021.06
JAXPORT CONTRACT NO.: C-1780
TMT BERTH 5 PILE JACKET REPAIRS
TALLEYRAND MARINE TERMINAL

BIDDER'S NAME: Michels Construction 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-1780**, at the following price:

Scope of Work: Furnish all labor, materials, equipment, incidentals, testing and supervision necessary to perform repairs to existing prestressed concrete piles and all associated works as specified herein and in the project drawings and specifications. Project location is at the JAXPORT's Talleyrand Marine Terminal, Berth 5, in accordance with contract documents and drawings.

BASE BID					
LUMP SUM WORK					
Item Number	Description	Total Item Amount			
Division 01 - General Requirements					
1	Mobilization / Demobilization	\$ 155,927.00			
2	General Requirements	\$ 5,562.00			
Division 03 - Prestressed Concrete Pile Repairs					
3	CPS Commissioning and Reporting	\$ 108,423.00			
A. SUM OF ALL LUMP SUM WORK EXCLUDING UNIT PRICED WORK					\$ 269,912.00
BASE BID - ITEMIZED UNIT PRICED WORK (NOT INCLUDED IN LUMP SUM WORK); TO BE PAID BASED ON ACTUAL QUANTITY AUTHORIZED AND INSTALLED					
Item	Description	Estimated Quantity	Unit	Unit Price	Total Item Amount
1.A	Non-Structural Pile Jacket Repair, Type 1A (Existing 18-inch square prestressed concrete piles)	45	VLF	\$ 1,196.50	\$ 53,842.50
1.B	Non-Structural Pile Jacket Repair, Type 1B (Existing 18-inch square prestressed concrete piles)	830	VLF	\$ 1,101.75	\$ 914,452.50
2.A	Structural Pile Jacket Repair, Type 2A (Existing 18-inch square prestressed concrete piles)	10	VLF	\$ 1,190.00	\$ 11,900.00
2.B	Structural Pile Jacket Repair, Type 2B (Existing 18-inch square prestressed concrete piles)	20	VLF	\$ 1,318.75	\$ 26,375.00
3	Contractor Standby due to Compensable Delay (see note 2)	5	Calendar Day	\$ 8,650.00	\$ 43,250.00
B. ITEMIZED UNIT PRICE TOTAL					\$ 1,049,820.00
BID SUMMARY					
C. Total Lump Sum Work (Line A)				\$ 269,912.00	
D. Total Itemized Work (Line B)				\$ 1,049,820.00	
E. TOTAL BASE BID AMOUNT (LINES C + D)				\$ 1,319,732.00	
NOTES:					
(1) Bid Evaluation - Bids will be evaluated based on Line E above.					
(2) Refer to Specification Section 01 29 00 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.					
(3) Estimated pile jacket quantities are rounded up to the nearest 5 linear feet.					

BID FORM
JAXPORT PROJECT NO.: T2021.06
JAXPORT CONTRACT NO.: C-1780
TMT BERTH 5 PILE JACKET REPAIRS
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 lowest confirming bidder, based on the Total Base Bid Amount, 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 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 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.

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

Addendum No. 1, Dated: 5/15/23 Initials: LP
Addendum No. 2, Dated: 5/15/23 Initials: LP
Addendum No. 3, Dated: _____ Initials: _____
Addendum No. 4, Dated: _____ Initials: _____

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

Michels Construction Inc

Name of Contractor

BID FORM
JAXPORT PROJECT NO.: T2021.06
JAXPORT CONTRACT NO.: C-1780
TMT BERTH 5 PILE JACKET REPAIRS
TALLEYRAND MARINE TERMINAL

AUTHENTICATION (see "Supplemental Instructions to Bidders")

Michels Construction Inc

Firm

817 Main Street

Brownsville, Wisconsin 56003

Business Address

City

State

Zip Code

Mailing Address, if different from above

Luke ploessl

May 24, 2023

Authorized Signature

Date Executed

Luke Ploessl

General Manager Marine Operations

Typed Name

Title

920.924.4300 ext 3159

Telephone Number

Facsimile Number

87-1363378

F21000004087 (FL State License)

Company Federal Tax I.D. No.

Company's Business License No.

Project: C-1780 TMT BERTH 5 PILE JACKET REPAIRS Bid Open Date: Wednesday, May 24, 2023 at 2:00 PM		MICHEL'S CORPORATION	UNDERWATER MECHANIX SERVICES LLC	RUSH Marine LLC	Nordic Underwater Services, Inc	Southern Road & Bridge, LLC	Seacoast, Inc	Coastal Gunite Construction Company	Fish Tec Inc										
BIDDER REQUIREMENTS:																			
COI FORM		Y	Y	Y	Y	Y	Y	Y	Y										
PEC FORM		Y	Y	Y	Y	Y	Y	Y	Y										
BIDDER'S MINIMUM REQUIREMENTS		Y	Y	Y	Y	Y	Y	Y	Y										
CCRSC FORM		Y	Y	Y	Y	Y	Y	Y	Y										
BID BOND		Y	Y	Y	Y	Y	Y	Y	Y										
E-VERIFY		Y	Y	Y	Y	Y	Y	Y	Y										
E-BUILDER		Y	Y	Y	Y	Y	Y	Y	Y										
ACKNOWLEDGEMENT OF ADDENDUM NO. 1		Y	Y	Y	Y	Y	Y	Y	Y										
ACKNOWLEDGEMENT OF ADDENDUM NO. 2		Y	Y	Y	Y	Y	Y	Y	Y										
BASE BID LUMP SUM WORK																			
Item No.	Description	TOTAL ITEM AMOUNT	TOTAL ITEM AMOUNT	TOTAL ITEM AMOUNT	TOTAL ITEM AMOUNT	TOTAL ITEM AMOUNT	TOTAL ITEM AMOUNT	TOTAL ITEM AMOUNT	TOTAL ITEM AMOUNT										
Division 01 - General Requirements																			
1	Mobilization/Demobilization	\$ 155,927.00	\$ 179,237.00	\$ 69,845.00	\$ 207,525.00	\$ 200,000.00	\$ 75,000.00	\$ 169,000.00	\$ 100,000.00										
2	General Requirements	\$ 5,562.00	\$ 36,600.00	\$ 326,637.00	\$ 6,500.00	\$ 25,000.00	\$ 542,250.00	\$ 62,500.00	\$ 50,000.00										
Division 03 - Prestressed Concrete Pile Repairs																			
3	CPS Commissioning and Reporting	\$ 108,423.00	\$ 49,900.00	\$ 75,730.00	\$ 74,750.00	\$ 100,000.00	\$ 25,000.00	\$ 85,023.00	\$ 150,000.00										
A. BASE BID LUMP SUM WORK Cost Total		\$ 269,912.00	\$ 265,737.00	\$ 472,212.00	\$ 288,775.00	\$ 325,000.00	\$ 642,250.00	\$ 316,523.00	\$ 300,000.00										
BASE BID ITEMIZED UNIT PRICE WORK																			
Item Number	Description	EST. Qty.	UoM	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1.A	Non-Structural Pile Jacket Repair, Type 1A (Existing 18-inch square prestressed concrete piles)	45	VFL	\$ 1,196.50	\$ 53,842.50	\$ 1,292.00	\$ 58,140.00	\$ 1,735.98	\$ 78,119.10	\$ 1,688.00	\$ 75,960.00	\$ 1,900.00	\$ 85,500.00	\$ 1,455.00	\$ 65,475.00	\$ 2,080.00	\$ 93,600.00	\$ 2,320.44	\$ 104,419.80
1.B	Non-Structural Pile Jacket Repair, Type 1B (Existing 18-inch square prestressed concrete piles)	830	VFL	\$ 1,101.75	\$ 914,452.50	\$ 1,520.00	\$ 1,261,600.00	\$ 1,226.08	\$ 1,017,646.40	\$ 1,688.00	\$ 1,401,040.00	\$ 1,900.00	\$ 1,577,000.00	\$ 1,555.00	\$ 1,290,650.00	\$ 2,200.00	\$ 1,826,000.00	\$ 2,320.44	\$ 1,925,965.20
2.A	Non-Structural Pile Jacket Repair, Type 2A (Existing 18-inch square prestressed concrete piles)	10	VFL	\$ 1,190.00	\$ 11,900.00	\$ 1,790.00	\$ 17,900.00	\$ 2,427.40	\$ 24,274.00	\$ -	\$ -	\$ 1,900.00	\$ 19,000.00	\$ 2,345.00	\$ 23,450.00	\$ 2,550.00	\$ 25,500.00	\$ 2,320.44	\$ 23,204.40
2.B	Non-Structural Pile Jacket Repair, Type 2B (Existing 18-inch square prestressed concrete piles)	20	VFL	\$ 1,318.75	\$ 26,375.00	\$ 1,778.00	\$ 35,560.00	\$ 2,511.65	\$ 50,233.00	\$ 2,500.00	\$ 50,000.00	\$ 2,350.00	\$ 47,000.00	\$ 2,445.00	\$ 48,900.00	\$ 2,650.00	\$ 53,000.00	\$ 2,320.44	\$ 46,408.80
3	Contractor Standby due to Compensable Delay	5	Calendar Day	\$ 8,650.00	\$ 43,250.00	\$ 912.00	\$ 4,560.00	\$ 5,285.40	\$ 26,427.00	\$ 4,000.00	\$ 20,000.00	\$ 6,000.00	\$ 30,000.00	\$ 10,000.00	\$ 50,000.00	\$ 2,000.00	\$ 10,000.00	\$ 6,000.00	\$ 30,000.00
B. BASE BID ITEMIZED UNIT PRICED WORK Cost Total		\$ 1,049,820.00	\$ 1,377,760.00	\$ 1,196,699.50	\$ 1,547,000.00	\$ 1,758,500.00	\$ 1,478,475.00	\$ 2,008,100.00	\$ 2,129,998.20										
BID SUMMARY																			
C. Total Lump Sum Work (Line A)		\$ 269,912.00	\$ 265,737.00	\$ 472,212.00	\$ 288,775.00	\$ 325,000.00	\$ 642,250.00	\$ 316,523.00	\$ 300,000.00										
D. Total Itemized Work (Line B)		\$ 1,049,820.00	\$ 1,377,760.00	\$ 1,196,699.50	\$ 1,547,000.00	\$ 1,758,500.00	\$ 1,478,475.00	\$ 2,008,100.00	\$ 2,129,998.20										
E. TOTAL BASE BID AMOUNT (LINES C & D)		\$ 1,319,732.00	\$ 1,643,497.00	\$ 1,668,911.50	\$ 1,835,775.00	\$ 2,083,500.00	\$ 2,120,725.00	\$ 2,324,623.00	\$ 2,429,998.20										

Recorded By: Sandra Platt
Sandra Platt (Jun 1, 2023 11:51 EDT)

Witness: Retta Rogers
Retta Rogers (Jun 1, 2023 11:58 EDT)

Witness: Jerrie Gunder
Jerrie Gunder (Jun 1, 2023 12:58 EDT)

Director, Procurement Services: Lisa Gee
Lisa Gee (Jun 1, 2023 13:40 EDT)

APPARENTLY CONFORMING

9

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

AC-2023-06-03
Reference No.

File

06/15/2023
Date

SUBJECT: Bartram Island DMMA Cell "C" Restoration & Capacity Improvement
JPA Project No.: G2021.06 JPA Contract No.: C-1795 CO#1
Brance Diversified, Inc.

COST: 839,618.77

BUDGETED

NON-BUDGETED

BACKGROUND:

On January 6, 2022, JAXPORT issued a contract to Brance Diversified, Inc. in the amount of \$7,775,000.00 for 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 containment cells for storing of unsuitable (muck) material, etc., in accordance with the Technical Specifications and contract drawings.

This Change Order No. 1 is needed to complete the construction of the dyke walls around Cell "C" at Bartram Island in the amount of \$836,618.77 and to excavate two (2) additional Gopher Tortoise burrows in the amount of \$3,000.00.

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 FY23 and will be funded 100% with JPA funds.

FINANCIAL:

Available Budget :	\$ 948,484
Proposed Expense:	\$ <u>839,619</u>
Remaining Balance:	\$ <u>108,865</u>

RECOMMENDATION:

Management recommends that the Board of Directors approve the issuance of Change Order No. 1 to Brance Diversified, Inc., in the amount of \$839,618.77 for Bartram Island DMMA Cell "C" restoration & capacity improvement. The total contract cost to include Change Order No. 1 is \$8,614,618.77.

AC-2023-06-03

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., PCO-01 & PCO-02 dated 06/05/2023

ORIGINATED BY:

SUBMITTED FOR APPROVAL

Kelsey Cox
Kelsey Cox (Jun 20, 2023 10:04 EDT)

Lisa Gee
Lisa Gee (Jun 20, 2023 10:43 EDT)

Kelsey Cox, Sr. Director, Engineering & Construction

Lisa Gee, Director, Procurement Services

AWARDS COMMITTEE ACTION

APPROVED

APPROVED / REJECTED / DEFERRED

CONDITIONS OF APPROVAL (IF ANY):

Retta Rogers
Retta Rogers (Jun 20, 2023 11:12 EDT)

Beth McCague
Beth McCague (Jun 20, 2023 11:38 EDT)

Retta Rogers, Secretary to Awards Committee

Beth McCague, Interim Chair to Awards Committee

CHIEF EXECUTIVE OFFICER ACTION

APPROVED

APPROVED / REJECTED / DEFERRED

CONDITIONS OF APPROVAL (IF ANY):

Eric B. Green
Eric B. Green (Jun 20, 2023 20:57 GMT+2)

Eric B. Green, Chief Executive Officer

CONDITIONS OF APPROVAL (IF ANY):

Date

Rebecca Dicks, Corporate Secretary

BOARD DECISION

APPROVED

REJECTED

DEFERRED

CONDITIONS OF APPROVAL (IF ANY):

Date

Board Chairman

Date

Board Secretary

Contract Change Order



Commitment Change Details

Project: Bartram Island Cell C Expansion Design/Permitting/Construction
 2831 Talleyrand Ave.
 Jacksonville, FL 32206

Project #: G2021-06

Jacksonville Port Authority

Tel: (904) 357-3001
 Fax: (904) 357-3007

Date: 06.06.2023

To Contractor: Brance Diversified, Inc.
 14603 Beach Blvd.
 Jacksonville, FL, 32250

Architect's Project No:
 Contract Date: 01.06.2022
 Contract Number: C-1795
 Change Order Number: 01

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

PCO	Item Number	Description	Change Amount
PCO - 1	1.	To complete the construction of the dyke walls around Cell C, at Bartram Island, additional suitable material is required. The aforementioned suitable material will be excavated and hauled from Cell A to Cell C. Furthermore, an equivalent amount of unsuitable material will be hauled from Cell C to Cell B for disposal. Payment will be made on survey verified quantities.	\$836,618.77
PCO - 2	2.	Two additional Gopher Tortoise burrows excavated. Per the contract pay item this equates to an additional \$3,000	\$3,000.00

All work is to be performed in accordance with the plans and specifications. All other terms and conditions of the contract remain unchanged.

Execution of this Change Order resolves all issues and matters concerning time and compensation for the items specifically included herein. This accord and satisfaction shall be complete and absolute unless a specific reservation is identified on the document.

The original Contract Value was.....	\$7,775,000.00
Sum of changes by prior Contract Change Orders.....	0.00
Tax Saving Purchase Orders Issued to date	-\$733,174.49
The Contract Value prior to this Contract Change Order was.....	\$7,041,825.51
The Contract Value will be changed by this Contract Change Order in the amount of	\$839,618.77
The new Contract Value including this Contract Change Order will be.....	\$7,881,444.28
The Contract duration will be changed by.....	0 Calendar Days
The revised Substantial Completion date as of this Contract Change Order is	02.23.2024

Jacksonville Port Authority	Brance Diversified, Inc.
By: <i>Eric B. Green</i> <hr/> Eric B. Green (Jun 20, 2023 20:57 GMT+2)	By:

From: [Brandon Braziel](#)
To: [Ellen Carmosino](#); [Bobbi Mullins](#)
Cc: [Jose Vazquez](#); [Kelsey Cox](#)
Subject: BDI - Change Order Request
Date: Monday, June 5, 2023 3:13:50 PM
Attachments: [Bartram Island - Change Order Request.pdf](#)
[BDI Equipment Rental Documentation 6.1.23.pdf](#)
[Unsuitables - Cell B - Haul Rate.pdf](#)

Good afternoon Ellen,

Please see attached documents for the Change Order discussed earlier today. Additionally, below is a summary along with the associated narrative.

Potential Change Order Summary:

- Potential Change Order #1: **\$586,619** (*Suitable Material from Cell A to Cell C*)
 - 50,000 CY of suitable material (sand) from Cell A to Cell C
 - Haul rate of 1300 CY/Day (Calculated by averaging the haul rates per day from July 12th 2022 – May 5th 2023)
 - 9 Rain Days based on monthly averages from NOAA
 - **Supporting documentation attached**

- Potential Change Order #1-Continued: **\$250,000** (*Offloading Unsuitable Material to Cell B*)
 - 50,000 CY of unsuitable material from Cell C to Cell B
 - \$5/CY per contract pay item
 - \$5/CY * 50,000 CY = \$250,000

- Potential Change Order #2: **\$3,000** (*Gopher Tortoise Burrow Excavation*)
 - \$1,500 each, per contract pay item
 - **2 additional Gopher Tortoise burrows excavated**
 - \$1,500 x 2 = \$3,000

- **Total Change Order Request = \$839,619**

Note: Payment will be made on actual quantity of material hauled (survey verification) and approved rain days.

Narrative:

PCO #1: To complete the construction of the dyke walls around Cell C, at Bartram Island, additional suitable material is required. The aforementioned suitable material will be excavated and hauled from Cell A to Cell C. Furthermore, an equivalent amount of unsuitable material will be hauled from Cell C to Cell B for disposal. Payment will be made on survey verified quantities.

PCO #2: Two additional Gopher Tortoise burrows excavated. Per the contract pay item this equates to an additional \$3,000.

Kind Regards,
Brandon Braziel



Brandon Braziel
Project Manager
Jacksonville Port Authority (JAXPORT)

t. +1 (904) 357-3090 | m. +1 (904) 524-3933



BARTRAM ISLAND - CHANGE ORDER REQUESTS

BARTRAM ISLAND CHANGE ORDER MONTHLY COST (1300)

<u>JOB SITE EQUIPMENT RENTAL</u>		5/31/2023
BULL DOZER 1	\$7,945.93	
BULL DOZER 2	\$9,085.00	
TRACK HOE 1	\$14,385.00	
TRACK HOE 2	\$9,376.93	
OFF-ROAD TRUCK 1	\$14,067.00	
OFF-ROAD TRUCK 2	\$9,263.69	
OFF-ROAD TRUCK 3	\$9,285.75	
OFF-ROAD TRUCK 4	\$9,263.75	
OFF-ROAD TRUCK 5	\$9,263.69	
OFF-ROAD TRUCK 6	\$9,263.69	
ROLLER	\$3,835.56	
6" PUMP	\$4,285.38	
WATER TRUCK	\$5,000.00	<- Owned, but rental cost.
JOB-SITE TRUCK		Overhead Equipment
JOB-SITE SIDE BY SIDE		Overhead Equipment
GENERATOR		Overhead Equipment
JOB TRAILER		Overhead Equipment
WASTE TANK		Overhead Equipment
TUG & CREW		Overhead Equipment
CREW BOAT		Overhead Equipment
4000 GAL FUEL TANK		Overhead Equipment
GENERATOR		Overhead Equipment
LIGHT PLANT		Overhead Equipment
PORT-A-JOHN 1		Overhead Equipment
PORT-A-JOHN 2		Overhead Equipment
PORT-A-JOHN 3		Overhead Equipment
TOTAL	\$114,321.37	(Does not include Site Truck, Side By Side, Crew Boat or Light Plant)

LABOR		
84 Hour Work Weeks		
SUPERVISOR		Wayne/ Overhead
DOZER OPERATOR 1	\$13,440.00	Robbie
DOZER OPERATOR 2		Chase/Cell C
HOE OPERATOR 1	\$14,336.00	Anthony
HOE OPERATOR 2		Terry/Cell C
ROLLER OPERATOR		Timothy/Cell C
OFF-ROAD TRUCK OPERATOR 1	\$7,616.00	Tyler
OFF-ROAD TRUCK OPERATOR 2	\$8,064.00	John
OFF-ROAD TRUCK OPERATOR 3	\$8,064.00	Robert
OFF-ROAD TRUCK OPERATOR 4	\$8,064.00	Nick
OFF-ROAD TRUCK OPERATOR 5	\$8,064.00	Charlie
OFF-ROAD TRUCK OPERATOR 6	\$8,064.00	Clinton
CREW BOAT OPERATOR		James/ Overhead
TOTAL	\$75,712.00	

FUEL		
BULL DOZER 1	\$7,152.00	
BULL DOZER 2		Cell C
TRACK HOE 1	\$16,092.00	
TRACK HOE 2		Cell C
ROLLER		Cell C
OFF-ROAD TRUCK 1	\$4,470.00	
OFF-ROAD TRUCK 2	\$8,046.00	
OFF-ROAD TRUCK 3	\$8,046.00	
OFF-ROAD TRUCK 4	\$8,046.00	
OFF-ROAD TRUCK 5	\$8,046.00	
OFF-ROAD TRUCK 6	\$8,046.00	
6" PUMP		Cell C
WATER TRUCK		Cell C
JOB-SITE TRUCK		Overhead
JOB-SITE SIDE BY SIDE		Overhead
GENERATOR		Overhead
LIGHTPLANT		Overhead
TOTAL	\$67,944.00	

<u>DEF</u>	
BULL DOZER 1	\$405.00
BULL DOZER 2	
TRACK HOE 1	\$540.00
TRACK HOE 2	
ROLLER	
OFF-ROAD TRUCK 1	\$405.00
OFF-ROAD TRUCK 2	\$405.00
OFF-ROAD TRUCK 3	\$405.00
OFF-ROAD TRUCK 4	\$405.00
OFF-ROAD TRUCK 5	\$405.00
OFF-ROAD TRUCK 6	\$405.00
TOTAL	\$3,375.00

Cell C
Cell C
Cell C

<u>GREASE</u>	
3 Cases Per Machine Per Month	
BULL DOZER 1	\$352.76
BULL DOZER 2	
TRACK HOE 1	\$352.76
TRACK HOE 2	
ROLLER	\$0.00
OFF-ROAD TRUCK 1	\$352.76
OFF-ROAD TRUCK 2	\$352.76
OFF-ROAD TRUCK 3	\$352.76
OFF-ROAD TRUCK 4	\$352.76
OFF-ROAD TRUCK 5	\$352.76
OFF-ROAD TRUCK 6	\$352.76
TOTAL	\$2,822.08

Cell C
Cell C
Cell C

OVERALL TOTAL: **\$264,174.45**
 Fee 15% **\$39,626.17**
 Monthly Cost: **\$303,800.62**
Daily Cost 30 days/month **\$10,126.69**
 1300 CY per Day
COST PER CY **\$7.79**

Based on Haul Data Provided by BDI

OVERHEAD PER MONTH		
SUPERVISOR	\$13,888.00	Wayne
CREW BOAT OPERATOR	\$9,856.00	James
JOB-SITE SIDE BY SIDE	\$951.00	<- Purchased Price \$9509/10=\$951 a month
GENERATOR	\$1,130.00	
JOB TRAILER	\$913.75	
WASTE TANK	\$351.53	
TUG & CREW	\$32,480.00	\$3,200/Day Boat + \$860/Day Crew (8 Times Per Month)
CREW BOAT		1988 MAK - HULL: MAK405100788
4000 GAL FUEL TANK	\$800.00	<- Owned, but rental cost.
GENERATOR	\$1,235.72	
LIGHT PLANT		2002 AR Lintern - SN: 54869
FUEL FOR OVERHEAD EQUIP	\$5,364.00	\$2682+\$894+\$894+\$894
PORT-A-JOHN 1	\$224.38	Uncaged
PORT-A-JOHN 2	\$254.69	Caged
PORT-A-JOHN 3	\$224.38	Uncaged
INSURANCE	\$2,758.00	
WORKERS COMP	\$8,000.00	
OFFICE MISC	\$100.00	
OFFICE WAGES	\$1,240.00	
JOB-SITE OFFICE EQUIPMENT/WIFI & MISC	\$200.00	
JOB-SITE WATER/ICE	\$150.00	
SUBTOTAL	\$80,121.45	
Fee 15%	\$12,018.22	\$3,071.32
TOTAL OVERHEAD PER MONTH	\$92,139.67	\$3,071.32/Day

SURVEYS		
PRE-EXCAVATION SURVEY	\$4,590.00	
INTERMEDIATE SURVEY	\$4,400.00	
POST-EXCAVATION SURVEY	\$4,400.00	
TOTAL	\$13,390.00	
FEES 15%	\$2,008.50	
TOTAL SURVEYS	\$15,398.50	Lump Sum

Request Change Order for 50,000 CY	50,000 CY / 1,300 CY per day	39 Days	
Direct Cost	50,000CY * \$7.79	\$389,500	
Overhead	39 days * \$3,071.32	\$119,781	
Equip Rental Cost, Rain Days	9 Days * \$3,810.71	\$34,296	
Rain Days Overhead	9 Days * \$3,071.32	\$27,642	NOAA Data from June & July 2022
Survey Cost	\$15,399.00	\$15,399	
	TOTAL COST	\$586,619	
		\$11.73	Total Cost per CY

PCO #1 (Suitable, Cell A to Cell C)	\$586,618.77
PCO #2 (Unsuitable, Cell C to Cell B)	\$250,000.00
PCO #3 (Gopher Tortoise)	\$3,000.00
Total CPO \$ Request	\$839,618.77

Offload Unsuitable Materials to Cell B (MUD)		
12-Jul	108	1620
13-Jul	165	2475
14-Jul	120	1800
15-Jul	107	1605
16-Jul	43	645
17-Jul	0	0
18-Jul	98	1470
19-Jul	42	630
20-Jul	70	1050
6-Feb	109	1635
7-Feb	122	1830
8-Feb	130	1950
9-Feb	121	1815
10-Feb	110	1650
11-Feb	0	0
12-Feb	0	0
13-Feb	116	1740
14-Feb	123	1845
15-Feb	134	2010
16-Feb	113	1695
17-Feb	117	1755
18-Feb	128	1920
19-Feb	87	1305
20-Feb	88	1320
21-Feb	110	1650
22-Feb	143	2145
23-Feb	158	2370
24-Feb	146	2190
25-Feb	150	2250
26-Feb	118	1770
27-Feb	140	2100
28-Feb	147	2205
1-Mar	133	1995
2-Mar	133	1995
3-Mar	126	1890
4-Mar	172	2580
5-Mar	140	2100
6-Mar	80	1200
7-Mar	122	1830
8-Mar	101	1515
9-Mar	55	825
10-Mar	97	1455
11-Mar	0	0
12-Mar	0	0
13-Mar	0	0
14-Mar	0	0
15-Mar	75	1125

Breakdown	
Total Loads:	123,750
Total CY (15CY Per Load):	8,250

16-Mar	159	2385
17-Mar	135	2025
18-Mar	93	1395
19-Mar	0	0
20-Mar	161	2415
21-Mar	170	2550
22-Mar	165	2475
23-Mar	154	2310
24-Mar	117	1755
25-Mar	0	0
26-Mar	0	0
27-Mar	132	1980
28-Mar	39	585
29-Mar	0	0
30-Mar	0	0
31-Mar	0	0
1-Apr	0	0
2-Apr	0	0
3-Apr	0	0
6-Apr	138	2070
7-Apr	89	1335
8-Apr	133	1995
9-Apr	0	0
10-Apr	64	960
11-Apr	85	1275
12-Apr	64	960
13-Apr	101	1515
14-Apr	132	1980
15-Apr	111	1665
16-Apr	126	1890
17-Apr	147	2205
18-Apr	113	1695
19-Apr	117	1755
20-Apr	127	1905
21-Apr	128	1920
22-Apr	118	1770
23-Apr	66	990
24-Apr	0	0
25-Apr	137	2055
26-Apr	115	1725
27-Apr	72	1080
28-Apr	11	165
29-Apr	2	30
30-Apr	0	0
1-May	0	0
2-May	0	0
3-May	95	1425
5-May	37	555



INVOICE # 0720908-IN

Page 1 of 1

Phone: (478) 781-1234 | Fax: (478) 784-0148
www.walthall-oil.com

Remit To: Walthall Oil Company
Dept. 321
P.O. Box 4458
Houston, TX 77210-4458

Invoice Date: 5/18/23	Order Date: 5/16/23	Due Date: 5/17/2023
Terms: NET 30 DAYS	Order No: 0720908	Amount Due: 12,313.40
Customer No: 0048495	Ship Via: 170	
P.O. No:		Salesperson: W29

Bill To:
BRANCE DIVERSIFIED INC
14603 BEACH BLVD SUITE 3000
JACKSONVILLE BEACH, FL 32250

Ship To:
BRANCE DIVERSIFIED REED ISLAND
11163 REED ISLAND DR
BRETT TUCKER (352) 212-7437
JACKSONVILLE, FL 32225

Item Number	Unit	Ordered	Shipped	Whse	Price	Amount
19	GAL	3,838,000	3,838,000	170	2,980.5 Per Gal	11,439.16
NA 1993 / DIESEL FUEL / CLASS 3 / PG III / ERG. NO 128 / DYED ULTRA LOW SULFUR DIESEL / FLAMMABLE LIQUID / THIS PRODUCT IS DYED DIESEL FUEL SULFUR (MAXIMUM) / NON-TAXABLE USE ONLY / PENALTY FOR TAXABLE USE.3						
					FL POLLUTION TAX	79.48
					FEDERAL LUST FUND	3.84
					FEDERAL OIL SPILL STANDARD FEE	8.21
					FED HAZARD SUBSTANCE STD FEE	14.97

Sub Total:	11,545.66
Freight:	0.00
Sales Tax:	767.74
Total Due:	12,313.40

Received the above materials in good condition

FOR HAZARDOUS MATERIAL EMERGENCY
SPILL, LEAK, FIRE, ACCIDENT
CALL INFOTRAC
1-800-535-5053

X



Phone: (478) 781-1234 | Fax: (478) 784-0148
 www.walthall-oil.com

Remit To: *Walthall Oil Company*
 Dept. 321
 P.O. Box 4458
 Houston, TX 77210-4458

INVOICE # 0717621-IN

Page 1 of 1

Invoice Date: 5/5/23	Order Date: 5/3/23	Due Date: 6/4/2023
Terms: NET 30 DAYS	Order No: 0717621	Amount Due: 613.50
Customer No: 0048495	Ship Via: 131	
P.O. No:		Salesperson: W29

Bill To:
 BRANCE DIVERSIFIED INC
 14603 BEACH BLVD SUITE 3000
 JACKSONVILLE BEACH, FL 32250

Ship To:
 MAIN SHOP - BEACH BLVD
 14603 BEACH BLVD
 ANGIE OR LANCE (305) 951-1092
 JACKSONVILLE BEACH, FL 32250

Item Number	Unit	Ordered	Shipped	Whse	Price	Amount
749305	PAIL	6.000	30.000	090	19.0000	570.00
MOBIL DELVAC 1300 SUP 15W40 5 GL PL (122490) (CJ-4)					Per Gal.	
BO TO 0718677						
FL WATER QUALITY TAX					0.02500	0.75

Sub Total:	570.75
Freight:	0.00
Sales Tax:	42.75
Total Due:	613.50

Received the above materials in good condition

X _____

FOR HAZARDOUS MATERIAL EMERGENCY
 SPILL LEAK FIRE ACCIDENT
 CALL NIPOTRAC
 1-800-425-1053



Phone: (478) 781-1234 | Fax: (478) 784-0148
 www.walthall-oil.com

Remit To: **Walthall Oil Company**
 Dept. 321
 P.O. Box 4458
 Houston, TX 77210-4458

INVOICE # 0717066-IN

Page 1 of 1

Invoice Date: 5/3/23	Order Date: 5/2/23	Due Date: 6/2/2023
Terms: NET 30 DAYS	Order No.: 0717066	Amount Due: 267.44
Customer No.: 0048495	Ship Via: 131	
P.O. No.:		Salesperson: W16

Bill To:
 BRANCE DIVERSIFIED INC
 14603 BEACH BLVD SUITE 3000
 JACKSONVILLE BEACH, FL 32250

Ship To:
 HILL STREET JOB
 1901 HILL STREET
 BRETT (225) 390-8724
 JACKSONVILLE, FL 32202

Item Number	Unit	Ordered	Shipped	Whse	Price	Amount
DEFDRUM	DRUM	1.000	55.000	090	4.5000	247.50
DEF - DRUM 55 GALLONS						
					Per Gal.	
					FL WATER QUALITY TAX	1.38

Received the above materials in good condition

X

FOR HAZARDOUS MATERIAL EMERGENCY
 SPILL LEAK FIRE ACCIDENT
 CALL INFOTRAC
 1-800-335-5052

Sub Total:	248.88
Freight:	0.00
Sales Tax:	18.56
Total Due:	267.44



Phone: (478) 781-1234 | Fax: (478) 784-0148
 www.walthall-oil.com

Remit To: Walthall Oil Company
 Dept. 321
 P.O. Box 4458
 Houston, TX 77210-4458

INVOICE # 0715734-IN

Page 1 of 1

Invoice Date: 4/28/23	Order Date: 4/26/23	Due Date: 5/28/2023
Terms: NET 30 DAYS	Order No: 0715734	Amount Due: 569.04
Customer No: 0048495	Ship Via: 131	
P.O. No:		Salesperson: W29

Bill To:
 BRANCE DIVERSIFIED INC
 14603 BEACH BLVD SUITE 3000
 JACKSONVILLE BEACH, FL 32250

Ship To:
 MAIN SHOP - BEACH BLVD
 14603 BEACH BLVD
 ANGIE OR LANCE (305) 951-1092
 JACKSONVILLE BEACH, FL 32250

Item Number	Unit	Ordered	Shipped	Whse	Price	Amount
799401	CASE	6 000	51 378	090	10.3000	529.19
MOBILGREASE XHP 222 10/13.7OZ CA(8.563LBS) (121929) (40/121928)						= 88.19 per cas
FL WATER QUALITY TAX					0.00313	0.16

Sub Total:	529.35
Freight:	0.00
Sales Tax:	39.69
Total Due:	569.04

Received the above materials in good condition

FOR HAZARDOUS MATERIAL EMERGENCY
 SPILL, LEAK, FIRE, ACCIDENT
 CALL: NFOTRAC
 1-800-535-5053

X _____

Floaters Portable Sanitation Inc.,

1509 Faye Rd.
Jacksonville, FL 32218

Ph: 904-751-2614 Fax: 904-751-0767
Email: Info@FloatersNow.com

#1 in Customer Service



Invoice

Billing Address
BRANCE DIVERSIFIED CC ON FILE 601 BRYAN ST JACKSONVILLE, FL 32202

Service Address
REED ISLAND / GATE CODE 6777 11163 REED ISLAND DR JACKSONVILLE, FL 32225

Phone: (904) 748-0050

Fax: 0

Due Date	Cust #	Site #	Date	Clerk	Terms	P.O.#	Invoice #	Page
5/28/2023	BRANCEDIVE	19897	4/28/2023	TW	NET30		A-166930	Page 1 / 2

DESCRIPTION	RATE	QTY	AMOUNT
4/23/2023- 5/20/2023 R			
404			
-REGULAR UNIT-Service Interval = 2W - Units=2	100.00/MTH	2	200.00
SERVICE WEEKLY-REGULAR UNIT-Service Interval = 2W - Units=2	25.00/WK	8	200.00
1W-REGULAR UNIT-Service Interval = 2W - Units=2	1.88/EACH	8	15.04
1M-REGULAR UNIT-Service Interval = 2W - Units=2	7.50	2	15.00
FSM-REGULAR UNIT-Service Interval = 2W - Units=2	15.00/EACH	2	30.00
4/23/2023- 5/20/2023 HR			
-HIGH RISE UNIT-Service Interval = 2W - Units=1	125.00/MTH	1	125.00
SERVICE WEEKLY-HIGH RISE UNIT-Service Interval = 2W - Units=1	25.00/WK	4	100.00
CAGE-EXTRAM-HIGH RISE UNIT-Service Interval = 2W - Units=1	25.00/EACH	1	25.00
1W-HIGH RISE UNIT-Service Interval = 2W - Units=1	1.88/EACH	4	7.52
1M-HIGH RISE UNIT-Service Interval = 2W - Units=1	9.38	1	9.38
2M-HIGH RISE UNIT-Service Interval = 2W - Units=1	1.88	1	1.88
Total			728.82

MUST EMAIL CC AND TAC RECEIPTS

Please make sure to update your records with our new Remit Address: 1509 Faye Rd, Jacksonville FL, 32218

CREDIT CARD PAYMENTS CAN BE MADE ONLINE www.FloatersNow.com



BRANCH 22F
7997 RAMPART RD
JACKSONVILLE FL 32244-5605
904-737-3600
904-737-8009 FAX

**4 WEEK BILLING
INVOICE**

206421902-014

Job Site

BARTRAM ISLAND SPOIL SITE
BARTRAM ISLAND
JACKSONVILLE FL 32226

Office: 904-748-0050 Cell: 352-212-7437

Customer # : 1141046
Invoice Date : 05/05/23
Date Out : 05/19/23 12:00 PM
Billed Through : 05/17/23 00:00
UR Job Loc : BARTRAM ISLAND, JACK
UR Job # : 42
Customer Job ID:
P.O. # : 2022-014
Ordered By : LANCE YOUNG
Reserved By : TIMOTHY SMITH
Salesperson : JOSEPH VIDOLI

BRANCE DIVERSIFIED INC
14603 BEACH BLVD STE 3000
JACKSONVILLE FL 32250-2380

Invoice Amount: \$1,235.72

Terms: Due Upon Receipt
Payment options: Contact our credit office 212-333-6800 Ext. 84743
REMIT TO: UNITED RENTALS (NORTH AMERICA), INC.
PO BOX 100711
ATLANTA GA 30384-0711

RENTAL ITEMS:							
Qty	Equipment	Description	Minimum	Day	Week	4 Week	Amount
1	11210728	GENERATOR 19-23 KVA TIE# 4 Make: WACKER Model: E 717 Serial: WNNG000.HM000014 Meter Out: 475.10 Meter In: .00		175.00	395.00	375.00	975.00
1	241/9010	CABLE BANDED 3 WIRE 3.0'		35.00	75.00	135.00	155.00
						Rental Subtotal:	1,130.00
SALES/MISCELLANEOUS ITEMS:							
Qty	Item		Price		Unit of Measure		Extended Amt.
1	ENVIRONMENTAL SERVICE CHARGE	[ENV/WCI]	19.500		EACH		19.50
						Sales Misc Subtotal:	19.50
						Agreement Subtotal:	1,149.50
						Tax:	86.22
						Total:	1,235.72

COMMENTS/NOTES:

CONTACT: Brett Tucker
CELL#: 352-212-7437
UNIT TO BE DELIVERED TO:
REED ISLAND PROJECT
11233 REED ISLAND DR JACKSONVILLE FL

Billing period: 28 Days from 05/19 12:00 PM thru 5/17/23 12:00 PM

Effective January 1, 2021 and where permitted by law, United Rentals may impose a surcharge of 1.8% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax in some jurisdictions.

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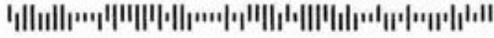
BRANCH AG4
11637 CAMDEN RD
0002
JACKSONVILLE FL 32218-3901
904-751-3550

Job Site

BARTRAM ISLAND SPOIL SITE
BARTRAM ISLAND
JACKSONVILLE FL 32226

Office: 904-748-0050 Cell: 352-212-7437

4.1.1237 2 MB 0.520 58720521.p01 129008 1-5 0



BRANCE DIVERSIFIED INC
14603 BEACH BLVD STE 3000
JACKSONVILLE FL 32250-2380

4 WEEK BILLING
INVOICE



206410067-013

Customer # : 1141046
Invoice Date : 04/19/23
Date Out : 05/17/23 01:43 PM
Billed Through : 05/16/23 00:00
UR Job Loc : BARTRAM ISLAND, JACK
UR Job # : 42
Customer Job ID:
P.O. # : 2022-025
Ordered By : LANCE YOUNG
Reserved By : WILLIAM HESS
Salesperson : WILLIAM HESS

Invoice Amount: \$913.75

Terms: Due Upon Receipt
Payment options: Contact our credit office 212-333-6600 Ext. 84743
REMIT TO: UNITED RENTALS (NORTH AMERICA),INC.
PO BOX 100711
ATLANTA GA 30384-0711

RENTAL ITEMS:								
Qty	Equipment	Description	Minimum	Day	Week	4 Week	Amount	
1	11411905	GLO/OFFICE CONTAINER 8X40X9'6" G3 W/RR Make: MOBILE TRL Model: 40G3 Serial: XHCUS264125				850.00	850.00	
							Rental Subtotal:	850.00
							Agreement Subtotal:	850.00
							Tax:	63.75
							Total:	913.75

COMMENTS/NOTES:

CONTACT: WAYNE WINNER
CELL#: 843-991-9434
*** UNITS MUST BE DELIVERED TO:
REED ISLAND 11233 REED ISLAND DR
JACKSONVILLE FL 32225
40' GROUND LEVEL OFFICE WITH
RESTROOM. CONTACT BRETT TUCKER
(352) 212-7437
MORNING DELIVERY

Billing period: 28 Days From 4/18/23 01:43 PM Thru 5/16/23 01:43 PM

ARE YOU OR YOUR EMPLOYEES IN NEED OF OPERATOR CERTIFICATION TRAINING?
CONTACT UNITED ACADEMY TODAY
844-222-2345 OR WWW.UNITEDRENTALS.COM/TRAINING

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**4 WEEK BILLING
INVOICE**
207052612-012

Job Site

REED ISLAND
11123 REED ISLAND DR
JACKSONVILLE FL 32225

Office: 904-748-0050 Cell: 305-951-1092

4.1.11111MB 0.528 54997S21.p01 104700 1-1 0



BRANCE DIVERSIFIED INC
14603 BEACH BLVD STE 3000
JACKSONVILLE FL 32250-2380

Customer #	: 1141046
Invoice Date	: 04/11/23
Date Out	: 06/06/22 05:00 PM
Billed Through	: 05/08/23 00:00
UR Job Loc	: 11233 REED ISLAND CT
UR Job #	: 38
Customer Job ID:	
P.O. #	: 2022-025
Ordered By	: LANCE YOUNG
Reserved By	: MICHAEL GILBERT
Salesperson	: MICHAEL GILBERT

Invoice Amount: \$351.53

Terms: Due Upon Receipt
Payment options: Contact our credit office 212-333-6600 Ext. 84743
REMIT TO: UNITED RENTALS (NORTH AMERICA),INC.
PO BOX 100711
ATLANTA GA 30384-0711

RENTAL ITEMS:							
Qty	Equipment	Description	Minimum	Day	Week	4 Week	Amount
1	600/2485	WASTE HOLDING TANK		22.00	22.00	22.00	22.00
1	075/2080	SERVICE - WASTE TANK 1X WEEKLY		305.00	305.00	305.00	305.00
						Rental Subtotal:	327.00
						Agreement Subtotal:	327.00
						Tax:	24.53
						Total:	351.53

COMMENTS/NOTES:

CONTACT: Brett Tucker
CELL#: 352-212-7437
MUST CALL CONTACT PRIOR TO DELIVERY.
DELV. UNIT TO FOLLOWING ADDRESS
REED ISLAND 11233 REED ISLAND DR
JACKSONVILLE FL 32225 WAYNE 843-991-9434

Billing period: 28 Days From 4/10/23 05:00 PM Thru 5/08/23 05:00 PM

TO SCHEDULE EQUIPMENT FOR PICKUP, CALL 800-UR-RENTS (800-877-3687)
WE ARE AVAILABLE 24/7 TO SUPPLY YOU WITH A CONFIRMATION #
IN ORDER TO CLOSE THIS CONTRACT

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4 WEEK BILLING INVOICE

212572480-007

Job Site

BARTRAM ISLAND SPOIL SITE
BARTRAM ISLAND
JACKSONVILLE FL 32226

Office: 904-748-0050 Cell: 352-212-7437

Customer # : 1141046
Invoice Date : 04/12/23
Date Out : 11/01/22 09:00 AM
Billed Through : 04/18/23 00:00
UR Job Loc : BARTRAM ISLAND, JACK
UR Job # : 42
Customer Job ID:
P.O. # : 2022-902
Ordered By : LANCE YOUNG
Reserved By : TIMOTHY SMITH
Salesperson : JONATHAN FOSTER

BRANCE DIVERSIFIED INC
14603 BEACH BLVD STE 3000
JACKSONVILLE FL 32250-2380

Invoice Amount: \$4,285.38

Terms: Due Upon Receipt
Payment options: Contact our credit office 212-333-8600 Ext. 84743
REMIT TO: UNITED RENTALS (NORTH AMERICA),INC.
PO BOX 100711
ATLANTA GA 30384-0711

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Amount
1	10954212	PUMP 6" VAC ASSIST - DIESEL Make: CORNELL Model: 6612T-RP-QSF2.8 Serial: 231389 Meter out: 3939.00 Meter in: .00		499.00	999.00	2,120.00	2,120.00
4	537/2230	HOSE 6X20 KANAFLEX SUCTION - QC		45.00	90.00	170.00	680.00
6	537/6630	HOSE 6X50 LAYFLAT DISCHARGE - QC		39.00	78.00	155.00	930.00
1	545/6906	6" HDPE TEE FLOAT		36.00	71.00	214.00	214.00
						Rental Subtotal:	3,944.00

SALES/MISCELLANEOUS ITEMS:

Qty	Item	Price	Unit of Measure	Extended Amt.	
1	ENVIRONMENTAL SERVICE CHARGE [ENV/MCI]	42.400	EACH	42.40	
				Sales/Misc Subtotal:	42.40
				Agreement Subtotal:	3,986.40
				Tax:	298.98
				Total:	4,285.38

COMMENTS/NOTES:

CONTACT: WAYNE WINNER
CELL#: 843-991-9434
ALL UNITS MUST BE DELIVERED TO BUCK
ISLAND 13298 FORT CAROLINE RD.
JACKSONVILLE
FL 32225

Billing period: 28 Days From 3/21/23 09:00 AM Thru 4/18/23 09:00 AM

ARE YOU OR YOUR EMPLOYEES IN NEED OF OPERATOR CERTIFICATION TRAINING?
CONTACT UNITED ACADEMY TODAY
844-222-2345 OR WWW.UNITEDRENTALS.COM/TRAINING

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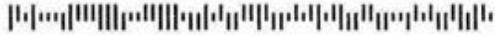
BRANCH 22F
7097 RAMPART RD
JACKSONVILLE FL 32244-5605
904-737-3600
904-737-8009 FAX

Job Site

BARTRAM ISLAND SPOIL SITE
BARTRAM ISLAND
JACKSONVILLE FL 32226

Office: 904-748-0050 Cell: 352-212-7437

3.1.657 1 MB 0.528 56240S21.p01 118401 1-2 0



BRANCE DIVERSIFIED INC
14603 BEACH BLVD STE 3000
JACKSONVILLE FL 32250-2380

4 WEEK BILLING
INVOICE

206714979-012

Customer # : 1141046
Invoice Date : 04/15/23
Date Out : 05/26/22 12:00 PM
Billed Through : 04/27/23 00:00
UR Job Loc : BARTRAM ISLAND, JACK
UR Job # : 42
Customer Job ID:
P.O. # : 2022-301
Ordered By : LANCE YOUNG
Reserved By : TIMOTHY SMITH
Salesperson : JOSEPH VIDOLI

Invoice Amount: \$3,835.56

Terms: Due Upon Receipt
Payment options: Contact our credit office 212-333-6600 Ext. 84743
REMIT TO: UNITED RENTALS (NORTH AMERICA), INC.
PO BOX 100711
ATLANTA GA 30384-0711

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Amount
1	11090965	ROLLER 80-89" VIB SINGLE DRUM SMOOTH Make: HAMM Model: H10I Serial: WGH0H23SCHAA02154 Meter out: 1206.00 Meter in: .00		455.00	1,394.00	3,498.00	3,498.00

Rental Subtotal: 3,498.00

SALES/MISCELLANEOUS ITEMS:

Qty	Item	Price	Unit of Measure	Extended Amt.
1	ENVIRONMENTAL SERVICE CHARGE [ENV/MCI]	69.960	EACH	69.96
Sales/Misc Subtotal:				69.96
Agreement Subtotal:				3,567.96
Tax:				267.60
Total:				3,835.56

COMMENTS/NOTES:

CONTACT: LANCE YOUNG
CELL#: 904-580-1111
ALL UNITS MUST BE DELIVERED TO BUCK
ISLAND 13298 FORT CAROLINE RD.
JACKSONVILLE
FL 32225

Billing period: 28 Days From 3/30/23 12:00 PM Thru 4/27/23 12:00 PM

ARE YOU OR YOUR EMPLOYEES IN NEED OF OPERATOR CERTIFICATION TRAINING?
CONTACT UNITED ACADEMY TODAY
844-222-2345 OR WWW.UNITEDRENTALS.COM/TRAINING

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**4 WEEK BILLING
INVOICE**

211781346-007

BRANCH 32F
7097 RAMPART RD
JACKSONVILLE FL 32244-5605
904-737-3600
904-737-8009 FAX

Job Site

JAX PORT / BUCK ISLAND
13298 FORT CAROLINE RD
JACKSONVILLE FL 32225

Office: 904-748-0050 Cell: 904-580-1111

3.1.796 1 MB 0.528 54310521.p01 101723 1-1 0



BRANCE DIVERSIFIED INC
14603 BEACH BLVD STE 3000
JACKSONVILLE FL 32250-2380

Customer # : 1141046
Invoice Date : 04/10/23
Date Out : 10/12/22 12:00 PM
Billed Through : 04/26/23 00:00
UR Job Loc : 13298 FORT CAROLINE
UR Job # : 21
Customer Job ID:
P.O. # : 2022-516
Ordered By : LANCE YOUNG
Reserved By : TIMOTHY SMITH
Salesperson : JOSEPH ACEE

Invoice Amount: \$7,945.93

Terms: Due Upon Receipt
Payment options: Contact our credit office 212-333-0600 Ext. 84743
REMIT TO: UNITED RENTALS (NORTH AMERICA), INC.
PO BOX 100711
ATLANTA GA 30384-0711

RENTAL ITEMS:		Description	Minimum	Day	Week	4 Week	Amount
Qty	Equipment						
1	11238587	DOZER LOW GROUND PRESSURE 140-150HP Make: JOHN DEERE Model: 750L LGP Serial: 1T0750LXEMP404453 Meter out: 844.60 Meter in: .00		1,232.00	3,694.00	7,325.00	7,325.00
						Rental Subtotal:	7,325.00
SALES/MISCELLANEOUS ITEMS:			Price	Unit of Measure	Extended Amt.		
Qty	Item						
1	ENVIRONMENTAL SERVICE CHARGE	[ENV/MCI]	99.000	EACH	99.00		
						Sales/Misc Subtotal:	99.00
						Agreement Subtotal:	7,424.00
						Tax:	521.93
						Total:	7,945.93

COMMENTS/NOTES:

CONTACT: DOUG HALEWOOD
CELL#: 843-452-3419

Billing period: 28 Days From 3/29/23 12:00 PM Thru 4/26/23 12:00 PM

ARE YOU OR YOUR EMPLOYEES IN NEED OF OPERATOR CERTIFICATION TRAINING?
CONTACT UNITED ACADEMY TODAY
844-222-2345 OR WWW.UNITEDRENTALS.COM/TRAINING

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6870 Phillips Highway
Jacksonville, FL 32216
904-296-5000

Mobile, AL 251-456-1993
Pensacola, FL 850-476-0277
Panama City, FL 850-769-4844
Freeport, FL 850-835-3337
Jacksonville, FL 904-296-5000
Lake City, FL 386-752-9544
Palatka, FL 386-325-6268
Tallahassee, FL 850-575-5600
Perry, FL 850-584-9200
Ocala, FL 352-732-4646



JOHN DEERE

HITACHI

STIHL

REMIT TO:

Beard Equipment Company
2480 East I-65 Service Road North
Mobile, AL 36617
800-848-8563 Fax 251-452-2309

www.beardequipment.com

INVOICE TO: 911085

USED AT:

RENTAL INVOICE

BRANCE DIVERSIFIED INC
14603 BEACH BLVD
STE 3000
JACKSONVILLE BEACH FL 32250
US

JACKSONVILLE BEACH FL 32250

Invoice No: 1768706
Invoice Date: 04/06/2023
Contract No: 126423
Billing Cycle: Monthly
Payment Type: Account
Prior Invoices: 12

Page: 1 of 1

Invoice Period: 04/07/2023 to 05/04/2023

Next Invoice Date: 05/05/2023

RENTAL UNIT DETAILS

Rental Unit No	Make	Model	PIN No	Start: Date / Meter	Billing Period	Rate	Rental Value	Tax Ind
90373	JOHN DEERE	750	1T0750LXHMF406072	05/25/2022 540	04/07/2023 - 05/04/2023	\$8500.00	\$8500.00	Y

RENTAL UNIT ADJUSTMENT DETAILS

Rental Unit No	Make	Model	PIN No	Rental Class	Adj Amount	Tax Ind
----------------	------	-------	--------	--------------	------------	---------

Adjustment Notes:

ADDITIONAL CHARGE DETAILS

Description	Recur Ind	Charge Method	Charge Value	Additional Charges	Tax Ind
-------------	-----------	---------------	--------------	--------------------	---------

CONTRACT INVOICE NOTES

Customer PO No: 750L
Tax Exempt No:
Salesperson: RICK ERICKSON

Rental Income: \$8,500.00
Adjustment Amount: \$0.00
Additional Charge Total: \$0.00
Sales Tax: \$585.00
Less Deposit: \$0.00
Invoice Total: \$9,085.00

Bartram

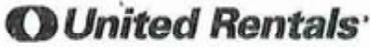
TERMS AND CONDITIONS

All eligible returns require the original receipt, must be in original condition, un-used, and are subject to a restocking fee of up to 15%. Electrical parts and special order items may not be returned for any reason.

TERMS ARE NET CASH. All accounts not paid by the 10th day of the month following purchase are subject to a FINANCE CHARGE at a monthly rate of 1.5% which is an ANNUAL PERCENTAGE RATE of 18%, applied to the previous balance without deducting current payments and/or credits. By using this account, you accept the terms of the CUSTOMER AGREEMENT appearing on the reverse side of our CREDIT APPLICATION.

Received by: Date:

105332032



4 WEEK BILLING INVOICE

216238743-002

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

Job Site

BARTRAM ISLAND SPOIL SITE
BARTRAM ISLAND
JACKSONVILLE FL 32226

Office: 904-748-0050 Cell: 352-212-7437

3.1.811 1 MB 0.528 48187521.p01 078287 1-1 0



BRANCE DIVERSIFIED INC
14603 BEACH BLVD STE 3000
JACKSONVILLE FL 32250-2380

Customer # : 1141046
Invoice Date : 04/01/23
Date Out : 02/17/23 09:00 AM
Billed Through : 04/14/23 00:00
UR Job Loc : BARTRAM ISLAND, JACK
UR Job # : 42
Customer Job ID:
P.O. # : BARTRAM
Ordered By : WAYNE WINNER
Reserved By : TIMOTHY SMITH
Salesperson : JOSEPH VIDOLI

Invoice Amount: \$9,376.93

Terms: Due Upon Receipt
Payment options: Contact our credit office 212-333-6500 Ext. 84743
REMIT TO: UNITED RENTALS (NORTH AMERICA), INC.
PO BOX 100711
ATLANTA GA 30384-0711

RENTAL ITEMS:							
Qty	Equipment	Description	Minimum	Day	Week	4 Week	Amount
1	10900042	EXCAVATOR 70000-84999# Make: JOHN DEERE Model: 350G LC Serial: 1FF350GXTJF813266 Meter out: 4089.00 Meter in: .00	1,490.00		3,690.00	8,675.00	8,675.00
Rental Subtotal:							8,675.00
SALES/MISCELLANEOUS ITEMS:							
Qty	Item		Price		Unit of Measure		Extended Amt.
1	ENVIRONMENTAL SERVICE CHARGE	[ENV/NCI]	99.000		EACH		99.00
Sales/Misc Subtotal:							99.00
Agreement Subtotal:							8,774.00
Tax:							602.93
Total:							9,376.93

COMMENTS/NOTES:

CONTACT: WAYNE WINNER
CELL#: 843-991-9434
ALL UNITS MUST BE DELIVERED TO BUCK
ISLAND 13298 FORT CAROLINE RD.
JACKSONVILLE
FL 32225

Billing period: 28 Days From 3/17/23 09:00 AM Thru 4/14/23 09:00 AM

ARE YOU OR YOUR EMPLOYEES IN NEED OF OPERATOR CERTIFICATION TRAINING?
CONTACT UNITED ACADEMY TODAY
844-222-2345 OR WWW.UNITEDRENTALS.COM/TRAINING

Effective January 1, 2021 and where permitted by law, United Rentals may impose a surcharge of 1.8% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax in some jurisdictions.

NOTICE: This invoice is subject to the terms and conditions of the Rental and Service Agreement, which are available at <https://www.unitedrentals.com/legal/rental-service-terms-US> and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.



6870 Phillips Highway
Jacksonville, FL 32216
904-296-5000

Mobile AL 251-456-1993
Pensacola FL 850-476-0277
Panama City, FL 850-769-4844
Freeport, FL 850-835-3337
Jacksonville, FL 904-296-5000
Lake City, FL 386-752-9544
Palatka, FL 386-325-6268
Tallahassee, FL 850-575-5600
Perry, FL 850-584-9200
Ocala, FL 352-732-4646



JOHN DEERE

HITACHI

STIHL

REMIT TO:

Beard Equipment Company
2480 East I-65 Service Road North
Mobile, AL 36617
800-848-8563 Fax 251-452-2309

www.beardequipment.com

INVOICE TO: 911085

USED AT:

RENTAL INVOICE

BRANCE DIVERSIFIED INC
14603 BEACH BLVD
STE 3000
JACKSONVILLE BEACH FL 32250
US

JACKSONVILLE BEACH FL 32250

Invoice No: 1772939
Invoice Date: 04/17/2023
Contract No: 126431
Billing Cycle: Monthly
Payment Type: Account
Prior Invoices: 12
Page: 1 of 1

Invoice Period: 04/17/2023 to 05/14/2023

Next Invoice Date: 05/15/2023

RENTAL UNIT DETAILS

Rental Unit No	Make	Model	PIN No	Start: Date / Meter	Billing Period	Rate	Rental Value	Tax Ind
92353	JOHN DEERE	470	1FF470GXEMF236786	05/16/2022 516	04/17/2023 - 05/14/2023	\$13500.00	\$13500.00	Y
98981	Brandt	470G Buck	470G11	05/16/2022 0	04/17/2023 - 05/14/2023	\$0.00	\$0.00	Y

RENTAL UNIT ADJUSTMENT DETAILS

Rental Unit No	Make	Model	PIN No	Rental Class	Adj Amount	Tax Ind
Adjustment Notes:						

ADDITIONAL CHARGE DETAILS

Description	Recur Ind	Charge Method	Charge Value	Additional Charges	Tax Ind

CONTRACT INVOICE NOTES

Customer PO No: 470G
Tax Exempt No:
Salesperson: RICK ERICKSON

Rental Income: \$13,500.00
Adjustment Amount: \$0.00
Additional Charge Total: \$0.00
Sales Tax: \$885.00
Less Deposit: \$0.00
Invoice Total: \$14,385.00

*** DOCUMENT COPY ***

TERMS AND CONDITIONS

All eligible returns require the original receipt, must be in original condition, un-used, and are subject to a restocking fee of up to 15%. Electrical parts and special order items may not be returned for any reason.

TERMS ARE NET CASH. All accounts not paid by the 10th day of the month following purchase are subject to a FINANCE CHARGE at a monthly rate of 1.5% which is an ANNUAL PERCENTAGE RATE of 18%, applied to the previous balance without deducting current payments and/or credits. By using this account, you accept the terms of the CUSTOMER AGREEMENT appearing on the reverse side of our CREDIT APPLICATION.

Received by: Date:

105332032



Ring Power Corporation
 500 World Commerce Parkway
 St Augustine, FL 32092
 (904) 737-7730

Sign up for On-line Invoice Access:
www.ringpower.com/web-invoice

RING POWER CORPORATION, 500 WORLD COMMERCE PKWY, ST AUGUSTINE, FL 32092, (904) 737-7730

INVOICE

S
O BRANCE DIVERSIFIED INC
L 14603 BEACH BLVD SUITE 3000
D JACKSONVILLE FL 32250
T
O

S
H 9595 NEW BERLIN CT
I JACKSONVILLE, FL
P *200HRS/MONTH*
T DUVAL - 16
O

INVOICE NUMBER	INVOICE DATE	SHIP VIA	DATE SHIPPED	CUSTOMER'S P.O.#	ACCOUNT NUMBER	PAGE
O3RC08672554	04-26-23	INTERNAL TRANSPORT	02-17-23	WAYNE	013659	1
QUANTITY	I.D.# & SERIAL #	DESCRIPTION			AMOUNT	

CUSTOMER CONTACT: WAYNE

THIS INVOICE IS NET DUE UPON RECEIPT

1.0	2T301034 02T301034	EQUIPMENT RENTAL FROM 04/18/23 THRU 05/15/23 ID NO: 2T301034 SERIAL NO: 02T301034 725 ARTICULATED TRUCK - 725C2TG PIN: *CAT0725CT2T301034*	13200.00
-----	-----------------------	---	----------

USED CATERPILLAR 725C2 ARTICULATED TRUCK

FLA STATE SALES TAX	792.00
FLA DUVAL SURTAX	75.00

A SERVICE CHARGE OF 1 1/2 % PER MONTH WILL BE CHARGED ON PAST DUE ACCOUNTS.

Title to the equipment listed hereon shall not pass to the purchaser until the purchase price (including all taxes) has been paid; but such title shall remain vested in the seller until all sums due or to become due from the purchaser to the seller thereon, whether evidenced by note, book account, judgement or otherwise, shall have been fully paid, at which time ownership shall pass to the purchaser. Purchaser shall assume all liability of damage or destruction to same. At any time after any payment thereon becomes overdue seller may avail himself of any legal remedy including the right to repossess the equipment without notice.

TERMS ARE CASH UNLESS CREDIT IS APPROVED. With CREDIT APPROVAL terms are as follows: Parts and Service invoices are due net 30 days from the date of the invoice. Rental/Lease invoices are due upon receipt. Sales invoices are due net 10 days from the date of invoice. Past due balances shall be assessed a service charge or interest at the highest rate allowed by law until payment is made. The past due balance represents all charges remaining unpaid on the closing date of the month following invoice date. In the event of default in the payment of any amount due, the purchaser agrees to pay finance charges and the cost of collection. Acceptance by customer of the parts, service or equipment listed above is the customer's agreement to be bound by the credit and collection terms set forth above, the terms of the Application for Credit and if applicable the terms of the Guaranty of Payment.

File # 44-1770310 - Form 999-11/14/04

Remit to:
Ring Power Corporation
 PO Box 935004
 Atlanta, GA
 31193-5004

PAY THIS AMOUNT
14067.00

ORIGINAL



USA-R-0005

PRINTED ON May 06, 2023

CUSTOMER STATEMENT

PAGE 1 OF 1

BRANCE DIVERSIFIED, INC

DUE DATE: 05/31/23

STATEMENT NUMBER: 33864827

AMOUNT DUE: \$9,263.69

CUSTOMER NUMBER: 2151973



Taking care of your needs is our top priority. We truly appreciate the opportunity to serve you and look forward to our continued relationship.

Manage your account online at mycatfinancial.com or on MyCatFinancial app.

CONTRACT NO.	MODEL/SERIAL NO.	DESCRIPTION	DUE DATE	PRINCIPAL	INTEREST	AMOUNT	
001-70066049-004	725-04 / 3T900497	Articulated Truck					
		Payment	31-May-2023	\$8,310.22	\$368.36	\$8,668.58	
		Tax: DUVAL (1.5%)	31-May-2023			\$75.00	
		Tax: FLORIDA (6%)	31-May-2023			\$520.11	
		CONTRACT BALANCE: \$265,633.32*					
		Contract balance does not equal payoff amount. To request a payoff, please visit mycatfinancial.com. Please be advised the amount due may not reflect recent payments received.					
		AMOUNT DUE ON CONTRACT 001-70066049-004					\$9,263.69
		Last Payment Received Date: 27-Apr-2023		\$46,340.57			

TOTAL AMOUNT DUE \$9,263.69

MAKE A PAYMENT & MANAGE YOUR ACCOUNT		CONTACT US
<p>ONLINE MyCatFinancial.com or the MyCatFinancial app</p> <ul style="list-style-type: none"> • Make a payment • View statements and pay history • Obtain buyout quote • View amortization schedule • View interest letters • View e-signed documents • View wire instructions • Sign up for Auto Pay  <p>Scan with your phone to visit MyCatFinancial.com.</p>	<p>CHECK Caterpillar Financial Services Corporation P.O. Box 730681 Dallas, TX 75373-0681</p> <p>OVERNIGHT MAIL JPMorgan Chase (TX1-0029) Attn: Caterpillar Financial Services Lockbox 730681 14800 Frye Road, 2nd Floor Fort Worth, TX 76155</p>	<p>CUSTOMER SERVICE U.S. Domestic 1-800-651-0567</p> <p>Customer Service: nabc.customerservice@cat.com</p>

PLEASE RETURN BOTTOM PORTION WITH YOUR PAYMENT



STATEMENT NUMBER: 33864827

DUE DATE: 05/31/23

CUSTOMER NUMBER: 2151973

AMOUNT DUE: \$9,263.69

PHX26C00101067 - 588509653 - S3

 BRANCE DIVERSIFIED, INC
 14603 BEACH BLVD
 SUITE 3000
 JACKSONVILLE FL 32250-2380

SEND PAYMENT ONLY TO:


 Caterpillar Financial Services Corporation
 P.O. Box 730681
 Dallas, TX 75373-0681

0033864827 9999 230531 30000926369



USA-R-0005

PRINTED ON May 06, 2023

CUSTOMER STATEMENT

PAGE 1 OF 1

BRANCE DIVERSIFIED, INC

DUE DATE: 05/31/23

STATEMENT NUMBER: 33864865
CUSTOMER NUMBER: 2151973

AMOUNT DUE: \$9,285.75

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Manage your account online at mycatfinancial.com or on MyCatFinancial app.

CONTRACT NO.	MODEL/SERIAL NO.	DESCRIPTION	DUE DATE	PRINCIPAL	INTEREST	AMOUNT
001-70066049-001	725-04 / 3T900474	Articulated Truck				
		Payment	31-May-2023	\$8,331.12	\$358.27	\$8,689.39
		Tax: DUVAL (1.5%)	31-May-2023			\$75.00
		Tax: FLORIDA (6%)	31-May-2023			\$521.36
		CONTRACT BALANCE:		\$265,824.41*		
Contract balance does not equal payoff amount. To request a payoff, please visit mycatfinancial.com. Please be advised the amount due may not reflect recent payments received.						
AMOUNT DUE ON CONTRACT 001-70066049-001						\$9,285.75
		Last Payment Received Date	27-Apr-2023	\$46,340.57		

TOTAL AMOUNT DUE

\$9,285.75

MAKE A PAYMENT & MANAGE YOUR ACCOUNT

CONTACT US

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MyCatFinancial.com or the MyCatFinancial app
- Make a payment
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 - View amortization schedule
 - View interest letters
 - View e-signed documents
 - View wire instructions
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CHECK
Caterpillar Financial Services Corporation
P.O. Box 730681
Dallas, TX 75373-0681

OVERNIGHT MAIL
JPMorgan Chase (TX1-0029)
Attn: Caterpillar Financial Services
Lockbox 730681
14800 Frye Road, 2nd Floor
Fort Worth, TX 76155

CUSTOMER SERVICE
U.S. Domestic 1-800-651-0567

Customer Service: nabc.customerservice@cat.com

PLEASE RETURN BOTTOM PORTION WITH YOUR PAYMENT



STATEMENT NUMBER: 33864865
CUSTOMER NUMBER: 2151973

DUE DATE: 05/31/23
AMOUNT DUE: \$9,285.75

PHX26C00101280 - 588509866 - S3
BRANCE DIVERSIFIED, INC
14603 BEACH BLVD
SUITE 3000
JACKSONVILLE FL 32250-2380

SEND PAYMENT ONLY TO:

Caterpillar Financial Services Corporation
P.O. Box 730681
Dallas, TX 75373-0681

0033864865 9999 230531 90000928575



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PRINTED ON May 06, 2023

CUSTOMER STATEMENT

PAGE 1 OF 1

BRANCE DIVERSIFIED, INC

DUE DATE: 05/31/23

STATEMENT NUMBER: 33864820

AMOUNT DUE: \$9,263.75

CUSTOMER NUMBER: 2151973



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Manage your account online at mycatfinancial.com or on MyCatFinancial app.

CONTRACT NO.	MODEL/SERIAL NO.	DESCRIPTION	DUE DATE	PRINCIPAL	INTEREST	AMOUNT
001-70066049-002	725-04 / 3T900486	Articulated Truck				
		Payment	31-May-2023	\$8,310.23	\$358.40	\$8,668.63
		Tax: DUVAL (1.5%)	31-May-2023			\$75.00
		Tax: FLORIDA (6%)	31-May-2023			\$520.12
		CONTRACT BALANCE:		\$265,633.24*		
Contract balance does not equal payoff amount. To request a payoff, please visit mycatfinancial.com. Please be advised the amount due may not reflect recent payments received.						
AMOUNT DUE ON CONTRACT 001-70066049-002						\$9,263.75
		Last Payment Received Date	27-Apr-2023	\$46,340.57		

TOTAL AMOUNT DUE

\$9,263.75

MAKE A PAYMENT & MANAGE YOUR ACCOUNT

CONTACT US

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 - Obtain buyout quote
 - View amortization schedule
 - View interest letters
 - View e-signed documents
 - View wire instructions
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CHECK
Caterpillar Financial Services Corporation
P.O. Box 730681
Dallas, TX 75373-0681

OVERNIGHT MAIL
JPMorgan Chase (TX1-0029)
Attn: Caterpillar Financial Services
Lockbox 730681
14800 Frye Road, 2nd Floor
Fort Worth, TX 76155

CUSTOMER SERVICE
U.S. Domestic 1-800-651-0567

Customer Service: nabc.customerservice@cat.com

PLEASE RETURN BOTTOM PORTION WITH YOUR PAYMENT



STATEMENT NUMBER: 33864820

DUE DATE: 05/31/23

CUSTOMER NUMBER: 2151973

AMOUNT DUE: \$9,263.75

PHX26C00101066 - 588509652 - S3

 BRANCE DIVERSIFIED, INC
 14603 BEACH BLVD
 SUITE 3000
 JACKSONVILLE FL 32250-2380

SEND PAYMENT ONLY TO:

Caterpillar Financial Services Corporation
 P.O. Box 730681
 Dallas, TX 75373-0681

0033864820 9999 230531 00000926375



CUSTOMER STATEMENT

BRANCE DIVERSIFIED, INC

DUE DATE: 05/31/23

STATEMENT NUMBER: 33864985
 CUSTOMER NUMBER: 2151973

AMOUNT DUE: \$9,263.69

Taking care of your needs is our top priority. We truly appreciate the opportunity to serve you and look forward to our continued relationship.

Manage your account online at mycatfinancial.com or on MyCatFinancial app.

CONTRACT NO.	MODEL/SERIAL NO.	DESCRIPTION	DUE DATE	PRINCIPAL	INTEREST	AMOUNT
001-70066049-003	725-04 / 3T900493	Articulated Truck				
		Payment	31-May-2023	\$8,310.22	\$358.36	\$8,668.58
		Tax: DUVAL (1.5%)	31-May-2023			\$75.00
		Tax: FLORIDA (6%)	31-May-2023			\$520.11
		CONTRACT BALANCE:		\$265,633.32*		
Contract balance does not equal payoff amount. To request a payoff, please visit mycatfinancial.com. Please be advised the amount due may not reflect recent payments received.						
AMOUNT DUE ON CONTRACT 001-70066049-003						\$9,263.69
		Last Payment Received Date	27-Apr-2023	\$46,340.57		

TOTAL AMOUNT DUE

\$9,263.69

MAKE A PAYMENT & MANAGE YOUR ACCOUNT

- ONLINE**
 MyCatFinancial.com or the MyCatFinancial app
- Make a payment
 - View statements and pay history
 - Obtain buyout quote
 - View amortization schedule
 - View interest letters
 - View e-signed documents
 - View wire instructions
 - Sign up for Auto Pay



Scan with your phone to visit MyCatFinancial.com.

CHECK
 Caterpillar Financial Services Corporation
 P.O. Box 730681
 Dallas, TX 75373-0681

OVERNIGHT MAIL
 JPMorgan Chase (TX1-0029)
 Attn: Caterpillar Financial Services
 Lockbox 730681
 14800 Frye Road, 2nd Floor
 Fort Worth, TX 76155

CONTACT US

CUSTOMER SERVICE
U.S. Domestic 1-800-651-0567

Customer Service: nabc.customerservice@cat.com

PLEASE RETURN BOTTOM PORTION WITH YOUR PAYMENT



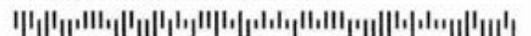
STATEMENT NUMBER: 33864985
 CUSTOMER NUMBER: 2151973

DUE DATE: 05/31/23
AMOUNT DUE: \$9,263.69

PHX26C00101594 - 588510180 - S3

 BRANCE DIVERSIFIED, INC
 14603 BEACH BLVD
 SUITE 3000
 JACKSONVILLE FL 32250-2380

SEND PAYMENT ONLY TO:



Caterpillar Financial Services Corporation
 P.O. Box 730681
 Dallas, TX 75373-0681

0033864985 9999 230531 90000926369



USA-R-0005

PRINTED ON May 06, 2023

CUSTOMER STATEMENT

PAGE 1 OF 1

BRANCE DIVERSIFIED, INC

DUE DATE: 05/31/23

STATEMENT NUMBER: 33865304

AMOUNT DUE: \$9,263.69

CUSTOMER NUMBER: 2151973



Taking care of your needs is our top priority. We truly appreciate the opportunity to serve you and look forward to our continued relationship.

Manage your account online at mycatfinancial.com or on MyCatFinancial app.

CONTRACT NO.	MODEL/SERIAL NO.	DESCRIPTION	DUE DATE	PRINCIPAL	INTEREST	AMOUNT
001-70066049-005	725-04 / 3T900502	Articulated Truck				
		Payment	31-May-2023	\$8,310.22	\$358.36	\$8,668.58
		Tax: DUVAL (1.5%)	31-May-2023			\$75.00
		Tax: FLORIDA (6%)	31-May-2023			\$520.11
		CONTRACT BALANCE:		\$265,633.32*		
Contract balance does not equal payoff amount. To request a payoff, please visit mycatfinancial.com. Please be advised the amount due may not reflect recent payments received.						
AMOUNT DUE ON CONTRACT 001-70066049-005						\$9,263.69
		Last Payment Received Date	27-Apr-2023	\$46,340.57		

TOTAL AMOUNT DUE

\$9,263.69

MAKE A PAYMENT & MANAGE YOUR ACCOUNT

CONTACT US

- ONLINE**
MyCatFinancial.com or the MyCatFinancial app
- Make a payment
 - View statements and pay history
 - Obtain buyout quote
 - View amortization schedule
 - View interest letters
 - View e-signed documents
 - View wire instructions
 - Sign up for Auto Pay

CHECK
Caterpillar Financial Services Corporation
P.O. Box 730681
Dallas, TX 75373-0681

CUSTOMER SERVICE
U.S. Domestic 1-800-651-0567

Customer Service: nabc.customerservice@cat.com



Scan with your phone to visit MyCatFinancial.com.

OVERNIGHT MAIL
JPMorgan Chase (TX1-0029)
Attn: Caterpillar Financial Services
Lockbox 730681
14800 Frye Road, 2nd Floor
Fort Worth, TX 76155

PLEASE RETURN BOTTOM PORTION WITH YOUR PAYMENT



STATEMENT NUMBER: 33865304

DUE DATE: 05/31/23

CUSTOMER NUMBER: 2151973

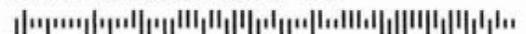
AMOUNT DUE: \$9,263.69

PHX26C00102077 - 588510663 - S3



BRANCE DIVERSIFIED, INC
14603 BEACH BLVD
SUITE 3000
JACKSONVILLE FL 32250-2380

SEND PAYMENT ONLY TO:



Caterpillar Financial Services Corporation
P.O. Box 730681
Dallas, TX 75373-0681

0033865304 9999 230531 20000926369

Board of Directors Meeting - R2023-06-01 Engineering and Construction Update

KEY CAPITAL PROJECTS

No.	Contract Number	Project Description	Vendor	Scope	Original Contract Amt. (\$)	Approved Change Orders To Date	Total Contract as Amended	Payments to Date	Work Remaining To Invoice	Proposed Change Orders (PCO's)	Remarks
1	AE-1436D	Rehabilitate Wharfs 33 & 34	HDR Eng., Inc.	Engineering Services During Construction BIMT Wharf Reconstruction Phase II	\$1,813,479	\$1,314,400	\$3,127,879	\$3,069,029	\$58,850	\$0	HDR awarded contract for Services During Construction. HDR reviewed and made recommendations on change order requests submitted by Manson Construction.
					Last CO #04 01/06/2023						
	C-1436C		Manson Construction	BIMT Wharf Rehabilitation Phase II	\$51,021,172	\$603,915	\$51,625,087	\$49,587,226	\$2,037,861	\$1,006,406	Manson Construction Co was awarded the construction contract to build Phase 2A and 2B on BIMT wharf. Construction NTP was issued on December 3, 2018. Contract completion date is February 6, 2021. Manson has completed construction of the berth. Substantial completion was June 16, 2022. Manson has submitted their final change orders for review and final claim. JAXPORT is reviewing and negotiating change orders with Manson.
						Last CO #11 09/19/2022					
2	MC-1611A	Pile Cap & Beam Rehab TMT	Underwater Mechanix, Inc	Facilities Wide Underwater Pile Cleaning	\$877,182	\$0	\$877,182	\$0	\$877,182	\$0	UMX was awarded the contract to clean piles at TMT Berth 6. NTP issued as of April, 17, 2023. UMX has mobilized and started works at TMT Berth 6.
	AE-1780		JACOBS Engineering Group	Engineering Inspection & Design Services Pile Jacket Repairs Berth 5	\$143,950	\$68,083	\$212,033	\$159,058	\$52,975	\$0	JACOBS has completed their design, and project has been advertised and bids have been received.
						Last CO #02 05/24/23					
	AE-1780A		JACOBS Engineering Group	Engineering Inspection & Design Services Pile Jacket Repairs Berth 6	\$146,954	\$0	\$146,954	\$0	\$146,954	\$0	JACOBS was awarded the inspection/design contract for TMT Berth 6 piles repairs. JACOBS will inspect all piles cleaned by UMX in contract MC-1611A to identify piles that need repairs, type of repairs, and proceed with design of repairs.
3	AE-1588B	Rehabilitate Underdeck Concrete Phase 4	C&S Construction & Engineering Services	Engineering & Inspection Services for Rehabilitate Underdeck Concrete Phase 4	\$52,440	\$0	\$52,440	\$20,959	\$31,481	\$0	C&S has been awarded the contract to inspect the underdeck repairs for Phase 4 at TMT.
	C-1588A		Southern Road & Bridge LLC	Rehabilitate Underdeck Concrete Phase 4	\$2,143,244	\$887,876	\$3,031,120	\$1,791,127	\$1,239,993	\$0	Southern Road & Bridge LLC was awarded the contract to make concrete spall repairs on the underside of the deck at TMT Berths 5-8. This is final phase of underdeck repairs for TMT. Southern Road & Bridge has continued work, around vessel schedules.
						Last CO #03 05/25/23					

Board of Directors Meeting - R2023-06-01 Engineering and Construction Update

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
4	AE-1742	Bartram Island Cell C Expansion Design/Permitting	Taylor Engineering, Inc.	Bartram Island DMMA Cell C Concept Development Design & Permitting	\$854,134	\$891,339	\$1,745,473	\$1,331,584	\$413,889	\$0	Taylor Engineering is providing Services During Construction and making site visits to confirm compliance with contract documents.
	C-1795		Brance Diversified Inc.	DMMA Cell C Restoration & Capacity	\$7,775,000	\$0	\$7,775,000	\$4,417,778	\$3,357,222	\$839,619	Brance Diversified was awarded the contract to expand Cell C at Bartram Island. The Notice to Proceed was issued on February 24, 2022. Brance Diversified is 60% complete with the project. Brance Diversified is segregating good material in Cell C to raise the dike walls and confirming the final quantity of materials required to raise the cell wall.
5	AE-1772	Container Terminal Upgrades - SSA	AECOM Technical Services	Program Management & Inspection Svcs for C-1772 SSA Container Yard Improvements	\$3,215,597	\$250,070	\$3,465,667	\$1,281,653	\$2,184,014	\$0	Program management services are being performed to manage the contractors work and progress.
	C-1772		Superior Construction Company Southeast, LLC	SSA JCT Container Yard Improvements	\$48,876,120	\$1,285,813	\$50,161,933	\$ 24,722,169.00	\$25,439,764	\$0	NTP for Construction was issued on 1/10/22. Phase 3 East and Phase 3 West are Substantially Complete. Contractor is currently working on Phase 4.
6	AE-1830	Auto Processing Facility Development - SET	JE Dunn Construction	Terminal Development for SET - CM at Risk	\$700,000	\$18,011,789	\$18,711,789	\$300,000	\$18,411,789	\$18,011,789	JE Dunn was awarded the CM at risk contract to construct the SET facility. Bonds and insurance have been received and approved. JE Dunn has advertised, received bids, and made recommendation of award for the construction of Early Sitework and Deep Foundations.
	C-1830		Realco Recycling	SET Phase 1 Building Demolition	\$547,999	\$166,473	\$714,472	\$714,472	\$0	\$0	Realco Wrecking was awarded the contract to demo 3 buildings at BIMT previously leased to WWL. An Administrative NTP was issued on August 8, 2022. Realco has completed the demolition of all 3 buildings. Realco received a change order to remove the slab and grade beams for western building. Realco has completed all demolition works and punch list items.
7	AE-1824B	Berth 16 & 17 Cathodic Protection Design & Construction	Jacobs Engineering Group, Inc.	Engineering Services During Construction Berths 16 & 17 Cathodic Protection	\$78,080		\$78,080	\$34,535	\$43,545	\$0	Jacobs Engineering completed the design of cathodic protection for Berth 16 & 17. They have a contract to provide Services During Construction.
	C-1824		Coastal Gunitite Construction	Cathodic Protection Systems Berths 16 & 17	\$687,499		\$687,499	\$576,067	\$111,432	\$0	Coastal Gunitite received a construction NTP on 1/10/23 to install 472 anodes on the sheet pile wall at Berth 16 & 17. 100% of anodes have been installed. Final anodes inspection is scheduled for 6/19/2023.

Board of Directors Meeting - R2023-06-01 Engineering and Construction Update

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
8	AE-1806A	DPMT Shoreline Protection Design & Construction	Taylor Engineering	Engineering Services During Construction DPMT Shoreline Construction	\$106,764		\$106,764	\$1,880	\$104,884	\$0	Taylor Engineering is providing Services During Construction and making site visits to confirm compliance with contract documents.
	C-1806		Rush Marine LLC	DPMT Shoreline Protection	\$2,194,465		\$2,194,465	\$0	\$2,194,465	\$0	Rush Marine LLC was awarded the contract last month and has submitted their bond and insurance for approval. Construction NTP has been issued, and the Contractor has started installing the temporary fencing for the project in preparation to start demolition/construction work.
9	AE-1794	Intersection Improvements at William Mills/Dave Rawls	RS&H, Inc.	Engineering Design Services for BIMT Intersection Improvements	\$152,664		\$152,664	\$0	\$152,664	\$0	RS&H is providing Services During Construction and making site visits to confirm compliance with contract documents.
	C-1794		Pars Construction Svcs, LLC	BIMT Intersection Improvements Wm Mills & Dave Rawls	\$2,116,110		\$2,116,110	\$0	\$2,116,110	\$0	PARS Construction awarded the construction contract. Construction NTP has been issued, and the Contractor started mobilization and layout works.
Grand Totals					\$123,502,853		\$146,982,611	\$88,007,537	\$58,975,074	\$19,857,814	

Financial Highlights

May 2023

May was another healthy month with reported revenue of \$5.505 million. Container activity was strong as SSA International Terminal handled a record number of TEU's. Two of the largest carriers ever to call at JAXPORT called at that terminal in May. Total TEU count was 116,093 and associated Container revenue was \$2.583 million, \$180 thousand over budget. Auto Revenue was \$1.118 million, slightly unfavorable to budget by 3%. Vehicle count was 32,978, 28% short of plan. This shortfall is linked to continued auto industry distribution problems, which are improved, but not resolved.

Breakbulk Revenue at \$341 thousand is short of plan by 25% and 8% behind same period last year. Last year's container shortage saw more cargo types shipped as breakbulk. That situation has resolved. Forest product activity is still strong. Noteworthy is the Dry Bulk category; CEMEX, at Dames Point, is now projecting to bring in product consistently. Tonnage is up 167% over prior year for the month. Revenue in this category is a favorable to plan, but 10% below prior year. This anomaly is due to Martin Marietta achieving a tonnage threshold earlier this year than last, resulting in reduced charge per ton.

Cruise activity continues to exceed our conservative budget. Revenue of \$879 thousand represents 18,754 passengers sailing in May. Other Revenue of \$204 thousand is down substantially from prior year (74%), however, last May we approved a large soil deposit which resulted in revenue of \$527 thousand.

EXPENSES

Expenses continue under budget in nearly all categories. Total Expenses are \$3.183 million for the month, \$451 thousand under budget. \$148 thousand of that savings is in the Berth Maintenance Dredging item. In May, we had dredging at berths 20 and 22 at Blount Island, but we are anticipating another substantial dredge at Talleyrand before year-end. We fully expect to exceed our annual budget of \$5 million in this line item. Also, for the first time in several years, our Security expense exceeded budget in the amount of \$36 thousand. This overage is a function of increased workforce availability (and interest) in these jobs. Our security services provider is now able to fully staff our positions. Our 2023 budget for security services is based on 10% vacancy rate in security positions. Therefore, we expect to show slightly over budget through the end of the year in this category.

Non-Operating Income of \$1.114 million continues to be boosted by higher than expected interest income. Income Before Depreciation is \$2.278 million, \$1.544 million ahead of plan and \$563 thousand favorable to same period last year.

YEAR-TO-DATE

Our consistent performance through eight months results in \$43.230 million in Total Operating Revenues, with Cruise outperforming expectations by \$1.901 million. Expenses remain slightly underbudget by \$64 thousand. Income Before Depreciation is \$13.041 million, representing a \$6.852 million favorable variance to budget. Cruise and Other Operating Revenue (from Soil deposit fees reported earlier in the year) along with Investment Income and savings in Debt Service account for this strong favorable variance.

BALANCE SHEET

The Balance Sheet remains strong. Cash Balances exceed \$20 million. Restricted Cash and Accrued Interest payable decreased as semi-annual bond payments were made in May. Grants receivable are paying down per agreement. These funds were used to reduce our line of credit balance.

CONCERNS

We continue to be concerned with the level of berth maintenance dredging as we enter Hurricane season.

VITAL STATISTICS

MAY FY2023 - Cargo Performance

CARGO INDICATORS

	VARIANCE					YEAR-TO- DATE			VARIANCE	
	Actual	Budget	Prior	Budget	Prior	Actual	Budget	Prior	Budget	Prior
Vessel Calls	132	130	124	2%	6%	1,035	1,040	1,011	0%	2%
Total Tons	896,110	868,954	749,415	3%	20%	6,847,314	6,951,632	6,347,707	-2%	8%
Total Revenue	\$5,505,508	\$4,937,680	\$5,485,514	11%	0%	\$43,229,543	\$39,265,545	\$39,645,387	10%	9%

OPERATING REVENUE / STATISTICS

	VARIANCE					YEAR-TO- DATE			VARIANCE	
	Actual	Budget	Prior	Budget	Prior	Actual	Budget	Prior	Budget	Prior
Container Revenue	\$2,582,771	\$2,403,085	\$2,364,815	7%	9%	\$19,218,693	\$18,862,340	\$19,639,762	2%	-2%
Container TEU's	116,093	117,463	100,551	-1%	15%	872,356	939,707	857,647	-7%	2%
ICTF Rail Lifts	1,747	1,500	2,604	16%	-33%	13,340	12,000	19,885	11%	-33%
Auto Revenue	\$1,117,647	\$1,155,656	\$1,205,813	-3%	-7%	\$9,630,591	\$9,245,248	\$9,829,361	4%	-2%
Auto Units	32,978	45,833	37,060	-28%	-11%	330,724	366,667	354,149	-10%	-7%
Military Revenue	\$92,914	\$58,333	\$151,835	59%	-39%	\$840,423	\$466,664	\$342,399	80%	145%
Breakbulk Revenue	\$340,660	\$455,043	\$369,463	-25%	-8%	\$3,377,138	\$3,640,344	\$3,773,501	-7%	-11%
Breakbulk Tons	47,334	90,343	55,367	-48%	-15%	621,748	722,744	603,665	-14%	3%
Liquid Bulk Revenue	\$100,191	\$139,631	\$106,841	-28%	-6%	\$937,669	\$1,117,048	\$1,011,700	-16%	-7%
Liquid Bulk Tons	18,391	36,735	30,834	-50%	-40%	248,670	293,883	283,623	-15%	-12%
Dry Bulk Revenue	\$188,353	\$167,755	\$209,310	12%	-10%	\$1,660,967	\$1,342,040	\$1,403,585	24%	18%
Dry Bulk Tons	205,575	47,677	76,896	331%	167%	917,958	381,419	425,375	141%	116%
Cruise Revenue	\$878,885	\$287,077	\$281,610	206%	212%	\$4,323,795	\$2,423,061	\$1,043,108	78%	315%
Cruise Passengers	18,754	10,676	11,654	76%	61%	120,332	85,408	30,668	41%	292%
Total Cargo Revenue	\$5,301,420	\$4,666,580	\$4,689,686	14%	13%	\$39,989,277	\$37,096,745	\$37,043,416	8%	8%
Other Revenue	\$204,088	\$271,100	\$795,828	-25%	-74%	\$3,240,266	\$2,168,800	\$2,601,971	49%	25%

Jacksonville Port Authority
Comparative Income Statement (Unaudited)
For the 8 months ending 05/31/2023

	Current Month Actual	Current Month Budget	Budget Variance	Prior Year Month Actual	Current YTD Actual	Current YTD Budget	Budget Variance	Prior Year YTD Actual
OPERATING REVENUES								
CONTAINERS	2,582,771	2,403,085	179,686	2,364,815	19,218,693	18,862,340	356,353	19,639,762
AUTOS	1,117,647	1,155,656	(38,009)	1,205,813	9,630,591	9,245,248	385,343	9,829,361
MILITARY	92,914	58,333	34,581	151,835	840,423	466,664	373,759	342,399
BREAK BULK	340,660	455,043	(114,383)	369,463	3,377,138	3,640,344	(263,206)	3,773,501
LIQUID BULK	100,191	139,631	(39,440)	106,841	937,669	1,117,048	(179,379)	1,011,700
DRY BULK	188,353	167,755	20,598	209,310	1,660,967	1,342,040	318,927	1,403,585
CRUISE	878,885	287,077	591,808	281,610	4,323,795	2,423,061	1,900,734	1,043,108
OTHER OPERATING REVENUE	204,088	271,100	(67,012)	795,828	3,240,266	2,168,800	1,071,466	2,601,971
TOTAL OPERATING REVENUES	5,505,508	4,937,680	567,829	5,485,514	43,229,543	39,265,545	3,963,998	39,645,387
OPERATING EXPENSES								
SALARIES & BENEFITS	1,777,179	1,910,160	(132,982)	1,626,322	13,686,265	14,380,217	(693,952)	12,496,166
SERVICES & SUPPLIES	355,881	573,704	(217,823)	448,173	3,799,034	4,589,632	(790,598)	3,263,293
SECURITY SERVICES	451,988	415,587	36,401	384,714	3,312,111	3,324,696	(12,585)	2,888,839
BUSINESS TRAVEL AND TRAINING	46,433	46,691	(258)	27,709	281,552	373,528	(91,976)	137,282
PROMO,ADV,DUES & MEMBERSHIPS	45,946	55,345	(9,399)	51,691	420,845	442,760	(21,915)	459,620
UTILITY SERVICES	49,391	67,116	(17,725)	41,210	524,142	536,928	(12,786)	422,313
REPAIRS & MAINTENANCE	267,300	197,619	69,681	249,482	1,745,829	1,580,952	164,877	1,438,542
CRANE MAINTENANCE PASS THRU	(96,330)	(63,333)	(32,997)	(36,552)	(579,254)	(506,664)	(72,590)	(309,540)
BERTH MAINTENANCE DREDGING	268,882	416,735	(147,853)	119,699	4,830,133	3,333,880	1,496,253	3,878,096
MISCELLANEOUS	16,649	14,709	1,940	13,324	88,833	117,672	(28,839)	72,751
TOTAL OPERATING EXPENSES	3,183,318	3,634,333	(451,015)	2,925,773	28,109,490	28,173,601	(64,110)	24,747,362
OPERATING INC BEFORE DS AND DEPR	2,322,190	1,303,347	1,018,843	2,559,741	15,120,052	11,091,944	4,028,108	14,898,025
NON OPERATING INCOME								
INVESTMENT INCOME	264,985	25,001	239,984	2,987	1,412,631	200,008	1,212,623	12,884
SHARED REVENUE FROM CITY	849,284	800,926	48,358	826,970	6,674,800	6,407,408	267,392	6,486,035
TOTAL NON OPERATING ITEMS	1,114,268	825,927	288,341	829,956	8,087,431	6,607,416	1,480,015	6,498,919
NON OPERATING EXPENSE								
DEBT SERVICE	1,153,923	1,308,432	(154,509)	1,669,830	9,359,777	10,463,857	(1,104,080)	11,725,477
CRANE RELOCATION	-	87,500	(87,500)	-	800,900	1,050,000	(249,100)	-
OTHER NON OP EXPENSE	4,327	(428)	4,755	4,607	5,877	(3,424)	9,301	9,983
TOTAL NON OPERATING EXPENSE	1,158,250	1,395,504	(237,254)	1,674,437	10,166,554	11,510,433	(1,343,879)	11,735,460
INCOME BEFORE DEPRECIATION	2,278,208	733,770	1,544,439	1,715,260	13,040,930	6,188,927	6,852,002	9,661,484

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

	<u>May 31, 2023</u>	<u>April 30, 2023</u>	<u>September 30, 2022</u>
Current Assets			
Cash & cash equivalents	20,405	19,003	17,349
Restricted cash & cash equivalents	3,809	6,136	7,863
Accounts receivable, net	8,136	9,439	7,251
Notes and other receivables	686	611	120
Grants receivable	3,101	6,162	13,914
Inventories and other assets	2,724	1,837	2,077
Total Current Assets	38,861	43,188	48,574
Noncurrent Assets			
Restricted cash & cash equivalents	16,230	16,189	15,962
Restricted Cash for Cap Projects	59,644	59,283	28,629
Deferred outflow of resources	9,833	9,864	10,077
Capital Assets, net	827,509	826,872	856,329
Total Noncurrent Assets	913,216	912,208	910,997
Total Assets	952,077	955,396	959,571
Current liabilities			
Accounts payable	1,393	1,736	2,257
Construction accounts payable	2,344	1,895	3,139
Accrued expenses	744	564	683
Accrued interest payable	490	2,955	2,180
Retainage payable	3,752	3,752	3,620
Bonds and Notes Payable	8,036	8,036	8,036
Total Current Liabilities	16,759	18,938	19,915
Noncurrent liabilities			
Unearned Revenue	15,292	15,292	15,292
Accrued Expenses	2,775	2,722	2,290
Line of credit	2,920	5,500	10,749
Bonds and notes payable	197,905	198,474	206,067
Other Obligations	8,537	8,537	8,537
Net Pension Liability	16,545	16,545	16,545
Deferred inflows - Pension	1,357	1,357	1,357
Total Non Current Liabilities	245,331	248,427	260,837
Total Liabilities	262,090	267,365	280,752
Net Position	689,987	688,031	678,819



COMMERCIAL

HIGHLIGHTS

June 2023



INDUSTRY SNAPSHOT

- Container Ocean Carrier Alliance – “2M” – to dissolve January 2025.



MAERSK

- West Coast Port issues (resolved?)
- Container volumes



NORTH AMERICA CONTAINER VOLUME CHANGE

Change in Import Volume, April 2023 versus:

		2023 YTD
West Coast	LALB	↓ -29.8%
	Oakland	↓ -26.6%
	Seaport Alliance	↓ -29.6%
	Vancouver	↓ -18.0%
	Prince Rupert	↓ -33.5%
	Coast Total	↓ -28.2%
East Coast	Montreal	↓ -17.0%
	NYNJ	↓ -25.9%
	Virginia	↓ -16.9%
	Charleston	↓ -22.4%
	Savannah	↓ -18.1%
	Jacksonville	↓ -6.3%
	Port Everglades	↓ -14.3%
	Miami	↓ -7.8%
	Coast Total	↓ -20.6%
Gulf	Houston	↓ -5.7%
GPT Total		↓ -23.5%

JAXPORT FYTD TEUs
+ 2% vs 2022

Trade Lane Diversification:
Smaller peaks and valleys;
Steady long-term performance.

Source: Hackett Associates, Global Port Tracker North America; International imports; June 2023



NEW: CONSENTINO FACILITY; CONVOY BEVERAGE FTZ

CONSENTINO NEW FACILITY

- First U.S. manufacturing facility
- 330 acres at Cecil Commerce Center
- Substantial port volumes
- Facility completion: end 2028



CONVOY BEVERAGE ALLIANCE NEW FTZ

- JAXPORT'S newest FTZ operator
- 220,000 SF facility, Jacksonville Westside
- Imported cargo





NEW BUSINESS EXAMPLES

NEW BUSINESS	CARGO TYPE	COMMODITY	PROJECTED NEW BUSINESS
PROJECT MEAD	Containers	Furniture	3,500 TEUs/annually
PROJECT DIRECT	Containers	Furniture	2,500 TEUs/annually
PROJECT BUSAN	Containers	Solar parts	800 TEUs annually
PROJECT TOLL	Containers	Retail Goods	500 TEUs annually



COMMERCIAL

HIGHLIGHTS

June 2023



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

AWARDS COMMITTEE ZOOM MEETING MINUTES
June 15, 2023

Awards Committee Attending

Ms. Beth McCague - Interim Chair
Ms. Chelsea Kavanagh
Ms. Lisa Gee
Ms. Retta Rogers, Recording Secretary

Other Attendees

James Bennett
Jose Vazquez
Kelsey Cox
Michael Johnson
Brandon Braziel
James "Tripper" Jones
Sandra Platt
Corey Bell
Ellen Carmosino
Frederick Wessling
Kim Johnson
Brandon Blanton

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

Item No. 1

AC2023-06-01

Security Guard Services
JPA Project G/L No.: 183.5362
Allied Universal Security Services, Inc.
\$17,025,691
JPA Contract No.: 23-03

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

Item No. 2

AC2023-06-02

TMT Berth 5 Pile Jacket Repairs
JPA Project No.: T2021.06
Michel's Construction, Inc.
\$1,319,732
JPA Contract No.: C-1790

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

Item No. 3

AC2023-06-03

Bartram Island DMMA Cell "C" Restoration & Capacity Improvement
JPA Project No.: G2021.06
Brance Diversified, Inc.
\$839,619
JPA Contract No.: C-1795 CO#1

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

Item No. 4

AC2023-06-04

Elevator Refurbishment for Cranes No. 8810, 8841 and 8844
JPA Project G/L No.: Various
Alimak Group
\$419,555
JPA Contract No.: EQ-1905 (Single Source)

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

Item No. 5

AC2023-06-05

Purchase of AC Units for Replacement on ZPMC Cranes at BIMT
JPA Project G/L No.: Various
Carrier Corporation
\$75,311
JPA Contract No.: EQ-1905A

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

Item No. 6

AC2023-06-06

Bromma Speed Load Legs for Crane No. 10783 at TMT
JPA Project G/L No.: 003.2044.177.F
Kalmar USA, Inc.
\$4,735
JPA Contract No.: EQ-1875 CO#1

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

Item No. 7

AC2023-06-07

Purchase of 50 Gauge Spreader Flex Cable for BIMT Inventory

Board of Directors Meeting - Miscellaneous

JPA Project G/L No.: 003.1357 JPA Contract No.: PO 24805 CO#1
Turtle & Hughes Mag-Trol Industrial Solutions.
\$1,097

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

Item No. 8

AC2023-06-08
Purchase, Installation and Programming of New Access Control System Software
JPA Project No.: G2021.04 JPA Contract No.: MC-1753D
Allied Universal Technology Services.
\$280,324

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

Item No. 9

AC2023-06-09
Installation of LVP and Roll Rubber Flooring for the 2nd Floor Remodel Project
JPA Project No.: G2023.08 JPA Contract No.: MC-1899L CO#1
Carpet Image Services, Inc.
\$37,092

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

Item No. 10

AC2023-06-10
Purchase of New Furniture for the 2nd Floor Remodel Project
JPA Project No.: G2023.08 JPA Contract No.: MC-1899M
Perdue Office Interiors
\$50,918

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

Item No. 11

AC2023-06-11
Purchase of Live Video Streaming Equipment and Services
JPA Project No.: G2023.05 JPA Contract No.: MC-1906 (Single Source)
AMV, Inc.
\$29,996

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

Item No. 12

AC2023-06-12
Internal Auditor Services
JPA Project G/L No.: 195.5310 JPA Contract No.: 23-02
Carr Riggs & Ingram, LLC
\$45,450 (3 Year Estimate)

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

Item No. 13

AC2023-06-13
Consulting Support Services
JPA Project G/L No.: 188.5310 JPA Contract No.: PSA Consultant
Menefee Services, LLC
\$52,000

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

Item No. 14

AC2023-06-14
Purchase of Mobile Iron Software & License for Mobile Device Management Solutions
JPA Project G/L No.: 003.2042.193-B JPA Contract No.: IT-1878B
CDW-G
\$55,825

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

The meeting was adjourned at 4:10 PM

(Items 1 – 3 Requires Board Approval)