

Board of Directors Meeting



Start Time is 8:30AM or immediately following Audit Committee Meeting

February 26, 2024 08:30 AM

Agenda Topic

Presenter

Agenda

I. Pledge of Allegiance/Moment of Silence

Tom Slater

II. [Approval of Minutes](#)

Chair Daniel Bean

Board of Directors Meeting - January 22, 2024
Special Board of Directors Meeting - February 6, 2024

III. Public Comments

IV. Presentation

Joey Greive

Check Presentation to United Way & CHC: Creating Healthier Communities

V. New Business

[BD2024-02-02 FY2023 Audited Financial Statements](#)

Joey Greive

[BD2024-02-03 Public Transportation Grant Agreement - Seaport Security](#)

Justin Ryan

[AC2024-02-03 Purchase of Six \(6\) Hybrid Electric RTG Cranes](#)

Justin Ryan

Mi-Jack Products, Inc.

[AC2024-02-04 Purchase of Seven \(7\) Tier 4 Diesel Top Picks](#)

Justin Ryan

Big Red Incorporated

[AC2024-02-01 Terminal Development for SET](#)

James Bennett

CM at Risk GMP5 Packages
JE Dunn Construction Company

[AC2024-02-02 Bartram Island Cell "C" Restoration & Capacity Improvement - CO#3](#)

James Bennett

Brance Diversified, Inc.

VI. CEO Update

Eric Green

VII. Reports

[R2024-02-01 Engineering and Construction Update](#)

James Bennett

[R2024-02-02 Financial Highlights & Monthly Financials/Vital Statistics](#)

Joey Greive

R2024-02-03 Commercial Highlights

Robert Peek

R2024-02-04 Public Safety Update by Nick Primrose

Info Only

VIII. Other Business

Chair Daniel Bean

Approval of Travel

Approval of Travel - Chair Daniel Bean recommends approval of travel by one or more Board Members of the Authority for business solicitation purposes or to attend any necessary conferences during the month of March 2024.

IX. Miscellaneous

- A. Awards Committee Meeting Minutes - February 21, 2024
- B. Emergency Purchases - None
- C. Unbudgeted Transactions - None

X. Adjourn

Chair Daniel Bean

The next Board of Directors meeting is scheduled for Monday, March 25, 2024 @9:00AM.



**BOARD OF DIRECTORS MEETING
Jacksonville Port Authority
2831 Talleyrand Avenue
January 22, 2024**

A meeting of the Jacksonville Port Authority Board of Directors was held on Monday, January 22, 2024 at the Port Central Office Building, 2831 Talleyrand Avenue, Jacksonville, Florida. Chairman Bean called the meeting to order at 9:00AM and welcomed all attendees. Board Member Palmer Clarkson led the audience in the Pledge of Allegiance and a moment of silence.

Board Members Attending:

Mr. Daniel Bean, Chair
Ms. Wendy Hamilton, Vice Chair
Mr. Palmer Clarkson, Treasurer
Ms. Soo Gilvarry, Secretary
Mr. Ed Fleming, Member
Mr. Tom Slater, Member

Other Attendees:

Mr. Eric Green, Chief Executive Officer
Ms. Beth McCague, Chief of Staff
Mr. Joey Greive, Chief Financial Officer
Mr. Robert Peek, Chief Commercial Officer
Mr. James Bennett, Chief Operating Officer
Ms. Linda Williams, Chief Administrative Officer
Mr. Reece Wilson, Office of General Counsel
Mr. Chris Miller, City Council Liaison
Ms. Rebecca Dicks, Board Liaison

Chairman Bean let everyone know that immediately following today's meeting, there would be a signing ceremony with Enstructure, a leading US Marine Terminal Owner, Operator & Logistics Company. He acknowledged and welcomed Enstructure executives Matt Satnick, Co-CEO & Chairman, Philippe De Montigny, Co-CEO & Founder, and Brian Hubert, President of Enstructure Southeast, along with other members of their team. Chairman Bean also recognized City Council President Dr. Ron Salem.

Approval of Minutes

Chairman Bean called for approval of the December 4, 2023 Board of Directors Meeting Minutes. After a motion by Mr. Clarkson and a second by Mr. Fleming, the Board unanimously approved all minutes as submitted.

Public Comments

Chairman Bean called for comments from the public. There were no public comments.

Presentation – Milestones

Mr. Derrick Lewis recognized John Schnippert, Manager, Public Safety Operations, for reaching his 15-year milestone and thanked him for his service.

Mr. Robert Peek recognized Rick Schiappacasse, Director, Latin America, Reefer, Breakbulk, LNG, for reaching his 10-year milestone and thanked him for his service.

Mr. Eric Green recognized Chelsea Kavanagh, Chief Communications Officer, for reaching her 10-year milestone and thanked her for her service.

New Business

BD2024-01-01 Enstructure Lease Agreement at Talleyrand Marine Terminal

Ms. Linda Williams presented this submission for Board approval of a long-term 30-year Facilities Lease Agreement with Enstructure for the lease and development of 79-acres of waterfront property at JAXPORT's Talleyrand Marine Terminal. Enstructure will begin leasing the new acreage in late 2025 when the current tenant, Southeast Toyota Distributors, relocates to JAXPORT's Blount Island Marine Terminal.

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

BD2024-01-02 Sovereignty Submerged Land Lease Renewal & Modification Dames Point Marine Terminal Future Berth 13

Mr. James Bennett presented this submission for Board approval of the Sovereign Submerged Land Lease (SLL) Agreement with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida to be used exclusively for mooring of two ships in conjunction with an upland bulk terminal, without fueling facilities, with a sewage pump out facility (Future Berth 13). The current SLL expired on October 13, 2023. This renewal reinstates the SLL for a period of 5 years, expiring on October 13, 2028.

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

**BD2024-01-03 Sovereignty Submerged Land Lease Renewal & Modification
Dames Point Marine Terminal – Moran Towing Berth**

Mr. James Bennett presented this submission for Board approval of the Sovereign Submerged Land Lease (SSLL) with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida to operate a 3-slip commercial docking facility with 1 small floating platform to be used exclusively for mooring of tugboats and barges in conjunction with an upland shipping operation, without fueling facilities, with a sewage dock addition. The current SSLL expired on November 7, 2023. This renewal reinstates the SSLL with the modification through August 28, 2028.

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

BD2024-01-04 Federal Channel Post-Construction Environmental Monitoring

Mr. James Bennett presented this submission for Board approval of the funding request from the USACOE for the 2023/2024 year in the amount \$2,320,600 and further approve future annual payments required by the USACOE for providing environmental monitoring of the Project as presented in JAXPORT’s annual Capital Budget.

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

BD2024-01-05 SSA JCT – Container Yard Improvements

Mr. James Bennett presented this submission for Board approval of an additional contingency amount of \$3,910,090, which is 8% of the original contract amount awarded to Superior Construction Company Southeast, LLC for the SSA JCT – Container Yard Improvements Phases 1 -7.

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

**AC2024-01-01 Terminal Development for SET
CM at Risk GMP4 and GMP4B Packages
JE Dunn Construction Company**

Mr. James Bennett presented this submission for Board approval of the issuance of Change Order No. 8 to JE Dunn Construction Company in the amount of \$23,328,350 for Terminal Development at SET – CM at Risk GMP4 and GMP4B Packages, the total contract cost to include Change Order No. 1- 8 is \$93,524,836.09.

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

CEO UPDATE

Mr. Green provided an update on the current situation with the Panama Canal and Suez Canal. Both canals are facing ongoing service disruptions, significantly impacting global shipping, including shipments to US ports. The Panama Canal has caused some scheduled disruptions, and it is being closely monitored for long-term implications. In the short term, the Red Sea situation may lead to a slight decline in January container volumes, attributed to two canceled sailings this month. JAXPORT is actively maintaining close communication with ocean carriers and terminal operators to adapt to any changes in their schedules.

In February, JAXPORT is set to participate in the unveiling of a new Jacksonville Distribution Center in collaboration with a global retailer. The company's identity is currently confidential as per their request. This retailer was one of the companies engaged by the Jacksonville Delegation during their recent business development mission to the United Kingdom. The capabilities of JAXPORT played a pivotal role in influencing the company's decision to select Jacksonville as the location for their distribution center.

Mr. Green updated the Board on potential exciting developments in the cruise sector, with anticipation of announcing significant news in the coming weeks. The JAXPORT team has been actively engaged in related efforts, and although there was an initial intention to present the agreement at the January board meeting, the necessary paperwork and documents were not fully prepared in time. Expressing the company's eagerness to finalize the agreement, Mr. Green asked the Chairman and Board to consider the possibility of convening a special board meeting in February for the signing of this agreement.

Chairman Bean then interrupted Mr. Green to recognize and welcome Mayor Donna Deegan to the meeting.

Mr. Green continued his CEO update by informing the Board that JAXPORT commenced the new year with a large-scale military move involving the return of equipment from the Netherlands. The equipment, which included dozens of aircraft, had completed a 9-month rotation in Europe. This equipment was utilized by US Army soldiers in various capacities, such as supporting a VIP Mission with President Biden in London, participating in multi-national training exercises, and assisting in firefighting efforts in Greece. JAXPORT's designation as a US Strategic Seaport enables its Blount Island Marine Terminal and port partners to facilitate the safe return of this important cargo.

Mr. Green announced that the State of the Port address will take place on February 15th at the Hyatt Regency Jacksonville Riverfront Hotel, hosted by the Propeller Club - Port of Jacksonville. During the luncheon, he will outline the port's key growth initiatives and plans for the future to a sold-out crowd of nearly 500 transportation and logistics leaders. Following his address, Robert Peek will participate in a panel discussion with industry experts to explore the evolution of Jacksonville as America's Logistics Center.

Mr. Green expressed gratitude to JAXPORT employees and Port Partners for their generous contributions to the 2023 JAXPORT charity drive. The collective effort resulted in a substantial donation of almost ten thousand dollars, benefiting the United Way of Northeast Florida and Creating Healthier Communities. He stated that we will feature the check presentation of the donation, along with additional highlights at the next board meeting.

Mr. Green then highlighted the most significant development of the day – the establishment of a long-term lease agreement for the property at the Talleyrand Terminal that will be vacated by Southeast Toyota's move to Blount Island in 2025. Introducing special guests from port partner Enstructure, Mr. Green welcomed the Co-CEO's Matthew Satnick and Philippe De Montigny. Enstructure is the parent company of Seonius Stevedoring, one of JAXPORT's long standing tenants with a 27-year operational history at the port.

Mr. Green announced that this public-private partnership, just approved by the Board, is an exciting milestone for the future of the Talleyrand Terminal. It allows JAXPORT to grow its capabilities in key cargo types, while also supporting the growth of a long-time Jacksonville company.

Enstructure's Co-CEOs, Matthew Satnick and Philippe De Montigny, expressed excitement about strengthening their partnership with JAXPORT and increasing investment in the growing Jacksonville market. They emphasized that expanding operations at the Talleyrand Marine Terminal is a strategic priority for Enstructure, and they anticipate collaborating closely with the JAXPORT team to enhance cargo diversity.

Mayor Donna Deegan thanked Enstructure for further investing in Jacksonville's community, generating employment opportunities, and fostering economic growth in the Talleyrand and historic east side area. She highlighted that the agreement reached today is a dual victory, benefiting both the port and the local community. This acknowledgment underscores the positive impact of the partnership on both economic development and community well-being.

Dr. Ron Salem, City Council President, emphasized that today's announcement further solidifies Jacksonville's position as a global leader in the movement of cargo. He commended the board's leadership in finalizing the deal and recognized the dedication of the port staff in pursuing the strategic growth of the port. Dr. Salem stressed that such agreements ensure our port and community are well positioned for long-term success.

CEO Eric Green thanked Mayor Deegan and City Council President Dr. Ron Salem for their support and extended an invitation for both officials to participate in the signing ceremony immediately following the meeting.

Reports

R2024-01-01 Engineering and Construction Update

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

R2024-01-02 Financial Highlights & Monthly Financials/Vital Statistics

Mr. Joey Greive provided Financial Highlights for the months of November & December 2023 and provided an overview of the financials and vital statistics.

R2024-01-03 Commercial Highlights

Mr. Robert Peek provided commercial highlights to the Board for the month of January 2024.

R2024-01-04 Public Safety Update

Mr. Nick Primrose provided a Public Safety Report as info only.

Other Business

After a motion by Mr. Clarkson and a second by Ms. Hamilton, 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 month of February 2024.

There being no further business of the Board, the meeting adjourned at 10:03AM. Chairman Bean invited all attendees to participate in the signing ceremony between JAXPORT and Enstructure.



**SPECIAL BOARD OF DIRECTORS MEETING
Jacksonville Port Authority
2831 Talleyrand Avenue
February 6, 2024**

A meeting of the Jacksonville Port Authority Board of Directors was held on Tuesday, February 6, 2024 at the Port Central Office Building, 2831 Talleyrand Avenue, Jacksonville, Florida. Chairman Bean called the meeting to order at 3:00PM and welcomed all attendees. He then led the audience in the Pledge of Allegiance.

Board Members Attending:

Mr. Daniel Bean, Chair
Ms. Wendy Hamilton, Vice Chair
Mr. Palmer Clarkson, Treasurer – via Zoom
Ms. Soo Gilvarry, Secretary
Mr. Ed Fleming, Member
Mr. Tom Slater, Member

Other Attendees:

Mr. Eric Green, Chief Executive Officer
Ms. Beth McCague, Chief of Staff
Mr. Joey Greive, Chief Financial Officer
Mr. Robert Peek, Chief Commercial Officer
Mr. James Bennett, Chief Operating Officer
Ms. Linda Williams, Chief Administrative Officer
Mr. Reece Wilson, Office of General Counsel
Mr. Chris Miller, City Council Liaison
Ms. Rebecca Dicks, Board Liaison

Chairman Bean extended a warm welcome to esteemed guests Dr. Ron Salem, City Council President, and Darnell Smith, Chief of Staff to Mayor Donna Deegan, and thanked them for attending this meeting. The Chairman also acknowledged and welcomed executives from Norwegian Cruise Lines, Mr. Juan Kuryla, Senior Vice President of Port Development & Construction, and Matt Weintraub, Director of Port Development.

Public Comments

Chairman Bean called for comments from the public. There were no public comments.

Chairman Bean noted that there is only one item on the agenda, a new cruise agreement with one of the most well-known brands in the business – Norwegian Cruise Lines. The Chairman emphasized the potential benefits of this agreement, emphasizing its role in connecting passengers sailing from Jacksonville to new vacation destinations. He discussed the agreement's expected positive impact on job creation and its contribution to the broader economic well-being of the community through the support of cruise related activities.

Chairman Bean turned the meeting over to CEO Eric Green who highlighted JAXPORT's longstanding relationship with Norwegian Cruise Lines.

Mr. Green recalled at one time, JAXPORT was a Port of Call for the Norwegian Regent Seven Seas Navigator. Additionally, he mentioned that during the pandemic, JAXPORT hosted three Norwegian cruise ships, one of which was the Norwegian Gem. This positive history of smooth sailings and collaborative efforts established a good working relationship between JAXPORT and Norwegian which led to the natural progression of today's agreement. The forthcoming commencement of Norwegian's sailings in 2025 marks a historic moment, as it will be the first time a Norwegian ship will be home ported in Jacksonville.

Mr. Green stated that he is excited to welcome the Norwegian Gem to JAXPORT next year. He expressed excitement about growth prospects for the cruise business and emphasized the role it plays in job creation and economic diversification. By expanding the port's popular cruise program, Jacksonville aims to attract more passengers from across the Southeastern US and beyond. Mr. Green thanked Norwegian for their partnership and looks forward to working with them to attract tourism, jobs, and positive economic impact to the community.

Mr. Green then introduced Norwegian Cruise Lines Senior Vice President of Port Development and Construction, Mr. Juan Kuryla.

Mr. Juan Kuryla expressed gratitude to the Board for convening this special meeting. He acknowledged the significance of the day, marking the first occasion of Norwegian Cruise Lines home porting in Jacksonville. Mr. Kuryla commended the dedicated efforts of CEO Eric Green and the entire JAXPORT team, spanning months and years, to attract additional cruise lines to the Jacksonville area. The anticipation is high for Norwegian's arrival in November 2025.

Mr. Kuryla emphasized the importance of feeling welcomed and valued as partners, expressing confidence that the outstanding treatment from the JAXPORT staff will ensure a positive experience for Norwegian passengers. He extended thanks to the Board, the Mayor's office, City Council members, and other dignitaries for their support. Mr. Kuryla conveyed optimism for a successful tenure and expressed gratitude for the warm reception in Jacksonville.

Chairman Bean then called on JAXPORT CFO Joey Greive to formally present BD2024-02-01.

New Business

**BD2024-02-01 Berthing & Terminal Use Agreement
NCL (Bahamas) d/b/a Norwegian Cruise Lines**

Mr. Joey Greive presented this submission for Board approval of a four-year agreement for a three-year cruise operation with Norwegian Cruise Line (NCL) to provide passenger cruise service from Jacksonville, Florida, beginning in November 2025.

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

Chairman Bean invited City Council President Dr. Ron Salem to provide comments. As he reflected on his tenure as the Council Liaison to JAXPORT, he highlighted the remarkable growth of the port and underscored its importance to the city. Dr. Salem commended the Board and JAXPORT leadership for their diligent efforts in securing a deal that will have a lasting impact on the city, expressing excitement for the upcoming addition of a significant cruise ship to Jacksonville.

Chairman Bean then introduced Darnell Smith, Chief of Staff for the Mayor of Jacksonville.

Mr. Smith, representing Mayor Donna Deegan, expressed gratitude for the opportunity to speak and commended Norwegian Cruise Lines for choosing Jacksonville as its home port. Highlighting the significant economic impact of the cruise industry on the city, Mr. Smith emphasized the importance of building strong partnerships with Norwegian Cruise Lines to enhance Jacksonville's appeal as a destination city. He congratulated the Board and the JAXPORT leadership team for their efforts in fostering a positive relationship with Norwegian Cruise Lines, acknowledging the dedication of time and energy in building this partnership. Mr. Smith also extended a warm welcome to the Norwegian Cruise Lines' ship, the Norwegian Gem, expressing anticipation for future collaborations and success.

There being no further business of the Board, the meeting adjourned at 3:15PM. Chairman Bean extended an invitation to all attendees to join the signing ceremony between JAXPORT and Norwegian Cruise Lines.

BD2024-02-02



SUBMISSION FOR BOARD APPROVAL

SUBJECT: FY2023 Audited Financial Statements

COST: \$ NA BUDGETED: NA

SOURCE OF FUNDS: NA

BACKGROUND:

The audit of the Jacksonville Port Authority's financial statements for the year ending September 30, 2023, LLP has been completed by RSM US, LLP, Certified Public Accountants. RSM is required to conduct their audit in accordance with Government Auditing Standards issued by the Comptroller General of the United States. RSM's audit has found that the Authority's financial statements conformed with the accounting principles generally accepted by the United States of America.

RSM has presented its draft report to the Audit Committee. After review and discussion, the Committee accepted the draft report and forwarded it to the full Board.

RECOMMENDATION:

It is recommended that the Board accept the audited financials prepared by RSM US, LLP.

ATTACHMENTS:

- Audited Financial Statements prepared by RSM US, LLP

BD2024-02-02



SUBMISSION FOR BOARD APPROVAL

RECOMMENDED FOR APPROVAL:

Patrick Greive
Chief Financial Officer

Patrick Greive
Patrick Greive (Feb 12, 2024 13:52 EST)

Signature and Date

SUBMITTED FOR APPROVAL:

Eric Green
Chief Executive Officer

Eric B. Green
Eric B. Green (Feb 12, 2024 14:00 EST)

Signature and Date

BOARD APPROVAL:

2/26/2024
Meeting Date

Rebecca Dicks/Recording Secretary

ATTEST:

Soo Gilvary, Secretary

Daniel K. Bean, Chairman

Jacksonville Port Authority

Annual Financial Report
For the Year Ended September 30, 2023

PRELIMINARY DRAFT
For Discussion Purposes Only
-Subject to Change-

Table of Contents

Letter of Transmittal	i-ii
Independent Auditor's Report	1-3
Management's Discussion and Analysis (Unaudited)	4-11
Financial Statements:	
Statements of Net Position	12-13
Statements of Revenue, Expenses and Changes in Net Position	14
Statements of Cash Flows	15-16
Notes to Financial Statements	17-48
<hr/>	
Required Supplementary Information (Unaudited)	
Schedule of Changes in Total OPEB Liability	49
Schedule of the Authority's Proportionate Share of the Net Pension Liability - Florida Retirement System Pension Plan	50
Schedule of the Authority's Proportionate Share of the Net Pension Liability - Health Insurance Subsidy Pension Plan	51
Schedule of the Authority's Contributions - Florida Retirement System Pension Plan	52
Schedule of the Authority's Contributions - Health Insurance Subsidy Pension Plan	53
Supplemental Information	
Schedule of Expenditures of Federal Awards and State Financial Assistance	54
Notes to Schedule of Expenditures of Federal Awards and State Financial Assistance	55
<hr/>	
Compliance Section	
Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with <i>Government Auditing Standards</i>	56-57
Report on Compliance for Each Major Federal Program and the Major State Financial Assistance Project; Report on Internal Control Over Compliance; and Report on the Schedule of Expenditures of Federal Awards and State Financial Assistance Required by the Uniform Guidance and State of Florida Chapter 10.650, <i>Rules of the Auditor General</i>	58-60
Schedule of Findings and Questioned Costs	61-62
Summary Schedule of Prior Audit Findings	63
Management Letter	64-67
Independent Accountant's Report	68



[DATE]

To the Board of Directors of the
Jacksonville Port Authority:

We present the Annual Financial Report of the Jacksonville Port Authority (the Authority or JAXPORT), a component unit of the City of Jacksonville, Florida, for the fiscal year ended September 30, 2023. Responsibility for both the accuracy of the data and completeness and fairness of the presentation, including all disclosures, rests with the Authority. To the best of our knowledge and belief, this report fairly presents and fully discloses the Authority's financial position, changes in financial position and cash flows in accordance with accounting principles generally accepted in the United States of America. Please refer to the Management Discussion and Analysis (MD&A) for additional information about the financial position of the Authority.

Reporting Entity and Governance

The Jacksonville Port Authority, a public body corporate and politic, was created in 1963 by Chapter 63-1447 of the Laws of Florida to own and operate marine facilities in Duval County, Florida.

JAXPORT is comprised of three separate terminal locations in Jacksonville, with a diverse mix of cargo including containers, automobiles, bulk and cruise operations. Approximately 3/4 of all revenues are generated by containers and automobiles. The remaining lines of business include breakbulk, dry bulk, liquid cargo and cruise.

A seven-member Board of Directors presently governs the Authority. The Board of Directors establishes Authority policy and appoints a Chief Executive Officer/CEO. The Board of Directors annually elects a Chairman, Vice-Chairman, Secretary and Treasurer. Directors serve a four-year term.

The CEO of the Authority plans and directs all the programs and activities of the Authority, focusing on the future and the development of long-term business strategies.

2023 Operating Revenue Highlights

Total operating revenues for fiscal year 2023 were \$65,747, a 7% increase over prior year. Total container volumes in 2023 were 1,313,487 TEUs (twenty-foot equivalent units), a 1% increase over fiscal year 2022 TEUs of 1,298,132. These results reflect the scheduled construction and modernization of 93 acres to accommodate international cargo volumes at deep-water berths, a multi-year project with expected completion in 2025. Additionally, at fiscal year-end 2023, the Authority has 88 acres under construction for a new auto processing facility. Scheduled completion of the auto facility is 2025. In 2023, auto units totaled 505,665 compared to 553,029 units last year. Auto revenues for fiscal year 2023 were \$14,555, down 4% from prior year revenues. Cruise operations experienced its first full year of cruise activity since 2019 with a total of 74 cruises and total revenues of \$6,501, compared to \$2,562 in 2022.

2023 In Review and Looking Ahead

JAXPORT took several major steps forward in 2023 to strengthen its current book of business and prepare for future business development, including:

- Close out of the 47 ft. harbor deepening project.

- Delivery of three new tenant-provided 100-gauge electric cranes installed at newly constructed deep-water berths.
- Expansion and modernization of a major container terminal (93 acres), with all funding sources coming from tenant and federal grants (estimated completion date 2025).
- Design and development of a new auto terminal, concurrent with a new 30-year contract, to include a total 88 acres, construction underway in 2023. All funding for construction provided by tenant and state grants (estimated completion date 2025).
- Partnering with sister agency, Jacksonville Electric Authority, to begin design and construction of the raising of the power lines spanning the Jacksonville Harbor from a current 174 ft. operational clearance to 205 ft. This project is funded by both state and local grants, and funding from the Authority.

Rating agencies Moody's Investors Service and Fitch Ratings currently report JAXPORT credit ratings of A2 and A, respectively, Outlook Stable for both.

As exhibited in the attached financial statements, JAXPORT continues to strive for disciplined fiscal stewardship focused on maintaining strong cash balances, controlled expenses, while managing its conservative debt profile.

Independent Audit

A firm of independent certified public accountants is retained each year to conduct an audit of the financial statements of the Authority in accordance with auditing standards generally accepted in the United States and to meet the requirements of the Uniform Guidance and Chapter 10.650, *Rules of the Florida Auditor General*. The Authority selected the firm of RSM US LLP to perform these services. Their opinion is presented with this report. Each year, the independent certified public accountants meet with the Audit Committee of the Board of Directors to review the results of the audit.

The Authority's financial statements are prepared in accordance with accounting principles generally accepted in the United States of America, using the accrual basis of accounting. The Authority is a local government proprietary fund, and therefore the activities are reported in conformity with governmental accounting and financial reporting principles issued by the Governmental Accounting Standards Board.

Acknowledgement

I would like to recognize the Finance Team in the preparation and presentation of JAXPORT's financial statements and commentary.

I would also like to thank the Board of Directors for their direction, oversight, and strong corporate governance in the financial and operational matters of the Authority.

Respectfully submitted,



Eric Green, CEO

Independent Auditor's Report

Members of the Board of Directors
Jacksonville Port Authority

Report on the Audit of the Financial Statements

Opinion

We have audited the financial statements of the Jacksonville Port Authority (the Authority), a component unit of the City of Jacksonville, Florida, as of and for the years ended September 30, 2023 and 2022, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the financial position of the Authority, as of September 30, 2023 and 2022, and the changes in financial position and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Authority, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority's ability to continue as a going concern for 12 months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and other post-employment benefits and pension related schedules, as listed in the table of contents, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. We have applied certain limited procedures to the required supplementary information in accordance with GAAS, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated [DATE], on our consideration of the Authority's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Authority's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control over financial reporting and compliance.

Jacksonville, Florida
[DATE]

PRELIMINARY DRAFT
For Discussion Purposes Only
-Subject to Change-

**Jacksonville Port Authority
A Component Unit of the City of Jacksonville, Florida**

Management's Discussion and Analysis (Unaudited)

This section of the Jacksonville Port Authority's (the Authority or JAXPORT) annual financial report presents a narrative overview and analysis of the Authority's financial performance for the fiscal years ended September 30, 2023, and 2022. The discussion is intended to assist the readers in focusing on the significant financial issues and activities of the Authority and to identify any significant changes in financial position. We encourage readers to consider the information contained in this discussion in conjunction with the Authority's financial statements.

FINANCIAL STATEMENTS PRESENTATION

The Authority, a component unit of the City of Jacksonville, Florida, is considered a special purpose governmental entity engaged in a single business-type activity. JAXPORT is a landlord port and generates revenues primarily through user fees and charges to its tenants and customers. The Authority maintains a proprietary fund, which reports transactions related to activities similar to those found in the private sector. As such, the Authority presents only the statements required of enterprise funds, which include the statements of net position, statements of revenues, expenses and changes in net position and statements of cash flows.

The statements of net position present information on all of the Authority's assets and deferred outflows of resources, liabilities and deferred inflows of resources, with the difference reported as net position. The statements of revenue, expenses and changes in net position shows how the Authority's net position changed during the fiscal year. The statements of cash flows represent cash and cash equivalent activity for the fiscal year resulting from operating, non-capital financing, capital financing and investing activities. Collectively, these financial statements provide an assessment of the overall financial condition of the Authority.

FINANCIAL ANALYSIS OF THE AUTHORITY

A condensed overview of the Authority's net position is provided in the following pages. The statements of net position serve as a useful indicator of assessing the Authority's financial position and relative components of assets, deferred outflows of resources, liabilities and deferred inflows of resources. It identifies these assets, deferred outflows of resources, liabilities and deferred inflows of resources for their expected use both for current operations and long-term purposes and identifies trends and allocation of resources.

As the Authority operates in a capital-intensive environment, capital assets are by far the largest component of net position. They are essential to seaport operations, providing land assets, buildings and equipment and other capital assets to its tenants and customers. These capital assets are largely funded by bonds and notes outstanding (debt). Repayment of this debt is provided annually from operations, as well as funds maintained by the Authority restricted for ongoing scheduled and certain future debt payments. The Authority's capital spending program is also supported by funding from its primary government, the City of Jacksonville, as well as state and federal grants. In addition to long-term assets and liabilities, the Authority holds current assets, including operating cash balances, to meet current liabilities.

Monetary amounts are presented in the thousands (000's), unless noted otherwise.

Jacksonville Port Authority
A Component Unit of the City of Jacksonville, Florida

Management's Discussion and Analysis (Unaudited)

Operating Results for 2023

Total operating revenues for fiscal year 2023 were \$65,747, an increase of 7%, compared to revenues of \$61,233 in fiscal year 2022. Total container volumes in 2023 were 1,313,487 TEUs (twenty-foot equivalent units), a 1% increase over fiscal year 2022 TEUs of 1,298,132. These results reflect the expected phased transition of containers to deep-water berths, along with the scheduled terminal development to accommodate additional international cargo. During fiscal year 2023, the Authority had substantial container cargo terminal acreage under construction, with an anticipated construction completion date of fiscal year 2025. As of midyear 2022, JAXPORT now accommodates larger cargo vessels with the 47 ft. harbor depths. Concurrent with completion of the 47 ft. harbor deepening was the completion of deep-water berth infrastructure and the addition of three new (tenant owned) 100-gauge electric container cranes added in late fiscal year 2023. Total container revenues in fiscal year 2023 were \$29,910, an increase of 2% over prior year revenues of \$29,440. Auto units totaled 505,665 in 2023 compared to 553,029 units in 2022, the decrease is largely attributable to 44 acres being taken out of service in 2023 for the development of a new 88-acre auto processing facility, concurrent with a renewal of a long-term lease with an existing tenant, scheduled completion of the 88-acre auto facility is 2025. Auto revenues for fiscal year 2023 were \$14,555, a decrease of 4% over prior year revenues of \$15,098.

Cruise operations experienced its first full year of activity since 2019 with a total of 74 cruises and total revenues of \$6,501, compared to \$2,562 in 2022. Breakbulk revenue of \$5,002 reflected reduced tonnage, down 11% with revenues declining 15% from prior year. Dry Bulk (aggregate materials) tonnage were up 96% over prior year, with related revenues increasing 15%. Revenues associated with military cargo were \$1,399 in 2023, compared to \$578 in 2022. Other lines of business including liquid bulk and other were steady year over year.

Total operating expenses before depreciation for 2023 were \$43,870, an increase of \$6,068 over fiscal year 2022. Salaries and benefits expense increased \$4,004, of which \$2,588 was attributable to variances in "year-end valuation accounting" for pension costs. The remaining increase in salaries and benefits was related to additional staffing levels for increased crane operations and maintenance, along with scheduled annual wage increases. Berth maintenance dredging totaled \$5,730, and increased 16%, tied to heavy dredge activity. Contract security costs totaled \$5,020, an increase of 14%, and includes contract wage increases, and additional coverage, including a full year of cruise operations activity. Service and supplies expense was \$5,799, up 4% over prior year, and include increased property and casualty premiums of \$207. Repair and maintenance expense totaled \$2,423 in 2023, up 13% as impacted higher-than-normal inflation in this area.

Net non-operating revenues (expenses) for 2023 totaled \$11,299 and included several large recurring and one non-recurring transactions. Ongoing contributions from tenants for construction in progress totaled \$22,441 in 2023, comparable to prior year. Shared revenue from primary government was \$10,108, up 3% over prior year. Interest income for fiscal year 2023 was impacted favorably by higher interest rates/yields, and higher than normal cash balances on hand, including strong internal cash balances, construction funds received from tenants, and other construction funds received related to a harbor deepening rebate in 2023. Larger outflows (expenses) within non-operating items include \$16,992 of grants funds returned as part of the previously mentioned harbor deepening rebate (total of \$35 million) of which, \$16,992 was returned and/or provisioned for return to state and local grantors as their share of the refund where applicable. Interest expense on debt was \$6,539 in 2023, compared to \$7,028 in 2022, and debt amortization paydown weighed more towards principal in 2023. Fiscal year 2022 was impacted favorably by a significant gain on contract termination in the amount of \$109,114 (see note E).

Capital contributions in 2023, which includes state, local and federal grant contributions totaled \$16,759, compared to \$25,996 in prior year.

Jacksonville Port Authority
A Component Unit of the City of Jacksonville, Florida

Management's Discussion and Analysis (Unaudited)

At the close of fiscal year 2023, the Authority had a net position of \$695,952, an increase of \$17,133 from \$678,819 at fiscal year-end 2022.

**STATEMENT OF REVENUES, EXPENSES
AND CHANGES IN NET POSITION
(in thousands of dollars)**

	2023	2022	2021
Operating revenue			
Cargo	\$ 53,500	\$ 54,185	\$ 54,870
Cruise	6,501	2,562	-
Military	1,399	578	1,353
Other operating revenue	4,347	3,908	5,630
Total operating revenue	<u>65,747</u>	<u>61,233</u>	<u>61,853</u>
Operating expenses			
Salaries and benefits	22,977	18,913	15,882
Services and supplies	5,799	5,559	3,806
Security services	5,020	4,405	4,374
Business travel and training	413	322	141
Promotion, advertising, dues and memberships	550	647	539
Utility services	787	743	632
Repairs and maintenance	2,423	2,138	1,846
Berth maintenance dredging	5,730	4,920	3,986
Miscellaneous	168	155	163
Total operating expenses	<u>43,870</u>	<u>37,802</u>	<u>31,369</u>
Operating income before depreciation	21,877	23,431	30,484
Depreciation	32,802	30,989	30,031
Operating (loss) income	<u>(10,925)</u>	<u>(7,558)</u>	<u>453</u>
Non-operating revenue (expense)			
Interest expense	(6,539)	(7,028)	(7,261)
Interest income	3,469	184	10
Shared revenue from primary government	10,108	9,769	9,847
Intergovernmental grant revenue	307	18,758	-
Reimbursement of advanced grant funds	(16,992)	-	-
Gain on contract termination	-	109,114	-
Capital contributions from tenants	22,441	22,093	-
Loss on sale/disposition of assets	(1,075)	(317)	(150)
Other non-operating expenses	(420)	(94)	(853)
Total non-operating revenue (expense)	<u>11,299</u>	<u>152,479</u>	<u>1,593</u>
Income before capital contributions	374	144,921	2,046
Capital contributions	16,759	25,996	35,619
Changes in net position	<u>17,133</u>	<u>170,917</u>	<u>37,665</u>
NET POSITION			
Beginning of year	678,819	507,902	470,237
End of year	<u>\$ 695,952</u>	<u>\$ 678,819</u>	<u>\$ 507,902</u>

Jacksonville Port Authority
A Component Unit of the City of Jacksonville, Florida

Management's Discussion and Analysis (Unaudited)

Revenue, Expenses and Changes in Net Position

2022 vs 2021

Total operating revenues for fiscal year 2022 were \$61,233, a decline in total revenues of 1%, compared to revenues of \$61,853 in fiscal year 2021. Total container volumes in 2022 were 1,298,132 TEUs (twenty-foot equivalent units), declining from a record 1,407,310 TEUs in 2021. The reduction was largely due to a steady decline of shipper calls and vessel activity at one terminal location, leading to an early termination of the lease and transition to a new terminal operator in mid-year. As of 2022, JAXPORT now accommodates larger cargo vessels with the 47 ft. harbor depth achieved in mid-2022, concurrent with the completion of deep-water berths. Auto units totaled 553,029 in 2022 compared to 623,212 units in 2021, the decline primarily a result of a global shortage of auto parts and supplies. Auto revenue dollars held up well due to fixed lease acreage-based contracts. Breakbulk tonnage increased to 989,058 tons, a 35% increase over prior year, primarily driven by demand for forest products – paper, wood pulp and lumber. Collectively, Containers (48%), Autos (25%), and Breakbulk (10%) make up 83% of total revenues. Cruise revenues for 2022 were \$2,562 and reflect approximately seven months of cruise activity beginning in March of 2022. Other lines of business including liquid bulk and dry bulk were steady year over year.

Total operating expenses before depreciation for 2022 were \$37,602 an increase of \$6,433 over prior year expenses before depreciation of \$31,369. Prior fiscal year 2021 included COVID-19 cost containment measures, whereas fiscal year 2022 expense levels returned to more normalized levels. Salaries and benefits in 2022 were \$18,913, an increase of \$3,031 over 2021, of which \$1,483 was attributable to variances in “year-end valuation accounting” for pension costs. Other factors accounting for the increase included a return to full staffing levels, post COVID, and the addition of nine security personnel previously part of outsourced contract security. Workers' Compensation Insurance expense included a two year catchup assessment totaling \$675. Fuel costs in 2022 increased \$615 largely due to diesel (85%) price increases. Berth maintenance dredging expense increased \$934 in fiscal year 2022, reflective of increased dredge volumes.

Net non-operating revenues (expenses) for 2022 totaled \$152,479 and included several large non-recurring and recurring transactions. Most notable was a gain on contract termination in the amount of \$109,114, the outcome of an early exit of a tenant with a 30-year contract, causing an accelerated recognition of unearned revenue amounts (see Note E). The Authority also received Coronavirus State and Local Fiscal Recovery Funds (ARPA Funds) totaling \$17,716 in 2022, recorded as intergovernmental grant revenue. Tenant contributions for construction totaled \$22,093. Noteworthy in fiscal years 2022 and 2021 is a significant increase in shared revenue from primary government of \$9,769 and \$9,847, respectively, compared to \$1,847 in fiscal year 2020. The increase is a result of certain debt obligations previously recorded on the books of the City, on behalf of the Authority, serviced by this revenue source being fully satisfied at year-end 2020. Beginning in 2021 and forward, the Authority receives the full share of these interlocal revenues.

Capital contributions in 2022, which includes state, local and federal grant contributions totaled \$25,996, compared to \$35,619 in prior year. Included in 2021, was a local capital contribution of \$4,161 from the City of Jacksonville, which was in addition to \$35,000 provided in fiscal year 2020, specifically to support the final phase of the 47 ft. harbor deepening project.

At the close of fiscal year 2022, the Authority had a net position of \$678,819, an increase of \$170,917 from \$507,902 at fiscal year-end 2021.

Jacksonville Port Authority
A Component Unit of the City of Jacksonville, Florida

Management's Discussion and Analysis (Unaudited)

Net Position

2023 vs. 2022

At September 30, 2023, the Authority's net position was \$695,952 compared to \$678,819 at year-end 2022, an increase of \$17,133. Significant additions in 2023 included capital contributions in the form of grants \$16,759, and tenant contributions for construction of \$22,441. Partially offsetting the above increases to net position were reimbursable amounts of advanced capital grants of \$16,992 from prior years. These funds were appropriated back to state, and local grantors, as their allocation of a \$35,000 refund, related to the 47 ft. harbor deepening project close out. The remainder of impacts were all normal operating and non-operating activities.

(In thousands of dollars)

	2023	2022	2021
NET POSITION			
Current assets	\$ 63,218	\$ 61,669	\$ 54,109
Noncurrent assets (excluding capital assets)	63,275	31,496	23,373
Capital assets	830,649	856,329	849,826
Deferred outflows of resources	9,364	10,077	9,266
Total assets and deferred outflows	<u>966,206</u>	<u>959,571</u>	<u>936,574</u>
Current liabilities	27,713	20,615	24,563
Bonds and notes outstanding (net of current portion)	197,210	206,067	214,291
Other noncurrent liabilities and deferred	43,872	52,713	179,949
Deferred inflows of resources	1,456	1,357	9,869
Total liabilities and deferred inflows	<u>270,254</u>	<u>280,752</u>	<u>428,672</u>
Net position			
Net investment in capital assets	640,705	621,944	468,910
Restricted for debt service	19,396	18,391	18,080
Restricted – other	3,252	3,071	2,926
Unrestricted	32,599	35,413	17,986
Total net position	<u>\$ 695,952</u>	<u>\$ 678,819</u>	<u>\$ 507,902</u>

Total assets and deferred outflows were positively impacted by increases in current assets, primarily within unrestricted cash, an increase of \$4,259. Also, within noncurrent assets excluding capital assets, was additional restricted cash for capital projects, an overall increase of \$31,126, and includes tenant fund construction balances and the aforementioned harbor deepening refund. Capital assets declined largely as a result of the \$35,000 USACE harbor deepening refund.

Total liabilities and deferred inflows activity include increases in current liabilities, primarily from construction related accounts payable increase of \$6,891. Bonds and note outstanding were reduced \$8,857, primarily from normal scheduled principal payments in 2023. Other noncurrent liabilities and deferred inflows reductions reflect a \$7,829 paydown of balances on the Authority's line of credit.

Total net position at year-end 2023 was \$695,952, reflecting net investment in capital assets of \$640,705, amounts restricted for debt service of \$19,396, unrestricted balances of \$32,599 and renewal and replacement funds of \$3,252.

Jacksonville Port Authority
A Component Unit of the City of Jacksonville, Florida

Management's Discussion and Analysis (Unaudited)

Net Position

2022 vs. 2021

At September 30, 2022, the Authority's net position was \$678,819 compared to \$507,902 at year-end 2021, an increase of \$170,917. Significant additions in 2022, were the receipt of \$18,758 in intergovernmental grant revenue, largely ARPA funds of \$17,716, tenant contributions for construction of \$22,093, and a \$109,114 gain on contract termination effectively reducing total liabilities and deferred inflows in the same amount (eliminating unearned revenue balances). Other recurring sources of support include shared revenue from primary government of \$9,769 and state and federal grants of \$25,996.

Total assets and deferred outflows at year-end 2022 were \$959,571, Capital asset net increases were \$6,503. Current assets increased with unspent ARPA funds adding \$13,095 at year-end, partly offset by \$5,540 in reduced grant receivable balances. Noncurrent assets were \$31,496 and include tenant funds provided for construction of \$15,535, partly offset by \$7,037 in a reduction of long-term grant receivables.

Total liabilities and deferred inflows were \$280,752 at year-end 2022, compared to \$428,672 in 2021. Bonds and notes outstanding (net of current portion), declined \$3,224, primarily from scheduled debt service. Other noncurrent liabilities and deferred inflows were reduced significantly in 2022, reflecting paydowns of other borrowings (line of credit and bridge loan) totaling \$39,730. The elimination of unearned revenue balances associated with the aforementioned gain on contract termination resulted in a \$6.3 million reduction (unearned revenue) in current liabilities and \$106.8 million reduction (unearned revenue) in other noncurrent liabilities and deferred inflows.

Total net position at year-end 2022 was \$678,819, reflecting net investment in capital assets of \$621,944, amounts restricted for debt service of \$13,591, unrestricted balances of \$35,413 and repair and replacement funds of \$3,071.

Cash Flows

2023 vs 2022

Cash flows from operating activities in 2023 were \$24,389, compared to \$23,758 in prior year.

Cash flows from noncapital financing activities in 2023 were \$10,462, compared to \$27,485 in 2022. Fiscal year 2022 included the receipt of intergovernmental grant revenue (ARPA Funds) awarded in the amount of \$17,716.

Net cash used in capital and related financing activities totaled \$834 in 2023. Large outflows include funding for acquisition and construction of capital assets of \$46,319, principal and interest debt service payments of \$13,963, and paydown on the line of credit of \$7,829. Significant inflows include state and federal contributions-in-aid of construction of \$22,441. Additionally, the Authority received a \$35,000 refund from the United States Army Corps of Engineers (USACE) related to the 47 ft. harbor deepening project closeout, of which \$10,870 was separately returned to the state (FDOT), as their proportionate share of the refund. In fiscal year 2022, net cash used in capital and related financing activities was \$23,090, largely impacted by a combined net paydown on the line of credit and a bridge loan from primary of government, collectively totaling \$29,730.

Cash and cash equivalents at the end of 2023 were \$107,238 compared to \$69,752 in 2022. Current unrestricted cash and cash equivalents increased \$4,259 to \$21,608. Cash restricted for capital projects increased \$31,126 to \$46,661, primarily a result of the aforementioned harbor deepening refund. Restricted cash for debt obligations increased \$2,100 in 2023.

Jacksonville Port Authority
A Component Unit of the City of Jacksonville, Florida

Management's Discussion and Analysis (Unaudited)

Total cash and cash equivalents of \$107,238 at September 30, 2023 is comprised of \$21,608 in unrestricted cash, \$46,661 in construction funds, \$13,620 in current restricted cash (ARPA funds), \$8,763 in cash restricted debt service, \$13,195 in bond reserve funds, and \$3,391 designated for renewal and replacement funds and other.

Cash Flows

2022 vs 2021

Cash flows from operating activities in 2022 were \$23,758 compared to \$20,571 in prior year. Fiscal year 2021 included a return of funds to a tenant in the amount of \$4 million. The tenant had paid substantial upfront rents in fiscal year 2020, by mutual agreement the Authority refunded the \$4 million, in exchange for increased throughput tonnage rates.

Cash flows from noncapital financing activities in 2022 were \$27,485, compared to \$9,847 in 2021. This increase is attributable to the receipt of intergovernmental grant revenue (ARPA Funds) awarded in the amount of \$17,716 in fiscal year 2022.

Net cash used in capital and related financing activities totaled \$23,090. Large outflows include funding for acquisition and construction of capital assets of \$34,786, principal and interest debt service payments of \$15,256. Additionally, the Authority paid off a bridge loan balance of \$25,000, and also a net paydown on the line of credit of \$4,730. The Authority also incurred a \$4,064 outlay associated with a tenant lease termination (see Note E). Significant inflows include state and federal contributions-in-aid of construction of \$38,645 and tenant contributions for construction of \$22,093.

Cash and cash equivalents at the end of 2022 were \$69,752 compared to \$41,415 in 2021. The cash balance of \$69,752 at September 30, 2022 is comprised of \$17,349 in unrestricted cash, \$13,095 in current restricted cash (ARPA funds), \$15,535 in construction funds, \$20,702 in restricted debt service and reserve funds and \$3,071 for renewal and replacement funds.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

Capital assets include land, land improvements, harbor deepening and related costs, buildings and building improvements and equipment. At September 30, 2023, the Authority had commitments for future construction work of \$108,866. Additional information regarding capital assets can be found in the accompanying notes to the financial statements (see Note C).

2023 vs. 2022

At September 30, 2023, the Authority's capital assets, net of depreciation, were \$830,649 a net reduction of \$25,680 compared prior year totals of \$856,329. Capital project additions for 2023 totaled \$51,809, compared to \$37,838 in 2022. In 2023, two major tenant sites were under construction; modernization of a 93-acre container terminal, construction began in 2022, and a new 88-acre auto processing facility underway in 2023, both scheduled for completion in 2025. Offsetting these expenditures was a large refund of \$35,000 from the USACE, related to savings on the closeout of the 47 ft. harbor deepening project. These funds were originally provided in advance of the phased project schedule, the project was completed under budget, and funds were returned to the Authority. Other reductions to total capital assets included the reversal of a \$8,537 reserve from the prior 40 ft. harbor deepening project. Depreciation expense for 2023 was \$32,802, compared to \$30,989 in 2022. Capital spending in 2023 was funded largely by federal

**Jacksonville Port Authority
A Component Unit of the City of Jacksonville, Florida**

Management's Discussion and Analysis (Unaudited)

and state grants totaling \$16,759 and tenant contributions for construction of \$22,441, compared to 2022 federal and state grants of \$25,996 and tenant contributions of \$22,092.

2022 vs. 2021

At September 30, 2022, the Authority's capital assets, net of depreciation, grew to \$856,329, compared to prior year net capital assets of \$849,826. Capital project additions for 2022 were \$37,838; major projects include terminal construction and rehab \$13,329, wharf rehabilitation projects \$5,976, and dredge material management sites \$9,032. Capital spending was partly funded by local, state and federal grants totaling \$25,996 in 2022. Depreciation expense for 2022 was \$30,989, compared to \$30,031 in 2021.

Long-Term Debt

2023 vs. 2022

At September 30, 2023, the Authority had outstanding bonds and notes payable of \$205,878, a decrease of \$8,225 from fiscal year-end 2022 balances of \$214,103 (both net of unamortized bond premiums). Line of credit balances outstanding at September 30, 2023 were \$2,920, compared to \$10,749 at prior year-end.

2022 vs. 2021

At September 30, 2022, the Authority had outstanding bonds and notes payable of \$214,103, a decrease of \$7,860 from \$221,963 at end of fiscal year 2021 (both net of unamortized bond premiums). Line of credit balances outstanding at September 30, 2022 were \$10,749, compared to \$15,479 at prior year-end. In 2022, the Authority paid off all outstanding balances on an original \$37,700 bridge loan from primary government, balances at prior year-end 2021 was \$25,000.

The Authority exceeded its required minimum debt service coverage ratio for the 2023 fiscal year.

REQUESTS FOR INFORMATION

This financial report is designed to provide our citizens, taxpayers, customers, investors and creditors with a general overview of the Authority's finances and to demonstrate the Authority's accountability to each of those groups. Questions concerning any information included in this report or any request for additional information should be addressed to the Chief Financial Officer, Jacksonville Port Authority, P.O. Box 3005, Jacksonville, FL 32206-0005.

Jacksonville Port Authority
A Component Unit of the City of Jacksonville, Florida

Statements of Net Position
September 30, 2023 and 2022
(In thousands of dollars)

	2023	2022
Assets and Deferred Outflows of Resources		
Current assets		
Cash and cash equivalents	\$ 21,608	\$ 17,349
Restricted cash and cash equivalents	22,383	20,958
Accounts receivable, net	7,694	7,251
Notes and other receivables	151	120
Grants receivable	9,104	13,914
Inventories and prepaid items	2,278	2,077
Total current assets	<u>63,218</u>	<u>61,669</u>
Noncurrent assets		
Restricted cash and cash equivalents	16,586	15,910
Restricted cash and cash equivalents for capital projects	46,661	15,535
Notes receivable	28	51
Capital assets, net	830,649	856,329
Total noncurrent assets	<u>893,924</u>	<u>887,825</u>
Total assets	<u>957,142</u>	<u>949,494</u>
Deferred outflow of resources (Note J)	9,064	10,077
Total assets and deferred outflow of resources	<u>966,206</u>	<u>959,571</u>

(continued)

Jacksonville Port Authority
A Component Unit of the City of Jacksonville, Florida

Statements of Net Position
September 30, 2023 and 2022
(In thousands of dollars)

	2023	2022
Liabilities and Deferred Inflows of Resources		
Current liabilities		
Accounts payable	\$ 2,729	\$ 2,257
Accrued expenses	808	683
Accrued interest payable	2,563	2,180
Construction contracts payable	10,030	3,139
Retainage payable	2,218	3,620
Unearned revenue	700	700
Bonds and notes payable	8,538	8,036
Total current liabilities	<u>27,716</u>	<u>20,615</u>
Noncurrent liabilities		
Unearned revenue	13,892	14,592
Accrued expenses	2,387	2,290
Payable to primary government	6,122	-
Other obligations	-	8,537
Net pension liability	18,551	16,545
Line of credit	2,920	10,749
Bonds and notes payable, net	197,210	206,067
Total noncurrent liabilities	<u>241,082</u>	<u>258,780</u>
Total liabilities	<u>268,798</u>	<u>279,395</u>
Deferred inflow of resources (Note J)	1,456	1,357
Total liabilities and deferred inflow of resources	<u>270,254</u>	<u>280,752</u>
Net Position		
Net investment in capital assets	640,705	621,944
Restricted for		
Debt service	19,396	18,391
Repair and replacement	3,252	3,071
Unrestricted	32,599	35,413
Total net position	<u>\$ 695,952</u>	<u>\$ 678,819</u>

See Notes to the Financial Statements.

Jacksonville Port Authority
A Component Unit of the City of Jacksonville, Florida

Statements of Revenue, Expenses and Changes in Net Position
For the Years Ended September 30, 2023 and 2022

(In thousands of dollars)

	2023	2022
Operating revenue		
Cargo	\$ 53,500	\$ 54,185
Cruise	6,501	2,562
Military	1,399	578
Other operating revenue	4,347	3,908
Total operating revenue	<u>65,747</u>	<u>61,233</u>
Operating expenses		
Salaries and benefits	22,977	18,913
Services and supplies	5,739	5,559
Security services	5,020	4,405
Business travel and training	416	322
Promotions, advertising, dues and memberships	550	647
Utility services	787	743
Repairs and maintenance	2,423	2,138
Berth maintenance dredging	5,730	4,920
Miscellaneous	168	155
Total operating expenses	<u>43,870</u>	<u>37,802</u>
Operating income before depreciation	21,877	23,431
Depreciation expense	32,802	30,989
Operating loss	<u>(10,925)</u>	<u>(7,558)</u>
Non-operating revenues (expenses)		
Interest expense	(6,539)	(7,028)
Investment income	3,469	184
Shared revenue from primary government	10,108	9,769
Intergovernmental grant revenue	307	18,758
Reimbursement to grantor	(16,992)	-
Gain on contract termination	-	109,114
Contributions from tenants	22,441	22,093
Loss on sale/disposition of assets	(1,075)	(317)
Other non-operating expenses	(420)	(94)
Total non-operating revenues (expenses)	<u>11,299</u>	<u>152,479</u>
Income before capital contributions	374	144,921
Capital contributions	16,759	25,996
Change in net position	<u>17,133</u>	<u>170,917</u>
Net position		
Beginning of year	678,819	507,902
End of year	<u>\$ 695,952</u>	<u>\$ 678,819</u>

See Notes to the Financial Statements.

Jacksonville Port Authority
A Component Unit of the City of Jacksonville, Florida

Statements of Cash Flows
For the Years Ended September 30, 2023 and 2022
(In thousands of dollars)

	2023	2022
Cash flows from operating activities		
Receipts from customers	\$ 64,573	\$ 62,023
Payments for services and supplies	(20,189)	(19,165)
Payments to employees	(19,995)	(19,100)
Net cash provided by operating activities	<u>24,389</u>	<u>23,758</u>
Cash flows from noncapital financing activities		
Receipts from primary government	10,108	9,769
Intragovernmental grant revenue	354	17,716
Net cash provided by noncapital financing activities	<u>10,462</u>	<u>27,485</u>
Cash flows from capital and related financing activities		
Proceeds from capital debt	-	88,870
Principal paid on debt refunding	-	(88,870)
Payment on bridge loan from primary government	-	(25,000)
Line of credit advances	-	10,000
Line of credit payments	(7,829)	(14,730)
Contributions from tenants for construction	22,441	22,093
Contributions-in-aid of construction (grants)	21,523	38,645
Acquisition and construction of capital assets	(46,319)	(34,786)
Harbor deepening refund (USACE)	35,000	-
Reimbursement to grantor	(10,870)	-
Principal paid on capital debt	(8,036)	(7,672)
Interest paid on capital debt	(5,927)	(7,584)
Proceeds from sale of assets	98	52
Costs associated with contract termination	-	(4,064)
Crane demolition	(801)	-
Other	(114)	(44)
Net cash used in capital and related financing activities	<u>(834)</u>	<u>(23,090)</u>
Cash flows from investing activities		
Interest on investments	3,469	184
Net cash provided by investing activities	<u>3,469</u>	<u>184</u>
Net increase in cash and cash equivalents	37,486	28,337
Cash and cash equivalents		
Beginning of year	69,752	41,415
End of year	<u>\$ 107,238</u>	<u>\$ 69,752</u>

(continued)

Jacksonville Port Authority
A Component Unit of the City of Jacksonville, Florida

Statements of Cash Flows
For the Years Ended September 30, 2023 and 2022
(In thousands of dollars)

	2023	2022
Reconciliation of operating loss to net cash provided by operating activities		
Operating loss	\$ (10,925)	\$ (7,558)
Adjustment to reconcile operating loss to net cash provided by operating activities:		
Depreciation expense	32,802	30,989
Decrease in accounts receivable and other current assets	(674)	(47)
Increase (decrease) in deferred outflow of resources	648	(1,177)
Increase (decrease) in liabilities:		
Accounts payable and accrued expenses	1,133	(324)
Unearned revenue	(700)	532
Pension	2,006	9,855
Increase (decrease) in deferred inflows of resources	99	(8,512)
Total adjustments	35,314	31,316
Net cash provided by operating activities	\$ 24,389	\$ 23,758
Noncash investing, capital and financing activities		
Grants receivable	\$ 9,104	\$ 13,914
Construction costs paid on account	12,248	6,759
Payable to primary government	6,122	-

See Notes to the Financial Statements.

Jacksonville Port Authority
A Component Unit of the City of Jacksonville, Florida

Notes to Financial Statements

Note A – Reporting Entity and Summary of Significant Accounting Policies

1. Reporting entity

The Jacksonville Port Authority (the Authority) was created in 1963 by Chapter 63-1447 of the Laws of Florida, to own and operate marine facilities in Duval County, Florida. The Authority is governed by a seven-member board. Three board members are appointed by the Governor of Florida and four are appointed by the Mayor and confirmed by the City Council of the City of Jacksonville, Florida. The City Council reviews and approves the Authority's annual budget.

The Authority is a component unit of the City of Jacksonville, Florida (the City), as defined by Governmental Accounting Standards Board (GASB) Section 2100 of Codification, *The Financial Reporting Entity*. The Authority's financial statements include all funds and departments controlled by the Authority or which are dependent on the Authority. No other agencies or organizations have been included in the Authority's financial statements.

2. Basic financial statements

The Authority is considered a special purpose government engaged in a single business-type activity. Business-type activities are those activities primarily supported by user fees and charges. The Authority maintains a proprietary fund, which reports transactions related to activities similar to those found in the private sector. As such, the Authority presents only the statements required of enterprise funds, which include the statements of net position, statements of revenue, expenses and changes in net position and statements of cash flows.

3. Fund structure

The operations of the Authority are recorded in a single proprietary fund. Proprietary funds distinguish operating revenues and expenses from non-operating revenue and expenses. Operating revenue and expenses generally result from providing services and producing and delivering goods in connection with the fund's principal ongoing operation. The principal operating revenues for the Authority's proprietary fund are cargo, cruise, military, and other charges for services to customers. Operating expenses include direct expenses of providing the goods or services, administrative expenses and depreciation on capital assets. All revenue and expenses not meeting this definition are reported as non-operating revenue and expenses.

4. Basis of accounting

The accounting and financial reporting treatment applied to a fund is determined by its measurement focus. The Authority's financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Under this method, revenue is recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of the related cash flows. Grants and similar items are recognized as revenue or capital contributions when all eligibility requirements imposed by the provider are met.

Operating revenues of the Authority include revenues from facility leases, which are recognized over the term of the lease agreements. All other revenues, such as fees from wharfage, throughput and dockage, are recognized as services are provided.

The Authority's policy is to use restricted resources first, then unrestricted resources, when both are available for use to fund activity.

Jacksonville Port Authority
A Component Unit of the City of Jacksonville, Florida

Notes to Financial Statements

Note A – Reporting Entity and Summary of Significant Accounting Policies (Continued)

5. Recently adopted accounting pronouncements

In March 2020, the GASB issued Statement No. 94, *Public-Private and Public-Public Partnerships (PPPs) and Availability Payment Arrangements (APAs)* (GASB 94). The objective of this statement is to improve financial reporting by addressing issues related to PPPs and APAs. This statement was adopted by the Authority as of October 1, 2022, and did not have a material effect within these financial statements.

In May 2022, the GASB issued Statement No. 96, *Subscription Based Information Technology Arrangements (SBITAs)* (GASB 96). The objective of this statement is to provide guidance on the accounting and financial reporting for SBITAs for government end users. This statement was adopted by the Authority as of October 1, 2022, and did not have a material effect within these financial statements.

6. Recently issued accounting pronouncements

In June 2022, the GASB issued Statement No. 100, *Accounting Changes and Error Corrections - an Amendment of GASB Statement No. 62*. The objective of this statement is to enhance accounting and financial reporting requirements for accounting changes and error corrections to provide more understandable, reliable, relevant, consistent, and comparable information for making decisions or accessing accountability. This statement is effective for fiscal years beginning after June 15, 2023, and all reporting periods thereafter. Earlier application is permitted. The Authority is currently evaluating the impacts of this statement on its financial statements.

In June 2022, the GASB issued Statement No. 101, *Compensated Absences*. The objective of this statement is to better meet the information needs of financial statement users by updating the recognition and measurement guidance for compensated absences in order to create consistency amongst various governmental entities. The objective is achieved by aligning the recognition and measurement guidance under a unified model and by amending certain previously required disclosures. The requirements of this standard are effective for fiscal years beginning after December 15, 2023, and all reporting periods thereafter. Earlier application is permitted. The Authority is currently evaluating the impacts of this statement on its financial statements.

In December 2023, the GASB issued Statement No. 102, *Certain Risk Disclosures*. The objective of this statement is to better meet the information needs of financial statement users by providing enhanced disclosure about risks related to a government's vulnerabilities due to certain concentrations or constraints. The requirements of this standard are effective for fiscal years beginning after June 15, 2024. Earlier application is permitted. The Authority is currently evaluating the impacts of this statement on its financial statements.

7. Budgeting procedures

The Authority's charter and related amendments, City Council resolutions and/or Board policies have established the following budgetary procedures for certain accounts maintained within its enterprise fund. These include:

Prior to July 1 of each year, the Authority shall prepare and submit its budget to the City Council for the ensuing fiscal year. The City Council may increase or decrease the appropriation requested by the Authority on a total basis or a line-by-line basis; however, the appropriation from the City Council for construction, reconstruction, enlargement, expansion, improvement or development of any marine project or projects authorized to be undertaken by the Authority, shall not be reduced below \$800,000. Once adopted, additional appropriations may only be through action of the City Council.

Jacksonville Port Authority
A Component Unit of the City of Jacksonville, Florida

Notes to Financial Statements

Note A – Reporting Entity and Summary of Significant Accounting Policies (Continued)

7. Budgeting procedures (continued)

The Authority is authorized to transfer within Operating/Non-Operating Schedules and the Capital Schedule as needed. Transfers between schedules are allowable up to \$50,000. Once the \$50,000 limit is reached, City Council approval must be obtained. Operating budget item transfers require Chief Executive Officer or Chief Financial Officer approval. Line-to-line capital budget transfers of \$50,000 or less require the same approval levels. Line-to-line capital budget transfers of more than \$50,000 require the same approval levels, with additional notification to the Board if deemed necessary by either of the above-mentioned parties. Any Capital Budget transfer creating a new capital project greater than \$1,000,000 requires Board approval. All appropriations lapse at the end of each fiscal year and must be re-appropriated.

8. Cash and cash equivalents

Cash and cash equivalents consist of demand deposits, money market funds and the Florida State Board of Administration investment pool. Cash equivalents include investments held with an original maturity of three months or less.

9. Restricted assets

Certain proceeds of revenue bonds and notes, as well as certain resources set aside for their repayment, are classified as restricted assets on the statement of net position, as their use is limited by applicable debt agreements. Restricted cash also includes renewals and replacement funds restricted for capital improvements and other funds as specifically designated by contributors or by grant agreement.

10. Fair value determination

Certain cash equivalents of the Authority are reported at fair value using quoted market price or other fair value techniques as required by GASB Statement No. 72, *Fair Value Measurements* (GASB 72). Fair value is defined by GASB 72, as the price that would be received to sell an asset or to transfer a liability in an orderly transaction between market participants at the measurement date. Categories within the fair value hierarchy include: Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs and Level 3 are unobservable inputs.

11. Accounts receivable

Management considers all accounts to be fully collectible; however, the Authority has established an allowance for doubtful accounts based upon collections experience. The allowance for doubtful accounts for the years ended September 30, 2023 and 2022 was \$92,000 each.

12. Leases and subscriptions

The Authority, as a landlord port, has various leases which convey usage of property, facilities, equipment, terminal privileges, and space to its tenants. As lessor, the Authority administers the leases as a Marine Terminal Operator (MTO), as defined by the Federal Maritime Commission (FMC). Additionally, lessees (tenants) are also defined as MTOs. The Authority takes the position that all its lease agreements and tariff are regulated and *subject to external laws, regulations, or legal rulings* and meet the definition of GASB Statement No. 87, *Leases* (GASB 87) *certain regulated leases*. The Authority has no material ancillary operational activities outside the scope of those defined as a “terminal facility” by FMC regulations.

Jacksonville Port Authority
A Component Unit of the City of Jacksonville, Florida

Notes to Financial Statements

Note A – Reporting Entity and Summary of Significant Accounting Policies (Continued)

12. Leases and subscriptions (continued)

The Authority owns all its facilities and has no property or equipment leases defined as long term. Accordingly, the Authority reports no lease obligations within its statements of net position. The Authority utilizes arrangements SBITAs for various functions. Under GASB 96, a right-to-use subscription asset and a corresponding liability are recognized at the commencement of the subscription term. The right-to-use assets are initially measured at an amount equal to the related subscription liability.

Any payments made at or before commencement of the services and certain direct costs. SBITA assets are amortized on a straight-line basis over the subscription term. SBITA liabilities are initially measured at the present value of subscription payments expected to be made during the subscription term, discounted to present value. The discount rate used is commensurate to the Authority's incremental borrowing rate at the date the SBITA is placed into service. The Authority evaluates each SBITA arrangement annually to determine if it meets the definition of a SBITA under GASB 96 and applies the appropriate accounting treatment as outlined in this policy. There are exemptions for short term subscriptions of less than 12 months, in addition, the Authority has established a \$30,000 minimum annual expense threshold to qualify for recognition under GASB 96. All of the Authority's current SBITAs are either short-term in nature or under the \$30,000 threshold, as a result, the Authority reports no subscription obligations.

13. Inventories and prepaid items

Inventories are stated at the lower of cost or market using the average cost method. Payments made to vendors for services that will benefit periods beyond the current fiscal year are recorded as prepaid items.

14. Grants receivable

Grants received from federal and state government agencies that are restricted for the acquisition of construction of capital assets are recorded as capital contributions when all applicable eligibility requirements are met. Grants receivables are classified as current unless deferred receipts arrangements are prescribed by grantor agreement.

15. Capital assets

Capital assets are carried at cost less accumulated depreciation. Capital assets are defined by the Authority as assets with an individual cost of \$5,000 or greater, and an estimated useful life of more than one year.

Capital assets are depreciated on a straight-line basis over the estimated useful lives of the assets. The estimated useful lives of capital assets are as follows:

<u>Asset Class</u>	Estimated Service Life (Years)
Buildings	20-30
Improvements	10-50
Equipment	3-30

When capital assets are disposed of, the related cost and accumulated depreciation are recorded as gains or losses on disposition.

Jacksonville Port Authority
A Component Unit of the City of Jacksonville, Florida

Notes to Financial Statements

Note A – Reporting Entity and Summary of Significant Accounting Policies (Continued)

15. Capital assets (continued)

Costs incurred for harbor deepening are accounted for as non-depreciable land improvements. Costs incurred for the development of dredge spoil sites are recorded as land improvements and amortized over 20 years. Berth maintenance dredging is expensed as incurred.

16. Deferred outflows/inflows of resources

In addition to assets, the statements of net position include a separate section for deferred outflows of resources. This separate financial statement section, deferred outflows of resources, represents a consumption of net position that applies to future periods and so will not be recognized as an outflow of resources (expenses) until that time. The Authority currently reports the net deferred loss on refunding of debt and deferred outflows related to pensions in this category.

In addition to liabilities, the statements of net position include a separate section for deferred inflows of resources. This separate financial statement section, deferred inflows of resources, represents an acquisition of net assets that applies to a future period and so will not be recognized as an inflow of resources (revenue) until that time. The Authority currently reports deferred inflows related to pensions in this category.

17. Unearned revenue

Resources received that do not meet revenue recognition requirements are recorded as unearned revenue in the financial statements. Unearned revenue consists of unearned lease revenue exclusively (see Note E).

18. Compensated absences (accrued leave plan)

Compensated absences consist of paid time off, which employees accrue each pay period. Individual leave accrual rates vary based upon position and years of service criteria. A liability is accrued as the benefits are earned by the employee for services already rendered and to the extent it is probable the employer will compensate the employees for the benefits. Maximum leave accrual balances cap at 480 hours for union employees, and 350 hours for non-union employees.

19. Conduit debt

On February 28, 2022, a Surrender and Termination of Lease agreement was executed by the Authority and its tenant Trapac Jacksonville, LLC. On that date, per the agreement, Mitsui O.S.K. (MOL) redeemed the outstanding balance of Special Facilities Bonds (Mitsui O.S.K. Lines, Ltd. Project), Series 2007 Bonds. The Authority has no conduit debt issued or outstanding as of September 30, 2023.

20. Debt, notes payable, and long-term other obligations

In the financial statements, long-term obligations are reported as liabilities in the statements of net position. Bond premiums and discounts are deferred and amortized over the life of the related obligation using the straight-line method, which is not materially different than the effective interest method. Bonds payable are reported net of the applicable premium or discount. Costs of issuance are expensed as incurred except for prepaid bond insurance which is capitalized and amortized over the life of the bonds.

Jacksonville Port Authority
A Component Unit of the City of Jacksonville, Florida

Notes to Financial Statements

Note A – Reporting Entity and Summary of Significant Accounting Policies (Continued)

21. Pensions

In the statements of net position, liabilities are recognized for the Authority's proportionate share of each pension plan's net pension liability. For purposes of measuring the net pension liability, deferred outflows/inflows of resources and pension expense, information about the fiduciary net position of the Florida Retirement System (FRS) defined benefit plan and the Health Insurance Subsidy (HIS) and additions to/deductions from FRS's and HIS's fiduciary net position have been determined on the same basis as they are reported by the FRS and HIS plans. For this purpose, plan contributions are recognized as of employer payroll paid dates.

22. Other post-employment benefits (OPEB)

The Authority obtains actuarial valuation reports for its post-employment benefit plan (other than pensions) and records the total OPEB liability and related deferred inflows/outflows as required under GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*.

23. Net position

In the financial statements, net position is classified in the following categories:

Net Investment in Capital Assets – This category groups all capital assets into one component of net position. Accumulated depreciation and the outstanding balances of debt, deferred balances from debt refunding and prepaid lease revenues (unearned revenues) that are attributable to the acquisition, construction or improvement of these assets will reduce this category.

Restricted Net Position – This category represents the net position of the Authority which is restricted by constraints placed on the use by external groups such as creditors, grantors, contributors or laws and regulations.

Unrestricted Net Position – This category represents the net position of the Authority, which is not restricted for any project or other purpose.

When both restricted and unrestricted resources are available for use, it is the Authority's policy to use restricted resources first, then unrestricted resources as they are needed.

24. Shared revenue from primary government

Shared revenue from primary government represents the Authority's share of the Communications Service Tax received by the City, millage payments from the Jacksonville Electric Authority (JEA) pursuant to City Ordinance Code and the Interlocal Agreement, as well as a fixed contribution from the City. These revenues had been pledged to pay debt service on bond obligations issued by the City and designated for port expansion projects. All previous debt obligations issued by the City, on behalf of the Authority, were paid off at year-end 2020. Shared revenue from primary government was \$10,108,000 and \$9,769,000 in 2023 and 2022, respectively.

Jacksonville Port Authority
A Component Unit of the City of Jacksonville, Florida

Notes to Financial Statements

Note A – Reporting Entity and Summary of Significant Accounting Policies (Continued)

25. Intergovernmental grant revenue

Intergovernmental grant revenues are accounted for as non-operating revenues in the period they are recognized, as defined by the grant agreement. Most common are reimbursements for specific federal security grants for security or public safety operational expenditures. Also included are Federal Emergency Management Agency (FEMA) grants received for disaster relief, examples would include federal assistance for costs incurred for hurricane preparation and recovery. In fiscal year 2022, the Authority received Coronavirus State Fiscal Recovery Funds under the American Rescue Plan Act (ARPA) in the amount of \$17,716,224. No ARPA funds were recognized in fiscal year 2023.

26. Contributions from tenants for construction

Tenant contributions are accounted for as contributions within non-operating income (in a non-exchange transaction). Whereby the tenant contributes funding for a construction project they would have otherwise undertaken, but the project is administered by the Authority when federal or state grants are involved.

27. Use of estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets, deferred outflows, liabilities and deferred inflows and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Note B – Deposits and Cash Equivalents

Cash and Deposits

At September 30, 2023 and 2022, the carrying amount of the Authority's cash deposit accounts were \$81,049,000 and \$20,553,000, respectively. These cash deposits are held by banks that qualify as a public depository under the Florida Security for Community Deposits Act as required by Chapter 280, Florida Statutes. The Authority's cash deposits are fully insured by the Public Deposits Trust Fund.

Additionally, the Authority maintains deposits held in trust account money market funds for purposes of required bond reserve balances, debt service funding, and a renewal and replacement fund, collectively totaling \$26,160,000 at September 30, 2023 and \$20,542,000 at September 30, 2022.

Other cash balances maintained totaled \$28,000 and \$26,800 at September 30, 2023 and 2022 respectively, and include Florida Prime balances and petty cash.

Investment Policy

The Authority formally adopted a comprehensive investment policy pursuant to Section 218.415, Florida Statutes that established permitted investments, asset allocation limits and issuer limits, credit ratings requirements and maturity limits to protect the Authority's cash and investment assets.

Jacksonville Port Authority
A Component Unit of the City of Jacksonville, Florida

Notes to Financial Statements

Note B – Deposits and Cash Equivalents (Continued)

The Authority's investment policy allows for the following investments: The State Board of Administration's Local Government Surplus Funds Trust Fund, United States Government Securities, United States Government Agencies, Federal Instrumentalities, Interest Bearing Time Deposit or Saving Accounts, Repurchase Agreements, Commercial Paper, Corporate Bonds, Bankers' Acceptances, State and/or Local Government Taxable and/or Tax-Exempt Debt, Registered Investment Companies (Money Market Mutual Funds) and Intergovernmental Investment Pools.

In instances where unspent bond proceeds, scheduled bond payments held by a third-party trustee, or other bond reserves as prescribed by bond covenants are held, the Authority will look first to the Authority's Bond Resolution for guidance on qualified investments and then to the Authority's investment policy.

Interest Rate Risk

Interest rate risk is the risk of changes in market interest rates adversely affecting the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. The Authority's investment policy limits interest rate risk by attempting to match investment maturities with known cash needs and anticipated cash flow requirements. The policy of the Authority is to maintain an amount equal to three months, or one quarter, of the budgeted operating expenses of the current fiscal year in securities with maturities of less than 90 days. The weighted average duration of the portfolio will not exceed three years at the time of each reporting period. As of September 30, the Authority had the following investments and effective duration presented in terms of years:

<u>2023</u> (in thousands of dollars)	Fair Value	Maturities (in Years)	
		Less Than 1	1-5
Cash Equivalents Type			
Cash Equivalents Subject to Interest Rate Risk			
Money market funds	\$ 26,160	\$ 26,160	\$ -
Total Cash Equivalents	\$ 26,160	\$ 26,160	\$ -

<u>2022</u> (in thousands of dollars)	Fair Value	Maturities (in Years)	
		Less Than 1	1-5
Cash Equivalents Type			
Cash Equivalents Subject to Interest Rate Risk			
Money market funds	\$ 20,542	\$ 20,542	\$ -
Total Cash Equivalents	\$ 20,542	\$ 20,542	\$ -

Total cash equivalents shown above are classified as restricted cash and cash equivalents, reflecting money market funds held for debt service obligations (and related proceeds), on the statements of net position.

Credit Risk

Credit risk is the risk that a security or a portfolio will lose some or all of its value due to a real or perceived change in the ability of the issuer to repay its debt. This risk is generally measured by the assignment of a rating by a nationally recognized statistical rating organization. The Authority's investment policy permits the following investments, which are limited to credit quality ratings from nationally recognized rating agencies as described below:

Jacksonville Port Authority
A Component Unit of the City of Jacksonville, Florida

Notes to Financial Statements

Note B – Deposits and Cash Equivalents (Continued)

Commercial paper of any United States company or foreign company domiciled in the United States that is rated, at the time of purchase, 'Prime-1' by Moody's and 'A-1' by Standard & Poor's (prime commercial paper), or equivalent as provided by two nationally recognized rating agencies. If the commercial paper is backed by a letter of credit (LOC), the long-term debt of the LOC provider must be rated 'A' or better by at least two nationally recognized rating agencies.

Corporate bonds issued by corporations organized and operating within the United States or by depository institutions licensed by the United States that have a long-term debt rating, at the time of purchase, at a minimum 'A' by Moody's and a minimum long-term debt rating of 'A' by Standard & Poor's, or equivalent as provided by two nationally recognized rating agencies.

State and/or local government taxable and/or tax-exempt debt, general obligation and/or revenue bonds, rated at least 'Aa' by Moody's and 'AA' by Standard & Poor's for long term debt, or rated at least 'VMIG-2' by Moody's and 'A-2' by Standard & Poor's for short-term debt (one year or less), or equivalent as provided by two nationally recognized rating agencies.

Money market funds shall be rated 'AAAm' or better by Standard & Poor's or the equivalent by another rating agency.

As of September 30, the Authority had the following credit exposure as a percentage of total investments:

2023

Security type:

Money market funds
Total

<u>Credit Rating</u>	<u>% of Portfolio</u>	<u>Fair Value</u>
AAAm	100.00%	\$ 26,160
	100.00%	\$ 26,160

2022

Security type:

Money market funds
Total

<u>Credit Rating</u>	<u>% of Portfolio</u>	<u>Fair Value</u>
AAAm	100.00%	\$ 20,542
	100.00%	\$ 20,542

Custodial Credit Risk

This is the risk that in the event of the failure of the counterparty, the Authority will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. The Authority's investment policy, pursuant to Section 218.415(18), Florida Statutes, requires securities, with the exception of certificates of deposits, shall be held with a third-party custodian and all securities purchased by and all collateral obtained by the Authority should be properly designated as an asset of the Authority. The securities must be held in an account separate and apart from the assets of the financial institution. A third-party custodian is defined as any bank depository chartered by the Federal Government, the State of Florida, or any other state or territory of the United States which has a branch or principal place of business in the State of Florida, or by a national association organized and existing under the laws of the United States which is authorized to accept and execute trusts and which is doing business in the State of Florida.

Concentration of Credit Risk

The Authority's investment policy has established asset allocation and issuer limits on the following investments, which are designed to reduce concentration of credit risk of the Authority's investment portfolio.

Jacksonville Port Authority
A Component Unit of the City of Jacksonville, Florida

Notes to Financial Statements

Note B – Deposits and Cash Equivalents (Continued)

A maximum of 100% may be invested in non-negotiable interest-bearing time certificates of deposit, time deposit accounts, demand deposit accounts, or savings accounts in banks organized under State of Florida law. To include national banks organized under the laws of the United States and doing business in the State of Florida, provided that any such deposits are secured by the Florida Security for Public Deposits Act, Chapter 280, Florida Statutes, or such deposits are with a national bank whose short-term ratings are at least A-1 by Standard & Poor's, or P-1 by Moody's rating agency.

Fair Value Measurements

The Authority categorizes its fair value measurements within the fair value hierarchy established by U.S. GAAP. The hierarchy is based upon the valuation inputs used to measure the fair value of the asset. The following table summarizes major categories of the Authority's assets measured at fair value on a recurring basis as of September 30:

2023

(in thousands of dollars)

	September 30, 2023			
	Fair Value	Level 1	Level 2	Level 3
Cash and cash equivalents				
Money Market Funds	\$ 997	\$ 997	\$ -	\$ -
Total cash and cash equivalents	\$ 997	\$ 997	\$ -	\$ -

2022

(in thousands of dollars)

	September 30, 2022			
	Fair Value	Level 1	Level 2	Level 3
Cash and cash equivalents				
Money Market Funds	\$ 20,542	\$ 20,542	\$ -	\$ -
Total cash and cash equivalents	\$ 20,542	\$ 20,542	\$ -	\$ -

Jacksonville Port Authority
A Component Unit of the City of Jacksonville, Florida

Notes to Financial Statements

Note C – Capital Assets

Capital asset activity for the fiscal year ended September 30, 2023, was as follows:

<u>2023</u> (in thousands of dollars)	Beginning Balance	Increases	Decreases	Ending Balance
Capital assets not being depreciated				
Land and improvements	\$ 145,447	\$ -	\$ -	\$ 145,447
Harbor deepening and related costs	279,996	-	(43,536)	236,460
Construction in progress	42,095	51,434	(27,597)	65,932
Total capital assets not being depreciated	<u>467,538</u>	<u>51,434</u>	<u>(71,133)</u>	<u>447,839</u>
Depreciable capital assets				
Buildings	96,525	-	(10,850)	85,675
Improvements	651,134	26,471	(71)	677,534
Equipment	140,600	1,501	(572)	141,529
Total depreciable capital assets at historical cost	<u>888,259</u>	<u>27,972</u>	<u>(11,493)</u>	<u>904,738</u>
Less accumulated depreciation for:				
Buildings	38,517	3,125	(9,717)	61,925
Improvements	351,152	24,264	(53)	375,363
Equipment	79,799	5,413	(572)	84,640
Total accumulated depreciation	<u>499,468</u>	<u>32,802</u>	<u>(10,342)</u>	<u>521,928</u>
Depreciable capital assets, net	<u>388,791</u>	<u>(4,830)</u>	<u>(1,151)</u>	<u>382,810</u>
Capital assets, net	<u>\$ 856,329</u>	<u>\$ 46,604</u>	<u>\$ (72,284)</u>	<u>\$ 830,649</u>

Land Improvements – Harbor Deepening and Dredge Spoil Sites

The Authority has entered into cooperative agreements with the USACE to share in costs to deepen the channel of open access waterways to agreed-upon depths. To date, the Authority's share (as Non-Federal Sponsor) of these costs amounts to approximately \$236 million. These costs, referred to as harbor deepening costs, are classified as non-depreciable land improvements on the Authority's financial statements. Pursuant to the agreement, the USACE provides for the continued maintenance of the channel at the deepened depth in perpetuity. Similarly, dredge spoil sites are also managed in conjunction with the USACE and costs associated with the improvement and expansions of these sites are accounted for as improvements made to land and amortized over a 20-year life. To date, the Authority's share of these costs total, net of depreciation is approximately \$37 million. Costs incurred and paid by the USACE (Federal Sponsor / Government) for both harbor deepening and dredge spoil sites, are not capitalized or recorded on the books of the Authority.

The most recent 47 ft. harbor deepening project was operational in fiscal year 2022. Closeout of the project occurred in 2023 and resulted in a \$35 million refund from the USACE from costs savings on the advance funded project, a final accounting and reconciliation is expected in 2024. Of the amounts refunded to the Authority, FDOT was subsequently reimbursed \$10.8 million for their share, and the City reimbursement share was \$6.1 million (recorded as payable at year-end 2023). The Authority also recorded a reduction of \$8.5 million within other obligations and capital assets with the close out of the 40 ft. harbor deepening project accounting.

Jacksonville Port Authority
A Component Unit of the City of Jacksonville, Florida

Notes to Financial Statements

Note C – Capital Assets (Continued)

Capital asset activity for the fiscal year ended September 30, 2022, was as follows:

<u>2022</u> (in thousands of dollars)	Beginning Balance	Increases	Decreases	Ending Balance
Capital assets not being depreciated				
Land and improvements	\$ 145,447	\$ -	\$ -	\$ 145,447
Harbor deepening and related costs	279,996	-	-	279,996
Construction in progress	61,438	37,393	(56,736)	42,095
Total capital assets not being depreciated	<u>486,881</u>	<u>37,393</u>	<u>(56,736)</u>	<u>467,538</u>
Depreciable capital assets				
Buildings	96,484	41	-	96,525
Improvements	595,433	55,766	(65)	651,134
Equipment	146,837	1,574	(7,611)	140,600
Total depreciable capital assets at historical cost	<u>838,754</u>	<u>57,181</u>	<u>(7,676)</u>	<u>888,259</u>
Less accumulated depreciation for:				
Buildings	65,353	3,159	-	68,517
Improvements	328,934	22,275	(57)	351,152
Equipment	81,517	5,555	(7,273)	79,799
Total accumulated depreciation	<u>475,804</u>	<u>30,989</u>	<u>(7,330)</u>	<u>499,468</u>
Depreciable capital assets, net	<u>362,945</u>	<u>26,192</u>	<u>(346)</u>	<u>388,791</u>
Capital assets, net	<u>\$ 849,826</u>	<u>\$ 63,585</u>	<u>\$ (57,082)</u>	<u>\$ 856,329</u>

Note D – Leasing Operations

In accordance with GASB 37 paragraph 43, lessors who are regulated by external laws, regulators, or legal rulings, should only recognize current inflows of resources and provide the required disclosures outlined in paragraph 60.

The Authority leases property to terminal operators for the purpose of cargo movement generated from international trade and foreign commerce. All assets including cranes and other equipment include language in contracts such as – a minimum complement of cranes (not specified), tenant acreage is exclusive to the extent that the port properties are segregated for operational and security purposes.

Capital assets held for lease have a cost of approximately \$907,583,000 and accumulated depreciation of \$428,381,000 as of September 30, 2023 compared to \$892,184,000 and \$410,838,000 as of September 30, 2022.

Jacksonville Port Authority
A Component Unit of the City of Jacksonville, Florida

Notes to Financial Statements

Note D – Leasing Operations (Continued)

Inflows of resources received from leases were \$51,046,000 and \$52,689,736 for the years ended September 30, 2023 and 2022, respectively. \$33,748,000 in 2023 and \$28,010,148 in 2022 were related to contractual annual guarantees and required rents. Inflows of resources from variable payments not included in expected future minimum payments were \$17,298,000 and \$24,679,588 for the fiscal years ended 2023 and 2022.

The Authority has no lease agreements with terms and conditions that allow the lessee to solely terminate the lease or abate payments. The Authority looks to its pledged revenues to support its debt obligations, but no lease agreement calls for lease payments as security for debt obligations. Minimum future rental receipts and contractual minimum annual guarantees for each of the next five years and thereafter, excluding contingent or volume variable amounts on non-cancelable operating facility leases on September 30, 2023, are as follows:

<i>Year (in thousands of dollars)</i>	<i>Total</i>
2023	\$ 27,785
2024	28,637
2025	29,529
2026	28,997
2027	27,139
2028-2032	126,399
2033-2037	119,662
2038-2042	115,206
2043-2047	104,999
2048-2052	100,187
2053-2057	44,245
	<u>\$ 752,785</u>

Note E – Unearned Revenue

In fiscal year 2019, the Authority executed a 25-year lease agreement with SSA Atlantic, LLC (SSA). The lease includes an initial 77 acres with plans to expand to 100+ acres. As part of the agreement, SSA advanced \$18 million of rent payments, which are being recognized as lease revenue on a straight-line basis over the lease term, in accordance with lease accounting guidance. Unearned revenue at September 30, 2023 and 2022 was \$14,592,000 and \$15,292,000, respectively.

In fiscal year 2022, the Authority and former tenant Trapac, executed a surrender and termination agreement which terminated an existing long-term lease, well in advance of the scheduled 2038 lease term. As a result, the Authority recognized a gain on termination of contract of approximately \$109 million in 2022. As a result of this transaction, the Authority no longer reports any associated unearned revenue balances at September 30, 2023 and 2022 for this lease.

Note F – Pension Plan

Retirement Benefits

The Authority provides retirement benefits to its employees through the Florida Retirement System (FRS), the Florida Retirement System Health Insurance Subsidy (HIS) and an FRS Deferred Retirement Option

Jacksonville Port Authority
A Component Unit of the City of Jacksonville, Florida

Notes to Financial Statements

Note F – Pension Plan (Continued)

Program (DROP). Additionally, the Authority provides an implicit rate subsidy for retiree insurance (an age adjusted premium benefit), which is addressed in Note H – Other Post-Employment Benefits.

As a participating employer, the Authority follows accounting guidance under GASB Statement No. 68, *Accounting and Financial Reporting for Pensions* (GASB 68), which requires employers participating in cost-sharing multiple employer defined benefit pension plans to report the employers' proportionate share of the net pension liabilities and related pension amounts of the defined benefit pension plans. The GASB 68 component of pension expense captures and records the Authority's proportionate share of net pension liability of both the FRS Pension Plan and Health Insurance Program, along with the Authority's related allocation of deferred outflows and deferred inflows and pension expense impacts. The GASB 68 pension expense accrual has no current year impact on pension funding. The employer share of FRS and HIS pension funding contributions are recorded as expense when contributed. The two elements (accrual and contributions) are combined to show total pension expense of the Authority.

General Information about the FRS

The FRS was created in Chapter 121, Florida Statutes, to provide a defined benefit pension plan for participating public employees. The FRS was amended in 1998 to add the Deferred Retirement Option Program under the defined benefit plan and amended in 2000 to provide a defined contribution plan alternative to the defined benefit plan for FRS members effective July 1, 2002. This integrated defined contribution pension plan is the FRS Investment Plan. Chapter 112, Florida Statutes, established the Retiree Health Insurance Subsidy (HIS) Program, a cost-sharing multiple employer defined benefit pension plan, to assist retired members of any State-administered retirement system in paying the costs of health insurance.

Essentially all regular employees of the Authority are eligible to enroll as members of the State-administered FRS. Provisions relating to the FRS are established by Chapters 121 and 122, Florida Statutes; Chapter 112, Part IV, Florida Statutes; Chapter 238, Florida Statutes; and FRS Rules, Chapter 60S, Florida Administrative Code; wherein eligibility, contributions and benefits are defined and described in detail. Such provisions may be amended at any time by further action from the Florida Legislature. The FRS is a single retirement system administered by the Florida Department of Management Services, Division of Retirement and consists of the two cost-sharing, multiple employer defined benefit plans and other nonintegrated programs. A comprehensive annual financial report of the FRS, which includes its financial statements, required supplementary information, actuarial report and other relevant information, is available from the Florida Department of Management Services Web site (www.dms.myflorida.com).

The Authority's pension expense for FRS and HIS totaled \$5,004,372 and \$2,117,371 for the fiscal years ended September 30, 2023 and 2022, respectively. Included in pension expense is the amortization of deferred inflows and outflows as well as the changes in the net pension liability.

Florida Retirement System (FRS) Pension Plan

Plan Description: The FRS Pension Plan (the Plan) is a cost-sharing multiple employer defined benefit pension plan, with a DROP for eligible employees. The general classes of membership are as follows:

- *Regular Class* – Members of the FRS who do not qualify for membership in the other classes.
- *Senior Management Service Class (SMSC)* – Members in senior management level positions.

Jacksonville Port Authority
A Component Unit of the City of Jacksonville, Florida

Notes to Financial Statements

Note F – Pension Plan (Continued)

Employees enrolled in the Plan prior to July 1, 2011, vest at six years of creditable service and employees enrolled in the Plan on or after July 1, 2011, vest at eight years of creditable service. All vested members, enrolled prior to July 1, 2011, are eligible for normal retirement benefits at age 62 or at any age after 30 years of service. All members enrolled in the Plan on or after July 1, 2011, once vested, are eligible for normal retirement benefits at age 65 or any time after 33 years of creditable service. Members of the Plan may include up to four years of credit for military service toward creditable service.

The Plan also includes an early retirement provision; however, there is a benefit reduction for each year a member retires before his or her normal retirement date. The Plan provides retirement, disability, death benefits and annual cost-of-living adjustments to eligible participants.

DROP, subject to provisions of Section 121.091, Florida Statutes, permits employees eligible for normal retirement under the Plan to defer receipt of monthly benefit payments while continuing employment with an FRS employer. An employee may participate in DROP for a period not to exceed 60 months after electing to participate, except that certain instructional personnel may participate for up to 96 months. During the period of DROP participation, deferred monthly benefits are held in the FRS Trust Fund and accrue interest. The net pension liability does not include amounts for DROP participants, as these members are considered retired and are not accruing additional pension benefits.

Benefits Provided: Benefits under the Plan are computed on the basis of age and/or years of service, average final compensation and service credit. Credit for each year of service is expressed as a percentage of the average final compensation. For members initially enrolled before July 1, 2011, the average final compensation is the average of the five highest fiscal years' earnings; for members initially enrolled on or after July 1, 2011, the average final compensation is the average of the eight highest fiscal years' earnings. The total percentage value of the benefit received is determined by calculating the total value of all service, which is based on the retirement class to which the member belonged when the service credit was earned. Members are eligible for in-line-of-duty or regular disability and survivors' benefits. The following chart shows the percentage value for each year of service credit earned:

	<u>% Value</u>
<i>Regular Class members initially enrolled before July 1, 2011</i>	
Retirement up to age 62 or up to 30 years of service	1.60
Retirement at age 63 or with 31 years of service	1.63
Retirement at age 64 or with 32 years of service	1.65
Retirement at age 65 or with 33 or more years of service	1.68
<i>Regular Class members initially enrolled on or after July 1, 2011</i>	
Retirement up to age 65 or up to 33 years of service	1.60
Retirement at age 66 or with 34 years of service	1.63
Retirement at age 67 or with 35 years of service	1.65
Retirement at age 68 or with 36 or more years of service	1.68
<i>Senior Management Service Class</i>	2.00

As provided in Section 121.101, Florida Statutes, if the member is initially enrolled in the FRS before July 1, 2011, and all service credit was accrued before July 1, 2011, the annual cost-of-living adjustment is 3% per year. If the member is initially enrolled before July 1, 2011, and has service credit on or after July 1, 2011, there is an individually calculated cost-of-living adjustment. The annual cost-of-living adjustment is a proportion of 3% determined by dividing the sum of the pre-July 2011 service credit by the total service

Jacksonville Port Authority
A Component Unit of the City of Jacksonville, Florida

Notes to Financial Statements

Note F – Pension Plan (Continued)

credit at retirement multiplied by 3%. Plan members initially enrolled on or after July 1, 2011, will not have a cost-of-living adjustment after retirement.

Contributions: The Florida Legislature establishes contribution rates for participating employers and employees. Contribution rates for fiscal years 2023 and 2022, were as follows:

Notes: Employer rates include 1.66% for the post-employment health insurance subsidy program.

Class	Percent of Gross Salary		
	Employee	2023	2022
		Employee	Employer
FRS, Regular	3.00	13.57	11.91
FRS, Senior Management Service	3.00	34.52	31.57
DROP – Applicable to members from all above classes	0.00	21.13	18.60

The Authority's contributions, for FRS and HIS totaled \$2,280,077 and employee contributions totaled \$413,951 for the fiscal year ended September 30, 2023. The Authority's contributions, for FRS and HIS totaled \$1,955,376 and employee contributions totaled \$385,307 for the fiscal year ended September 30, 2022.

Pension Liabilities, Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions: At September 30, 2023, the Authority reported a liability of \$12,848,797 for its proportionate share of the FRS Plan's net pension liability, compared to \$12,764,006 at September 30, 2022. The net pension liability was measured as of June 30, 2023, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2023. The Authority's proportionate share of the net pension liability was based on the Authority's 2022-23 fiscal year contributions relative to the 2022-23 fiscal year contributions of all participating members. At June 30, 2023, the Authority's proportionate share was 0.0323%, which was an decrease of 0.002% from its proportionate share measured as of June 30, 2022, of 0.0343%.

For the fiscal year ended September 30, 2023, the Authority recognized the Plan pension expense of \$2,892,610. Fiscal year 2022 showed pension expense of \$1,945,589 which, in addition, the Authority reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources, for 2023 and 2022, as shown:

Jacksonville Port Authority
A Component Unit of the City of Jacksonville, Florida

Notes to Financial Statements

Note F – Pension Plan (Continued)

<u>Description</u>	<u>2023</u>	Deferred Outflow of Resources	Deferred Inflow of Resources
Differences between expected and actual experience		\$ 1,206,391	\$ -
Change of assumptions		837,591	-
Net difference between projected and actual earnings on FRS pension plan investments		536,601	-
Changes in proportion and differences between Authority FRS contributions and proportional share of contributions		419,299	762,770
Authority FRS contributions subsequent to the measurement date		461,253	-
Total		<u>\$ 3,461,135</u>	<u>\$ 762,770</u>

<u>Description</u>	<u>2022</u>	Deferred Outflow of Resources	Deferred Inflow of Resources
Differences between expected and actual experience		\$ 606,217	\$ -
Change of assumptions		1,571,941	-
Net difference between projected and actual earnings on FRS pension plan investments		842,806	-
Changes in proportion and differences between Authority FRS contributions and proportional share of contributions		573,444	489,378
Authority FRS contributions subsequent to the measurement date		406,143	-
Total		<u>\$ 4,000,551</u>	<u>\$ 489,378</u>

The deferred outflows of resources related to pensions, totaling \$461,253, resulted from the Authority's contributions to the Plan subsequent to the measurement date and will be recognized as a reduction of the net pension liability in 2024. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows (in thousands):

<u>Year</u>	<u>Amount</u>
2024	\$ 319
2025	301
2026	271
2027	585
2028	783
Thereafter	(22)
	<u>\$ 2,237</u>

Actuarial Assumptions: The total pension liabilities in the July 1, 2023 and 2022, actuarial valuations were determined using the following actuarial assumptions, applied to all periods included in the measurement:

Jacksonville Port Authority
A Component Unit of the City of Jacksonville, Florida

Notes to Financial Statements

Note F – Pension Plan (Continued)

	2023	2022
Inflation	2.40%	2.40%
Salary Increase	3.25%	3.25%
Investment Rate of Return	6.70%	6.70%

PUB2010 base table varies by member category and sex, projected generationally with Scale MP-2018 details in valuation reports.

The long-term expected rate of return on pension plan investments was not based on historical returns, but instead is based on a forward-looking capital market economic model. The allocation policy's description of each asset class was used to map the target allocation to the asset classes shown below. Each asset class assumption is based on a consistent set of underlying assumptions and includes an adjustment for the inflation assumption. The target allocation and best estimates of arithmetic and geometric real rates of return for each major asset class are summarized in the following tables:

July 1, 2023 actuarial assumptions:

Asset Class	Target Allocation	Annual Arithmetic Return	Compound Annual (Geometric) Return	Standard Deviation
Cash	1.0%	2.9%	2.9%	1.1%
Fixed Income	19.8%	4.5%	4.4%	3.4%
Global Equity	54.0%	8.7%	7.1%	18.1%
Real Estate	10.3%	7.6%	6.6%	14.8%
Private Equity	11.1%	11.9%	8.8%	26.3%
Strategic Investments	3.8%	6.3%	6.1%	7.7%
Total	<u>100.0%</u>			
Assumed inflation – Mean			2.4%	1.4%

Jacksonville Port Authority
A Component Unit of the City of Jacksonville, Florida

Notes to Financial Statements

Note F – Pension Plan (Continued)

July 1, 2022 actuarial assumptions:

Asset Class	Target Allocation	Annual Arithmetic Return	Compound Annual (Geometric) Return	Standard Deviation
Cash	1.0%	2.6%	2.6%	1.1%
Fixed Income	19.8%	4.4%	4.4%	3.2%
Global Equity	54.0%	8.8%	7.3%	17.8%
Real Estate	10.3%	7.4%	6.3%	15.7%
Private Equity	11.1%	12.0%	8.9%	26.3%
Strategic Investments	3.8%	6.2%	5.9%	7.8%
Total	<u>100.0%</u>			
Assumed inflation – Mean			2.4%	1.3%

Discount Rate: The discount rate used to measure the total pension liability was 6.7% for 2023 and 2022, respectively. The Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the discount rate for calculating the total pension liability is equal to the long term expected rate of return.

Sensitivity of the Authority's Proportionate Share of the Net Position Liability to Changes in the Discount Rate: The following presents the Authority's proportionate share of the net pension liability calculated using the discount rate of 6.7%, as well as what the Authority's proportionate share of the net pension liability would be if it were calculated using a discount rate that is one percentage-point lower (5.7%) or one percentage-point higher (7.7%) than the current rate:

	1% Decrease	Current Discount Rate	1% Increase
Authority's proportionate share of the net pension liability			
As of July 1, 2023	\$ 21,948,361	\$ 12,848,797	\$ 5,235,922
As of July 1, 2022	\$ 22,074,470	\$ 12,764,006	\$ 4,979,350

Pension Plan Fiduciary Net Position: Detailed information about the Plan's fiduciary net position is available in the separately issued FRS Pension Plan and Other State-Administered Systems, Annual Comprehensive Financial Report.

Jacksonville Port Authority
A Component Unit of the City of Jacksonville, Florida

Notes to Financial Statements

Note F – Pension Plan (Continued)

The Retiree Health Insurance Subsidy Program (HIS)

Plan Description: The HIS Pension Plan (HIS Plan) is a cost-sharing multiple employer defined benefit pension plan established under Section 112.363, Florida Statutes and may be amended by the Florida Legislature at any time. The benefit is a monthly payment to assist retirees of State-administered retirement systems in paying their health insurance costs and is administered by the Florida Department of Management Services, Division of Retirement.

Benefits Provided: For the fiscal year ended June 30, 2023, eligible retirees and beneficiaries received a monthly HIS payment of \$5 for each year of creditable service completed at the time of retirement, with a minimum HIS payment of \$30 and a maximum HIS payment of \$150 per month, pursuant to Section 112.363, Florida Statutes. To be eligible to receive HIS Plan benefits, a retiree under a State-administered retirement system must provide proof of health insurance coverage, which may include Medicare.

Contributions: The HIS Plan is funded by required contributions from FRS participating employers as set by the Florida Legislature. Employer contributions are a percentage of gross compensation for all active FRS members. For the fiscal year ended June 30, 2023, the contribution rate was 1.66% of payroll pursuant to Section 112.363, Florida Statutes. HIS Plan contributions are deposited in a separate trust fund from which payments are authorized. HIS Plan benefits are not guaranteed and are subject to annual legislative appropriation. In the event the legislative appropriation or available funds fail to provide full subsidy benefits to all participants, benefits may be reduced or canceled.

The Authority's contributions to the HIS Plan totaled \$256,123 for the fiscal year ended June 30, 2023, and \$223,739 for the fiscal year ended June 30, 2022.

Pension Liabilities, Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions: At June 30, 2023, the Authority reported a net pension liability of \$5,702,456 for its proportionate share of the HIS Plan's net pension liability, compared to \$3,780,704 at September 30, 2022. The net pension liability was measured as of June 30, 2023, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2022. The Authority's proportionate share of the net pension liability was based on the Authority's 2022-23 fiscal year contributions relative to the total 2022-23 fiscal year contributions of all participating members. At June 30, 2023, the Authority's proportionate share was 0.0359%, a 0.0002% increase in its proportionate share measured as of June 30, 2022, of 0.0357%.

Jacksonville Port Authority
A Component Unit of the City of Jacksonville, Florida

Notes to Financial Statements

Note F – Pension Plan (Continued)

For the fiscal year ended June 30, 2023, the Authority recognized the HIS Plan pension expense of \$2,111,762 and \$171,782 for fiscal year 2022. In addition, the Authority reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

<u>Description</u>	<u>2023</u>	Deferred Outflow of Resources	Deferred Inflow of Resources
Differences between expected and actual experience		\$ 83,480	\$ 13,358
Change of assumptions		149,916	494,137
Net difference between projected and actual earnings on HIS pension plan investments		2,945	-
Changes in proportion and differences between Authority HIS contributions and proportional share of contributions		132,335	185,766
Authority HIS contributions subsequent to the measurement date		79,715	-
Total		<u>\$ 448,391</u>	<u>\$ 693,261</u>
	<u>2022</u>	Deferred Outflow of Resources	Deferred Inflow of Resources
<u>Description</u>			
Differences between expected and actual experience		\$ 114,753	\$ 16,635
Change of assumptions		216,712	584,872
Net difference between projected and actual earnings on HIS pension plan investments		5,474	-
Changes in proportion and differences between Authority HIS contributions and proportional share of contributions		159,433	266,979
Authority HIS contributions subsequent to the measurement date		60,503	-
Total		<u>\$ 556,875</u>	<u>\$ 868,486</u>

The deferred outflows of resources related to pensions, totaling \$79,715, resulted from the Authority's contributions to the HIS Plan subsequent to the measurement date and will be recognized as a reduction of the net pension liability in 2024. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows (in thousands):

Year	Amount
2024	\$ (86)
2025	(47)
2026	(46)
2027	(47)
2028	(91)
Thereafter	(8)
	<u>\$ (325)</u>

Jacksonville Port Authority
A Component Unit of the City of Jacksonville, Florida

Notes to Financial Statements

Note F – Pension Plan (Continued)

Actuarial Assumptions: The total pension liabilities in the July 1, 2023 and 2022 actuarial valuations were determined using the following actuarial assumptions, applied to all periods included in the measurement:

	2023	2022
Inflation	2.40%	2.40%
Salary Increase	3.25%	3.25%
Investment Rate of Return	3.54%	3.65%

Mortality rates were based on the Generational RP-2010 with Projection Scale MP 2018.

Discount Rate: The discount rate used to measure the total pension liability was 3.54% and 3.65% for 2023 and 2022, respectively. In general, the discount rate for calculating the total pension liability is equal to the single rate equivalent to discounting at the long-term expected rate of return for benefit payments prior to the projected depletion date. Because the HIS Plan benefit is essentially funded on a pay-as-you-go basis, the depletion date is considered to be immediate and the single equivalent discount rate is equal to the municipal bond rate selected by the HIS Plan sponsor.

Sensitivity of the Authority's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate: The following presents the Authority's proportionate share of the net pension liability calculated using the applicable discount rate for each fiscal year, as well as what the Authority's proportionate share of the net pension liability would be if it were calculated using a discount rate that is one percentage-point lower or one percentage-point higher than the current rate:

	1% Decrease	Current Discount Rate	1% Increase
Authority's proportionate share of the net pension liability			
As of July 1, 2023	\$ 6,505,612	\$ 5,702,456	\$ 3,349,665
As of July 1, 2022	\$ 4,325,435	\$ 3,780,704	\$ 3,329,949

Jacksonville Port Authority
A Component Unit of the City of Jacksonville, Florida

Notes to Financial Statements

Note F – Pension Plan (Continued)

Pension Plan Fiduciary Net Position: Detailed information about the HIS Plan's fiduciary net position is available in the separately issued FRS Pension Plan and Other State Administered Systems Annual Comprehensive Financial Report.

FRS – Defined Contribution Pension Plan

The SBA administers the defined contribution plan officially titled the FRS Investment Plan (Investment Plan). The Investment Plan is reported in the SBA's annual financial statements and in the State of Florida Comprehensive Annual Financial Report.

As provided in Section 121.4501, Florida Statutes, eligible FRS members may elect to participate in the Investment Plan in lieu of the FRS defined benefit plan. Authority employees participating in DROP are not eligible to participate in the Investment Plan. Employer and employee contributions, including amounts contributed to individual member's accounts, are defined by law, but the ultimate benefit depends in part on the performance of investment funds. Benefit terms, including contribution requirements, for the Investment Plan are established and may be amended by the Florida Legislature. The Investment Plan is funded with the same employer and employee contribution rates that are based on salary and membership class (Regular Class, Elected County Officers, etc.), as the FRS defined benefit plan. Contributions are directed to individual member accounts and the individual members allocate contributions and account balances among various approved investment choices. Costs of administering plan, including the FRS Financial Guidance Program, are funded through an employer contribution of 0.04% of payroll and by forfeited benefits of plan members.

For all membership classes, employees are immediately vested in their own contributions and are vested after one year of service for employer contributions and investment earnings. If an accumulated benefit obligation for service credit originally earned under the FRS Pension Plan is transferred to the Investment Plan, the member must have the years of service required for FRS Pension Plan vesting (including the service credit represented by the transferred funds) to be vested for these funds and the earnings on the funds. Non-vested employer contributions are placed in a suspense account for up to five years. If the employee returns to FRS-covered employment within the five-year period, the employee will regain control over their account. If the employee does not return within the five-year period, the employee will forfeit the accumulated account balance. For the fiscal years ended September 30, 2023 and 2022, the information for the amount of forfeitures was unavailable from the SBA; however, management believes that these amounts, if any, would be immaterial to the Authority.

After termination and applying to receive benefits, the member may rollover vested funds to another qualified plan, structure a periodic payment under the Investment Plan, receive a lump-sum distribution, leave the funds invested for future distribution, or any combination of these options. Disability coverage is provided, the member may either transfer the account balance to the FRS Pension Plan when approved for disability retirement to receive guaranteed lifetime monthly benefits under the FRS Pension Plan or remain in the Investment Plan and rely upon that account balance for retirement income.

The Authority's Investment Plan pension expense totaled \$968,275 for the fiscal year ended September 30, 2023, and \$721,967 for the fiscal year ended September 30, 2022.

Jacksonville Port Authority
A Component Unit of the City of Jacksonville, Florida

Notes to Financial Statements

Note G – Deferred Compensation Plan

The Authority offers its employees a deferred compensation plan (the 457 Plan) created in accordance with Internal Revenue Code (IRC) Section 457. The 457 Plan, which is available to all full-time employees, permits employees to defer a portion of their salary until future years. The deferred compensation is not available to employees until termination, retirement, death or unforeseeable emergency. All plan assets are held by trustees for the exclusive benefit of plan participants and beneficiaries. Thus, the assets and liabilities relating to the 457 Plan are not reflected on the Authority's statements of net position.

The Authority also makes matching contributions to a separate retirement plan created in accordance with IRC Section 401(a). The Authority contributes a specified amount for each dollar the employee defers to the 457 Plan. All 401(a) Plan assets are held by trustees for the exclusive benefit of plan participants and beneficiaries. Thus, the assets and liabilities relating to the 401(a) plan are not reflected on the Authority's statements of net position. The Authority's 401(a) matching contributions were \$203,000 and \$191,000 for the years ended September 30, 2023 and 2022, respectively.

Note H – Other Post-Employment Benefits (OPEB)

Plan Description

The Authority maintains a single employer medical benefits plan that it makes available both to current and retired employees. Retired employees have a one-time benefit option to continue coverage under the group plan upon retirement. Retirees pay the full insurance premium with no direct subsidy from the Authority. The medical plan is an experience-rated insurance contract plan that provides medical benefits to employees and eligible retirees and their dependents. The OPEB portion of the benefits (referred to as OPEB) refers to the benefits applicable to current and future retirees based upon GASB 75. The Authority currently has 172 active participants in the group medical plan and 2 participating retirees.

OPEB Liability

GASB 75 requires the recording of the OPEB liability. The OPEB liability is the actuarial present value of the total projected benefits allocated to years of employment prior to the measurement date. The Authority recognizes an implicit rate subsidy (age-adjusted premium benefit), which is calculated based on the annual required contribution of the employer, as determined in accordance with parameters of GASB 75. The OPEB expense reflects the annual change in the employer's OPEB liability, with deferred recognition provided for certain items. GASB 75 calls for the Authority to have an OPEB valuation performed every two years. The Authority does not accumulate assets to pay benefits but rather finances the program on a pay-as-you-go basis.

Jacksonville Port Authority
A Component Unit of the City of Jacksonville, Florida

Notes to Financial Statements

Note H – Other Post-Employment Benefits (OPEB) (Continued)

Actuarial Assumptions

	2023	2022
Valuation Date	10/1/2022	10/1/2021
Census Date	9/23/2023	9/30/2021
Discount Rate	4.77%	2.43%
Salary Scale	3% per annum	3% per annum
Mortality	PUB-2010 mortality table with MP2021 projection	PUB-2010 mortality table with MP2021 projection
Retirement Rates	Florida Retirement System Actuarial Valuation as of July 1, 2018 for Regular employees	Florida Retirement System Actuarial Valuation as of July 1, 2018 for Regular employees
Health Care Cost Trend Rate	6.5% per annum trending down 0.5% each year until reaching the ultimate trend of 4.5%	6.5% per annum trending down 0.5% each year until reaching the ultimate trend of 4.5%
Asset Valuation Method	Market value	Market value
Amortization Basis	Experience gains/losses: average expected future working lifetime of the whole group. Assumption changes: average expected future working lifetime of the whole group.	Experience gains/losses: average expected future working lifetime of the whole group. Assumption changes: average expected future working lifetime of the whole group.

Changes in Total OPEB Liability

The following data presents the changes in the total OPEB liability for fiscal years ended September 30:

	2023	2022
Balance, beginning of year	\$ 352,942	\$ 404,992
Service cost	9,832	16,442
Interest cost	16,450	9,397
Differences between expected and actual experience	(94,022)	(5,422)
Changes in assumptions or other inputs	(1,853)	(35,873)
Benefit payments	(16,158)	(36,594)
Net change	(85,751)	(52,050)
Balance, end of year	\$ 267,191	\$ 352,942

Deferred inflows and outflows associated with the Authority's total OPEB liability are not considered significant by management and accordingly have not been recorded in the Authority's financial statements.

Jacksonville Port Authority
A Component Unit of the City of Jacksonville, Florida

Notes to Financial Statements

Note H – Other Post-Employment Benefits (OPEB) (Continued)

Sensitivity of the Total OPEB Liability to Changes in the Health Care Cost Trend Rate and Discount Rate

Health Care Cost Trend Sensitivity: calculated using trend rates that are one percent lower and higher than the current rate assumption:

	Rate	Total OPEB Liability		
		1% Decrease	Current Rate	1% Increase
As of September 30, 2023	6.5%	\$ 239,854	\$ 267,191	\$ 299,691
As of September 30, 2022	8.0%	\$ 324,864	\$ 352,942	\$ 385,958

Discount Rate Sensitivity: The discount rate was based upon a 20-year tax-exempt municipal bond fund, below are the changes as impacted by a 1% lower and higher than the current rate assumption:

	Rate	Total OPEB Liability		
		1% Decrease	Current Rate	1% Increase
As of September 30, 2023	4.87%	\$ 286,170	\$ 267,191	\$ 249,280
As of September 30, 2022	4.77%	\$ 363,284	\$ 352,942	\$ 337,628

Note I – Risk Management

The Authority participates in the City's experience-rated self-insurance plan which provides for auto liability, comprehensive general liability and workers' compensation coverage, up to \$1,200,000 per occurrence for workers' compensation claims. The Authority has excess coverage for individual workers' compensation claims above \$1,200,000. The Authority's expense is the premium charged by the City's self-insurance plan. Workers' compensation and general liability insurance premiums amounted to \$555,000 and \$856,000 for the years ended September 30, 2023 and 2022, respectively. Fiscal year 2022 workers' compensation expenses included a two-year assessment catch up charge.

The Authority is also a participant in the City's property insurance program which is provided through commercial insurance policies. Premium expense amounted to \$804,000 and \$597,000 for the years ended September 30, 2023 and 2022, respectively.

As a part of the Authority's risk management program, the Authority also purchases certain additional commercial insurance policies to cover exposures such as special risk employees and business interruption coverage. The Authority does not retain any risk on their policies and settlements have not exceeded insurance coverage for each of the last three fiscal years.

Jacksonville Port Authority
A Component Unit of the City of Jacksonville, Florida

Notes to Financial Statements

Note J – Long-Term Debt and Other Noncurrent Liabilities

Long-term liability activity for the years ended September 30, was as follows:

<i>(In thousands of dollars)</i>	2023				Amounts Due Within One Year
	Beginning Balance	Additions	Reductions	Ending Balance	
Bonds and notes payable					
Revenue bonds	\$ 42,400	\$ -	\$ -	\$ 42,400	\$ -
Revenue and refunding bonds	945	-	(945)	-	-
Revenue notes – tax exempt	162,819	-	(6,571)	156,248	6,768
Revenue note – taxable	2,915	-	(520)	2,395	1,900
Unamortized original issue premium amounts	5,024	-	(189)	4,835	-
Total bonds and notes payable	214,103	-	(8,225)	205,878	8,668
Liability for pollution remediation	739	130	(137)	732	-
Compensated absences and OPEB	1,907	802	(699)	2,010	355
Payable to primary government	-	6,122	-	6,122	-
Line of credit	10,749	-	(7,829)	2,920	-
Other obligation	8,537	-	(8,537)	-	-
Total	\$ 236,035	\$ 7,054	\$ (25,427)	\$ 217,662	\$ 9,023
	2022				
<i>(In thousands of dollars)</i>	Beginning Balance	Additions	Reductions	Ending Balance	Amounts Due Within One Year
Bonds and notes payable					
Revenue bonds	\$ 42,400	\$ -	\$ -	\$ 42,400	\$ -
Revenue and refunding bonds	1,850	-	(905)	945	945
Revenue notes – tax exempt	169,196	88,870	(95,247)	162,819	6,571
Revenue note – taxable	3,305	-	(390)	2,915	520
Unamortized original issue premium amounts	5,212	-	(188)	5,024	-
Total bonds and notes payable	221,963	88,870	(96,730)	214,103	8,036
Liability for pollution remediation	798	-	(59)	739	-
Compensated absences and OPEB	1,771	381	(245)	1,907	356
Line of credit	15,479	10,000	(14,730)	10,749	-
Bridge loan from primary government	25,000	-	(25,000)	-	-
Reserve for grants assessment	970	-	(970)	-	-
Other obligation	8,537	-	-	8,537	-
Total	\$ 274,518	\$ 99,303	\$ (137,734)	\$ 236,087	\$ 8,392

Jacksonville Port Authority
A Component Unit of the City of Jacksonville, Florida

Notes to Financial Statements

Note J – Long-Term Debt and Other Noncurrent Liabilities (Continued)

Revenue bonds, notes, and line of credit at September 30, consisted of the following:

<i>(in thousands of dollars)</i>	2023	2022
Tax Exempt Revenue Note, Series 2017, due in varying amounts through 2028. Interest rate is fixed at 2.25%.	\$ 14,490	\$ 16,725
Revenue and Refunding Bonds, Series 2012, including serial bonds due in varying amounts through 2023. Interest rates range from 4.00% to 5.00%.	-	945
Tax Exempt Revenue Note, Series 2010, due in varying amounts through 2030. Interest rate is fixed at 2.69%.	13,844	15,274
Tax Exempt Bank Note Crane 2014, Subordinate Obligation due in varying amounts through 2034. Interest rate is fixed at 3.04%.	15,331	16,430
Revenue Bonds, Series 2018B, due in varying amounts thru 2048. Interest rate is fixed at 5%.	42,400	42,400
Tax Exempt Revenue Note, Series 2018A, due in varying amounts through 2033. Interest rate is fixed at 2.87%.	23,713	25,520
Taxable Revenue Note, Series 2020A, due in varying amounts through 2024. Interest rate is fixed at 2.63%.	2,395	2,915
Tax Exempt Revenue Note, Series 2022, due in varying amounts through 2038. Interest rate is fixed at 2.15%.	88,870	88,870
\$50 million Line of Credit, Subordinate Obligation, interest due monthly in varying rates, 1.37% to 5.74% in 2022 and 2023. Principal due February 2028.	2,920	10,749
Total revenue bonds, notes, and line of credit	203,963	219,828
Less current portion	8,668	8,036
Total revenue bonds, notes, and line of credit, net	\$ 195,295	\$ 211,792

Jacksonville Port Authority
A Component Unit of the City of Jacksonville, Florida

Notes to Financial Statements

Note J – Long-Term Debt and Other Noncurrent Liabilities (Continued)

In January 2009, the Authority established a \$50 million multi-year line of credit with Regions Bank, which has been subsequently renewed for multi-year terms since that time. An eighth renewal was executed on December 12, 2022 and is due and payable February 2028. The current agreement allows for an additional renewal option through 2029. It is the intention of the Authority to use the line for a revolving medium term or long-term funding source designated for the Authority's capital spending program. All amounts currently due on the line of credit will be paid from FDOT grants reimbursements pending at year-end 2023. The outstanding balance on the line of credit at September 30, 2023 was \$2,920,000.

In November 2010, the Authority executed a loan agreement with Regions Bank, Tax-Exempt Revenue Note Series 2010, for the purpose of paying off the Series 2000 Revenue Bonds and to establish a required reserve account. The Regions Bank, Tax Exempt Note Series 2010, has a final maturity of 2030. The outstanding balance as of September 30, 2023 was \$13,844,000.

In September 2012, the Authority issued \$87,410,000 in Revenue and Refunding Bonds, Series 2012. The bonds were issued to refund \$65,020,000 of the Authority's outstanding Series 2008 Bonds and to finance new capital project spending. The Series 2012 issued had a final maturity of 2038. In 2020, the 2012 Bonds were advance refunded with the issuance of the 2020A and 2020B Bonds, with the exception of 5% of the outstanding balance. These remaining obligations had a maturity date of November 2022. The outstanding balance as of September 30, 2023 was \$0.

In September 2014, the Authority executed a loan agreement in the amount of \$25,000,000 to support the acquisition of three new cranes. The agreement has a fixed term rate of 3.04%. The SunTrust Bank Note issued has a final maturity of 2034. The outstanding balance as of September 30, 2023 was \$15,331,000.

In November 2017, the Authority executed a loan agreement with Regions Bank, the Tax-Exempt Revenue Note, Series 2017, for the purpose of paying off the balance of the 2008 Bonds. The original amount of the loan was \$23,120,000, at a fixed term rate of 2.25%, with a final maturity of 2028. The outstanding balance as of September 30, 2023 was \$11,490,000.

In August 2018, the Authority executed a \$28,982,000 loan agreement with Chase Bank, N.A., Tax-Exempt Revenue Note Series 2018A, for the purpose of financing or refinancing expenditures relating to the cost of portions of the Authority's capital program and to pay down the Authority's line of credit. The agreement has a fixed term rate of 2.872% with a term of 15 years through 2033. The outstanding balance as of September 30, 2023 was \$23,713,000.

In August 2018, the Authority issued \$42,400,000 in Revenue Bonds, Series 2018B, for the purposes of financing the Authority's capital improvement program, largely the harbor deepening project. The bonds have a fixed term rate of 5.00% with a term of 30 years through 2048. The outstanding balance as of September 30, 2023 was \$42,400,000.

In March 2020, the Authority executed loan agreements with Truist Bank for the purpose of advance refunding \$84,695,000 (95%) of the Series 2012 Bonds. The transaction effectively defeased 95% of the outstanding Series 2012 Bonds in advance of their 2022 call date in a Cinderella Bonds transaction. The transaction resulted in two bank notes, the Taxable Revenue Note, Series 2020A for \$3,405,000, at 2.66%, and the Taxable Revenue Note, Series 2020B in the amount of \$88,870,000, ranging from 2.10% to 2.66%. In August 2022, the Revenue Refunding Bond, Series 2022 in the amount of \$88,870,000 (Tax-Exempt) were exchanged for Taxable Revenue Note, Series 2020B in the same amount. The remaining Taxable Revenue Note, Series 2020A (maturity date 2024), had an outstanding balance as of September 30, 2023 of \$2,395,000.

Jacksonville Port Authority
A Component Unit of the City of Jacksonville, Florida

Notes to Financial Statements

Note J – Long-Term Debt and Other Noncurrent Liabilities (Continued)

In August 2022, the Authority executed an agreement with Truist Commercial Equity, Inc. to issue Tax-Exempt Revenue Refunding Bond, Series 2022 for \$88,870,000 for the purposes of redeeming the Taxable Revenue Note, Series 2020B in the same amount. The bond has a tax-exempt interest rate of 2.10%, with a maturity date of November 2038. The outstanding balance as of September 30, 2023 was \$88,870,000.

Bridge loan from primary government

In August 2020, the Authority executed the 2020 Tax Exempt Bridge Loan with the City in the amount of \$37,700,000. The purpose of the loan was to provide bridge financing for an FDOT grant, in like amount, for the Harbor Deepening Project Contract C. The related FDOT grant calls for reimbursements to occur based upon project progress expenditures. FDOT funds collected by the Authority are concurrently remitted against the outstanding balance on the loan from the City. The Authority paid off this bridge loan in full in 2022, with no balance outstanding at September 30, 2022, or thereafter.

Bond covenants

The Authority's debt resolutions place restrictions on the issuance of additional bonds, designate required funding of related bond reserves and requires certain monies for debt service payments be held in trust funds. The Authority has also agreed in its bond covenants to establish and maintain rates charged to customers that will be sufficient to generate certain levels of operating revenues and operating income in excess of its annual debt service on the various outstanding bonds. The Authority has agreed to maintain net operating revenues in excess of 125% of the senior debt service obligations and 100% of the total subordinate debt service obligations.

Debt maturities

Required debt service for the outstanding bonds and notes payable for the next five years and thereafter to maturity as of September 30, 2023, was as follows (in thousands):

Years ending	Interest	Principal
2024	\$ 5,795	\$ 8,668
2025	5,565	8,920
2026	5,334	9,183
2027	5,098	9,438
2028	4,855	9,702
2029-2033	20,308	55,835
2034-2038	13,150	56,122
2039-2043	7,017	22,340
2044-2048	3,179	16,915
2049-2053	98	3,920
	<u>\$ 70,399</u>	<u>\$ 201,043</u>

Jacksonville Port Authority
A Component Unit of the City of Jacksonville, Florida

Notes to Financial Statements

Note J – Long-Term Debt and Other Noncurrent Liabilities (Continued)

Original issue discount and deferred loss on refundings (in thousands of dollars)

Unamortized premiums on bonds were \$4,835 and \$5,024 at year-end 2023 and 2022, respectively. Unamortized deferred loss on debt refundings was \$5,154 and \$5,520 in 2023 and 2022, respectively.

Deferred outflow/inflow of resources

Deferred outflow of resources as shown on the statements of net position include unamortized loss on debt refundings and defeasance transactions. Additionally, deferred outflows and inflows are recorded for changes related to pensions activities.

(in thousands of dollars)

	2023	2022
Deferred loss on debt refundings	\$ 5,154	\$ 5,520
Deferred outflow pension (see Note F)	3,910	4,557
Total deferred outflow of resources	<u>\$ 9,064</u>	<u>\$ 10,077</u>
Deferred inflow of resources – pension (see Note F)	<u>\$ 1,456</u>	<u>\$ 1,357</u>

Other noncurrent liabilities

Unearned revenue balances were approximately \$14,592,000 and \$15,292,000 for years ended September 30, 2023 and 2022, respectively. The current portion was \$700,000 and represents one year of rent amortization on SSA rents collected but unearned. See Note E for further explanation regarding unearned lease rent revenue recognition.

The Authority recorded a payable to primary government in the amount of \$6,122,000 at fiscal year-end 2023, reflecting the City share due, as part of the \$35 million refund from the USACE on the closeout of the 47 ft. harbor deepening project.

OPEB liabilities for retiree medical benefits were approximately \$267,000 and \$353,000 at September 30, 2023 and 2022, respectively. See Note H for additional information.

Note K – Other Obligation

Upon completion of the 40 ft. Harbor Deepening Federal Navigation Project in 2010 (Project Cooperation Agreement with the USACE), the Authority recorded amounts payable to USACE for \$8,537,000, pending final close out of this project. The Authority has since participated in other USACE projects, including the completion of the recent 47 ft. harbor deepening project and other large projects, whereby in 2023, all USACE project costs have been accounted for, or are pending final closeout. Accordingly, in fiscal year 2023, any potential liability from these projects have been adjusted to \$0.

Jacksonville Port Authority
A Component Unit of the City of Jacksonville, Florida

Notes to Financial Statements

Note L – Commitments and Contingencies

Construction Related

At September 30, 2023, the Authority had commitments for future construction work of approximately \$108,866,000 primarily for terminal construction projects and improvements, and Dredge Material Management Areas development.

Environmental Remediation

The Authority owns several parcels of property located at the southernmost portion of the Talleyrand Marine Terminal which were used by previous owners to conduct fertilizer blending and packaging and other operations involving the use of chemicals. Property adjacent to these parcels, owned by an unrelated third-party has also been identified to contain contaminants attributed to its former use. In conjunction with the Florida Department of Environmental Protection (FDEP), the Authority developed an Interim Remedial Action Plan (IRAP), which includes a site soil and groundwater treatment system, allowing for the groundwater to be captured by wells and discharged to a nearby publicly owned treatment works facility (POTW). The Authority originally (in 2011) established a \$1.5 million reserve for project and ongoing operations costs of the groundwater treatment system. As a result of an updated review of ongoing operational costs of this system in 2023, the Authority provided an incremental charge of \$130,000 to supplement the reserve. At September 30, 2023, the reserve balance was approximately \$732,000 for ongoing operations and monitoring costs.

Collective Bargaining Agreement

The Authority's workforce is made up of approximately 170 employees. Union employees represent about 40% of the total. The current union contract runs through September 30, 2025.

Note M – Significant Customers

2023

The Authority had five customers with significant operating revenues (10% or more of total revenues): Crowley Liner Services (17%), SSA (14%), Tote Maritime (11%), APS East Coast (10%) and Carnival Cruise Lines (10%).

2022

The Authority had four customers with significant operating revenues (10% or more of total revenues): Crowley Liner Services (16%), SSA (14%), Tote Maritime (11%) and APS East Coast (10%).

Note N – Capital Contributions

Federal Contributions

The Authority received monies from federal funding awards designated for constructing various capital assets and capital improvements. Contributions of \$6,848,538 and \$3,002,265 were recorded for the years ended September 30, 2023 and 2022, respectively.

State Contributions

State funded awards totaled \$9,910,935 and \$22,993,142 for the years ended September 30, 2023 and 2022, respectively.

JACKSONVILLE PORT AUTHORITY
A Component Unit of the City of Jacksonville, Florida
REQUIRED SUPPLEMENTAL INFORMATION (UNAUDITED)

Schedule of Changes in Total OPEB Liability
Last Ten Fiscal Years*
(in dollars)

	2023	2022	2021	2020	2019	2018
Total OPEB liability – beginning	\$ 352,942	\$ 404,992	\$ 315,914	\$ 294,914	\$ 317,699	\$ 319,347
Service cost	9,832	16,442	15,206	15,000	16,000	14,896
Interest cost	16,450	9,397	7,917	12,000	12,098	11,984
Differences between expected and actual experience	(94,022)	(5,422)	18,890	-	67,260	-
Changes in assumptions or other inputs	(1,853)	(35,873)	83,659	-	(115,492)	(18,451)
Benefit payments	(16,158)	(36,594)	(36,594)	(6,000)	(2,651)	(10,077)
Net change	(85,751)	(52,050)	89,078	21,000	(22,785)	(1,648)
Total OPEB liability – ending	\$ 267,191	\$ 352,942	\$ 404,992	\$ 315,914	\$ 294,914	\$ 317,699
Covered employee payroll	\$ 12,415,171	\$ 10,920,134	\$ 10,092,846	\$ 9,887,483	\$ 9,578,318	\$ 9,164,400
Total OPEB liability as a percentage of covered payroll	2.15%	3.23%	4.01%	3.20%	3.08%	3.47%

* Changes in total OPEB liability for the fiscal years prior to 2018 were not available, and accordingly, not included in the schedule.

PRELIMINARY DRAFT
For Discussion Purposes Only
-Subject to Change-

**SCHEDULE OF THE AUTHORITY'S PROPORTIONATE
SHARE OF THE NET PENSION LIABILITY –
FLORIDA RETIREMENT SYSTEM PENSION PLAN
LAST TEN FISCAL YEARS
(in dollars) (UNAUDITED)**

	2023	2022	2021	2020	2019	2018	2017	2016	2015
Authority's proportion of the FRS net pension liability	0.0322%	0.0343%	0.0328%	0.0317%	0.0341%	0.0358%	0.0374%	0.0353%	0.0352%
Authority's proportionate share of the FRS net pension liability	\$ 12,848,797	\$ 12,764,006	\$ 2,480,995	\$ 13,754,260	\$ 11,740,361	\$ 10,797,420	\$ 11,070,761	\$ 8,917,567	\$ 4,546,261
Authority's covered-employee payroll	\$ 12,415,717	\$ 12,713,611	\$ 12,269,541	\$ 12,234,777	\$ 12,246,587	\$ 12,533,283	\$ 12,195,198	\$ 11,910,007	\$ 11,486,853
Authority's proportionate share of the FRS net pension liability as a percentage of its covered-employee payroll	103.49%	100.40%	20.22%	112.42%	95.86%	86.15%	90.78%	74.87%	39.58%
FRS Plan fiduciary net position as a percentage of the total pension liability	82.38%	82.89%	96.40%	78.85%	82.61%	84.26%	83.89%	84.88%	92.00%

Note: The amounts presented for each fiscal year were determined as of June 30th. The schedule is presented to illustrate the requirements of GASB Statement No. 68. Currently, only data for fiscal years ended June 30, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022 and 2023 are available.

PRELIMINARY DRAFT
For Discussion Purposes Only
-Subject to Change-

**SCHEDULE OF THE AUTHORITY'S PROPORTIONATE
SHARE OF THE NET PENSION LIABILITY –
HEALTH INSURANCE SUBSIDY PENSION PLAN
LAST TEN FISCAL YEARS
(in dollars) (UNAUDITED)**

	2023	2022	2021	2020	2019	2018	2017	2016	2015
Authority's proportion of the HIS net pension liability	0.0359%	0.0365%	0.0343%	0.0353%	0.0370%	0.0370%	0.0398%	0.0383%	0.0373%
Authority's proportionate share of the HIS net pension liability	\$ 5,702,456	\$ 3,780,704	\$ 4,209,146	\$ 4,315,437	\$ 4,137,205	\$ 3,917,903	\$ 4,250,943	\$ 4,461,658	\$ 3,806,082
Authority's covered-employee payroll	\$ 12,415,717	\$ 12,713,611	\$ 12,269,541	\$ 12,234,777	\$ 12,246,587	\$ 12,533,283	\$ 12,195,198	\$ 11,910,007	\$ 11,486,853
Authority's proportionate share of the HIS net pension liability as a percentage of its covered-employee payroll	45.93%	29.74%	34.31%	35.27%	33.78%	31.26%	34.86%	37.46%	33.13%
HIS Plan fiduciary net position as a percentage of the total pension liability	4.12%	4.81%	3.56%	3.00%	2.63%	2.15%	1.64%	0.97%	0.50%

Note: The amounts presented for each fiscal year were determined as of September 30th. The schedule is presented to illustrate the requirements of GASB Statement No. 68. Currently, only data for fiscal years ended September 30, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022 and 2023 are available.

PRELIMINARY DRAFT
For Discussion Purposes Only
-Subject to Change-

**SCHEDULE OF THE AUTHORITY'S CONTRIBUTIONS
FLORIDA RETIREMENT SYSTEM PENSION PLAN
LAST TEN FISCAL YEARS
(in dollars) (UNAUDITED)**

	2023	2022	2021	2020	2019	2018	2017	2016	2015
Contractually required FRS contribution	\$ 2,023,954	\$ 1,731,637	\$ 1,437,015	\$ 1,217,755	\$ 1,167,644	\$ 1,202,882	\$ 1,046,313	\$ 947,884	\$ 948,391
FRS contributions in relation to the									
contractually required FRS contributions	2,023,954	1,731,637	1,437,015	1,217,755	1,167,644	1,202,882	1,046,313	947,884	948,391
FRS contributions deficiency (excess)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Authority's covered-employee payroll	\$ 12,415,717	\$ 12,713,611	\$ 12,269,541	\$ 12,234,777	\$ 12,246,587	\$ 12,533,283	\$ 12,195,198	\$ 11,910,007	\$ 11,486,853
FRS contributions as a percentage									
of cover-employee payroll	16.3%	13.6%	11.7%	10.0%	9.5%	9.6%	8.6%	8.0%	8.3%

Note: The amounts presented for each fiscal year were determined as of June 30th. The schedule is presented to illustrate the requirements of GASB Statement No. 68. Currently, only data for fiscal years ending June 30, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022 and 2023 are available.

PRELIMINARY DRAFT
For Discussion Purposes Only
-Subject to Change-

**SCHEDULE OF THE AUTHORITY'S CONTRIBUTIONS
HEALTH INSURANCE SUBSIDY PENSION PLAN
LAST TEN FISCAL YEARS
(in dollars) (UNAUDITED)**

	2023	2022	2021	2020	2019	2018	2017	2016	2015
Contractually required HIS contribution	\$ 256,123	\$ 223,739	\$ 203,674	\$ 203,097	\$ 203,293	\$ 208,052	\$ 202,440	\$ 197,706	\$ 157,222
HIS contributions in relation to the									
contractually required HIS contributions	256,123	223,739	203,674	203,097	203,293	208,052	202,440	197,706	157,222
HIS contributions deficiency (excess)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Authority's covered-employee payroll	\$ 12,415,717	\$ 12,713,611	\$ 12,269,541	\$ 12,234,777	\$ 12,246,587	\$ 12,533,283	\$ 12,195,198	\$ 11,910,007	\$ 11,486,853
HIS contributions as a percentage									
of cover-employee payroll	2.1%	1.8%	1.7%	1.7%	1.7%	1.7%	1.7%	1.7%	1.4%

Note: The amounts presented for each fiscal year were determined as of September 30th. The schedule is presented to illustrate the requirements of GASB Statement No. 68. Currently, only data for fiscal years ended September 30, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022 and 2023 are available.

PRELIMINARY DRAFT
For Discussion Purposes Only
-Subject to Change-

Jacksonville Port Authority
A Component Unit of the City of Jacksonville, Florida

Schedule of Expenditures of Federal Awards and State Financial Assistance
Fiscal Year Ended September 30, 2023

Federal Grantor/Pass-Through Grantor/ Program or Cluster Title	ALN Number	Contract Number	Pass-Through Entity Identifying Number	Total Federal Expenditures
U.S. Department of Homeland Security				
Port Security Grant Program	97.056	EMW-2020-PU-00121		\$ 816,717
Port Security Grant Program	97.056	EMW-2021-PU-00128		33,845
Total Port Security Grant Program				<u>850,562</u>
Passed Through the State of Florida:				
Disaster Grants - Public Assistance (Presidentially Declared Disasters)	97.036	693JF72040002	693JF72040002	272,802
Total Disaster Grants - Public Assistance (Presidentially Declared Disasters)				<u>272,802</u>
Total U.S. Department of Homeland Security				<u>1,123,364</u>
U.S. Department of Transportation				
National Infrastructure Investments	20.933	Hurricane Dorian		6,031,821
Total U.S. Department of Transportation				<u>6,031,821</u>
Total Expenditures of Federal Awards				<u>\$ 7,155,185</u>
State Grantor/Pass-Through Grantor/Project Title	CSFA Number	Contract Number		Total State Expenditures
State of Florida Department of Transportation				
Seaport Grant Programs	55.005	G0Y96		\$ 2,236,527
Seaport Grant Programs	55.005	G1K24		853,649
Seaport Grant Programs	55.005	G1L70		76,415
Seaport Grant Programs	55.005	G1L95		687,987
Seaport Grant Programs	55.005	G1M54		451,281
Seaport Grant Programs	55.005	G1V25		447,422
Seaport Grant Programs	55.005	G2408		448,821
Seaport Grant Programs	55.005	G2752		22,497
Seaport Grant Programs	55.005	G2756		4,183,003
Seaport Grant Programs	55.005	G2758		509,108
Seaport Grant Programs	55.005	G2F55		62,344
Total Expenditures of State Financial Assistance				<u>\$ 9,979,054</u>
Total Expenditures of Federal Awards and State Financial Assistance				<u>\$ 17,134,239</u>

See accompanying notes to the Schedule of Expenditures of Federal Awards and State Financial Assistance.

Jacksonville Port Authority
A Component Unit of the City of Jacksonville, Florida

Notes to the Schedule of Expenditures of Federal Awards and State Financial Assistance

Note 1. Basis of Presentation

The accompanying schedule of expenditures of federal awards and state financial assistance (the Schedule) includes the federal and state grant activity of the Jacksonville Port Authority (the Authority), a component unit of the City of Jacksonville, Florida, under programs of the federal and state government for the year ended September 30, 2023. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), and Chapter 10.650, *Rules of the Florida Auditor General*. Because the Schedule presents only a selected portion of the operations of the Authority, it is not intended to and does not present the financial position, and changes in net position or cash flows of the Authority.

Note 2. Summary of Significant Accounting Policies

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

Note 3. Subrecipients

The Authority did not make sub-awards of federal awards or state financial assistance during the year ended September 30, 2023.

Note 4. Indirect Cost Rate

The Authority has elected not to use the 10% de minimis indirect cost rate allowed under the Uniform Guidance.

PRELIMINARY DRAFT ONLY
For Discussion Purposes Only
-Subject to Change-

**Report on Internal Control Over Financial Reporting and on Compliance
and Other Matters Based on an Audit of Financial Statements
Performed in Accordance with Government Auditing Standards**

Independent Auditor's Report

Members of the Board of Directors
Jacksonville Port Authority

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*), the basic financial statements of Jacksonville Port Authority (the Authority), a component unit of the City of Jacksonville, Florida, as of and for the year ended September 30, 2023, and the related notes to the basic financial statements, which collectively comprise the Authority's basic financial statements, and have issued our report thereon dated [DATE].

Report on Internal Control over Financial Reporting

In planning and performing our audit of the basic financial statements, we considered the Authority's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the basic financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's basic financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Authority's basic financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the basic financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Jacksonville, Florida

[DATE]

PRELIMINARY DRAFT
For Discussion Purposes Only
-Subject to Change-

Report on Compliance for Each Major Federal Program and the Major State Financial Assistance Project; Report on Internal Control Over Compliance; and Report on the Schedule of Expenditures of Federal Awards and State Financial Assistance Required by the Uniform Guidance and State of Florida Chapter 10.650, *Rules of the Auditor General*

Independent Auditor's Report

Members of the Board of Directors
Jacksonville Port Authority

Report on Compliance for Each Major Federal Program and State Financial Assistance Project

Opinion on Each Major Federal Program and State Financial Assistance Project

We have audited the Jacksonville Port Authority's (the Authority) a component unit of the City of Jacksonville, Florida, compliance with the types of compliance requirements identified as subject to audit in the *OMB Compliance Supplement* and in the State of Florida's *Department of Financial Services' State Projects Compliance Supplement* that could have a direct and material effect on each of the Authority's major federal programs and state financial assistance project for the year ended September 30, 2023. The Authority's major federal programs and state financial assistance project are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the Authority complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs and state financial assistance project for the year ended September 30, 2023.

Basis for Opinion on Each Major Federal Program and State Financial Assistance Project

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*); the audit requirements of Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance); and the State of Florida Chapter 10.650, *Rules of the Auditor General* (Chapter 10.650). Our responsibilities under those standards, the Uniform Guidance and Chapter 10.650 are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Authority and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program and state financial assistance project. Our audit does not provide a legal determination of the Authority's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the Authority's federal programs and state financial assistance projects.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Authority's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, the Uniform Guidance, and Chapter 10.650 will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Authority's compliance with the requirements of each major federal program and state financial assistance project as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, the Uniform Guidance, and Chapter 10.650, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Authority's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the Authority's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance and Chapter 10.650, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program or state financial assistance project on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program or state financial assistance project will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program or state financial assistance project that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit, we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance and Chapter 10.650. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal Awards and State Financial Assistance Required by the Uniform Guidance and State of Florida Chapter 10.650, Rules of the Auditor General

We have audited the financial statements of the Jacksonville Port Authority, a component unit of the City of Jacksonville, Florida, as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements. We issued our report thereon, dated [DATE], which contained an unmodified opinion on those financial statements. Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise the Authority's basic financial statements. The accompanying schedule of expenditures of federal awards and state financial assistance is presented for purposes of additional analysis as required by the Uniform Guidance and State of Florida Chapter 10.650, *Rules of the Auditor General*, and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards and state financial assistance is fairly stated in all material respects in relation to the basic financial statements as a whole.

Jacksonville, Florida

[DATE]

**Jacksonville Port Authority
A Component Unit of the City of Jacksonville, Florida**

Schedule of Findings and Questioned Costs

Section I – Summary of Auditor’s Results

Financial Statements

Type of report the auditor issued on whether the financial statements audited were prepared in accordance with U.S. GAAP: Unmodified

Internal control over financial reporting:

Material weakness(es) identified?	<u> </u> Yes	<u> </u> X	<u> </u> No
Significant deficiency(ies) identified?	<u> </u> Yes	<u> </u> X	<u> </u> None Reported
Noncompliance material to financial statements noted?	<u> </u> Yes	<u> </u> X	<u> </u> No

Federal Awards

Internal control over major federal programs:

Material weakness(es) identified?	<u> </u> Yes	<u> </u> X	<u> </u> No
Significant deficiency(ies) identified?	<u> </u> Yes	<u> </u> X	<u> </u> None Reported

Type of auditor’s report issued on compliance for major federal programs:

Any audit findings disclosed that are required to be reported in accordance with Section 2 CFR 200.516(a)? Unmodified

	<u> </u> Yes	<u> </u> X	<u> </u> No
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Identification of major federal programs:

Assistance Listing Numbers	Name of Federal Program or Cluster
97.056	Port Security Grant Program
20.933	National Infrastructure Investments

Dollar threshold used to distinguish between type A and type B programs:

\$ 750,000

Auditee qualified as low-risk auditee? Yes X No

State Financial Assistance Projects

Internal control over major state projects:

Material weakness(es) identified?	<u> </u> Yes	<u> </u> X	<u> </u> No
Significant deficiency(ies) identified?	<u> </u> Yes	<u> </u> X	<u> </u> None Reported

Type of auditor’s report issued on compliance for major state projects:

Any audit findings disclosed that are required to be reported in accordance with Chapter 10.650, *Rules of the Auditor General*? Unmodified

	<u> </u> Yes	<u> </u> X	<u> </u> No
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Identification of major state projects:

CSFA Number	Name of State Program or Project
55.005	Seaport Grant Programs

Dollar threshold used to distinguish between type A and type B projects:

\$ 750,000

**Jacksonville Port Authority
A Component Unit of the City of Jacksonville, Florida**

Schedule of Findings and Questioned Costs (Continued)

Section II – Financial Statement Findings

No matters were reported.

Section III – Findings and Questioned Costs for Federal Awards and State Financial Assistance

No matters were reported.

PRELIMINARY DRAFT
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Jacksonville Port Authority
A Component Unit of the City of Jacksonville, Florida

Summary Schedule of Prior Audit Findings

The prior year single audit disclosed no findings in the Schedule of Findings and Questioned Costs and no uncorrected or unresolved findings exist from the prior audit's Summary of Prior Audit Findings.

PRELIMINARY DRAFT
For Discussion Purposes Only
-Subject to Change-

Management Letter

Board of Directors
Jacksonville Port Authority
Jacksonville, Florida

Report on the Financial Statements

We have audited the basic financial statements of the Jacksonville Port Authority (the Authority), a component unit of the City of Jacksonville, Florida, as of and for the fiscal year ended September 30, 2023, and have issued our report thereon dated [DATE].

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements of Federal Awards* (Uniform Guidance); and Chapter 10.650, *Rules of the Florida Auditor General*.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*; Independent Auditor's Report on Compliance for Each Major Federal Program and State Project and Report on Internal Control over Compliance; Schedule of Findings and Questioned Costs; and Independent Accountant's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.650, *Rules of the Florida Auditor General*. Disclosures in those reports, which are dated [DATE], should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., *Rules of the Florida Auditor General*, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. No findings or recommendations were made in the preceding annual financial report.

Official Title and Legal Authority

Section 10.554(1)(i)4., *Rules of the Florida Auditor General*, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in the management letter, unless disclosed in the notes to the financial statements. The name or official title and legal authority is disclosed in Note 1 to the financial statements.

Financial Management

Sections 10.554(1)(i)5.a. and 10.556(7), *Rules of the Florida Auditor General*, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the Authority met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific condition(s) met. In connection with our audit, we determined that the Authority did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b and 10.556(8), *Rules of the Florida Auditor General*, we applied financial condition assessment procedures for the Authority. It is management's responsibility to monitor the Authority's financial condition, and our financial condition assessment was based in part on representations made by management and review of financial information provided by same.

Section 10.554(1)(i)2., *Rules of the Florida Auditor General*, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Special District Component Units

Section 10.554(1)(i)5.c., *Rules of the Florida Auditor General*, requires, if appropriate, that we communicate the failure of a special district that is a component unit of a county, municipality, or special district, to provide the financial information necessary for proper reporting of the component unit within the audited financial statements of the county, municipality, or special district in accordance with Section 218.39(3)(b), Florida Statutes. In connection with our audit, we did not note any special district component units that failed to provide the necessary information for proper reporting in accordance with Section 218.39(3)(b), Florida Statutes.

Specific Information

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)6, *Rules of the Florida Auditor General*, the Authority reported:

- a. The total number of Authority employees compensated in the last pay period of the Authority's fiscal year as 173.
- b. The total number of independent contractors to whom nonemployee compensation was paid in the last month of the district's fiscal year as 0.
- c. All compensation earned by or awarded to employees, whether paid or accrued, regardless of contingency as \$14,894,764.
- d. All compensated earned or awarded to nonemployee independent contractors, whether paid or accrued, regardless of contingency as \$0.
- e. Each construction project with a total cost of at least \$65,000, approved by the Authority that is scheduled to begin on or after October 1 of the fiscal year begin reported, together with the total expenditures for such project. This information is included in Schedule A below.

JACKSONVILLE PORT AUTHORITY 2022-2023 CAPITAL PROJECTS > \$65K		
PROJECT NUMBER	PROJECT DESCRIPTION	CONTRACT PAYMENTS
	CLEARING/CIP PARTS	242,729.47
B2019-08	Berth 33/34 Rehab	2,973,777.50
B2020-01	Container Terminal Upgrades	21,797,991.66
B2021-02	Intersection Improvements @ Wm Mills/Dave Rawls	972,074.25
B2022-09	Stormwater Pond Outfall Upgrades for Tenants	339,666.83
B2022-10	T Berth Construction @ Berth 20 (Design)	693,864.53
B2022-11	Auto Processing Facility Development	8,475,711.28
B2022-13	Hanjung Crane #8810 Upgrades	409,177.48
B2022-14	Hanjung Crane #8811 Upgrades	349,265.80
B2022-15	Hanjung Crane #8841 Upgrades	437,637.49
B2023-02	Tenant Asphalt Facility Rehab	409,559.50
B2023-05	Tenant Roof Repairs	96,159.86
B2023-06	CFS Upgrades	83,430.76
D2021-01	CBP PHYSEC Upgrades	136,463.57
D2022-01	Slope Protection between Cruise Terminal & Tenant (Design & Construction)	1,388,461.79
D2022-04	Berth 16 & 17 Cathodic Protection Design & Construction	807,339.62
D2022-05	Cruise Terminal Entrance Enhancements	262,620.63
G2020-02	Upland Dredge Material Management Area Construction - Buck B - Phase 2	2,024,841.20
G2021-04	PSGP Rd 20 Security Grant	1,093,868.10
G2021-05	FSTED 20 Security Grant	101,867.00
G2021-06	Upland Dredge Material Mgmt Area-Berth 16 Island "C" Construction	4,637,306.20
G2022-05	PCOB Renovations - Board Room	185,362.69
G2023-03	Power Lines	124,687.41
G2023-08	PCOB 2nd FL Renovations	270,282.72
T2018-01	Tenant Warehouse Rehab - ROOF only	470,584.28
T2020-01	Westrock Property Development Phase 1 Site Development (Design & Construction)	131,547.80
T2021-01	HVAC Upgrade - Tenant	163,373.00
T2021-02	Rehabilitate Inner Deck Concrete	475,141.95
T2021-06	Pile, Canal & Dam Rehab TMT-Berth 5 (Cleaning, Design, Construction)	194,751.40
T2021-07	TMT Terminal Facilities Bldg	264,207.62
T2022-06	Hanjung Crane #88-4 Upgrades	374,056.71
T2023-03	Resurface Leased Areas - TMT	273,772.56
	OTHER CAPITAL	
003.2044.177	Kubota Excavator	94,149.00
003.2044.178	Nidec Drives for (3) ZPMC Cranes	91,642.00
003.2046.173	Replace Tour Bus	139,576.00
003.2042.193-A	SOC Report Writing Software	197,205.85
003.2042.193-I	Private Cellular Communications Network	107,241.25
003.2046.XXX	Vehicle Purchases for all Terminals	74,772.00

- f. A budget variance based on the budget adopted under Section 189.016(4), Florida Statutes, before the beginning of the fiscal year being reported, if the Authority amends a final adopted budget under Section 189.016(6), Florida Statutes. This information is included in Schedule B below.

JACKSONVILLE PORT AUTHORITY
QUARTERLY REPORT SUMMARY
 For the Twelve Months Ending September 30, 2023
 UNAUDITED

BALANCE SHEET				
Cash and Investments	\$ 107,237,311		Current Liabilities	\$ 19,288,193
Accounts Receivable & Other Assets	29,122,006		Notes and Bonds Payable	208,798,111
Fixed Assets	830,494,381		Other Liabilities	40,062,791
TOTAL ASSETS	\$ 966,853,698		Net Position	698,704,603
			TOTAL LIABILITIES & EQUITY	\$ 966,853,698

	2022/2023 ORIGINAL BUDGET	2022/2023 AMENDED BUDGET	2022/2023 YTD ACTUAL	FAVORABLE (UNFAVORABLE) BUDGET VARIANCE
OPERATING REVENUES				
Containers	\$ 28,474,681	\$ 28,474,681	\$ 29,209,184	\$ 734,503
Autos	13,867,830	13,867,830	14,555,261	687,431
Military	700,000	700,000	1,399,073	699,073
Break Bulk	5,460,517	5,460,517	5,001,623	(458,894)
Liquid Bulk	1,675,572	1,675,572	1,418,808	(256,764)
Dry Bulk	2,013,070	2,013,070	2,614,214	601,144
Cruise	3,425,066	3,425,066	6,501,016	3,075,950
Other Operating Revenues	3,253,193	3,253,193	4,346,926	1,093,733
TOTAL OPERATING REVENUES	\$ 58,869,929	\$ 58,869,929	\$ 65,046,105	\$ 6,176,176
OPERATING EXPENDITURES				
Salaries	\$ 14,832,233	\$ 14,917,929	\$ 14,542,744	\$ 375,185
Employee Benefits	6,644,052	6,660,942	6,594,270	64,672
Services & Supplies	6,884,338	6,884,338	5,718,923	1,085,415
Security Services	4,987,040	4,987,040	5,011,584	(32,644)
Business Travel & Training	545,246	545,246	415,944	144,302
Promotion, Advertising & Dues	781,705	667,119	570,419	113,700
Utility Services	805,393	805,393	786,871	18,522
Repairs & Maintenance Projects	2,371,414	2,717,414	2,521,238	(149,824)
Crane Maintenance Pass Thru	(760,000)	(760,000)	(927,579)	167,579
Berth Maintenance Dredging	5,000,815	5,000,815	5,721,491	(720,676)
Miscellaneous	176,503	176,503	188,226	(8,257)
TOTAL OPERATING EXPENDITURES	\$ 42,268,799	\$ 42,268,739	\$ 43,202,741	\$ 1,065,998
OPERATING INCOME	\$ 16,601,190	\$ 16,601,190	\$ 23,843,364	\$ 7,242,174
NON-OPERATING REVENUES				
Investment Income	\$ 300,000	\$ 300,000	\$ 3,004,857	\$ 2,704,857
Shared Revenue from Primary Govt	3,611,106	9,611,106	10,108,365	497,259
Operating Grants	73,442	73,442	33,645	(39,797)
Other Revenue	8,100	8,100	8,500	400
TOTAL NON-OPERATING REVENUES	\$ 3,692,648	\$ 13,693,648	\$ 13,156,367	\$ 3,157,237
NON-OPERATING EXPENSES				
Debt Service	\$ 15,701,176	\$ 15,701,176	\$ 13,963,047	\$ 1,738,129
Crane Relo/Demo	1,050,000	1,050,000	800,900	249,100
Other Expenditures	3,360	3,360	14,768	(11,408)
TOTAL NON-OPERATING EXPENSES	\$ 16,754,536	\$ 16,754,536	\$ 14,778,715	\$ 1,975,821
NET INCOME BEFORE CAPITAL OUTLAY AND CONTINGENCY	\$ 9,839,700	\$ 9,839,700	\$ 22,214,932	\$ 12,375,232
Transfer (to)/from Operating Capital Outlay	\$ (9,839,700)	\$ (9,839,700)	\$ (8,708,695)	\$ 1,131,005
SURPLUS (DEFICIT)	\$ -	\$ -	\$ 13,506,237	\$ 13,506,237
TOTAL REVENUES	\$ 68,862,975	\$ 68,862,975	\$ 78,196,388	
TOTAL APPROPRIATIONS	\$ 68,862,975	\$ 68,862,975	\$ 64,690,151	

Additional Matters

Section 10.554(1)(i)3., *Rules of the Florida Auditor General*, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material, but which warrants the attention of those charged with governance. In connection with our audit, no such matters were reported.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the City of Jacksonville, Florida, the Authority, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

Jacksonville, Florida

[DATE]

Independent Accountant's Report

Members of the Board of Directors
Jacksonville Port Authority

We have examined the Jacksonville Port Authority's (the Authority), a component unit of the City of Jacksonville, Florida, compliance with the local government investment policy requirements of Section 218.415, Florida Statutes, during the period October 1, 2022 to September 30, 2023. Management of the Authority is responsible for the Authority's compliance with the specified requirements. Our responsibility is to express an opinion on the Authority's compliance with the specified requirements based on our examination.

Our examination was conducted in accordance with attestation standards established by the AICPA and the standards applicable to attestation engagements contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the Authority complied, in all material respects, with the specified requirements referenced above. An examination involves performing procedures to obtain evidence about whether the Authority complied with the specified requirements. The nature, timing and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

Our examination does not provide a legal determination of the Authority's compliance with the specified requirements.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the engagement.

In our opinion, the Authority complied, in all material respects, with the local government investment policy requirements of Section 218.415, Florida Statutes, during the period October 1, 2022 to September 30, 2023.

This report is intended solely for the information and use of the Florida Auditor General, the Authority, and applicable management and is not intended to be, and should not be, used by anyone other than these specified parties.

Jacksonville, Florida
[DATE]

BD2024-02-03



SUBMISSION FOR BOARD APPROVAL

SUBJECT: Public Transportation Grant Agreement – Seaport Security

COST: \$131,250.00(75%/25% match)

BUDGETED: Yes

SOURCE OF FUNDS: Florida Department of Transportation (FDOT)

BACKGROUND: JAXPORT continues to meet all security requirements in order to maintain our terminals to required standards. This includes continual focus on hardening port access points and perimeters to manage Maritime Transportation Safety Act (MTSA) compliance, maritime domain awareness, incident response, and overall facility security.

STATUS: The Florida Department of Transportation (FDOT) has presented a Public Transportation Grant Agreement (PTGA) for JAXPORT’s Seaport Security Grant Program in the amount of \$131,250.00 (75% FDOT) to match with \$43,750 (25% JAXPORT) funds. The three key components covered by the PTGA are:

1. **Port Hardening:** Motorized gate operators, turnstiles, barricades, ballistic hardening (mobile/fixed barricades, glass, doors, windows or film), and fencing;
2. **Maritime Domain Awareness:** Electronic TWIC access control readers (Bio-metric), intercoms, CCTV (I.D. verification screening/Thermal / LPR / Mobile / Solar), and perimeter detection sensors (Motion / Thermal / Radar);
3. **Facility Safety &Security:** electronic signage (Fixed and Mobile) and big voice speakers (Fixed and Mobile).

FDOT requires a resolution authorizing the CEO to execute the PTGA and any supplemental changes to the grant.

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

ATTACHEMENTS:

- Board Resolution
- Public Transportation Grant Agreement

BD2024-02-03



SUBMISSION FOR BOARD APPROVAL

RECOMMENDED FOR APPROVAL:

Justin Ryan, Manager,
Foreign Trade Zone No. 64
& Grant Administration

Justin Ryan
Justin Ryan (Feb 20, 2024 08:50 EST)

Signature and Date

SUBMITTED FOR APPROVAL:

Eric Green
Chief Executive Officer

Eric B. Green
Eric B. Green (Feb 20, 2024 09:34 EST)

Signature and Date

BOARD APPROVAL:

Feb. 26, 2024
Meeting Date

Rebecca Dicks/Recording Secretary

ATTEST:

Soo Gilvarry, Secretary

Daniel K. Bean, Chairman

A RESOLUTION OF THE JACKSONVILLE PORT AUTHORITY AUTHORIZING THE EXECUTION OF A PUBLIC TRANSPORTATION GRANT AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE JACKSONVILLE PORT AUTHORITY FOR STATE FUNDING IN FDOT FISCAL YEAR 2024 FOR JAXPORT'S SEAPORT GRANT PROGRAM

WHEREAS, the Jacksonville Port Authority (JAXPORT) has been presented a Public Transportation Grant Agreement (PTGA) with the Florida Department of Transportation (FDOT) FM 444930-1-94-05 to harden port access points and perimeters, manage Maritime Transportation Safety Act (MTSA) compliance, maritime domain awareness, incident response, and overall facility security; and

WHEREAS, FDOT and JAXPORT have agreed that FDOT will provide funds of \$131,250.00 under Reimbursement Payment Provisions according to the terms and conditions of the PTGA.

NOW THERE, BE IT RESOLVED by JAXPORT:

Section 1: JAXPORT confirms its desire to enter into the PTGA with FDOT.

Section 2: 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 PTGA and any Supplemental Public Transportation Grant Agreement(s) for the purpose of scope changes, funding adjustments, contract duration changes, additional financial project numbers as well as execute Assurances, Certification and all other documents as may be required to support this project.

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

APPROVED AND ADOPTED THIS 26th DAY OF FEBRUARY 2024.

JACKSONVILLE PORT AUTHORITY

(Official Seal)

Daniel K. Bean, Chairman

ATTEST

Soo Gilvarry, Secretary

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

Form 725-000-01
 STRATEGIC
 DEVELOPMENT
 OGC 7/11/2022

Financial Project Number(s): <small>(item-segment-phase-sequence)</small> 444930-1-94-05	Fund(s): Work Activity Code/Function: 215	DPTO	FLAIR Category: 088794
	Federal Number/Federal Award	Object Code: 751000	Org. Code: 55022020229
	Identification Number (FAIN) – Transit only:	Vendor Number: F593730270001	
Contract Number:	Federal Award Date:		
CFDA Number: N/A	Agency SAM/UEI Number: 06-190-0957		
CFDA Title: N/A			
CSFA Number: 55.005			
CSFA Title: Seaport Grant Program			

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

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

- 1. Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit “D”, Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 311, Florida Statutes, to enter into this Agreement.
- 2. Purpose of Agreement.** The purpose of this Agreement is to provide for the Department’s participation in FY 24 Seaport Security Grant Program-JAXPORT, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement (“Project”), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
- 3. Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

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

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

- Exhibit A: Project Description and Responsibilities
- Exhibit B: Schedule of Financial Assistance
- *Exhibit B1: Deferred Reimbursement Financial Provisions
- *Exhibit B2: Advance Payment Financial Provisions
- *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
- *Exhibit C: Terms and Conditions of Construction
- Exhibit D: Agency Resolution
- Exhibit E: Program Specific Terms and Conditions
- Exhibit F: Contract Payment Requirements
- *Exhibit G: Audit Requirements for Awards of State Financial Assistance

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

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 7/11/2022

- *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
- *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
- *Additional Exhibit(s):

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

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

6. Term of Agreement. This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through June 30, 2027. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

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

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

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

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

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

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

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 7/11/2022

9. Project Cost:

- a. The estimated total cost of the Project is \$175,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$131,250 and, the Department's participation in the Project shall not exceed 75.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

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

e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:

Travel expenses are NOT eligible for reimbursement under this Agreement.

Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061,

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

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 7/11/2022

Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

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

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

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

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

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

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 7/11/2022

may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

- k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. **Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."
- o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for

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

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 7/11/2022

not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities**.

11. General Requirements. The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

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

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

Form 725-000-01
 STRATEGIC
 DEVELOPMENT
 OGC 7/11/2022

- g. Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

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

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

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 7/11/2022

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

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

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

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

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

Federal Funded:

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

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

Form 725-000-01
 STRATEGIC
 DEVELOPMENT
 OGC 7/11/2022

through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

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

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

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 7/11/2022

management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

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

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

State Funded:

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

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

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 7/11/2022

Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

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

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

And

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

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

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

Form 725-000-01
 STRATEGIC
 DEVELOPMENT
 OGC 7/11/2022

10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

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

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

17. Restrictions, Prohibitions, Controls and Labor Provisions:

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

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

Form 725-000-01
 STRATEGIC
 DEVELOPMENT
 OGC 7/11/2022

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

18. Indemnification and Insurance:

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

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

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 7/11/2022

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

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

This indemnification shall survive the termination of this Agreement."

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

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

Form 725-000-01
 STRATEGIC
 DEVELOPMENT
 OGC 7/11/2022

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

19. Miscellaneous:

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in

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

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 7/11/2022

contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

- g. Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

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

AGENCY Jacksonville Port Authority

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

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

Title: _____

Title: Urban Planning and Modal Administrator

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

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

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 7/11/2022

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): This project provides for Department participation in Jaxport's seaport security initiative. The intent of the project is to harden port access points and perimeters to manage Maritime Transportation Safety Act (MTSA) compliance, maritime domain awareness, incident response, and overall facility security

B. Project Location (limits, city, county, map): Jacksonville Port Authority/Jacksonville, FL/

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): This project includes the procurement and installation of capital equipment to complete the activities described in the Project Description, including: Motorized gate operators, turnstiles, barricades, ballistic hardening (mobile/fixed barricades, glass, doors, windows or film), fencing, electronic TWIC access control readers (Bio-metric), intercoms, CCTV (I.D. verification screening/Thermal / LPR / Mobile / Solar), and perimeter detection sensors (Motion / Thermal / Radar), electronic signage (Fixed and Mobile) and big voice speakers (Fixed and Mobile).?

D. Deliverable(s):

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

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

F. Transit Operating Grant Requirements (Transit Only):

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

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

Form 725-000-02
 STRATEGIC
 DEVELOPMENT
 OGC 7/11/2022

EXHIBIT B

Schedule of Financial Assistance

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

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
444930-1-94-05	DPTO	088794	2024	751000	55.005	Seaport Grant Program	\$131,250.00
444930-1-94-05	LF	088794	2024	751000	55.005	Seaport Grant Program	\$43,750.00
Total Financial Assistance							\$175,000.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$131,250.00	\$43,750.00	\$0.00	\$175,000.00	75.00	25.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$131,250.00	\$43,750.00	\$0.00	\$175,000.00			

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

Scope Code and/or Activity Line Item (ALI) (Transit Only)	
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BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

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

Kyle Coffman

Department Grant Manager Name

Signature

Date

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

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 7/11/2022

EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

1. Design and Construction Standards and Required Approvals.

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

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

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 7/11/2022

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

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

Form 725-000-02
 STRATEGIC
 DEVELOPMENT
 OGC 7/11/2022

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

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

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

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 7/11/2022

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

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

Insert District PIO contact info:
Phone: (904) 360-5457; FAX: (904) 360-5519

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

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

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

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 7/11/2022

ENGINEER’S CERTIFICATION OF COMPLIANCE

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

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

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

By: _____, P.E.

SEAL:

Name: _____

Date: _____

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

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 7/11/2022

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 7/11/2022

**EXHIBIT E
PROGRAM SPECIFIC TERMS AND CONDITIONS – SEAPORTS**

A. General.

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

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

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

C. Duration of Terms and Assurances.

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

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

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

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

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

F. Consistency with Local Government Plans.

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

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

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 7/11/2022

3. The Agency assures that the Comprehensive Master Plan, if applicable, is incorporated as part of the approved local government comprehensive plan as required by Chapter 163, F.S.

G. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

1. Acquire the land in accordance with federal and state laws governing such action.
2. Maintain direct control of Project administration, including:
 - a. Maintain responsibility for all related contract letting and administrative procedures.
 - b. Ensure a qualified, State certified general appraiser provides all necessary services and documentation.
 - c. Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
 - d. Establish a Project account for the purchase of the land.
 - e. Collect and disburse federal, state, and local Project funds.
3. The Agency assures that it shall use the land for seaport purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.

H. Preserving Rights, Powers and Interest.

1. The Agency will not take or permit any action that would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, it will act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
2. If an arrangement is made for management and operation of the funded facility or equipment by any entity or person other than the Agency, the Agency shall reserve sufficient rights and authority to ensure that the funded facility or equipment will be operated and maintained in accordance with the terms and assurances of this Agreement.
3. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in the funded facility or equipment without prior written approval by the Department. This assurance shall not limit the Agency's right to lease seaport property, facilities or equipment for seaport-compatible purposes in the regular course of seaport business.

I. Third Party Contracts. The Department reserves the right to approve third party contracts, except that written approval is hereby granted for:

1. Execution of contracts for materials from a valid state or intergovernmental contract. Such materials must be included in the Department approved Project scope and/or quantities.
2. Other contracts less than \$5,000.00 excluding engineering consultant services and construction contracts. Such services and/or materials must be included in the Department approved Project scope and/or quantities.
3. Construction change orders less than \$5,000.00. Change orders must be fully executed prior to performance of work.
4. Contracts, purchase orders, and construction change orders (excluding engineering consultant services) up to the threshold limits of Category Three. Such contracts must be for services and/or materials included in the Department approved Project scope and/or quantities. Purchasing Categories and Thresholds are defined in Section 287.017, F.S., and Chapter 60, Florida Administrative Code. The threshold limits are adjusted periodically for inflation, and it shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Agreement comply with the current threshold limits. Obligations made in excess of the appropriate limits shall be cause for Department non-participation.
5. In all cases, the Agency shall include a copy of the executed contract or other agreement with the backup documentation of the invoice for reimbursement of costs associated with the contract.

J. Inspection or verification and approval of deliverables. Section 215.422(1), F.S., allows 5 working days for the approval and inspection of goods and services unless the bid specifications, purchase orders, or contracts specifies otherwise. The Agreement extends this timeline by specifying that the inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of an invoice.

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

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 7/11/2022

K. Federal Navigation Projects

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

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

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

-- End of Exhibit E --

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

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 7/11/2022

EXHIBIT F

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

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

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

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

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

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

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

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

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

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

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

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

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

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 7/11/2022

EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation
State Project Title: Seaport Grant Program
CSFA Number: 55.005
***Award Amount:** \$131,250

*The award amount may change with amendments

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

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

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

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

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

AC-2024-02-03
Reference No.

File

02/21/2024
Date

SUBJECT: Purchase of Six (6) Hybrid Electric RTG Cranes
JPA Project No.: G2023.02 JPA Contract No.: EQ-1933
Mi-Jack Products, Inc.

COST: \$21,353,358.00 BUDGETED NON-BUDGETED

BACKGROUND:

This procurement is for the purchase of six (6) hybrid electric RTG Cranes. These hybrid electric RTG cranes are being procured as part of the FY22 Port Infrastructure Development Program for SSA Jacksonville at BIMT.

On November 16, 2023, Procurement Services solicited bids from qualified contractors for this project. On January 5, 2024, Procurement Services received one (1) conforming bid from Mi-Jack Products, Inc., and two (2) non-conforming bids from ZPMC USA and Konecranes.

After review of all bids received, it is the consensus of SSA Jacksonville and the Engineering Department to recommend award to Mi-Jack Products, Inc., the lowest, most responsive and, responsible bidder.

EXPENSE CATEGORY:

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

This is a budgeted capital item for FY 24, and will be funded with 50% Federal funds and 50% SSA funds.

FINANCIAL:

Available Budget:	\$47,035,904
Proposed Expense:	<u>\$21,353,358</u>
Remaining Balance:	\$25,682,546

RECOMMENDATION:

Management recommends that the Board of Directors approve the issuance of a contract to Mi-Jack Products, Inc., for the purchase of six (6) RTG cranes in the amount of \$21,353,358.00.

AC-2024-02-03

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: Mi-Jack Products, Inc., Bid Form dated 01/03/2024
Unofficial Bid Results

ORIGINATED BY:

[Signature Box]

Kelsey Cox, Sr. Director, Engineering & Construction

SUBMITTED FOR APPROVAL

[Signature Box]

Retta Rogers, Director, Procurement Services

AWARDS COMMITTEE ACTION

[Signature Box]

APPROVED/REJECTED/DEFERRED

CONDITIONS OF APPROVAL (IF ANY):

[Signature Box]

Sandra Platt, Secretary to Awards Committee

[Signature Box]

Robert Peek, Chair to Awards Committee

CHIEF EXECUTIVE OFFICER ACTION

[Signature Box]

APPROVED/REJECTED/DEFERRED

CONDITIONS OF APPROVAL (IF ANY):

[Signature Box]

Eric B. Green, Chief Executive Officer

CONDITIONS OF APPROVAL (IF ANY):

_____ Rebecca Dicks, Corporate Secretary

BOARD DECISION

[Signature Box]

APPROVED/REJECTED/DEFERRED

CONDITIONS OF APPROVAL (IF ANY):

_____ Board Chairman

_____ Board Secretary



P.O. Box 3005
 Jacksonville, Florida 32206-0005
 (904) 357-3062

CAPITAL PURCHASE ORDER

VENDOR: Mi-Jack Products, Inc. #15490 **CONTRACT NO:** EQ-1933

ADDRESS: 3111 W. 167th Street **REQUESTING DEPT:** Engineering
Hazel Crest, IL 60429 **JAXPORT TELEPHONE:** (904)357-3072
Aaron Newton, Vice President **JAXPORT CONTACT:** Justin Ryan

TELEPHONE/FAX: (708)589-4906 **G/L ACCT. #:** 003.2050.EQ-1933.G2023.02

DESCRIPTION					
Purchase of Six (6) Hybrid Electric RTG Cranes. All General Conditions, Special Conditions “Federal Requirements”, Delivery, Equipment & Warranty Requirements and Quantities to be Purchased, etc. are in accordance with ITB EQ-1933B.					
ITEM	DESCRIPTION	QUANTITY	UOM	UNIT COST	TOTAL COST
1	Hybrid Electric RTG Cranes	6	EA	\$3,478,993.00	\$20,873,958.00
2	OEM – Certified Maintenance/Service Training	1	EA	\$ 12,780.00	\$ 12,780.00
3	Shipping & Handling	6	EA	\$ 77,770.00	\$ 466,620.00
TOTAL COST ITEMS (1-3)					\$21,353,358.00
Delivery: Jacksonville, Container Terminal, SSA Jacksonville Blount Island Marine Terminal 5800 William Mills Street Jacksonville, FL 32226 Lead Time in Weeks: 127					
COO APPROVAL:			AUTHORIZED COST: \$ 21,353,358.00		

REQUESTED BY:

ENGINEERING APPROVAL:

PROCUREMENT APPROVAL:

CHIEF EXECUTIVE OFFICER:

FINANCE-original VENDOR-copy ISSUING DIVISION-copy ENGINEERING-copy

**ARTICLE III
BID FORM**

BIDDER'S NAME: Mi-Jack Products, Inc.

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.

Submit prices for the purchase of Six (6) Hybrid Electric RTG CRANES at Jacksonville Container Terminal, SSA Jacksonville, Blount Island Marine Terminal, 5800 William Mills Street, Jacksonville, FL 32226 including all costs associated with delivery, freight, surcharge, and any other related charges. All prices to be FOB Blount Island Marine Terminal, Attn: Jose Iribarren, SSA Jacksonville, 5800 William Mills Street, Jacksonville, FL 32226. Delivery hours are 8:00 AM to 3:00 PM Monday thru Friday. No weekend deliveries allowed. JAXPORT will not pay any transportation insurance and or import charges

Specifications: RTG Cranes (6 each): Hybrid Electric Power System. 45 Ton/40.8 Metric Tonnes capacity under spreader. Gantry span: 7+1; Lift height: 1 over 6 Sixteen (16) wheel; Hoist speed (empty): 50 m/min / 164 feet/min; Hoist speed (laden) 30 m/min / 98 feet/min; Trolley traverse speed: 70 m/min / 230 feet/min; Gantry speed (empty): 130 m/min / 4.9 mph; Gantry speed (laden): 70 m/min / 2.6 mph; Gantry speed (transverse empty): 70 m/min / 2.6 mph; Gantry slope: 2%; Trolley slope: 2%; Hoist: Single hoist drum: internal gearbox , electric motor and disk braking system. (8) point multi-directional mechanical anti-sway reeving with (2) parts of line at each connection point; Spreader: 20/40 position settings, Skew (±5.0°), Pitch (±2.5°), Damage Prevention System/Collision Prevention System, Wide Twistlock Position option; Simultaneous hoist, trolley and gantry movement; Pedestrian safety system ('cow catcher' or equivalent at wheels).

RTG Cranes must comply with the domestic preference requirements outlined in the Build America, Buy America Act (Pub. L. 117-58, Division G, Title IX, Subtitle A, November 15, 2021).

PURCHASE OF SIX (6) HYBRID ELECTRIC RTG CRANES – TIER 4 TOP PICKS					
Item	Description	Estimate Quantity	UOM	Unit Cost	Total Cost
1.	Hybrid Electric RTG CRANES <small>(for delivery to Blount Island Marine Terminal, Attn: Jose Iribarren, SSA Jacksonville, 5800 William Mills Street, Jacksonville, FL 32226)</small>	6	EA	\$3,478,993.00	\$20,873,958.00
2.	OEM-Certified Maintenance/Service Training	1	EA	\$12,780.00	\$12,780.00
3.	Shipping & Handling	6	EA	\$77,770.00	\$ 466,620.00
TOTAL COST ITEMS (1-3)					\$21,353,358.00

Manufacturer's Warranty: See Warranty Appendix

Lead Time In Weeks: 127 Weeks

Failure to provide above information in stated format may result in rejection of Bid.

BIDDER'S CERTIFICATION

1) Certification and Representations of the Bidder

By signing and submitting a Bid, the Bidder certifies and represents as follows:

- A. That it has carefully examined all available records and conditions, including sites if applicable, and the requirements and specifications of these Contract Documents prior to submitting its Bid. Where the Bidder visits sites, no work or other disturbance is to be performed while at the site without written permission by JAXPORT in advance of the site visit.
- B. That every aspect of its submitted Bid, including the Contract Price, are based on its own knowledge and judgment of the conditions and hazards involved, and not upon any representation of JAXPORT. JAXPORT assumes no responsibility for any understanding or representation made by any of its representatives during or prior to execution of the Contract unless such understandings or representations are expressly stated in the Contract and the Contract expressly provides that JAXPORT assumes the responsibility.
- C. That the individual signing the Bid is a duly authorized agent or officer of the firm. Bids submitted by a corporation must be executed in the corporate name by the President or Vice President. If an individual other than the President or Vice President signs the Bid, satisfactory evidence of authority to sign must be submitted with the Bid. If the Bid is submitted by a partnership, the Bid must be signed by a partner whose title must appear under the signature. If an individual other than a partner signs the Bid, satisfactory evidence of authority to sign must be submitted with the Bid. The corporation or partnership must be in active status at the Florida Division of Corporations at the time of submission of the Bid.
- D. That the firm maintains in active status any and all licenses, permits, certifications, insurance, bonds and other credentials including not limited to Contractor's license and occupational licenses necessary to perform the services. The Bidder also certifies that, upon the prospect of any change in the status of applicable licenses, permits, certifications, insurances, bonds or other credentials, the Bidder shall immediately notify JAXPORT of status change.
- E. That it read understands and will comply with Article 1.15, Public Entity Crime "Exhibit B" and Conflict of Interest Certificate "Exhibit A" of these instructions to Bidders.

BIDDER'S ATTESTATION

Initials: ACN Date: 1-3-24

I hereby attest that I, as the Bidder, have fully read the U.S. Department of Transportation Maritime Administration, General Terms and Conditions Under the Fiscal Year 2022 Port Infrastructure Development Program Grant for this Project (ATTACHMENT NO. 3 of EQ-1933). I hereby attest that I, as the Bidder, understand all of the applicable laws and regulations for this Project and agree to fully comply with all of the applicable laws, regulations, and funding/appropriation requirements and limitations. I understand that failure to comply with the applicable laws, regulations, and funding/appropriation requirement and limitations may result in a termination of the contract and/or financial penalties.

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**INVITATION TO BID EQ-1933
PURCHASE OF SIX (6) HYBRID ELECTRIC RTG CRANES**

BIDDER'S ACKNOWLEDGMENT

I hereby acknowledge, as Bidder's authorized agent, that I have fully read and understand all terms and conditions as set forth in this Invitation to Bid (ITB), I have met all requirements (See Article IV), and will fully comply with such terms and conditions.

Date: 1-3-24

Company Name: Mi-Jack Products, Inc.

Bidder is a (check one): Corporation Partnership Individual

Authorized Agent's Name: Aaron C. Newton

Authorized Agent's Signature: 

Authorized Agent's Title: Vice President

Authorized Agent's Email Address: anewton@mi-jack.com

Telephone Number: (708)589-4906 Fax Number: N/A

Federal Identification Number : 36-4011906

Remittance Address: 3111 W. 167th Street

City: Hazel Crest State: IL Zip Code: 60429

The following items must be submitted with the Bid Form:

- (1) Bid Form Article III - (Pages A3-1 thru A3-3);
- (2) Acknowledgement of Addenda, *if any*
- (3) Conflict of Interest Certificate (Exhibit "A")
- (4) Sworn Statement of Public Entity Crimes (Exhibit "B")
- (5) E-Verify Compliance Form (Exhibit "C")
- (6) Warranty, include copies of all details

Failure to provide above information in stated format may be grounds for rejection of Bid.

Prices must include all shipping and handling and must remain firm for a period of 30 calendar days from receipt of proposal.

Project: ITB_EQ-1933 Purchase of Six (6) Hybrid Electric RTG Cranes Bid Open Date: January 5, 2024 at 2:00 PM				ZPMC USA/SHANGHAI ZHENHUA HEAVY INDUSTRIES CO., LTD		MI-JACK PRODUCTS		KONECRANES	
Conflict of Interest Form				Y		Y		Y	
Public Entity Crime Form				Y		Y		Y	
E-Verify				Y		Y		Y	
Acknowledgement of Addenda 1, 2 & 3				1 & 2 (Addendum 3-see below)		Y		Addenda submitted w/no sign.	
Item No.	Description	Quantity	UoM	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
TOTAL COST (ITEMS 1 - 3)									
1	HYBRID ELECTRIC RTG CRANES	6	EA	\$ 2,710,000.00	\$ 16,260,000.00	\$ 3,478,993.00	\$ 20,873,958.00	\$ 5,752,928.00	\$ 34,517,568.00
2	OEM - Certified Maintenance/Service Training	1	EA	Included	Included	\$ 12,780.00	\$ 12,780.00	Included	Included
3	SHIPPING & HANDLING	6	EA	Included	Included	\$ 77,770.00	\$ 466,620.00	\$ 166,543.00	\$ 999,258.00
TOTAL COST (ITEMS 1 - 3) Cost Total				\$ 16,260,000.00		\$ 21,353,358.00		\$ 35,516,826.00	
Bidder Requirements				Addendum No. 3 acknowledged via e-Builder.		Line 2 price varies from e-Builder Bid Tab.		Line 1 price varies from Bid Form due to calculation error. Addenda acknowledged via e-Builder.	
Manufacturer's Warranty:				Please refer to ZPMC Quotation Letter		See Warranty Appendix		2-y general/5-y Konecranes, gears, drives, motors	
Lead Time In Weeks:				64 Weeks		127 Weeks		92 Weeks	

Recorded By: Sandra Platt
Sandra Platt (Jan 8, 2024 10:01 EST)

Witness: Jerrie Gunder
Jerrie Gunder (Jan 8, 2024 10:05 EST)

Witness: Michael McCoy
Michael McCoy (Jan 8, 2024 10:07 EST)

Director, Procurement Services: Betta Rogers
Betta Rogers (Jan 8, 2024 12:14 EST)

APPARENTLY CONFORMING

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

AC-2024-02-04
Reference No.

File

02/21/2024
Date

SUBJECT: Purchase of Seven (7) Tier 4 Diesel Top Picks
JPA Project No.: G2023.02 JPA Contract No.: EQ-1933B
Big Red Incorporated

COST: \$5,932,990.00 BUDGETED NON-BUDGETED

BACKGROUND:

This procurement is for the purchase of seven (7) tier 4 diesel top picks. These tier 4 diesel top picks are being procured as part of the FY22 Port Infrastructure Development Program for SSA Jacksonville at BIMT, quantity six (6) and Crowley Logistics at TMT, quantity one (1).

On December 7, 2023, Procurement Services solicited bids from qualified contractors for this project. On January 4, 2024, Procurement Services received one (1) conforming bid from Big Red Incorporated and two (2) non-conforming bids from Ring Power Corporation and Linder Industrial Machinery.

After review of all bids received, it is the consensus of SSA Jacksonville, Crowley Logistics and the Engineering Department to recommend award to Big Red Incorporated, the lowest, most responsive and responsible bidder.

EXPENSE CATEGORY:

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

This is a budgeted capital item for FY 24, and will be funded with 50% Federal funds and 50% Tenant funds.

FINANCIAL:

Available Budget: \$23,682,546
Proposed Expense: \$ 5,932,990
Remaining Balance: \$17,749,556

RECOMMENDATION:

Management recommends that the Board of Directors approve the issuance of a contract to Big Red Incorporated, for the purchase of seven (7) tier 4 diesel top picks in the amount of \$5,932,990.00.

AC-2024-02-04

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: Big Red Incorporated Bid Form dated 12/29/2023
Unofficial Bid Results

ORIGINATED BY:

Kelsey Cox, Sr. Director, Engineering & Construction

SUBMITTED FOR APPROVAL

Retta Rogers, Director, Procurement Services

AWARDS COMMITTEE ACTION

APPROVED/REJECTED/DEFERRED

CONDITIONS OF APPROVAL (IF ANY):

Sandra Platt, Secretary to Awards Committee

Robert Peek, Chair to Awards Committee

CHIEF EXECUTIVE OFFICER ACTION

APPROVED/REJECTED/DEFERRED

CONDITIONS OF APPROVAL (IF ANY):

Eric B. Green, Chief Executive Officer

CONDITIONS OF APPROVAL (IF ANY):

_____ Rebecca Dicks, Corporate Secretary

BOARD DECISION

APPROVED/REJECTED/DEFERRED

CONDITIONS OF APPROVAL (IF ANY):

_____ Board Chairman

_____ Board Secretary



P.O. Box 3005
 Jacksonville, Florida 32206-0005
 (904) 357-3062

CAPITAL PURCHASE ORDER

VENDOR: Big Red Incorporated #15489 **CONTRACT NO:** EQ-1933B

ADDRESS: PO Box 71315 **REQUESTING DEPT:** Engineering

North Charleston, SC 29415 **JAXPORT TELEPHONE:** (904)357-3072

Charles A Rhodes, Owner **JAXPORT CONTACT:** Justin Ryan

TELEPHONE/FAX: (843)566-9982 **G/L ACCT. #:** 003.2050.EQ-1933B.G2023.02

DESCRIPTION					
Purchase of Seven (7) Tier 4 Diesel Top Picks. All General Conditions, Special Conditions "Federal Requirements", Delivery, Equipment & Warranty Requirements and Quantities to be Purchased, etc. are in accordance with ITB EQ-1933B.					
ITEM	DESCRIPTION	QUANTITY	UOM	UNIT COST	TOTAL COST
1	Tier 4 Diesel Top Picks – SSA Jacksonville	6	EA	\$ 794,815.00	\$4,768,890.00
2	Shipping & Handling – SSA Jacksonville	6	EA	\$ 45,000.00	\$ 270,000.00
3	Tier 4 Diesel Top Picks – Crowley	1	EA	\$ 836,100.00	\$ 836,100.00
4	Shipping & Handling – Crowley	1	EA	\$ 45,000.00	\$ 45,000.00
5	OEM-Certified Maintenance/Service Training	2	EA	\$ 6,500.00	\$ 13,000.00
TOTAL COST ITEMS (1-5)					\$5,932,990.00
Delivery: SSA Jacksonville – Blount Island Marine Terminal Attn: Jose Iribarren 5800 Williams Street Jacksonville, FL 32226 Manufacturer's Warranty: 1 year or 2,000 hours Lead Time in Weeks: SSA (2) 4 weeks and (4) 36 – 40 weeks			Delivery: Crowley – Talleyrand Marine Terminal Attn: Andy Davis 3001 Talleyrand Avenue Jacksonville, FL 32206 Manufacturer's Warranty: 1 year or 2,000 hours Lead Time in Weeks: Crowley (1) 32 – 36 weeks		
COO APPROVAL:			AUTHORIZED COST: \$ 5,932,990.00		

REQUESTED BY:

ENGINEERING APPROVAL:

PROCUREMENT APPROVAL:

CHIEF EXECUTIVE OFFICER:

**ARTICLE III
BID FORM**

BIDDER'S NAME: Big Red, Inc.

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.

Submit prices for the purchase of Seven (7) Tier 4 Diesel Top Picks for Jacksonville Container Terminal, SSA Jacksonville, Blount Island Marine Terminal, quantity six (6) and Crowley, Talleyrand Marine Terminal, quantity one (1), including all costs associated with delivery, freight, surcharge, and any other related charges. All prices to be FOB Blount Island Marine Terminal, Attn: Jose Iribarren, SSA Jacksonville, 5800 William Mills Street, Jacksonville, FL 32226 and FOB Talleyrand Marine Terminal, Attn: Andy Davis, Crowley, 3001 Talleyrand Avenue, Jacksonville, FL 32206. Delivery hours are 8:00 AM to 3:00 PM Monday thru Friday. No weekend deliveries allowed. JAXPORT will not pay any transportation insurance and or import charges

Specifications: See Appendix A – SSA Jacksonville Technical Specifications and Appendix B – Crowley Technical Specifications. Tier 4 Diesel Top Picks must be compatible with Taylor parts and maintenance.

Tier 4 Diesel Top Picks must comply with the domestic preference requirements outlined in the Build America, Buy America Act (Pub. L. 117-58, Division G, Title IX, Subtitle A, November 15, 2021).

PURCHASE OF SEVEN (7) TIER 4 DIESEL TOP PICKS					
Item	Description	Estimate Quantity	UOM	Unit Cost	Total Cost
1.	Tier 4 Diesel Top Picks – SSA Jacksonville (for delivery to Blount Island Marine Terminal, Attn: Jose Iribarren, SSA Jacksonville, 5800 William Mills Street, Jacksonville, FL 32226) See "APPENDIX A"	6	EA	\$794,815.00	\$ 4,768,890.00
2.	Shipping & Handling – SSA Jacksonville	6	EA	\$45,000.00	\$270,000.00
3.	Tier 4 Diesel Top Picks - Crowley (for delivery to Talleyrand Marine Terminal, Attn: Andy Davis, Crowley, 3001 Talleyrand Avenue, Jacksonville, FL 32206) – See "APPENDIX B"	1	EA	\$836,100.00	\$ 836,100.00
4.	Shipping & Handling – Crowley	1	EA	\$45,000.00	\$45,000.00
5.	OEM-Certified Maintenance/Service Training	2	EA	\$6,500.00	\$13,000.00
TOTAL COST ITEMS (1 - 5)					\$5,932,990.00

Manufacturer's Warranty: 1 year or 2,000 hours

Lead Time in Weeks: SSA (2) 4 weeks
SSA (4) 36 - 40 weeks
Crowley (1) 32 - 36 weeks **Weeks**

Failure to provide above information in stated format may result in rejection of Bid.

BIDDER'S CERTIFICATION

1) Certification and Representations of the Bidder

By signing and submitting a Bid, the Bidder certifies and represents as follows:

- A. That it has carefully examined all available records and conditions, including sites if applicable, and the requirements and specifications of these Contract Documents prior to submitting its Bid. Where the Bidder visits sites, no work or other disturbance is to be performed while at the site without written permission by JAXPORT in advance of the site visit.
- B. That every aspect of its submitted Bid, including the Contract Price, are based on its own knowledge and judgment of the conditions and hazards involved, and not upon any representation of JAXPORT. JAXPORT assumes no responsibility for any understanding or representation made by any of its representatives during or prior to execution of the Contract unless such understandings or representations are expressly stated in the Contract and the Contract expressly provides that JAXPORT assumes the responsibility.
- C. That the individual signing the Bid is a duly authorized agent or officer of the firm. Bids submitted by a corporation must be executed in the corporate name by the President or Vice President. If an individual other than the President or Vice President signs the Bid, satisfactory evidence of authority to sign must be submitted with the Bid. If the Bid is submitted by a partnership, the Bid must be signed by a partner whose title must appear under the signature. If an individual other than a partner signs the Bid, satisfactory evidence of authority to sign must be submitted with the Bid. The corporation or partnership must be in active status at the Florida Division of Corporations at the time of submission of the Bid.
- D. That the firm maintains in active status any and all licenses, permits, certifications, insurance, bonds and other credentials including not limited to Contractor's license and occupational licenses necessary to perform the services. The Bidder also certifies that, upon the prospect of any change in the status of applicable licenses, permits, certifications, insurances, bonds or other credentials, the Bidder shall immediately notify JAXPORT of status change.
- E. That it read understands and will comply with Article 1.15, Public Entity Crime "Exhibit B" and Conflict of Interest Certificate "Exhibit A" of these instructions to Bidders.

BIDDER'S ATTESTATION

Initials: CAH Date: 1-3-2024

I hereby attest that I, as the Bidder, have fully read the U.S. Department of Transportation Maritime Administration, General Terms and Conditions Under the Fiscal Year 2022 Port Infrastructure Development Program Grant for this Project (ATTACHMENT NO. 3 of EQ-1933B). I hereby attest that I, as the Bidder, understand all of the applicable laws and regulations for this Project and agree to fully comply with all of the applicable laws, regulations, and funding/appropriation requirements and limitations. I understand that failure to comply with the applicable laws, regulations, and funding/appropriation requirement and limitations may result in a termination of the contract and/or financial penalties.

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**INVITATION TO BID EQ-1933B
PURCHASE OF SEVEN (7) TIER 4 DIESEL TOP PICKS**

BIDDER'S ACKNOWLEDGMENT

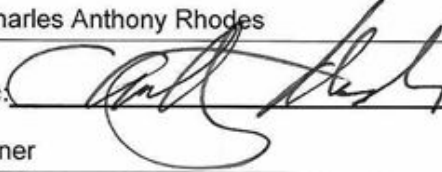
I hereby acknowledge, as Bidder's authorized agent, that I have fully read and understand all terms and conditions as set forth in this Invitation to Bid (ITB), I have met all requirements (See Article IV), and will fully comply with such terms and conditions.

Date: 12/29/2023

Company Name: Big Red, Inc.

Bidder is a (check one): Corporation Partnership Individual

Authorized Agent's Name: Charles Anthony Rhodes

Authorized Agent's Signature: 

Authorized Agent's Title: Owner

Authorized Agent's Email Address: a.rhodes@bigredinc.com

Telephone Number: 843-566-9982 Fax Number: 844-270-5628

Federal Identification Number : 57-0955400

Remittance Address: Big Red, Inc.

P.O. Box 71315

City: North Charleston State: SC Zip Code: 29415

The following items must be submitted with the Bid Form:

- (1) Bid Form Article III - (Pages A3-1 thru A3-3);
- (2) Acknowledgement of Addenda, *if any*
- (3) Conflict of Interest Certificate (Exhibit "A")
- (4) Sworn Statement of Public Entity Crimes (Exhibit "B")
- (5) E-Verify Compliance Form (Exhibit "C")
- (6) Warranty, include copies of all details

Failure to provide above information in stated format may be grounds for rejection of Bid.

Prices must include all shipping and handling and must remain firm for a period of 60 calendar days from receipt of proposal.

Project: ITB_EQ-1933B PURCHASE OF SEVEN (7) TIER 4 DIESEL TOP PICKS Bid Date: THURSDAY, JANUARY 4, 2024 AT 2:00 PM				RING POWER		LINDER INDUSTRIAL MACHINERY		BIG RED INCORPORATED	
CONFLICT OF INTEREST FORM				Y		Y		Y	
PUBLIC ENTITY CRIME FORM				Y		Y		Y	
E-VERIFY				Y		Y		Y	
ACKNOWLEDGMENT OF ADDENDUM NO. 01				Acknowledged via E-Builder		Y		Y	
	Description	Quantity	UoM	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
BASE BID									
1	Tier 4 Diesel Top Picks - SSA Jacksonville	6	EA	\$ 622,926.00	\$ 3,737,556.00	\$ 743,501.00	\$ 4,461,006.00	\$ 794,815.00	\$ 4,768,890.00
2	Shipping & Handling - SSA Jacksonville	6	EA	\$ 108,500.00	\$ 651,000.00	\$ 6,000.00	\$ 36,000.00	\$ 45,000.00	\$ 270,000.00
3	Tier 4 Diesel Top Picks - Crowley	1	EA	\$ 695,435.00	\$ 695,435.00	\$ 846,951.00	\$ 846,951.00	\$ 836,100.00	\$ 836,100.00
4	Shipping & Handling - Crowley	1	EA	\$ 108,500.00	\$ 108,500.00	\$ 6,000.00	\$ 6,000.00	\$ 45,000.00	\$ 45,000.00
5	OEM-Certified Maintenance/Service Training	2	EA	\$ 3,261.00	\$ 6,522.00	Included	\$ Included -	\$ 6,500.00	\$ 13,000.00
Base Bid Cost Total				\$	5,199,013.00	\$	5,349,957.00	\$	5,932,990.00

BID SUMMARY							
Total Cost Items (1-5):		\$	5,199,013.00	\$	5,349,957.00	\$	5,932,990.00

Manufacturer's Warranty:	12 month/2k hours full	12 Months/2000 hours	1 year or 2,000 hours
	36 month/6,000 wet disc brakes		
Lead Time in Weeks:	56 Weeks after receipt of order	45 - 55 Weeks	\$SA (2) 4 Weeks \$SA (4) 36 - 40 Weeks Crowley (1) 32- 36 Weeks

Recorded By: *Sandra Platt*
Sandra Platt (Jan 5, 2024 08:24 EST)

Witness: *Terrie Gunder*
Terrie Gunder (Jan 5, 2024 08:58 EST)

Witness: *Michael McCoy*
Michael McCoy (Jan 5, 2024 09:13 EST)

Director, Procurement Services: *Patricia Brown*
Patricia Brown (Jan 5, 2024 09:24 EST)

APPARENTLY CONFORMING

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

AC-2024-02-01
Reference No.

File

02/21/2024
Date

SUBJECT: Terminal Development for SET – CM at Risk GMP5 Packages
JPA Project No.: B2022.11 JPA Contract No.: AE-1830 CO#11
JE Dunn Construction Company

COST: \$12,110,023.00 BUDGETED NON-BUDGETED

BACKGROUND:

This package consists of the remaining concrete, steel, plumbing, HVAC, and electrical work for the ancillary buildings as well as cabinets, exterior finishes, flooring, painting, tile, awnings and pre-engineered metal building structures, in addition to items required to complete such portion of work as described in early release bid packages described herein, on the 89 acres located on Blount Island for AE-1830 Terminal Development for SE Toyota.

On Friday, December 13, 2023 JE Dunn Construction Company, Construction Manager at Risk (CMAR) for the AE-1830 Terminal Development for SE Toyota Project, solicited bids from qualified and licensed contractors for twelve (12) separate bids packages for the scopes of work listed above. On Tuesday, December 19, 2023, a non-mandatory pre-bid conference was held virtually via a “Microsoft Teams” meeting. JE Dunn received bids for these packages from January 17 – 19, 2024.

After review of the conforming bids, it is the recommendation of JE Dunn Construction Company and Southeast Toyota to award the following bidders for each scope of work for those who offered the lowest, responsive, and responsible bid for their respected bid packages.

	Scope of Work	Selected Bidder
1	Concrete	Danko Concrete Construction, LLC
2	Structural Steel	GMF Steel Group
3	Plumbing	Sauer Mechanical
4	HVAC	Paulson Cheek Mechanical, Inc.
5	Electrical	Miller Electric
6	Cabinetry & Millwork	Custom Cabinets
7	Exterior Finish Systems	Premier Exteriors
8	Flooring – Tile	C.C. Owen Tile Company
9	Flooring – Resilient Flooring	Spectra Contract Flooring
10	Painting & Staining	Baker Paint & Contracting
11	Awnings – Aluminum Awnings	Peachtree Awnings
12	Painting & Staining	Superior Metal Building, Inc.

EXPENSE CATEGORY:

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

This is a budgeted capital item for FY 24, and will be funded with 50% FDOT funds and 50% SET funds up to a maximum spend of \$39,560,000 million. Excess funds above that amount are the responsibility of SET.

AC-2024-02-01

FINANCIAL:

Available Budget:	\$31,272,039
Proposed Expense:	<u>\$12,110,023</u>
Remaining Balance:	\$19,162,016

RECOMMENDATION:

Management recommends that the Board of Directors approve the issuance of Change Order No. 11 to JE Dunn Construction Company in the amount of \$12,110,023 for Terminal Development at SET – CM at Risk GMP5, plus additional contingency at 3% (3,335,807.47) of the total contract cost. The total contract cost to include Change Order No. 1 – 11 is \$111,193,589.22.

AC-2024-02-01

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: JE Dunn Construction Company GMP#5 Request Dated 02/06/2024
Award Recommendation dated 02/12/2024

ORIGINATED BY:

Kelsey Cox, Sr. Director, Engineering & Construction

SUBMITTED FOR APPROVAL

Retta Rogers, Director, Procurement Services

AWARDS COMMITTEE ACTION

APPROVED/REJECTED/DEFERRED

CONDITIONS OF APPROVAL (IF ANY):

Sandra Platt, Secretary to Awards Committee

Robert Peek, Chair to Awards Committee

CHIEF EXECUTIVE OFFICER ACTION

APPROVED/REJECTED/DEFERRED

CONDITIONS OF APPROVAL (IF ANY):

Eric B. Green, Chief Executive Officer

CONDITIONS OF APPROVAL (IF ANY):

_____ Rebecca Dicks, Corporate Secretary

BOARD DECISION

APPROVED/REJECTED/DEFERRED

CONDITIONS OF APPROVAL (IF ANY):

_____ Board Chairman

_____ Board Secretary



P.O. Box 3005
 Jacksonville, Florida 32206-0005
 (904) 357-3062

CAPITAL PURCHASE ORDER

VENDOR: JE Dunn Construction #15379 **CONTRACT NO:** AE-1830-11

ADDRESS: 24 Drayton Street, Suite 400 **REQUESTING DEPT:** Engineering

Savannah, GA 31401 **JAXPORT TELEPHONE:** (904)357-3062

Scott Bodden, Project Manager **JAXPORT CONTACT:** James "Tripper" Jones

TELEPHONE/FAX: scott.bodden@jedunn.com **G/L ACCT. #:** 003.2050.AE-1830.B2022.11

DESCRIPTION	
Change Order No. 7 to CPO 4868	
Provide all necessary labor, materials, equipment and supervision to perform Concrete, Structural Steel, Plumbing, HVAC, Electrical, Cabinetry & Millwork, Exterior Finish Systems, Flooring – Tile & Resilient, Painting & Staining, Awnings, Painting & Staining , services as per GMP Package 5; and Concrete, Plumbing, HVAC Systems, Electrical , services as per GMP3 "Firm Price" Alternates on the 89 acres located at BIMT. Terms and Conditions are in accordance with contract AE-1830. (See GMP Package No. 5 and GMP Package No. 3 "Alternates Only" dated 02/06/2024 attached).	
TOTAL GMP PACKAGE 5 & 3 "ALTERNATES ONLY": \$ 12,110,023.00	
*Current Contract Value to include Change Order No. 1 – 11 is \$111,193,589.22	
COO APPROVAL:	AUTHORIZED COST: \$ 12,110,023.00

REQUESTED BY:

ENGINEERING APPROVAL:

PROCUREMENT APPROVAL:

CHIEF EXECUTIVE OFFICER:

PROCUREMENT PROCESS / AWARD RECOMMENDATION

DATE: 02/12/2024

PROJECT BUDGET TITLE: Terminal Development for SET – CM at Risk – GMP5

PROJECT BUDGET: \$ 44,599,103.30

PROJECT NUMBER: B2022.11

JPA CONTRACT NO.: AE-1830

CHANGE ORDER NO.: 11

TOTAL CO AMOUNT: \$ **12,110,023.00** “GMP5”
 PRIOR CO AMOUNT: \$ **98,383,566.22** “CO 1 – 10”
 ORIGINAL CONTRACT AMOUNT: \$ **700,000.00**
 TOTAL CONTRACT AMOUNT W/CO’s: \$ **111,193,589.22**

IS THE PROJECT/CO WITHIN BUDGET: : YES/NO YES If NO, Complete Budget Transfer as required (H:\Mar_eng\BUDGET\Budget Transfers), contact Terminal Director and provide the following: Capital Account “transfer from”: N/A “Amount of transfer” \$: N/A include email authorization from Director.

PROCUREMENT IN ACCORDANCE WITH SOP 1215: YES/NO YES If NO, provide details:

RECOMMENDED AWARD: YES/NO YES

RECOMMENDED AWARD AMOUNT \$: **12,110,023.00**

Reviewed and Approved for signature by:

	<u>Approved/Disapproved</u>	<u>Signature</u>	<u>Date</u>
JE Dunn, Contractor	APPROVED	<u>Jeffrey Gazaway</u> <small>Jeffrey Gazaway (Feb 9, 2024 17:09 EST)</small>	Feb 9, 2024
Brad Chupp, SET	APPROVED	<u>Bradley Chupp</u> <small>Bradley Chupp (Feb 11, 2024 15:09 EST)</small>	Feb 11, 2024
Retta Rogers, Director	APPROVED	<u>Retta Rogers</u> <small>Retta Rogers (Feb 12, 2024 08:37 EST)</small>	Feb 12, 2024
Jose Vazquez, Director	APPROVED	<u>Jose Vazquez</u> <small>Jose Vazquez (Feb 12, 2024 09:43 EST)</small>	Feb 12, 2024
Kelsey Cox, Sr. Director	APPROVED	<u>Kelsey Cox</u> <small>Kelsey Cox (Feb 12, 2024 10:00 EST)</small>	Feb 12, 2024



www.jedunn.com

Kelsey Cox
Senior Director, Engineering & Construction
Jacksonville Port Authority
2831 Talleyrand Ave.
Jacksonville, Florida 32206

RE: AE-1830 Terminal Development for SE Toyota
SE Toyota – Blount Island Automotive Distribution Facility
GMP – Package #05 – Misc. Scopes of Work

Ms. Cox,

JE Dunn Construction Company is pleased to provide pricing for GMP Package #05, for the AE-1830 Terminal Development for SE Toyota (“SET”).

The scope of services for this proposal includes the remaining concrete, steel, plumbing, HVAC, and electrical work for the ancillary buildings as well as cabinetry and countertops, exterior finishes systems, flooring, painting, tile, awnings and pre-engineered metal canopies structures, as detailed in Appendix A, and based of the Appendix A-1, Drawings and Specifications Log attached herein.

In addition to the cost of work items mentioned above, the GMP Package #05 estimate also includes JE Dunn’s markups for insurances, construction manager’s contingency and contractor’s fee, as allowable by the Prime Contract.

Total for GMP Package #05\$12,110,023.00

- * GMP Package #05 – JE Dunn Owner Change Order Form, attached herein
- * GMP Package #05 – Trade Summary and Detail, attached herein
- * GMP Package #05 – Qualifications and Clarifications, attached in Appendix A
- * GMP Package #05 – Contract Document and Specification Log, attached in Appendix A-1

Should you have any question, please do not hesitate to contact me at 678-781-2548

Sincerely,

JE DUNN CONSTRUCTION

Scott Bodden, Project Executive



DocuSign Envelope ID: BBAE1440-B130-492F-AF8B-919E62638205



J.E. Dunn Construction Company

1001 Locust St
Kansas City MO 64106

CHANGE ORDER

NO. OWNER013

Page: 1 of 1

Title:	GMP Package #05 - Misc. Scopes of Work	Issue Date:	02-05-2024
Project:	Southeast Toyota JAXPORT Facility	Job:	23012000
To:	JACKSONVILLE PORT AUTHORITY	Contract:	23012000
	2831 TALLEYRAND AVE		
	Phone: 904-357-3000		

THE CONTRACT IS CHANGED AS FOLLOWS:
(include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

PCI #	Description	Bill Amount
0046	GMP Package #05	12,110,023.00
Total:		12,110,023.00

The Original Contract Sum was	700,000.00
Net Change by Previously Authorized Requests and Changes	94,604,462.34
The Contract Sum Prior to This Change Order was	95,304,462.34
The Contract Sum will be Increased	12,110,023.00
The New Contract Sum Including This Change Order	107,414,485.34
The Contract Time Will Not Be Changed	

Note: This Change Order does not include changes in the Contract sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and the Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

Not valid unless signed by the required parties

ACCEPTED:

J.E. Dunn Construction Company DocuSigned by: Signed: <u>Jeff Gazaway</u> Print: <u>Jeff Gazaway</u> Date: <u>February 7, 2024 7:18:40 CST</u>	SOUTHEAST TOYOTA DocuSigned by: Signed: <u>Brad Chupp</u> Print: <u>Brad Chupp</u> Date: <u>February 7, 2024 7:51:28 CST</u>	CMS GROUP DocuSigned by: Signed: <u>Pat Gaccetta</u> Print: <u>Pat Gaccetta</u> Date: <u>February 7, 2024 5:23:56 PST</u>
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Date 2/6/2024 5:55 PM

TradeSummary

Page 9

SE Toyota Blount Is.
Jacksonville, FL
February 6th, 2024
GMP Package #05



436,459 SF

Scope Num	Cost Code	Description	GMP 5 Package	Comments
100A	01 00 00	General Conditions		
100A	01 10 00	General Requirements		
100A	01 00 01	Preconstruction Services		
03C	03 00 00	Concrete Foundations & Tilt	1,925,100	Base Bid
03A	03 00 10	Load Transfer Platform		
03J	03 35 00	Concrete Finishing		
04A	04 20 00	Masonry		
05A	05 12 00	Structural & Misc Steel	711,029	Excludes GL and Bond, Includes Alternates and VE Option
05E	05 45 00	Unistrut Assemblies		
06D	06 10 10	Rough Carpentry		
06E	06 20 00	Finish Carpentry	250,852	Excludes GL and Bond
07C	07 24 00	Stucco and EIFS	352,198	Base Bid
07F	07 46 00	Cement Fiber Panels		
07G	07 50 00	Roofing		
07L.1	07 90 00	Dampproofing & Waterproofing		
08A	08 10 00	Doors, Frames and Hardware		
08E	08 30 00	Overhead Doors		
08G	08 40 00	Entrances, Storefronts, and Curtain Walls		
09K	09 00 00	Misc Interior Finishes		
09A	09 20 00	Plaster and Gypsum Board		
09C	09 30 00	Tiling	198,150	Excludes GL and Bond
09H	09 60 00	Flooring	260,052	Base Bid, Plus Alterante, Plus 100 bags at unit rate
09B	09 90 00	Painting And Coating	1,410,545	Reference Bid Backup for number
10A.1	10 00 00	Specialties		
10A	10 10 00	Information Specialties		
10G	10 14 00	Signage		
10D	10 26 00	Fiber Reinforced Panels (FRP)		
10P	10 28 00	Toilet Partitions & Accessories		
10I	10 40 00	Safety Specialties		
10H	10 51 00	Lockers & Benches		
10J	10 73 00	Awnings and Canopies	285,538	Base Bid
10A.1	11 00 00	Car Wash Equipment		
11P	11 00 01	Fuel Pump Equipment & Tanks		
11A	11 13 00	Loading Dock Equipment		
11C	11 40 00	Food Service Equipment		
12C	12 20 00	Window Treatments		
13B	13 34 00	PEMC	434,558	Base Bid Plus Alternate
14A	14 20 00	Elevators		
21A	21 00 00	Fire Suppression		
22A	22 00 00	Plumbing	1,747,912	Base Bid Plus Alternate
23A	23 00 00	HVAC	1,540,183	Base Bid
26A	26 00 00	Electrical	1,855,621	Base Bid Plus Lightning Protection Allowance
31G	31 20 00	Earthwork		
31G	31 31 00	Soil Poisoning		
31G	31 32 00	Under Drains		
31E	31 63 00	Deep Foundations		
32A	32 12 00	Asphalt Paving		
32B	32 13 00	Site Concrete		
32C	32 17 23	Pavement Markings		
32H	32 31 00	Fences, Gates & Bollards		
32I	32 32 00	Sitework, Site Utilities, & Retaining Walls		
32G	32 90 00	Planting		
33A	33 00 00	Site Utilities		

Subtotal 10,971,738

Insurance	General Liability Insurance	224,998	1.98% of subtotal above plus " " " items
BRPolicy	Builder's Risk*	0	
BldgPermit	Building Permit	0	
Bond	Public Construction Bond*	0	
SubDefault	Sub Default Program Rate*	164,576	1.5% of sub agreements, or \$10,971,738.00
OtherPBI	Business License	0	
OtherPBI2	Dunn Dashboard	0	
Cont-a	Construction Contingency*	0	Contingency Reconciliation from Previous Packages (2% Contract Sum)
Cont	Construction Contingency*	227,226	2% of line items above
Fee	Fee	521,484	4.5% of line items above
	Subtotal	12,110,023	
Esc	Escalation	0	

Total

\$12,110,023

Date 2/6/2024 5:55 PM

Building

Page 2

SE Toyota Blount Is.
Jacksonville, FL
February 6th, 2024
 GMP Package #05



SET - JAXPORT
436,459 SF

Item	Description	Cost	Cost/SF
1	General Conditions	0	0.00
2	General Requirements	0	0.00
3	Preconstruction Services	0	0.00
4	Demolition	0	0.00
5	Excavation	0	0.00
6	Structure	2,636,129	6.04
7	Enclosure	352,198	0.81
8	Rough Carpentry	0	0.00
9	Finish Carpentry	250,852	0.57
10	Roofing and Sheet Metal	0	0.00
11	Moisture Protection	0	0.00
12	Doors and Hardware	0	0.00
13	Glass and Glazing	0	0.00
14	Interior Partitions	0	0.00
15	Stone and Tile	198,150	0.45
16	Ceilings and Acoustic	0	0.00
17	Flooring	260,052	0.60
18	Painting	1,410,545	3.23
19	Specialties	720,096	1.65
20	Equipment and Furnishings	0	0.00
21	Special Construction	0	0.00
22	Elevators	0	0.00
23	Fire Protection	0	0.00
24	Plumbing	1,747,912	4.00
25	HVAC Systems	1,540,183	3.53
26	Electrical	1,855,621	4.25
	Subtotal*	10,971,738	25.14
	General Liability Insurance 1.98%	224,998	0.52
	Building Permit 0.00%	0	0.00
	Public Construction Bond* 0.58%	0	
	Sub Default Program Rate* 1.50%	164,576	0.38
	Business License 0.01%	0	0.00
	Dunn Dashboard 0.10%	0	0.00
	Construction Contingency* 2.00%	227,226	0.52
	Fee 4.50%	521,484	1.19
	Total	\$12,110,023	\$27.75

Skin/Floor Area Ratio #VALUE!
 Glass/Skin Area Ratio 6%

Total Skin Cost/Contact Area \$3.46 /SF
 Skin Cost/Bldg Area #VALUE! /SF

Date 2/6/2024 5:55 PM

Building

Page 3

Item	Description	Unit	Quantity	Price	Amount	QuantF	Prod
4	Demolition						
		Total			0		\$0.00
5	Excavation						
		Total			0		\$0.00
6	Structure						
	Conc Trade Partner Estimates						
03 00 00	Concrete - Alternates from GMP 3A	LS	1	1,270,100	1,270,100		
03 00 00	Concrete TP Bid	LS	1	655,000	655,000		
	Steel Trade Partner Estimates						
05 12 00	Structural Steel - Alternates from GMP 3A	LS	1	0.00	0		
05 12 00	Structural Steel TP Bid	LS	1	679,470	679,470		
05 12 00	Misc. Safety Railings	LS	1	34,560	34,560		
05 12 00	Credit for Deck at Car Wash	LS	1	-3,001	-3,001		
		Total			2,636,129		\$8.40

Date 2/6/2024 5:55 PM

Building

Page 4

Item	Description	Unit	Quantity	Price	Amount	QuantF	Prod
7 Enclosure							
07 24 00	Exterior Skin Finish TP Bid	LS	1	352,198	352,198		
	Total				352,198		\$1.12
8 Rough Carpentry							
	Total				0		\$0.00
9 Finish Carpentry							
06 20 00	Cabinets & Countertops TP Bid	LS	1	250,852	250,852		
	Total				250,852		\$0.80
10 Roofing and Sheet Metal							
	Total				0		\$0.00

Date 2/6/2024 5:55 PM

Building

Page 5

<i>Item</i>	<i>Description</i>	<i>Unit</i>	<i>Quantity</i>	<i>Price</i>	<i>Amount</i>	<i>QuantF</i>	<i>Prod</i>
11	Moisture Protection						
	Total				0		\$0.00
12	Doors and Hardware						
	Total				0		\$0.00
13	Glass and Glazing						
	Total				0		\$0.00
14	Interior Partitions						
	Total				0		\$0.00

Date 2/6/2024 5:55 PM

Building

Page 6

Item	Description	Unit	Quantity	Price	Amount	QuantF	Prod
15 Stone and Tile							
09 30 00	Ceramic Tile TP Bid	LS	1	198,150	198,150		
	Total				198,150		\$0.63
16 Ceilings and Acoustic							
	Total				0		\$0.00
17 Flooring							
09 60 00	Flooring TP Bid	LS	1	240,052	240,052		
09 60 00	Floor Protection	LS	1	12,000	12,000		
09 60 00	Floor Prep	EA	100	80.00	8,000		
	Total				260,052		\$0.83
18 Painting							
09 90 00	Painting TP Bid	LS	1	1,267,318	1,267,318		
09 90 00	Painting TP Alternate - Tex-Cote	LS	1	46,274	46,274		
09 90 00	Painting TP Alternate - "TOYOTA"	LS	1	19,750	19,750		
09 90 00	Painting TP Alternate - SC-4 & EPXY - 1	LS	1	77,203	77,203		
	Total				1,410,545		\$4.50

Item	Description	Unit	Quantity	Price	Amount	QuantF	Prod
19 Specialties							
10 73 00	Awnings TP Bid	LS	1	285,538	285,538	\$35 Matl	1 SF
10 73 00	Engineered Canopies TP Bid	LS	1	335,331	335,331	\$35 Matl	1 SF
10 73 00	Engineered Canopies TP Alternate	LS	1	99,227	99,227	\$35 Matl	1 SF
	Total				720,096	\$2.30	
20 Equipment and Furnishings							
	Total				0	\$0.00	
21 Special Construction							
	Total				0	\$0.00	
22 Elevators							
	Total				0	\$0.00	
23 Fire Protection							
	Total				0	\$0.00	

Date 2/6/2024 5:55 PM

Building

Page 8

Item	Description	Unit	Quantity	Price	Amount	QuantF	Prod
24 Plumbing							
22 00 00	Plumbing TP - Alternates from GMP 3B	LS	1	550,000	550,000		
22 00 00	Plumbing TP Bid	LS	1	1,190,312	1,190,312		
22 00 00	Plumbing TP Alternate - Fire Caulk	LS	1	7,600	7,600		
	Total				1,747,912		\$5.57
25 HVAC Systems							
23 00 00	HVAC TP - Alternates from GMP 3B	LS	1	441,400	441,400		
23 00 00	HVAC TP Bid	LS	1	1,098,783	1,098,783		
	Total				1,540,183		\$4.91
26 Electrical							
26 00 00	Electrical TP Bid - Alternates from GMP 3B	LS	1	574,386	574,386	\$1.83	/SF
26 00 00	Electrical TP Bid	LS	1	1,245,173	1,245,173	\$3.97	/SF
26 00 00	Lightning Protection - Allowance	LS	1	36,062	36,062		
	Total				1,855,621		\$5.91

OCO PLACEHOLDER



GMP Package #05

APPENDIX A
QUALIFICATIONS & CLARIFICATIONS

**SE TOYOTA – BLOUNT ISLAND ACCESSORY & OPERATIONS SUPPORT
BUILDINGS
JACKSONVILLE, FL**

FOR GMP PACKAGE #05

DATED
02/05/24

TABLE OF CONTENTS

00A – GENERAL CONDITIONS	3
00B – ALLOWANCES.....	4
03 – CONCRETE	4
05 – STEEL.....	4
06 – CABINETS & COUNTERTOPS	5
07C – EXTERIOR FINISH SYSTEM.....	5
09A – CERAMIC TILE & FLOORING	6
09B – PAINTING.....	6
13 – AWNINGS & PEMC	6
22 – PLUMBING	7
23 – HVAC	8
26 – ELECTRICAL.....	8

00A – GENERAL CONDITIONS

1. This estimate is based on the drawings and specifications listed in Appendix A-1 - Drawings Specifications Log Dated January 8th, 2024.
2. We have not included any additional General Conditions and General Requirements in this GMP Package.
3. Our price does not include any fees associated with acquiring necessary electronic drawing files (CAD and or BIM) that we will need to expedite shop drawing and estimating work. We will need access to this information throughout the project. These costs, if any, should be carried by the Owner.
4. JE Dunn specifically excludes the responsibility to ascertain that the contract documents are in accordance with laws, statutes, etc., and exclude any costs related to the lack of design compliance of the contract documents prepared by others.
5. We have not included any additional fees for Building Permit
6. We have not included any additional fees for Builder's Risk
7. We have not included any additional fees for a Construction Bond.
8. We have not included any additional fees for Business License.
9. General Liability & Workers Compensation Insurance is included at a rate of 1.98% of the total contract sum.
10. We have included Subcontractor Bonds at a rate of 1.50% of the total subcontracted amount.
11. We have included a Construction Manager's Contingency at a rate of 2.00% of the contract value for this current GMP Package.
12. The price does NOT include an Owner or Design Contingency.
13. We have included a General Contractor's Fee and it shall be billed to the project at a rate of 4.50% based on the contract value and subsequent contract value based on change orders. Fee will not be given back on deductive change orders.
14. We have not included tap, impact, connection, system demand, capacity or meter fees for the project sewer, water, or electrical utilities.
15. We have not included Owner's Protective Liability Insurance.
16. We have not included Excess Liability Insurance.
17. We have not included Architectural, Civil, Structural, or Engineering design fees.
18. All testing & special inspections are to be provided and paid for by the Owner and will be coordinated by the General Contractor, including NPDES monitoring.
19. All furniture/furnishings/equipment that are not specifically identified in this document are excluded.
20. We have not included any certification fees, 3rd party reviews, registration charges, testing, 3rd party inspection costs or consultant fees associated with LEED, NGBS or Energy Star certifications.
21. We have not included scope or costs associated with the purchasing, warehousing, staging, storage, shake-out, movement or installation of FF&E.
22. JE Dunn's proposal does not include time or costs for impacts that may arise from an epidemic or pandemic (including the COVID-19 pandemic), including, but not limited to, potential interruptions to supply chains, price escalations, unavailability of work force, acts of government or other authorities having jurisdiction affecting performance, additional safety or protective measures to protect the workforce, virus related cleaning or sanitation of the jobsite, or other issues impacting JE Dunn's proposal for this Project. JE Dunn reserves its right to an adjustment in the event of such time and cost impacts.

00B – ALLOWANCES

1. We have included an allowance of \$19,750 for the “Toyota” lettering on the Accessories Building
2. We have included an allowance of \$23,000 for the Body Shop.
3. We have included an allowance of \$13,062 for the Security Kiosk.

03 – CONCRETE

1. We have included the following buildings per the GMP Package #03 alternates and through Addendum #01 drawings:
 - a. Bodyshop, Security Kiosk, Trucking Restroom, Fuel Island, Longshoremen Restroom
2. Foundation concrete is based on 4000-psi normal weight concrete.
3. Elevated roof slab based on 4000-psi light weight concrete.
4. We have included 6” wire mesh reinforced Car Wash Building slab-on-grade (6,395 SF) with membrane cure.
5. We have included furnishing and installing 10-mil poly (6,395 sf)
6. We have included shoring for elevated slab at Car Wash Building.
7. We have included installation of 12 bollards.
8. We have included furnishing and installing all rebar material.
9. Fine grading of building pad accepted at +/- .10’ balanced (Excess material if required to be imported or exported by others.)
10. We have not included any retaining walls shown on the Civil construction documents at the Car Wash Building and Fuel Island.
11. We have not included equipment pads for the EV chargers.
12. Any remediation / removal of unsuitable soil is not included in our budget, unless otherwise stated.
13. No wet cure included.
14. No hot/cold/wet weather concrete included.

05 – STEEL

1. We have not included any shoring or underpinning of existing structures.
2. Vibration monitoring is not included in our estimate.
3. The design of this system will include signed and sealed documents by a registered design professional in the State of Florida.
4. We have included furnishing, erecting, and installing 5.11 TONS of steel for the Body Shop Building.
5. We have included furnishing, erecting, and installing 11.87 TONS of steel for the Car Wash Building.
6. We have included furnishing, erecting, and installing 1.78 TONS of steel for the Security Building.
7. We have included furnishing, erecting, and installing 1.07 TONS of steel for the Trucking Restroom Building.
8. Steel tonnage includes but is not limited to: W-shaped columns, HSS columns, shear plates, edge angles, X-bracing, embed plates, clip angles, bar joists, girders, etc.
9. We have included joists, deck, and miscellaneous metals (not included in tonnages stated above).
10. We have NOT included at prefabricated or pre-engineered structures or canopies.
11. We have included one coat of standard grey shop primer with an average dry film thickness of 1.0 mil. This will be provided on joists, girders, and bridging.
12. SP Girder at Body Shop building quoted with a maximum 10 KIP panel point load and all unmarked framing to right of girder is quoted as wide flange beams.
13. We have included type N deck 20 gauge at the Body Shop Building.
14. All deck quoted with a galvanized G90 level.

- a) Exception is Type N deck is quoted with galvanized G90 and primer painted grey top and white bottom and composite deck is quoted with a galvanized G60 finish as note.
15. Roofs are sloped no more than a 1/4" to 12".
 16. We have included 2 HSS6X6X3/8 at 2 corners at the Security Building.
 17. We have not included touch-up and finish painting.
 18. We have included temporary safety rail limited to 2-line cable rail at the Body Shop, Car Wash, Trucking Restroom, and Security Buildings.
 19. We have not included bollard covers.
 20. We have not included any railings, fencing, or guardrails in this package.

06 – CABINETS & COUNTERTOPS

1. We have included plastic laminate cabinets with solid surface tops for the Security Kiosk, Bodyshop, Accessory and Operations Buildings.
2. We have included frameless cabinet construction, plastic laminate slab type door and drawer cabinets with white cabinet liner on plywood interior.
3. We have included 4" wire pull hardware.
4. Includes all AWI Labels and Certificates
5. Lobby 201 – We have included plastic laminate on plywood die-wall. Due to the shape and design of the laminate on the backwall, this will need to be shop built and not applied to a different type of wall as shown in Detail 11, 12/A6.108.
6. We have included the Solid Surface Wall Panels (SS-3) for the Seating Alcoves.
7. We have included the painted plywood on the walls of the seating alcoves.
8. We have included wooden dovetail construction for drawers in-lieu of MetaBox drawer systems.
9. Egger H1145ST10 Natural Bardolino Oak has been discontinued. We have included a Lam-3 level cost for items using this laminate.
10. We have not included sinks, by Others.
11. We have not included the Acoustic Wall Panels (WP-1 – 6).
12. We have not included WD-2 Shiplap Wall Trim. Reference GMP 4.

07C – EXTERIOR FINISH SYSTEM

1. Exterior skin is included as follows for Accessory, Trucking Restroom and Security Buildings:
 - a) Synergy Cement Board Stucco 1000 System
 - i. Senersshield R fluid applied AVB to be applied behind cement board areas
 - ii. Provide 1/2" 4x8 Permabase Cement Board over Gyp Board per plans
 - i. OSB will be an upcharge due to AVB coverage
 - iii. Finish coat to be Textured Acrylic w/ Integral Color
 - iv. Finish Includes Level 1 Color & Sand Textures
 - v. Head Flashings Included as Aluminum .032
 - vi. Finish at Security Building to be Elastomeric - direct applied at CMU, cement board at framed
 - vii. Direct Applied Finish at Exterior Ceiling for Trucking Building
 - viii. 4" Fabric for Substrate Joints
 - ix. Senersshield R w/ Fabric used for Openings
 - x. 6mm Drainage Mat
 - xi. Senergy Flexguard Standard 4.2 oz. Reinforcing Mesh
 - xii. Senerflex Tersus or Chroma Finish at Accessory Building

- xiii. Finish Includes Level 1 Color & Sand Textures
- xiv. Senerflex Elastomeric finish at Security Building

09A – CERAMIC TILE & FLOORING

1. We have included Ceramic tile T-1, T-2, and WT-1, WT-2 with tile base (TB-1) and grout in the toilet rooms and showers.
2. We have included Carpet CPT-1, CPT-2, CPT-3 and CPT-4 in the office area.
3. We have included LVT-1 vinyl cove base in the office areas and serving.
4. We have included Static Dissipative (VCT) tile for the Security building.
5. We have included Athletic Rubber Flooring (AF-1).
6. We have included floor protection for the project.
7. We have included feather patch and flooring substrate preparation.
8. We have included RH Testing for the concrete.
9. We have included adhesives for carpet tile, rubber flooring, VCT, LVT and base.
10. We have included vinyl transitions strips.
11. We have not included the Epoxy flooring EPY-2.
12. We have not included the SC-5 coating.

09B – PAINTING

1. We have included Sherwin Williams at all interior surfaces
2. We have included TexCote coating on the exterior tilt wall.
3. We have included painting MEP utilities in the open warehouse ceiling area.
4. We have excluded the Wall Graphic.
5. We have included an alternate for EPY-1
 - a) Decorative Quartz Epoxy
 - i. After surface inspection, mechanically abrade the existing substrate to provide a clean surface profile, vacuum, fill joints, and apply SW Ceramic Carpet color Riverstone.
 - ii. Install 6" Integral Cove Base to match the floor.
 - b) We have excluded the following:
 - i. Moisture mitigating, tolerant primer
 - ii. CC/RH Moisture Testing
 - iii. Alkalinity & Adhesion Testing
 - iv. 12" base
6. We have included an alternate for SC-4
 - a) Class A Level 3 (800 Grit) Dyed & Polished Concrete
 - a. After surface inspection, start grinding with 80 grit metal, and apply dye color Dark Charcoal then apply densifier @ approx 700 sf/gal and progress up to 800 resin diamonds and apply 1 coat of stain blocker and high speed burnish to gloss finish. Includes hand grinding all edges.

13 – AWNINGS & PEMC

1. Engineering of the awnings and canopies is included.
2. Foundation engineering by others.

3. Project Load Requirements:
 - a. Florida 2020
 - b. Occupancy Classification: II – Standard Buildings
 - c. Live Load: 20psf Reducible by Code
 - d. Wind Speed: 127mph
 - e. Wind Exposure: C
 - f. Rainfall Intensity: 10.0i n/hr
 - g. Seismic Information:
 - i. Ss: 0.111
 - ii. S1: 0.058
 - iii. Site Class: D Assumed
4. Awnings at Accessories, Operations, Body Shop, and Car Wash to be cantilevered.
5. Awnings at Security and Trucking Buildings to be rod supported.
6. We have powder-coated awnings in Charcoal.
7. Downspouts included at Security Building awnings only.
8. Awning labeled #20 at the Accessories Building may be too large to be constructed out of aluminum. Pricing includes this awning to be a steel structure.
9. PEMB canopies at either end of the Body Shop.
10. Canopy at South side of the Body Shop to receive a metal soffit liner panel. The North canopy does not include a soffit liner panel. The liner panel at the South canopy to be 24 gauge.
11. The roof panels are 22 gauge as specified, see VE for a 24 gauge option.
12. The metal roof systems at the Body Shop canopies to include a 2-coat Kynar system.
13. We have excluded the 3-coat fluoropolymer system.

22 – PLUMBING

1. We have included the following buildings per the GMP Package #03 alternates and through Addendum #01 drawings:
 - a. Car Wash, Security Kiosk, Trucking Restroom
2. We have included furnishing and installing the following for the Body Shop Building:
 - a. Compressed Air, Domestic Water, Oil Waste & Vent, Natural Gas, Sanitary Waste & Vent, and Vacuum Piping
 - i. Two (2) Air Compressors
 - ii. Two (2) Air Receiver Tanks
 - iii. One (1) Breathing Air Purifier
 - iv. One (1) Domestic Water Circulation Pump
 - v. Two (2) Electric Water Heaters
 - vi. One (1) Oil Interceptor
 - vii. Two (2) Refrigerated Air Dryers
 - viii. Six (6) Trap Primers
 - ix. One (1) Vacuum Pumps
 - x. Forty-Four (44) Plumbing Fixtures & Drains
 - xi. Plumbing Insulation
3. We have included excavation, backfill, & removal of stormwater in open trenched for this work.
4. We have included installation of one (1) water meter provided by others and one (1) gas meter provided by others.

23 – HVAC

1. We have included the following buildings per the GMP Package #03 alternates and through Addendum #01 drawings:
 - a. Car Wash, Security Kiosk, Trucking Restroom, Fuel Island, Longshoremen Restroom
2. We have specifically included the following for the Body Shop:
 - a. (1) 35-Ton RTU with Hot Gas Reheat & Wind-Rated Curb
 - b. (1) 4-ton RTU with Hot Gas Reheat & Wind-Rated Curb
 - c. (2) Ductless Split System Heat Pumps
 - d. (4) Roof Mounted Exhaust Fans
 - e. (1) Inline Exhaust Fan
 - f. Starters
 - g. (2) Roof Mounted Vent Hoods
 - h. (3) 16' Big Ass Fans HVLS Fans
 - i. (1) 5kW Electric Unit Heaters
 - j. (3) Miami-Dade Rated Louvers with Kynar Finish & Motor Operated Dampers
 - k. Galvanized Sheetmetal Ductwork
 - l. Exposed Double-Wall Spiral Ductwork
 - m. Grilles, Registers & Diffusers
 - n. (5) Fire Dampers
 - o. Schneider Electric Integrated Building Management Controls Provided & Installed by Advanced Control (SE Toyota Preferred Controls Contractor)
 - p. Control/Monitoring Air Compressors, Exterior Lighting, CO Monitoring, Power & Water Metering

26 – ELECTRICAL

1. We have included the following buildings per the GMP Package #03 alternates and through Addendum #01 drawings:
 - a. Car Wash, Trucking Restroom, Fuel Island, Longshoremen Restroom
2. We have included electrical for the Bodyshop and Security Building.
3. We have included a lightning protection system as described for both buildings.
4. We have included a complete Fire Alarm system as described for both buildings.
5. We have included a 100KW Generator for the Security Building with the utility meter frame and installation of JEA provided underground box.
6. We have included drop cords from busways.
7. We have included 120V connections to five (5) security poles not to exceed four (4) security poles per one (1) circuit.
8. We have included infrastructure for security and access control systems including back boxes, conduit, and pull string as described.
9. We have included data/communications & A/V back boxes with conduit stubbed to overhead space, and pull strings as described.
10. We have included single point power connections to Mechanical equipment as described.
11. We have included all secondary feeders as described.
12. We have included installation of Owner provided electrical gear, transformers, panels, and disconnects as described.
13. We will provide and install ATS and ECB's as shown.
14. We have included all grounding and bonding as interpreted by the drawings.
15. We have included power connections to the controller and HVLS fans provided by Mechanical Contractor.

16. We have included saw cutting and excavation for underground electrical as required by the drawings. We have not included compacted subbase or asphalt paving.
17. We have not included utility consumption or utility installation fees.
18. We have not included painting of raceways or electrical equipment.
19. We have included 3rd party testing.
20. We have not included any provisions for BAS controls as further coordination with controls contractor is needed to determine scope of work.

SOUTHEAST TOYOTA - JAXPORT FACILITY

January 8, 2024

EXHIBIT A-1 - DRAWINGS LOG

<u>DRAWING SHEET NO.</u>	<u>DRAWING NAME</u>	<u>MOST RECENT PACKAGE</u>
VOLUME 1 OF 1		
TABLE OF CONTENTS		
	<u>CIVIL</u>	
1	COVER SHEET	Addendum 02 - 12/21/2023
2	GENERAL NOTES & LEGENDS	Addendum 02 - 12/21/2023
3	MASTER SITE PLAN	Addendum 02 - 12/21/2023
4A	DEMOLITION PLAN	Addendum 02 - 12/21/2023
4B	DEMOLITION PLAN	Addendum 02 - 12/21/2023
4C	DEMOLITION PLAN	Addendum 02 - 12/21/2023
4D	DEMOLITION PLAN	Addendum 02 - 12/21/2023
4E	DEMOLITION PLAN	Addendum 02 - 12/21/2023
4F	DEMOLITION PLAN	Addendum 02 - 12/21/2023
4G	DEMOLITION PLAN	Addendum 02 - 12/21/2023
4H	DEMOLITION PLAN	Addendum 02 - 12/21/2023
4I	DEMOLITION PLAN	Addendum 02 - 12/21/2023
4J	DEMOLITION PLAN	Addendum 02 - 12/21/2023
4K	DEMOLITION PLAN	Addendum 02 - 12/21/2023
4L	DEMOLITION PLAN	Addendum 02 - 12/21/2023
5A	GEOMETRY PLAN	Addendum 02 - 12/21/2023
5B	GEOMETRY PLAN	Addendum 02 - 12/21/2023
5C	GEOMETRY PLAN	Addendum 02 - 12/21/2023
5D	GEOMETRY PLAN	Addendum 02 - 12/21/2023
5E	GEOMETRY PLAN	Addendum 02 - 12/21/2023
5F	GEOMETRY PLAN	Addendum 02 - 12/21/2023
5G	GEOMETRY PLAN	Addendum 02 - 12/21/2023
5H	GEOMETRY PLAN	Addendum 02 - 12/21/2023
5I	GEOMETRY PLAN	Addendum 02 - 12/21/2023
5K	GEOMETRY PLAN	Addendum 02 - 12/21/2023
5L	GEOMETRY PLAN	Addendum 02 - 12/21/2023
8A	PAVING AND DRAINAGE PLAN	Addendum 02 - 12/21/2023
8B	PAVING AND DRAINAGE PLAN	Addendum 02 - 12/21/2023
8C	PAVING AND DRAINAGE PLAN	Addendum 02 - 12/21/2023
8D	PAVING AND DRAINAGE PLAN	Addendum 02 - 12/21/2023
8E	PAVING AND DRAINAGE PLAN	Addendum 02 - 12/21/2023
8F	PAVING AND DRAINAGE PLAN	Addendum 02 - 12/21/2023
8G	PAVING AND DRAINAGE PLAN	Addendum 02 - 12/21/2023
8H	PAVING AND DRAINAGE PLAN	Addendum 02 - 12/21/2023
8I	PAVING AND DRAINAGE PLAN	Addendum 02 - 12/21/2023
8K	PAVING AND DRAINAGE PLAN	Addendum 02 - 12/21/2023
8L	PAVING AND DRAINAGE PLAN	Addendum 02 - 12/21/2023
9A	PAVING AND DRAINAGE DETAILS	Addendum 02 - 12/21/2023
9B	PAVING AND DRAINAGE DETAILS	Addendum 02 - 12/21/2023
9C	PAVING AND DRAINAGE DETAILS	Addendum 02 - 12/21/2023
10	MASTER WATER AND SEWER PLAN	Addendum 02 - 12/21/2023
11A	WATER AND SEWER PLAN	Addendum 02 - 12/21/2023
11B	WATER AND SEWER PLAN	Addendum 02 - 12/21/2023
11C	WATER AND SEWER PLAN	Addendum 02 - 12/21/2023
11D	WATER AND SEWER PLAN	Addendum 02 - 12/21/2023
11E	WATER AND SEWER PLAN	Addendum 02 - 12/21/2023
11F	WATER AND SEWER PLAN	Addendum 02 - 12/21/2023
11G	WATER AND SEWER PLAN	Addendum 02 - 12/21/2023
11H	WATER AND SEWER PLAN	Addendum 02 - 12/21/2023
11I	WATER AND SEWER PLAN	Addendum 02 - 12/21/2023
11K	WATER AND SEWER PLAN	Addendum 02 - 12/21/2023
11L	WATER AND SEWER PLAN	Addendum 02 - 12/21/2023
12	JEA NOTES	Addendum 02 - 12/21/2023
13A	JEWA WATER DETAILS	Addendum 02 - 12/21/2023
13B	JEWA WATER DETAILS	Addendum 02 - 12/21/2023
13C	JEWA WATER DETAILS	Addendum 02 - 12/21/2023
13D	JEWA WATER DETAILS	Addendum 02 - 12/21/2023

SOUTHEAST TOYOTA - JAXPORT FACILITY

January 8, 2024

EXHIBIT A-1 - DRAWINGS LOG

<u>DRAWING SHEET NO.</u>	<u>DRAWING NAME</u>	<u>MOST RECENT PACKAGE</u>
VOLUME 1 OF 1		
13E	JEWA WATER DETAILS	Addendum 02 - 12/21/2023
13F	JEWA WATER DETAILS	Addendum 02 - 12/21/2023
14A	JEA SANITARY DETAILS	Addendum 02 - 12/21/2023
14B	JEA SANITARY DETAILS	Addendum 02 - 12/21/2023
14C	JEA SANITARY DETAILS	Addendum 02 - 12/21/2023
14D	JEA SANITARY DETAILS	Addendum 02 - 12/21/2023
14E	JEA SANITARY DETAILS	Addendum 02 - 12/21/2023
15	FIRE MAIN RESTRAINT SCHEDULE	Addendum 02 - 12/21/2023
16A	SEDIMENT AND EROSION CONTROL PLAN	Addendum 02 - 12/21/2023
16B	SEDIMENT AND EROSION CONTROL PLAN	Addendum 02 - 12/21/2023
16C	SEDIMENT AND EROSION CONTROL PLAN	Addendum 02 - 12/21/2023
16D	SEDIMENT AND EROSION CONTROL PLAN	Addendum 02 - 12/21/2023
16E	SEDIMENT AND EROSION CONTROL PLAN	Addendum 02 - 12/21/2023
16F	SEDIMENT AND EROSION CONTROL PLAN	Addendum 02 - 12/21/2023
16G	SEDIMENT AND EROSION CONTROL PLAN	Addendum 02 - 12/21/2023
16H	SEDIMENT AND EROSION CONTROL PLAN	Addendum 02 - 12/21/2023
16I	SEDIMENT AND EROSION CONTROL PLAN	Addendum 02 - 12/21/2023
16J	SEDIMENT AND EROSION CONTROL PLAN	Addendum 02 - 12/21/2023
16K	SEDIMENT AND EROSION CONTROL PLAN	Addendum 02 - 12/21/2023
16L	SEDIMENT AND EROSION CONTROL PLAN	Addendum 02 - 12/21/2023
17	SEDIMENT AND EROSION CONTROL DETAILS	Addendum 02 - 12/21/2023
18	STORMWATER POLLUTION PREVENTION PLAN	Addendum 02 - 12/21/2023
19	STORMWATER POLLUTION PREVENTION CONTRACTOR CERTIFICATION	Addendum 02 - 12/21/2023
<u>ACCESSORY AND OPERATIONS SUPPORT BUILDING</u>		
A0.0	PROJECT COVER	100% CD 9/15/2023
A0.01	NOTES, SYMBOLS & LEGENDS	Addendum 02 - 12/21/2023
A0.02	PARTITION TYPES	100% CD 9/15/2023
A0.03	BUILDING CODE SUMMARY	Addendum 01 10/30/2023
A0.04	LIFE SAFETY PLANS PARKING LEVEL	Addendum 01 10/30/2023
A0.05	OVERALL FIRST FLOOR LIFE SAFETY PLANS	Addendum 01 10/30/2023
A0.06	LIFE SAFETY PLAN SECOND FLOOR	Addendum 02 - 12/21/2023
A1.01	SITE PLAN	Addendum 02 - 12/21/2023
A2.101	OVERALL PARKING LEVEL PLAN	Addendum 02 - 12/21/2023
A2.102	PARKING & RAILHEAD OFFICE PLANS	Addendum 01 10/30/2023
A2.103	PARKING & RAILHEAD DIMENSION PLAN	Addendum 01 10/30/2023
A2.201	OVERALL FLOOR PLAN	Addendum 02 - 12/21/2023
A2.202	FLOOR PLAN NORTHWEST	Addendum 02 - 12/21/2023
A2.203	FLOOR PLAN PARTS/TIRES & LOADING DOCK	Addendum 02 - 12/21/2023
A2.204	FLOOR PLAN SOUTH	Addendum 02 - 12/21/2023
A2.205	SEGMENTED WALL PLANS	Addendum 02 - 12/21/2023
A2.206	SEGMENTED WALL DIMENSION PLANS	100% CD 9/15/2023
A2.207	OPERATION SUPPORT FLOOR PLAN	Addendum 02 - 12/21/2023
A2.208	OPERATION SUPPORT DIMENSION PLAN	100% CD 9/15/2023
A2.301	OVERALL SECOND FLOOR PLAN	100% CD 9/15/2023
A2.302	OFFICE AND GYM FLOOR PLAN	Addendum 02 - 12/21/2023
A2.303	OFFICE AND GYM DIMENSION PLAN	Addendum 02 - 12/21/2023
A2.304	SECOND FLOOR SLAB DIMENSION PLAN	Addendum 01 10/30/2023
A2.401	ENLARGED FLOOR PLANS	Addendum 02 - 12/21/2023
A2.402	ENLARGED FLOOR PLANS	Addendum 02 - 12/21/2023
A2.403	ENLARGED FLOOR PLANS	Addendum 02 - 12/21/2023
A2.404	ENLARGED KITCHEN FLOOR PLAN	100% CD 9/15/2023
A2.501	STAIR & ELEVATOR ENLARGED PLANS & SECTIONS	Addendum 02 - 12/21/2023
A2.502	STAIR & ELEVATOR ENLARGED PLANS & SECTIONS	Addendum 02 - 12/21/2023
A2.503	STAIR & ELEVATOR ENLARGED PLANS & SECTIONS	Addendum 02 - 12/21/2023
A3.101	EXTERIOR ELEVATIONS	Addendum 02 - 12/21/2023
A3.102	EXTERIOR ELEVATIONS	Addendum 01 10/30/2023
A3.103	EXTERIOR ELEVATIONS	Addendum 02 - 12/21/2023
A3.104	EXTERIOR ELEVATIONS	100% CD 9/15/2023
A3.105	EXTERIOR ELEVATIONS	100% CD 9/15/2023
A3.201	ACCESSORY BLDG. TILT WALL PANEL ELEVATIONS	Addendum 01 10/30/2023

SOUTHEAST TOYOTA - JAXPORT FACILITY

January 8, 2024

EXHIBIT A-1 - DRAWINGS LOG

<u>DRAWING SHEET NO.</u>	<u>DRAWING NAME</u>	<u>MOST RECENT PACKAGE</u>
VOLUME 1 OF 1		
A3.202	ACCESSORY BLDG. TILT WALL PANEL ELEVATIONS	100% CD 9/15/2023
A3.203	OPERATIONS SUPPORT TILT WALL PANELS	100% CD 9/15/2023
A4.101	BUILDING SECTIONS	ASI - 1 11.17.2023
A4.102	BUILDING SECTIONS	Addendum 02 - 12/21/2023
A4.201	WALL SECTIONS	100% CD 9/15/2023
A4.202	WALL SECTIONS	Addendum 02 - 12/21/2023
A4.203	WALL SECTIONS	100% CD 9/15/2023
A4.204	WALL SECTIONS	Addendum 02 - 12/21/2023
A4.205	WALL SECTIONS	Addendum 02 - 12/21/2023
A4.206	WALL SECTIONS	100% CD 9/15/2023
A4.207	WALL SECTIONS	Addendum 02 - 12/21/2023
A4.208	WALL SECTIONS	Addendum 01 10/30/2023
A4.209	WALL SECTIONS	Addendum 02 - 12/21/2023
A4.210	WALL SECTIONS	Addendum 02 - 12/21/2023
A4.211	WALL SECTIONS	Addendum 02 - 12/21/2023
A4.212	WALL SECTIONS	Addendum 01 10/30/2023
A4.213	WALL SECTIONS	100% CD 9/15/2023
A4.214	WALL SECTIONS	100% CD 9/15/2023
A4.215	WALL SECTIONS	Addendum 02 - 12/21/2023
A4.216	WALL SECTIONS	Addendum 02 - 12/21/2023
A4.217	WALL SECTIONS OPERATIONS SUPPORT	100% CD 9/15/2023
A4.218	WALL SECTIONS OPERATIONS SUPPORT	100% CD 9/15/2023
A5.101	ROOF PLAN	Addendum 02 - 12/21/2023
A5.102	LOWER ROOF & CLERESTORY PLANS	Addendum 01 10/30/2023
A5.201	ROOF DETAILS	100% CD 9/15/2023
A5.202	ROOF DETAILS	100% CD 9/15/2023
A5.203	ROOF AND SOFFIT DETAILS	100% CD 9/15/2023
A5.204	PATIO WALL AND SOFFIT DETAILS	100% CD 9/15/2023
A5.205	ENLARGED DETAILS	Addendum 01 10/30/2023
A6.101	INTERIOR ELEVATIONS	Addendum 02 - 12/21/2023
A6.102	INTERIOR ELEVATIONS	Addendum 01 10/30/2023
A6.103	INTERIOR ELEVATIONS	Addendum 01 10/30/2023
A6.104	INTERIOR ELEVATIONS/ MILLWORK	Addendum 01 10/30/2023
A6.105	INTERIOR ELEVATIONS/ MILLWORK	Addendum 01 10/30/2023
A6.106	INTERIOR ELEVATIONS/ MILLWORK	Addendum 01 10/30/2023
A6.107	INTERIOR DETAILS	Addendum 01 10/30/2023
A6.108	MILLWORK DETAILS	Addendum 02 - 12/21/2023
A7.101	DOOR SCHEDULE ACCESSORY BUILDING	Addendum 01 10/30/2023
A7.102	DOOR SCHEDULE OPERATIONS SUPPORT	100% CD 9/15/2023
A7.201	EXTERIOR GLAZING SCHEDULE ACCESSORY BUILDING	Addendum 01 10/30/2023
A7.202	INTERIOR GLAZING SCHEDULE ACCESSORY BUILDING	Addendum 02 - 12/21/2023
A7.203	GLAZING SCHEDULE OPERATIONSSUPPORT	100% CD 9/15/2023
A7.204	DOOR & GLAZING DETAILS	Addendum 01 10/30/2023
A7.205	DOOR & GLAZING DETAILS	Addendum 01 10/30/2023
A7.206	DOOR & GLAZING DETAILS	Addendum 01 10/30/2023
A7.207	DOOR & GLAZING DETAILS	Addendum 01 10/30/2023
A8.101	PARKING LEVEL RCP	Addendum 02 - 12/21/2023
A8.201	OVERALL FIRST FLOOR CEILING PLAN	Addendum 01 10/30/2023
A8.202	FIRST FLOOR RCP NORTHWEST	Addendum 01 10/30/2023
A8.203	FIRST FLOOR RCP PARTS/TIRES	Addendum 01 10/30/2023
A8.204	FIRST FLOOR RCP SEGMENTED WALL	Addendum 01 10/30/2023
A8.205	FIRST FLOOR RCP OPERATIONS SUPPORT	Addendum 01 10/30/2023
A8.301	SECOND FLOOR RCP OFFICE & GYM	Addendum 02 - 12/21/2023
A8.302	CEILING DETAILS	100% CD 9/15/2023
A8.303	CEILING DETAILS	Addendum 01 10/30/2023
A9.001	FINISH LEGEND	Addendum 02 - 12/21/2023
A9.201	FINISH PLAN FIRST FLOOR NW	Addendum 02 - 12/21/2023
A9.202	FINISH PLAN FIRST FLOOR PARTS/TIRES	Addendum 02 - 12/21/2023
A9.203	FINISH PLAN SEGMENTED WALL	Addendum 02 - 12/21/2023
A9.204	FINISH PLANSEGMENTED WALL	Addendum 02 - 12/21/2023
A9.205	FINISH PLAN OFFICE AND GYM FLOOR	Addendum 01 10/30/2023

SOUTHEAST TOYOTA - JAXPORT FACILITY

January 8, 2024

EXHIBIT A-1 - DRAWINGS LOG

<u>DRAWING SHEET NO.</u>	<u>DRAWING NAME</u>	<u>MOST RECENT PACKAGE</u>
VOLUME 1 OF 1		
A9.206	FINISH PLAN OPERATIONSUPPORT & RAIL OFFICE	Addendum 01 10/30/2023
A10.201	OVERALL EQUIPMENT PLAN	Addendum 02 - 12/21/2023
A10.202	EQUIPMENT PLAN PARTS DROP IN	Addendum 02 - 12/21/2023
A10.203	EQUIPMENT PLAN PARTS AND ONE STOP SHOP	Addendum 02 - 12/21/2023
A10.204	EQUIPMENT PLANS WHEELS	Addendum 02 - 12/21/2023
A10.205	EQUIPMENT PLAN PAINT FILM & PLOTTER	Addendum 02 - 12/21/2023
A10.206	EQUIPMENT PLAN PRE DELIVERY SERVICES	Addendum 02 - 12/21/2023
A10.207	EQUIPMENT PLAN PRE DELIVERY SERVICES	100% CD 9/15/2023
A10.208	EQUIPMENT PLAN WARRANTY, BTU, AND QA	100% CD 9/15/2023
A10.209	EQUIPMENT PLAN NEW EQUIP. TIRES/TRAINING	100% CD 9/15/2023
S000	LEGENDS & SYMBOLS	Addendum 01 10/30/2023
S001	GENERAL NOTES	100% CD 9/15/2023
S002	COMPONENTS ANDCLADDING	100% CD 9/15/2023
S003	DECK ATTACHMENTDIAGRAM	Addendum 01 10/30/2023
S101	OVERALLFOUNDATION PLAN	100% CD 9/15/2023
S102	FOUNDATION PLANNORTH	Addendum 02 - 12/21/2023
S103	FOUNDATION PLANSOUTH	Addendum 02 - 12/21/2023
S104	PARKING LEVEL FOUNDATION PLAN	Addendum 02 - 12/21/2023
S105	OPERATIONSSUPPORTFOUNDATION PLAN	ASI - 2 12/08/2023
S106	OVERALL SLABPLAN	100% CD 9/15/2023
S107	SLAB PLAN NORTH	ASI - 1 11.17.2023
S108	SLAB PLAN SOUTH	ASI - 1 11.17.2023
S109	OFFICE SLAB PLAN	Addendum 01 10/30/2023
S110	OPERATIONS SUPPORT SLABPLAN	ASI - 1 11.17.2023
S111	OFFICE AND GYM SECOND FLOORFRAMING	Addendum 01 10/30/2023
S112	OVERALL ROOF FRAMING PLAN	ASI - 1 11.17.2023
S113	ROOF FRAMING PLAN NORTH	Addendum 02 - 12/21/2023
S114	ROOF FRAMING PLAN SOUTH	ASI - 1 11.17.2023
S115	OFFICE ROOF FRAMING PLAN	ASI - 1 11.17.2023
S116	CLERESTORY FRAMING PLAN	100% CD 9/15/2023
S117	OPERATIONSSUPPORT ROOF FRAMING PLAN	Addendum 02 - 12/21/2023
S118	CEILING FRAMINGPLANS	100% CD 9/15/2023
S201	SECTIONS	Addendum 02 - 12/21/2023
S220	SECTIONS	Addendum 02 - 12/21/2023
S221	SECTIONS	Addendum 02 - 12/21/2023
S222	SECTIONS	Addendum 02 - 12/21/2023
S230	ELEVATOR SECTION	Addendum 01 10/30/2023
S231	STAIR SECTIONS	Addendum 01 10/30/2023
S232	STAIR SECTIONS	ASI - 1 11.17.2023
S301	TRUSS ELEVATIONS	Addendum 02 - 12/21/2023
S302	TRUSS NOTES AND DET AILS	Addendum 01 10/30/2023
S303	SPECIAL JOIST AND GIRDER DIAGRAMS	Addendum 01 10/30/2023
S304	BRACE ELEVATIONS	Addendum 02 - 12/21/2023
S401	TILT WALL ELEVATIONS	Addendum 02 - 12/21/2023
S402	TILT WALL ELEVATIONS	Addendum 02 - 12/21/2023
S403	TILT WALL ELEVATIONS	ASI - 2 12/08/2023
S404	TILT WALL ELEVATIONS	ASI - 1 11.17.2023
S405	TILT WALL ELEVATIONS	ASI - 2 12/08/2023
S406	TILT WALL ELEVATIONS	Addendum 02 - 12/21/2023
S407	TILT WALL ELEVATIONS	ASI - 2 12/08/2023
S408	TILT UP PANEL REINFORCING AND DETAILS	Addendum 02 - 12/21/2023
S409	TILT UP PANEL REINFORCING AND DETAILS 2	ASI - 1 11.17.2023
S501	TYPICAL DETAILS	ASI - 1 11.17.2023
S502	TYPICAL DETAILS	100% CD 9/15/2023
S503	TYPICAL PILE CAPS	ASI - 1 11.17.2023
S503A	TYPICAL PILE CAPS	ASI - 1 11.17.2023
S504	BASE PLATES AND CONCRETE BEAMS	Addendum 02 - 12/21/2023
S505	COLUMNSCHEDULE	Addendum 01 10/30/2023
M0.1	HVAC OVERALL FLOOR PLAN	Addendum 01 10/30/2023
M0.2	HVAC OVERALL ROOF PLAN	100% CD 9/15/2023
M1.1	HVAC PLAN OPEN AREA NORTH	100% CD 9/15/2023

SOUTHEAST TOYOTA - JAXPORT FACILITY

January 8, 2024

EXHIBIT A-1 - DRAWINGS LOG

<u>DRAWING SHEET NO.</u>	<u>DRAWING NAME</u>	<u>MOST RECENT PACKAGE</u>
VOLUME 1 OF 1		
M1.2	HVAC PLAN OPEN AREA SOUTH	Addendum 01 10/30/2023
M1.3	HVAC PLAN RAILHEAD OFFICE & GYM	100% CD 9/15/2023
M1.4	HVAC PLAN PARTS & TIRES	Addendum 02 - 12/21/2023
M1.5	HVAC PLAN SECOND FLOOR NORTH	Addendum 01 10/30/2023
M1.6	HVAC PLAN SECOND FLOOR SOUTH	Addendum 01 10/30/2023
M1.7	HVAC PLAN OPERATIONSSUPPORT BUILDING	Addendum 01 10/30/2023
M1.8	ENLARGED HVAC PLANS	100% CD 9/15/2023
M1.9	ENLARGED HVAC PLANS	Addendum 01 10/30/2023
M1.10	ENLARGED HVAC PLANS	Addendum 01 10/30/2023
M1.11	ENLARGED ROOF PLAN	Addendum 01 10/30/2023
M2.1	HVAC SCHEDULES AND LEGEND	Addendum 01 10/30/2023
M2.2	HVAC SCHEDULES (CONT)	Addendum 01 10/30/2023
M2.3	HVAC SCHEDULES (CONT)	Addendum 01 10/30/2023
M2.4	HVAC DETAILS	100% CD 9/15/2023
M2.5	HVAC DETAILS	100% CD 9/15/2023
M3.1	CONTROLS	100% CD 9/15/2023
M3.2	CONTROLS	100% CD 9/15/2023
M3.3	CONTROLS	100% CD 9/15/2023
M3.4	CONTROLS	100% CD 9/15/2023
M3.5	CONTROLS	100% CD 9/15/2023
M3.6	CONTROLS	Addendum 02 - 12/21/2023
M4.1	KITCHEN HOOD DRAWINGS	100% CD 9/15/2023
M4.2	KITCHEN HOOD DRAWINGS	100% CD 9/15/2023
M4.3	KITCHEN HOOD DRAWINGS	100% CD 9/15/2023
M4.4	KITCHEN HOOD DRAWINGS	100% CD 9/15/2023
M4.5	KITCHEN HOOD DRAWINGS	100% CD 9/15/2023
M4.6	KITCHEN HOOD DRAWINGS	100% CD 9/15/2023
M4.7	KITCHEN HOOD DRAWINGS	100% CD 9/15/2023
M4.8	KITCHEN HOOD DRAWINGS	100% CD 9/15/2023
M4.9	KITCHEN HOOD DRAWINGS	100% CD 9/15/2023
M4.10	KITCHEN HOOD DRAWINGS	100% CD 9/15/2023
M4.11	KITCHEN HOOD DRAWINGS	100% CD 9/15/2023
M4.12	KITCHEN HOOD DRAWINGS	100% CD 9/15/2023
M4.13	KITCHEN HOOD DRAWINGS	100% CD 9/15/2023
M4.14	KITCHEN HOOD DRAWINGS	100% CD 9/15/2023
M4.15	KITCHEN HOOD DRAWINGS	100% CD 9/15/2023
M4.16	KITCHEN HOOD DRAWINGS	100% CD 9/15/2023
P0.1	PLUMBING LEGEND, SCHEDULES AND NOTES	Addendum 02 - 12/21/2023
P1.1	OVERALL PLUMBING FLOOR PLAN	100% CD 9/15/2023
P1.2	OVERALL PLUMBING ROOF PLAN	100% CD 9/15/2023
P2.1	PLUMBING FLOOR PLAN NORTHEAST	Addendum 02 - 12/21/2023
P2.2	PLUMBING FLOOR PLAN NORTHWEST	Addendum 02 - 12/21/2023
P2.3	PLUMBING FLOOR PLAN EAST	100% CD 9/15/2023
P2.4	PLUMBING FLOOR PLAN WEST	Addendum 02 - 12/21/2023
P2.5	PLUMBING FLOOR PLAN SOUTHEAST	100% CD 9/15/2023
P2.6	PLUMBING FLOOR PLAN SOUTHWEST	Addendum 02 - 12/21/2023
P2.7	PLUMBING SEGMENTED WALL FLOOR PLAN	Addendum 02 - 12/21/2023
P2.8	PLUMBING FLOOR PLAN PARKING	Addendum 01 10/30/2023
P2.9	PLUMBING FLOOR PLAN TIRES	Addendum 02 - 12/21/2023
P2.10	PLUMBING SECOND FLOOR OFFICE NORTH	100% CD 9/15/2023
P2.11	PLUMBING SECOND FLOOR OFFICE SOUTH	100% CD 9/15/2023
P2.12	PLUMBING PARTIAL ROOF PLAN	100% CD 9/15/2023
P2.13	PLUMBING FLOOR PLAN SUPPORT BUILDING	Addendum 02 - 12/21/2023
P2.14	ENLARGED PLUMBING PLANS	Addendum 02 - 12/21/2023
P2.15	ENLARGED PLUMBING PLANS	Addendum 02 - 12/21/2023
P2.16	ENLARGED PLUMBING PLANS	100% CD 9/15/2023
P2.17	ENLARGED PLUMBING PLANS	100% CD 9/15/2023
P2.18	ENLARGED PLUMBING PLANS	100% CD 9/15/2023
P2.19	ENLARGED PLUMBING PLANS	Addendum 02 - 12/21/2023
P2.20	ENLARGED PLUMBING PLANS	100% CD 9/15/2023
P3.1	PLUMBING DETAILS	100% CD 9/15/2023

SOUTHEAST TOYOTA - JAXPORT FACILITY

January 8, 2024

EXHIBIT A-1 - DRAWINGS LOG

<u>DRAWING SHEET NO.</u>	<u>DRAWING NAME</u>	<u>MOST RECENT PACKAGE</u>
VOLUME 1 OF 1		
P3.2	PLUMBING DETAILS	100% CD 9/15/2023
P3.3	PLUMBING DETAILS	100% CD 9/15/2023
P3.4	PLUMBING DETAILS	100% CD 9/15/2023
P3.5	PLUMBING DETAILS	100% CD 9/15/2023
P4.1	SANITARY RISER DIAGRAMS	Addendum 02 - 12/21/2023
P4.2	SANITARY RISER DIAGRAMS	Addendum 02 - 12/21/2023
P4.3	SANITARY RISER DIAGRAMS	Addendum 02 - 12/21/2023
P4.4	SANITARY RISER DIAGRAMS	ASI - 1 11.17.2023
P4.5	DOMESTIC WATER RISER DIAGRAMS	Addendum 02 - 12/21/2023
P4.6	DOMESTIC WATER RISER DIAGRAMS	Addendum 02 - 12/21/2023
P4.7	DOMESTIC WATER RISER DIAGRAMS	Addendum 02 - 12/21/2023
P4.8	DOMESTIC WATER RISER DIAGRAMS	100% CD 9/15/2023
P4.9	STORM WATER RISER DIAGRAMS	100% CD 9/15/2023
P4.10	COMPRESSED AIR & VACUUM RISER DIAGRAMS	Addendum 02 - 12/21/2023
P4.11	SUPPORT BUILDING AIR & VACUUM RISER DIAGRAMS	100% CD 9/15/2023
P4.12	NATURAL GAS PIPING RISER DIAGRAM	Addendum 02 - 12/21/2023
E0.1	ELECTRICAL LEGEND AND NOTES	Addendum 02 - 12/21/2023
E0.2	ELECTRICAL SITE PLAN UTILITY POWER & LIGHTING	Addendum 02 - 12/21/2023
E1.1	ELECTRICAL LIGHTING PLAN OPEN AREA NORTH	Addendum 02 - 12/21/2023
E1.2	ELECTRICAL LIGHTING PLAN OPEN AREA SOUTH	Addendum 02 - 12/21/2023
E1.3	ELECTRICAL LIGHTING PLAN PARKING FLOOR	Addendum 02 - 12/21/2023
E1.4	ELECTRICAL LIGHTING PLAN SECOND FLOOR	Addendum 02 - 12/21/2023
E1.5	ELECTRICAL LIGHTING PLAN TIRES	Addendum 02 - 12/21/2023
E1.6	ELECTRICAL LIGHTING PLAN PDS BUILDING	Addendum 02 - 12/21/2023
E2.1	ELECTRICAL POWER PLAN OPEN AREA NORTH	Addendum 02 - 12/21/2023
E2.2	ELECTRICAL POWER PLAN OPEN AREA SOUTH	Addendum 02 - 12/21/2023
E2.3	ELECTRICAL POWER PLAN PARKING FLOOR	Addendum 02 - 12/21/2023
E2.4	ELECTRICAL POWER PLAN SECOND FLOOR	Addendum 02 - 12/21/2023
E2.5	ELECTRICAL POWER PLAN SECOND FLOOR (HVAC)	100% CD 9/15/2023
E2.6	ELECTRICAL POWER PLAN TIRES	Addendum 02 - 12/21/2023
E2.7	ELECTRICAL POWER PLAN PDS BUILDING	Addendum 02 - 12/21/2023
E2.8	ELECTRICAL POWER PLAN ROOF	100% CD 9/15/2023
E3.1	ENLARGED ELECTRICAL PLANS	100% CD 9/15/2023
E3.2	ENLARGED ELECTRICAL PLANS	100% CD 9/15/2023
E3.3	ENLARGED ELECTRICAL PLANS	100% CD 9/15/2023
E3.4	ENLARGED ELECTRICAL PLANS	Addendum 02 - 12/21/2023
E3.5	ENLARGED ELECTRICAL PLANS	100% CD 9/15/2023
E3.6	ENLARGED ELECTRICAL PLANS	Addendum 02 - 12/21/2023
E3.7	ENLARGED ELECTRICAL PLANS	Addendum 02 - 12/21/2023
E3.8	ENLARGED ELECTRICAL PLANS	Addendum 02 - 12/21/2023
E3.9	ENLARGED ELECTRICAL PLANS	100% CD 9/15/2023
E3.10	ENLARGED ELECTRICAL PLANS	Addendum 02 - 12/21/2023
E5.1	ELECTRICAL DETAILS	100% CD 9/15/2023
E5.2	ELECTRICAL DETAILS	100% CD 9/15/2023
E5.3	ELECTRICAL DETAILS	100% CD 9/15/2023
E6.1	ELECTRICAL POWER RISER DIAGRAM	Addendum 02 - 12/21/2023
E6.2	ELECTRICAL POWER RISER DIAGRAM	Addendum 02 - 12/21/2023
E7.1	ELECTRICAL PANEL SCHEDULES	Addendum 01 10/30/2023
E7.2	ELECTRICAL PANEL SCHEDULES	Addendum 02 - 12/21/2023
E7.3	ELECTRICAL PANEL SCHEDULES	Addendum 02 - 12/21/2023
E7.4	ELECTRICAL PANEL SCHEDULES	Addendum 01 10/30/2023
E7.5	ELECTRICAL PANEL SCHEDULES	Addendum 02 - 12/21/2023
E7.6	ELECTRICAL PANEL SCHEDULES	Addendum 02 - 12/21/2023
E7.7	ELECTRICAL PANEL SCHEDULES	Addendum 02 - 12/21/2023
E7.8	ELECTRICAL PANEL SCHEDULES	Addendum 02 - 12/21/2023
E7.9	ELECTRICAL PANEL SCHEDULES	100% CD 9/15/2023
E7.10	ELECTRICAL PANEL SCHEDULES	Addendum 02 - 12/21/2023
E7.11	ELECTRICAL PANEL SCHEDULES	Addendum 02 - 12/21/2023
E7.12	ELECTRICAL PANEL SCHEDULES	Addendum 02 - 12/21/2023
E7.13	ELECTRICAL PANEL SCHEDULES	100% CD 9/15/2023
E7.14	ELECTRICAL PANEL SCHEDULES	Addendum 02 - 12/21/2023

SOUTHEAST TOYOTA - JAXPORT FACILITY

January 8, 2024

EXHIBIT A-1 - DRAWINGS LOG

<u>DRAWING SHEET NO.</u>	<u>DRAWING NAME</u>	<u>MOST RECENT PACKAGE</u>
VOLUME 1 OF 1		
E7.15	ELECTRICAL PANEL SCHEDULES	Addendum 02 - 12/21/2023
E7.16	ELECTRICAL PANEL SCHEDULES	Addendum 01 10/30/2023
E7.17	ELECTRICAL PANEL SCHEDULES	Addendum 01 10/30/2023
FA0.1	FIRE ALARM SITE PLAN AND LEGEND	Addendum 02 - 12/21/2023
FA1.1	FIRE ALARM PLAN OPEN AREA NORTH	Addendum 01 10/30/2023
FA1.2	FIRE ALARM PLAN OPEN AREA SOUTH	Addendum 01 10/30/2023
FA1.3	FIRE ALARM PLAN PARKING	Addendum 01 10/30/2023
FA1.4	FIRE ALARM PLAN SECOND FLOOR	Addendum 02 - 12/21/2023
FA1.5	FIRE ALARM PLAN TIRES	100% CD 9/15/2023
FA1.6	FIRE ALARM PLAN PDS BUILDING	Addendum 02 - 12/21/2023
FA5.1	FIRE ALARM DETAILS	Addendum 02 - 12/21/2023
T0.1	TELECOMMUNICATIONS LEGEND AND NOTES	Addendum 02 - 12/21/2023
T1.1	TELECOMMUNICATIONS OVERALL FLOOR PLAN SECURITY	100% CD 9/15/2023
T1.2	TELECOMMUNICATIONS FL PL PARKING & OFFICE SECURITY	100% CD 9/15/2023
T1.3	TELECOMMUNICATIONS FL PL PDS BUILDING SECURITY	100% CD 9/15/2023
T5.1	TELECOMM DETAILS	Addendum 01 10/30/2023
FP1.1	FIRE PROTECTION DESIGN AND NOTES	FP Revision 1 - 11/10/2023
<u>BODY SHOP BUILDING</u>		
0	PROJECT COVER	100% CDs - Body Shop & Car Wash 10/19/2023
A0.1	NOTES, SYMBOLS, & LEGENDS	Addendum 02 - 12/21/2023
A0.2	PARTITION TYPES	100% CDs - Body Shop & Car Wash 10/19/2023
A0.3	LIFE SAFETY PLANS	Addendum 02 - 12/21/2023
A1.1	SITE PLAN	Addendum 02 - 12/21/2023
A2.1	FLOOR PLAN	Addendum 02 - 12/21/2023
A2.2	DIMENSION FLOOR PLAN	Addendum 02 - 12/21/2023
A2.3	ENLARGED PLANS	100% CDs - Body Shop & Car Wash 10/19/2023
A2.4	EQUIPMENT PLANS BODY SHOP	Addendum 02 - 12/21/2023
A2.5	EQUIPMENT PLANS BODY SHOP	Addendum 02 - 12/21/2023
A2.6	ENLARGED STAIR PLANS AND SECTIONS	Addendum 02 - 12/21/2023
A3.1	EXTERIOR ELEVATIONS	100% CDs - Body Shop & Car Wash 10/19/2023
A3.2	BODY SHOP TILT WALL PANEL ELEVATIONS	100% CDs - Body Shop & Car Wash 10/19/2023
A4.1	BUILDING SECTIONS	100% CDs - Body Shop & Car Wash 10/19/2023
A4.201	WALL SECTIONS	100% CDs - Body Shop & Car Wash 10/19/2023
A4.202	WALL SECTIONS	100% CDs - Body Shop & Car Wash 10/19/2023
A5.1	ROOF PLAN	100% CDs - Body Shop & Car Wash 10/19/2023
A5.2	ROOF DETAILS	100% CDs - Body Shop & Car Wash 10/19/2023
A6.1	MILLWORK DETAILS	100% CDs - Body Shop & Car Wash 10/19/2023
A7.1	DOOR AND GLAZING SCHEDULES	Addendum 02 - 12/21/2023
A7.2	DOOR & GLAZING DETAILS	Addendum 02 - 12/21/2023
A8.1	REFLECTED CEILING PLAN	Addendum 02 - 12/21/2023
A9.0	FINISH LEGEND & SCHEDULE	100% CDs - Body Shop & Car Wash 10/19/2023
A9.1	FIRST FLOOR FINISH PLAN	Addendum 02 - 12/21/2023
S001	GENERAL NOTES	100% CDs - Body Shop & Car Wash 10/19/2023
S001	GENERAL NOTES	100% CDs - Body Shop & Car Wash 10/19/2023

SOUTHEAST TOYOTA - JAXPORT FACILITY

January 8, 2024

EXHIBIT A-1 - DRAWINGS LOG

<u>DRAWING SHEET NO.</u>	<u>DRAWING NAME</u>	<u>MOST RECENT PACKAGE</u>
VOLUME 1 OF 1		
S002	GENERAL NOTES	100% CDs - Body Shop & Car Wash 10/19/2023
S101	FOUNDATION PLAN	100% CDs - Body Shop & Car Wash 10/19/2023
S103	ROOF FRAMING PLAN	100% CDs - Body Shop & Car Wash 10/19/2023
S201	SECTIONS	100% CDs - Body Shop & Car Wash 10/19/2023
S210	SECTIONS	100% CDs - Body Shop & Car Wash 10/19/2023
S403	TILT UP PANEL REINFORCING	100% CDs - Body Shop & Car Wash 10/19/2023
S501	TYPICAL DETAILS	100% CDs - Body Shop & Car Wash 10/19/2023
S502	TYPICAL DETAILS	100% CDs - Body Shop & Car Wash 10/19/2023
M1.1	HVAC PLAN CAR WASH	Addendum 02 - 12/21/2023
M1.2	HVAC ROOF PLAN	Addendum 02 - 12/21/2023
M2.1	HVAC SCHEDULE & LEGEND	Addendum 02 - 12/21/2023
M2.2	HVAC DETAILS	Addendum 02 - 12/21/2023
M3.1	CAR WASH CONTROLS	Addendum 02 - 12/21/2023
M3.2	CAR WASH CONTROLS	Addendum 02 - 12/21/2023
M3.3	FUEL ISLAND CONTROLS	Addendum 02 - 12/21/2023
M3.4	CONTROLS	Addendum 02 - 12/21/2023
M3.5	CONTROLS	Addendum 02 - 12/21/2023
P0.1	CAR WASH FLOOR PLAN	Addendum 02 - 12/21/2023
P1.1	PLUMBING ROOF PLAN	Addendum 02 - 12/21/2023
P1.2	PLUMBING RISER DIAGRAMS	Addendum 02 - 12/21/2023
P2.1	PLUMBING DETAILS	100% CDs - Body Shop & Car Wash 10/19/2023
P2.2	PLUMBING DETAILS	100% CDs - Body Shop & Car Wash 10/19/2023
P3.1	SANITARY & WATER RISER DIAGRAM	Addendum 02 - 12/21/2023
P3.2	DOMESTIC WATER RISER DIAGRAM	Addendum 02 - 12/21/2023
P3.3	GAS PIPING & COMPRESSED AIR DIAGRAMS	Addendum 02 - 12/21/2023
E0.0	ELECTRICAL LEGEND AND NOTES	Addendum 02 - 12/21/2023
E0.1	ELECTRICAL LEGEND AND NOTES	Addendum 02 - 12/21/2023
E1.1	ELECTRICAL FLOOR PLAN LIGHTING	Addendum 02 - 12/21/2023
E1.2	ELECTRICAL FLOOR PLAN POWER	Addendum 02 - 12/21/2023
E1.3	ELECTRICAL ROOF PLAN	Addendum 02 - 12/21/2023
E5.1	ELECTRICAL DETAILS	100% CDs - Body Shop & Car Wash 10/19/2023
E6.1	ELECTRICAL DETAILS	Addendum 02 - 12/21/2023
E7.1	ELECTRICAL POWER RISER DIAGRAM	Addendum 02 - 12/21/2023
FA0.1	ELECTRICAL POWER RISER DIAGRAM	Addendum 02 - 12/21/2023
T0.1	TELECOMMUNICATIONS PLAN	Addendum 02 - 12/21/2023
FP1.1	Fire Protection Design and Notes	FP Revision 1 - 11/10/2023
	<u>CAR WASH</u>	
A0.0	PROJECT COVER	100% CDs - Body Shop & Car Wash 10/19/2023
A0.1	NOTES, SYMBOLS, LEGENDS, AND LIFE SAFETY PLAN	Addendum 02 - 12/21/2023
A1.1	ARCHITECTURAL SITE PLAN	Addendum 02 - 12/21/2023
A2.1	FLOOR PLAN CAR WASH	Addendum 02 - 12/21/2023
A3.1	EXTERIOR ELEVATIONS	100% CDs - Body Shop & Car Wash 10/19/2023
A4.1	BUILDING AND WALL SECTIONS	Addendum 02 - 12/21/2023
A4.2	WALL SECTIONS	Addendum 02 - 12/21/2023
A5.1	ROOF PLAN AND ROOF DETAILS	100% CDs - Body Shop & Car Wash 10/19/2023

SOUTHEAST TOYOTA - JAXPORT FACILITY

January 8, 2024

EXHIBIT A-1 - DRAWINGS LOG

<u>DRAWING SHEET NO.</u>	<u>DRAWING NAME</u>	<u>MOST RECENT PACKAGE</u>
VOLUME 1 OF 1		
A5.2	ROOF DETAILS	100% CDs - Body Shop & Car Wash 10/19/2023
A7.1	DOOR SCHEDULES	100% CDs - Body Shop & Car Wash 10/19/2023
A7.2	DOOR & GLAZING DETAILS	100% CDs - Body Shop & Car Wash 10/19/2023
A8.1	REFLECTED CEILING PLAN	100% CDs - Body Shop & Car Wash 10/19/2023
A9.0	FINISH LEGEND & SCHEDULE	100% CDs - Body Shop & Car Wash 10/19/2023
A9.1	FIRST FLOOR FINISH PLAN	100% CDs - Body Shop & Car Wash 10/19/2023
S001	GENERAL NOTES	100% CDs - Body Shop & Car Wash 10/19/2023
S002	GENERAL NOTES	100% CDs - Body Shop & Car Wash 10/19/2023
S101	FOUNDATION PLAN	Addendum 02 - 12/21/2023
S102	SLAB PLAN	100% CDs - Body Shop & Car Wash 10/19/2023
S103	ROOF FRAMING PLAN	100% CDs - Body Shop & Car Wash 10/19/2023
S201	SECTIONS	Addendum 02 - 12/21/2023
S501	TYPICAL DETAILS	100% CDs - Body Shop & Car Wash 10/19/2023
S502	TYPICAL DETAILS	100% CDs - Body Shop & Car Wash 10/19/2023
M1.1	HVAC PLAN CAR WASH	Addendum 02 - 12/21/2023
M1.2	HVAC ROOF PLAN	100% CDs - Body Shop & Car Wash 10/19/2023
M2.1	HVAC SCHEDULE & LEGEND	100% CDs - Body Shop & Car Wash 10/19/2023
M2.2	HVAC DETAILS	100% CDs - Body Shop & Car Wash 10/19/2023
M3.1	CAR WASH CONTROLS	Addendum 02 - 12/21/2023
M3.2	CAR WASH CONTROLS	100% CDs - Body Shop & Car Wash 10/19/2023
M3.3	FUEL ISLAND CONTROLS	100% CDs - Body Shop & Car Wash 10/19/2023
P1.1	CAR WASH FLOOR PLAN	Addendum 02 - 12/21/2023
P1.2	PLUMBING ROOF PLAN	100% CDs - Body Shop & Car Wash 10/19/2023
P2.1	PLUMBING RISER DIAGRAMS	Addendum 02 - 12/21/2023
P3.1	SANITARY & WATER RISER DIAGRAM	100% CDs - Body Shop & Car Wash 10/19/2023
P3.2	DOMESTIC WATER RISER DIAGRAM	100% CDs - Body Shop & Car Wash 10/19/2023
P3.3	GAS PIPING & COMPRESSED AIR DIAGRAMS	100% CDs - Body Shop & Car Wash 10/19/2023
E0.0	ELECTRICAL LEGEND AND NOTES	100% CDs - Body Shop & Car Wash 10/19/2023
E0.1	ELECTRICAL LEGEND AND NOTES	Addendum 02 - 12/21/2023
E1.1	ELECTRICAL FLOOR PLAN LIGHTING	100% CDs - Body Shop & Car Wash 10/19/2023
E1.2	ELECTRICAL FLOOR PLAN POWER	100% CDs - Body Shop & Car Wash 10/19/2023
E1.3	ELECTRICAL ROOF PLAN	100% CDs - Body Shop & Car Wash 10/19/2023
E2.1	ELECTRICAL DETAILS	Addendum 02 - 12/21/2023
E3.1	ELECTRICAL POWER RISER DIAGRAM	Addendum 02 - 12/21/2023
E6.1	ELECTRICAL POWER RISER DIAGRAM	100% CDs - Body Shop & Car Wash 10/19/2023

SOUTHEAST TOYOTA - JAXPORT FACILITY

January 8, 2024

EXHIBIT A-1 - DRAWINGS LOG

<u>DRAWING SHEET NO.</u>	<u>DRAWING NAME</u>	<u>MOST RECENT PACKAGE</u>
VOLUME 1 OF 1		
E7.1	ELECTRICAL PANEL SCHEDULES	100% CDs - Body Shop & Car Wash 10/19/2023
FA0.1	FIRE ALARM FLOOR PLAN AND LEGEND	100% CDs - Body Shop & Car Wash 10/19/2023
T0.1	TELECOMMUNICATIONS PLAN	100% CDs - Body Shop & Car Wash 10/19/2023
T1.1	TELECOMM SECURITY PLAN AND LEGEND	100% CDs - Body Shop & Car Wash 10/19/2023
<u>FUEL ISLAND</u>		
A0.0	PROJECT COVER	Addendum 02 - 12/21/2023
A1.1	ARCHITECTURAL SITE PLAN	Addendum 02 - 12/21/2023
A2.1	FUEL ISLAND PLANS	Addendum 02 - 12/21/2023
A3.1	FUEL ISLAND EXTERIOR ELEVATIONS	100% CD 9/15/2023
E0.0	ELECTRICAL LEGEND AND NOTES	100% CD 9/15/2023
E0.1	ELECTRICAL PLANS	100% CD 9/15/2023
<u>LONGSHOREMEN RESTROOM</u>		
130071-B	PANEL BUILT INCORPORATED DOCUMENT - PRELIMINARY FOUNDATION	100% CD 9/15/2023
<u>SECURITY BUILDING</u>		
A0.0	PROJECT COVER	Addendum 01 10/30/2023
A0.1	NOTES, SYMBOLS, LEGENDS, AND PARTITION TYPES	Addendum 02 - 12/21/2023
A0.2	BUILDING CODE SUMMARY & LIFE SAFETY PLANS	Addendum 01 10/30/2023
A1.1	SITE PLAN	Addendum 02 - 12/21/2023
A2.1	FLOOR & ROOF PLANS SECURITY OFFICE	Addendum 01 10/30/2023
A2.2	STAIR AND RAMP PLANS AND SECTIONS	Addendum 02 - 12/21/2023
A3.1	EXTERIOR ELEVATIONS	Addendum 01 10/30/2023
A4.1	BUILDING SECTIONS	Addendum 01 10/30/2023
A4.2	WALL SECTIONS	Addendum 01 10/30/2023
A5.1	DETAILS	Addendum 01 10/30/2023
A6.1	INTERIOR ELEVATIONS/ MILLWORK	Addendum 01 10/30/2023
A7.1	DOOR AND GLAZING SCHEDULES	Addendum 01 10/30/2023
A9.1	FINISH SCHEDULE & LEGENDS	Addendum 01 10/30/2023
S000	LEGENDS & SYMBOLS	Addendum 01 10/30/2023
S001	GENERAL NOTES	Addendum 01 10/30/2023
S002	GENERAL NOTES	Addendum 01 10/30/2023
S101	FOUNDATION, SLAB AND ROOF FRAMING PLANS	Addendum 01 10/30/2023
S201	SECTIONS	Addendum 01 10/30/2023
S501	TYPICAL DETAILS	Addendum 01 10/30/2023
S502	TYPICAL DETAILS	Addendum 01 10/30/2023
M1.1	HVAC FLOOR PLAN	Addendum 01 10/30/2023
M2.1	HVAC SCHEDULES	Addendum 01 10/30/2023
M2.2	HVAC DETAILS	Addendum 01 10/30/2023
M3.1	CONTROLS	Addendum 01 10/30/2023
M3.2	CONTROLS	Addendum 02 - 12/21/2023
P1.1	PLUMBING FLOOR PLAN	Addendum 02 - 12/21/2023
E0.1	ELECTRICAL SITE PLAN	Addendum 02 - 12/21/2023
E1.1	ELECTRICAL PLANS	Addendum 01 10/30/2023
E2.1	ELECTRICAL DETAILS	Addendum 01 10/30/2023
E3.1	POWER RISER DIAGRAM	Addendum 02 - 12/21/2023
FA1.1	FIRE ALARM PLAN	Addendum 01 10/30/2023
T1.1	SECURITY SYSTEM PLAN	Addendum 01 10/30/2023
<u>TRUCKING RESTROOM</u>		
A0.0	PROJECT COVER	100% CD 9/15/2023
A0.1	INDEX, NOTES, LEGENDS & PARTITION TYPES	Addendum 02 - 12/21/2023
A0.2	PROJECT INFORMATION AND LIFE SAFETY PLAN	100% CD 9/15/2023
A1.1	SITE PLAN	Addendum 02 - 12/21/2023

SOUTHEAST TOYOTA - JAXPORT FACILITY

January 8, 2024

EXHIBIT A-1 - DRAWINGS LOG

<u>DRAWING SHEET NO.</u>	<u>DRAWING NAME</u>	<u>MOST RECENT PACKAGE</u>
VOLUME 1 OF 1		
A2.1	FLOOR, CEILING, AND ROOF PLANS	Addendum 02 - 12/21/2023
A3.1	EXTERIOR ELEVATIONS	Addendum 02 - 12/21/2023
A4.1	BUILDING SECTIONS AND WALL SECTIONS	100% CD 9/15/2023
A4.2	BUILDING SECTIONS AND WALL SECTIONS	100% CD 9/15/2023
A5.1	ROOF DETAILS	100% CD 9/15/2023
A7.1	DOOR & FINISH SCHEDULES & DETAILS	Addendum 02 - 12/21/2023
S000	LEGENDS & SYMBOLS	Addendum 01 10/30/2023
S001	GENERAL NOTES	Addendum 01 10/30/2023
S101	FOUNDATION, SLAB AND ROOF FRAMING PLAN	Addendum 01 10/30/2023
S201	SECTIONS	Addendum 01 10/30/2023
S202	SECTIONS	100% CD 9/15/2023
S501	TYPICAL DETAILS	Addendum 01 10/30/2023
S502	TYPICAL DETAILS	Addendum 01 10/30/2023
S503	TYPICAL DETAILS	100% CD 9/15/2023
M1.1	HVAC FLOOR PLAN	Addendum 01 10/30/2023
M2.1	HVAC SCHEDULES & LEGEND	Addendum 01 10/30/2023
M2.2	HVAC DETAILS	Addendum 01 10/30/2023
M3.1	CONTROLS	Addendum 01 10/30/2023
M3.2	ELECTRICAL CONTRACTOR CONTROLS RESPONSIBILITIES	Addendum 02 - 12/21/2023
P1.1	PLUMBING FLOOR PLAN	Addendum 02 - 12/21/2023
E0.1	ELECTRICAL LEGEND AND NOTES	Addendum 02 - 12/21/2023
E1.1	ELECTRICAL PLANS	Addendum 01 10/30/2023
E2.1	ELECTRICAL DETAILS	Addendum 02 - 12/21/2023
E2.2	ELECTRICAL DETAILS	Addendum 02 - 12/21/2023
FA1.1	FIRE ALARM PLAN	Addendum 01 10/30/2023
T1.1	TELECOMM PLAN	Addendum 01 10/30/2023
T1.1	TELECOMM PLAN	Addendum 01 10/30/2023
End of Document		

SOUTHEAST TOYOTA - JAXPORT FACILITY

UPDATED: October 5th, 2023

APPENDIX A-1 - SPECIFICATION LOG

GMP Package #03B- 100% CD Documents

DOCUMENT NO.	DOCUMENT NAME	DOCUMENT DATE	NOTES
PROJECT MANUAL VOLUME 1 OF 1			
TABLE OF CONTENTS			
	<u>SET Blount Island Combined Specifications 100% CDs</u>	12-Sep-23	
	<u>DIVISION 01 - GENERAL REQUIREMENTS</u>	12-Sep-23	
00 00 00A	COVER SHEET	12-Sep-23	
00 00 00B	TABLE OF CONTENTS	12-Sep-23	
00 31 32	GEOTECHNICAL DATA	12-Sep-23	
01 10 00	SUMMARY	12-Sep-23	
01 25 00	SUBSTITUTION PROCEDURES	12-Sep-23	
01 26 00	CONTRACT MODIFICATION PROCEDURES	12-Sep-23	
01 29 00	PAYMENT PROCEDURES	12-Sep-23	
01 31 00	PROJECT MANAGEMENT AND COORDINATION	12-Sep-23	
01 32 00	CONSTRUCTION PROGRESS DOCUMENTATION	12-Sep-23	
01 32.33	PHOTOGRAPHIC DOCUMENTATION	12-Sep-23	
01 33 00	SUBMITTAL PROCEDURES	12-Sep-23	
01 40 00	QUALITY REQUIREMENTS	12-Sep-23	
01 42 00	REFERENCES	12-Sep-23	
01 50 00	TEMPORARY FACILITIES AND CONTROLS	12-Sep-23	
01 60 00	PRODUCT REQUIREMENTS	12-Sep-23	
01 73 00	EXECUTION	12-Sep-23	
01 74 19	CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL	12-Sep-23	
01 77 00	CLOSEOUT PROCEDURES	12-Sep-23	
01 78 23	OPERATION AND MAINTENANCE DATA	12-Sep-23	
01 78 39	PROJECT RECORD DOCUMENTS	12-Sep-23	
01 79 00	DEMONSTRATION AND TRAINING	12-Sep-23	
	<u>DIVISION 02 - EXISTING CONDITIONS</u>		
	N/A		
	<u>DIVISION 03 - CONCRETE</u>		
03 30 00	CASTINPLACE CONCRETE	12-Sep-23	
03 35 43	SEALED CONCRETE FINISHING	12-Sep-23	
03 47 13	TILT UP CONCRETE	12-Sep-23	
	<u>DIVISION 04 - MASONRY</u>		
04 22 00	CONCRETE UNIT MASONRY	12-Sep-23	
	<u>DIVISION 05 - METALS</u>		
05 12 00	STRUCTURAL STEEL FRAMING	12-Sep-23	

SOUTHEAST TOYOTA - JAXPORT FACILITY

UPDATED: October 5th, 2023

APPENDIX A-1 - SPECIFICATION LOG

GMP Package #03B- 100% CD Documents

DOCUMENT NO.	DOCUMENT NAME	DOCUMENT DATE	NOTES
PROJECT MANUAL VOLUME 1 OF 1			
05 21 00	STEEL JOIST FRAMING	12-Sep-23	
05 31 00	STEEL DECKING	12-Sep-23	
05 50 00	METAL FABRICATIONS	12-Sep-23	
05 51 13	METAL PAN STAIRS	12-Sep-23	
05 52 13	PIPE AND TUBE RAILINGS	12-Sep-23	
05 73 13	GLAZED DECORATIVE METAL RAILINGS	12-Sep-23	
05 73 16	WIRE ROPE DECORATIVE METAL RAILINGS	12-Sep-23	
<u>DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES</u>			
06 10 53	MISCELLANEOUS ROUGH CARPENTRY	12-Sep-23	
06 16 00	SHEATHING	12-Sep-23	
06 40 23	INTERIOR ARCHITECTURAL WOODWORK	12-Sep-23	
06 41 16	PLASTC LAMINATE CLAD ARCHITECTURAL CABINETS	12-Sep-23	
06 42 00	WOOD WALL PANELING	12-Sep-23	
06 64 00	PLASTIC PANELING	12-Sep-23	
<u>DIVISION 07 - THERMAL AND MOISTURE PROTECTION</u>			
07 11 13	BITUMIOUS DAMPPROOFING	12-Sep-23	
07 13 26	SELF ADHERING SHEET WATERPROOFING	12-Sep-23	
07 17 00	BENTONITE WATERPROOFING	12-Sep-23	
07 21 00	BUILDING INSULATION	12-Sep-23	
07 24 11	EXTERIOR FINISH SYSTEM	12-Sep-23	
07 24 23	CEMENT BOARD STUCCO SYSTEM	12-Sep-23	
07 27 26	AIR AND WATER BARRIERS	12-Sep-23	
07 42 13	METAL WALL PANELS	12-Sep-23	
07 42 93	METAL SOFFIT PANELS	12-Sep-23	
07 54 23	THERMOPLASTIC POLYOLEFIN (TPO) ROOFING	12-Sep-23	
07 62 00	SHEET METAL FLASHING AND TRIM	12-Sep-23	
07 71 23.13	MANUFACTURED DOWNSPOUT ADAPTERS	12-Sep-23	
07 72 33	ROOF HATCHES	12-Sep-23	
07 81 00	APPLIED FIREPROOFING	12-Sep-23	
07 84 13	PENETRATION FIRESTOPPING	12-Sep-23	
07 84 43	JOINT FIRESTOPPING	12-Sep-23	
07 92 00	JOINT SEALANTS	12-Sep-23	
<u>DIVISION 08 - OPENINGS</u>			
08 11 13	HOLLOW METAL DOORS AND FRAMES	12-Sep-23	
08 14 16	FLUSH WOOD DOORS	12-Sep-23	
08 31 13	ACCESS DOORS AND FRAMES	12-Sep-23	

SOUTHEAST TOYOTA - JAXPORT FACILITY

UPDATED: October 5th, 2023

APPENDIX A-1 - SPECIFICATION LOG

GMP Package #03B- 100% CD Documents

<u>DOCUMENT NO.</u>	<u>DOCUMENT NAME</u>	<u>DOCUMENT DATE</u>	<u>NOTES</u>
PROJECT MANUAL VOLUME 1 OF 1			
08 33 23	OVERHEAD COILING DOORS	12-Sep-23	
08 33 23.13	HIGH SPEED ROLLING DOORS	12-Sep-23	
08 33 26	OVERHEAD COILING GRILLES	12-Sep-23	
08 41 13	ALUMINUM FRAMED ENTRANCES AND STOREFRONTS	12-Sep-23	
08 41 29	INTERIOR SLIDING ALUMINUM FRAMED DOORS AND PARTITIONS	12-Sep-23	
08 44 13	GLAZED ALUMINUM CURTAIN WALLS	12-Sep-23	
08 71 00	DOOR HARDWARE	12-Sep-23	
08 80 00	GLAZING	12-Sep-23	
08 91 19	FIXED LOUVERS	12-Sep-23	
<u>DIVISION 09 - FINISHES</u>			
09 22 16	NON STRUCTURAL METAL FRAMING	12-Sep-23	
09 29 00	GYPNUM BOARD	12-Sep-23	
09 30 13	TILING	12-Sep-23	
09 51 13	ACOUSTICAL PANEL CEILINGS	12-Sep-23	
09 54 23	SUSPENDED METAL CEILINGS	12-Sep-23	
09 65 13	RESILIENT BASE AND ACCESSORIES	12-Sep-23	
09 65 19	RESILIENT TILE FLOORING	12-Sep-23	
09 65 36	STATIC CONTROL RESILIENT FLOORING	12-Sep-23	
09 65 40	LUXURY VINYL TILE	12-Sep-23	
09 65 66	RESILIENT ATHLETIC FLOORING	12-Sep-23	
09 67 23	RESINOUS FLOORING SYSTEM	12-Sep-23	
09 68 13	CARPET TILE	12-Sep-23	
09 84 13	FIXED SOUND ABSORPTIVE PANELS	12-Sep-23	
09 91 00	PAINTING	12-Sep-23	
09 93 00	STAINING AND TRANSPARENT FINISHING	12-Sep-23	
09 96 53	ELASTOMERIC COATINGS	12-Sep-23	
<u>DIVISION 10 - SPECIALTIES</u>			
10 14 23	PANEL SIGNAGE	12-Sep-23	
10 21 13.19	PLASTIC TOILET COMPARTMENTS	12-Sep-23	
10 26 00	WALL PROTECTION	12-Sep-23	
10 28 13	TOILET ACCESSORIES	12-Sep-23	
10 41 16	EMERGENCY KEY CABINETS	12-Sep-23	
10 44 00	FIRE PROTECTION SPECIALTIES	12-Sep-23	
10 73 16	METAL AWNINGS	12-Sep-23	
<u>DIVISION 11 - EQUIPMENT</u>			
11 13 00	LOADING DOCK EQUIPMENT	12-Sep-23	

SOUTHEAST TOYOTA - JAXPORT FACILITY

UPDATED: October 5th, 2023

APPENDIX A-1 - SPECIFICATION LOG

GMP Package #03B- 100% CD Documents

DOCUMENT NO.	DOCUMENT NAME	DOCUMENT DATE	NOTES
PROJECT MANUAL VOLUME 1 OF 1			
	<u>DIVISION 12 - FURNISHINGS</u>		
12 24 13	ROLLER WINDOW SHADES	12-Sep-23	
12 36 61.16	SOLID SURFACE COUNTERTOPS	12-Sep-23	
	<u>DIVISION 13 - SPECIAL CONSTRUCTION</u>		
	<i>N/A</i>		
	<u>DIVISION 14 - CONVEYING EQUIPMENT</u>		
14 21 00	ELECTRIC TRACTION ELEVATORS	12-Sep-23	
14 42 13	WHEELCHAIR LIFTS	12-Sep-23	
	<u>DIVISION 21 - FIRE PROTECTION</u>		
21 00 00	FIRE SUPPRESSION SPEC	12-Sep-23	
	<u>DIVISION 22 - PLUMBING</u>		
22 00 00	PLUMBING SPECIFICATIONS	12-Sep-23	
	<u>DIVISION 23 - HEATING, VENTILATION, AND AIR-CONDITIONING (HVAC)</u>		
23 00 00	HEATING, VENTILATION, AND AIR-CONDITIONING	12-Sep-23	
	<u>DIVISION 25 - INTEGRATED AUTOMATION</u>		
	<i>N/A</i>		
	<u>DIVISION 26 - ELECTRICAL</u>		
26 00 00	ELECTRICAL SPECIFICATIONS	12-Sep-23	
26 32 13.16	DIESEL-ENGINE-DRIVEN GENERATOR SETS	12-Sep-23	
26 36 00	TRANSFER SWITCHES	12-Sep-23	
	<u>DIVISION 27 - COMMUNICATIONS</u>		
	<i>N/A</i>		
	<u>DIVISION 28 - ELECTRONIC SAFETY AND SECURITY</u>		
	<i>N/A</i>		
	<u>DIVISION 31 - EARTHWORK</u>		
31 31 16	TERMITE CONTROL	12-Sep-23	
	<u>DIVISION 32 - EXTERIOR IMPROVEMENTS</u>		
32 31 19	DECORATIVE METAL FENCES AND GATES	12-Sep-23	
END OF DOCUMENT			

JE Dunn Construction Inc.
 Project #:23012000
 Auto Processing Facility Development - Southeast Toyota JAXPORT Facility
 BID OPENING: **Concrete** (GMP 5)

BID OPENING DATE & TIME: ~~January 17th, 2024 @ 1:00 PM~~ January 23rd, 2024 @ 1:00 PM
 Note: 02 Addendums were issued on this project

Virtual Pre-Bid: Tuesday, December 19, 2023
Site Visit (Mandatory): N/A

NO.	BIDDERS	Bid Form Signed (Y/N)	Addendum Acknowledged (Y/N)	Scope of Work Pages Initialed (Y/N)	Prequalification Form Signed (Y/N)	BASE BID (LUMP SUM)	TOTAL BASE BID w/o GL Insurance & Bond (LUMP SUM)
1	Danko Concrete	Y	Y	Y	Y	\$ 662,300	\$ 655,000
2							

Tabulation Performed By: Trevor Otto

Recorded By: Trevor Otto

Witness: Barry Fransen

Certified By: Jeff Gazaway

JE Dunn Construction Inc.
 Project #:23012000
 Auto Processing Facility Development - Southeast Toyota JAXPORT Facility
 BID OPENING: **Structural Steel** (GMP 5)

BID OPENING DATE & TIME: January 17th, 2024 @ 2:00 PM
 Note: 02 Addendums were issued on this project

Virtual Pre-Bid: Tuesday, December 19, 2023
Site Visit (Mandatory): N/A

NO.	BIDDERS	Bid Form Signed (Y/N)	Addendum Acknowledged (Y/N)	Scope of Work Pages Initialed (Y/N)	Prequalification Form Signed (Y/N)	TOTAL BASE BID (LUMP SUM)	TOTAL BASE BID w/o GL Insurance & Bond (LUMP SUM)
1	GMF	Y	Y	Y	Y	\$ 679,470	\$ 679,470
2							

Tabulation Performed By: Trevor Otto

Recorded By: Trevor Otto

Witness: Barry Fransen

Certified By: Jeff Gazaway

JE Dunn Construction Inc.
 Project #:23012000
 Auto Processing Facility Development - Southeast Toyota JAXPORT Facility
 BID OPENING: **Cabinets & Countertops (GMP 5)**

BID OPENING DATE & TIME: ~~January 17th, 2024 @ 1:00 PM~~ January 23rd, 2024 @ 1:00 PM
 Note: 02 Addendums were issued on this project

Virtual Pre-Bid: Tuesday, December 19, 2023
Site Visit (Mandatory): N/A

NO.	BIDDERS	Bid Form Signed (Y/N)	Addendum Acknowledged (Y/N)	Scope of Work Pages Initialed (Y/N)	Prequalification Form Signed (Y/N)	TOTAL BASE BID (LUMP SUM)	TOTAL BASE BID w/o GL Insurance & Bond (LUMP SUM)
1	Custom Cabinets by Williamson Millworks	Y	Y	N	N	\$ 250,852	\$ 250,852
2	Asteria	N	Y	N	N	\$ 182,900	
3	Laidlaw Commercial Cabinets	---- NO BID ----					

Tabulation Performed By: Barry Fransen

Recorded By: Barry Fransen

Witness: Trevor Otto

Certified By: Jeff Gazaway

JE Dunn Construction Inc.
Project #:23012000
Auto Processing Facility Development - Southeast Toyota JAXPORT Facility
BID OPENING: Exterior Finish (Skin) (GMP 5)

BID OPENING DATE & TIME: January 17th, 2024 @ 4:00 PM
 Note: 01 Addendums were issued on this project

Virtual Pre-Bid: Tuesday, December 19, 2023
Site Visit (Mandatory): N/A

NO.	BIDDERS	Bid Form Signed (Y/N)	Addendum Acknowledged (Y/N)	Scope of Work Pages Initialed (Y/N)	Prequalification Form Signed (Y/N)	TOTAL BASE BID (LUMP SUM)	TOTAL BASE BID w/o GL Insurance & Bond (LUMP SUM)
1	Colby Enterprises	Y	Y	Y	Y	\$ 381,825	
2	Premier Exteriors	Y	Y	Y	Y	\$ 352,198	\$ 352,198

Tabulation Performed By: Barry Fransen

Recorded By: Barry Fransen

Witness: Amy Hammond

Certified By: Jeff Gazaway

JE Dunn Construction Inc.
 Project #:23012000
 Auto Processing Facility Development - Southeast Toyota JAXPORT Facility
 BID OPENING: **Ceramic Tile** (GMP 5)

BID OPENING DATE & TIME: January 18th, 2024 @ 1:00 PM
 Note: 01 Addendums were issued on this project

Virtual Pre-Bid: Tuesday, December 19, 2023
Site Visit (Mandatory): N/A

NO.	BIDDERS	Bid Form Signed (Y/N)	Addendum Acknowledged (Y/N)	Scope of Work Pages Initialed (Y/N)	Prequalification Form Signed (Y/N)	TOTAL BASE BID (LUMP SUM)	TOTAL BASE BID w/o GL Insurance & Bond (LUMP SUM)
1	C.C. Owens Inc	Y	Y	Y	Y	\$ 198,150.00	\$ 198,150.00
2	Spectra Contract Flooring	---- NO BID ----					

Tabulation Performed By: Amy Hammond

Recorded By: Amy Hammond

Witness: Barry Fransen

Certified By: Jeff Gazaway

JE Dunn Construction Inc.
Project #:23012000
Auto Processing Facility Development - Southeast Toyota JAXPORT Facility
BID OPENING: Flooring (GMP 5)

BID OPENING DATE & TIME: January 18th, 2024 @ 2:00 PM
 Note: 01 Addendums were issued on this project

Virtual Pre-Bid: Tuesday, December 19, 2023
Site Visit (Mandatory): N/A

NO.	BIDDERS	Bid Form Signed (Y/N)	Addendum Acknowledged (Y/N)	Scope of Work Pages Initialed (Y/N)	Prequalification Form Signed (Y/N)	TOTAL BASE BID (LUMP SUM)	TOTAL BASE BID w/o GL Insurance & Bond (LUMP SUM)
1	Spectra Contract Flooring	Y	Y	N	Y	\$ 240,052	\$ 240,052
2							

Tabulation Performed By: Barry Fransen

Recorded By: Barry Fransen

Witness: Amy Hammond

Certified By: Jeff Gazaway

JE Dunn Construction Inc.
 Project #:23012000
 Auto Processing Facility Development - Southeast Toyota JAXPORT Facility
 BID OPENING: **Painting & Staining** (GMP 5)

BID OPENING DATE & TIME: January 18th, 2024 @ 3:00 PM
 Note: 01 Addendums were issued on this project

Virtual Pre-Bid: Tuesday, December 19, 2023
Site Visit (Mandatory): N/A

NO.	BIDDERS	Bid Form Signed (Y/N)	Addendum Acknowledged (Y/N)	Scope of Work Pages Initialed (Y/N)	Prequalification Form Signed (Y/N)	TOTAL BASE BID (LUMP SUM)	TOTAL BASE BID w/o GL Insurance & Bond (LUMP SUM)
1	Coastal Painting, LLC	Y	Y	Y	Y	\$ 1,128,557	
2	Baker Paint	Y	Y	Y	Y	\$ 1,314,012	\$ 1,267,318
3	Dave Motta Painting Company Inc	Y	Y	N	Y	\$ 1,406,200	

Tabulation Performed By: Barry Fransen

Recorded By: Barry Fransen

Witness: Amy Hammond

Certified By: Jeff Gazaway

JE Dunn Construction Inc.
Project #:23012000
Auto Processing Facility Development - Southeast Toyota JAXPORT Facility
BID OPENING: Awnings (GMP 5)

BID OPENING DATE & TIME: January 18th, 2024 @ 4:00 PM
 Note: 02 Addendums were issued on this project

Virtual Pre-Bid: Tuesday, December 19, 2023
Site Visit (Mandatory): N/A

NO.	BIDDERS	Bid Form Signed (Y/N)	Addendum Acknowledged (Y/N)	Scope of Work Pages Initialed (Y/N)	Prequalification Form Signed (Y/N)	TOTAL BASE BID (LUMP SUM)	TOTAL BASE BID w/o GL Insurance & Bond (LUMP SUM)
1	Peachtree Awnings & Canopies	Y	Y	Y	Y	\$ 285,538	\$ 285,538
2	Superior Metal Buildings	Y	Y	N	Y	\$ 335,331	\$ 335,331
3	Mitchell Metals	Y	Y	Y	Y	\$ 379,945	
4	Coastal Canvas	N	Y	N	N	\$ 569,093	
5	Dittmer Architectural Aluminum	Y	Y	Y	Y	\$ 788,000	
6	Sperry	---- NO BID ----					

Tabulation Performed By: Barry Fransen

Recorded By: Barry Fransen

Witness: Amy Hammond

Certified By: Jeff Gazaway

JE Dunn Construction Inc.
Project #:23012000
Auto Processing Facility Development - Southeast Toyota JAXPORT Facility
BID OPENING: Plumbing (GMP 5)

BID OPENING DATE & TIME: January 19th, 2024 @ 1:00 PM
 Note: 01 Addendums were issued on this project

Virtual Pre-Bid: Tuesday, December 19, 2023
Site Visit (Mandatory): N/A

NO.	BIDDERS	Bid Form Signed (Y/N)	Addendum Acknowledged (Y/N)	Scope of Work Pages Initialed (Y/N)	Prequalification Form Signed (Y/N)	TOTAL BASE BID (LUMP SUM)	TOTAL BASE BID w/o GL Insurance & Bond (LUMP SUM)
1	Sauers Mechanical	Y	Y	Y	Y	\$ 1,190,312	\$ 1,190,312
2							

Tabulation Performed By: Barry Fransen

Recorded By: Barry Fransen

Witness: Trevor Otto

Certified By: Jeff Gazaway

JE Dunn Construction Inc.
 Project #:23012000
 Auto Processing Facility Development - Southeast Toyota JAXPORT Facility
 BID OPENING: **HVAC** (GMP 5)

BID OPENING DATE & TIME: January 19th, 2024 @ 2:00 PM
 Note: 01 Addendums were issued on this project

Virtual Pre-Bid: Tuesday, December 19, 2023
Site Visit (Mandatory): N/A

NO.	BIDDERS	Bid Form Signed (Y/N)	Addendum Acknowledged (Y/N)	Scope of Work Pages Initialed (Y/N)	Prequalification Form Signed (Y/N)	TOTAL BASE BID (LUMP SUM)	TOTAL BASE BID w/o GL Insurance & Bond (LUMP SUM)
1	Paulson Cheek	Y	Y	Y	Y	\$ 1,098,783	\$ 1,098,783
2							

Tabulation Performed By: Barry Fransen

Recorded By: Barry Fransen

Witness: Trevor Otto

Certified By: Jeff Gazaway

JE Dunn Construction Inc.
Project #:23012000
Auto Processing Facility Development - Southeast Toyota JAXPORT Facility
BID OPENING: Electrical (GMP 5)

BID OPENING DATE & TIME: January 19th, 2024 @ 3:00 PM
 Note: 01 Addendums were issued on this project

Virtual Pre-Bid: Tuesday, December 19, 2023
Site Visit (Mandatory): N/A

NO.	BIDDERS	Bid Form Signed (Y/N)	Addendum Acknowledged (Y/N)	Scope of Work Pages Initialed (Y/N)	Prequalification Form Signed (Y/N)	TOTAL BASE BID (LUMP SUM)	TOTAL BASE BID w/o GL Insurance & Bond (LUMP SUM)
1	Miller Electric	Y	Y	Y	Y	\$ 1,245,173	\$ 1,245,173
2							

Tabulation Performed By: Barry Fransen

Recorded By: Barry Fransen

Witness: Trevor Otto

Certified By: Jeff Gazaway

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

AC-2024-02-02
Reference No.

File

02/21/2024
Date

SUBJECT: Bartram Island DMMA Cell "C" Restoration & Capacity Improvement
JPA Project No.: G2021.06 JPA Contract No.: C-1795 CO#3
Brance Diversified, Inc.

COST: 467,365.74

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.

Under this project, JAXPORT has approved two (2) Change Orders in the total amount of \$1,314,605.22. Change Order No. 3 in the not to exceed amount of \$467,365.74 is needed to haul and install suitable materials from Cell A to Cell C and to patch and repair three (3) 9' diameter CMP half pipe existing weir structures.

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 FY24 and will be funded 100% with JPA funds.

FINANCIAL:

Available Budget :	\$ 510,193
Proposed Expense:	\$ 467,366
Remaining Balance:	<u>\$ 42,827</u>

RECOMMENDATION:

Management recommends that the Board of Directors approve the issuance of Change Order No. 3 to Brance Diversified, Inc., in the amount of \$467,365.74 for Bartram Island DMMA Cell "C" restoration & capacity improvement. The total contract cost to include Change Order No. 1-3 is \$9,556,970.96.

AC-2024-02-02

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

Attachments: Brance Diversified, Inc., PCO-04 dated 02/02/2024

ORIGINATED BY:

[Signature Box]

Kelsey Cox, Sr. Director, Engineering & Construction

SUBMITTED FOR APPROVAL

[Signature Box]

Retta Rogers, Director, Procurement Services

AWARDS COMMITTEE ACTION

[Signature Box]

APPROVED / REJECTED / DEFERRED

CONDITIONS OF APPROVAL (IF ANY):

[Signature Box]

Sandra Platt, Secretary to Awards Committee

[Signature Box]

Robert Peek, Chair to Awards Committee

CHIEF EXECUTIVE OFFICER ACTION

[Signature Box]

APPROVED / REJECTED / DEFERRED

CONDITIONS OF APPROVAL (IF ANY):

[Signature Box]

Eric B. Green, Chief Executive Officer

CONDITIONS OF APPROVAL (IF ANY):

_____ Rebecca Dicks, Corporate Secretary

BOARD DECISION

[Signature Box]

APPROVED / REJECTED / DEFERRED

CONDITIONS OF APPROVAL (IF ANY):

_____ Board Chairman

_____ Board Secretary



ROUTING REQUEST

PROJECT NAME: Bartram Island Cell C Expansion Design/Permitting/Construction

PROJECT NO.: G2021-06 **CONTRACT NO.:** C-1795 **CHANGE ORDER NO** 02

CONTRACTOR NAME: Branche Diversified, LLC

ORIGINAL CONTRACT AMOUNT: \$7,775,000.00

1 ENGINEERING *(REVIEW/APPROVE – UP TO 100K) ***Director 25K and Sr. Director 100K****

JOSE VAZQUEZ

KELSEY COX

2 PROCUREMENT *(REVIEW ALL)*

SANDRA PLATT

RETTA ROGERS

3 FINANCE *(REVIEW ALL – BUDGET CONCURRENCE/EMCUMBRANCE OF FUNDS)*

BRENDA DEWITT

JOEY GREIVE

4 EXECUTIVE TEAM *(REVIEW/APPROVE - greater than 100K & up to 250K)*

JAMES BENNETT

NOTES:

5 CHIEF EXECUTIVE OFFICER *(SIGN/APPROVE - greater than 250K & up to 500K)*

ERIC GREEN
CHANGE ORDER STATUS

CO#	AMOUNT	CO#	AMOUNT		AMOUNT
1	\$839,618.77				
2	\$474,986.45				
3	\$467,365.74				
4					
5				CO's to Date	\$1,781,970.96
6				TSPO's to Date	(\$776,817.90)
7				Revised Contract	\$8,780,153.06
CUMULATIVE CHANGE ORDER TOTAL					\$1,005,153.06

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: 02.02.2024

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: 03

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 - 4	1.	Change Order Summary: Potential Change Order #3: \$457,365.74 (Haul and Install suitable Material from Cell A to Cell C) o 41,000 CY of suitable material (sand) from Cell A to Cell C o Haul rate of 1300 CY/Day (Calculated by averaging the haul rates per day) o Supporting documentation attached Potential Change Order #3-Continued: \$10,000.00 (Patch and Repair 9' Diameter CMP Half Pipe Existing Weir Structures (3 each)) o Materials: \$2,750.00 o Labor and Equipment: \$7,250.00 <input type="checkbox"/> Total Dollar Change Order Request = \$467,365.74 <input type="checkbox"/> Time Extension Request: 33 Calendar Days (supporting documentation attached)	\$467,365.74

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.....	\$1,314,605.22
Value of TSPO Material Purchases	(\$776,817.90)
The Contract Value prior to this Contract Change Order was.....	\$8,312,787.32
The Contract Value will be changed by this Contract Change Order in the amount of	\$467,365.74
The new Contract Value including this Contract Change Order will be.....	\$8,780,153.06
The Contract duration will be changed by.....	33 Calendar Days
The revised Substantial Completion date as of this Contract Change Order is	05.26.2024

Approvals

Jacksonville Port Authority	Brance Diversified, Inc.
By:	By:



2 - Potential Change Order (PCO) - 4

Project:	Bartram Island Cell C Expansion Design/Permitting/Construction	Project Number:	
Process Document:	PCO - 4	Overall Due Date:	
Current Workflow Step:	Holding Step	Step Due Date:	
Subject:	PCO - 00004 - C-1795 - Brance Diversified, Inc.		
Status:	Pending		

Create Change Order

Change Order:	<<Create CO>> Click Button Above to Start a Change Order for this PCO. You will be prompted to add additional PCO's in the Change Order.
---------------	--

Attach PCO:	BARTRAM CHANGE ORDER 3.pdf
Justification:	Potential Change Order Summary: <input checked="" type="checkbox"/> Potential Change Order #3: \$457,365.74 (Haul and Install suitable Material from Cell A to Cell C) <ul style="list-style-type: none"> o 41,000 CY of suitable material (sand) from Cell A to Cell C o Haul rate of 1300 CY/Day (Calculated by averaging the haul rates per day) o Supporting documentation attached <input checked="" type="checkbox"/> Potential Change Order #3-Continued: \$10,000.00 (Patch and Repair 9' Diameter CMP Half Pipe Existing Weir Structures (3 each)) <ul style="list-style-type: none"> o Materials: \$2,750.00 o Labor and Equipment: \$7,250.00 <input checked="" type="checkbox"/> Total Dollar Change Order Request = \$467,365.74 <input checked="" type="checkbox"/> Time Extension Request: 33 Calendar Days (supporting documentation attached)
Contract Days Added/Subtracted:	33

Commitment Change Details

Commitment:	C-1795 - Bartram Island DMMA Cell "C" Restoration		
-------------	---	--	--

Status:	and Capacity Pending	Company:	Brance Diversified, Inc.
Date of Change:	02.02.2024	Reason Code:	Owner Req Scope Chg (Changes)
Created:	02.02.2024 (Ellen Carmosino)		

Commitment Change Items

#	Commitment Item	Description	Budget Line Item	Funding Rule	Current Commitment Amount	Change Amount	Net Commitment Amount
PCO 4	PCO 4	Movement of Material from A to C	01.00.000	JPA	0.00	467,365.74	467,365.74
Totals					0.00	467,365.74	467,365.74

Attached Documents

File Name	Attached By	Date Attached	Step
2022084 Bartram-Cells C-2-3 012524_SIGNED.pdf	Carmosino, Ellen (JAXPORT)	02.02.2024	Start
BDI - Time Extention Request.pdf	Carmosino, Ellen (JAXPORT)	02.02.2024	Start
BDI_Equipment Rental Documentation.pdf	Carmosino, Ellen (JAXPORT)	02.02.2024	Start
BARTRAM CHANGE ORDER 3.pdf	Carmosino, Ellen (JAXPORT)	02.02.2024	Start

BARTRAM ISLAND CHANGE ORDER MONTHLY COST

<u>JOB SITE EQUIPMENT RENTAL</u>	
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
<u>TOTAL</u>	\$114,321.37

<- Owned, but rental cost.

<u>LABOR</u>	
84 Hour Work Weeks	
DOZER OPERATOR 1	\$13,440.00
HOE OPERATOR 1	\$14,336.00
OFF-ROAD TRUCK OPERATOR 1	\$7,616.00
OFF-ROAD TRUCK OPERATOR 2	\$8,064.00
OFF-ROAD TRUCK OPERATOR 3	\$8,064.00
OFF-ROAD TRUCK OPERATOR 4	\$8,064.00
OFF-ROAD TRUCK OPERATOR 5	\$8,064.00
OFF-ROAD TRUCK OPERATOR 6	\$8,064.00
<u>TOTAL</u>	\$75,712.00

<u>FUEL</u>	
BULL DOZER 1	\$7,152.00
TRACK HOE 1	\$16,092.00
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
<u>TOTAL</u>	\$67,944.00

<u>DEF</u>	
BULL DOZER 1	\$405.00
TRACK HOE 1	\$540.00
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
<u>TOTAL</u>	\$3,375.00

<u>GREASE</u>	
3 Cases Per Machine Per Month	
BULL DOZER 1	\$352.76
TRACK HOE 1	\$352.76
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
<u>TOTAL</u>	\$2,822.08

<u>OVERHEAD</u>	
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
<u>TOTAL</u>	\$12,448.00

<u>SURVEYS</u>	
PRE SURVEY	\$4,400.00
POST SURVEY	\$4,400.00
<u>TOTAL</u>	\$8,800.00

<u>WEIR REPAIRS</u>	
MATERIALS	\$2,750.00
INSTALL	\$7,250.00
<u>TOTAL</u>	\$10,000.00

OVERALL TOTAL: \$295,422.45

+ 15% (\$44,313.36)

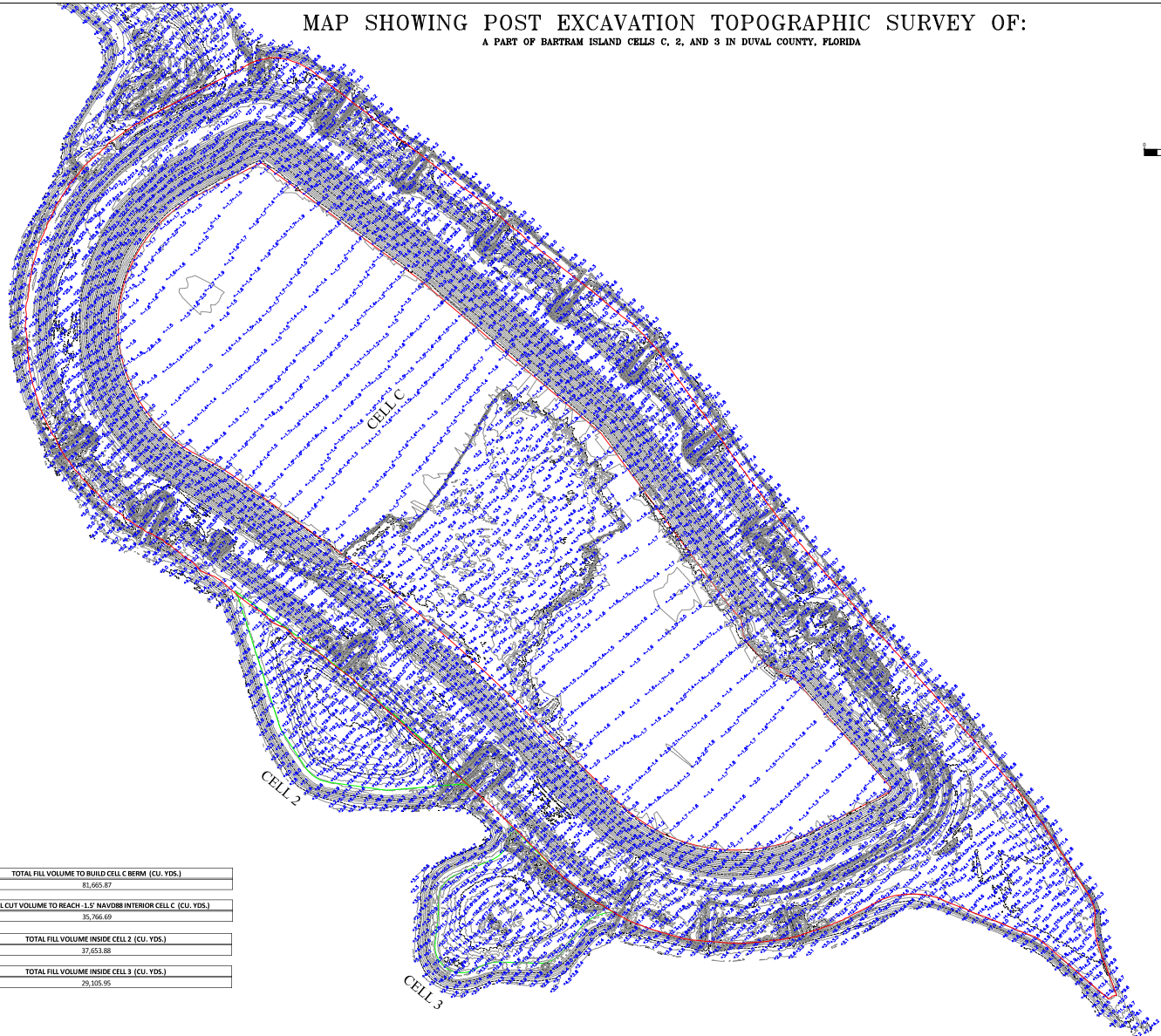
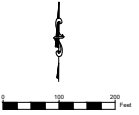
Monthly Cost: \$339,735.81

Daily Cost: \$10,295.02 (33 Days)

\$7.92

Change Order #3 Breakdown		
Direct Cost	41,000 CY * \$7.92	\$324,720.00
Overhead	33 Days * \$3,071.32	\$101,353.56
Equip. Rental Cost, Rain Days	6 Days * \$3,810.71	\$22,864.26
Rain Days Overhead	6 Days * \$3,071.32	\$18,427.92
	Total Change Order Amount:	\$467,365.74
	\$11.40 Per Cubic Yard	

MAP SHOWING POST EXCAVATION TOPOGRAPHIC SURVEY OF:
A PART OF BARTRAM ISLAND CELLS C, 2, AND 3 IN DUVAL COUNTY, FLORIDA



NOTES

1. THIS IS A TOPOGRAPHIC SURVEY AND DOES NOT PURPORT TO BE A BOUNDARY SURVEY.
2. COORDINATES ON WHICH THIS SURVEY IS BASED ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM (EAST ZONE), NORTH AMERICAN VERTICAL DATUM OF 1988, (NAD83/2011) U.S. SURVEY FEET.
3. ELEVATIONS SHOWN HEREON ARE BASED ON NORTH AMERICAN VERTICAL DATUM 1988 (NAVD 88), AS DERIVED FROM THE SURVEY BENCHMARKS ESTABLISHED BY DEGROVE SURVEYORS ON THE USACE PROJECT 15-006, BEING AN IRON PIPE WITH AN ALUMINUM CAP STAMPED "TBM A (PS) LB 4603", ELEVATION = 2.62', AND AN IRON PIPE WITH AN ALUMINUM CAP STAMPED "TBM B (PS) LB4603", ELEVATION = 3.03'.
4. ELEVATIONS DISPLAYED WERE COLLECTED USING PHOTGRAMMETRY COLLECTED WITH A DJI PHANTOM 4 RTK UAV AND PROCESSED IN TRIMBLE STRATAS. THE UAV DATA COLLECTION AND PROCESSING WAS COMPLETED BY DRONE MAPPING SOLUTIONS, LLC ON JANUARY 25, 2024, UNDER THE DIRECT SUPERVISION OF THE SIGNING SURVEYOR.
5. ELEVATIONS IN AREAS COVERED BY WATER WERE COLLECTED BY DEGROVE SURVEYORS INC. UTILIZING RTK GPS ON JANUARY 25, 2024.
6. ELEVATIONS SHOWN HEREON ONLY REPRESENT THE SITE CONDITIONS ON THE DATE OF THE SURVEY.
7. THE ELEVATIONS PRODUCED FROM THE UAV SURVEY WERE COMPARED TO OVER 50 RTK GPS CHECK POINTS THAT WERE COLLECTED BY DEGROVE SURVEYORS ON THE SAME DAY AS THE UAV DATA COLLECTION, TO VERIFY ACCURACY.
8. THE DTM SHOWN ON THIS MAP WAS PRODUCED FROM THE DRONE POINTS COLLECTED ON JANUARY 25, 2024 AND SORTED AT A 2 FOOT INTERVAL, IN COMBINATION WITH RTK GPS POINTS COLLECTED BY DEGROVE SURVEYORS INC. THE POINTS DISPLAYED WERE SORTED AT A 20 FOOT INTERVAL.
9. VOLUME COMPUTATIONS WERE COMPLETED USING THE SURFACE TO SURFACE METHOD IN AUTOCAD CIVIL3D 2020.
10. THIS SURVEY WAS ORIGINALLY DELIVERED IN DIGITAL FORMAT AND HAD AN INTENDED VIEWING SCALE OF 1" = 100'.

LEGEND

- 40.0' ELEVATIONS COLLECTED ON 01/25/24
- VOLUME CALCULATION BORDER FOR AMOUNT OF MATERIAL TO BUILD BERM CELL C
- VOLUME CALCULATION BORDER CELLS 2 AND 3

BASE SURFACE (DATA COLLECTION DATE)	COMPARISON SURFACE (DATA COLLECTION DATE)	TOTAL FILL VOLUME TO BUILD CELL C BERM (CU. YDS.)
PT All FGs (DESIGN)	DSI SURVEY (01/25/24)	81,665.87
BASE SURFACE (DATA COLLECTION DATE)	COMPARISON SURFACE (DATA COLLECTION DATE)	TOTAL CUT VOLUME TO REACH -1.5' NAVD88 INTERIOR CELL C (CU. YDS.)
PT All FGs (DESIGN)	DSI SURVEY (01/25/24)	35,766.69
BASE SURFACE (DATA COLLECTION DATE)	COMPARISON SURFACE (DATA COLLECTION DATE)	TOTAL FILL VOLUME INSIDE CELL 2 (CU. YDS.)
AS-BUILT CELL 2 PRE FILL (12/13/22)	DSI SURVEY (01/25/24)	37,653.88
BASE SURFACE (DATA COLLECTION DATE)	COMPARISON SURFACE (DATA COLLECTION DATE)	TOTAL FILL VOLUME INSIDE CELL 3 (CU. YDS.)
AS-BUILT CELL 3 PRE FILL (12/13/22)	DSI SURVEY (01/25/24)	29,105.95

SURVEY DATE: JANUARY 25, 2024	DRAWING DATE: JANUARY 29, 2024
FIELD BOOK: X, PAGE(S): X	DRAWING SCALE: 1" = 100'
DRAFTED BY: MTN	REVISION DATE:
CHECKED BY: GBN	
COMPUTER FILE: 2022084 BARTRAM-CELL C.DWG	
JOB FILE No: 2022084	

2131 CORPORATE SQUARE BOULEVARD,
JACKSONVILLE, FL 32216
904-722-0400
FAX 904-722-0402
DEGROVE@DEGROVE.COM
LICENSED BUSINESS NUMBER L.B.4603



THIS SURVEY MEETS THE STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS AND MAPPERS IN THE STATE OF FLORIDA, PURSUANT TO CHAPTER 54-17.051 & 54-17.052, F.A.C.
Matthew T. Niles
MATTHEW T. NILES, P.S.M., FLORIDA CERTIFICATION NO. 7315
NOTICE:
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

CERTIFIED TO:
BRANCE DIVERSIFIED, INC.



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 # 0720908-IN

Page 1 of 1

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	2,985.00 <i>Per Gal</i>	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
1-800-525-5053

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: \$13.50
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) BO TO 0718677					Per Gal.	
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

FOR HAZARDOUS MATERIAL EMERGENCY
 SPILL LEAK FIRE ACCIDENT
 CALL NFD/RAIC
 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 # 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						
				FL WATER QUALITY TAX	Per Gal. 0.02500	1.38

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

Received the above materials in good condition

FOR HAZARDOUS MATERIAL EMERGENCY
 SPILL LEAK FIRE ACCIDENT
 CALL NFO TRAC
 1-800-535-9053

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 # 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			
-04			
-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



4 WEEK BILLING INVOICE

206421902-014

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

Customer # : 1141046
Invoice Date : 05/05/23
Date Out : 05/18/22 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

Job Site
BARTRAM ISLAND SPOIL SITE
BARTRAM ISLAND
JACKSONVILLE FL 32226

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

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 TIEF 4 Make: WACKER Model: 3.0 TIF Serial: WNNG020.HM000104 Meter out: 475.10 Meter in: 1.00		175.00	395.00	375.00	975.00
1	241/3010	CABLE BANDED 3 WIRE 3.0'		35.00	75.00	155.00	155.00
						Rental Subtotal:	1,130.00
SALES/MISCELLANEOUS ITEMS:							
Qty	Item		Price	Unit of Measure	Extended Amt.		
1	ENVIRONMENTAL SERVICE CHARGE	[ENV/MCI]	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 4/18/23 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

4 WEEK BILLING
INVOICE

206410067-013



Job Site

BARTRAM ISLAND SPOIL SITE
BARTRAM ISLAND
JACKSONVILLE FL 32226

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

4.1.1237 2 MB 0.528 58720S21.p01 129008 1-5 0



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

Customer #	: 1141046
Invoice Date	: 04/19/23
Date Out	: 05/17/22 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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United Rentals
 DBA Reliable Onsite Services
 BRANCH 34D
 2619 ROLAC RD
 JACKSONVILLE FL 32207-7916
 904-450-4440

**4 WEEK BILLING
 INVOICE**
 # 207052612-012

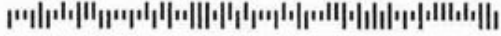


Job Site

REED ISLAND
 11123 REED ISLAND DR
 JACKSONVILLE FL 32225

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

4.1.11111MB 0.528 54997521.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 212-333-6600 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	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	Extended Amt.
1	ENVIRONMENTAL SERVICE CHARGE [ENV/MCI]	42.400	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

3.1.6571 MB 0.528 56246S21.p01 118491 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: WGH0H235CHAA02154 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

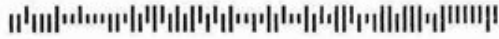
BRANCH 22F
7097 RAMPART RD
JACKSONVILLE FL 32244-5605
904-737-3600
904-737-8009 FAX

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 54310S21.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 212-333-6600 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	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:							
Qty	Item		Price		Unit of Measure		Extended Amt.
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

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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



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

3.1.611 1 MB 0.528 48187S21.p01 078267 1-1 0



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

4 WEEK BILLING
INVOICE

216238743-002



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 212-333-6600 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	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/MCI]	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

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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: 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	175211	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
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USED CATERPILLAR 725C2 ARTICULATED TRUCK

FLA STATE SALES TAX	792.00
FLA DUVAL SURTAX	75.00

A SERVICE CHARGE OF 1 1/4 % 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.

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

PAY THIS AMOUNT
14067.00

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.

ORIGINAL



CUSTOMER STATEMENT

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

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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: 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



CUSTOMER STATEMENT

BRANCE DIVERSIFIED, INC

DUE DATE: 05/31/23

STATEMENT NUMBER: 33864865

AMOUNT DUE: \$9,285.75

CUSTOMER NUMBER: 2151973



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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

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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

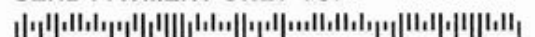
DUE DATE: 05/31/23
AMOUNT DUE: \$9,285.75

PHX26C00101280 - 588509866 - S3



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

SEND PAYMENT ONLY TO:



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P.O. Box 730681
Dallas, TX 75373-0681

0033864865 9999 230531 90000928575



USA-R-0005

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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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

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Customer Service: nabc.customerservice@cat.com

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STATEMENT NUMBER: 33864820
CUSTOMER NUMBER: 2151973

DUE DATE: 05/31/23
AMOUNT DUE: \$9,263.75

PHX26C00101066 - 588509652 - S3

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

SEND PAYMENT ONLY TO:



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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

AMOUNT DUE: \$9,263.69

CUSTOMER NUMBER: 2151973



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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

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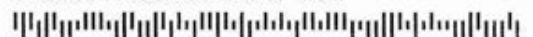
STATEMENT NUMBER: 33864985

DUE DATE: 05/31/23

CUSTOMER NUMBER: 2151973

AMOUNT DUE: \$9,263.69

SEND PAYMENT ONLY TO:



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P.O. Box 730681
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PHX26C00101594 - 588510180 - S3



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

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



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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

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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: 33865304

DUE DATE: 05/31/23

CUSTOMER NUMBER: 2151973

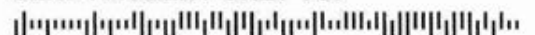
AMOUNT DUE: \$9,263.69

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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



January 30, 2024

Jacksonville Port Authority
 2831 Talleyrand Ave
 Jacksonville, FL 32206

Time Extension Request

Please accept this email as our request for a change order of additional time. We are requesting a change order of 33 additional days due to the additional materials. The hauling of the mud and sand is work that was not in the original bid time and we feel as though we should be granting additional time on the contract to complete this additional work.

Change Order #3 Breakdown		
Direct Cost	43,275 CY * \$7.94	\$343,603.50
Overhead	33 Days * \$3,071.32	\$101,353.56
Equip. Rental Cost, Rain Days	6 Days * \$3,810.71	\$22,864.26
Rain Days Overhead	6 Days * \$3,071.32	\$18,427.92
Total Change Order Amount:		\$486,249.24
\$11.24 Per Cubic Yard		

We are requesting the additional time to complete the additional work.

Please feel free to contact us with any questions or concerns.

Respectfully,
 Angie Ritter

Brance Diversified, Inc.
 14603 Beach Blvd, #3000, Jacksonville Beach, Florida 32250
 Office: (904) 748-0050

Board of Directors Meeting - R2024-02-01 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	C-1780	TMT Berth 5 Pile Jacket Repairs	Michels Construction Inc.	TMT Berth 5 Pile Jacket Repairs	\$1,319,732	\$0	\$1,319,732	\$0	\$1,319,732		Michels Corp. has performed their pre-construction pile inspection prior to mobilization, which is during March, 2024.
	MC-1611A	Pile Cap & Beam Rehab TMT	Underwater Mechanix, Inc	Facilities Wide Underwater Pile Cleaning	\$877,182	\$0	\$877,182	\$126,792	\$750,390	\$0	UMX was awarded the contract to clean piles at TMT Berth 6. NTP issued as of April, 17, 2023. UMX has continued cleaning piles at TMT Berth 6.
	AE-1780		JACOBS Engineering Group	Engineering Inspection & Design Services Pile Jacket Repairs Berth 5	\$143,950	\$68,083	\$212,033	\$159,982	\$52,051	\$0	JACOBS has completed their design.
						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	\$26,265	\$120,689	\$0	JACOBS was awarded the inspection/design contract for TMT Berth 6 piles repairs. JACOBS performed their first inspection. Jacobs is currently preparing inspection reports and starting repair design based on their first inspection. Second inspection will be coordinated with Jacobs based on UMX's progress (MC-1611A).	
2	AE-1588B	Rehabilitate Underdeck Concrete Phase 4	C&ES Construction & Engineering Services	Engineering & Inspection Services for Rehabilitate Underdeck Concrete Phase 4	\$52,440	\$0	\$52,440	\$30,531	\$21,909	\$0	C&ES continues inspection of underdeck concrete repairs (Phase 4 at TMT Berth 4 - 8).
	C-1588A		Southern Road & Bridge LLC	Rehabilitate Underdeck Concrete Phase 4	\$2,143,244	\$887,876	\$3,031,120	\$2,201,078	\$830,042	\$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. Southern Road & Bridge paused for winter, and is planning to resume works in April, 2024.
3	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	\$1,630,499	\$114,974	\$0	Taylor Engineering is providing Services During Construction and making site visits to confirm compliance with contract documents.
						Last CO #06 02/14/22					

Board of Directors Meeting - R2024-02-01 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	
	C-1795		Brance Diversified Inc.	DMMA Cell C Restoration & Capacity	\$7,775,000	\$1,314,605 Last CO #02 9/18/2023	\$9,089,605	\$7,733,620	\$1,355,985	\$467,366	Brance Diversified was awarded the contract to expand Cell C at Bartram Island. The Notice to Proceed was issued on February 24, 2022. New storage building has been installed. Brance Diversified has continued dike walls construction and drain pipes installation.	
4	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 Last CO #01 05/10/22	\$3,465,667	\$1,612,898	\$1,852,769	\$0	Program management services, including field inspection, are being performed to manage the contractors work and progress.	
	C-1772A		Baker Construction, Inc.		SSA Jacksonville Container Terminal Phase 8	\$16,246,000	\$0	\$16,246,000	\$0	\$16,246,000	\$0	Pre-construction meeting was held in December. NTP anticipated to be issued during February, 2024.
	C-1772		Superior Construction Company Southeast, LLC		SSA JCT Container Yard Improvements	\$48,876,120	\$2,470,036 Last CO #12 1/29/24	\$51,346,156	\$37,515,615.00	\$13,830,541	\$0	NTP for Construction was issued on 1/10/22. Superior Construction continues working on Phases 5A and 6A.
5	AE-1830	Auto Processing Facility Development - SET	JE Dunn Construction	Terminal Development for SET - CM at Risk	\$700,000	\$94,604,462 Last CO #10 02/10/24	\$95,304,462	\$20,637,964	\$74,666,498	\$12,110,023	JE Dunn was awarded the CM at risk contract to construct the SET facility. Concrete works for the accessory and operations building foundations have continued. Slab-on-grade concrete is also ongoing. Work has also begun on surcharging various ancillary building foundations in preparation for future construction. Site work continues with the installation of the stormwater and potable water systems. GMP Packages 1-3 have been awarded and GMP Package 4 and 4B were approved by the Board and has been awarded. GMP #5 was advertised, bids were received, and is expected to be approved in February Board meeting. GMP #6 is currently being advertised and it is expected to be submitted to March board for approval. This project is projected to be completed Summer of 2025.	
6	AE-1794	Intersection Improvements at William Mills/Dave Rawls	RS&H, Inc.	Engineering Design Services for BIMT Intersection Improvements	\$152,664	\$0	\$152,664	\$149,293	\$3,371	\$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	\$143,466 Last CO #03 01/15/24	\$2,259,576	\$1,579,957	\$679,619	\$0	PARS Construction was awarded the construction contract. PARS Construction has completed Phases 2 and 3, and continues construction works for Phase 1. Project Completion estimated by late March, 2024.	
Grand Totals					\$83,299,395		\$183,929,332	\$73,404,493	\$110,524,839	\$12,577,389		

VITAL STATISTICS

JANUARY FY2024 - Cargo Performance

CARGO INDICATORS

	VARIANCE					YEAR-TO- DATE			VARIANCE	
	Actual	Budget	Prior	Budget	Prior	Actual	Budget	Prior	Budget	Prior
Vessel Calls	133	130	125	2%	6%	513	520	520	-1%	-1%
Total Tons	800,948	825,465	844,813	-3%	-5%	3,247,337	3,301,861	3,537,167	-2%	-8%
Total Revenue	\$5,838,061	\$5,251,626	\$5,218,289	11%	12%	\$22,146,880	\$20,970,418	\$20,325,369	6%	9%

OPERATING REVENUE / STATISTICS

	VARIANCE					YEAR-TO- DATE			VARIANCE	
	Actual	Budget	Prior	Budget	Prior	Actual	Budget	Prior	Budget	Prior
Container Revenue	\$2,616,017	\$2,692,829	\$2,337,614	-3%	12%	\$10,125,695	\$10,576,805	\$9,300,162	-4%	9%
Container TEU's	101,953	113,643	100,182	-10%	2%	431,641	454,571	445,349	-5%	-3%
ICTF Rail Lifts	1,468	1,500	1,880	-2%	-22%	5,790	6,000	7,137	-4%	-19%
Auto Revenue	\$1,276,354	\$1,129,557	\$1,362,915	13%	-6%	\$5,130,349	\$4,518,228	\$4,925,026	14%	4%
Auto Units	39,410	40,814	45,505	-3%	-13%	179,301	163,254	178,131	10%	1%
Military Revenue	\$251,562	\$58,333	\$189,798	331%	33%	\$620,205	\$233,332	\$321,353	166%	93%
Breakbulk Revenue	\$415,934	\$439,986	\$452,754	-5%	-8%	\$1,474,512	\$1,759,944	\$1,651,002	-16%	-11%
Breakbulk Tons	85,173	79,429	78,568	7%	8%	247,242	317,718	350,211	-22%	-29%
Liquid Bulk Revenue	\$62,963	\$103,062	\$122,077	-39%	-48%	\$428,072	\$440,008	\$485,373	-3%	-12%
Liquid Bulk Tons	23,901	33,766	33,364	-29%	-28%	91,657	135,063	138,170	-32%	-34%
Dry Bulk Revenue	\$208,113	\$178,233	\$224,632	17%	-7%	\$799,354	\$712,932	\$873,437	12%	-8%
Dry Bulk Tons	96,704	97,293	105,007	-1%	-8%	437,270	389,173	450,582	12%	-3%
Cruise Revenue	\$468,964	\$392,000	\$228,371	20%	105%	\$2,114,450	\$1,698,666	\$1,464,121	24%	0%
Cruise Passengers	14,796	13,200	7,050	12%	110%	67,732	57,200	55,711	18%	22%
Total Cargo Revenue	\$5,299,907	\$4,994,000	\$4,918,160	6%	8%	\$20,692,636	\$19,939,915	\$19,020,474	4%	9%
Other Revenue	\$538,154	\$257,626	\$300,129	109%	79%	\$1,454,244	\$1,030,503	\$1,304,895	41%	11%

Jacksonville Port Authority
Comparative Income Statement (Unaudited)
For the 4 months ending 1/31/2024

	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	2,616,017	2,692,829	(76,812)	2,337,614	10,125,695	10,576,805	(451,110)	9,300,162
AUTOS	1,276,354	1,129,557	146,797	1,362,915	5,130,349	4,518,228	612,121	4,925,026
MILITARY	251,562	58,333	193,229	189,798	620,205	233,332	386,873	321,353
BREAK BULK	415,934	439,986	(24,052)	452,754	1,474,512	1,759,944	(285,432)	1,651,002
LIQUID BULK	62,963	103,062	(40,099)	122,077	428,072	440,008	(11,936)	485,373
DRY BULK	208,113	178,233	29,880	224,632	799,354	712,932	86,422	873,437
CRUISE	468,964	392,000	76,964	228,371	2,114,450	1,698,666	415,784	1,464,121
OTHER OPERATING REVENUE	538,154	257,626	280,528	300,129	1,454,244	1,030,503	423,741	1,304,895
TOTAL OPERATING REVENUES	5,838,061	5,251,626	586,436	5,218,289	22,146,880	20,970,418	1,176,462	20,325,369
OPERATING EXPENSES								
SALARIES & BENEFITS	2,051,670	2,070,670	(19,000)	1,736,845	7,817,275	7,962,425	(145,150)	6,878,694
SERVICES & SUPPLIES	479,514	570,519	(91,005)	535,116	1,908,463	2,282,076	(373,613)	1,987,687
SECURITY SERVICES	503,945	475,917	28,028	461,790	1,814,664	1,903,668	(89,004)	1,706,590
BUSINESS TRAVEL AND TRAINING	25,010	56,936	(31,926)	27,560	138,344	227,744	(89,400)	120,146
PROMO,ADV,DUES & MEMBERSHIPS	60,920	64,527	(3,607)	60,003	178,526	258,108	(79,582)	219,227
UTILITY SERVICES	61,850	69,227	(7,377)	75,700	234,308	276,908	(42,600)	268,583
REPAIRS & MAINTENANCE	218,236	212,731	5,505	168,847	775,648	850,924	(75,276)	758,373
CRANE MAINTENANCE PASS THRU	(145,932)	(82,500)	(63,432)	(70,316)	(399,204)	(330,000)	(69,204)	(287,540)
BERTH MAINTENANCE DREDGING	1,324,556	458,345	866,211	1,537,932	2,332,040	1,833,380	498,660	3,539,419
MISCELLANEOUS	12,184	14,718	(2,534)	7,925	48,427	58,872	(10,445)	42,987
TOTAL OPERATING EXPENSES	4,591,951	3,911,090	680,861	4,541,402	14,848,493	15,324,105	(475,612)	15,234,166
OPERATING INC BEFORE DS AND DEPR	1,246,110	1,340,536	(94,426)	676,887	7,298,387	5,646,313	1,652,074	5,091,203
NON OPERATING INCOME								
INVESTMENT INCOME	371,673	108,033	263,640	136,727	1,418,549	432,132	986,417	533,432
SHARED REVENUE FROM CITY	829,132	838,037	(8,905)	913,524	3,286,909	3,352,148	(65,239)	3,388,609
OPERATING GRANTS - SECURITY	-	6,120	(6,120)	8,837	9,387	24,480	(15,093)	8,837
TOTAL NON OPERATING ITEMS	1,200,805	952,190	248,615	1,059,088	4,714,844	3,808,760	906,084	3,930,878
NON OPERATING EXPENSE								
DEBT SERVICE	1,274,975	1,413,566	(138,591)	1,247,740	5,059,822	5,654,265	(594,443)	4,734,419
CRANE RELOCATION	-	-	-	171,000	-	-	-	356,000
OTHER NON OP EXPENSE	254	428	(174)	664	5,398	1,712	3,686	766
TOTAL NON OPERATING EXPENSE	1,275,229	1,413,994	(138,765)	1,419,404	5,065,220	5,655,977	(590,757)	5,091,185
INCOME BEFORE DEPRECIATION	1,171,686	878,732	292,954	316,572	6,948,011	3,799,096	3,148,915	3,930,895

Jacksonville Port Authority
Balance Sheet (in thousands)
At January 31, 2024

	<u>January 31, 2024</u>	<u>December 31, 2023</u>	<u>September 30, 2023</u>
Current Assets			
Cash & cash equivalents	21,647	20,474	21,608
Restricted cash & cash equivalents	2,756	1,416	8,762
Accounts receivable, net	9,506	8,493	7,694
Notes and other receivables	423	164	179
Grants receivable	8,795	5,926	9,104
Inventories and other assets	2,192	2,357	2,278
Total Current Assets	45,319	38,830	49,625
Noncurrent Assets			
Grants receivable - Non Current	6,020	6,020	-
Restricted cash & cash equivalents	16,851	16,793	16,586
Restricted Cash for Cap Projects	53,498	62,336	60,282
Deferred outflow of resources	8,942	8,973	9,064
Capital Assets, net	856,153	851,552	830,649
Total Noncurrent Assets	941,464	945,674	916,581
Total Assets	986,783	984,504	966,206
Current liabilities			
Accounts payable	3,282	3,430	2,729
Construction accounts payable	3,432	3,750	10,030
Accrued expenses	1,130	883	808
Accrued interest payable	1,433	956	2,563
Retainage payable	2,218	2,218	2,218
Bonds and Notes Payable	8,668	8,668	8,668
Total Current Liabilities	20,163	19,905	27,016
Noncurrent liabilities			
Unearned Revenue	14,592	14,592	14,592
Accrued Expenses	2,367	2,443	2,387
Line of credit	14,520	14,860	2,920
Bonds and notes payable	189,050	189,066	197,210
Other Obligations	6,122	6,122	6,122
Net Pension Liability	18,551	18,551	18,551
Deferred inflows - Pension	1,456	1,456	1,456
Total Non Current Liabilities	246,658	247,090	243,238
Total Liabilities	266,821	266,995	270,254
Net Position	719,962	717,509	695,952

COMMERCIAL HIGHLIGHTS

JAXPORT BOARD MEETING
FEBRUARY 2024



COMMERCIAL HIGHLIGHTS

- UPDATE ON PANAMA & SUEZ CANALS
- UPDATE ON MAJOR CARGO TYPES
 - CONTAINERS, BREAKBULK; VEHICLES
- NEW BUSINESS EXAMPLES





NORTH AMERICA CONTAINER IMPORTS

(VS. 2022)



PORT		THRU DEC.
		2023 YTD
West Coast	LALB	↓ -11.7%
	Oakland	↓ -15.4%
	Seaport Alliance	↓ -13.7%
	Vancouver	↓ -12.7%
	Prince Rupert	↓ -31.1%
Coast Total		↓ -13.0%
East Coast	Montreal	↓ -12.6%
	NYNJ	↓ -16.9%
	Virginia	↓ -11.7%
	Charleston	↓ -11.8%
	Savannah	↓ -16.4%
	Jacksonville	↗ 1.6%
	Port Everglades	↓ -15.1%
	Miami	↘ -3.4%
Coast Total		↓ -14.2%
Gulf	Houston	↘ -6.7%
GPT Total		↓ -13.1%

Source: Hackett Associates, Global Port Tracker North America, Feb. 2024

NEW LOCAL DISTRIBUTION CENTERS: PRIMARK AND FRIDA BABY



PRIMARK: JACKSONVILLE



FRIDA: JACKSONVILLE



NEW BUSINESS EXAMPLES

NEW BUSINESS	CARGO TYPE	COMMODITY	PROJECTED NEW BUSINESS
PRIMARK	CONTAINERS	CLOTHING; HOME GOODS	4-5,000 TEUS/YEAR
FRIDA	CONTAINERS	BABY/PARENT ITEMS	1,500+ TEUS/YEAR
MSC S. AMERICA	CONTAINERS	MISC. ITEMS	5,000 TEUS/YEAR
PROJECT EUCLID	BREKBUK	ECUALYPTUS IMPORTS	50,000 TONS/YEAR



COMMERCIAL HIGHLIGHTS

JAXPORT BOARD MEETING
FEBRUARY 2024



Public Safety Report

February 2024

I. JAXPORT Employee Safety

a. Reportable Incidents

For CY24, JAXPORT has had 1 reportable incident per the OSHA Form 300. An employee suffered an eye injury, even though they were wearing safety glasses.

b. Training

The February Safety Training was Safety Culture. Employees were provided information about the importance of an organization’s safety culture and the central factors that share the culture—commitment from management, prioritizing safety, established policies & procedures, and employee attitude towards safety. This builds upon the January Safety Training which focused on Incident Reporting and Root Cause Analysis.

JAXPORT Management Team are revising and enhancing our Incident Reporting and Root Cause Analysis procedure to provide better learning opportunities and address outstanding safety issues.

II. JAXPORT Terminal Safety

a. Year-To-Date

For CY24, there are 18 security violations (23 points). All but 2 of the violations are related to parking in undesignated/prohibited parking areas. A majority of the violations are pending a final outcome. The only Level I (failure to maintain TWIC Escort) violation resulted in a 7 day suspension of terminal access privileges. All of the violations in CY24 have occurred at Blount Island.

<u>Type</u>	<u>Number</u>
Level 1	1
Level 2	1
Level 3	0
Level 4	16

b. February 2023 Statistics

There are 17 violations currently reported for February 2023. One violation was for refusal to follow the instructions of security personnel (Level II), the remaining were parking related.



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

AWARDS COMMITTEE ZOOM MEETING MINUTES
February 21, 2024

Awards Committee Attending

Mr. Robert Peek, Chair	Mr. Bradley Burch
Ms. Chelsea Kavanagh – Vice Chair	Ms. Retta Rogers
Ms. Beth McCague	Ms. Sandra Platt, Recording Secretary
Mr. Patrick “Joey” Greive	

Other Attendees

James Bennett, COO	Corey Bell
Michael Johnson	Kelsey Cox
Justin Ryan	Brandon Braziel
Brandon Blanton	Jose Vazquez
Christopher Good	Ellen Carmosino
Jerrie Gunder	Michael McCoy
Brenda DeWitt	

Robert Peek called the meeting to order at 4:00 PM

Item No. 1

AC2024-02-01

Terminal Development for SET – CM at Risk, GMP5 Packages

JPA Project No.: B2022.11	JPA Contract No.: AE-1830 CO#11
JE Dunn Construction Company	
\$12,110,023	

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

Item No. 2

AC2024-02-02

Bartram Island DMMA Cell “C” Restoration & Capacity Improvement

JPA Project No.: G2021.06	JPA Contract No.: C-1795 CO#3
Brance Diversified	
\$467,365	

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

Item No. 3

AC2024-02-03

Purchase of Six (6) Hybrid Electric RTG Cranes

JPA Project No.: G2023.02	JPA Contract No.: EQ-1933
Mi-Jack Products, Inc.	
\$21,353,358	

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

Item No. 4

AC2024-02-04

Purchase of Seven (7) Tier 4 Diesel Top Picks

JPA Project No.: G2023.02	JPA Contract No.: EQ-1933B
Big Red Incorporated	
\$5,932,990	

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

Item No. 5

AC2024-02-05

American Dynamics Software Maintenance Renewal

JPA Project No.: 193.5840	JPA Contract No.: IT-1774C
Johnson Controls Security Solutions, LLC	
\$32,000	

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

Item No. 6

AC2024-02-06

BIMT Maintenance Facilities Roof Upgrades

JPA Project No.: B2024.07	JPA Contract No.: MC-1923B
Tecta America Corp	

Board of Directors Meeting - Miscellaneous

\$60,527

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

Item No. 7

AC2024-02-07

Purchase of Three (3) Anti-Vehicle Gate Barrier Kits

JPA Project No.: G2022.03

JPA Contract No.: EQ-1956

Meridian Rapid Defense Group

\$165,791

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

Item No. 8

AC2024-02-08

e-Builder Software License Renewal

JPA Project No.: 172.5840

JPA Contract No.: MC-1595G (Single Source)

e-Builder, Inc.

\$85,820

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

Item No. 9

AC2024-02-09

Elevator Refurbishment for Crane No. 8811

JPA Project No.: B2022.14

JPA Contract No.: EQ-1905B (Single Source)

Alimak Hek, Inc.

\$176,527

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

Item No. 10

AC2024-02-10

FY2024 BIMT, TMT & DPMT Facility Inspection

JPA Project No.: 175/176/189.5626

JPA Contract No.: AE-1958

C&ES Consultants, Inc.

\$105,877

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

The meeting was adjourned at 4:44 PM.

(Item 1 - 4 Requires Board Approval)