

Board of Directors Meeting

October 28, 2024 09:00 AM



Agenda Topic

Presenter

Agenda

- | | | |
|------|---|----------------------|
| I. | Pledge of Allegiance/Moment of Silence | Soo Gilvarry |
| II. | Approval of Minutes - Board of Directors Meeting - September 20, 2024 | Chair Wendy Hamilton |
| III. | Public Comments | |
| IV. | Presentations:
Milestone: William James, Mechanic III - 25 Years - Presented by James Bennett
Recognition of Immediate Past Chair Daniel Bean - Presented by Chair Wendy Hamilton | |
| V. | New Business | |
| | BD2024-10-01 Purchase and Sale Agreement SET Talleyrand Parcels | Nick Primrose |
| | BD2024-10-02 Sovereignty Submerged Land Lease Modification to Increase Square Footage - Berth 22 | James Bennett |
| | AC2024-10-01 Construction Engineering Inspection Services for New JFRD Fire Station 48 at BIMT
VIA Consulting Services, Inc. | James Bennett |
| | AC2024-10-02 Construction Management & Inspection Services for JPA
C&ES Consultants, Inc. | James Bennett |
| | AC2024-10-03 BIMT Berth 20 Wharf Expansion
RUSH Marine, LLC | James Bennett |
| | AC2024-10-04 Services During Construction for BIMT Berth 20 Wharf Expansion
Taylor Engineering, Inc. | James Bennett |
| | AC2024-10-05 IBM Maximo Application Suite (MAS) SaaS AWS Implementation & Subscription Services
IBM Corporation | Bradley Burch |
| VI. | CEO Update | Eric Green |
| VII. | Reports | |
| | R2024-10-01 Engineering and Construction Update | James Bennett |

R2024-10-02 Financial Highlights & Monthly Financials/Vital Statistics

Joey Greive

R2024-10-03 Commercial Highlights

Robert Peek

R2024-10-04 Safety Update by Nick Primrose

Info Only

VIII. Other Business

Chair Wendy
Hamilton

Approval of Travel - Chair Wendy Hamilton recommends approval of travel by one or more Board Members of the Authority for business solicitation purposes or to attend any necessary conferences during the months of November/December 2024.

IX. Miscellaneous

A. Awards Committee Meeting Minutes - October 22, 2024

B. Emergency Purchases - Gantry Gearbox Rebuild - Norfolk Bearing & Supply Co. - \$27,410.00

C. Unbudgeted Transactions - None

X. Adjourn

Chair Wendy
Hamilton



BOARD OF DIRECTORS MEETING
Jacksonville Port Authority
2831 Talleyrand Avenue
September 20, 2024

A meeting of the Jacksonville Port Authority Board of Directors was held on Friday, September 20, 2024 at the Port Central Office Building, 2831 Talleyrand Avenue, Jacksonville, Florida. Chairman Bean called the meeting to order at 9:26AM 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
Mr. Tom Slater, Member
Mr. Patrick Kilbane, Member

Ms. Soo Gilvarry, Secretary – Absent

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
Ms. Chelsea Kavanagh, Chief Communications Officer
Mr. Nick Primrose, Chief, Regulatory Compliance
Mr. Reece Wilson, Office of General Counsel
Mr. Chris Miller, City Council Liaison
Ms. Rebecca Dicks, Board Liaison

Approval of Minutes

Chairman Bean called for approval of the June 24, 2024 Board of Directors Meeting Minutes. After a motion by Ms. Hamilton and a second by Mr. Slater, the Board unanimously approved the minutes as submitted.

Public Comments

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

Presentations

Charles Spencer Recognition – NAACP “Keeper of the Flame” Award

Mayor Donna Deegan presented a Proclamation from the City of Jacksonville to Mr. Charles Spencer, recognizing his significant achievements in promoting racial equality and fairness. The JAXPORT Board of Directors also honored Mr. Spencer for receiving the prestigious NAACP 2024 Benjamin L. Hooks “Keeper of the Flame” Award.

Crane Purchase & Refurbishment Appropriation Check Presentation by Duval Delegation

Chairman Bean welcomed members of the Duval Legislative Delegation who presented JAXPORT with a \$23 million check for crane upgrades. The funding will be used to purchase a new container crane for the port’s Talleyrand Marine Terminal from Germany-based Liebherr Crane Company, as well as the refurbishment of existing cranes at the port’s terminals.

Ethics for Independent Authorities

Ms. Kirby Oberdorfer delivered mandatory Ethics Training for the JAXPORT Board of Directors, emphasizing the importance of adherence to state and local ethics laws. She highlighted key ethical obligations for Board Members, ensuring that they fully understand their responsibilities as City Officials. To support their compliance, Ms. Oberdorfer provided each Board Member with a copy of the *City of Jacksonville Government Ethics Board and Commissions Manual*, which outlines the specific rules and regulations applicable to their roles.

Chairman’s Update

Chairman Bean called on Wendy Hamilton, Chair of the Audit Committee, for a brief recap of the CEO’s annual performance review and evaluation presentation made earlier today at the Audit Committee meeting.

Ms. Hamilton reported that the Audit Charter was reviewed, with key clarifications added, including that the Vice Chair of the Board serves as the Chair of the Audit Committee. It was also clarified that the committee can consist of either three or four members, and new board members are encouraged to attend Audit Committee meetings. Additionally, the committee discussed the CEO’s annual performance review and evaluation.

After much discussion, the committee unanimously approved merit-based compensation for CEO Eric Green, which includes a contractually based 3% increase for fiscal year 2025 and a performance-based bonus of up to 35% of his base salary. The evaluation

was based on pre-established metrics, including financial performance, organizational growth, and stakeholder satisfaction.

As Chair of the Audit Committee, Ms. Hamilton moved that the Board approve the CEO's FY23-24 performance review, evaluation, and the recommended bonus award. The motion was seconded by Mr. Slater, and the full Board voted to approve the review and the 35% bonus award for FY23-24.

Proposed Slate of Board Officers

Chairman Bean asked Ms. Hamilton to give an update on the Audit Committee's recommendation as to the proposed slate of board officers to serve a term starting October 1, 2024 through September 30, 2025.

Ms. Hamilton asked fellow Audit Committee member Palmer Clarkson to bring forward this discussion. Mr. Clarkson stated that the Audit Committee proposed that Wendy Hamilton will serve as Chair, Palmer Clarkson will move into the role of Vice Chair, Soo Gilvarry will serve as Treasurer, and Tom Slater will serve as Secretary for a term beginning October 1, 2024 through September 30, 2025.

After a motion by Mr. Clarkson and a second by Mr. Kilbane, the Board unanimously approved this slate of officers to serve a term beginning October 1, 2024 through September 30, 2025.

Chairman Bean asked Ms. Hamilton to continue with the proposed slate of Audit Committee members. Ms. Hamilton stated that the Audit Committee met and proposed that beginning October 1, 2024 through September 30, 2025, the Audit Committee will be chaired by Palmer Clarkson, and Soo Gilvarry, Tom Slater, and Patrick Kilbane will serve as Audit Committee members.

After a motion by Ms. Hamilton and a second by Mr. Clarkson, the Board unanimously approved this slate of Audit Committee officers to serve a term beginning October 1, 2024 through September 30, 2025.

New Business

BD2024-09-01 Funding Agreement for "PORTS" System (Physical Oceanographic Real-Time ®)

Mr. James Bennet presented this submission for Board approval of the Funding Agreement for the Management, Operations, Maintenance, and Repair Agreement for the Jacksonville Physical Oceanographic Real-Time System "PORTS®" System.

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

**AC2024-09-01 Design-Build for New JFRD Fire Station 48 at BIMT
Auld & White Constructors, LLC**

Mr. James Bennett presented this submission for Board approval of the issuance of a contract to Auld & White Constructors for Design-Build for New JFRD Fire Station 48 at BIMT in the amount of \$8,403,400.00 plus \$1,260,510.00 (15%) contingency.

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

CEO UPDATE

Mr. Green provided an update on the ongoing situation regarding the potential ILA (International Longshoremen's Association) strike. He stated that JAXPORT is closely monitoring developments related to the ILA's agreement with the United States Maritime Alliance, and it remains in regular communication with terminal operators who rely on ILA labor to ensure preparedness and minimize potential disruptions.

Mr. Green reported that he, along with several team members, recently traveled to Brazil and Belgium to meet with long-standing JAXPORT partners. In Brazil, the team met with Suzano and Eldorado, two major companies involved in the manufacturing of pulp, a key paper product. These visits aimed to strengthen relationships and explore continued collaboration with these significant port clients.

In Belgium, JAXPORT participated in the International Forest Products Transport Association's PPI Transport Symposium and met with ocean carrier Spliethoff, which handles a large portion of JAXPORT's breakbulk cargo moving through Talleyrand. These engagements highlight the importance of the relationships JAXPORT has built with key industry partners, which are instrumental to the port's continued growth in breakbulk cargo, a significant cargo type for Jacksonville.

Mr. Green reported welcoming another visit from Joel Pizá-Batiz, his counterpart at the Puerto Rico Ports Authority, this month. During the visit, they held individual meetings with ocean carriers serving Puerto Rico to discuss strategies for enhancing the Jacksonville-Puerto Rico trade lane. The discussions focused on efforts to attract more manufacturing to Puerto Rico, aiming to strengthen trade and promote growth in this key market.

Mr. Green informed the Board that JAXPORT continues to experience strong demand for cruising. The port is currently on track to surpass its all-time annual cruise passenger record of 199,000 passengers, which was set in 2018. This growth highlights the increasing popularity and success of JAXPORT's cruise operations. Based on reservations with Carnival through the end of the fiscal year, JAXPORT is expected to serve more than 205,000 cruise passengers this year. This figure represents the highest in the port's 20-year history, surpassing previous records and underscoring the continued growth and demand for cruising at JAXPORT.

Mr. Green informed the Board that JAXPORT successfully hosted its annual Employee Health Fair in August which offered free health resources such as biometric screenings and on-site wellness education. The event was well-attended and he thanked the Employee Wellness Committee for hosting this event.

Mr. Green commended the communications team for receiving statewide recognition from the Florida Public Relations Association. The team won three awards for public relations excellence, including the prestigious Grand Golden Image Award, the highest honor. These awards highlight JAXPORT's successful communication strategies surrounding the 2023 arrival of the ONE Stork, the largest ship to call Jacksonville, and its impact on the port's role as a vital economic engine for the community.

Mr. Green informed the Board that the ongoing efforts to enhance the exterior of the main office are nearing completion with the landscaping project almost finished. By the next board meeting, new trees and shrubbery will be in place to improve the entryway. Additionally, a new awning will be installed in the coming months to provide better protection for guests.

Reports

R2024-09-01 Engineering and Construction Update

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

R2024-09-02 Financial Highlights & Monthly Financials/Vital Statistics

Mr. Joey Greive provided Financial Highlights for the month of August 2024 and provided an overview of the financials and vital statistics.

R2024-09-03 Commercial Highlights

Mr. Robert Peek provided updated commercial highlights to the Board in their books for the month of September 2024.

R2024-09-04 Safety Update

Mr. Nick Primrose provided a Safety Update 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 months of September/October 2024.

Incoming Chair Wendy Hamilton approved the CEO's business travel for single trips which shall not exceed \$2,500.00 for the period of 10/1/2024-9/30/2025.

There being no further business of the Board, the meeting adjourned at 10:55AM.

BD2024-10-01



SUBMISSION FOR BOARD APPROVAL

SUBJECT: Purchase and Sale Agreement SET Talleyrand Parcels

COST: \$8,100,000.00

BUDGETED: YES

BACKGROUND:

J-S Land Holdings, LLC and Florida Land Holdings LLC (Land Trustees) own three parcels totaling approximately 23.28 acres on Talleyrand Avenue that are currently utilized for Southeast Toyota's auto processing business. As part of Southeast Toyota's move from Talleyrand Marine Terminal to Blount Island Marine Terminal, JAXPORT was provided a Right of First Refusal to purchase the parcels. After obtaining appraisals of the property, Land Trustees have agreed to sell the acres to JAXPORT for \$8,100,000.00. JAXPORT has agreed to pay a \$10,000 deposit upon execution of the Purchase Sale Agreement, with the remainder due at closing. Closing will occur within forty-five days after Southeast Toyota achieves beneficial occupancy of their property at Blount Island.

STATUS:

JAXPORT would like to purchase the parcels, ensuring they will remain in use and operation as port, revenue-generating property. Additionally, JAXPORT received a commitment that if purchased, the property will be leased by port tenant, Enstructure, who agreed to a 30-year lease for the existing Southeast Toyota premises.

RECOMMENDATION: Staff recommends that the Board of Directors:

1. Approve the Purchase Sale Agreement of \$8,100,000.00 for the Talleyrand Parcels between Jacksonville Port Authority and J-S Land Holdings, LLC and Florida Land Holdings LLC.
2. Authorize the Chief Executive Officer, or his designee, to execute the Purchase Sale Agreement for the Talleyrand Parcels between Jacksonville Port Authority and J-S Land Holdings, LLC and Florida Land Holdings LLC.

BD2024-10-01



**SUBMISSION
FOR
BOARD APPROVAL**

ATTACHMENT:

Purchase and Sale Agreement

RECOMMENDED FOR APPROVAL:

Nick Primrose
Chief, Regulatory Compliance

Nicholas Primrose
Nicholas Primrose (Oct 21, 2024 15:22 EDT)

Signature and Date

SUBMITTED FOR APPROVAL:

Eric Green
CEO

Eric B. Green
Eric B. Green (Oct 21, 2024 15:28 EDT)

Signature and Date

BOARD APPROVAL:

October 28, 2024
Meeting Date

Rebecca Dicks/Recording Secretary

ATTEST:

Tom Slater, Secretary

Wendy O. Hamilton, Chair

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made on [REDACTED], 2024 (the "Effective Date"), between **J-S LAND HOLDINGS, LLC**, a Delaware limited liability company, whose address is 100 NW 12th Avenue, Deerfield Beach, Florida 33442 ("J-S Land Holdings"), **FLORIDA LAND HOLDINGS LLC**, a Delaware limited liability company, whose address is 100 NW 12th Avenue, Deerfield Beach, Florida 33442, as trustee (i) under an unrecorded land trust agreement, dated as of June 7, 2001, known as JMFE Land Trust, and (ii) under an unrecorded land trust agreement, dated as of June 7, 2001, known as the SET Land Trust ("Florida Land Holdings") (J-S Land Holdings and Florida Land Holdings are referred to collectively herein as "Seller"), and **JACKSONVILLE PORT AUTHORITY**, a body politic and corporate existing under the laws of the State of Florida, whose address is 2831 Talleyrand Avenue, Jacksonville, FL 32206 ("Buyer").

RECITALS:

WHEREAS, J-S Land Holdings is the owner of the parcel of real property located at 1945 Thelma Street, Jacksonville, Duval County, Florida, assigned Jacksonville Real Estate Parcel No. 115918-0010, and comprising approximately +/- 10.92 acres (the "J-S Land Holdings Parcel A-1"), and

WHEREAS, Florida Land Holdings, as trustee of the SET Land Trust, is the owner of the parcel of real property also located at 1945 Thelma Street, Jacksonville, Duval County, Florida and assigned Jacksonville Real Estate Parcel No. 115918-0000, comprising approximately +/- 10.90 acres (the "Florida Land Holdings Parcel A-2"). The Florida Land Holdings Parcel A-2 together with the J-S Land Holdings Parcel A-1 is collectively referred to herein as "Property A" and has previously been used as an automotive storage lot comprising approximately +/- 21.82 acres, and

WHEREAS, Florida Land Holdings, as trustee of the JMFE Land Trust, is the owner of the parcel of real property located at 1732 Talleyrand Avenue, which has previously been used as an industrial facility comprising approximately +/- 1.46 acres (R.E. No. 115898-0000) ("Property B"), and

WHEREAS, Property A and Property B are more particularly legally described in **Exhibit "A"** attached hereto and incorporated herein by this reference, and together with all of Seller's (as applicable) improvements thereon and rights, permits, privileges, licenses, rights of way and easements appurtenant thereto, and are referred to collectively herein as the "Property", and

WHEREAS, Buyer desires to terminate its existing rights of first refusal and right of first offer with Seller ("ROFR and ROFO Rights"), as set forth in that certain First Amendment to Lease and Agreement between Buyer, as landlord, and JM Family Enterprises, Inc. ("JMFE", as tenant, dated August 2, 2022, which amended that certain Agreement and Lease commencing February 1, 2022, as affected by that certain Letter from the Buyer to JMFE dated April 27, 2016; and that certain Letter Agreement dated December 1, 2021 (collectively, the "Existing Lease") and in lieu thereof Buyer has requested to acquire the Property and Seller has agreed to the foregoing, subject to the terms and conditions set forth herein.

IN CONSIDERATION of the mutual covenants of the parties in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. AGREEMENT TO SELL AND CONVEY

Subject to the terms and conditions of this Agreement Seller agrees to sell and convey to Buyer and Buyer agrees to purchase from Seller the Property as more particularly legally described on **Exhibit "A"**, together with all of Seller's (as applicable) right, title and interest in and to the subsurface

rights, development rights, adjacent streets, roads, alleys, or rights-of-way, and any easements, express or implied, affecting the Property to the extent transferable by the Seller.

2. PURCHASE PRICE; ESCROW AGENT

- a. The purchase price to be paid by Buyer to Seller for the Property is EIGHT MILLION ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$8,100,000.00) in immediately available United States funds (the "Purchase Price"), paid to First American Title insurance Company ("Escrow Agent") at Closing by wire transfer to Escrow Agent. Subject to the terms of this Agreement, Seller shall deliver the Property free and clear of any mortgage liens granted by Seller. Notwithstanding anything contained in this Agreement to the contrary Seller and Buyer shall agree on the allocation of the Purchase Price to the parcels making up the Property during the Due Diligence Period and upon determination shall enter into an amendment to this Agreement confirming same.
- b. The Purchase Price shall be paid as follows:
 - (i) \$10,000.00 "Deposit" to be paid by Buyer on the Effective Date and to be held by the Escrow Agent; and
 - (ii) Balance to close (inclusive of Buyer's closing costs, prepaid items and prorations as set forth herein.
- c. The payment of the Deposit and Purchase Price to the Escrow Agent shall be subject to the following provisions:
 - (i) The delivery of the Deposit and Purchase Price to Escrow Agent is for the accommodation of the parties. The duties of the Escrow Agent shall be determined solely by the express provisions of this Agreement. The parties authorize Escrow Agent, without creating any obligation on the part of Escrow Agent in the event this Agreement, the Deposit, or the Purchase Price becomes involved in litigation, to deposit the Deposit and/or Purchase Price with the clerk of the court in which the litigation is pending and thereupon Escrow Agent shall be fully relieved and discharged of any further responsibility under this Agreement. The undersigned also authorizes Escrow Agent, if it is threatened with litigation, to interplead all interested parties in any court of competent jurisdiction and to deposit the Deposit and/or Purchase Price with the clerk of the court and thereupon Escrow Agent shall be fully relieved and discharged of any further responsibility hereunder.
 - (ii) Escrow Agent shall not be liable for any mistake of fact or error of judgment or any acts or omissions of any kind unless caused by its willful misconduct or gross negligence. Escrow Agent shall be entitled to rely on any instrument or signature believed by it to be genuine and may assume that any person purporting to give any writing, notice or instruction in connection with this Agreement is duly authorized to do so by the party on whose behalf such writing, notice or instruction is given.
 - (iii) Escrow Agent shall not be liable to any party except for claims resulting from the negligence or willful misconduct of Escrow Agent. If the escrow is the subject of any controversy or litigation, the parties to the Agreement shall be responsible for any and all loss, cost, damage, liability or expense, including costs of reasonable attorneys' fees to which Escrow Agent may be put or which Escrow Agent may incur by reason of or in connection with such controversy or litigation for which they are legally responsible.

- (iv) The provisions of this paragraph apply to Escrow Agent only in his or her capacity as Escrow Agent. They do not apply to Escrow Agent in any other capacity, such as closing agent, title agent, or attorney.

3. INTENTIONALLY DELETED

4. DUE DILIGENCE PERIOD AND CONTINGENCIES

a. Delivery of Title, Survey and Other Property Information.

Within 5 days after the Effective Date (the "Delivery Date"), the Seller shall deliver to Buyer the following documents related to the Property to the extent in the possession of Seller which are not internally prepared or confidential and not already in the possession of Buyer (the "Due Diligence Materials"):

- (i) Copy of any existing boundary survey of the Property.
- (ii) Copy of any existing environmental site assessment(s) of the Property, including but not limited to, a Phase I Environmental Site Assessment, Phase II Environmental Site Assessment, and/or soil and groundwater testing and analyses reports. To the extent that such reports were prepared for the Seller and a reliance letter is available from the preparer of such report Seller will cooperate with Buyer to obtain a reliance letter as a user of the report(s), at Buyer's sole cost and expense.
- (iii) Copy of any existing survey or report related to the presence or absence of threatened or endangered species located on the Property, including but not limited to bald eagles nests and gopher tortoises. If a permit exists for development of the Property within proximity to an eagle's nests or over gopher tortoise areas and the terms of the permit(s) are acceptable to Buyer, in Buyer's sole discretion, then upon request from Buyer in writing, Seller shall reasonably cooperate with Buyer to transfer the permit(s) to Buyer at Closing.
- (iv) Copy of any existing survey or report related to the presence or absence of wetlands located on the Property.
- (v) Copy of any existing survey or report related to the presence of mold, asbestos, lead-based paint or radon associated with any structures located on the Property.
- (vi) Copy of any survey or report related to geotechnical testing or subsurface investigation.
- (vii) Copy of any existing appraisal for the Property.
- (viii) Copies of any contracts, leases, or other written documents applicable to the Property, and summaries of any oral agreements, such as rights of first refusal or first offer, relating to the Property except to the extent such agreements were entered with or are in favor of Buyer. All contracts, leases, or service agreements encumbering the Property which would survive Closing shall be cancelled by Seller at or prior to Closing unless Buyer has requested in writing prior to expiration of the Due Diligence Period to that Seller assign and Buyer assume same at Closing.
- (ix) Copy of the most recent title commitment or title insurance policy on the Property in possession of Seller.

It is understood that Seller makes no representation or warranty as to the accuracy or completeness of the Due Diligence Materials, provided that Seller shall not intentionally withhold any documents in Seller's possession required to be delivered hereunder containing material adverse information concerning the Property or otherwise knowingly provide false or misleading documents to Buyer.

b. Due Diligence Period. Buyer shall, at Buyer's sole cost and expense, have ninety (90) days after the Effective Date within which to inspect the Property (the "Due Diligence Period"), provided that Buyer in its sole discretion may waive all or a portion of the Due Diligence Period to facilitate Closing by written notice delivered to Seller any time prior to expiration of the Due Diligence Period. Buyer shall have the option to extend the Due Diligence Period for an additional (30) thirty days by providing written notice to Seller of such extension prior to expiration of the Due Diligence Period. Subject to the requirements of Paragraph 4.c., Buyer shall have the right, at reasonable times during the Due Diligence Period, to enter the Property and undertake all investigations that Buyer deems necessary to fully evaluate the Property including, specifically, the right to:

- (i) Obtain a Phase I Environmental Site Assessment of the Property prepared by a licensed Florida consultant and to contact or have its environmental consultants contact the Florida Department of Environmental Protection (the "FDEP"), the United States Environmental Protection Agency (the "EPA"), and any other similar governmental authority having jurisdiction over the Property to determine whether the files and records of those agencies include records indicating that the Property is or has been contaminated;
- (ii) Inspect the Property by completion of a Phase I Environmental Site Assessment by a licensed Florida consultant for evidence of hazardous or other toxic waste contamination or contamination by fuels, oils, or other similar substances;
- (iii) Inspect the Property and potentially collect samples related to the presence or absence of wetlands, threatened or endangered species, mold, radon, lead-based paint and/or asbestos-containing materials;
- (iv) Obtain soil and groundwater samples for physical or laboratory analysis following receipt of Seller's written consent and approval in accordance with Paragraph 4.c.;
- (v) Review title to the Property, including a survey; and,
- (vi) Undertake such other inspections of the Property as it deems necessary.

Seller shall reasonably cooperate with Buyer (at no cost to Seller) in connection with Buyer's inspection of the Property; provided that it is Buyer's obligation to complete their inspections and be comfortable with the condition of the Property. If Buyer terminates the Agreement during the Due Diligence Period, Buyer shall return the Due Diligence materials delivered by Seller together with copies of all diligence obtained by Buyer if requested by Seller, the Initial Deposit shall be returned to Buyer, and neither party shall have any further obligations under this Agreement. Buyer is not under an obligation to utilize the entire Due Diligence Period.

c. Buyer's Due Diligence Responsibilities and Obligations. In conducting any inspections, investigations, or tests on the Property, Buyer and/or its agents, representatives, consultants, vendors and contractors shall comply with applicable laws, shall provide at their cost an

insurance certificate naming Seller, JM Family Enterprises, Inc., Seller's indirect parent company, and their respective affiliates as additional insureds in a form reasonably acceptable to Seller, and shall repair any damages to the Property as a result of the inspection or tests by returning the Property to at least the same physical conditions as it was prior to the Buyer's and/or its agents, representatives, consultants, vendors and contractors activities. Buyer shall be responsible for any damages, liabilities or claims for property damage or personal injury and mechanics or construction liens caused or created by Buyer and/or its agents, representatives, consultants, vendors and contractors in the conduct of such inspections and investigations, other than pre-existing conditions merely discovered by Buyer and/or its agents, representatives, consultants, vendors and contractors. Buyer, its agents, representatives, consultants, vendors and contractors enter the Property and conduct the inspections at their own risk, Seller's agent may accompany during any entrance by the Buyer or its agents, representatives, consultants, vendors and contractors onto the Property; and Buyer's inspections shall be conducted after not less than 48 hours prior written notice, during reasonably convenient hours, and in a manner so as to avoid any unreasonable interference with the business operations. Buyer shall indemnify and hold Seller harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by Buyer on the Property. Prior to conducting any physical inspection of the Property, Buyer shall notify Seller of the scope of the work to be included in such inspection, and shall obtain Seller's written consent and approval, which consent and approval shall not be unreasonably withheld, conditioned, or delayed; provided, however, that Seller may withhold consent in Seller's sole discretion with respect to any invasive testing (including without limitation the conduct of a Phase II Environmental Site Assessment). Within three (3) days of receipt by Buyer, a copy of any and all final inspection reports received by Buyer shall be delivered to Seller. Buyer's obligations contained in this section shall survive the termination of this Agreement.

Notwithstanding anything to the contrary contained in this Agreement, (i) Buyer shall not have any reporting rights or obligations with respect to any violations of environmental laws applicable to the Property that are discovered by Buyer during its tests, examinations or inspections of the Property and (ii) Seller shall be the sole party with any reporting rights or obligations and shall be solely responsible for determining whether reporting of any such violations of environmental laws applicable to the Property are required to be reported to the appropriate regulators.

- d. **Post Due Diligence Period.** After the expiration, or in the event Buyer does not require the entirety of the Due Diligence Period, including if extended as set forth in Paragraph 4(b) above, and so long as Buyer has not terminated this Agreement, Buyer shall continue to have the right to conduct its inspections and evaluations subject to the terms and conditions of this Agreement.
- e. **Termination by Buyer.** Buyer has the right at any time during the Due Diligence Period, as the same may be extended as set forth in Paragraph 4(b) above, to terminate this Agreement if (i) Buyer determines that the Property is not acceptable to Buyer in Buyer's sole discretion or (ii) for no reason at all. If Buyer elects to terminate this Agreement during the Due Diligence Period, Buyer shall provide written notice to Seller on or before the expiration of the Due Diligence Period, Buyer shall receive a return of the Deposit, and this Agreement shall stand terminated and the parties shall have no further rights or obligations under the

provisions of this Agreement except for those that expressly survive termination. Notwithstanding anything contained in this Agreement or the Existing Lease, if Buyer terminates this Agreement prior to the expiration of the Due Diligence Period or if this Agreement is terminated for any other reason hereunder (except as a result of a Seller default), Buyer's ROFR and ROFO Rights set forth in the First Amendment to Lease and Agreement between Buyer, as landlord, and JM Family Enterprises, Inc. as tenant, dated August 2, 2022 shall automatically terminate simultaneous therewith and be of no further force or effect without the need for any further action of the parties; provided, that upon request Buyer shall deliver written documentation confirming the foregoing termination.

5. TITLE AND SURVEY

a. Title.

- (i) No more than twenty (20) days after the Effective Date, Buyer shall obtain at its cost a commitment for an owner's title insurance policy from First American Title Insurance Company (the "Title Company"), agreeing to issue to Buyer upon the recording of the Deeds provided for in this Agreement, an ALTA fee policy of title insurance Form B with Florida revisions in the amount of the Purchase Price insuring Buyer's title to the Property (the "Title Commitment"), as well as survey and contiguity endorsements.
- (ii) No more than fifteen (15) days after receipt of last of the Title Commitment and the Survey, as defined herein, Buyer shall notify Seller in writing of any material adverse conditions, defects, encroachments or other material adverse matters reflected in title or Survey that are not acceptable to Buyer. Seller shall have a period of ten (10) days after receipt of Buyer's title objection letter in which to elect in writing whether to cure the title and survey objections; provided, however, that Seller is not obligated to cure or institute any litigation to cure the objections, other than monetary liens arising through Seller and removable by the payment of money, which Seller shall be obligated to pay from its proceeds at Closing, to otherwise bond off or have removed from the Buyer's title policy. If Seller elects to cure the title objections, Seller shall use good faith efforts to cure such objections to title or survey within thirty (30) days after its election. If Seller elects not to cure such title objections, within thirty (30) days after Seller's response, Buyer may (i) refuse to purchase the Property, receive a refund of the Deposit, and terminate this Agreement and the parties hereto shall be released from all further obligations except as expressly set forth to survive termination hereunder; or (ii) waive the objections and close the purchase of the Property subject to the objections without a reduction of Purchase Price. If Seller is unable to cure the title objections which Seller elected to cure after using good faith efforts, then in addition to the elections above, Buyer may allow Seller additional time to cure the objections (not to exceed an additional 60 day period), after which if same remains uncured, Buyer shall have the right to elect (i) or (ii) above provided in this paragraph.

Seller's inability or failure to cure the Title Objections is not a breach of this Agreement.

- (iii) If the Title Commitment obtained by Buyer is delivered to Seller and reflects that the Property is encumbered by a covenant to pay assessments, then, so long as Buyer objects to same in its objection notice, prior to Closing Seller shall deliver and/or obtain, at its expense, an estoppel certificate from such party or Seller addressed to Buyer and in form reasonably acceptable to Buyer and such party, that confirms, to the actual knowledge of such party, that all assessments are paid current (and if not, the sum outstanding), and stating the current amount of assessments on the Property. The certificate shall be

sufficient as may be required by the Title Company to delete the exception for delinquent assessments from the Title Commitment.

- b. **Survey.** Within thirty (30) days after the Effective Date, Buyer may obtain at its cost a new survey of the Property (the "Survey"). The Survey shall be certified to Seller, Seller's attorney, the Title Company, the Title Agent, and Buyer, shall meet or exceed Standards of Practice for Surveying, in the State of Florida set forth by: Chapter No. 5J-17 (.050-.052) of the Florida Administrative Code (FAC), and will show and describe the exterior boundaries and corner markers or monuments of the Property, the size and location of all improvements and structures upon the Property, any encroachments, easements, rights-of-way or other conditions to which the Property is subject, and the legal description and the area of the Property. If Buyer elects not to obtain a new Survey, then the Buyer's title policy will be issued without a survey or contiguity endorsement and with survey exceptions resulting from such election, and Seller shall not be obligated to cure same.
- c. **Environmental Assessments.** If an environmental site assessment obtained by Buyer during the Due Diligence Period confirms the presence of hazardous substances or petroleum products on the Property in violation of applicable laws that was not previously reports or otherwise reflected in the public records, and as a result thereof Buyer delivers a notice of termination to Seller prior to expiration of the Due Diligence Period, then Seller shall have ten (10) days after receipt of such notice of termination to elect in writing delivered to the Buyer (the "Environmental Notice") to remediate same to the extent required by governmental authorities having jurisdiction over the Property, at Seller's sole cost and expense, either prior to or after Closing. If Seller does not timely deliver the Environmental Notice or otherwise expressly elects not to cure any such environmental matters in writing, then Buyer, at its sole option, may elect to terminate this Agreement within five (5) business days after expiration of the period for Seller to deliver the Environmental Notice, the Deposit shall be returned to Buyer, and neither party shall have any further obligations under this Agreement. This section 5.c. shall survive the Closing.

6. **CLOSING PROVISIONS**

- a. **Closing Date.** The transfer of the Property in the manner contemplated by this Agreement (the "Closing") shall take place on the later of the date that is (the "Closing Date") within forty-five (45) days after the Date of Beneficial Occupancy (as defined in the Blount Island Lease).
- b. **Blount Island Premises.** It shall be a condition precedent to Seller's obligation to close under this Agreement that on or prior to the Closing Date, SET shall have vacated the Property and relocated to the Blount Island Marine Terminal (the "Blount Island Premises") in accordance with the Blount Island Lease (in which event Buyer and SET shall execute and deliver documentation reasonably necessary in connection with the Blount Island Lease and/or the Existing Lease). "Blount Island Lease" means that certain Facilities Lease Agreement by and between the Buyer, as landlord, and Seller's affiliate, Southeast Toyota Distributors, LLC ("SET"), as tenant, dated April 25, 2022, as amended from time to time.
- c. **Location of Closing.** Buyer and Seller shall mutually agree on the time and place of Closing, which may be handled by mail away. It shall not be a requirement of Closing that either Buyer or Seller appear in person as either party may execute and deliver the required closing documents to the closing agent to be held in escrow prior to the Closing Date.
- d. **Conditions to Obligation to Close.**

(i) Buyer's obligation to close is subject to the satisfaction or waiver, as of the Closing, of each of the following conditions (any of which may be waived in whole or in part in writing by Buyer at or prior to the Closing):

- a. The representations and warranties of Seller set forth in this Agreement shall be true as of the date of Closing.
- b. Seller shall have complied with all of the covenants, agreements and conditions required by this Agreement to be performed, observed and complied with by Seller as of the Closing.
- c. The Title Commitment shall be marked down at Closing subject only to exceptions accepted by Buyer pursuant to Section 5 of this Agreement.
- d. SET shall have relocated to the Blount Island Facility.
- e. If Seller is selling in a representative capacity, Seller shall have executed the beneficial interest affidavit as required by Section 286.23, Florida Statutes at least ten (10) days prior to Closing in the form attached as **Exhibit "B"**.

(ii) Seller's obligation to close is subject to the satisfaction or waiver, as of the Closing, of each of the following conditions (any of which may be waived in whole or in part in writing by Seller at or prior to the Closing):

- a. The representations and warranties of Buyer set forth in this Agreement shall be true as of the date of Closing.
- b. Buyer shall have complied with all of the covenants, agreements and conditions required by this Agreement to be performed, observed and complied with by Buyer as of the Closing.
- c. The Agreement shall not have been previously terminated.
- d. SET shall have relocated to the Blount Island Facility.
- e. Seller shall have obtained written approval of the Board of Directors and each other party required to close on the transactions contemplated hereunder.

e. Seller's Obligations at Closing. At Closing Seller shall:

- (i) Execute, acknowledge, and deliver to Buyer a special warranty deed in recordable form (each, and collectively, the "**Deed**"), conveying the Property to Buyer. Notwithstanding anything contained herein to the contrary, the Deed shall contain a reference to any restrictions and/or recorded instruments disclosed by Due Diligence Materials or Buyer's Due Diligence which require reference in the Deed (including, without limitation, any documents disclosed by the Title Commitment).
- (ii) Execute and deliver to Buyer an assignment of all contracts, licenses, leases (that are not canceled on or prior to the Closing Date, if any), and other similar intangibles or rights pertaining to the Property as set forth in this Agreement that Buyer has elected to accept.

- (iii) Deliver to the Title Company evidence satisfactory to it of Seller's authority to execute and deliver the documents reasonably necessary to complete this transaction.
- (iv) Deliver to the Title Company all other documents reasonable required under the Title Commitment to permit the Title Company to issue its policy to the Buyer pursuant to Section 5 of this Agreement.
- (v) Deliver to the Title Company a certificate that Seller is not a foreign person in accordance with Section 1445 of the Internal Revenue Code.
- (vi) Deliver to Buyer originals (if available) or copies (if originals are not available) of all licenses and permits applicable to the Property, if any, and execute and deliver to Buyer any reasonably requested application, transfer form or notification given to Seller by Buyer required to be completed by Seller and necessary to transfer to Buyer all applicable licenses and permits if transfer is requested by Buyer in accordance with this Agreement (provided that in all events if any permits or licenses applicable to the Property are required to be transferred by applicable law, same shall be transferred at Closing and Seller shall reasonably cooperate in good faith in connection therewith), to the extent same are transferable.
- (vii) Execute and deliver the closing statement and any other documents reasonably required to complete the transaction contemplated by this Agreement.
- (viii) Deliver, or cause JMFE to deliver an executed termination of the ROFR and ROFO Rights contained in the Existing Lease.

f. Buyer's Obligations at Closing: At Closing Buyer shall:

- (i) Subject to the terms of this Agreement, and at the same time as the performance by Seller of its obligations under this Agreement, Buyer shall make payment to the Escrow Agent by wire transfer of immediately available funds acceptable to the Title Company, in an amount equal to the Purchase Price after credits and prorations, for delivery to Seller on Seller's performance of its obligations.
- (ii) Deliver to the Seller and Title Company evidence satisfactory to it of Buyer's authority to execute and deliver the documents reasonably necessary to complete this transaction.
- (iii) Execute and deliver to Seller any reasonably requested application, transfer form or notification required to be completed by Buyer and necessary to transfer to Buyer all licenses and permits applicable to the Property, if any, if transfer is requested by Buyer in accordance with this Agreement (provided that in all events if any permits or licenses applicable to the Property are required to be transferred by applicable law, same shall be transferred at Closing and Buyer shall reasonably cooperate in good faith in connection therewith), to the extent same are transferable.
- (iv) Deliver to Seller Buyer's signature to any document requested to be delivered by Seller hereunder, including any assignment.
- (v) Deliver an executed termination of the ROFR and ROFO Rights of Buyer contained in the Existing Lease.
- (vi) Execute and deliver the closing statement and any other documents reasonably required to complete the transaction contemplated by this Agreement.

g. Closing Costs.

(i) At Closing, Seller shall pay:

- (a) The cost of satisfying any Seller mortgage liens against the Property;
- (b) The costs of recording any corrective instruments agreed to by Seller in accordance with Section 5 of this Agreement; and
- (c) The documentary stamp taxes due on the Deed.

(ii) Buyer shall pay:

- (a) All costs incurred in obtaining the Survey;
- (b) The insurance premium for the Title Policy and any endorsements thereto;
- (c) The cost of the Title Commitment and any searches (including any municipal lien searches);
- (d) The cost of recording the Deed; and
- (e) All costs incurred for Buyer's inspections of the Property.

(iii) Each party shall pay any fees incurred by it for legal or other consultants.

h. Prorations.

- (i) Amounts payable under any contracts and leases assigned to Buyer pursuant to the terms of this Agreement shall be prorated as of 12:00 a.m. on the date of Closing, with the date of Closing belonging to Buyer.
- (ii) All remaining bills of every nature relating to the Property, including those for labor, materials, services, and capital improvements incurred by Seller for the period ending at 12:00 a.m. on the date of Closing shall be paid by Seller.

i. Real Estate Taxes.

Ad valorem real estate taxes on the Property shall be prorated between the Buyer and Seller as of the Closing Date using the current year tax bill or, if not available, the prior year's tax bill applying the 4% discount, and escrowed with the county tax collector at Closing as provided in §196.295, F.S.

j. Possession.

Exclusive possession of the Property shall be delivered to Buyer at Closing free and clear of any existing tenants, squatters, or unauthorized occupants.

k. Title Mark-Up.

Prior to disbursement of the closing proceeds at Closing the Title Company shall conduct a title date down to the Title Commitment and mark-up the Title Commitment indicating satisfaction of requirements and deleting exceptions in accordance with Section 5 of this Agreement, and changing the effective date of the Title Commitment to the date and time of recording of the Deed to the Buyer.

7. DEFAULT

a. Default by Seller.

If Seller defaults under the provisions of this Agreement and same is not cured within five (5) business days of notice thereof, Buyer may, at Buyer's election (i) waive the default and proceed to Closing; (ii) seek specific performance (provided, that Buyer shall file proceedings for such remedy within thirty (30) days of the alleged default), or if Seller has made specific performance an impossible remedy, then seek damages at law for Buyer's actual out of pocket expenses incurred in connection with this transaction not to exceed \$5,000.00; or (iii) refuse to close, terminate this Agreement and receive a return of the Deposit and Purchase Price paid to Escrow Agent, if any, and the parties shall have no further rights or obligations under this Agreement (except as to those that expressly survive termination).

b. Default by Buyer.

If Buyer defaults under the provisions of this Agreement and same is not cured within five (5) business days of notice thereof, Seller may, at Seller's election (i) refuse to close, terminate this Agreement and receive the Deposit required to be paid under this Agreement as of such date and Purchase Price, each if already paid to Escrow Agent, as applicable and as liquidated damages, and the parties shall have no further rights or obligations under this Agreement (except as to those that expressly survive termination) unless the Deposit and/or Purchase Price has not been paid to Escrow Agent, in which event Seller shall have the right to seek damages available at law for Buyer's default or (ii) terminate this Agreement and seek damages at law for Buyer's default.

8. BROKERAGE COMMISSIONS

Each party represents to the other they are not represented by brokers or finders in this transaction; therefore, no brokerage commissions are to be paid by either party. In the event any claim is made for a brokerage commission in connection with the negotiation, execution, or consummation of this transaction, each party indemnifies the other against parties claiming a brokers commission made by, through, or under such party.

9. OTHER CONTRACTUAL PROVISIONS

a. Assignability.

This Agreement may not be assigned by Seller without the express written consent of Buyer, in its reasonable discretion. This Agreement may not be assigned by Buyer without the express written consent of Seller, in its sole discretion.

b. As Is Condition.

AS A MATERIAL PART OF THE CONSIDERATION FOR THIS AGREEMENT, SELLER AND BUYER AGREE THAT, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF SELLER SET FORTH IN THIS AGREEMENT AND IN THE CLOSING DOCUMENTS DELIVERED BY SELLER AT CLOSING (THE "EXCEPTIONS"), BUYER IS ACQUIRING THE PROPERTY "AS IS" WITH ALL FAULTS AND DEFECTS, LATENT AND PATENT, AND BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT FOR THE EXCEPTIONS, SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING, OR

WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL, AND GEOLOGY, AND THE PRESENCE OR ABSENCE OF ANY POLLUTANT, HAZARDOUS WASTE, SOLID WASTE, GAS OR OTHER SUBSTANCE ON OR ABOUT THE PROPERTY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY INTEND TO CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY OR BODY HAVING JURISDICTION INCLUDING, WITHOUT LIMITATION, ALL APPLICABLE ZONING LAWS, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, OR (F) ANY OTHER MATTER RELATED TO OR CONCERNING THE PROPERTY. BUYER SHALL NOT SEEK RECOURSE AGAINST SELLER ON ACCOUNT OF ANY LOSS, COST OR EXPENSE SUFFERED OR INCURRED BY PURCHASER WITH REGARD TO ANY OF THE MATTERS DESCRIBED IN CLAUSES (A) THROUGH (F) ABOVE AND HEREBY ASSUMES THE RISK OF ANY ADVERSE MATTERS RELATED TO THE MATTERS DESCRIBED IN CLAUSES (A) THROUGH (F) ABOVE. BUYER ACKNOWLEDGES THAT BUYER, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY OR ON BEHALF OF SELLER OR ANY STATEMENT, REPRESENTATION OR OTHER ASSERTION MADE BY SELLER WITH RESPECT TO THE PROPERTY, EXCEPT FOR THE EXCEPTIONS. BUYER FURTHER ACKNOWLEDGES THAT NO INDEPENDENT INVESTIGATION OR VERIFICATION HAS BEEN OR WILL BE MADE BY SELLER WITH RESPECT TO ANY INFORMATION SUPPLIED BY OR ON BEHALF OF SELLER CONCERNING THE PROPERTY, AND SELLER MAKES NO REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION, IT BEING INTENDED BY THE PARTIES THAT BUYER SHALL VERIFY THE ACCURACY AND COMPLETENESS OF SUCH INFORMATION ITSELF. BUYER ACKNOWLEDGES THAT THE DISCLAIMERS, AGREEMENTS AND OTHER STATEMENTS SET FORTH IN THIS SECTION 17 ARE AN INTEGRAL PORTION OF THIS AGREEMENT AND THAT SELLER WOULD NOT AGREE TO SELL THE PROPERTY TO BUYER FOR THE PURCHASE PRICE WITHOUT THE DISCLAIMERS, AGREEMENTS AND OTHER STATEMENTS SET FORTH IN THIS SECTION 9.B.

c. Notices.

Any notices to be given to either party in connection with the provisions of this Agreement must be in writing and given by hand delivery, by reputable national overnight courier, or certified or priority mail, return receipt requested. A notice is effective when received, except if a party fails or refuses to collect certified mail, the notice shall be effective on the date the second delivery is attempted, whether or not the party collects the certified mail after the second delivery attempt. Notices hereunder may be sent by electronic mail (with a hard copy to follow immediately and simultaneously by one of the other delivery methods prescribed hereunder) and delivered to the addresses set forth at the outset of this Contract, with copies to the parties at the email addresses set forth below. The addresses for notices are as follows or as otherwise designated in writing:

To Buyer:

JAXPORT
Attn: Nick Primrose

Chief of Regulatory Compliance
2831 Talleyrand Avenue
Jacksonville, Florida 32206
Email: Nicholas.Primrose@jaxport.com

With a Copy to:

Office of General Counsel
Attn: Government Operations
117 West Duval Street, Suite 480
Jacksonville, Florida 32202
Attn: Harry Wilson
Email: rmwilson@coj.net

To Seller:

Southeast Toyota Distributors, LLC
Attn: Eric Carter, Group Vice President, Operations
9985 Pritchard Rd
Jacksonville, FL 32219
Email: Eric.Carter@setoyota.com

With a Copy to:

JM Family Enterprises, Inc.
Attn: Maria Mayer, Esq., Associate General Counsel
100 Jim Moran Blvd.
Deerfield Beach, FL 33442,
Email: Maria.Mayer@jmfamily.com

d. Representations and Warranties.

(i) Buyer makes the following representations and warranties to Seller:

- (a) Action of Buyer. Buyer has taken all necessary action to authorize the execution, delivery and performance of this Agreement. This Agreement constitutes the valid and binding obligation and agreement of Buyer, enforceable against Buyer in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws of general application affecting the rights and remedies of creditors.
- (b) No Violations of Agreements. To the actual knowledge of Buyer, neither the execution, delivery or performance of this Agreement by Buyer, nor Buyer's compliance with the terms and provisions of this Agreement, will result in any breach of the terms, conditions or provisions of, or conflict with or constitute a default under any agreement or instrument.
- (c) Pending Actions. To Buyer's knowledge, there is no action, suit, arbitration, unsatisfied order or judgment, government investigation or proceeding pending against Buyer which, if adversely determined, would individually or in the aggregate materially interfere with the consummation of the transactions contemplated by this Agreement.

- (d) No Bankruptcy Proceedings. Buyer has not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Buyer's creditors, (iii) suffered the appointment of a receiver to take possession of all or substantially all of Buyer's assets, or (iv) suffered the attachment or other judicial seizure of all or substantially all of Buyer's assets.

Buyer shall notify Seller promptly if Buyer becomes aware of any transaction or occurrence prior to the Closing Date that would make any of the representations or warranties of Buyer contained in this Section 9.d.(i) untrue in any material respect.

(ii) Seller makes the following representations and warranties to Buyer, as of the Effective Date and the Closing Date, except to the extent that Seller gives Buyer written notice prior to the Closing Date of the falsity or inaccuracy of any representation or warranty and Buyer nonetheless elects to close on the transaction, in which event Seller shall be deemed not to have breached such representation or warranty (to the extent of Buyer's knowledge thereof) and Seller shall not be in default under the Agreement as a result thereof, that:

- (a) Action of Seller. Seller has taken all necessary action to authorize the execution, delivery and performance of this Agreement. This Agreement constitutes the valid and binding obligation and agreement of Seller, enforceable against Seller in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws of general application affecting the rights and remedies of creditors.
- (b) No Violations of Agreements. To the actual knowledge of Seller, neither the execution, delivery or performance of this Agreement by Seller, nor Seller's compliance with the terms and provisions of this Agreement, will result in any breach of the terms, conditions or provisions of, or conflict with or constitute a default under, or result in the creation of any lien, charge or encumbrance upon its Property pursuant to the terms of any indenture, mortgage, deed of trust, note, evidence of indebtedness or any other agreement or instrument which will bind Seller or the Property at Closing.
- (c) Pending Actions. To Seller's knowledge, there is no action, suit, arbitration, unsatisfied order or judgment, government investigation or proceeding pending against Seller which, if adversely determined, would individually or in the aggregate materially interfere with the consummation of the transactions contemplated by this Agreement.
- (d) No Bankruptcy Proceedings. Seller has not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Seller's creditors, (iii) suffered the appointment of a receiver to take possession of all or substantially all of Seller's assets, or (iv) suffered the attachment or other judicial seizure of all or substantially all of Seller's assets.
- (e) Compliance with Laws. To Seller's knowledge, Seller has received no written notice alleging any material violations of law, municipal or county ordinances or other legal requirements with respect to the Property or any portion thereof, which violation or alleged violation has not been corrected

or which will not be corrected by Seller to the satisfaction of applicable governmental authorities.

- (f) Condemnation. To Seller's knowledge, Seller has received no written notices of any pending or threatened condemnation or eminent domain proceeding against the Property.
- (g) Leases. To Seller's knowledge, there are no leases to which Seller is a party affecting the Property which will be binding on Buyer or the Property after the Closing Date.
- (h) Other Agreements. Seller has not entered into any contract or agreement with respect to the Property which will be binding on Buyer after the Closing Date except as disclosed to Buyer prior to expiration of the Due Diligence Period or approved by Buyer.
- (i) Not a Foreign Person. Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended.
- (j) None of the Sellers is a Person with whom U.S. Persons are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism) or other similar governmental action.
- (k) Employees. Seller has no employees or employment agreements or collective bargaining agreements at the Property for which Buyer will be responsible after the Closing.

For purposes of the representations of Seller pursuant to this Agreement, Seller will be deemed to have "knowledge" of a particular fact or other matter if Eric Carter, has, or at any time had, actual knowledge of such fact or other matter. If Seller gives Buyer written notice prior to the Closing Date of the falsity or inaccuracy of any representation or warranty or Buyer otherwise obtains knowledge thereof and elects not to Close as a result thereof and delivers notice to Seller confirming such election, Seller may (within five (5) days of receipt of such termination notice) elect to cure such falsity or inaccuracy within thirty (30) days thereafter (in which event Closing shall be delayed to allow such 30-day cure period); provided, that if Seller is not able to cure same during such 30-day period, such failure shall not be a default under this Agreement.

The foregoing representations and warranties of Seller and Buyer set forth in this Section 9.d. above shall terminate at Closing.

e. Timeliness.

If the deadline or date of performance for any act under the provisions of this Agreement falls on a Saturday, Sunday, or City legal holiday the date shall be extended to the next business day.

f. Entire Agreement; Modifications.

This Agreement contains the entire agreement between the parties. All prior agreements, understandings, representations, and statements, oral or written, are merged into this Agreement. This Agreement cannot be modified or terminated except by an instrument in writing.

g. Applicable Law.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida.

h. Headings.

Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

i. Counterparts.

This Agreement may be executed in several counterparts, each constituting a duplicate original. All such counterparts shall constitute one and the same agreement.

j. Interpretation.

Whenever the context of this Agreement shall so require, the singular shall include the plural, the male gender shall include the female gender and the neuter and vice versa. This Agreement was drafted through the efforts of both parties and shall not be construed in favor of or against either party.

k. Severability.

If any provision of this Agreement is held invalid, illegal or unenforceable and the unenforceability of the provision does not adversely affect the purpose and intent of this Agreement, in Buyer's sole discretion, such invalidity, illegality or unenforceability shall not affect any other provision. This Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained in this Agreement.

l. Risk of Loss.

All risk of loss or damage to the Property until the Closing shall be borne by Seller.

m. Recording.

This Agreement shall not be recorded.

n. Waiver.

Each party reserves the right to waive in whole or part any provision which is for that party's benefit. Any waiver must be in writing and shall be limited to the matter specified in the writing. No waiver of one provision or default shall be considered a waiver of any other provision or subsequent default, and no delay or omission in exercising the rights and powers granted in this Agreement shall be construed as a waiver of those rights and powers.

o. Time of Essence; Recitals.

Time is of the essence of this Agreement. The recitals set forth herein are true and correct and a material part of this Agreement.

p. Attorneys' Fees.

In any litigation or dispute arising out of this Agreement, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorneys' fees and costs.

q. Radon Gas.

RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

q. 1031 Exchange.

Either party hereto may elect to effect the sale and purchase of the Property as an exchange pursuant to Section 1031 of the Internal Revenue Code, and will cooperate in the accomplishment of that purpose provided that the other party shall not incur any liability or expense beyond those inherent in the acquisition of the Property as contemplated herein nor be delayed in Closing; the other party agrees to execute such documents are reasonably necessary or appropriate and to otherwise cooperate with the electing party to effectuate a Section 1031 exchange.

*The remainder of this page has been intentionally left blank by the parties.
Signature pages to immediately follow.*

IN WITNESS WHEREOF, the parties have executed this Agreement the date set forth above.

SELLER:

**J-S LAND HOLDINGS, LLC, A
DELAWARE LIMITED LIABILITY
COMPANY**

By: _____
Name: _____
Title: _____

Date: _____

**FLORIDA LAND HOLDINGS LLC,
AS TRUSTEE UNDER AN
UNRECORDED LAND TRUST
AGREEMENT DATE AS OF JUNE 7,
2001 KNOWN AS JMFE LAND
TRUST**

By: _____
Name: _____
Title: _____

Date: _____

**FLORIDA LAND HOLDINGS LLC,
AS TRUSTEE UNDER AN
UNRECORDED LAND TRUST
AGREEMENT DATE AS OF JUNE 7,
2001 KNOWN AS SET LAND TRUST**

By: _____
Name: _____
Title: _____

Date: _____

BUYER:

**JACKSONVILLE PORT
AUTHORITY**

Eric Green, CEO

Date: _____

EXHIBIT "A"

Legal Description of The Property (comprised of Property A and B)

PROPERTY A

J-S Land Holdings Parcel A-1

A part of Section 8, Township 2 South, Range 27 East, Duval County Florida, and being more particularly described as follows:

For a point of beginning, commence at the intersection of the westerly right of way line of Talleyrand Avenue (as now established) with the north line of lot 3, subdivision of Block 3, East Lewisville, as shown on plat recorded in Book 6, Page 90 of the former public records of said County; thence southwesterly along a curve concave to the West and having a radius of 2,364.06 feet and along said westerly right of way line of Talleyrand Avenue, a chord bearing of South 07°19'29" West, and a chord distance of 230.37 feet to the point of tangency of said curve; thence South 10°07'45" West, continuing along said westerly right of way line of Talleyrand Avenue, a distance of 1.35 feet. to the point of curvature of a curve concave to the northwest and having a radius of 364.00 feet; thence southwesterly along said curve and along said westerly right of way line, a chord bearing of South 23°33'23" West, and a chord distance of 169.05 feet to the point of tangency of said curve; thence South 36°59'00" West continuing along said westerly right of way line, a distance of 190.33 feet to the point of curvature of a curve concave to the southeast and having a radius of 1,036.00 feet; thence southwesterly along said curve and along said westerly right of way line, a chord bearing of South 34°31'00" West, and a chord distance of 89.18 feet to the point of tangency of said curve; thence South 32°03'00" West continuing along said westerly right of way line, a distance of 214.49 feet to a point lying on the southerly line of Block 2, East Lewisville as shown on the aforementioned plat; thence South 89°49'00" West, along said southerly line, a distance of 374.24 feet; thence North 00°04'10" West, a distance of 770.12 feet to a point lying on the northerly line of Lot 2, Subdivision of Block 3, East Lewisville, as shown on the aforementioned plat; Thence North 88°14'00" East, along said northerly line of Lot 2, and the northerly line of aforementioned Lot 3, a distance of 751.54 feet to the point of beginning. Being the same land as described in Official Records Volume 6447, Page 5 of the current public records of said County. Except any part now within the right of way of Talleyrand Avenue.

Florida Land Holdings Parcel A-2

A parcel of land in Jacksonville, Duval County, Florida, and being part of Lots 1, 2, 5 and 6, Subdivision of Lot 3, East Lewisville as recorded in Plat Book 6, Page 90 of the Public Records of said Duval County, also Lot 1, H. L. Knight's Subdivision as recorded in Plat Book 14, Page 25, of the Public Records of said County and a part of Lot or Block 2, East Lewisville, and a fractional part of Lot or Block 5, East Lewisville as recorded in Plat Book 1, Page 25 of the former Public Records and a part of former Winthrop Street as closed by the City of Jacksonville Ordinance AA-216, and being more particularly described as follows:

Beginning at the Southwesterly corner of said Lot 1, H. L. Knight's Subdivision also being coincident with a point in the Easterly line of Thelma Street; thence (1) North 230.0 feet along the Easterly line of said Thelma Street to a point in the Northerly line of Former Winthrop Street; thence (2) North 1 degree 00 minutes 44 seconds East 210.01 feet; thence (3) North 0 degrees 49 minutes West 312.75 feet to a point in the Northerly line of said Lot 1, Subdivision of Lot 3, East Lewisville; thence (4) North 88 degrees 44 minutes East 625.0 feet along the Northerly line of said Lot 1 and a part of said Lot 2, Subdivision of Lot 3, East Lewisville; thence (5) South 0 degrees 04 minutes 10 seconds east 770.12 feet to a point in the Southerly line of said Lot 2, East Lewisville, recorded in Plat Book 1, Page 25, former Public Records; and thence (6) South 89 degrees 49 minutes West 625.0 feet along the Southerly line of

the last mentioned Lot 2 to the point of Beginning.

PROPERTY B

Lots 5, 6, 7, 8, 9, 10, 12, 13, 14, 15, 16, 17, 18, Block 22, Re-Plat of Blocks 21 and 22, Glen Myra, according to the plat thereof recorded in Plat Book 7, page 12 of the current public records of Duval County, Florida. (Except part lying in Talleyrand Avenue).

**Public Disclosure Act
Disclosure Affidavit**

(Exhibit "B" to Purchase and Sale Agreement)

STATE OF FLORIDA

COUNTY OF DUVAL

BEFORE ME, the undersigned authority, personally appeared _____, who being first duly sworn, deposes and says that he/she is the _____ of _____, holding title to real property described in Exhibit A attached hereto and made a part hereof, and hereby certifies that the names and addresses listed in Exhibit B attached hereto and made a part hereof are the names and addresses of every person having a beneficial interest in said real property, however small or minimal, and does hereby file this Affidavit for the purpose of complying with the provisions of Section 286.23, Florida Statutes, Public Disclosure Act.

Print _____

The foregoing instrument was sworn to, subscribed and acknowledged before me by means of physical presence this _____ day of _____, by _____, who (check one): ☐ is personally known to me or ☐ produced _____ as identification.

Notary Public, State of Florida

(seal)

EXHIBIT A to Beneficial Interest Affidavit

Legal Description of Real Property

EXHIBIT B to Beneficial Interest Affidavit

Beneficial Ownership

Name and Address of Beneficial Owner

% Ownership

BD2024-10-02



SUBMISSION FOR BOARD APPROVAL

**SUBJECT: SOVEREIGNTY SUBMERGED LAND LEASE MODIFICATION TO
INCREASE SQUARE FOOTAGE - Berth 22
(Action No. 50059 BOT FILE NO. 160529609)**

COST: \$ N/A (Renewal Fee)

BUDGETED: N/A

SOURCE OF FUNDS: Capital or Operating Budget or N/A

BACKGROUND: JAXPORT currently has a Sovereignty Submerged Lands Lease (SSLL) located at Berth 22. JAXPORT needs to increase the size of the Sovereign Submerged Land Lease through Agreement No. 160529609 with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida ("State") by 965 square feet to account for the area needed to perform the South Dolphin Repair at Berth 22, ensuring the secure mooring of vessels.

STATUS: There is no cost to JAXPORT for the SSLL Modification. The State will finalize the renewal upon acceptance.

RECOMMENDATION: Recommendation is hereby made for the Board to approve the Sovereign Submerged Land Lease Modification and that the Board authorize the Chief Executive Officer, or his designee, to execute all documents necessary for the Submerged Lands Lease Renewal as shown in the attachment.

ATTACHMENTS:

Location Map showing location of SSLL

Agreement for execution with Board of Trustees of Internal Improvement Trust Fund of the State of Florida, which includes the property description and sketch.

BD2024-10-02



SUBMISSION FOR BOARD APPROVAL

RECOMMENDED FOR APPROVAL:

James G. Bennett, PE
Chief Operating Officer

James G. Bennett, PE
James G. Bennett, PE (Oct 21, 2024 17:38 EDT)

Signature and Date

SUBMITTED FOR APPROVAL:

Eric Green, CEO

Eric B. Green
Eric B. Green (Oct 21, 2024 18:08 EDT)

Signature and Date

BOARD APPROVAL:

October 28, 2024
Meeting Date

Rebecca Dicks/Recording Secretary

ATTEST:

Tom Slater, Secretary

Wendy O. Hamilton, Chairman

This Instrument Prepared By:
Ramsey Jones
Action No. 50059
Bureau of Public Land Administration
3800 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

SOVEREIGNTY SUBMERGED LANDS FEE WAIVED LEASE
MODIFICATION TO INCREASE SQUARE FOOTAGE

BOT FILE NO. 160529609

THIS LEASE is hereby issued by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Lessor.

WITNESSETH: That for and in consideration of the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to Jacksonville Port Authority, a public body politic and corporate, hereinafter referred to as the Lessee, the sovereignty submerged lands as defined in 18-21.003, Florida Administrative Code, contained within the following legal description:

A parcel of sovereignty submerged land in Section 25, Township 01 South, Range 27 East, in St. Johns River, Duval County, Florida, containing 382,757 square feet, more or less, as is more particularly described and shown on Attachment A, dated September 12, 2024.

TO HAVE THE USE OF the hereinabove described premises from September 16, 2024, the effective date of this lease modification, through November 21, 2024, the expiration date of this lease modification. The terms and conditions on and for which this lease is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to operate a deep-water port to be used exclusively for mooring of commercial vessels in conjunction with an upland commercial auto off-loading facility, with fueling facilities, with a sewage pumpout facility if it meets the regulatory requirements of the State of Florida Department of Environmental Protection or State of Florida Department of Health, whichever agency has jurisdiction, and without liveaboards as defined in paragraph 27, as shown and conditioned in Attachment A, and the State of Florida Department of Environmental Protection Consolidated Environmental Resource Permit No. 16-0010303-025-EI, dated October 27, 2023, incorporated herein and made a part of this lease by reference. All of the foregoing subject to the remaining conditions of this lease.

[02-29]

2. AGREEMENT TO EXTENT OF USE: This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein *and as conditioned by the permit(s) referenced in paragraph 1 of this lease. The Lessee shall not (i) change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wet slips, from rental of wet slips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wet slips, etc.); (ii) change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit; or (iii) change the type of use of the riparian uplands or as permitted by the Lessee's interest in the riparian upland property that is more particularly described in Attachment B without first obtaining a regulatory permit/modified permit, if applicable, the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease. If at any time during the lease term this lease no longer satisfies the requirements of subparagraph 18-21.011(1)(b)7., Florida Administrative Code, for a fee waived lease, the Lessee shall be required to pay an annual lease fee in accordance with Rule 18-21.011, Florida Administrative Code, and if applicable, remove any structures which may no longer qualify for authorization under this lease.

3. SUBMITTING ANNUAL CERTIFIED FINANCIAL RECORDS: By December 1 of each year during the term of this lease, the Lessee shall submit annual certified financial records of income and expenses to the State of Florida Department of Environmental Protection, Division of State Lands, Bureau of Public Land Administration, 3900 Commonwealth Blvd, MS 130, Tallahassee, FL 32399. "Income" is defined in subsection 18-21.003(31), Florida Administrative Code. The submitted financial records shall be certified by a certified public accountant.

4. EXAMINATION OF LESSEE'S RECORDS: For purposes of this lease, the Lessor is hereby specifically authorized and empowered to examine, for the term of this lease including any extensions thereto plus three (3) additional years, at all reasonable hours, the books, records, contracts, and other documents confirming and pertaining to the computation of annual lease payments as specified in paragraph two (2) above.

5. MAINTENANCE OF LESSEE'S RECORDS: The Lessee shall maintain separate accounting records for: (i) the gross revenue derived directly from the use of the leased premises, (ii) the gross revenue derived indirectly from the use of the leased premises, and (iii) all other gross revenue derived from the Lessee's operations on the riparian upland property. The Lessee shall secure, maintain and keep all records for the entire term of this lease plus three (3) additional years. This period shall be extended for an additional two (2) years upon request for examination of all records and accounts for lease verification purposes by the Lessor.

6. PROPERTY RIGHTS: The Lessee shall make no claim of title or interest to said lands hereinbefore described by reason of the occupancy or use thereof, and all title and interest to said land hereinbefore described is vested in the Lessor. The Lessee is prohibited from including, or making any claim that purports to include, said lands described or the Lessee's leasehold interest in said lands into any form of private ownership, including but not limited to any form of condominium or cooperative ownership. The Lessee is further prohibited from making any claim, including any advertisement, that said land, or the use thereof, may be purchased, sold, or re-sold.

7. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this lease, the Lessee shall maintain satisfactory evidence of sufficient upland interest as required by paragraph 18-21.004(3)(b), Florida Administrative Code, in the riparian upland property that is more particularly described in Attachment B and by reference made a part hereof together with the riparian rights appurtenant thereto. If such interest is terminated or the Lessor determines that such interest did not exist on the effective date of this lease, this lease may be terminated at the option of the Lessor. If the Lessor terminates this lease, the Lessee agrees not to assert a claim or defense against the Lessor arising out of this lease. Prior to sale and/or termination of the Lessee's interest in the riparian upland property, the Lessee shall inform any potential buyer or transferee of the Lessee's interest in the riparian upland property and the existence of this lease and all its terms and conditions and shall complete and execute any documents required by the Lessor to effect an assignment of this lease, if consented to by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.

8. ASSIGNMENT OF LEASE: This lease shall not be assigned or otherwise transferred without prior written consent of the Lessor or its duly authorized agent. Such assignment or other transfer shall be subject to the terms, conditions and provisions of this lease, current management standards and applicable laws, rules and regulations in effect at that time. Any assignment or other transfer without prior written consent of the Lessor shall be null and void and without legal effect.

9. LIABILITY/INVESTIGATION OF ALL CLAIMS: The Lessee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

10. NOTICES/COMPLIANCE/TERMINATION: The Lessee binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Lessee, its successors and assigns. In the event the Lessee fails or refuses to comply with the provisions and conditions herein set forth, or in the event the Lessee violates any of the provisions and conditions herein set forth, and the Lessee fails or refuses to comply with any of said provisions or conditions within twenty (20) days of receipt of the Lessor's notice to correct, this lease may be terminated by the Lessor upon thirty (30) days written notice to the Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All notices required to be given to the Lessee by this lease or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

Jacksonville Port Authority
2831 Talleyrand Avenue
Jacksonville , Florida 32206

The Lessee shall notify the Lessor by certified mail of any change to this address at least ten (10) days before the change is effective.

11. TAXES AND ASSESSMENTS: The Lessee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this lease.

12. NUISANCES OR ILLEGAL OPERATIONS: The Lessee shall not permit the leased premises or any part thereof to be used or occupied for any purpose or business other than herein specified unless such proposed use and occupancy are consented to by the Lessor and the lease is modified accordingly, nor shall Lessee knowingly permit or suffer any nuisances or illegal operations of any kind on the leased premises.

13. MAINTENANCE OF FACILITY/RIGHT TO INSPECT: The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. No dock or pier shall be constructed in any manner that would cause harm to wildlife. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

14. NON-DISCRIMINATION: The Lessee shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the area subject to this lease or upon lands adjacent to and used as an adjunct of the leased area.

15. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Lessor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Lessor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

16. PERMISSION GRANTED: Upon expiration or cancellation of this lease all permission granted hereunder shall cease and terminate.

17. RENEWAL PROVISIONS: Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that the Lessee is in full compliance with the terms of this lease, the Lessor will begin the renewal process. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. In the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease shall constitute an affirmative covenant upon the Lessee's interest in the riparian upland property more particularly described in Attachment B which shall run with the title to the Lessee's interest in said riparian upland property and shall be binding upon the Lessee and the Lessee's successors in title or successors in interest.

18. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 10 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

19. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Subject to the noticing provisions of Paragraph 18 of this lease, any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the Lessee's interest in the riparian upland property that is more particularly described in Attachment B. This lien on the Lessee's interest in the riparian upland property shall be enforceable in summary proceedings as provided by law.

20. RIPARIAN RIGHTS/FINAL ADJUDICATION: In the event that any part of any structure authorized hereunder is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent riparian rights, Lessee agrees to either obtain written consent for the offending structure from the affected riparian owner or to remove the interference or encroachment within 60 days from the date of the adjudication. Failure to comply with this paragraph shall constitute a material breach of this lease agreement and shall be grounds for immediate termination of this lease agreement at the option of the Lessor.

21. AMENDMENTS/MODIFICATIONS: This lease is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease must be in writing, must be accepted, acknowledged and executed by the Lessee and Lessor, and must comply with the rules and statutes in existence at the time of the execution of the modification or amendment. Notwithstanding the provisions of this paragraph, if mooring is authorized by this lease, the Lessee may install boatlifts within the leased premises without formal modification of the lease provided that (a) the Lessee obtains any state or local regulatory permit that may be required; and (b) the location or size of the lift does not increase the mooring capacity of the docking facility.

22. ADVERTISEMENT/SIGNS/NON-WATER DEPENDENT ACTIVITIES/ADDITIONAL ACTIVITIES/MINOR STRUCTURAL REPAIRS: No permanent or temporary signs directed to the boating public advertising the sale of alcoholic beverages shall be erected or placed within the leased premises. No restaurant or dining activities are to occur within the leased premises. The Lessee shall ensure that no permanent, temporary or floating structures, fences, docks, pilings or any structures whose use is not water-dependent shall be erected or conducted over sovereignty submerged lands without prior written consent from the Lessor. No additional structures and/or activities including dredging, relocation/realignment or major repairs or renovations to authorized structures, shall be erected or conducted on or over sovereignty, submerged lands without prior written consent from the Lessor. Unless specifically authorized in writing by the Lessor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Lessee to administrative fines under Chapter 18-14, Florida Administrative Code. This condition does not apply to minor structural repairs required to maintain the authorized structures in a good state of repair in the interests of public health, safety or welfare; provided, however, that such activities shall not exceed the activities authorized by this lease.

23. USACE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Lessee shall obtain the U.S. Army Corps of Engineers (USACE) permit if it is required by the USACE. Any modifications to the construction and/or activities authorized herein that may be required by the USACE shall require consideration by and the prior written approval of the Lessor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

24. COMPLIANCE WITH FLORIDA LAWS: On or in conjunction with the use of the leased premises, the Lessee shall at all times comply with all Florida Statutes and all administrative rules promulgated thereunder. Any unlawful activity which occurs on the leased premises or in conjunction with the use of the leased premises shall be grounds for the termination of this lease by the Lessor.

25. LIVEABOARDS: The term "liveaboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period. If liveaboards are authorized by paragraph one (1) of this lease, in no event shall such "liveaboard" status exceed six (6) months within any twelve (12) month period, nor shall any such vessel constitute a legal or primary residence.

26. GAMBLING VESSELS: During the term of this lease and any renewals, extensions, modifications or assignments thereof, Lessee shall prohibit the operation of or entry onto the leased premises of gambling cruise ships, or vessels that are used principally for the purpose of gambling, when these vessels are engaged in "cruises to nowhere," where the ships leave and return to the state of Florida without an intervening stop within another state or foreign country or waters within the jurisdiction of another state or foreign country, and any watercraft used to carry passengers to and from such gambling cruise ships.

[Remainder of page intentionally left blank; Signature page follows]

IN WITNESS WHEREOF, the Lessor and the Lessee have executed this instrument on the day and year first above written.

WITNESSES:

Signature: _____

Printed Name: _____

Address: 3800 Commonwealth Blvd

Tallahassee, FL 32399

Signature _____

Printed Name: _____

Address: 3800 Commonwealth Blvd

Tallahassee, FL 32399

BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE STATE OF
FLORIDA

(SEAL)

BY: _____

Brad Richardson, Chief, Bureau of Public Land
Administration, Division of State Lands, State of Florida
Department of Environmental Protection, as agent for
and on behalf of the Board of Trustees of the Internal
Improvement Trust Fund of the State of Florida

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of physical presence this _____ day of _____, 20____, by Brad Richardson, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:

Toni Sturtevant 10/11/2024
DEP Attorney Date

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No. _____

WITNESSES:

Jacksonville Port Authority
a public body politic and corporate (SEAL)

Signature: _____

Printed Name: _____

Address: _____

Signature: _____

Printed Name: _____

Address: _____

BY: _____

Original Signature of Executing Authority

Eric Green

Typed/Printed Name of Executing Authority

Chief Executive Officer

Title of Executing Authority

“LESSEE”

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of __ physical presence or __online notarization this _____ day of _____, 20____, by Eric Green as Chief Executive Officer of Jacksonville Port Authority, a public body politic corporate, for and on behalf of the corporation. He/she is personally known to me or who has produced _____, as identification.

My Commission Expires:

Signature of Notary Public

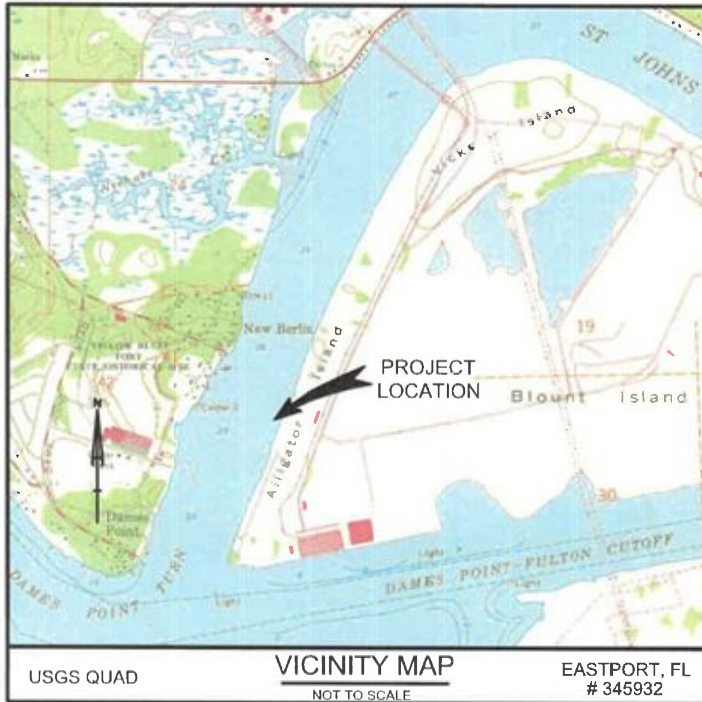
Notary Public, State of _____

Commission/Serial No. _____

Printed, Typed or Stamped Name

MAPS SHOWING A SKETCH TO ACCOMPANY DESCRIPTION:

FOR A PORTION OF SUBMERGED SOVEREIGN LANDS LEASE OF THE STATE OF FLORIDA
LYING ADJACENT TO THE BLOUNT ISLAND WEST CHANNEL OF THE ST. JOHNS RIVER,
UNSURVEYED SECTION 25, TOWNSHIP 1 SOUTH, RANGE 27 EAST,
DUVAL COUNTY, FLORIDA



LEGEND

O.R.V.	OFFICIAL RECORDS VOLUME
PG.	PAGE
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENCY
P.R.C.	POINT OF REVERSE CURVATURE
P.C.C.	POINT OF COMPOUND CURVATURE
LB	LICENSED BUSINESS
R/W	RIGHT OF WAY
MHWL	MEAN HIGH WATER LINE
[10.5]	TIE TO LEASE AREA

SURVEY NOTES

1. THIS MAP REPRESENTS A FIELD SURVEY DATED MARCH 25, 2022.
2. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH WESTERLY BULKHEAD LINE OF BLOUNT ISLAND S20°15'39"W AS IN ESTABLISHED BULKHEAD LINES PLAT BOOK 1, PAGE 32, DUVAL COUNTY, FLORIDA.
3. ALL DIMENSIONS SHOWN HEREON ARE IN FEET AND IN TENTHS AND ARE BASED ON THE U.S. SURVEY FOOT.
4. A TITLE COMMITMENT HAS NOT BEEN PROVIDED FOR THIS SURVEY.
5. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
6. ELEVATIONS SHOWN HEREON ARE BASED UPON NORTH AMERICAN VERTICAL DATUM, 1988 (NAVD88).
7. THE MEAN HIGH WATER LINE IS LOCATED AS INSTRUCTED BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION, BUREAU OF SURVEYING AND MAPPING, LABINS.ORG, AT ELEVATION 1.20' NAVD 1988 FOR INTERPOLATION TIDE POINT (TIP) No. 6023.

CERTIFIED TO

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT
TRUST FUND OF THE STATE OF FLORIDA
JACKSONVILLE PORT AUTHORITY

Richard J
Sawyer, PSM

(Digitally signed by Richard J
Sawyer, PSM
Date: 2024.08.12 08:37:26
+00'

Richard J. Sawyer
Professional Surveyor and Mapper
Florida Certificate No. 6131



THIS SURVEY IS NOT COMPLETE WITHOUT ACCOMPANYING SHEETS 2 & 3.

FOR: JACKSONVILLE PORT AUTHORITY
BERTH 22 - SOVEREIGN SUBMERGED LANDS LEASE

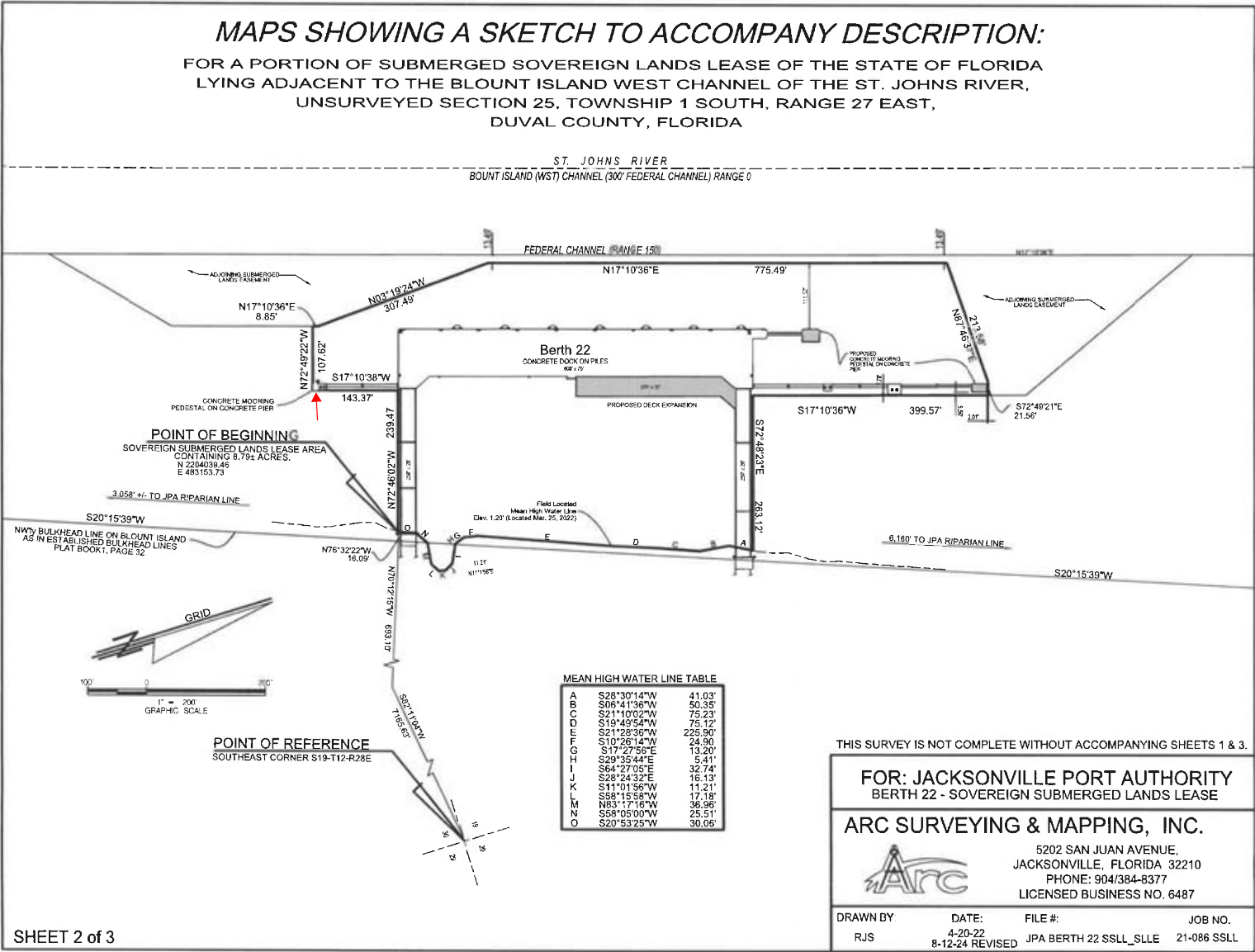
ARC SURVEYING & MAPPING, INC.



5202 SAN JUAN AVENUE,
JACKSONVILLE, FLORIDA 32210
PHONE: 904/384-8377
LICENSED BUSINESS NO. 6487

DRAWN BY:	DATE:	FILE #:	JOB NO.
RJS	4-20-22 8-12-24 REVISED	JPA BERTH 22 SSLL_SLL	21-086 SSLL

SHEET 1 of 3



MAPS SHOWING A SKETCH TO ACCOMPANY DESCRIPTION:

FOR A PORTION OF SUBMERGED SOVEREIGN LANDS LEASE OF THE STATE OF FLORIDA
LYING ADJACENT TO THE BLOUNT ISLAND WEST CHANNEL OF THE ST. JOHNS RIVER,
UNSURVEYED SECTION 25, TOWNSHIP 1 SOUTH, RANGE 27 EAST,
DUVAL COUNTY, FLORIDA

A PARCEL OF SOVEREIGN SUBMERGED LANDS LYING ADJACENT AND EAST TO THE BLOUNT ISLAND WEST CHANNEL
OF THE ST. JOHNS RIVER, LOCATED IN UNSURVEYED SECTION 25, TOWNSHIP 1 SOUTH, RANGE 27 EAST, DUVAL
COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE FOR A POINT OF REFERENCE AT THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 1 SOUTH, RANGE
28 EAST, SAID DUVAL COUNTY AND PROCEED SOUTH 82°11'04" WEST, 7,165.63 FEET; THENCE NORTH 70°12'15"
WEST, 693.10 FEET TO A POINT LYING ON THE NORTHWESTERLY BULKHEAD LINE OF BLOUNT ISLAND AS RECORDED
IN ESTABLISHED BULKHEAD LINES, PLAT BOOK 1, PAGE 32 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY;
THENCE NORTH 76°32'22" WEST, 16.09 FEET TO THE INTERSECTION OF THE SOUTHERLY LINE OF THE CONCRETE
ACCESS RAMP TO BERTH 22 AND THE MEAN HIGH WATER LINE (MEAN HIGH WATER LINE HAVING AN ELEVATION
OF 1.19 FEET NAVD88 DATUM (AS DESCRIBED BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION, BUREAU
OF SURVEYING AND MAPPING, FOR INTERPOLATION POINT No. 6023) AND THE POINT OF BEGINNING;

FROM THE POINT OF BEGINNING CONTINUE ALONG SAID SOUTHERLY LINE OF THE EXISTING CONCRETE DECK OF
BERTH 22, NORTH 72°46'02" WEST, 239.47 FEET; THENCE DEPARTING SAID SOUTH LINE OF THE EXISTING CONCRETE
DECK OF BERTH 22, SOUTH 17°10'38" WEST, 143.37 FEET; THENCE NORTH 72°49'22" WEST, 107.62 FEET; THENCE
NORTH 17°10'36" EAST A DISTANCE OF 8.85 FEET; THENCE NORTH 03°19'24" WEST, 307.49 FEET; THENCE NORTH
17°10'36" EAST, 775.49 FEET AND PARALLEL TO THE EASTERLY LINE OF THE FEDERAL CHANNEL OF SAID ST. JOHNS
RIVER, ALSO BEING THE BLOUNT ISLAND (WEST) CHANNEL OF SAID ST. JOHNS RIVER; THENCE NORTH 87°46'37"
EAST, 213.58 FEET; THENCE SOUTH 72°49'21" EAST, 21.56 FEET; THENCE SOUTH 17°10'36" WEST, 399.57 FEET AND
TO A POINT AT THE INTERSECTION WITH THE NORTHERLY LINE OF THE EXISTING CONCRETE DECK OF SAID BERTH
22; THENCE CONTINUE ALONG NORTHERLY LINE OF THE EXISTING CONCRETE DECK OF SAID BERTH 22, SOUTH
72°48'23" EAST, 263.12 FEET TO A POINT ON THE INTERSECTION OF THE MEAN HIGH WATER LINE (MEAN HIGH
WATER LINE HAVING AN ELEVATION OF 1.20 FEET, NAVD88 DATUM, AS DESCRIBED BY THE DEPARTMENT OF
ENVIRONMENTAL PROTECTION, BUREAU OF SURVEYING AND MAPPING, FOR TIDE INTERPOLATION POINT No.
6023); THENCE ALONG SAID AFOREMENTIONED MEAN HIGH WATER LINE THE FOLLOWING COURSES; SOUTH
28°30'14" WEST, 41.03 FEET; THENCE SOUTH 06°41'36" WEST, 50.35 FEET; THENCE SOUTH 21°10'02" WEST, 75.23
FEET; THENCE SOUTH 19°49'54" WEST, 75.12 FEET; THENCE SOUTH 21°28'36" WEST, 225.90 FEET; THENCE SOUTH
10°26'14" WEST, 24.90 FEET; THENCE SOUTH 17°27'56" EAST, 13.20 FEET; THENCE SOUTH 29°35'44" EAST, 5.41
FEET; THENCE SOUTH 64°27'05" EAST, 32.74 FEET; THENCE SOUTH 28°24'32" EAST, 16.13 FEET; THENCE SOUTH
11°01'56" WEST, 11.21 FEET; THENCE SOUTH 58°15'58" WEST, 17.18 FEET; THENCE NORTH 83°17'16" WEST, 36.96
FEET; THENCE SOUTH 58°05'00" WEST, 25.51 FEET; THENCE SOUTH 20°53'25" WEST, 30.06 FEET TO THE
INTERSECTION ON THE AFOREMENTIONED SOUTHERLY LINE OF THE EXISTING CONCRETE DECK OF BERTH 22 AND
THE POINT OF BEGINNING. THE LANDS THUS DESCRIBED CONTAIN 8.79 ACRES (382,757.33 SQUARE FEET), MORE
OF LESS.

THIS SURVEY IS NOT COMPLETE WITHOUT ACCOMPANYING SHEETS 1 & 2.

FOR: JACKSONVILLE PORT AUTHORITY
BERTH 22 - SOVEREIGN SUBMERGED LANDS LEASE

ARC SURVEYING & MAPPING, INC.



5202 SAN JUAN AVENUE,
JACKSONVILLE, FLORIDA 32210
PHONE: 904/384-8377
LICENSED BUSINESS NO. 6487

DRAWN BY:	DATE:	FILE #:	JOB NO.
RJS	4-20-22	JPA BERTH 22 SSLI_SLE	21-086 SSLI
	8-12-24 REVISED		

FDEP

BSM Reviewed

By: SEW

Date: 8/12/24

SHEET 3 of 3

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D E E D

STATE OF FLORIDA)
)
COUNTY OF DUVAL)

WHEREAS, by virtue of the terms and provisions of Chapter 57-502, Laws of Florida 1957, Duval County, a political subdivision of the State of Florida, has acquired from the Trustees of the Internal Improvement Fund of the State of Florida the property hereinafter described, by deed which is of record and recorded in the office of the Clerk of the Circuit Court of Duval County, in Volume 502, page 400 of the Official Records of said County; and,

WHEREAS, since the acquisition of said lands referred to, by Duval County, the Legislature of the State of Florida, at its regular session in 1963, enacted into law Senate Bill No. 1090 creating "THE JACKSONVILLE PORT AUTHORITY", a body politic and corporate, under said law; that under and by virtue of the provisions and requirements of said Act, Duval County is required to transfer, by appropriate deed of conveyance, the lands owned by it and known as "Blount Island"; and,

WHEREAS, all things have been done and performed by The Jacksonville Port Authority to entitle said Authority to a conveyance from the Board of County Commissioners of Duval County of the lands hereinafter described, as provided by said Senate Bill No. 1090, Laws of Florida, Acts of the Legislature 1963; NOW THEREFORE,

KNOW ALL MEN BY THESE PRESENTS that Duval County, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, as Grantor, in consideration of the premises and pursuant to the aforesaid law, does hereby transfer, grant, convey and quitclaim unto The Jacksonville Port Authority, Grantee, all the right, title, estate and interest of Duval County, Grantor herein, in and to the following described lands, situate, lying and being in the County of Duval, State of Florida, viz:

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OFFICIAL RECORDS

All those certain lands comprising islands, swamp and submerged lands, lying and being in the St. Johns River in Duval County, Florida, commonly known and described as Quarantine Island, Radcliffe Island, Alligator Island, Vicks Island, Long Island and LeBaron Island, including part of Coon Point, together with all lands and swamp lands and bottoms, lying Northerly of the right-of-way of "Cut 42" of the Fulton-Dames Point Cutoff, and bounded on the East, North and West by the Channel of St. Johns River, and being in Township 1 South, Range 27 East, and in Township 1 South, Range 28 East, excepting therefrom that part of said land conveyed by the Trustees of the Internal Improvement Fund as a right-of-way of "Cut 42" of the Fulton-Dames Point Cutoff, Jacksonville Harbor Project of the Corps of Engineers, U. S. Army, more particularly described as follows:

For point of reference, commence at the corner common to Sections 19, 20, 29 and 30, as said sections appear on plat of extension survey in Township 1 South, Range 28 East, of the Tallahassee Meridian, Florida, prepared from survey by the U. S. Bureau of Land Management dated October 5, 1949, copy of said township plat together with field notes being on file in the office of the Department of Agriculture, State of Florida, Tallahassee, Florida.

From the point of reference thus described, run South $0^{\circ}09'$ East along the line dividing the aforesaid Sections 29 and 30, 1471.2 feet to a concrete monument set in the Northwesterly right of way line of Fulton-Dames Point Cut-Off, as said right of way line is now established by the U.S. Engineer Office and described in deed recorded in Deed Book 1441, Page 586 of the public records of Duval County, Florida for point of beginning. From the point of beginning thus described, run North $79^{\circ}14'$ East along the aforesaid right of way line, 4,403.5 feet, to a permanent reference monument; continue thence North $79^{\circ}14'$ East along said right of way line 30 feet, more or less, to where said right of way line intersects the waters of the St. Johns River; run thence up said river first in a Northwesterly; thence in a Westerly and finally in a Southwesterly direction a distance of 21,450 feet, more or less, to where said waters are again intersected by the aforementioned Fulton-Dames Point Cut-Off right of way line, said intersection point bearing South $79^{\circ}14'$ West from the point of beginning; run thence North $79^{\circ}14'$ East, along said right of way line, a distance of 20 feet, more or less, to a concrete monument; continue thence North $79^{\circ}14'$ East along said right of way line 3,904.5 feet to the point of beginning, the land thus described and enclosed containing 1530 acres, more or less.

All bearings used in the foregoing description refer to the grid lines of the Florida State Coordinate System and not to true North.

This deed is given subject to any applicable covenants recited in deed to the County recorded in Volume 502, page 400 of the Official Records of Duval County, Florida.

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

AC2024-10-01
Reference No.

File

10/22/2024
Date

SUBJECT: Construction Engineering Inspection Services for New JFRD Fire Station 48 at BIMT
JPA Project No.: B2024.01 JPA Contract No.: AE-1935B
VIA Consulting Services, Inc.

COST: \$537,878.06

☒ **BUDGETED**

☐ **NON-BUDGETED**

BACKGROUND:

On July 25, 2024, in accordance with requirements of the Consultants' Competitive Negotiations Act (CCNA), Procurement Services solicited Request for Qualifications (RFQ) AE-1935B for Construction Engineering Inspection Services for New JFRD Fire State 48 at BIMT. Through this contract, the most qualified Consultant Firm will provide constructability reviews, contract administration, inspection, and for materials sampling and testing.

On Tuesday, August 20, 2024, Procurement Services received three (3) conforming Statements of Qualifications (SOQ) from the following firms: C&ES Consultants, Inc., Power Integration, LLC and VIA Consulting Services, Inc.

The Statements of Qualifications were evaluated and ranked by the Evaluation Committee in this order: 1) VIA Consulting Services, Inc., 2) C&ES Consultants, Inc., and 3) Power Integration, LLC, the Evaluation Committee which consisted of: Kelsey Cox, Sr. Director, Engineering & Construction, James "Tripper" Jones, Project Manager and Wade "Chip" Taylor, Assistant Manager, BIMT Facilities.

In accordance with JAXPORT's Procurement Code and CCNA rules and regulations, the Negotiation Team conducted successful negotiations. The negotiated rates include direct personnel wages, overhead/profit, and related professional fees. The number of hours to complete the tasks included in the scope of work was also negotiated. The negotiated hourly rates will be firm for the term of the contract. The hours are actual with a maximum amount negotiated. The base contract value is \$537,878.06.

At the conclusion of negotiations, it is the consensus of the Engineering Department and the City of Jacksonville to recommend award of a contract to VIA Consulting Services, Inc., the most qualified firm.

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 25, and will be funded with 50% Federal funds and 50% COJ Funds.

FINANCIAL:

Available Budget: \$ 2,843,170
Proposed Expense: \$ 537,878
Remaining Balance: \$ 2,305,292

RECOMMENDATION:

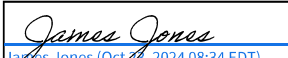
Management recommends that the Board of Directors approve the issuance of a contract to VIA Consulting Services, Inc., for Construction Engineering Inspection Services for New JFRD Fire Station 48 at BIMT in the amount of \$537,878.06. This contract was set aside for participation of Small and Emerging Businesses (JSEB's, MBE's, WBE's, DBE's and SBA's) only.

AC-2024-10-01

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: VIA Consulting Services, Inc., proposal dated 09/19/2024

ORIGINATED BY:


James Jones (Oct 23, 2024 08:34 EDT)

James Jones, Sr. Director, Engineering & Construction

SUBMITTED FOR APPROVAL


Retta Rogers (Oct 23, 2024 08:57 EDT)

Retta Rogers, Director, Procurement Services

AWARDS COMMITTEE ACTION

APPROVED

APPROVED/REJECTED/DEFERRED

CONDITIONS OF APPROVAL (IF ANY):


Sandra Platt (Oct 23, 2024 09:00 EDT)

Sandra Platt, Secretary to Awards Committee


Robert Peek (Oct 23, 2024 09:23 EDT)

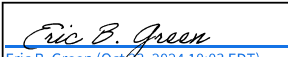
Robert Peek, Chair to Awards Committee

CHIEF EXECUTIVE OFFICER ACTION

APPROVED

APPROVED/REJECTED/DEFERRED

CONDITIONS OF APPROVAL (IF ANY):


Eric B. Green (Oct 23, 2024 10:03 EDT)

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

Statement of Work

VIA Consulting Services, Inc.

10250 Normandy Blvd., Suite 304
Jacksonville, FL 32221



SOW 2024-JP001 FIRE STATION 48 PROJECT REVISED (12 Month) for Agreement RFQ AE-1935B CONSTRUCTION ENGINEERING INSPECTION SERVICES FOR NEW JFRD FS48 (100% SEB).

Date	Services Performed By:	Services Performed For:
September 19, 2024	VIA Consulting Services, Inc. 10250 Normandy Blvd., Suite 304 Jacksonville, FL 32221	JAXPORT Retta Rogers, Director, Procurement Services 2831 Talleyrand Avenue Jacksonville, FL 32206

VIA Consulting Services, Inc. is pleased to submit this Statement of Work to provide Construction Management and Inspection Services to the Jacksonville Port Authority for the Fire Station 48 project.

This SOW # 2024-JP001 (hereinafter called the “SOW”), effective as of November 18, 2024, is entered into by and between Consultant and Client, and is subject to the terms and conditions specified below. The Exhibit(s) to this SOW, if any, shall be deemed to be a part hereof. In the event of any inconsistencies between the terms of the body of this SOW and the terms of the Exhibit(s) hereto, the terms of the body of this SOW shall prevail.

Period of Performance

The Services for the Constructability Review are anticipated to commence upon issuance of the 60% plans for review and will be completed upon final review of the 100% plans and GMP. The Services for Construction Engineering and Inspection are anticipated to commence upon notice to proceed for the Preconstruction Meeting and will be completed upon final construction acceptance and project close out.

Engagement Resources

VIA Consulting Services proposes to use Nicholas Caro as the senior inspector for the FIRE STATION 48 PROJECT and will utilize the expertise of Mr. Peter J. Sheridan, III, P.E. and Mr. Dominic Ciacelli, P.E.. for Project Manager Services.

For Alternate Scope for Constructability Review, VIA Consulting Services proposes to use Mr. Peter J. Sheridan, III, P.E., Mr. Dominic Ciacelli, P.E. and Nicholas Caro.

Scope of Work

REQUIREMENTS OF THE CONSULTANT:

General

It shall be the responsibility of the Consultant to administer, monitor, and observe the Construction Contract (Exhibit B) such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions for the Construction Contract.

The Consultant will observe the Contractor's work to determine the progress and quality of the work. Identify discrepancies, report significant discrepancies to the Client, and direct the Contractor to correct such observed discrepancies.

It shall be noted that observations of the Contractor's work is limited to the actual allowable work hours per the contract (ie. Full time inspection contract equates to full time observation, Part-time inspection contract equates to part-time observation).

Inform the Client's Project Manager of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action that has been directed to be performed by the Contractor.

On-site Inspection

Monitor the Contractor's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for the Construction Contract to determine that the projects are constructed in reasonable conformity with such documents. Maintain detailed accurate records of the Contractor's daily operations and of significant events that affect the work.

Weld inspections or bolt inspections of truss members if required is included.

VIA's services do not replace the required building department's permit inspections. It is understood that the contractor will set up and coordinate all required building inspections in accordance for the permit. Based on determination of the City's Building Department, Threshold Inspection Services are not required for this project and therefore not included.

Monitor and inspect Contractor's Work Zone Traffic Control Plan and review modifications to the Work Zone Traffic Control Plan, including Alternate Work Zone Traffic Control Plan, in accordance with the City of Jacksonville's procedures. Consultant employees performing such services shall be qualified in Maintenance of Traffic.

Sampling and Testing

VIA will provide material testing on all earthwork and concrete elements on the project. Lab Testing of the soils and concrete cylinders will be performed by VIA's Subconsultant, CSI Geo.

Project Management Services

Services include surveillance of Contractor activities, interpreting plans, specifications, and special provisions for the Construction Contract. Maintain complete, accurate records of all activities and events relating to the project and properly document all project changes. Services include:

- 1) Schedule and conduct a Pre-construction meeting and another meeting prior to project final acceptance. The purpose of these meetings is to discuss the required documentation, including as-builts, necessary for permit(s) compliance.
- 2) Schedule and conduct Bi-Weekly progress meetings for the duration of the construction project.
- 3) Schedule and conduct Pre-operational meetings as required for critical elements of the project.
- 4) Verify that the Contractor is conducting inspections, preparing reports and monitoring all storm water pollution prevention measures associated with the project.
- 5) Analyze the Contractor's schedule(s) (ie. Baseline(s), revised baseline(s), updates, as-builts, etc.) for compliance with the contract documents. Elements including, but not limited to, completeness, logic, durations, activity, flow, milestone dates, concurrency, resource allotment, and delays will be reviewed. Verify the schedule conforms with the construction phasing and MOT sequences, including all contract modifications. Provide a written review of the schedule identifying significant omissions, improbable or unreasonable activity durations, errors in logic, and any other concerns.
- 6) Analyze problems that arise on a project and proposals submitted by the Contractor; work to resolve such issues, and process the necessary paperwork.
- 7) Monitor, inspect and document utility construction for conformance with the utility relocation plan. Identify potential utility conflicts and assist in the resolution of utility issues with the appropriate agencies and JAXPORT.
- 8) Produce reports, verify quantity calculations and field measure for payment purposes as needed to prevent delays in Contractor operations and to facilitate prompt processing of such information in order to make timely payment to the Contractor.
- 9) Perform reviews of certified payroll in accordance with Davis Bacon Act and perform any required employee interviews as required by JAXPORT and associated Federal Grant. JAXPORT to provide Davis Bacon Wage Rate guide required for this project.
- 10) Assist the Client in providing Public Information Services and be proactive in keeping the community aware of the status and traffic impacts of the referenced project. Provide timely, professional responses to project inquiries including emails, telephone calls, etc...
- 11) Video tape the pre-construction conditions throughout the project limits. Provide a digital photo log or video of project activities, with heavy emphasis on potential claim items/issues and on areas of real/potential public controversy.

Alternate Scope of Work 1

General

VIA Consulting Services, Inc. would perform a constructability/lessons learned review on the 60% and 100% plans comparing them to the JFRD Prototype Fire Station plans as well as the lesson learned document for Fire Station 48. The JAXPORT will provide to VIA all design phase plans and specifications as appropriate. Additionally the JAXPORT may provide VIA with any existing utility plans, drainage plans and parcel information to be included in the review. VIA will utilize these plans and specifications to provide a constructability review and analysis.

VIA will review plans, documents and perform a field review to analyze what potential challenges or concerns may be encountered based on the design. The review will not include design calculation reviews or independent design calculations. VIA will provide the JAXPORT with a summary of the analysis a list of items to be addressed or considered as the deliverable product for this statement of work.

VIA will also perform a review of the GMP from the design build contractor. The review will analyze the construction costs and any exclusions that could cause potential change orders for the project. VIA will provide the JAXPORT with a summary of the analysis a list of items to be addressed or considered as the deliverable product for this statement of work.

Fee Schedule

This base scope of work will be conducted on a Time & Materials basis. The total value for the base scope of work of CEI services pursuant to this SOW shall not exceed \$521,919.26 unless otherwise agreed to by both parties via the project change control procedure, as outlined within. A PCR will be issued specifying the amended value.

The additional alternate scope of work 1 will be conducted on a Time & Materials basis. The total value for the Alternate Scope of Work services pursuant to this SOW shall not exceed \$15,958.80 unless otherwise agreed to by both parties via the project change control procedure, as outlined within. A PCR will be issued specifying the amended value.

The combination for all three scopes of work pursuant to this SOW shall not exceed \$537,878.06 unless otherwise agreed to by both parties via the project change control procedure, as outlined within. A PCR will be issued specifying the amended value.

This figure is based on the attached hours of professional services and rate schedule. Please see attached exhibit A.

Out-of-Pocket Expenses / Invoice Procedures

Client will be invoiced monthly for the consulting services in accordance with the RFQ AE-1935B Agreement. Invoices are due upon receipt. There are no Out-of-Pocket expenses anticipated for this SOW.

Invoices shall be submitted monthly in arrears, referencing this Client's SOW Number to the address indicated above. Each invoice will reflect charges for the time period being billed and cumulative figures for previous periods. Terms of payment for each invoice are due upon receipt by Client of a proper invoice. Consultant shall provide Client with sufficient details to support its invoices, including time sheets for services performed, unless otherwise agreed to by the parties.

Completion Criteria

Consultant shall have fulfilled its obligations when any one of the following first occurs:

- Consultant accomplishes the Consultant activities described within this SOW, and Client accepts such activities and materials without unreasonable objections.

Assumptions

It is assumed that all construction invoicing processing and contractor payments will be the responsibility of the JAXPORT. Consultant is only to review and verify quantities and acceptable completed items for allowable payment.

It is assumed that all Public Outreach meetings, flyers, notices will be the responsibility of the JAXPORT. Consultant responsibility is for providing field communication to individual residents/business owners based on actual construction activities affecting the individual residents/business owners.

Survey Control for bench marks and construction controls are to be provided by the Construction Contractor or the JAXPORT.

Project Change Control Procedure

The following process will be followed if a change to this SOW is required:

- A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change, and the effect the change will have on the project.
- The designated Project Manager of the requesting party (Consultant or Client) will review the proposed change and determine whether to submit the request to the other party.
- Both Project Managers will review the proposed change and approve it for further investigation or reject it. Consultant and Client will mutually agree upon any charges for such investigation, if any. If the investigation is authorized, the Client Project Managers will sign the PCR, which will constitute approval for the investigation charges. Consultant will invoice Client for any such charges. The investigation will determine the effect that the implementation of the PCR will have on SOW price, schedule and other terms and conditions of the Agreement.

- Upon completion of the investigation, both parties will review the impact of the proposed change and, if mutually agreed, a Change Authorization will be executed.
- A written Change Authorization and/or PCR must be signed by both parties to authorize implementation of the investigated changes.

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be effective as of the day, month and year first written above.

JAXPORT

VIA Consulting Services, Inc.

By: _____
Name:

By: _____
Name: Peter J. Sheridan, III

Title:

Title: Vice President

Date:

Date:

CONTRACT FEE SUMMARY FOR JAXPORT FS 48 CEI

Exhibit A



PART I - GENERAL				
1. Project JAXPORT Fire Station 48 CONSTRUCTION ENGINEERING INSPECTION SERVICES FOR NEW JFRD FS48 (100% SEB) (CEI Services)		2. Contract Number RFP Number: RFQ AE-1935B		
3. Name of Consultant VIA Consulting Services, Inc. Subconsultant Eisman and Russo, Inc. CSI Geo, Inc.		4. Date of Proposal 9/19/2024		
PART II - LABOR RELATED COSTS				
5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal/ Project Director	\$ 243.10	396	\$ 96,267.60	
Senior Engineer/Project Administ	\$ 185.90	693.00	\$ 128,828.70	
Contract Support Specialist	\$ 117.26	396	\$ 46,434.96	
Senior Inspector	\$ 114.40	1980	\$ 226,512.00	
Senior Utility Inspector	\$ 114.40	165	\$ 18,876.00	
Inspector	\$ 85.80	0	\$ -	
		0	\$ -	
TOTAL DIRECT LABOR				\$ 516,919.26
6. Overhead (Combined Fringe Benefit & Administrative)				
Overhead Rate	160% X Total Direct Labor			\$ -
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				\$ -
8. PROFIT: Labor Related Costs (Item 7) 10% X (Labor + Overhead				\$ -
PART III - OTHER COSTS				
9. Miscellaneous Direct Costs				
Transportation			\$ -	\$ -
Copying			\$ -	
Shipping & Mail			\$ -	
Miscellaneous Direct Costs Sub Total				
10. REIMBURSABLE COSTS (Limiting Amount)				
Lab Testing				\$ 5,000.00
SUBTOTAL REIMBURSABLES				\$ 5,000.00
PART IV - SUMMARY				
TOTAL AMOUNT OF CONTRACT (Reimbursables/NTE) (Items 7,8,9 and 10)				\$ 521,919.26

MONTHLY MANHOOR ALLOCATIONS



PART I - GENERAL															
1. Project JaxPort Fire Station 48 CONSTRUCTION ENGINEERING INSPECTION SERVICES FOR NEW JFRD FS48 (100% SEB) (CEI Services)			2. Contract Number RFP Number: RFQ AE-1935B												
			4. Date of Proposal 9/19/2024												
			3. Name of Consultant VIA Consulting Services, Inc.												
Subconsultant Eisman and Russo, Inc. CSI Geo, Inc.															
PART II - LABOR RELATED COSTS															
5. Direct Labor	March	April	May	June	July	August	September	October	November	December	January	February	March	April	TOTAL
Principal/ Project Director	0	0	33	33	33	33	33	33	33	33	33	33	33	33	396
Senior Engineer/Project Administ	0	0	57.75	57.75	57.75	57.75	57.75	57.75	57.75	57.75	57.75	57.75	57.75	57.75	693.00
Contract Support Specialist	0	0	33	33	33	33	33	33	33	33	33	33	33	33	396
Senior Inspector	0	0	165	165	165	165	165	165	165	165	165	165	165	165	1980
Senior Utility Inspector	0	0	0	165	0	0	0	0	0	0	0	0	0	0	165
Inspector	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Admin			0											0	0
TOTAL DIRECT LABOR															
															3630

CONTRACT FEE SUMMARY FOR JAXPORT FS 48 CONSTRUCT REVIEW

Exhibit B



PART I - GENERAL				
1. Project JaxPort Fire Station 48 CONSTRUCTION ENGINEERING INSPECTION SERVICES FOR NEW JFRD FS48 (100% SEB) (Constructability and GMP Reivew Services)		2. Contract Number RFP Number: RFQ AE-1935B		
3. Name of Consultant VIA Consulting Services, Inc. Subconsultant Eisman and Russo, Inc. CSI Geo, Inc.		4. Date of Proposal 9/19/2024		
PART II - LABOR RELATED COSTS				
5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal/ Project Director	\$ 85.00	20	\$ 1,700.00	
Senior Engineer/Project Administ	\$ 65.00	40.00	\$ 2,600.00	
Contract Support Specialist	\$ 41.00	0	\$ -	
Senior Inspector	\$ 40.00	32	\$ 1,280.00	
Senior Utility Inspector	\$ 40.00	0	\$ -	
Inspector	\$ 30.00	0	\$ -	
		0	\$ -	
		0	\$ -	
TOTAL DIRECT LABOR				\$ 5,580.00
6. Overhead (Combined Fringe Benefit & Administrative)				
Overhead Rate	160% X Total Direct Labor			\$ 8,928.00
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				\$ 14,508.00
8. PROFIT: Labor Related Costs (Item 7) 10% X (Labor + Overhead				\$ 1,450.80
PART III - OTHER COSTS				
9. Miscellaneous Direct Costs				
Transportation			\$ -	
Copying			\$ -	
Shipping & Mail			\$ -	
Miscellaneous Direct Costs Sub Total			\$ -	
10. REIMBURSABLE COSTS (Limiting Amount)				
Lab Testing				\$ -
SUBTOTAL REIMBURSABLES				\$ -
PART IV - SUMMARY				
TOTAL AMOUNT OF CONTRACT (Reimbursables/NTE) (Items 7,8,9 and 10)				\$ 15,958.80

MONTHLY MANHOOR ALLOCATIONS



PART I - GENERAL															
1. Project JaxPort Fire Station 48 CONSTRUCTION ENGINEERING INSPECTION SERVICES FOR NEW JFRD FS48 (100% SEB) (Constructability and GMP Reiew Services)			2. Contract Number RFP Number: RFQ AE-1935B												
3. Name of Consultant VIA Consulting Services, Inc. Subconsultant Eisman and Russo, Inc. CSI Geo, Inc.			4. Date of Proposal 9/19/2024												
PART II - LABOR RELATED COSTS															
5. Direct Labor	January 60%	February	March 100%	April GMP	May	June	July	August	September	October	November	December	January	February	TOTAL
Principal/ Project Director	8	0	8	4	0	0	0	0	0	0	0	0	0	0	20
Senior Engineer/Project Administ	16	0	16	8	0	0	0	0	0	0	0	0	0	0	40.00
Contract Support Specialist	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Senior Inspector	16	0	16	0	0	0	0	0	0	0	0	0	0	0	32
Senior Utility Inspector	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Inspector	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
			0											0	0
TOTAL DIRECT LABOR															92

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

AC2024-10-02

Reference No.

File

10/22/2024

Date

**SUBJECT: Construction Management & Inspection Services for JPA
JPA Contract No.: AE-178A
C&ES Consultants, Inc.**

COST: N/A

☒ **BUDGETED**

☐ **NON-BUDGETED**

BACKGROUND:

On Thursday, July 18, 2024, in accordance with requirements of the Consultants' Competitive Negotiations Act (CCNA), Procurement Services solicited Request for Qualifications (RFQ) AE-178A, Construction Management and Inspection Services to augment and assist the Engineering and Construction Department staff in performing a wide range of architectural and engineering services in support of JAXPORT's Capital Works and Facilities Inspection Programs. The scope of work includes but is not limited to, construction management; construction inspection for marine, civil, and building construction projects; condition inspections and assessments of facilities, buildings, certain bridges, berths, underwater structures, and container handling cranes; inspection of stormwater ponds, inspection of Dredge Material Management Areas; and collection and analytical testing of samples of storm water discharges as required by JAXPORT's participation in a Multi-sector Generic Permit under the National Pollutant Discharge Elimination System(NPDES).

On Tuesday, August 13, 2024, Procurement Services received one (1) Statement of Qualification (SOQ) package from: C&ES Consultants, Inc. Upon thorough review of the one (1) submitted SOQ, the Engineering and Construction Department authorized negotiations to be conducted with C&ES Consultants Inc.

In accordance with JAXPORT's Procurement Code and CCNA rules and regulations, the Negotiation Team conducted successful negotiations. The negotiated rates include direct personnel wages, overhead/profit, and related professional fees. The negotiated hourly rates will be firm for the initial period of the contract with subsequent renewals to be negotiated and awarded based on performance and adherence to all terms and conditions of the contract. The initial period of the agreement is three (3) years with two (2), one (1) year renewal options, made at the discretion of the Jacksonville Port Authority.

At the conclusion of negotiations, it is the consensus of the Engineering and Construction Department to recommend award of a contract to C&ES Consultants, Inc.

RECOMMENDATION:

Management recommends that the Board of Directors approve the issuance of a contract to C&ES Consultants, Inc., for the provision of Construction Management and Inspection Services, based upon agreed negotiated rates between the Jacksonville Port Authority and C&ES Consultants, Inc. This contract was set aside for participation of Small and Emerging Businesses (JSEB's, MBE's, WBE's, DBE's and SBA's) only.

AC-2024-10-02

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: C&ES Consultants, Inc. negotiated rates

ORIGINATED BY:

James Jones
James Jones (Oct 23, 2024 08:34 EDT)
James Jones, Sr. Director, Engineering & Construction

SUBMITTED FOR APPROVAL

Retta Rogers
Retta Rogers (Oct 23, 2024 08:57 EDT)
Retta Rogers, Director, Procurement Services

AWARDS COMMITTEE ACTION

APPROVED

APPROVED/REJECTED/DEFERRED**CONDITIONS OF APPROVAL (IF ANY):**

Sandra Platt
Sandra Platt (Oct 23, 2024 09:00 EDT)
Sandra Platt, Secretary to Awards Committee

Robert Peek
Robert Peek (Oct 23, 2024 09:23 EDT)
Robert Peek, Chair to Awards Committee

CHIEF EXECUTIVE OFFICER ACTION

APPROVED

APPROVED/REJECTED/DEFERRED**CONDITIONS OF APPROVAL (IF ANY):**

Eric B. Green
Eric B. Green (Oct 23, 2024 10:03 EDT)
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

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

AC-2024-10-03

Reference No.

File

10/22/2024

Date

SUBJECT: BIMT Berth 20 Wharf Expansion
JPA Project No.: B2022.10
RUSH Marine LLC

JPA Contract No.: C-1814

COST: \$51,220,050.50 plus 5% contingency ☒ **BUDGETED**
☐ **NON-BUDGETED****BACKGROUND:**

This procurement is for Berth 20 Wharf Expansion at Blount Island Marine Terminal. The scope of work includes but is not limited to furnishing all labor, materials, equipment and supervision for the expansion of existing Berth 20 located at Blount Island Marine Terminal, to provide a second mooring berth for a 750-foot LOA Ro/Ro Vessel. This project entails structural repairs to the existing wharf; new pile-supported wharf construction including piles, pile caps, deck, bollards, fenders, and ancillary features; dredging to expand the berth; and renovated or new electrical and water utilities.

On August 15, 2024, Procurement Services solicited bids from qualified and experienced contractors to provide services for BIMT Berth 20 Wharf Expansion. On October 7, 2024, Procurement Services received five (5) conforming bids from RUSH Marine LLC, Vecellio & Grogan, Inc., TIC -The Industrial Company, Orion Marine Construction, Inc. and Superior Construction Co. Southeast, LLC. After review of the bids received, it is the consensus of the Engineering Department to recommend award to RUSH Marine, LLC, who offered the lowest, responsive, responsible bid.

EXPENSE CATEGORY:

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

This is a budgeted capital expense for FY 25 and will be funded with 75% State funds and 25% JPA funds.

FINANCIAL:

Available Budget:	\$ 62,000,000
Proposed Expense:	<u>\$ 51,220,051</u>
Remaining Balance:	<u>\$ 10,779,949</u>

RECOMMENDATION:

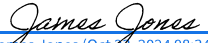
Management recommends that the Board of Directors approve the issuance of a contract to RUSH Marine, LLC for BIMT Berth 20 Wharf Expansion in the amount of \$51,220,050.50 plus \$2,561,002.53 (5%) contingency.

AC-2024-10-03

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: **RUSH Marine, LLC**. Bid Form dated 10/07/2024
Unofficial Bid Results

ORIGINATED BY:


James Jones (Oct 23, 2024 08:34 EDT)
James Jones, Sr. Director, Engineering & Construction

SUBMITTED FOR APPROVAL

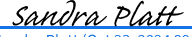

Retta Rogers (Oct 23, 2024 08:57 EDT)
Retta Rogers, Director, Procurement Services

AWARDS COMMITTEE ACTION

APPROVED

APPROVED / REJECTED / DEFERRED

CONDITIONS OF APPROVAL (IF ANY):


Sandra Platt (Oct 23, 2024 09:00 EDT)
Sandra Platt, Secretary to Awards Committee


Robert Peek (Oct 23, 2024 09:23 EDT)
Robert Peek, Chair to Awards Committee

CHIEF EXECUTIVE OFFICER ACTION

APPROVED

APPROVED / REJECTED / DEFERRED

CONDITIONS OF APPROVAL (IF ANY):


Eric B. Green (Oct 23, 2024 10:03 EDT)
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

"REVISED" BID FORM
JAXPORT PROJECT NO.: B2022-10
JAXPORT CONTRACT NO.: C-1814
BIMT BERTH 20 WHARF EXPANSION
BLOUNT ISLAND MARINE TERMINAL

BIDDER'S NAME: RUSH Marine, LLC

The undersigned hereby proposes to furnish all materials, equipment, labor, and supervision for the above identified project, in accordance with the specifications and drawings for Contract No. **C-1814**, at the following price:

Scope of Work: Furnish all labor, materials, equipment and supervision for the expansion of existing Berth 20 located at Blount Island Marine Terminal, to provide a second mooring berth for a 750-foot LOA Ro/Ro Vessel, in accordance with the Conditions of the Contract, Specifications, and Drawings.

"REVISED" BID FORM					
JACKSONVILLE PORT AUTHORITY CONTRACT NO: C-1814 BERTH 20 WHARF EXPANSION					
The undersigned hereby proposes to furnish all materials, equipment, labor, and supervision for the above identified project, in accordance with the Conditions of the Contract, Specifications, and Drawings for Contract No. C-1814 at the following price:					
A. LUMP SUM WORK					
Item Number	Description	Total Item Amount			
1	Mobilization and Demobilization	\$ 4,928,954.39			
2	General Requirements (Includes Project Management; General Administrative Costs; Construction and Payment Surveys; Construction Materials Testing, submittals, etc.)	\$ 4,617,529.06			
3	Environmental Protection	\$ 843,102.12			
4	Demolition (includes removal of existing bollard, traffic railings/barriers, and preparation of deck at wharf expansion)	\$ 126,522.36			
5	Electrical and Lighting	\$ 466,266.27			
6	Mechanical (Potable Water and Fire Water Utilities)	\$ 2,683,848.90			
A. SUM OF ALL LUMP SUM WORK EXCLUDING UNIT PRICED WORK (Items 1-6):					\$ 13,666,223.10
B. ITEMIZED UNIT PRICED WORK (NOT INCLUDED IN LUMP SUM WORK); TO BE PAID BASED ON ACTUAL QUANTITY AUTHORIZED AND INSTALLED					
Item	Description	Estimated Quantity	Unit	Unit Price	Total Item Amount
7	Underdeck Concrete Spall Repair	150	CF	\$ 1,300.77	\$ 195,115.50
8	FRP Pile Jacket Repair (Unreinforced)	140	LF	\$ 2,373.76	\$ 332,326.40
9	FRP Pile Jacket Repair (Reinforced) - If Required	20	LF	\$ 3,850.62	\$ 77,012.40
10	Furnish and Install 24" Prestressed Concrete Piles	50,860	LF	\$ 221.63	\$11,272,101.80
11	Furnish and Install Prestressed Concrete Deck Planks	480	EA	\$ 10,209.60	\$ 4,900,608.00
12	Cast-in-Place Concrete (Includes pile caps, deck topping, bull rail, and traffic railings/barriers, etc.)	8,525	CY	\$ 1,569.93	\$13,383,653.25
13	Furnish and Install Marine Bollards	26	EA	\$ 16,619.93	\$ 432,118.18
14	Furnish and Install Marine Cone Fenders	10	EA	\$ 72,269.28	\$ 722,692.80
15	Furnish and Install Ancillary Marine Fenders (includes Arch fenders and Corner fenders)	27	EA	\$ 16,324.41	\$ 440,759.07
16	Dredging and Disposal	122,000	CY	\$ 47.52	\$ 5,797,440.00
B. ITEMIZED UNIT PRICED TOTAL (Items 7-16):					\$37,553,827.40
C. ALTERNATE ITEMIZED UNIT PRICE WORK FROM CONTRACTORS PREFERRED VENDOR (NOT INCLUDED IN LUMP SUM WORK); TO BE PAID BASED ON ACTUAL QUANTITY AUTHORIZED AND INSTALLED IF SUBSTITUTED FOR ITEMS 13 or 14.					
Item	Description	Estimated Quantity	Unit	Unit Price	Total Item Amount
17	Furnish and Install Marine Bollards (Contractor Preferred Vendor)	26	EA	\$ 8,837.45	\$ 229,773.70
18	Furnish and Install Marine Cone Fenders (Contractor Preferred Vendor)	10	EA	\$ 49,645.29	\$ 496,452.90
C. ITEMIZED UNIT PRICED TOTAL (Items 17-18):					\$ 726,226.60
BID SUMMARY					
D. TOTAL BID AMOUNT (LINES A + B) - ITEMS 1-16					\$ 51,220,050.50
Notes (1) Line Item "D." will serve as the Basis of Award (2) Bid prices for the various work items are intended to establish a total price for completing the project in its entirety. The Contractor shall include in the Bid, any item for which a separate pay item has not been established in the Bid Form (under any related pay item), to reflect the total price for completing the project in its entirety. (3) Bidder shall verify all quantities prior to bidding.					

"REVISED" BID FORM
JAXPORT PROJECT NO.: B2022-10
JAXPORT CONTRACT NO.: C-1814
BIMT BERTH 20 WHARF EXPANSION
BLOUNT ISLAND MARINE TERMINAL

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

Basis of Award: The Authority reserves the right to award this contract to the bidder whose prices is the lowest based on Total Base Bid Amount (Lines A & B, Items 1 - 16), subject to availability of appropriated funds.

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

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

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

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

Addendum No. 1, Dated: 9/20/2024 Initials: 
 Addendum No. 2, Dated: 9/27/2024 Initials: 
 Addendum No. 3, Dated: 9/27/2024 Initials: 
 Addendum No. 4, Dated: _____ Initials: _____

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

RUSH Marine, LLC

Name of Contractor

AUTHENTICATION (see "Supplemental Instructions to Bidders")

RUSH Marine, LLC

Firm

<u>6285 Riverfront Center Blvd.</u>	<u>Titusville, FL</u>	<u>32780</u>	
Business Address	City	State	Zip Code

"REVISED" BID FORM
JAXPORT PROJECT NO.: B2022-10
JAXPORT CONTRACT NO.: C-1814
BIMT BERTH 20 WHARF EXPANSION
BLOUNT ISLAND MARINE TERMINAL

N/A

Mailing Address, if different from above

Anthony Landry

10/07/2024

Authorized Signature

Date Executed

Anthony Landry

President

Typed Name

Title

tlandry@rushinc.com

E-Mail Address

321-267-8100

321-267-9944

Telephone Number

Facsimile Number

82-4091915

CGC1526374

Company Federal Tax I.D. No.

Company's Business License No

BID OPENING
ITB C-1814 BIMT BERTH 20 WHARF EXPANSION
Monday, October 7, 2024 at 2:00 PM (ET)

JPA PROJECT NO.: B2022-10				RUSH MARINE, LLC		VECELLIO & GROGAN, INC.		TIC - THE INDUSTRIAL COMPANY		ORION MARINE CONSTRUCTION, INC.		SUPERIOR CONSTRUCTION CO. SOUTHEAST, LLC	
JPA CONTRACT NO.: ITB_C-1814													
BID OPEN DATE: OCTOBER 7, 2024, 2:00 PM													
BID BOND:				Y		Y		Y		Y		Y	
COI FORM:				Y		Y		Y		Y		Y	
PEC FORM:				Y		Y		Y		Y		Y	
BIDDER'S MINIMUM REQUIREMENTS:				Y		Y		Y		Y		Y	
CCRSC FORM:				Y		Y		Y		Y		Y	
E-VERIFY FORM:				Y		Y		Y		Y		Y	
E-BUILDER AGREEMENT:				Y		Y		Y		Y		Y	
ADDENDUM NO. 01:				Y		Y		Y		Y		Y	
ADDENDUM NO. 02:				Y		Y		Y		Y		Y	
ADDENDUM NO. 03:				Y		Y		Y		Y		Y	
A. LUMP SUM WORK													
Item	Description			Total Item Amount		Total Item Amount		Total Item Amount		Total Item Amount		Total Item Amount	
1	Mobilization and Demobilization			\$	4,928,954.39	\$	5,500,000.00	\$	4,996,225.00	\$	6,503,743.00	\$	4,300,000.00
2	General Requirements (Includes Project Management; General Administrative Costs; Construction and Payment Surveys; Construction Materials Testing, submittals, etc.)			\$	4,617,529.06	\$	6,233,000.00	\$	11,666,700.00	\$	5,702,536.00	\$	14,810,000.00
3	Environmental Protection			\$	843,102.12	\$	416,000.00	\$	25,000.00	\$	233,425.00	\$	2,025,000.00
4	Demolition (includes removal of existing bollard, traffic railings/barriers, and preparation of deck at wharf expansion)			\$	126,522.36	\$	42,500.00	\$	125,000.00	\$	32,509.00	\$	250,000.00
5	Electrical and Lighting			\$	466,266.27	\$	411,500.00	\$	350,000.00	\$	457,575.00	\$	350,000.00
6	Mechanical (Potable Water and Fire Water Utilities)			\$	2,683,848.90	\$	1,900,000.00	\$	1,370,375.00	\$	2,991,454.00	\$	2,065,500.00
A. SUM OF ALL WORK (Items 1-6):				\$	13,666,223.10	\$	14,503,000.00	\$	18,533,300.00	\$	15,921,242.00	\$	23,800,500.00
B. ITEMIZED UNIT PRICED WORK (NOT INCLUDED IN LUMP SUM WORK); TO BE PAID BASED ON ACTUAL QUANTITY AUTHORIZED AND INSTALLED													
Item	Description	Estimated Quantity	Unit	Unit Price	Total Item Amount	Unit Price	Total Item Amount	Unit Price	Total Item Amount	Unit Price	Total Item Amount	Unit Price	Total Item Amount
7	Underdeck Concrete Spall Repair	150	CF	\$ 1,300.77	\$ 195,115.50	\$ 1,100.00	\$ 165,000.00	\$ 625.00	\$ 93,750.00	\$ 652.00	\$ 97,800.00	\$ 1,830.00	\$ 274,500.00
8	FRP Pile Jacket Repair (Unreinforced)	140	LF	\$ 2,373.76	\$ 332,326.40	\$ 1,225.00	\$ 171,500.00	\$ 2,385.00	\$ 333,900.00	\$ 1,455.00	\$ 203,700.00	\$ 1,575.00	\$ 220,500.00
9	FRP Pile Jacket Repair (Reinforced) - If Required	20	LF	\$ 3,850.62	\$ 77,012.40	\$ 1,430.00	\$ 28,600.00	\$ 3,200.00	\$ 64,000.00	\$ 1,828.00	\$ 36,560.00	\$ 1,575.00	\$ 31,500.00

C-1814 Apparently Conforming

BID OPENING
ITB C-1814 BIMT BERTH 20 WHARF EXPANSION
Monday, October 7, 2024 at 2:00 PM (ET)

JPA PROJECT NO.: B2022-10				RUSH MARINE, LLC		VECELLIO & GROGAN, INC.		TIC - THE INDUSTRIAL COMPANY		ORION MARINE CONSTRUCTION, INC.		SUPERIOR CONSTRUCTION CO. SOUTHEAST, LLC	
JPA CONTRACT NO.: ITB_C-1814													
BID OPEN DATE: OCTOBER 7, 2024, 2:00 PM													
10	Furnish and Install 24" Prestressed Concrete Piles	50,860	LF	\$ 221.63	\$ 11,272,101.80	\$ 226.00	\$ 11,494,360.00	\$ 90.00	\$ 4,577,400.00	\$ 250.00	\$ 12,715,000.00	\$ 210.00	\$ 10,680,600.00
11	Furnish and Install Prestressed Concrete Deck Planks	480	EA	\$ 10,209.60	\$ 4,900,608.00	\$ 10,520.00	\$ 5,049,600.00	\$ 13,500.00	\$ 6,480,000.00	\$ 11,874.00	\$ 5,699,520.00	\$ 14,500.00	\$ 6,960,000.00
12	Cast-in-Place Concrete (Includes pile caps, deck topping, bull rail, and traffic railings/barriers, etc.)	8,525	CY	\$ 1,569.93	\$ 13,383,653.25	\$ 1,833.00	\$ 15,626,325.00	\$ 2,210.00	\$ 18,840,250.00	\$ 1,922.00	\$ 16,385,050.00	\$ 2,650.00	\$ 22,591,250.00
13	Furnish and Install Marine Bollards	26	EA	\$ 16,619.93	\$ 432,118.18	\$ 22,000.00	\$ 572,000.00	\$ 16,500.00	\$ 429,000.00	\$ 9,043.00	\$ 235,118.00	\$ 18,110.00	\$ 470,860.00
14	Furnish and Install Marine Cone Fenders	10	EA	\$ 72,269.28	\$ 722,692.80	\$ 67,400.00	\$ 674,000.00	\$ 82,500.00	\$ 825,000.00	\$ 43,566.00	\$ 435,660.00	\$ 60,670.00	\$ 606,700.00
15	Furnish and Install Ancillary Marine Fenders (includes Arch fenders and Corner fenders)	27	EA	\$ 16,324.41	\$ 440,759.07	\$ 18,185.00	\$ 490,995.00	\$ 9,250.00	\$ 249,750.00	\$ 10,890.00	\$ 294,030.00	\$ 13,500.00	\$ 364,500.00
16	Dredging and Disposal	122,000	CY	\$ 47.52	\$ 5,797,440.00	\$ 47.70	\$ 5,819,400.00	\$ 65.00	\$ 7,930,000.00	\$ 49.56	\$ 6,046,320.00	\$ 42.50	\$ 5,185,000.00
B. ITEMIZED UNIT PRICED TOTAL (Items 7-16):				\$ 37,553,827.40		\$ 40,091,780.00		\$ 39,823,050.00		\$ 42,148,758.00		\$ 47,385,410.00	
C. ALTERNATE ITEMIZED UNIT PRICE WORK FROM CONTRACTORS PREFERRED VENDOR (NOT INCLUDED IN LUMP SUM WORK); TO BE PAID BASED ON ACTUAL QUANTITY AUTHORIZED AND INSTALLED IF SUBSTITUTED FOR ITEMS 13 or 14.													
Item	Description	Estimated Quantity	Unit	Unit Price	Total Item Amount	Unit Price	Total Item Amount	Unit Price	Total Item Amount	Unit Price	Total Item Amount	Unit Price	Total Item Amount
17	Furnish and Install Marine Bollards(Contractor Preferred Vendor)	26	EA	\$ 8,837.45	\$ 229,773.70	\$ 22,000.00	\$ 572,000.00	\$ 10,445.00	\$ 271,570.00	\$ 7,000.00	\$ 182,000.00	\$ 9,760.00	\$ 253,760.00
18	Furnish and Install Marine Cone Fenders(Contractor Preferred Vendor)	10	EA	\$ 49,645.29	\$ 496,452.90	\$ 67,400.00	\$ 674,000.00	\$ 37,000.00	\$ 370,000.00	\$ 35,000.00	\$ 350,000.00	\$ 40,650.00	\$ 406,500.00
C. ITEMIZED UNIT PRICED TOTAL (Items 17-18):				\$ 726,226.60		\$ 1,246,000.00		\$ 641,570.00		\$ 532,000.00		\$ 660,260.00	
BID SUMMARY													
D. TOTAL BID AMOUNT (LINES A + B) - ITEMS 1-16:				\$ 51,220,050.50		\$ 54,594,780.00		\$ 58,356,350.00		\$ 58,070,000.00		\$ 71,185,910.00	

Red highlighted Amounts indicate errors in calculation

Recorded By: Terrie Gynder
Small Print (C) B. Bid 10-03-24

Witness: Sandra Platt
Small Print (C) B. Bid 10-03-24

Witness: Tari Lemon-Scott
Small Print (C) B. Bid 10-03-24

Director, Procurement Services: Patricia Rogers
Small Print (C) B. Bid 10-03-24

C-1814 Apparently Conforming

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

AC-2024-10-04

Reference No.

File

10/22/2024

Date

SUBJECT: Services During Construction for T-Berth Modifications to Berth 20 - BIMT
JPA Project No.: B2022.10 JPA Contract No.: AE-1814 CO#2
Taylor Engineering, Inc.

COST: \$1,868,014.30☒ **BUDGETED**☐ **NON-BUDGETED****BACKGROUND:**

On June 27, 2022, JAXPORT Board of Directors approved award of a contract to Taylor Engineering, Inc., in the amount of \$1,262,279.50 for all labor, materials, and expertise to produce a complete design package for modifications to Berth 20 to add a pier extension to the southwest, thereby making Berth 20 a T-pier that is capable of accommodating two (2) Ro/Ro auto lines, each 750 feet LOA.

Under this contract, JAXPORT has approved one (1) Change Order in the amount of \$52,688.50 for additional sediment sampling and chemical and physical testing. Change Order No. 2, in the not to exceed amount of \$1,868,014.30 is needed for services during construction. The services during construction scope of work includes but is not limited to construction phase engineering services to monitor the major categories of construction completed by the construction contractor, to include: Mobilization of construction equipment and materials; protection of environmental resources; underdeck concrete repairs and pile jacketing on the existing wharf; installation of prestressed concrete piles; construction of cast-in-place concrete pile caps; placement of prestressed concrete deck topping; installation of new fenders and bollards; installation of new electrical and lighting; renovations to existing water utilities on the existing wharf and installation of new water utilities on the new wharf; installation of ancillary features (bull rails, guardrails, etc.); and dredging and disposal of dredged material within JAXPORT designate dredged material management area.

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 25, and will be funded with 75% FDOT funds and 25% JPA funds.

FINANCIAL:

Available Budget:	\$10,779,949
Proposed Expense:	<u>\$ 1,868,014</u>
Remaining Balance:	\$ 8,911,935

RECOMMENDATION:

Management recommends that the Board of Directors approve the issuance of Change Order No. 2 to Taylor Engineering, Inc., for Services During Construction for T-Berth Modifications to Berth 20 – BIMT in the not to exceed amount of \$1,868,014.30. The total amount of the contract including Change Order No. 1-2 will be \$3,182,981.30

AC-2024-10-04

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: Taylor Engineering, Inc's detailed proposal.

ORIGINATED BY:

James Jones
James Jones (Oct 23, 2024 08:34 EDT)
James Jones, Sr. Director, Engineering & Construction

SUBMITTED FOR APPROVAL

Retta Rogers
Retta Rogers (Oct 23, 2024 08:57 EDT)
Retta Rogers, Director, Procurement Services

AWARDS COMMITTEE ACTION

APPROVED

APPROVED/REJECTED/DEFERRED

CONDITIONS OF APPROVAL (IF ANY):

Sandra Platt
Sandra Platt (Oct 23, 2024 09:00 EDT)
Sandra Platt, Secretary to Awards Committee

Robert Peek
Robert Peek (Oct 23, 2024 09:23 EDT)
Robert Peek, Chairman to Awards Committee

CHIEF EXECUTIVE OFFICER ACTION

APPROVED

APPROVED/REJECTED/DEFERRED

CONDITIONS OF APPROVAL (IF ANY):

Eric B. Green
Eric B. Green (Oct 23, 2024 10:03 EDT)
Eric B. Green, Chief Executive Officer

CONDITIONS OF APPROVAL (IF ANY):

Date

Rebecca Dicks, Corporate Secretary

BOARD DECISION

APPROVED/REJECTED/DEFERRED

CONDITIONS OF APPROVAL (IF ANY):

Date

Board Chairman

Date

Board Secretary

C.P.O.# 5191



P.O. Box 3005
 Jacksonville, Florida 32206-0005
 (904) 357-3062
 Remit To: accounts.payable@jaxport.com
CAPITAL PURCHASE ORDER

VENDOR: Taylor Engineering #15074 **CONTRACT NO:** AE-1814A

ADDRESS: 10199 Southside Blvd., Ste 310 **REQUESTING DEPT:** Engineering

Jacksonville, FL 32256 **JAXPORT TELEPHONE:** (904)357-3055

Jonathan Armbruster **JAXPORT CONTACT:** Jose Vazquez

TELEPHONE/FAX: (904)710-4309 **G/L ACCT. #:** 003.2050.AE-1814A.B2022.10

DESCRIPTION

Provide Construction Phase Administration and Engineering Design Services for T-Berth Modifications to Berth 20 at Blount Island Marine Terminal (See Taylor's detailed proposal attached). Terms and Conditions are in accordance with contract AE-1814.

TIME & MATERIAL LABOR (NTE):**Engineering Services**

Task 1 – Preconstruction Coordination	\$ 38,626.00
Task 2 – Construction Engineering Support.....	\$1,352,778.00
Task 3 – Project Closeout.....	\$ 40,896.00
Total Engineering Services.....	\$1,432,300.00
Subconsultants.....	\$ 435,714.30

TOTAL Direct Cost and Time & Material..... \$1,868,014.30

COO APPROVAL: James G. Bennett, PE
James G. Bennett, PE (Oct 23, 2024 08:33 EDT)

AUTHORIZED COST: \$ 1,868,014.30

REQUESTED BY: Jose Vazquez
Jose Vazquez (Oct 22, 2024 16:43 EDT)

ENGINEERING APPROVAL: James Jones
James Jones (Oct 23, 2024 08:34 EDT)

PROCUREMENT APPROVAL: Retta Rogers
Retta Rogers (Oct 23, 2024 08:57 EDT)

CHIEF EXECUTIVE OFFICER: Eric B. Green
Eric B. Green (Oct 23, 2024 10:03 EDT)

FINANCE-original

VENDOR-copy

ISSUING DIVISION-copy

ENGINEERING-copy

1 of 1

CONCURRENCE _____
 Fed/State

**BLOUNT ISLAND MARINE TERMINAL
BERTH 20 WHARF EXPANSION
CONSTRUCTION PHASE ADMINISTRATION AND ENGINEERING SERVICES
SCOPE OF WORK**

INTRODUCTION

Taylor Engineering (TAYLOR) has completed engineering design and permitting for the *Blount Island Marine Terminal (BIMT) Berth Wharf Expansion* Project which will allow Berth 20 to simultaneously moor two vessels. JAXPORT intends to award the construction contract in October of 2024, and construction will commence in November 2024.

Through this scope of work, TAYLOR will provide construction phase engineering services to monitor the major categories of construction completed by the construction contractor (Contractor), which include the following:

1. Mobilization of all construction equipment and materials to the construction site
2. Protection of environmental resources
3. Underdeck concrete repairs and pile jacketing on the existing wharf
4. Installation of prestressed concrete piles in plumb configuration to support new wharf
5. Construction of cast-in-place concrete pile caps
6. Placement of prestressed concrete deck panels
7. Placement of cast-in-place concrete deck topping
8. Installation of new fenders and bollards
9. Installation of new electrical and lighting
10. Renovations to existing water utilities on the existing wharf and installation of new water utilities on the new wharf
11. Installation of ancillary features (bull rails, guardrails, etc.).
12. Dredging and disposal of dredged material within JAXPORT designated dredged material management area.

TAYLOR has developed its scope of work based on the following assumptions:

- a. The project' active construction phase will extend from approximately November 2023 through November 2024. The total contract time will run 730 calendar days (24 months, or approximately 104 weeks).
- i. During periods of critical activity including concrete repairs, pile installation, form work, rebar placement, cast-in-place concrete, installation of fenders and bollards, etc., TAYLOR will conduct daily observations with an observer in the field up to approximately 40 hours each week with staff stationed in the jobsite trailer provided, as required by specifications, by the construction contractor. When necessary, observation will occur throughout the 5-day workweek, including potential occasional nighttime and/or weekend work for concrete placement. Because of the spatial extent (over 1000 linear feet of Wharf) and required

construction schedule, TAYLOR anticipates multiple crane barges and likely parallel construction activities (i.e. pile driving in one location with concrete formwork and rebar at another. Therefore, periods during this phase of work may occasionally require two inspectors simultaneously available onsite to make observations. Therefore, this Scope of Work includes allowance for JSEB teammate Construction & Engineering Services (C&ES) inspectors to supplement TAYLOR staff up to three day per week. TAYLOR anticipates that this phase of activities will encompass approximately 547 days (18 months, or approximately 78 weeks) to complete.

- ii. Outside of the critical construction activities described above, TAYLOR will perform field observations twice a week with an observer in the field up to approximately 16 hours each week. TAYLOR anticipates that this period will encompass a total of 183 days (6 months, or 26 weeks).
 - iii. TAYLOR will conduct a maximum of four off-site field visits to contractor designated precast yards to perform an inspection of major precast prestressed members such as piles and double-tee walkways. TAYLOR assumes the precast yards will be located within 50 miles of the project site.
2. TAYLOR is not responsible for jobsite safety and will not direct the contractor's means, methods, and sequence.
 3. Project construction will neither result in any substantial deviations from the project Drawings and Specifications nor violate permit conditions.

If any of these assumptions prove incorrect, TAYLOR will work with JAXPORT to develop appropriate modifications to this scope of work and cost.

TASKS

Task 1. Preconstruction Coordination

This task includes the following sub-tasks:

- Prepare for and conduct a pre-construction kickoff meeting
- Review contractor pre-construction submittals
- Prepare for and conduct an on-site coordination meeting

TAYLOR staff will conduct a pre-construction kickoff meeting with JAXPORT and the Contractor. The pre-construction kickoff meeting will serve to describe the project and answer contractor's questions concerning any technical aspects of the work. In addition, TAYLOR will discuss the ground rules and other issues including lines of engineer and contractor authority, general and specific contract conditions, contract administration, terminal security & access, progress payment, correspondence procedures, project schedule, submittal register, and labor requirements. TAYLOR will take minutes of the pre-construction kickoff meeting discussions and distribute them to JAXPORT and the Contractor. We assume the pre-construction kickoff meeting will occur at JAXPORT offices and may include follow-

up site visit. This meeting will occur after the Notice of Award and shortly before or immediately after JAXPORT issues the Notice to Proceed.

TAYLOR will also conduct an additional pre-construction coordination meeting after the kickoff meeting and before the start of active construction. TAYLOR will review contractor pre-construction submittals to prepare a coordination meeting agenda. The submittal review may include schedule of values, list of subcontractors, signature authority, construction schedule, submittal register, environmental protection plan, and quality control plan. This meeting's purpose is to achieve a mutual understanding with the contractor of required quality control; to review submitted draft plans and resolve issues of concern; to discuss project drawings, specifications, schedule, and documentation; and to establish a good working relationship between the contractor's quality control staff and TAYLOR's representatives.

Task 2. Construction Engineering Support

This task includes the following sub-tasks:

- Review shop drawings and/or technical submittals: this scope of work includes review of the shop drawings/submittals required by the Contractor as documented in the draft submittal register provided in the Specifications. Recognizing the likely need for multiple reviews and the potential for additional contractor-requested submittals, the scope of work includes availability to conduct a maximum of 150 submittal reviews (including re-reviews and additional requested submittal reviews).
- Observe all phases of construction activities based on the following expected maximum schedule:
 - During periods of critical construction activity for an estimated duration of 18 months (78 weeks): Provide at least one observer each weekday and the ability to provide a second observer up to three times per week to provide coverage for parallel work activities.
 - During periods when less critical construction activities are underway for an estimated duration of 6 months: Provide one observer up to twice a week.
 - Mechanical Engineer (Moffatt & Nichol) and Electrical Engineer (Eng Engineering) will provide specific site observations as required to evaluate electrical and mechanical construction.
- Prepare daily site visit reports that will be compiled and submitted each week.
- Schedule and prepare for up to 62 on-site progress meetings. These meeting will typically occur once every two weeks. During particularly active periods of construction, weekly meetings may be necessary.
- UAV drone flights for documentation of progress photographs and video (up to 18 flights)
- Prepare up to four work change directives
- Prepare up to four change orders
- Review and comment on monthly pay applications

TAYLOR will assist JAXPORT in administering the construction contract. In-office duties will include general record keeping, reviewing the contractor's shop drawings and submittals, reviewing progress pay applications, providing senior review of the work progress, and assisting with the preparation of change directives and change orders, if required. This Scope of Work also includes a budgetary allowance to consult with our team geotechnical engineering specialist (Moffatt & Nichol) if necessary to assist in reviewing and interpreting pile driving results and Contractor pile installation records.

TAYLOR will remain available throughout construction to provide advice and consultation to JAXPORT through teleconference and virtual meetings. In this role, TAYLOR will address questions pertaining to engineering, design, permitting issues, and any proposed changes to project design.

TAYLOR will provide onsite construction observation throughout the project duration based on the schedule outlined above. Site visits will include observation of the work and general monitoring of the contractor's means, methods, and sequence. TAYLOR will observe the contractor's activities to evaluate whether they are within general conformance with the project Drawings, Specifications, and environmental permits. As part of the observation process, after each site visit, TAYLOR will complete a construction report, which will become part of the project record. The report will include the name of the observer, weather conditions, date, personnel/visitors on site, the contractor's personnel and equipment, summary of events, photographs, and the contractor's representative and observer's signature. These reports will constitute a log of the construction progress.

TAYLOR will schedule and attend onsite construction progress meetings a minimum of once every two weeks during active construction. Attendees will include representatives from the construction contractor and its subconsultants. In addition to a field observation staff member, a TAYLOR senior staff member (the project manager, Engineer of Record, or project engineer) will also attend progress meetings. The progress meeting agenda will generally include review of minutes of previous meetings, work progress since the previous meeting, current definable features of work (i.e., construction schedule, submittal register, testing review, changes to construction schedule, contract quality for materials and workmanship, and any pending modifications or substitutions), and other business, as appropriate. These meetings will allow the engineering team to address construction problems or technical aspects of the work and further ascertain whether work is progressing in general conformance with permit conditions, Drawings, and Specifications. If unexpected problems arise outside of the regularly scheduled progress meetings, TAYLOR will coordinate and attend problem resolution/progress meetings on site as necessary within the maximum number of meetings noted above.

Throughout construction, TAYLOR will notify JAXPORT of any permit violations, work stoppages, or conflicts, and recommend to JAXPORT ways to resolve these issues. TAYLOR is not responsible for jobsite safety and will not direct the contractor's means, methods, and sequence.

Task 3. Project Closeout

This task includes the following sub-tasks:

- Develop preliminary and final punch lists
- Certify substantial completion of the project
- Attend pre-final and final observation and closeout meetings
- Conduct final review/acceptance of field data
- Certify final completion of the project to appropriate regulatory agencies

Once JAXPORT receives from the contractor a request to certify the project substantially complete, TAYLOR will visit the project site to make our determination of the degree of completion. If TAYLOR cannot certify substantial completion, TAYLOR will develop preliminary and final punch lists of items for the Contractor to complete or correct. With concurrence from JAXPORT, TAYLOR will transmit this list to the Contractor. Upon completion of outlined items, TAYLOR will certify the project substantially complete. This scope of work includes two on-site meetings with a TAYLOR senior staff member (the project manager, Engineer of Record, or project engineer) in attendance.

TAYLOR will collect and review the following information from the contractor before project closeout:

- Final pay application
- Post-construction Record Drawings and as-built survey
- Final contractor certifications and documentation

TAYLOR will collate all project files into a digital closeout package. We will assist JAXPORT to coordinate permit-require closeout submittals. Following satisfactory completion of the project, TAYLOR will prepare and submit applicable statements/certifications of completion in accordance with regulatory (FDEP/USACE) permit requirements.

EXCLUDED ACTIVITIES

This scope of work excludes the following work or activities unless later included through issuance of an amendment to this scope of work or subsequent task order:

- Professional survey services for construction layout, verification, or as-built documentation.
- Pile driving logging which will be performed by the contractor's independent geotechnical consultant and submitted to TAYLOR for review.
- Responsibility for the contractor's means, methods, or jobsite safety.
- Material testing or laboratory services.

- Permitting services to seek permit modifications or address violations of construction permits.
- Services beyond the calendar expectations and maximum number of events/actions outlined above.
- Design or re-design of major work items due to contractor requested substitutions or value engineering proposals. Major work items would include piles, pile caps, precast panels and/or other major structural elements requiring revised structural analyses and modeling.

DELIVERABLES

The table below lists the deliverable on a task-by-task basis.

Task	Deliverables
Task 1. Preconstruction Coordination	• Pre-construction kickoff meeting agenda and notes • Pre-construction coordination meeting agenda and notes
Task 2. Construction Engineering Support	• Written contractor submittal reviews • Site visit observation reports • UAV aerial photographs and video • Progress meeting agenda and notes • Change Order/Change Directive document development • Pay application review summary and recommendations
Task 3. Project Closeout	• Substantial completion punch list/documentation • Construction project digital file compilation and closeout package • Regulatory completion certification

SCHEDULE

Events under this scope of work will occur in parallel with and in coordination with the Contractor's progress in the field. All work will occur over a maximum 24-month calendar period. Any extension of the project schedule or maximum number of events/actions outlined above may require authorization for revised scope of work and fee.

FEE

TAYLOR will complete the work described herein on a Time and Materials Basis Not to Exceed Fee of \$1,868,014.30 The table below summarizes the fees on a task-by-task basis.

Exhibit A provides a detailed breakdown of hours and fees on a task-by-task basis.

Task	Taylor Fee	Subconsultants	Total Fee
Task 1: Preconstruction Coordination	\$38,626.00		\$38,626.00
Task 2: Construction Engineering Support	\$1,352,778.00	\$435,714.30	\$1,788,492.30
Task 3: Project Closeout	\$40,896.00		\$40,896.00
Totals	\$1,432,300.00	\$435,714.30	\$1,868,014.30

As noted within the Scope of Work, some activities require collaboration with subconsultant teammates. Exhibit B provides the subconsultant's proposals.

Exhibit A

Task-by-Task Fee Summary

EXHIBIT A

TAYLOR ENGINEERING, INC.
COST SUMMARY BY TASK

JAXPORT BIMT B20
CONSTRUCTION PHASE ADMINISTRATION AND ENGINEERING SERVICES

TASK 1: Preconstruction Coordination

<i>Labor</i>	Hourly Rate	Hours	Burdened Cost	Task Totals
Principal	\$300.00	5.0	1,500.00	
Project Manager	\$279.00	28.0	7,812.00	
Sr. Engineer/Design Engineer	\$257.00	30.0	7,710.00	
Project Engineer/Design Engineer	\$190.00	80.0	15,200.00	
Junior Engineer/Design Engineer	\$115.00	44.0	5,060.00	
Designer/Technician	\$168.00	8.0	1,344.00	
Total Labor Hours		195.0		
Total Labor Cost				38,626.00

Total Task 1 **\$38,626.00**

TASK 2: Construction Engineering Support

<i>Labor</i>	Hourly Rate	Hours	Burdened Cost	Task Totals
Principal	\$300.00	45.0	13,500.00	
Environmental Specialist	\$117.00	180.0	21,060.00	
Project Manager	\$279.00	382.0	106,578.00	
Sr. Engineer/Design Engineer	\$257.00	898.0	230,786.00	
Project Engineer/Design Engineer	\$190.00	2806.0	533,140.00	
Junior Engineer/Design Engineer	\$115.00	3390.0	389,850.00	
Designer/Technician	\$168.00	80.0	13,440.00	
Clerical/Secretary	\$81.00	104.0	8,424.00	
Total Labor Hours		7885.0		
Total Labor Cost				1,316,778.00

<i>Subconsultants</i>	Direct Cost	Markup @ 5%	Burdened Cost	
C&ES - Construction Inspection Support	274,746.00	13,737.30	288,483.30	
M&N - Mechanical/Fire Protection Engineering	56,000.00	2,800.00	58,800.00	
M&N - Geotechnical Engineering Support	74,000.00	3,700.00	77,700.00	
Eng - Electrical Engineering/Lighting	10,220.00	511.00	10,731.00	
Total Subconsultant Cost				435,714.30

<i>Other Direct Costs</i>	Quantity	Unit Cost	Cost	
Boat and Pilot (periodic use monthly rate)	24.0	1,500.00	36,000.00	
Total Other Direct Costs				36,000.00

Total Task 2 **1,788,492.30**

EXHIBIT A

**JAXPORT BIMT B20
CONSTRUCTION PHASE ADMINISTRATION AND ENGINEERING SERVICES**

TASK 3: Project Closeout

<i>Labor</i>	Hourly Rate	Hours	Burdened Cost	Task Totals
Principal	\$300.00	3.0	900.00	
Senior Environmental	\$227.00	12.0	2,724.00	
Project Environmental	\$192.00	12.0	2,304.00	
Project Manager	\$279.00	16.0	4,464.00	
Sr. Engineer/Design Engineer	\$257.00	28.0	7,196.00	
Project Engineer/Design Engineer	\$190.00	80.0	15,200.00	
Junior Engineer/Design Engineer	\$115.00	56.0	6,440.00	
Designer/Technician	\$168.00	8.0	1,344.00	
Clerical/Secretary	\$81.00	4.0	324.00	
Total Labor Hours		219.0		
Total Labor Cost				40,896.00
Total Task 3				40,896.00
Project Total				\$1,868,014.30

Exhibit B

Subconsultant Proposals

- 1. C&ES: Construction Observation/Inspection Support**
- 2. Moffat & Nichol: Mechanical/Fire Protection Engineering and Geotechnical Engineering Support**
- 3. Eng Engineering: Electrical Engineering/Lighting Support**



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September 23, 2024

Jonathan Armbruster, P.E.
Senior Vice President of Waterfront
Taylor Engineering, Inc.
10199 Southside Blvd., Suite 310,
Jacksonville, FL 32256

Re: Proposal to Provide Inspection Services for The JAXPORT Berth 20 Expansion Project

Dear Mr. Armbruster:

Construction and Engineering Services Consultants, Inc. (C&ES) is pleased to submit the following fee proposal to Taylor Engineering (THE CLIENT) to provide Construction Inspection Services for 18 months. C&ES will provide a qualified Concrete Inspector for the JAXPORT Berth 20 Expansion Project for an average of 3 days per week over a period of 18 months.

SCOPE OF WORK:

Based on information provided by THE CLIENT, the proposed services will consist of:

- Provide a qualified construction inspector to inspect the work to evaluate whether the construction is proceeding in accordance with the plans and specifications and assess the proper placement of concrete rebar and concrete.
- When required, recommend to the Client on removal and replacement of defective work which does not meet specifications, or is otherwise incorrectly constructed.
- Review the contractor's quality control construction inspection reports relating to the Contractor's performance and communicate with the client, if necessary, regarding non-conformance to plan specifications, workmanship, etc on QA/QC issues.
- Provide status reports in brief excel format for each inspection day.
- Assess contractor's project performance targets and track project milestones.

C&ES CONSULTANTS, INC.



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Jaxport Berth 20 Expansion

Role	Hours	Billing Rate	Total
Ave. 3 days/wk for 18 months			
Construction Manager (Ave. 2 hours/wk for 18mo)	156	\$ 189.19	\$ 29,513.64
Concrete Inspector (Ave. 3 days/wk for 18mo)	1872	\$ 131.00	\$ 245,232.00
Total			\$ 274,745.64

Note: Rate is valid for the 24 month project duration (2025 & 2026)

We look forward to the continued opportunity of working with you and JAXPORT.

If you have any questions, please do not hesitate to contact our office at 904-716-8450.

Sincerely,

CONSTRUCTION & ENGINEERING SERVICES CONSULTANTS, INC.

Abraham Bah, P.E.
Senior Project Manager

cc: Steven J. Davis, CEO

C&ES CONSULTANTS, INC.



501 East Kennedy Boulevard, Suite 1910
Tampa, FL 33602
(813) 258-8818 | Fax (813) 258-8525
www.moffattnichol.com

September 24, 2024

Taylor Engineering, Inc.
10199 Southside Blvd., Suite 310
Jacksonville, Florida 32256
Attention: Jonathan Armbruster, PE

Subject: JAXPORT Berth 20 Construction Support Services

Dear Mr. Armbruster,

Moffatt & Nichol (M&N) is pleased to continue our efforts with Taylor Engineering, Inc. (Taylor) team and to provide this proposal for the Jacksonville Port Authority (JAXPORT) T-Berth Modifications to Berth 20 construction support services.

M&N's scope of work includes:

- Providing submittal review and approval for mechanical utilities upgrades on Berth 20.
- Providing submittal review for deep foundations.

Task 1: Project Management and Meetings

Objective:

The objective of this task is to provide project controls and coordination with Taylor.

Scope:

Project management tasks include:

- Review of contract documents and coordinate with M&N legal
- Prepare project plan
- Establish and coordinate with internal project team
- Prepare monthly invoices for 24 months (18 months of construction and 6 months for pre- and post-construction)
- Coordination with Taylor during construction

Meetings will include:

- Pre-Construction meeting
- Various coordination meetings, as needed

Dependencies/Special Requirements:

- Meetings will be hosted by Taylor which will provide meeting venue
- Taylor will prepare final meeting minutes with meeting notes provided by M&N

Deliverables:

- Executed contract documents

- Monthly invoices
- M&N meeting notes

Task 2: Mechanical Submittal Review and Construction Support

Objective:

Provide review and approval of submittals for the fire suppression system.

Scope:

The mechanical engineering group will review, respond and/or approve the required submittals for the Fire Suppression System that was designed to be installed at Berth 20. This task includes the following:

- **Submittal Review.** Mechanical engineering staff will review each submittal for the fire suppression system as designed. Each submittal, up to 30, are assumed to take approximately 2 hours for review and response. M&N has also assumed up to 10 Requests for Information (RFIs), each assumed to take approximately 2 hours for review and response.
- **Site Visits.** Two (2) site visits are planned. One at the mid-point of the fire suppression construction and one at closeout. Each site visit would include a one-night hotel stay and 8 hours on site.

Dependencies/Special Requirements:

- M&N assumes a 7-day turnaround on submittal and RFI reviews.

Deliverables:

- Responses to Submittals and RFIs.
- Site visits will be attended by either the Sr. Mech. Eng. or Project Mech. Eng. and include a summary memorandum.

Task 3: Deep Foundations Submittal Support

Objective:

Provide review and support to Taylor of the submittals for the deep foundations designed at Berth 20.

Scope:

The structural engineering group will review, respond and coordinate with Taylor on the required submittals for the Deep Foundations that were designed to be installed at Berth 20. This task includes the following:

- **Submittal Review.** Structural engineering staff will review pile driving records, as provided by the contractor, for the pile testing program. There are 40 piles outlined as part of the pile testing program. M&N has assumed 3 hours/per test pile for review, response, and coordination with Taylor.
- M&N has assumed 40 hours for additional review and coordination as needed during construction for other coordination items with Taylor.
- **Site Visits.** One (1) site visit is included, as needed. The site visit will be requested by Taylor and coordinated at appropriate times during construction to observe pile driving and other construction aspects. The site visit would include a one-night hotel stay and 8 hours on site.

Dependencies/Special Requirements:

- Full-time on-site construction management or observation are not included in this scope of work. Periodic site visits are included.

JAXPORT Berth 20 Construction Support Services

September 24, 2024

- Production pile length design is not included in this scope of work. This can be added through the not-to-exceed Additional Coordination funds at the direction of Taylor Engineering.
- 7-working-day turnaround on shop drawing/submittal reviews.
- 7-working-day turnaround on RFI responses which do not require design services.

Deliverables:

- Shop Drawing/Submittal review comments.
- RFI responses
- Field visit memorandums with photo documentation as required.

Design Schedule

M&N has assumed a 24-month project schedule, 18 months for construction and additional 6 months for pre-construction and post-construction coordination.

Fee Schedule:

Task	Description	Fee
1	Project Management and Meetings	\$28,000
	Project Management	\$26,000
	Meetings	\$2,000
2	Mechanical Submittal Review and Construction Support	\$44,00
	Submittal Review	\$25,000
	Site Visits	\$17,000
	ODCs	\$2,000
3	Deep Foundations Submittal Support	\$58,000
	Submittal Review	\$36,000
	Additional Coordination (not-to-exceed)	\$10,000
	Site Visits	\$10,000
	ODCs	\$2,000
	Total	\$130,000

Tasks will be billed via Time and Materials (T&M) on an hourly basis in accordance with the attached rate sheet. Travel expenses will be billed at cost. Services outside of this scope of work can be completed with an additional agreed upon proposal.

We look forward to continuing our work with Taylor Engineering, Inc. on this exciting project. Should have any questions or wish to discuss, please contact Nancy Lehr at (813) 981-5187 or nlehr@moffattnichol.com.

Sincerely,

MOFFATT & NICHOL



Gary W. Smith, PE
Vice President





2024 Southeast U.S. Rate Sheet

Effective April 22, 2024 Until Revised

General Classification	2024 Rate (USD)
Principal Engineer	\$ 345
Supervisory Engineer / Scientist	\$ 300
Senior Engineer / Scientist	\$ 270
Engineer / Scientist III	\$ 215
Engineer / Scientist II	\$ 185
Engineer / Scientist I	\$ 150
Staff Engineer II	\$ 130
Staff Engineer I	\$ 110
Senior Technician	\$ 180
Designer	\$ 155
CADD II	\$ 130
CADD I	\$ 115
Word Processing/Document Controls	\$ 120
Clerical	\$ 100



September 23, 2024

Mr. Jon Armbruster. Vice President of Waterfront Engineering
Taylor Engineering, Inc
10199 Southside Boulevard, Suite 310
Jacksonville, FL 32256

Project: JAXPORT Berth 20 Expansion Construction Phase Services
Dock, navigational and collision avoidance lights
Blount Island, Florida

Dear Jon:

Thank you for the opportunity to propose this project. We evaluated the information provided and developed the following scope of work and fee. They are as follows:

1. Provide construction administration services as follows:
 - Two (2) site visits. This includes 1 rough-in inspection and 1 final inspection.
 - Shop drawing review for electrical systems. A shop drawing comment sheet will be provided for each submittal.
 - Respond to RFIs during construction.
2. Additional Electrical items and task will be billed per the attached fee sheet.

Fee for above services: **see attached fee sheet**

The terms of this fee proposal will be per the Taylor Engineering, Inc and JAXPORT subcontractor agreements. We will begin work following receipt of work authorization or this signed proposal. Please give me a call with any questions.

Respectfully,

Edward J. Eng PE
President

Authorized Signature

Date

Exhibit EEI				
CONTRACT FEE SUMMARY FORMAT FOR ENGINEERING DIVISION JACKSONVILLE, PORT AUTHORITY, JACKSONVILLE FLORIDA				
PART I - GENERAL				
1. Project JPA Berth 20 Expansion Electrical Construction Support Services			2. Proposal No. / Contract No. XX	
3. Name of Subconsultant: Eng Engineering Inc Construction Phase Services (CPS)			4. Date of Proposal September 23, 2024	
PART II - LABOR RELATED COSTS				
5. Direct Labor (Reimbursable)	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal	\$ 100.00	0	\$ 0.00	0
Senior Engineer	\$ 80.00	32	\$ 2,560.00	2560
Engineer	\$ 70.00	16	\$ 1,120.00	1120
Intern Engineer	\$ 60.00		\$ 0.00	0
CAD Technician	\$ 45.00	0	\$ 0.00	0
	\$ 40.00		\$ 0.00	0
	\$ 40.00		\$ 0.00	0
	\$ 42.00		\$ 0.00	0
Administrative Support	\$ 35.00	0	\$ 0.00	0
TOTAL DIRECT LABOR	\$ 76.67	48		\$ 3,680.00
6. Overhead (Combined Fringe Benefit & Administrative) Overhead Rate 150 % x Total Direct Labor				\$ 5,520.00
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				\$ 9,200.00
8. PROFIT: Labor Related Costs (Item 7) x 10%				\$ 920.00
PART III - OTHER COSTS				
9. Miscellaneous Direct Costs (Lump Sum)				
Printing			\$ 0.00	
Transportation & Shipping			\$ 100.00	
			\$	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL				\$ 100.00
10. SUBCONSULTANTS ((Reimbursable/Not to Exceed)				
			\$	
SUB-CONTRACT SUB-TOTAL (Reimb/NTE)				\$ -
11. SUBCONTRACTS (Reimbursable/Not to Exceed)				
			\$ 0.00	
			\$	
SUB-TOTAL REIMBURSABLES				\$ -
PART IV - SUMMARY				
TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10, and 11)				\$ 10,220.00
12. TOTAL PRIOR CONTRACT AMOUNT				N.A.
TOTAL AMENDED CONTRACT AMOUNT				N.A.

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

AC2024-10-05
Reference No.

File

10/22/2024
Date

SUBJECT: IBM Maximo Application Suite (MAS) SaaS AWS Implementation and Subscription
JPA Project G/L No.: 193.5840 / 003.2042.193-D JPA Contract No.: IT-1540I
IBM Corporation

COST: \$1,058,498.05

☒ **BUDGETED**

☐ **NON-BUDGETED**

BACKGROUND:

This project consists of the purchase of IBM Maximo Application Suite (MAS) SaaS AWS Implementation and Subscription Services for three (3) years. Maximo is JAXPORT's Asset Management System and is used by a variety of functional areas to support day-to-day port operations.

Currently, JAXPORT is using Maximo version 7.6.1.3, and this version's end of life is set for September 30, 2025. The next version is MAS, and IBM offers a Software as a Solution (SaaS).

Implementations Services: \$ 433,978.00

Three (3) Year Subscription: \$ 624,520.05 (Subscription break-down is \$188,546.55 YR1, \$212,670.00 YR2, \$223,303.50 YR3)

Total \$1,058,498.05

Benefits of moving to MAS SaaS solution:

1. Less Infrastructure Requirements
2. Faster Deployment – IBM resources will install and configure three instances of MAS in the cloud (DEV, TEST, and PRODUCTION)
3. Continuous Upgrades and Patches - IBM will be responsible for completing MAS updates, freeing up internal resources from doing the task
4. Greater Availability – IBM will provide a service level agreement and guarantees a high level of availability for Maximo.
5. Gaining Support Without Losing Control – The MAS SaaS solution will provide support for the data center, network and storage, servers, virtualization, operating systems, databases, and applications. This will free up internal IT to focus on the things that matter, like the data and making improvements to the functionality of Maximo.

This is a piggyback off the State of Florida contract: Computer Equipment, Peripherals and Services #IBM FL DMS 43211500-SCA-15-ACS effective through September 15, 2026.

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 expense for FY 25 and will be funded with 100% JPA funds.

FINANCIAL:

Available Budget: \$ 440,000

Proposed Expense: \$ 433,978 (3 Year Subscription will be paid with FY operating funds)

Remaining Balance: \$ 6,022

RECOMMENDATION:

Management recommends that the Board of Directors approve the issuance of a contract to IBM Corporation for Maximo Application Suite (MAS) SaaS AWS Implementation and Subscription Services in the amount of \$1,058,498.05.

AC-2024-10-05

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: IBM's proposal dated 10/04/2024

ORIGINATED BY:

Bradley Burch
Bradley Burch (Oct 22, 2024 16:44 EDT)
Bradley Burch, Director, Technology

SUBMITTED FOR APPROVAL

Retta Rogers
Retta Rogers (Oct 23, 2024 08:57 EDT)
Retta Rogers, Director, Procurement Services

AWARDS COMMITTEE ACTION

APPROVED

APPROVED/REJECTED/DEFERRED

CONDITIONS OF APPROVAL (IF ANY):

Sandra Platt
Sandra Platt (Oct 23, 2024 09:00 EDT)
Sandra Platt, Secretary to Awards Committee

Robert Peek
Robert Peek (Oct 23, 2024 09:23 EDT)
Robert Peek, Chair to Awards Committee

CHIEF EXECUTIVE OFFICER ACTION

APPROVED

APPROVED/REJECTED/DEFERRED

CONDITIONS OF APPROVAL (IF ANY):

Eric B. Green
Eric B. Green (Oct 23, 2024 10:03 EDT)
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

C.P.O.# 5190



Jacksonville Port Authority

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

Remit to: accounts.payable@jaxport.com

CAPITAL PURCHASE ORDER

VENDOR: IBM #9997564 **CONTRACT NO:** IT-1540I

ADDRESS: PO Box 643600 **REQUESTING DEPT:** IT Department

Pittsburgh, PA 15264-3600 **JAXPORT TELEPHONE:** (904)357-3092

Timothy D Mende **JAXPORT CONTACT:** Kathy Seabrook

TELEPHONE/FAX: (972)906-4462 **G/L ACCT. #:** 193.5840/003.2042.193-D

DESCRIPTION

Purchase of IBM Maximo Application Suite (MAS) SaaS AWS Implementation and Subscription. (See IBM's Quotation 19947500 dated 10/04/2024 attached). Terms and Conditions are in Accordance with State of Florida IMB FL DMS 43230000-NASPO-16-ACS contract effective through September 30, 2026.

DESCRIPTION	TOTAL COST
Implementation Services	\$ 433,978.00
Three (3) Year Subscription FY2025, FY2026 & FY2027	\$ 624,520.05
TOTAL MAS SaaS Application Suite & Subscription:	\$ 1,058,498.05

COO APPROVAL:

James G. Bennett, PE
James G. Bennett, PE (Oct 23, 2024 08:33 EDT)

AUTHORIZED COST: \$ 1,058,498.05

REQUESTED BY:

Bradley Burch
Bradley Burch (Oct 22, 2024 16:44 EDT)

ENGINEERING APPROVAL:

James Jones
James Jones (Oct 24, 2024 08:34 EDT)

PROCUREMENT APPROVAL:

Retta Rogers
Retta Rogers (Oct 23, 2024 08:57 EDT)

CHIEF EXECUTIVE OFFICER:

Eric B. Green
Eric B. Green (Oct 23, 2024 10:03 EDT)

FINANCE-original

VENDOR-copy

ISSUING DIVISION-copy

ENGINEERING-copy

1 of 1

CONCURRENCE _____
Fed/State

International Business Machines Corporation
IBM Corporation, 1 Alhambra Plaza, Coral Gables, FL 331341



IBM Quotation

Attn: Kathy Seabrook
Jacksonville Port Authority
2831 Tallyrand Ave
JACKSONVILLE FL 32206-3417

IBM Site Number: 7928552
IBM Customer Number: 4690725

Dear Kathy Seabrook

Thank you for being an IBM Client. We are delighted to provide this quote for IBM MAS SaaS AWS offering.

The quote is based on a 36 month term with annual payments and 5% annual increase during the term. The quote includes the following ramps.

Ramp 0	Month 1	413 AppPoints (40 UserPts)	2 Instances Manage & Health, DB Replica
Ramp 1	Month 2	470 AppPoints (99 UserPts)	2 Instances Manage & Health, DB Replica
Ramp 2	Month 3-36	818 AppPoints (375 UserPts)	3 Instances Manage & Health, DB Replica

The annual SaaS payment schedule is \$188,546.55 (Year 1), \$212,670.00 (Year 2), \$223,303.50 (Year 3) under the terms of the **IBM FL DMS 43230000-NASPO-16-ACS** contract.

The one-time charge of \$36,666.00 IBM Export Lab MAS SaaS Migration Part D0NCJZX government by **IBM FL DMS 43211500-WSCA-15-ACS**.

This quotation is valid from 27-Sep-2024 and will expire on 20-Dec-2024. Order will be placed upon receipt of an authorized PO.

If you have any questions, please feel free to contact me via phone or email.

Sincerely,

Larry White
(470) 349-9032
whitela@us.ibm.com

International Business Machines Corporation
IBM Business Machines Corporation, 1 Alhambra Plaza, Coral Gables, FL 331341



IBM Quotation

Quotation Information

Number: 19947500
Effective Date: 04-Oct-2024
Expiration Date: 20-Dec-2024

Customer Information

Attn: Kathy Seabrook
Jacksonville Port Authority
2831 Tallyrand Ave
JACKSONVILLE FL 32206-3417

Sales Representative

IBM Contact: LARRY WHITE
Phone Number: 1-470-349-9032
E-mail Address: whitela@us.ibm.com

IBM Site Number: 7928552
IBM Customer Number: 4690725

IBM FL DMS 43230000-NASPO-16-ACS
IBM FL DMS 43211500-WSCA-15-AC

Summary

Current Transaction:	
As a Service	661,186.05
Total	661,186.05 USD

Current Transaction

As a Service 661,186.05 USD

IBM Expert Labs Migrate to MAS SaaS Resource Unit Remotely Del Svc

IBM Expert Labs Migrate to MAS SaaS Resource Unit Remotely Delivered Service

Part#: D0NCJZX Unit Price: 339.50 Per Use
Billing: Upfront

Line Item	Quantity	Line Item Price
1	108	36,666.00

IBM Maximo Application Suite as a Service SLA

IBM Maximo Application Suite as a Service SLA

Subscription Part#: D0A50ZX Subscription Length: 36 Months
Billing: Upfront Price Change within Subscription: Increase 5.000 % every 12 Months
Unit Price: Tiered Renewal Type: Expires at end of Subscription

Line Item	Quantity	Month	Subscription Rate	Line Item Price
2	1	1-36	0.00	0.00
Subtotal				0.00 USD

International Business Machines Corporation

IBM Business Machines Corporation, 1 Alhambra Plaza, Coral Gables, FL 331341

**IBM Maximo Application Suite as a Service AppPoint Subscription per Month (Including Ramp Period)**Subscription Part#: **D0A51ZX**Overage Part#: **D0A52ZX**Billing: **Annual**Unit Price: **Tiered**Subscription Length: **36 Months**Price Change within Subscription: **Increase 5.000 % every 12 Months**Renewal Type: **Expires at end of Subscription**

Line Item	Quantity	Month	Subscription Rate	Line Item Price	Overage Rate
3	413	1-1	103,332.60	8,611.05	37.50
4	470	2-2	117,594.00	9,799.50	37.50
5	816	3-14	204,163.20	204,163.20	37.50
6	816	15-26	214,371.36	214,371.36	39.38
7	816	27-36	225,089.93	187,574.94	41.34
Subtotal				624,520.05 USD	

Notes*Applicable tax will be recalculated at the time of order processing.*

IBM acceptance of the order is subject to credit approval.

Upon placing your order, please supply a Purchase Order or, if not PO driven, a signed Firm Order Letter. The Purchase Order value must cover the Total Commit Value of the transaction.

International Business Machines Corporation

IBM Business Machines Corporation, 1 Alhambra Plaza, Coral Gables, FL 331341



IBM Terms and Conditions

IBM International Passport Advantage Express Agreement

The quote or order to which this document relates is governed by the terms of the Passport Advantage Express Agreement and its associated attachment(s).

IBM Terms for IBM Cloud Offerings

The referenced Cloud Services are governed by the terms of the IBM International Passport Advantage Express Agreement, its associated attachment(s), and the referenced Transaction Documents. Your order and use of the Cloud Services are your acceptance of the prices and terms referenced in this document, except to the extent superseded by a written amendment or agreement signed by both of us.

Final coverage dates for offerings listed are provided in your Proof of Entitlement.

Transaction Documents

IBM Terms of Use - General Terms for IBM Cloud Offerings at:

<http://www.ibm.com/terms/?id=i126-5948>

Service Description(s) for ordered Cloud Services:

IBM EXPERT LABS MIGRATE TO MAS SAAS

<https://www.ibm.com/support/customer/csol/terms/?id=i126-9799>

IBM MAXIMO APPLICATION SUITE AS A SERVICE FOR OTHER PUBLIC CLOUDS (LIMITED AVAILABILITY)

<https://www.ibm.com/support/customer/csol/terms/?id=i126-9424>

Billing and Provisioning

At time of acceptance of this quote either by Purchase Order or Firm Order Letter, IBM will begin billing for the SaaS Subscription(s) as indicated above. When IBM is ready to provision the SaaS Subscription(s) in the quote IBM will use information provided by the Client, as well as default technical data to configure the clients SaaS Subscription for access. IBM will notify the Client with details on the provisioning on the date in which the Client can access the SaaS and the term for the SaaS will begin on the date indicated. If provisioning information needs to be updated please refer to the IBM Software as a Service (SaaS) Support Handbook.

Please work with your IBM Sales Representative or your IBM Business Partner to complete the provisioning data at or prior to time of order.

Unless specifically agreed herein or in another signed agreement in writing between you and IBM, the licenses for the Programs and S&S acquired under this Quote / Agreement may not be used to settle or resolve any software license non-compliance by you that occurred prior to the Start Date of this Agreement. Further, unless otherwise agreed to by the parties in writing, the licenses for the Programs and S&S acquired under this Quote / Agreement may not be used as authorization to deploy the Programs prior to the date of your order against this Quote / Agreement. For more information about eligibility and reporting requirements for sub-capacity licensing, please visit <https://www.ibm.com/software/pa/ssportadvantage/subcaplicensing.html> and for more information about eligibility and reporting requirements for container licensing, please visit: <https://www.ibm.com/software/pa/ssportadvantage/containerlicenses.html>.

If you have any trouble with the link provided, please copy and paste the appropriate URL in your browser's navigation bar.

Useful/Important Web resources:

Passport Advantage information, customer secure site access, training, etc.: www.ibm.com/software/passportadvantage

IBM's International Program License Agreement and product License Information documents: www.ibm.com/software/sla

IBM Software Support Web site: <https://www.ibm.com/software/support/handbook.html>

IBM Customer Number: 4690725

Board of Directors Meeting - R2024-10-01 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
T 2 0 2 1 - 0 6	C-1780	TMT Berth 5 Pile Jacket Repairs	Michaels Construction Inc.	TMT Berth 5 Pile Jacket Repairs	\$1,319,732	\$104,412	\$1,424,144	\$0	\$1,424,144		Michaels Corp. started mobilizing but had to pause to to recent storms. Planning to finish mobilization and repairs during November.
						Last CO #01 04/08/24					
	MC-1611A	Pile Cap & Beam Rehab TMT	Underwater Mechanix, Inc	Facilities Wide Underwater Pile Cleaning	\$877,182	\$0	\$877,182	\$167,931	\$709,251	\$0	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	\$162,208	\$49,825	\$0	JACOBS has completed their design. Waiting for Michaels to start repairs to schedule site inspections.
						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	\$28,028	\$118,926	\$0	JACOBS performed their first inspection. Jacobs is currently preparing inspection reports and starting repair design based on their first inspection. Jacobs still waiting on UMX to complete cleaning of additional piles (up to 60%) to perform next inspection.
T 2 0 2 1 - 0 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	\$31,161	\$21,279	\$0	C&ES will continue inspection of underdeck concrete repairs (Phase 4 at TMT Berth 4 - 8) once SR&B resume works, potentially May 2024.
	C-1588A		Southern Road & Bridge LLC	Rehabilitate Underdeck Concrete Phase 4	\$2,143,244	\$915,076	\$3,058,320	\$2,444,867	\$613,453	\$0	Southern Road & Bridge LLC has continued under deck repairs, around vessel schedule.
						Last CO #04 03/25/24					
B 2 0 2	AE-1772	Container Terminal Upgrades - SSA	AECOM Technical Services	Program Management & Inspection Svcs for C-1772 SSA Container Yard Improvements	\$3,215,597	\$250,070	\$3,465,667	\$2,331,676	\$1,133,991	\$0	AECOM has continued providing program management services, including field inspection, and managing the contractors work and progress.
						Last CO #01 05/10/22					

Board of Directors Meeting - R2024-10-01 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
0 - 0 1	C-1772A		CW Matthews Contracting	SSA Jacksonville Container Terminal Phase 8	\$16,246,000	\$0	\$16,246,000	\$7,454,355	\$8,791,645	\$72,756	CW Matthews (Baker) has started and is currently working on Phase 8A North (pavement demolition, sub-base, base construction, stormwater structures).
	C-1772		Superior Construction Company Southeast, LLC	SSA JCT Container Yard Improvements	\$48,876,120	\$5,417,721	\$54,293,841	\$49,717,438	\$4,576,403	\$0	Substantial Completion for Phase 5C expected to be issued in October 25, 2024. NTP issued Phase 7C. Superior Construction continues works: civil, pavement, storm structures, and electrical works are ongoing.
						Last CO #17 08/20/24					
4 B 2 0 2 2 - 1 1	AE-1830	Auto Processing Facility Development - SET	JE Dunn Construction	Terminal Development for SET - CM at Risk	\$700,000	\$126,923,477	\$127,623,477	\$57,553,511	\$70,069,966	\$0	The bid package for the rail head package is currently being advertised. Accessory building - Structural steel and metal decking installation is ongoing for the Accessory Building. Overhead mechanical, electrical, plumbing works are ongoing for the Ops building as well as tilt panel walls getting ready for erection. Forms and reinforcement installation, and floor slab being prepared for concrete placement for the Body shop. Foundations and CMU works are ongoing for the Security and Trucking buildings. Site work is ongoing. This project is projected to be completed Summer of 2025.
						Last CO #16 08/27/24					
5 B 2 0 2 0 - 0 2	AE-1790A	Breasting Dolphins - Berth 22	Taylor Engineering, Inc.	Engineering Services During Construction	\$342,748		\$342,748	\$245,306	\$97,442	\$0	Taylor Engineering continues to provide Services During Construction for the Berth 22 new dolphins project.
	C-1790R		TIC - The Industrial Company	Breasting Dolphins Berth 22 Dolphin Additions	\$5,119,395		\$5,119,395	\$2,408,382	\$2,711,013	\$0	Form, reinforcement and concrete is ongoing for the breasting dolphin. Concrete for catwalk/pile cap/bent is completed, expected completion during December. Under deck and pile repairs are ongoing.
6 C 2 0 2 4 - 0 4	AE-1915	Purchase of (2) - (3) New Cranes	Taylor Engineering, Inc.	Engineering and Support Services for the purchase of new STS container cranes.	\$112,501	\$611,804	\$724,305	\$166,383	\$557,922	\$0	Taylor Engineering has been providing Technical support to JAXPORT's Equipment and E&C teams, for the purchase of new STS cranes.
						Last CO #02 03/25/24					
	EQ-1915		Libherr USA Co.	Purchase of 2 (3) STS Diesel-Electric Container Handling Cranes	\$30,525,548		\$30,525,548	\$18,757,154	\$11,768,394	\$18,874,828	Libherr has been awarded as the vendor to provide two new STS cranes, with expected delivery during the second half of 2025.
				Grand Totals	\$117,130,813		\$253,999,291	\$152,732,481	\$101,266,809	\$18,947,584	

Financial Highlights: September 2024

REVENUES

September's Operating Revenue at \$5.421 million is ahead of plan by approximately \$305 thousand for the month. Following the strength seen in August, Container revenues were behind budget by approximately \$372 thousand due primarily to the hurricane and labor demonstration that occurred during the last week of the year causing the diversion of four ships. The weakness in this area was more than offset by strength in Other Operating Revenue (LNG bunkering vessel testing), Dry Bulk, and Cruise.

Investment income, at \$364 thousand for the month, was ahead of budget and continues the trend of strength we've seen in this area as short-term rates have remained elevated. After recent fed cuts, our current sweep vehicle for cash carries an interest rate of approximately 4.75%.

For the full fiscal year to date, Operating Revenues are favorable to plan by \$6.248 million and Non-Operating Revenues are favorable by \$2.666 million for a total positive revenue variance of \$8.914 million.

EXPENSES

Operating Expenses came in above budget for the month, with a negative variance of \$181 thousand. Our largest negative contributor was Berth Maintenance Dredging, at \$236 thousand over budget for the month. While still over budget, the dredge expense line item has shown slight improvement in recent months ending the year. We will be watching this item closely into the new fiscal year as our new contractual rates take effect and considering that post-storm sedimentation trends are historically challenging. As a note, we will be preparing and filing FEMA claims for dredge impact from the storms as is our standard practice. All other costs were materially controlled for the month.

For the fiscal year through September, we reflect a negative variance in Operating Expense of \$2.394 million (largely due to berth maintenance dredge costs) and a favorable variance in Non-Operating Expense of \$1.631 million, for a net unfavorable variance of \$763 thousand. Unaudited year-end figures show that this negative variance was more than offset by a positive variance in pay-go spending such that no further council appropriation is necessary for the fiscal year.

BOTTOM LINE

Considering the positive variances in Operating and Non-Operating revenues, as well as Non-Operating expenses, along with the negative variance in Operating Expenses for the month, Income Before Depreciation at \$1.445 million represents a \$542K positive variance for the month. For the full fiscal year-to-date, Income Before Depreciation finished positively positioned at \$8.151 million favorable to plan, giving the port flexibility to address challenges now and into the new fiscal year.

BALANCE SHEET

We continue to report a stable balance sheet. Cash and Cash Equivalents ended the month and fiscal year at \$22.721 million (unaudited). This is an increase from \$21.608 million to close last fiscal year, and keeps us near targeted levels desired by the ratings agencies for our category. The Balance Sheet shows \$18.757 of Crane Grants Receivables at month end. Immediately following the close of this reporting period, the state reimbursed us for this amount. In turn, we applied those reimbursements to the line of credit that was used as an interim financing tool for crane progress payments. As such, the Line of credit balance reported at \$23.912 million will be reduced to approximately \$5.155 million for the October report.

CONCERNS: We have no immediate concerns at this time.

VITAL STATISTICS

SEPTEMBER FY2024 - Cargo Performance

CARGO INDICATORS

	VARIANCE					YEAR-TO- DATE			VARIANCE	
	Actual	Budget	Prior	Budget	Prior	Actual	Budget	Prior	Budget	Prior
Vessel Calls	126	130	133	-3%	-5%	1,569	1,560	1,566	1%	0%
Total Tons	775,483	825,465	873,105	-6%	-11%	10,488,408	9,905,584	10,470,025	6%	0%
Total Revenue	\$5,420,891	\$5,116,165	\$5,359,755	6%	1%	\$69,310,344	\$63,062,790	\$65,046,105	10%	7%

OPERATING REVENUE / STATISTICS

	VARIANCE					YEAR-TO- DATE			VARIANCE	
	Actual	Budget	Prior	Budget	Prior	Actual	Budget	Prior	Budget	Prior
Container Revenue	\$2,262,422	\$2,634,491	\$2,400,904	-14%	-6%	\$30,770,942	\$31,711,095	\$29,209,184	-3%	5%
Container TEU's	105,313	113,643	114,747	-7%	-8%	1,340,412	1,363,713	1,313,487	-2%	2%
ICTF Rail Lifts	1,794	1,500	1,360	20%	32%	18,150	18,000	19,946	1%	-9%
Auto Revenue	\$1,192,360	\$1,129,550	\$1,306,635	6%	-9%	\$15,015,528	\$13,554,677	\$14,555,261	11%	3%
Auto Units	40,544	40,814	44,840	-1%	-10%	509,091	489,763	505,665	4%	1%
Military Revenue	\$153,043	\$58,337	\$161,824	162%	-5%	\$1,815,815	\$700,000	\$1,399,073	159%	30%
Breakbulk Revenue	\$327,863	\$439,980	\$323,293	-25%	1%	\$4,769,500	\$5,279,826	\$5,001,623	-10%	-5%
Breakbulk Tons	65,416	79,429	79,781	-18%	-18%	807,714	953,153	883,385	-15%	-9%
Liquid Bulk Revenue	\$120,819	\$103,052	\$106,086	17%	14%	\$1,369,652	\$1,264,494	\$1,418,808	8%	-3%
Liquid Bulk Tons	30,161	33,766	23,845	-11%	26%	342,693	405,190	379,473	-15%	-10%
Dry Bulk Revenue	\$365,238	\$178,231	\$178,987	105%	104%	\$2,895,270	\$2,138,794	\$2,614,214	35%	11%
Dry Bulk Tons	93,076	97,293	114,797	-4%	-19%	1,607,171	1,167,520	1,608,669	38%	0%
Cruise Revenue	\$469,524	\$314,903	\$448,379	49%	5%	\$7,258,130	\$5,322,401	\$6,501,016	36%	12%
Cruise Passengers	15,601	11,000	14,544	42%	7%	206,720	169,400	190,872	22%	8%
Total Cargo Revenue	\$4,891,269	\$4,858,544	\$4,926,106	1%	-1%	\$63,894,837	\$59,971,287	\$60,699,179	7%	5%
Other Revenue	\$529,622	\$257,621	\$433,649	106%	22%	\$5,415,507	\$3,091,503	\$4,346,926	75%	25%

Jacksonville Port Authority
Comparative Income Statement (Unaudited)
For the 12 months ending 09/30/2024

	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	2,262,422	2,634,491	(372,069)	2,400,904	30,770,942	31,711,095	(940,153)	29,209,184
AUTOS	1,192,360	1,129,550	62,810	1,306,635	15,015,528	13,554,677	1,460,851	14,555,261
MILITARY	153,043	58,337	94,706	161,824	1,815,815	700,000	1,115,815	1,399,073
BREAK BULK	327,863	439,980	(112,117)	323,293	4,769,500	5,279,826	(510,326)	5,001,623
LIQUID BULK	120,819	103,052	17,767	106,086	1,369,652	1,264,494	105,158	1,418,808
DRY BULK	365,238	178,231	187,007	178,987	2,895,270	2,138,794	756,476	2,614,214
CRUISE	469,524	314,903	154,621	448,379	7,258,130	5,322,401	1,935,729	6,501,016
OTHER OPERATING REVENUE	529,622	257,621	272,001	433,649	5,415,507	3,091,503	2,324,004	4,346,926
TOTAL OPERATING REVENUES	5,420,891	5,116,165	304,726	5,359,755	69,310,344	63,062,790	6,247,554	65,046,105
OPERATING EXPENSES								
SALARIES & BENEFITS	1,846,348	1,910,431	(64,083)	1,925,960	23,331,766	23,722,204	(390,438)	21,139,014
SERVICES & SUPPLIES	552,350	570,469	(18,119)	478,361	6,068,870	6,846,178	(777,308)	5,798,923
SECURITY SERVICES	519,891	475,893	43,998	431,458	5,780,723	5,710,980	69,743	5,019,684
BUSINESS TRAVEL AND TRAINING	49,884	56,915	(7,031)	41,827	554,189	683,211	(129,022)	415,944
PROMO,ADV,DUES & MEMBERSHIPS	51,243	64,496	(13,253)	20,791	590,020	774,293	(184,273)	550,419
UTILITY SERVICES	88,126	69,233	18,893	73,048	831,300	830,730	570	786,871
REPAIRS & MAINTENANCE	181,037	212,694	(31,657)	187,813	2,575,486	2,552,735	22,751	2,521,238
CRANE MAINTENANCE PASS THRU	(79,480)	(82,500)	3,020	(87,047)	(1,241,705)	(990,000)	(251,705)	(927,579)
BERTH MAINTENANCE DREDGING	694,432	458,346	236,086	398,405	9,513,976	5,500,141	4,013,835	5,729,980
MISCELLANEOUS	27,375	14,710	12,665	13,649	196,480	176,608	19,872	168,246
TOTAL OPERATING EXPENSES	3,931,205	3,750,687	180,518	3,484,264	48,201,104	45,807,080	2,394,024	41,202,741
OPERATING INC BEFORE DS AND DEPR	1,489,686	1,365,478	124,208	1,875,491	21,109,240	17,255,710	3,853,530	23,843,364
NON OPERATING INCOME								
INVESTMENT INCOME	363,776	108,034	255,742	450,412	4,030,586	1,296,397	2,734,189	3,004,857
SHARED REVENUE FROM CITY	906,126	838,031	68,095	840,118	10,044,377	10,056,438	(12,061)	10,108,365
OPERATING GRANTS - SECURITY	-	6,120	(6,120)	9,279	17,745	73,440	(55,695)	33,845
TOTAL NON OPERATING ITEMS	1,269,902	952,185	317,717	1,299,808	14,092,708	11,426,275	2,666,433	13,147,067
NON OPERATING EXPENSE								
DEBT SERVICE	1,314,020	1,413,567	(99,547)	1,159,083	15,323,475	16,962,796	(1,639,321)	13,963,047
CRANE RELOCATION	-	-	-	-	-	-	-	800,900
OTHER NON OP EXPENSE	340	432	(92)	(52)	13,865	5,140	8,725	11,552
TOTAL NON OPERATING EXPENSE	1,314,360	1,413,999	(99,639)	1,159,031	15,337,340	16,967,936	(1,630,596)	14,775,499
INCOME BEFORE DEPRECIATION	1,445,227	903,664	541,564	2,016,269	19,864,609	11,714,049	8,150,560	22,214,932

Jacksonville Port Authority
Balance Sheet (in thousands)
At September 30, 2024

	<u>September 30, 2024</u>	<u>August 31, 2024</u>	<u>September 30, 2023</u>
Current Assets			
Cash & cash equivalents	22,721	23,431	21,608
Restricted cash & cash equivalents	9,218	8,010	8,762
Accounts receivable, net	6,659	7,439	7,694
Notes and other receivables	67	59	179
Grants receivable	4,377	6,390	9,104
Grants receivable - Cranes	18,757	18,757	
Inventories and other assets	2,557	2,619	2,278
Total Current Assets	64,356	66,705	49,625
Noncurrent Assets			
Restricted cash & cash equivalents	17,298	17,236	16,586
Restricted Cash for Cap Projects	53,287	60,634	60,282
Deferred outflow of resources	8,698	8,729	9,064
Capital Assets, net	924,040	914,165	830,649
Total Noncurrent Assets	1,003,323	1,000,764	916,581
Total Assets	1,067,679	1,067,469	966,206
Current liabilities			
Accounts payable	1,697	1,879	2,729
Construction accounts payable	10,046	10,510	10,030
Accrued expenses	1,305	1,458	808
Accrued interest payable	2,538	1,880	2,563
Retainage payable	4,450	4,450	2,218
Bonds and Notes Payable	8,668	8,668	8,668
Total Current Liabilities	28,704	28,845	27,016
Noncurrent liabilities			
Unearned Revenue	14,592	14,592	14,592
Accrued Expenses	2,389	2,471	2,387
Line of credit	23,912	24,912	2,920
Bonds and notes payable	188,354	188,369	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	255,376	256,473	243,238
Total Liabilities	284,080	285,318	270,254
Net Position	783,599	782,151	695,952



COMMERCIAL HIGHLIGHTS

OCTOBER 2024

COMMERCIAL HIGHLIGHTS

**80%
Annual
Revenue**

- **Container Cargo**
- **Breakbulk/Bulk Cargo**
- **Vehicle Cargo**

Project Cargoes



COMMERCIAL HIGHLIGHTS

Container Cargoes

- **FY 2024**
 - **2nd highest FY TEUs (1.34 million)**
 - Sept/Oct 2024: Two storms, one strike
- **FY 2025**
 - **Prepping for Alliances' changes**



NEW SERVICE AT JAXPORT (2025)



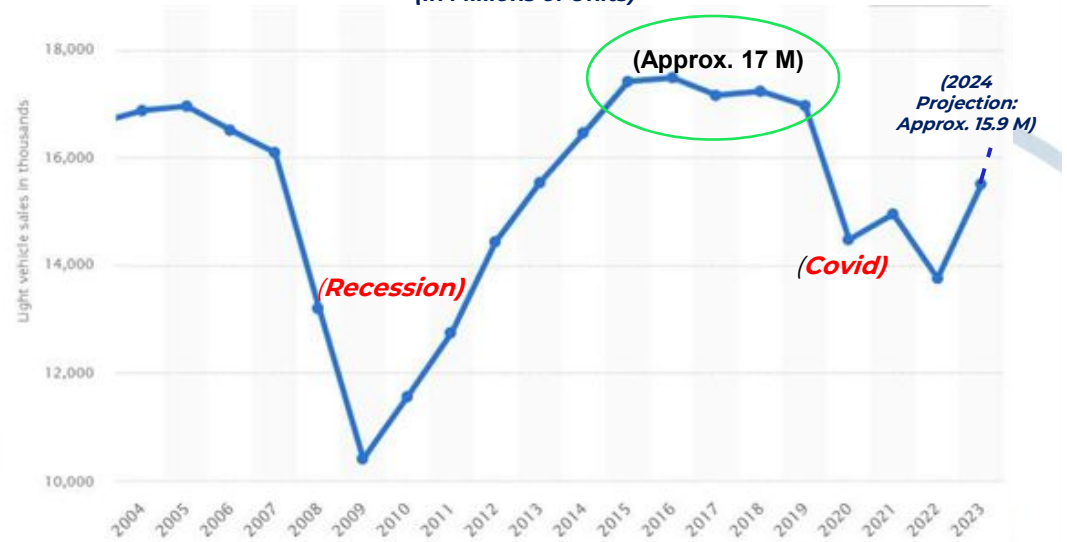
COMMERCIAL HIGHLIGHTS

Vehicle Cargoes

- **FY 2025:**
 - Industry: slow pandemic recovery
 - JAXPORT: RoRo construction
- **Breakbulk & Bulk Cargoes**
- Finnish paper strike started CY 24
- Bulk shipments support FDOT
- Strong long-term growth potential

U.S. Vehicle Sales

(In Millions of Units)



(Source: Statista.com)



HEAVY LIFT/PROJECT CARGOES



NEW BUSINESS EXAMPLES

NEW BUSINESS	CARGO TYPE	NOTES
GLOBAL IMPEX	Container	1,000+ TEUs/year exports of recycled metals to South Asia
PROJECT WIZARD	Container	1,200+ TEUs/year imports of solar panels from South Asia
ELECTRICAL TRANSFORMERS	Breakbulk/Project	Imported industrial transformers for Central Florida project
GRANITE	Bulk	7,800+ tons of imported granite





Safety Report

October 2024

I. JAXPORT Employee Safety

a. Reportable Incidents

Since the September Safety Report, JAXPORT has experienced no additional reportable incidents, the total for CY24 remains at 5 reportable incidents per the OSHA Form 300.

b. Training

We continue our monthly safety training series. In October, we covered preventing back injuries—ways to sit and lift.

II. JAXPORT Terminal Safety

a. Year-To-Date

For CY24, there have been 90 security violations (305 points). Most of the violations are related to parking in undesignated/prohibited parking areas and speeding. There have been 8 Level I (failure to maintain TWIC Escort) violations. 69 of the 90 violations occurred at Blount Island – 76%.

<u>Type</u>	<u>Number</u>
Level 1	36
Level 2	15
Level 3	7
Level 4	32

b. September 2024 Statistics

From September 2 thru October 4, there have been 14 new security violations. There were 8 violations at Talleyrand and 6 violations at Blount Island. Of the 14 violations, 7 were related to speeding and parking



PROCEDURES AND GUIDELINES

STATEMENT OF EMERGENCY
REQUEST FOR EMERGENCY PROCUREMENT

Date: 09/10/24 Date / Time Emergency Occurred: _____ Cost Center: 177-5850-700

General description of item/services required: Gantry gearbox rebuild

Suggested Sources: Norfolk Bearing & Supply Co.

What is maximum time available to obtain item/services? 5 to 6 weeks before we start Hanjung R

Justification for Emergency Purchase: _____

This gearbox repair needs to be completed to meet our 3 crane commitment to Tote.

This gearbox is complex with many small pieces, we don't want to lose any in transit.

Vendors contacted for quotes: Norfolk Bearing & Supply Co.

What action can be taken to prevent this emergency in the future? This is a mechanical issue

Requested by: Jaime Corona Department Manager Approval: Brandon Blanton
Jaime Corona (Sep 11, 2024 07:49 EDT) brandon blanton (Sep 11, 2024 08:28 EDT)

Next Level Director: James Bennett James G. Bennett, PE
James G. Bennett, PE (Sep 11, 2024 12:18 EDT)

Purchase Order Number: 30061 Amount: \$ 27,410.00

Vendor Number: 15363 Vendor Name: Norfolk Bearing & Supply Co.

Corrective action taken to prevent future emergencies: This crane is model year 1985, there

Approved by: Retta Rogers Date: Sep 11, 2024
Retta Rogers (Sep 11, 2024 12:38 EDT)
Director of Procurement Services

Approved by: Eric B. Green Date: Sep 11, 2024
Eric B. Green (Sep 11, 2024 13:30 EDT)
Chief Executive Officer

ALL EMERGENCY PURCHASES WILL BE APPROVED IN ACCORDANCE WITH FORMAL -INFORMAL BID
THRESHOLDS ESTABLISHED ON SECTION 3-106 (13) OF SOP 1215

**NORFOLK BEARINGS & SUPPLY CO., INC.**

3512 E. Princess Anne Road

Norfolk, VA 23502

Phone: (757) 853-3691

Fax: (757) 855-5861

Email: norsales@norfolkbearings.com Web: www.norfolkbearings.com

QUOTE

Page 1

Quote Date	Expires	Authorization	Salesperson	Cust #	Terms
9/10/24	10/10/24	CHRIS GRIFFITH	MONIQUE HAYNES	100032	NET 30 DAYS
Quote #	P.O. Number	Quoted By	Ship Via	Ppd/Col	Shipped From
01/132082		MONIQUE HAYNES	BESTWAY	PPA	NORFOLK

CHRISTOPHER GRIFFITH

Sold To **JACKSONVILLE PORT AUTHORITY**
P.O. BOX 3005
ATTN: A/P
JACKSONVILLE FL 32206-0005

Ship To **JACKSONVILLE PORT AUTHORITY**
ATTN: BRANDON BLANTON
EQUIPMENT MAINTENANCE
5945 WILLIAM MILLS ST
JACKSONVILLE FL 32206

Phone/Fax **904-357-3208 /**

Quantity	Stock #	Description	Unit Price	UM	Extended Price
1	2408045-PLANETARY...	PLANETARY GEARBOX EXPEDITE REPAIR -Receive, disassemble, clean, provide inspection report -Replace all bearings & seals -Sandblast housing -Replace (1) input planetary spur gear -Replace (1) input internal sun gear -Replace (2) housing pins -Reuse all remaining internal elements -Reuse external bevel gear (hand dress) -Assemble; set endplay & backlash to AGMA spec -Conduct 90-min no load spin test -Tag endplay & backlash -Deliver to customer DELIVERY: 3-4 WEEKS ARO/EST.	27410.0000	EA	27,410.00

Standard Terms and Conditions of Sale available at: www.norfolkbearings.com

FREIGHT TERMS: SHIPPING POINT UNLESS OTHERWISE SPECIFIED	SubTotal	27,410.00
	Freight	
	Sales Tax	0.00
	Quote Total	27,410.00

QUOTE VALID FOR 30 DAYS.
 ALL PRICING IS IN USD.



**CERTIFICATION
FOR**

SINGLE SOURCE, NONCOMPETITIVE PURCHASES

Purchase Order Number: 30061 Vendor Name: Norfolk Bearing Supply co., inc.
 Amount of P.O.: \$27,410 Vendor Location: Norfolk, Va

1. BRIEF DESCRIPTION OF GOODS/SERVICES

Gearbox has been sent out for assessment and quote, and its an emergency repair as the 2253 (IHI) needs to be fully operational for roll backs of hanjungs. C

2. SINGLE SOURCE JUSTIFICATION

A. The specific make, brand and model is the only item or service which will properly fulfill the intended need for the following reason:

☐

Original equipment manufacturer and/or the only distributor.

B. Goods or services might be available from other sources, but competitive prices cannot be obtained

☐

because: (SELECT AS APPLICABLE)

☐

Equipment is covered under a manufacturer warranty and vendor is the only local authorized

☐

warranty service representative.

☐

Compatibility of part(s) is of primary consideration; use of other parts could reduce effectiveness or damage equipment.

☐

Other items could be used, but would require replacement of existing parts or stocking of multiple

☒

parts which is not cost effective.

☐

Vendor has proprietary rights or has already completed part of work, etc.; using a new vendor

☐

would result in duplicate charges for the same work.

There is a charge to obtain price estimates or a charge to reassemble without repair

Additional Comments:

The undersigned certifies that the specific make, brand, model, service or model specified on the above Purchase Order is obtainable only from the source listed above. The undersigned also attests in writing that they are independent of, and have no conflict of interest in, the entities evaluated and selected.

REQUESTED BY: JAIME CORONA TITLE: ASSISTANT MANAGER DATE: 09/10/24

APPROVED BY: brandon blanton DATE: _____
 (Department Manager)



Purchase Order

PO#: 30061

P.O. Box 3005
 Jacksonville, Florida 32206
 (904) 357-3058

IHI GANTRY GEARBOX

Status: Approved
Buyer: Jaime Corona
Date Ordered: 9/10/24
PO Type: STD
Revision #: 0

Mail Invoice To:

Finance Department
 Jacksonville Port Authority
 PO Box 3005
 Jacksonville, FL 32206
 accounts.payable@jaxport.com
Payment Terms: NET 30

Vendor:

Vendor ID: 15363
 NORFOLK BEARINGS & SUPPLY CO., INC.
 PO Box 12825
 Norfolk, VA 23541
Attention:
Phone:
Fax:

Ship To:

Jacksonville Port Authority
 BMT
 5945 William Mills Street
 Jacksonville, FL 32226
Attention: Jaime Corona

PO Memo: Emergency Purchase

Line	Qty	Part Number	Item	Description	GL Account	Unit Cost	Line Cost
1	1			GANTRY GEAR BOX REPAIRS	177-5850-700	27,410.00	27,410.00
Total PO Cost:							27,410.00

Authorized By: Eric Green

Date: 9/11/2024

IMPORTANT: ONLY ORIGINAL ITEMIZED INVOICES BEARING OUR PURCHASE ORDER NUMBER WILL BE APPROVED FOR PAYMENT.



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

AWARDS COMMITTEE ZOOM MEETING MINUTES

October 22, 2024

2:00PM

Awards Committee Members Attending

Mr. Robert Peek, Chair
Mrs. Chelsea Kavanagh, Co-Chair
Mrs. Beth McCague
Mr. Patrick "Joey" Greive

Mr. Bradley Burch
Mrs. Retta Rogers
Ms. Sandra Platt, Recording Secretary

Other Attendees

Michael McCoy
James Bennett
Michael Johnson
David Bruzos
Joshua Luckham
Christopher Good
Stephen Burdian

Tripper Jones
Amy Stewart-Wright
Jose Vazquez
Jerrie Gunder
Aaron Jones
Brandon Blanton
Kim Johnson

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

Item No. 1

AC2024-10-01

Construction Engineering Inspection Services for New JFRD Fire Station 48 at BIMT

JPA Project No.: B2024.01

JPA Contract No.: AE-1935B

VIA Consulting Services, Inc.

\$ 537,878.06

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

Item No. 2

AC2024-10-02

Construction Management & Inspection Services for JPA

JPA Contract No.: AE-178A

C&ES Consultants, Inc.

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

Item No. 3

AC2024-10-03

BIMT Berth 20 Wharf Expansion

JPA Project No.: B2022.10

JPA Contract No.: C-1814

RUSH Marine, LLC

\$ 51,220,050.50

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

Item No. 4

AC2024-10-04

Services During Construction for BIMT Berth 20 Wharf Expansion

JPA Project No.:

JPA Contract No.: AE-1814 CO#2

Taylor Engineering, Inc.

\$1,868,014.30

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

Item No. 5

AC2024-10-05

IBM Maximo Application Suite (MAS) SaaS AWS Implementation and Subscription

JPA Project G/L: 193.5840/003.2042.193-D

JPA Contract No.: IT-1540I

IBM Corporation

\$1,058,498.05

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

Item No. 6

AC2024-10-06

Purchase of Cybersecurity Software

JPA Project G/L No.: 003.2042.193-25E

JPA Contract No.: IT-1998 (Single Source)

Darktrace

\$ 104,891.00

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

Item No. 7

AC2024-10-07

Purchase of Four (4) Thinkmate Servers

JPA Project G/L No.: 003.2042.193-251

JPA Contract No.: MC-1999

Thinkmate

\$ 82,272.14

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

Item No. 8

AC2024-10-08

Purchase of Factory Talk "Rockwell" Crane Automation Software

JPA Project G/L No.: 003.2042.193-M

JPA Contract No.: IT-1980A (Single Source)

Englewood Electrical

\$ 53,596.03

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

Item No. 9

AC2024-10-09

Purchase of One (1) New 2025 Vehicle for JAXPORT

JPA Project G/L No.: 003.2042.177

JPA Contract No.: VEH-1939E

Bozard Lincoln Ford

\$ 56,520.00

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

Item No. 10

AC2024-10-10

Relocate and Upgrade Four (4) Truck Scales at DPMT

JPA Project No.: D2024.08

JPA Contract No.: MC-2002 (Single Source)

Mettler-Toledo

\$ 294,234.00

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

Item No. 11

AC2024-10-11

ZPMC Cranes 10776, 10777 & 10778 Inspection Services

JPA Project No.: 177.5629

JPA Contract No.: AE-2003

C&ES Consultants, Inc.

\$ 128,463.00

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

Item No. 12

AC2024-10-12

Installation and Upgrades of Rail Crossings at BIMT

JPA Project No.: B2025.04

JPA Contract No.: MC-2001/2001A/2001B

RailWorks Signals & Communications, Inc.

\$ 181,994.60

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

The meeting was adjourned at 2:50 PM.

Items 1 – 5 requires Board Approval