

# Board of Directors Meeting

June 27, 2022 09:00 AM



## Agenda Topic

## Presenter

### Agenda

- |      |   |                      |
|------|---|----------------------|
| I.   | Pledge of Allegiance/Moment of Silence  | Daniel Bean          |
| II.  | <a href="#">Approval of Minutes - Board of Directors Meeting - April 25, 2022</a> | Chair Wendy Hamilton |
| III. | Public Comments   |                      |
| IV.  | Presentations   |                      |

### Milestones:

Horace Cathey, Public Safety Compliance Officer - 10 years - Presented by Eric Green  
 Ken Page, Manager, Terminal Operations - 10 years - Presented by James Bennett

- |      |   |   |
|------|---|---|
| V.   | <p><b>New Business</b></p> <p><a href="#">AC2022-06-01 Design Services for T-Berth Modifications to Berth 20 - BIMT</a><br/>Taylor Engineering, Inc.</p> <p><a href="#">AC2022-06-02 Cathodic Protection Systems Berths 16 &amp; 17 - DPMT</a><br/>Coastal Gunite Construction Company</p> <p><a href="#">AC2022-06-03 Terminal Development for SET Phase 1 Building Demolition - BIMT</a><br/>Realco Recycling Co., Inc.</p> <p><a href="#">AC2022-06-04 Purchase of Four (4) Pre-Assembled Festoon Systems (Hanjung Crane)</a><br/>Conductix Wampfler</p> <p><a href="#">AC2022-06-05 Purchase of Six (6) Caterpillar 3516B Diesel Generator Sets (Used)</a><br/>Power System Services</p> <p><a href="#">BD2022-06-01 Proposed Operating &amp; Capital Budget for FY2023</a></p> <p><a href="#">BD2022-06-02 Memorandum of Agreement with JEA</a></p> <p><a href="#">BD2022-06-03 Trailer Bridge Renewal of Lease on Blount Island</a></p> | <p>James Bennett</p> <p>James Bennett</p> <p>James Bennett</p> <p>James Bennett</p> <p>James Bennett</p> <p>Beth McCague</p> <p>Nick Primrose</p> <p>Linda Williams</p> |
| VI.  | CEO Update  | Eric Green  |
| VII. | Reports   |   |
|      | <a href="#">R2022-06-01 Engineering and Construction Update</a>   | James Bennett   |

R2022-06-02 Financial Highlights by Beth McCague

Info Only

R2022-06-03 Financials/Vital Statistics

Mike McClung

R2022-06-04 Commercial Highlights

Robert Peek

VIII. Other Business

Chair Wendy  
Hamilton

Approval of Travel

Approval of Travel - Chairwoman 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 August 2022.

IX. Miscellaneous

A. Awards Committee Meeting Minutes - June 22 2022

B. Emergency Purchases - None

C. Unbudgeted Transactions - None

X. Adjourn

Chair Wendy  
Hamilton



## **Minutes for Board of Directors Meeting**

04/25/2022 | 09:00 AM - 09:47 AM - Eastern Time (US and Canada)

2831 Talleyrand Avenue, Jacksonville, FL 32206

### **Board Members Attending:**

Ms. Wendy Hamilton, Chairwoman  
Mr. Palmer Clarkson, Vice Chairman  
Mr. Daniel Bean, Treasurer  
Mr. Brad Talbert, Secretary  
Mr. Jamie Shelton, Member  
Mr. Ed Fleming, Member  
Mr. Ceree Harden, Member

### **Other Attendees:**

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

## **Agenda**

A meeting of the Jacksonville Port Authority Board of Directors was held on Monday, April 25, 2022 at the Port Central Office Building, 2831 Talleyrand Avenue, Jacksonville, Florida. Chairwoman Wendy Hamilton called the meeting to order at 9:00 a.m. and welcomed all attendees. Board Member Palmer Clarkson led the audience in the Pledge of Allegiance and a moment of silence. Chairwoman Hamilton also acknowledged and welcomed special guests from Toyota.

### **Approval of Minutes - Board of Directors Meeting - March 28, 2022**

Chairwoman Hamilton called for approval of the March 28, 2022 Board of Directors Meeting Minutes. After a motion by Mr. Bean and a second by Mr. Clarkson, the Board unanimously approved the minutes as submitted.

## **Public Comments**

Chairwoman Hamilton called for comments from the public. There were no public comments.

## **New Business**

### **AC2022-03-28-09          Milling & Asphalt Maintenance & Repair Services Escalation Pars Construction Services, LLC**

Mr. James Bennett presented this submission for Board approval of Amendment No. 2 (unit price escalation) to Pars Construction, LLC for milling and asphalt maintenance and repair services.

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

Chairwoman Hamilton asked CEO Eric Green to introduce the next two submissions.

Mr. Green stated that JAXPORT has been working with one of its longest standing tenants, Southeast Toyota Distributors, as they explored alternative sites to their current Talleyrand location where they have grown into the largest independent distributor of Toyota vehicles in the world. Mr. Green then introduced special guests from Southeast Toyota, Group Vice President Casey Gunnell, and Vice President of Capacity and Operational Systems Sharon Ruiz. He also recognized Union representatives Charles Spencer, George Spencer from ILA Local 1408, and Danny Teague from ILA Local1593.

Mr. Green stated that he was pleased to announce that Southeast Toyota and JAXPORT have reached an agreement on a \$210 million-dollar public/private partnership to grow their operations at JAXPORT. Southeast Toyota's Jacksonville operations supports 800 area jobs, and Mr. Green is pleased to announce that a Florida headquarter company of this stature continues to grow their business in Jacksonville. He stated that with assistance of the Florida Department of Transportation, he is asking the Board to first consider a grant from FDOT for terminal development as part of Toyota's relocation from the current Talleyrand location to Blount Island. Southeast Toyota will provide the matching capital to modernize 88 acres at Blount Island with new facilities, including two new state-of-the-art buildings for auto processing and employee work areas, as well as the addition of new on-site rail connections and truck loading areas.

Mr. Green then asked James Bennett to present the submission for Board approval of the FDOT Public Transportation Grant Agreement.

**BD2022-04-01      Public Transportation Grant Agreement - Blount Island Upland Improvements (facility & rail improvements)**

Mr. James Bennett presented this submission for Board approval and acceptance of the Florida Department of Transportation (FDOT) Public Transportation Grant Agreement (PTGA) for JAXPORT's Blount Island Upland Improvements initiative for construction of new Auto Facilities and Two New Rail Spurs at Blount Island.

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

Mr. Green then continued with his introduction of the next submission by thanking FDOT and Secretary Perdue for their support of JAXPORT's growth and the jobs and economic impact it supports for the people of Florida. He then stated that Mr. Nick Primrose will be presenting the new lease agreement for Southeast Toyota and that Nick will show how this is another transformational project. He stated that this new lease agreement provides for a construction period and extends the port's partnership for up to an additional 40 years. It also allows Southeast Toyota to consolidate its port operations onto a single property increasing processing efficiencies.

Mr. Green then asked Mr. Nick Primrose to present the submission for Board approval of the Southeast Toyota Facilities Lease Agreement.

**BD2022-04-02      Southeast Toyota Facilities Lease Agreement**

Mr. Nick Primrose presented this submission for Board approval of a new Operating and Lease Agreement between the Jacksonville Port Authority (JAXPORT) and Southeast Toyota Distributors (SET) and authorizing the CEO, or his designee, to execute the Operating and Lease Agreement between JAXPORT and SET. This new lease agreement will allow SET to terminate its current lease agreement at Talleyrand and enter into a new long-term lease agreement for an expanded leasehold (approximately 86 acres) at Blount Island Marine Terminal.

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

Chairwoman Wendy Hamilton thanked Southeast Toyota for attending the Board meeting and also thanked them for continuing to grow their business in Jacksonville. She stated that this public/private partnership will help expand JAXPORT's vehicle handling capabilities and support local jobs for generations to come.

## **CEO Update**

As part of Mr. Green's CEO update, he invited Mr. Casey Gunnell of Toyota to say a few words.

Mr. Gunnell stated that this is an exciting day for Southeast Toyota. He stated that Toyota's distributorship started here in Jacksonville 54 years ago and that not too long after that, Toyota started to occupy the Talleyrand facility. Toyota has 800 associates here in Jacksonville and it's exciting for the company to be able to provide a new facility for them in an environment where they can have additional efficiencies and, from a Toyota standpoint, be able to process vehicles well into the future. Mr. Gunnell stated it's exciting to work with a partner like Toyota since a lot of their production is overseas which affords them the ability here in Jacksonville to process these vehicles. He stated that on behalf of Southeast Toyota, they appreciate the partnership with JAXPORT, and he looks forward to many more years to come.

Mr. Green continued his report by stating that he and Fred Wong will be traveling to Miami to attend the SeaTrade conference. He stated that it is the largest cruise conference in the world so obviously they will be talking to cruise partners and future potential partners.

He stated that the port's deepening project is very near to completion and that we will be having a celebration on May 23 in lieu of the regularly scheduled board meeting.

Mr. Green informed the Board members that we will have a very heavy agenda for the June board meeting along with the possibility of another major deal, possibly even two, as the port works through the negotiations of these two deals over the next 30 to 45 days.

Chairwoman Hamilton then asked everyone to stand by and join the Board after the meeting for a signing ceremony to commemorate the JAXPORT/Southeast Toyota agreement.

## **Reports**

### **R2022-04-01 Engineering and Construction Update**

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

### **R2022-04-02 Financial Highlights by Beth McCague**

Ms. Beth McCague provided Financial Highlights to the Board in their books for the month of March 2022.

### **R2022-04-03 Financials/Vital Statistics**

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

### **R2022-04-04 Commercial Highlights**

Mr. Robert Peek provided updated commercial highlights to the Board for the month of April 2022.

### **Other Business**

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

Board Member Jamie Shelton stated that he felt somewhat compelled to say a few words considering the dust storm he created at the last meeting about the raising of the power lines. He just wanted to thank JEA CEO Jay Stowe, who during this process over the last 30 days, has publicly committed to raising the lines. Obviously, there was no commitment on how to pay for the lines, but the lines of communication are open between that agency and ours and he knows that Eric is having conversations.

Mr. Shelton thanked the USACE for stepping up as well in the process and also thanked JEA Board Chairman John Baker for his support and his comments during JEA's meeting last week. Mr. Shelton just wanted to make sure that his comments were noted for the record and that he appreciates JEA's willingness to step up and make that public commitment.

There were no emergency purchases or unbudgeted transactions.

### **Adjourn**

There being no further business of the Board, the meeting adjourned at 9:47 a.m. and Chairwoman Hamilton invited everyone to attend the signing ceremony between Southeast Toyota and JAXPORT.

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

AC-2022-06-01  
Reference No.

\_\_\_\_\_  
File

06/22/2022  
Date

**SUBJECT: Design Services for T-Berth Modifications to Berth 20 - BIMT**  
**JPA Project No.: B2022.10                      JPA Contract No.: AE-1814**  
**Taylor Engineering, Inc.**

**COST: \$1,262,279.50                       BUDGETED                       NON-BUDGETED**

**BACKGROUND:**

On Thursday, February 3, 2022, in accordance with requirements of the Consultants’ Competitive Negotiations Act (CCNA), Procurement Services solicited a Request for Qualifications (RFQ) AE-1814 Design Services for T-Berth Modifications to Berth 20 at BIMT. Through this contract, the most qualified Consultant Firm will provide all labor, materials, and expertise to produce a complete design package for modifications to Berth 20, which adds 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.

On Wednesday, March 2, 2022, Procurement Services received three (3) conforming Statements of Qualifications (SOQ) from the following firms: Jacobs Engineering Group, Inc., Taylor Engineering, Inc., and HDR Engineering Inc.

The Statements of Qualifications were evaluated and ranked by the Evaluation Committee in this order: 1) Taylor Engineering, Inc., 2) HDR Engineering, Inc., and 3) Jacobs Engineering Group, Inc. Upon final review and evaluation of Statements of Qualifications and oral presentations conducted by the three firms, the Evaluation Committee which consisted of: Jose Vazquez, Project Manager; Cliff Baker, Director, Engineering & Construction Support; and Steve Kapustka, Manager, Planning, ranked the firms in the following order: 1) Taylor Engineering, Inc., 2) HDR Engineering, Inc., and 3) Jacobs Engineering Group, 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 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 \$1,262,278.50.

At the conclusion of negotiations, it is the consensus of the Engineering and Construction Department to recommend award of a contract to Taylor Engineering, 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 cap-ex strategy

This is a budgeted capital item for FY 22, and will be funded with 75% FDOT funds and 25% JPA funds.

**FINANCIAL:**

Available Budget:	\$1,265,000
Proposed Expense:	<u>\$1,262,279</u>
Remaining Balance:	\$ 2,721

**RECOMMENDATION:**

Management recommends that the Board of Directors approve the award of a contract to Taylor Engineering, Inc., for Design Services for T-Berth Modifications to Berth 20 – BIMT in the amount of \$1,262,278.50.



AC-2022-06-01

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

Attachments: Taylor Engineering, Inc's negotiated rate matrix.

**ORIGINATED BY:**

**SUBMITTED FOR APPROVAL**

  
James G. Bennett, PE (Jun 22, 2022 14:50 EDT)

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

  
Lisa Gee (Jun 22, 2022 16:27 EDT)

**Lisa Gee, Director, Procurement Services**

**AWARDS COMMITTEE ACTION**

APPROVED

**APPROVED/REJECTED/DEFERRED**

**CONDITIONS OF APPROVAL (IF ANY):**

  
Retta Rogers (Jun 22, 2022 16:29 EDT)

**Retta Rogers, Secretary to Awards Committee**

  
Nicholas Primrose (Jun 22, 2022 16:35 EDT)

**Nick Primrose, Chairman to Awards Committee**

**CHIEF EXECUTIVE OFFICER ACTION**

APPROVED

**APPROVED/REJECTED/DEFERRED**

**CONDITIONS OF APPROVAL (IF ANY):**

  
Eric B. Green (Jun 22, 2022 16:50 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.# 4703



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

**CAPITAL PURCHASE ORDER**

**VENDOR:** Taylor Engineering #15074 **CONTRACT NO:** AE-1814  
**ADDRESS:** 10199 Southside Blvd., Ste 310 **REQUESTING DEPT:** Engineering  
Jacksonville, FL 32256 **JAXPORT TELEPHONE:** (904)357-3090  
Jonathan Armbruster **JAXPORT CONTACT:** Cliff Baker  
**TELEPHONE/FAX:** (904)710-4309 **G/L ACCT. #:** 003.2050.AE-1814.B2022.10

**DESCRIPTION**

Provide Engineering Design Services for T-Berth Modifications to Berth 20 at Blount Island Marine Terminal (See Taylor's detailed negotiated proposal attached). Terms and Conditions are in accordance with contract AE-1742.

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

**Engineering Services**

Task 1 – Project Meeting & Coordination .....	\$ 85,473.00
Task 2 – Site Data Collection.....	\$ 130,474.50
Task 3 – Engineering Design.....	\$ 619,811.50
Task 4 –Permitting.....	\$ 86,990.00
Task 5 – Design & Construction Documents.....	\$ 304,817.50
Optional Task.....	\$ 34,712.00

**TOTAL TASK 1 – 5 & Optional Task ..... \$ 1,262,278.50**

**CAC APPROVAL:** Nicholas Primrose  
Nicholas Primrose (Jun 22, 2022 16:35 EDT)

**AUTHORIZED COST: \$ 1,262,278.50**

**REQUESTED BY:** Cliff Baker  
Cliff Baker (Jun 22, 2022 14:01 EDT)

**ENGINEERING APPROVAL:** James G. Bennett, PE  
James G. Bennett, PE (Jun 22, 2022 14:50 EDT)

**PROCUREMENT APPROVAL:** Lisa Gee  
Lisa Gee (Jun 22, 2022 16:27 EDT)

**CHIEF EXECUTIVE OFFICER:** Eric B. Green  
Eric B. Green (Jun 22, 2022 16:50 EDT)

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**AE-1814: DESIGN SERVICES FOR T-BERTH MODIFICATION TO BERTH 20**  
**SCOPE OF WORK**

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**INTRODUCTION**

To support the growing import and export operations at Blount Island Marine Terminal (BIMT), JAXPORT plans to expand and improve the mooring and berthing capabilities of Berth 20 to simultaneously accommodate two 750-foot LOA RO/RO vessels. The primary objectives under this scope of work will include evaluating the existing pier and associated fendering and mooring appurtenances to identify and design for any necessary upgrades or repairs, expanding the pier to convert the existing single-berth “L”-pier into a double-berth “T”-pier, locating and designing additional mooring and breasting infrastructure, expanding the dredge footprint and sovereign submerged lands authorizations, and securing permits from the Florida Department of Environmental Protection (FDEP) and US Army Corps of Engineers (USACE). JAXPORT has requested that Taylor Engineering’s (Taylor) scope of work include Project Meetings and Coordination, Site Data Collection, Engineering Design, Permitting, and Design and Construction Documents. Upon completion of this design and permitting effort and at JAXPORT’s request, Taylor will provide a future scope of work for construction phase engineering support.

**ASSUMPTIONS/EXCLUSIONS**

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

- Because the existing pier routinely received 750-foot Ro/Ro vessels, this scope of work does not include engineering design for structural retrofit of the existing pier to withstand larger mooring or berthing forces, except for, if necessary, design for upgraded fenders.
- If the proposed mooring arrangements require significant changes to the mooring loads on the existing structure or if visual site assessments indicate significant structural deterioration or signs of inadequate structural performance, this proposal includes an optional task (See Task 3.4Opt. at the conclusion of task descriptions) to develop a structural model of the existing pier. Taylor will not proceed with this optional work without written approval from JAXPORT. If this optional structural analysis indicates intensive structural retrofits of the existing pier are required, Taylor will provide a proposal for additional design services.
- As part of the RFQ, JAXPORT has provided the as-built construction drawings for Berth 20, which will serve as basis for the design.
- As part of the RFQ, JAXPORT has provide the “ship profile” for the design vessel (M/V Höegh Shanghai). This same vessel has served as the basis for recent Berth 22 expansion project; therefore, Taylor will apply detailed vessel specifications and information as researched and acquired during the Berth 22 project. Taylor will perform berthing, mooring, and structural analyses listed herein for this one (1) design vessel.
- In accordance with the RFQ, the project will not include design for an additional access bridge; JAXPORT expects to use the single existing bridge to provide access to both berths of the proposed expanded “T”-pier. Per JAXPORT operations, the current width of the Berth 20 pier is adequate for center ramp loading operations; the proposed “T” expansion will match the width of the existing structure. This scope of work excludes AutoTurn or similar simulations to evaluate vehicle turning movements.
- The pier expansion will include design for electrical/lighting, ship’s potable water, and fire water utilities with services similar to the existing pier.

- JAXPORT will provide recent hydrant flow test (within the past 6 months from NTP) for two of the closest hydrants on the fire water line.
- The existing water supply provides sufficient water pressures and flow rates for the expansion of the fire protection system and the potable water system.
- The pier extension will accommodate live loads matching that of the existing pier, with the exception that the pier extension will not support rail mounted crane loads that were incorporated as an option in the original design. Taylor will not assess the existing pier for potential structural or operational implications resulting from heavier vertical live loads.
- The new structures will consist primarily of precast-prestressed concrete or cast-in-place concrete members using conventional prestressing strands or mild steel reinforcement and a conventional marine concrete with compressive strengths less than 6500 psi. The use of proprietary or ultra-high strength materials is excluded from this scope of work.
- This scope of work does not include destructive material testing.
- This scope of work excludes a preconstruction pile testing program.
- This scope of work excludes design for stormwater systems; Taylor assume FDEP will NOT require stormwater treatment for the existing or expanded structural footprint. If FDEP requires such stormwater treatment, Taylor will consult with JAXPORT and provide these services through a separate authorization.
- Per JAXPORT direction, the dredging template for Berth 20 will not require deepening beyond the current design depth of -38' MLLW + 2' allowable overdredge.
- JAXPORT has a current maintenance permit to dredge Berth 20, and all maintenance dredged or new dredged material will be offloaded to one of JAXPORT's permit-approved dredged material management area. This scope of work does not include design for dredged material management infrastructure or systems.
- Because all dredged material (whether maintenance or new) will be disposed of at a JAXPORT dredged material management facility, this scope of work excludes sediment chemistry testing of dredged material. If regulatory agencies require sediment chemistry testing, Taylor will provide a proposal for these additional services.
- Taylor assumes that ship speeds in this area do not warrant investigation of mooring loads due to passing ship effects. This scope of work excludes analysis of passing ship effects.
- Because of potential increased navigational challenges associated with maneuvering an additional vessel at the terminus of the channel, this scope of work includes provision for berth planning study and coordination with the St. Johns Bar Pilots Associations and Docking Pilots to assess safe navigation. However, this scope of work excludes navigational simulations.
- This scope of work will require modified Sovereign Submerged Land Lease and Easements (SSLL&E), this scope of work includes a task to submit applications and survey document to the FDEP to request modification of the SSLL&E.
- JAXPORT will be responsible for payment of all required agency permit application fees.
- This scope of work excludes construction phase services; Taylor can provide these services upon request during future phases of work.

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

## BASE TASKS

### **Task 1. Project Meetings and Coordination**

#### Task 1.1 Project Kickoff Meeting

Project success will pivot on comprehensive communication; this communication will commence with the kickoff meeting. Taylor will organize and participate in a virtual (via Microsoft Teams™) kickoff meeting. Taylor's attendees will include the Taylor Project Manager, Project Principal, and key staff. During this meeting, Taylor will present a preliminary sketch to outline the proposed project's basic components. This meeting will confirm the details of the scope of work and review and refine the schedule for deliverable milestones. Taylor will record and distribute meeting minutes for the kickoff meeting.

#### Task 1.2 Status Meetings and Project Management

Taylor will organize and participate in periodic virtual (via Microsoft Teams™) progress meetings. Taylor's attendees will include the Taylor Project Manager and key staff. During these meetings, attendees will discuss project progress, design/permitting issues, milestones, and schedule. Based on the attached project schedule, the project duration is expected to extend no more than 19 months (including permit agency review timelines). Status meeting will be necessary only during activities requiring close coordination (planning, conceptual design, permit application development, etc.) and not typically during detailed engineering or during standby time when waiting for agency review. Therefore, this scope of work includes budget for up to 9 meetings over the 19 month period. This task also includes time for general correspondence and project management over the full project duration.

#### Task 1.3 Design Review Meetings

Following JAXPORT review of major interim milestone deliverables (30%, 60%, 90%), Taylor will participate in design review meetings with the objective of discussing and resolving all comments, concerns, and questions as they relate to design, constructability, and cost. Taylor will record and distribute meeting minutes to ensure documentation of action items and design directives.

### **Task 2. Site Data Collection**

#### Task 2.1 Hydrographic and Topographic Surveys

Taylor will coordinate with teammate Arc Surveying & Mapping, Inc. (Arc) to provide detailed hydrographic and topographic surveying services. Hydrographic survey limits will extend to the northern limits of the existing berth and approximately 1200 ft south of the existing southern pier end. The survey will extend from the center of the federal navigation channel and 200 feet landward of the back edge of the existing pier. Taylor will use the hydrographic survey to create a digital terrain model (DTM) in AutoCAD of the existing bathymetry to assess the need for dredging and determine the estimated volume of dredge material. The survey will also provide mudline elevations for mooring and breasting dolphin pile design.

Topographic survey limits will encompass the topside of the pier, the bridge connection to land, mooring and breasting dolphins, and access walkways and ramps. The survey will identify top-of-deck infrastructure accessories including bollards, cleats, fenders, guardrails, utilities, and other miscellaneous features that may influence the design.

Task 2.2 Geotechnical Investigations

Taylor has partnered with ECS Florida, LLC (ECS) to provide geotechnical investigation services and Moffat & Nichol (M&N) to provide geotechnical engineering consultation for the project. ECS will mobilize its drilling equipment and staff to overwater location by barge. Field sampling will include eight (8) Standard Penetration Test (SPT) borings to determine soil parameters for pile foundation design and characterization of dredged material as tabulated below.

Test Location	Description	Test No. & Type	Test Depth ft below existing ground/mudline
Water Borings	New Breasting and Mooring Dolphins	2 Standard Penetration Test (SPT) Borings	100
	Pier Expansion	4 Standard Penetration Test (SPT) Boring	100
	Dredge Limits	2 SPT Borings	25

Laboratory testing and geotechnical evaluation services will include rock coring and tests, unconfined compressions tests, sieve analysis, Atterberg limits, and other pertinent testing and soil parameters necessary to characterize dredged material and design mooring and breasting dolphin and pier pile foundations. This scope of work does not include sediment chemistry or contaminant testing of dredged material. The final geotechnical report will characterize existing soil strata.

M&N and Taylor will use the investigation results as the basis for evaluation of pile axial and tension capacities, pile lateral load modeling input parameters, and settlement.

**Task 3. Engineering Design**

Task 3.1 Berth Planning Study

Because of potential increased navigational challenges associated with maneuvering an additional vessel at the terminus of the channel, this scope of work includes provision for berth planning study. Taylor and M&N will complete berth planning using harbor design guidelines, such as the Department of Defense Unified Facilities Criteria, and World Association of Waterborne Transport (PIANC) references. During this task, the design team will also consult with the St. Johns Bar Pilots Associations and Docking Pilots in coordination with JAXPORT to validate safe navigation. In addition to supporting regulatory review and approval by FDEP and USACE, this study has the following goals:

- Confirm the basic feasibility for vessel maneuvering
- Assess channel and berth dimensions and define the operational measures for adequate access of vessels.

This scope of work does not include formal navigational simulations. If JAXPORT or the Pilots require or request such simulations, Taylor and M&N can provide a proposal and conduct these simulations under separate authorization.

Task 3.2 Mooring and Berthing Analyses

Taylor will perform berthing and mooring analyses to finalize bollard and dolphin locations, establish lateral load criteria, determine adequacy of existing mooring and fendering infrastructure, and size bollards and fenders. Taylor will determine environmental conditions affecting mooring and berthing operations such as water levels (tide), wind, current velocities, and if required, waves. Additionally, Taylor will work with JAXPORT to collect any pertinent design vessel data and establish limiting operational criteria prior to performing analyses. Taylor will evaluate mooring and breasting arrangement and operational consideration to simultaneously host two vessels at the extended Berth 20 pier. Using OPTIMOOR design software produced by *Tension Technology International*, Taylor will determine mooring loads and required bollard capacity. Taylor will submit berthing and mooring report(s) summarizing the planning consideration, design assumptions, criteria, and methodologies; and presenting the resultant mooring line tensions, bollard loads, berthing energies, lateral fender loads, mooring arrangement, dolphin locations, and recommended bollard and fender makes and models.

Task 3.3 Structural Design of New Mooring and Breasting Infrastructure

Using the results of the bathymetric survey, geotechnical investigation, and berthing and mooring analyses, Taylor will perform preliminary structural modeling and determine the approximate size, location, and type of mooring and breasting infrastructure. Based on the results of the analyses, Taylor will design the appropriate pile arrangements, caps, and appurtenances to be incorporated into the footprint of the pier extension or for separate dolphin structures, whichever is deemed more viable. The 30%-complete plan layout (Task 5.1) will depict the preliminary structural modeling results. The 30%-plan will document dual vessel mooring arrangements to address planning, engineering, and operational considerations; and to arrive at an agreed plan layout for the project.

After receiving comments from JAXPORT on the 30%-complete plan layout, Taylor will perform a detailed structural design of the proposed mooring and breasting infrastructure and associated gangways. Design will include soil-structure lateral load analysis to determine the final pile cluster arrangements, pile and pile cap design, bollard anchorage and detailing, and design of walkways (if necessary).

Taylor will document design criteria and assumptions in a Basis of Design report that will encompass design vessel parameters, operational conditions, load combinations, environmental conditions, geotechnical parameters, material types and strengths, and other miscellaneous design assumptions and loading criteria. Taylor assumes JAXPORT will review the Basis of Design to ensure general conformance with desired vessel operations prior to beginning detailed design. Due to the dynamic nature of the project, the Basis of Design will serve as a “living” document which Taylor will update throughout the course of the project.

Task 3.4 Existing Pier Structural Assessment and Design for Repairs/Upgrades

Prior to expanding the existing facility, Taylor will complete a visual assessment of the existing infrastructure to identify any structural deterioration that may require repair, refurbishment, or upgrade. Taylor Engineering will provide repair drawings for concrete members that can be repaired or refurbished by the application of exterior concrete/grout, coatings, crack injection, or pile jackets to slow corrosion. Repairs that include the replacement or addition of structural members or restoration of member flexural/shear strength is not included in this scope of work.

Since the capacity of a structure is dependent on its current structural condition, Taylor, in coordination with M&N, will provide Level I & Level II topside, below deck, and underwater dive inspections. Level I inspections will

include visual observations of sub- and super-structure elements including but not limited to deck, soffits, piles, pile caps, edge beams, visible utility lines, and mooring and breasting components. In coordination with Taylor, M&N will perform underwater dive inspections to include Level I (visual swim-by) inspection on all submerged elements (approximately 591 piles). M&N will perform Level II cleaning and detailed inspection on 10% of the piles. The site inspections will locate and quantify visible concrete spall repairs and pile jacket lengths. This investigation will aid in the development of construction drawings, bid quantities, cost opinions, and design details for any noted necessary repairs.

Upon completion of inspections, Taylor will submit a brief memorandum summarizing the general condition of main structural elements and highlighting any major defects of concern with recommendations on repair priorities. The purpose of the memorandum is to identify major to severe defects of main structural members that may affect structural integrity or the facility's future use. Therefore, this memorandum will not locate, characterize, or document minor to moderate defects, nor will it include inspection or repair recommendations for minor elements such as handrails, light poles, bull rails, etc.

Taylor will incorporate repair details into the construction drawings and technical specifications to identify the appropriate sequencing of work, material requirements (grout, concrete, anchors, etc.), and supplemental reinforcing criteria. All repair detailing will be in accordance with the American Concrete Institute (ACI) and other industry standard practices and principles.

Based on its knowledge of the existing structures, Taylor expects it may be necessary to replace the existing fenders. This task includes the design for fender upgrades if these are necessary.

This scope of work does not include design for major structural retrofit of the existing pier such as the addition of piles, replacement/additions of beams or piles, or modification to the deck or pile caps. If the proposed mooring arrangements require significant changes to the mooring loads on the existing structure or if visual site assessments indicate significant structural deterioration or signs of inadequate structural performance, this proposal includes an optional task (See Task 3.4Opt. at the conclusion of task descriptions) to develop a structural model of the existing pier. Taylor will not proceed with this optional work without written approval from JAXPORT. If optional structural analysis indicates intensive structural retrofits of the existing pier are required, Taylor will provide a proposal for additional design services.

#### Task 3.5 Design for Pier Extension

Taylor will design a pier extension to convert the current "L" -pier into a "T"-pier. Based on JAXPORT's concept, the extended pier will simultaneously serve two vessels with land access maintained to both vessels by the single existing bridge. Taylor will design the pier expansion—including pile foundation, pile caps, and deck—to match the original pier's live load capacity, with the exception that the pier extension will not support rail mounted crane loads that were incorporated as an option in the original design. The 30%-complete plan layout will include conceptual design for the expanded pier deck. After review and approval, subsequent document deliverables will incorporate plan, section, details, and construction notes for the proposed pier expansion.

#### Task 3.6 Dredging Design

Taylor will review all hydrographic survey, geotechnical, and design vessel data to develop the appropriate dredging footprint to accommodate two vessels at Berth 20. The 30%-complete plan layout will include a conceptual dredge template for JAXPORT review. After review and approval, subsequent document deliverables will incorporate a general plan, section views, and construction notes for the proposed dredging work.



### Task 3.7 Pier Utilities and Appurtenances

#### Lighting

Taylor will coordinate with JAXPORT on desired and/or required lighting at Berth 20. Taylor's JSEB electrical engineering teammate — Eng Engineering, Inc. (Eng)— will perform the appropriate site visits and collect any existing as-builts, schematics, and construction drawings to finalize conduit sizes, junction boxes, and any additional electrical and lighting accessories to incorporate into final design. Specifically, Eng will design power and control for navigational and collision avoidance lights, as well as lighting on the pier extension. This scope of work excludes design for perimeter security.

#### Water

M&N will design ship potable water systems for incorporation into the pier expansion structure. Water services will be similar to those utilities available on the existing pier. This task includes time for mechanical engineers to perform appropriate site visits for evaluation of existing utility infrastructure.

#### Fire Water

M&N will design fire protection systems for incorporation into the pier expansion structure. Fire protection services will be similar to those utilities available on the existing pier. This task includes time for mechanical engineers to perform appropriate site visits for evaluation of existing utility infrastructure.

#### Signage and Appurtenances

Taylor will coordinate with JAXPORT on desired signage that may be required at Berth 20. Taylor will perform the appropriate site visits and collect any existing JAXPORT standards and drawings to finalize signage dimensions, lettering, and language to incorporate into final design. This task also includes design for ancillary topside features on the expanded pier such as guardrails and barrier.

### **Task 4. Permitting**

#### Task 4.1 Data Compilation and Review

JAXPORT will provide Taylor with all available and pertinent project files and data that will assist with the development of permit drawings and the permit application package for submittal to the FDEP and USACE. These data include available permit files, SSSL&E files, CAD or GIS design files, historical structural drawings and dredging data, or other pertinent information. Taylor will review and organize these files to support development of the permit drawings and permit application package.

#### Task 4.2 Permit Drawings

Using information gathered during Task 4.1 and results of the design tasks above, Taylor will develop permit-level design drawings to support the permit applications. Drawings will include a location map depicting all proposed structural improvements and dredging areas, plan and cross section views of improvements, and existing and proposed SSSL&E files. As required by USACE regulatory guidance, Taylor will prepare permit drawings in 8.5 in. x 11 in. format.

Task 4.3 Analysis of Sovereignty Submerged Land Lease and Easement (SSLL&E) and Application for Modifications to SSLL&E

Taylor will review the existing SSLL&E associated with Berth 20 to determine and recommend required amendments to accommodate the expanded berth. Taylor will summarize the results of the analysis through a plan view drawing depicting the existing and proposed structures and the existing and proposed SSLL&E.

Based on required amendments or modifications to the existing SSLL&E, Arc will prepare the necessary survey documents, and Taylor will complete the necessary application forms for submission to the state of Florida to request modification of these instruments. This task budget includes time for coordinating with and responding to questions from FDEP Division of State Lands during their review and processing of the requested modifications.

Task 4.4 Pre-application Meetings

Taylor will coordinate and lead two (one for each agency) virtual pre-application meetings between JAXPORT and FDEP and USACE to update agency stakeholders on the project status, discuss the permit application, and solicit any agency recommendations concerning the content and format of the application materials. Following the meeting, Taylor will prepare meeting minutes for distribution to all meeting attendees.

Task 4.5 Permit Applications

Based on the results of Task 4.1 through Task 4.4, Taylor will develop an FDEP and USACE permit application package including completed forms, permit drawings, SSLL&E survey documents, project narratives, locations of sensitive natural habitats and occurrence of listed species, impact avoidance/minimization measures, and construction methodology and schedule. Following submittal of the draft permit application, JAXPORT will provide comments to Taylor. Taylor will revise the application package based on JAXPORT comments and submit the final application package to the agencies for review.

Task 4.6 Response to Agency Requests for Additional Information and Agency Coordination

Following submittal of the permit application, Taylor anticipates that after review, FDEP and USACE may require some additional information to complete their review. During this task, Taylor will develop responses to the comments or questions arising during the review process. The single most important activity during the permitting process is the establishment and maintenance of a clear line of communications between the applicant and the participating agencies. To that end, Taylor will schedule meetings with key reviewers and actively coordinate with state and federal agencies staff during the application review process. Depending on project details, these agencies may include, but are not limited to, the USACE, FDEP, U.S. Fish and Wildlife Service, National Marine Fisheries Service, and Florida Fish and Wildlife Conservation Commission. This scope of work allocates a budget of approximately \$12,000 to complete this task. If the labor required to address agency comments and coordinate with regulatory staffs significantly exceeds this budget, Taylor will submit an additional scope of work and fee proposal for the additional work. Taylor will provide all draft responses to agency RAIs to JAXPORT for review and comment prior to agency submittal.

## **Task 5. Design and Construction Documents**

Taylor will develop the project construction drawings and specifications to describe and detail the above tasks through the stepwise milestone deliverable process outlined below. Taylor will provide draft documents at each interim submittal milestone. JAXPORT will provide written comments or request clarification regarding the submittal before Taylor proceeds to the next level of design.

### Task 5.1 30%-Complete Plan Layout

This initial submittal will describe project features at a conceptual design level. The drawings will depict key components with appropriate plan placement and dimensioning to describe proposed location of the mooring and breasting infrastructure, pier extension, and any expanded dredging area. Taylor will also develop an initial budgetary opinion of probable construction cost for the project.

### Task 5.2 60% - Complete Construction Documents

This submittal will describe project features at a preliminary design level. The drawings will depict key components with appropriate structural member sizing and dimensioning as well as dredging areas section and plan view. The submittal will also provide a complete outline of technical specifications with some project-specific draft specification text for key project components and construction activities. Taylor will create an itemized engineer's opinion of probable construction cost for the project.

### Task 5.3 90% - Complete Construction Documents

This submittal will describe project features at a near-final design level. The drawings will depict all components with appropriate structural, dredging, and dredged material management details and completed draft specifications for all components or construction activities. This deliverable will incorporate draft bid form. Taylor will develop and submit an updated and refined itemized engineer's opinion of probable construction cost for the project.

### Task 5.4 Final Construction Documents

This submittal will incorporate all client comments as well as Taylor's final QA/QC review. As appropriate, final engineering documents will bear the signature and seal of a Florida licensed professional engineer. Taylor will also submit a final itemized engineer's opinion of probable construction cost for the project. Taylor will transmit bid-ready documents to JAXPORT in digital (native file [Word, AutoCAD, etc.] and PDF formats).

### Task 5.5 Bidding Support

Taylor will provide support during project bidding. Specifically, Taylor will participate in the pre-bid meeting and provide written answers to bidder questions during the bidding period. Upon request, Taylor may also review and provide comments on specific bid submittal components involving technical, engineering, or permitting matters.

**OPTIONAL TASK**

**Task 3.4Opt. Existing Pier Structural Modeling**

If the proposed mooring arrangements require significant changes to the mooring loads on the existing structure or if visual site assessments indicate significant structural deterioration or signs of inadequate structural performance, this task provides the option to develop a structural model of the existing pier. Taylor will not proceed with this optional work without written approval from JAXPORT.

To assess the structural condition/adequacy of the existing pier to serve as a basis upon which to expand the pier for dual-vessel mooring, Taylor will develop a structural model of the existing pier based on the as-built drawings and inspection results. Taylor Engineering will use the structural model to make any necessary recommendations for changes in the mooring arrangement including bollard locations and capacity.

After any necessary refinement of the structural model associated with the inspection and repair finding, Taylor will apply the lateral loads determined in the mooring analysis to assess if any members are overloaded. Should the structural model indicate any members of the existing pier are overstressed, Taylor will attempt to modify the existing mooring arrangement to reduce loads to acceptable levels. Taylor will identify upgraded bollards if existing bollards are determined inadequate. If optional structural analysis indicates intensive structural retrofits of the existing pier (addition of piles, replacement/additions of beams or piles, or modification to the deck or pile caps) are required, Taylor will provide a proposal for additional design services.

**DELIVERABLES**

The table below provides a summary list of all deliverables for this project.

<b>List of Deliverables</b>
<i>Kickoff Meeting Minutes</i>
<i>Design Review (30%, 60%, 90%) Meeting Minutes</i>
<i>Hydrographic &amp; Topographic Surveys</i>
<i>Geotechnical Report</i>
<i>Berth Planning Study</i>
<i>Berthing and Mooring Report(s)</i>
<i>30%-Complete Plan Layout</i>
<i>Basis of Design</i>
<i>Existing Pier Structural Assessment Memorandum</i>
<i>60%-Complete Construction Documents</i>
<i>Analysis of Sovereignty Submerged Land Lease &amp; Easement</i>
<i>Modified Sovereignty Submerged Land Lease &amp; Easement Surveys</i>
<i>Regulatory Pre-application Meeting Minutes</i>
<i>Permit Applications (FDEP and USACE) and Permit Drawings</i>
<i>Response to Agency Request for Additional Information</i>
<i>90%-Complete Construction Documents</i>
<i>Final Construction Documents (bid-ready documents)</i>
<i>OPTIONAL TASK 3.4Opt. – Structural model results incorporated into Existing Pier Structural Assessment Memorandum</i>

### SCHEDULE

Exhibit A provides a Gantt chart schedule for the proposed work. The scheduled dates shown on the attachment assume an expected project start date of July 1, 2022. Taylor will update and maintain the schedule with confirmed dates upon receipt of a notice to proceed from JAXPORT.

Weather conditions, site conditions, scheduling dates for key meetings and participants, and JAXPORT review timelines may require schedule modifications.

Taylor has no control over regulatory agency review timeline or schedules.

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**FEE**

Taylor will complete the work described herein for on a Time and Materials basis with a Cost of \$1,262,278.50 as tabulated and summarized below. Exhibit B provides a detailed breakdown of fees on a task-by-task basis.

Task	Taylor Fee	Sub-contractor Fee <sup>1</sup>	Total Fee
<b>BASE TASKS</b>			
<b>Task 1. Project Meetings and Coordination</b>	See Subtasks Below		
<i>Task 1.1 Project Kickoff Meeting</i>	\$5,250.00	\$2,021.25	\$7,271.25
<i>Task 1.2 Status Meetings and Project Management</i>	\$42,753.00	\$19,635.00	\$62,388.00
<i>Task 1.3 Design Review Meetings</i>	\$9,750.00	\$6,063.75	\$15,813.75
<b>Task 2. Site Data Collection</b>	See Subtasks Below		
<i>Task 2.1 Hydrographic and Topographic Surveys</i>	\$7,648.00	\$12,379.50	\$20,027.50
<i>Task 2.2 Geotechnical Investigation</i>	\$28,442.00	\$82,005.00	\$110,447.00
<b>Task 3. Engineering Design</b>	See Subtasks Below		
<i>Task 3.1 Berth Planning Study</i>	\$14,358.00	\$10,395.00	\$24,753.00
<i>Task 3.2 Mooring and Berthing Analyses</i>	\$45,536.00	-	\$45,536.00
<i>Task 3.3 Structural Design of New Mooring and Breasting Infrastructure</i>	\$83,764.00	\$53,235.00	\$136,999.00
<i>Task 3.4 Existing Pier Structural Assessment and Design for Repairs/Upgrades</i>	\$75,732.00	\$60,165.00	\$135,897.00
<i>Task 3.5 Design for Pier Extension</i>	\$130,372.00	\$53,235.00	\$183,607.00
<i>Task 3.6 Dredging Design</i>	\$16,957.00	-	\$16,957.00
<i>Task 3.7 Pier Utilities and Appurtenances</i>	\$36,740.00	\$39,322.50	\$76,062.50
<b>Task 4. Permitting</b>	See Subtasks Below		
<i>Task 4.1 Data Compilation and Review</i>	\$4,890.00	-	\$4,890.00
<i>Task 4.2 Permit Drawings</i>	\$23,172.00	-	\$23,172.00
<i>Task 4.3 Analysis of Sovereignty Submerged Land Lease and Easement (SLL&amp;E) and Application for Modifications to SLL&amp;E</i>	\$14,460.00	\$2,310.00	\$16,770.00
<i>Task 4.4 Pre-application Meetings</i>	\$8,118.00	-	\$8,118.00
<i>Task 4.5 Permit Applications</i>	\$22,128.00	-	\$22,128.00
<i>Task 4.6 Response to Agency Requests for Additional Information and Agency Coordination</i>	\$11,912.00	-	\$11,912.00
<b>Task 5. Design and Construction Documents</b>	See Subtasks Below		
<i>Task 5.1 30%-Complete Plan Layout</i>	\$46,732.00	\$2,730.00	\$49,462.00
<i>Task 5.2 60% - Complete Construction Documents</i>	\$81,460.00	\$31,972.50	\$113,432.50
<i>Task 5.3 90% - Complete Construction Documents</i>	\$75,052.00	\$6,741.00	\$81,793.00
<i>Task 5.4 Final Construction Documents</i>	\$49,914.00	-	\$49,914.00
<i>Task 5.5 Bidding Support</i>	\$10,216.00	-	\$10,216.00
<b>BASE TASKS TOTALS</b>	\$845,356.00	\$382,210.50	\$1,227,566.50
<b>OPTIONAL TASK</b>			
<i>Task 3.40 Existing Pier Structural Analysis</i>	\$34,712.00	-	\$34,712.00
<b>BASE + OPTIONAL TASKS TOTALS</b>	\$880,068.00	\$382,210.50	\$1,262,278.50

1. Subcontractor fees includes 5% markup. Exhibit C provides copy of subcontractor proposals.

Exhibit A

**Gantt Chart Schedule**

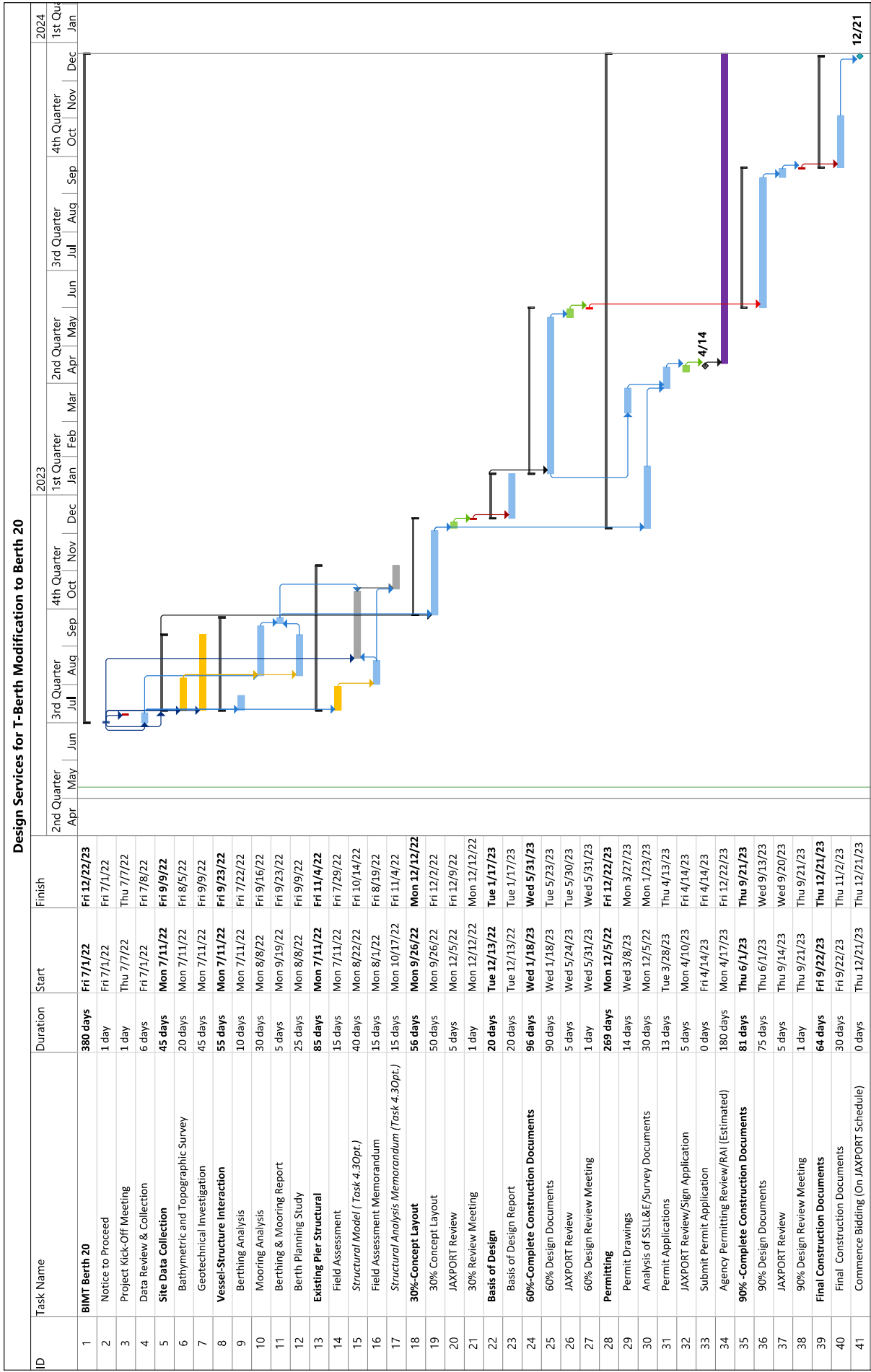




Exhibit B

**Task-by-Task Fee Summary**

**TAYLOR ENGINEERING, INC.**  
**COST SUMMARY BY TASK**  
**P2022-004: AE-1814 DESIGN SERVICES FOR T-BERTH MODIFICATIONS TO BERTH 20**

**TASK 1.1: Project Kickoff Meeting**

<i>Labor</i>	Hours	Cost	Task Totals
Project Principal	2.0	600.00	
Project Manager	7.0	1,778.00	
Sr. Engineer/Design Engineer	4.0	904.00	
Project Engineer/Design Engineer	8.0	1,256.00	
Designer or Technician	4.0	560.00	
Clerical / Secretary	2.0	152.00	
<b>Total Labor Hours</b>	<b>27.0</b>		
<b>Labor Cost</b>			<b>5,250.00</b>
<i>Non-Labor</i>	Units	Cost	
M&N Kickoff Meeting	1.0	2,021.25	
<b>Total Non-Labor Cost</b>			<b>2,021.25</b>
<b>Total Task 1.1</b>			<b>7,271.25</b>

**TASK 1.2: Status Meetings and Project Management**

<i>Labor</i>	Hours	Cost	Task Totals
Project Principal	9.0	2,700.00	
Project Manager	141.0	35,814.00	
Project Engineer/Design Engineer	27.0	4,239.00	
<b>Total Labor Hours</b>	<b>177.0</b>		
<b>Labor Cost</b>			<b>42,753.00</b>
<i>Non-Labor</i>	Units	Cost	
M&N Project Management and Meetings	1.0	19,635.00	
<b>Total Non-Labor Cost</b>			<b>19,635.00</b>
<b>Total Task 1.2</b>			<b>62,388.00</b>

**TASK 1.3: Design Review Meetings**

<i>Labor</i>	Hours	Cost	Task Totals
Project Principal	3.0	900.00	
Project Manager	12.0	3,048.00	
Sr. Engineer/Design Engineer	9.0	2,034.00	
Project Engineer/Design Engineer	24.0	3,768.00	
<b>Total Labor Hours</b>	<b>48.0</b>		
<b>Labor Cost</b>			<b>9,750.00</b>
<i>Non-Labor</i>	Units	Cost	
M&N Design Review Meeting	1.0	6,063.75	
<b>Total Non-Labor Cost</b>			<b>6,063.75</b>
<b>Total Task 1.3</b>			<b>\$ 15,813.75</b>

**P2022-004: AE-1814 DESIGN SERVICES FOR T-BERTH MODIFICATIONS TO BERTH 20**

**TASK 2.1: Hydrographic and Topographic Surveys**

<i>Labor</i>	Hours	Cost	Task Totals
Project Manager	8.0	2,032.00	
Sr. Engineer/Design Engineer	6.0	1,356.00	
Project Engineer/Design Engineer	20.0	3,140.00	
Designer or Technician	8.0	1,120.00	
<b>Total Labor Hours</b>	<b>42.0</b>		
<b>Labor Cost</b>			<b>7,648.00</b>
<i>Non-Labor</i>	Units	Cost	
Arc - Hydro and Topo Survey	1.0	12,379.50	
<b>Total Non-Labor Cost</b>			<b>12,379.50</b>
<b>Total Task 2.1</b>			<b>\$ 20,027.50</b>

**TASK 2.2: Geotechnical Investigations**

<i>Labor</i>	Hours	Cost	Task Totals
Project Principal	2.0	600.00	
Project Manager	36.0	9,144.00	
Sr. Engineer/Design Engineer	32.0	7,232.00	
Project Engineer/Design Engineer	50.0	7,850.00	
Junior Engineer/Design Engineer	32.0	3,616.00	
<b>Total Labor Hours</b>	<b>152.0</b>		
<b>Labor Cost</b>			<b>28,442.00</b>
<i>Non-Labor</i>	Units	Cost	
ECS - Geotechnical Investigations	1.0	71,190.00	
M&N - Geotechnical Engineering	1.0	10,815.00	
<b>Total Non-Labor Cost</b>			<b>82,005.00</b>
<b>Total Task 2.2</b>			<b>\$ 110,447.00</b>

**P2022-004: AE-1814 DESIGN SERVICES FOR T-BERTH MODIFICATIONS TO BERTH 20****TASK 3.1: Berth Planning Study**

<i>Labor</i>	Hours	Cost	Task Totals
Project Principal	7.0	2,100.00	
Project Manager	26.0	6,604.00	
Sr. Engineer/Design Engineer	2.0	452.00	
Project Engineer/Design Engineer	26.0	4,082.00	
Designer or Technician	8.0	1,120.00	
Total Labor Hours	69.0		
Labor Cost			14,358.00
<i>Non-Labor</i>	Units	Cost	
M&N - Navigation Study	1.0	10,395.00	
Total Non-Labor Cost			10,395.00
<i>Total Task 3.1</i>			\$ 24,753.00

**TASK 3.2: Mooring and Berthing Analyses**

<i>Labor</i>	Hours	Cost	Task Totals
Project Principal	2.0	600.00	
Project Manager	40.0	10,160.00	
Sr. Engineer/Design Engineer	60.0	13,560.00	
Project Engineer/Design Engineer	128.0	20,096.00	
Designer or Technician	8.0	1,120.00	
Total Labor Hours	238.0		
Labor Cost			45,536.00
<i>Total Task 3.2</i>			\$ 45,536.00

**TASK 3.3: Structural Design of New Mooring and Breasting Infrastructure**

<i>Labor</i>	Hours	Cost	Task Totals
Project Principal	2.0	600.00	
Project Manager	40.0	10,160.00	
Sr. Engineer/Design Engineer	172.0	38,872.00	
Project Engineer/Design Engineer	196.0	30,772.00	
Designer or Technician	24.0	3,360.00	
Total Labor Hours	434.0		
Labor Cost			83,764.00
<i>Non-Labor</i>	Units	Cost	
M&N Design Development	1.0	53,235.00	
Total Non-Labor Cost			53,235.00
<i>Total Task 3.3</i>			\$ 136,999.00

**P2022-004: AE-1814 DESIGN SERVICES FOR T-BERTH MODIFICATIONS TO BERTH 20****TASK 3.4: Existing Pier Structural Assessment and Design for Repairs/Upgrades**

<i>Labor</i>	Hours	Cost	Task Totals
Project Principal	2.0	600.00	
Project Manager	35.0	8,890.00	
Sr. Engineer/Design Engineer	101.0	22,826.00	
Project Engineer/Design Engineer	248.0	38,936.00	
Designer or Technician	32.0	4,480.00	
<b>Total Labor Hours</b>	<b>418.0</b>		
<b>Labor Cost</b>			<b>75,732.00</b>
<i>Non-Labor</i>	Units	Cost	
M&N - Inspections	1.0	58,065.00	
Eng - Inspections	1.0	2,100.00	
<b>Total Non-Labor Cost</b>			<b>60,165.00</b>
<b>Total Task 3.4</b>			<b>\$ 135,897.00</b>

**TASK 3.5: Design for Pier Extension**

<i>Labor</i>	Hours	Cost	Task Totals
Project Principal	2.0	600.00	
Project Manager	30.0	7,620.00	
Sr. Engineer/Design Engineer	320.0	72,320.00	
Project Engineer/Design Engineer	296.0	46,472.00	
Designer or Technician	24.0	3,360.00	
<b>Total Labor Hours</b>	<b>672.0</b>		
<b>Labor Cost</b>			<b>130,372.00</b>
<i>Non-Labor</i>	Units	Cost	
M&N Design Development	1.0	53,235.00	
<b>Total Non-Labor Cost</b>			<b>53,235.00</b>
<b>Total Task 3.5</b>			<b>\$ 183,607.00</b>

**TASK 3.6: Dredging Design**

<i>Labor</i>	Hours	Cost	Task Totals
Project Principal	1.0	300.00	
Project Environmental Specialist	5.0	895.00	
Project Manager	12.0	3,048.00	
Sr. Engineer/Design Engineer	13.0	2,938.00	
Project Engineer/Design Engineer	48.0	7,536.00	
Designer or Technician	16.0	2,240.00	
<b>Total Labor Hours</b>	<b>95.0</b>		
<b>Labor Cost</b>			<b>16,957.00</b>
<b>Total Task 3.6</b>			<b>\$ 16,957.00</b>

**P2022-004: AE-1814 DESIGN SERVICES FOR T-BERTH MODIFICATIONS TO BERTH 20****TASK 3.7: Pier Utilities and Appurtenances**

<i>Labor</i>	Hours	Cost	Task Totals
Project Principal	2.0	600.00	
Project Manager	26.0	6,604.00	
Sr. Engineer/Design Engineer	60.0	13,560.00	
Project Engineer/Design Engineer	96.0	15,072.00	
Junior Engineer/Design Engineer	8.0	904.00	
<b>Total Labor Hours</b>	<b>192.0</b>		
<b>Labor Cost</b>			<b>36,740.00</b>
<i>Non-Labor</i>	Units	Cost	
Eng - Electrical Engineering	1.0	17,587.50	
M&N - Wet Utilities	1.0	21,735.00	
<b>Total Non-Labor Cost</b>			<b>39,322.50</b>
<b>Total Task 3.7</b>			<b>\$ 76,062.50</b>

**TASK 4.1: Data Compilation and Review**

<i>Labor</i>	Hours	Cost	Task Totals
Project Principal	1.0	300.00	
Project Environmental Specialist	4.0	716.00	
Environmental Specialist	24.0	2,544.00	
Project Manager	4.0	1,016.00	
Project Engineer/Design Engineer	2.0	314.00	
<b>Total Labor Hours</b>	<b>35.0</b>		
<b>Labor Cost</b>			<b>4,890.00</b>
<b>Total Task 4.1</b>			<b>\$ 4,890.00</b>

**TASK 4.2: Permit Drawings**

<i>Labor</i>	Hours	Cost	Task Totals
Senior Environmental Specialist	4.0	892.00	
Project Environmental Specialist	4.0	716.00	
Environmental Specialist	4.0	424.00	
Project Manager	20.0	5,080.00	
Sr. Engineer/Design Engineer	20.0	4,520.00	
Project Engineer/Design Engineer	20.0	3,140.00	
Designer or Technician	60.0	8,400.00	
<b>Total Labor Hours</b>	<b>132.0</b>		
<b>Labor Cost</b>			<b>23,172.00</b>
<b>Total Task 4.2</b>			<b>\$ 23,172.00</b>

**P2022-004: AE-1814 DESIGN SERVICES FOR T-BERTH MODIFICATIONS TO BERTH 20****TASK 4.3: Analysis of Sovereignty Submerged Land Lease and Easement (SSLL&E) and Application for Modifications to SLL&E**

<i>Labor</i>	Hours	Cost	Task Totals
Senior Environmental Specialist	2.0	446.00	
Project Environmental Specialist	10.0	1,790.00	
Environmental Specialist	16.0	1,696.00	
Project Manager	20.0	5,080.00	
Project Engineer/Design Engineer	24.0	3,768.00	
Designer or Technician	12.0	1,680.00	
Total Labor Hours	84.0		
Labor Cost			14,460.00
<i>Non-Labor</i>	Units	Cost	
Arc - SSLL&E Modification	1.0	2,310.00	
Total Non-Labor Cost			2,310.00
<i>Total Task 4.3</i>			\$ 16,770.00

**TASK 4.4: Pre-application Meetings**

<i>Labor</i>	Hours	Cost	Task Totals
Senior Environmental Specialist	2.0	446.00	
Project Environmental Specialist	8.0	1,432.00	
Environmental Specialist	16.0	1,696.00	
Project Manager	8.0	2,032.00	
Project Engineer/Design Engineer	16.0	2,512.00	
Total Labor Hours	50.0		
Labor Cost			8,118.00
<i>Total Task 4.4</i>			\$ 8,118.00

**TASK 4.5: Permit Applications**

<i>Labor</i>	Hours	Cost	Task Totals
Senior Environmental Specialist	8.0	1,784.00	
Project Environmental Specialist	32.0	5,728.00	
Environmental Specialist	64.0	6,784.00	
Project Manager	16.0	4,064.00	
Project Engineer/Design Engineer	24.0	3,768.00	
Total Labor Hours	144.0		
Labor Cost			22,128.00
<i>Total Task 4.5</i>			\$ 22,128.00

**P2022-004: AE-1814 DESIGN SERVICES FOR T-BERTH MODIFICATIONS TO BERTH 20**

**TASK 4.6: Response to Agency Requests for Additional Information and Agency Coordination**

<i>Labor</i>	Hours	Cost	Task Totals
Senior Environmental Specialist	8.0	1,784.00	
Project Environmental Specialist	24.0	4,296.00	
Environmental Specialist	24.0	2,544.00	
Project Manager	8.0	2,032.00	
Project Engineer/Design Engineer	8.0	1,256.00	
<b>Total Labor Hours</b>	<b>72.0</b>		
<b>Labor Cost</b>			<b>11,912.00</b>
<i>Total Task 4.6</i>			<b>\$ 11,912.00</b>

**TASK 5.1: 30%-Complete Plan Layout**

<i>Labor</i>	Hours	Cost	Task Totals
Project Principal	4.0	1,200.00	
Project Manager	32.0	8,128.00	
Sr. Engineer/Design Engineer	32.0	7,232.00	
Project Engineer/Design Engineer	92.0	14,444.00	
Designer or Technician	108.0	15,120.00	
Clerical / Secretary	8.0	608.00	
<b>Total Labor Hours</b>	<b>276.0</b>		
<b>Labor Cost</b>			<b>46,732.00</b>
<i>Non-Labor</i>			
<i>M&amp;N - QA/AC</i>	Units	Cost	
M&N - QA/AC	1.0	2,730.00	
<b>Total Non-Labor Cost</b>			<b>2,730.00</b>
<i>Total Task 5.1</i>			<b>\$ 49,462.00</b>

**TASK 5.2: 60% - Complete Construction Documents**

<i>Labor</i>	Hours	Cost	Task Totals
Project Principal	4.0	1,200.00	
Project Manager	60.0	15,240.00	
Sr. Engineer/Design Engineer	84.0	18,984.00	
Project Engineer/Design Engineer	100.0	15,700.00	
Designer or Technician	208.0	29,120.00	
Clerical / Secretary	16.0	1,216.00	
<b>Total Labor Hours</b>	<b>472.0</b>		
<b>Labor Cost</b>			<b>81,460.00</b>
<i>Non-Labor</i>			
<i>M&amp;N - QA/QC</i>	Units	Cost	
M&N - QA/QC	1.0	19,845.00	
C&ES - Constructability Review	1.0	12,127.50	
<b>Total Non-Labor Cost</b>			<b>31,972.50</b>
<i>Total Task 5.2</i>			<b>\$ 113,432.50</b>



**P2022-004: AE-1814 DESIGN SERVICES FOR T-BERTH MODIFICATIONS TO BERTH 20****TASK 5.3: 90% - Complete Construction Documents**

<i>Labor</i>	Hours	Cost	Task Totals
Project Principal	4.0	1,200.00	
Project Manager	48.0	12,192.00	
Sr. Engineer/Design Engineer	116.0	26,216.00	
Project Engineer/Design Engineer	100.0	15,700.00	
Designer or Technician	128.0	17,920.00	
Clerical / Secretary	24.0	1,824.00	
<b>Total Labor Hours</b>	<b>420.0</b>		
<b>Labor Cost</b>			<b>75,052.00</b>
<i>Non-Labor</i>	Units	Cost	
M&N - QA/QC	1.0	5,355.00	
C&ES - Constructability Review	1.0	1,386.00	
<b>Total Non-Labor Cost</b>			<b>6,741.00</b>
<b>Total Task 5.3</b>			<b>\$ 81,793.00</b>

**TASK 5.4: Final Construction Documents**

<i>Labor</i>	Hours	Cost	Task Totals
Project Principal	4.0	1,200.00	
Project Manager	26.0	6,604.00	
Sr. Engineer/Design Engineer	54.0	12,204.00	
Project Engineer/Design Engineer	90.0	14,130.00	
Designer or Technician	104.0	14,560.00	
Clerical / Secretary	16.0	1,216.00	
<b>Total Labor Hours</b>	<b>294.0</b>		
<b>Labor Cost</b>			<b>49,914.00</b>
<b>Total Task 5.4</b>			<b>\$ 49,914.00</b>

**TASK 5.5: Bidding Support**

<i>Labor</i>	Hours	Cost	Task Totals
Project Principal	1.0	300.00	
Project Manager	16.0	4,064.00	
Sr. Engineer/Design Engineer	12.0	2,712.00	
Project Engineer/Design Engineer	20.0	3,140.00	
<b>Total Labor Hours</b>	<b>49.0</b>		
<b>Labor Cost</b>			<b>10,216.00</b>
<b>Total Task 5.5</b>			<b>\$ 10,216.00</b>

**P2022-004: AE-1814 DESIGN SERVICES FOR T-BERTH MODIFICATIONS TO BERTH 20**

**TASK 3.4Opt.: Existing Pier Structural Modeling**

<i>Labor</i>	Hours	Cost	Task Totals
Project Manager	10.0	2,540.00	
Sr. Engineer/Design Engineer	84.0	18,984.00	
Project Engineer/Design Engineer	84.0	13,188.00	
Total Labor Hours	178.0		
Labor Cost			34,712.00
<i>Total</i>			\$ 34,712.00

**Total \$ 1,262,278.50**

**Exhibit C**

**Subcontractor Proposals**

- 1. Moffat & Nichol**
- 2. Arc Surveying and Mapping**
- 3. ECS Florida**
- 4. Eng Engineering**
- 5. C&ES**



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

April 26, 2022  
Revised April 28, 2022  
Revised May 9, 2022

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

**Subject: JAXPORT T-Berth Modifications to Berth 20  
Engineering and Design Services**

Dear Mr. Armbruster,

Moffatt & Nichol (M&N) is pleased to be a part of the Taylor Engineering, Inc. (Taylor) team and to provide this proposal for the Jacksonville Port Authority (JAXPORT) T-Berth Modifications to Berth 20. We understand that JAXPORT is planning an expansion of the existing L-Pier to a “T” configuration to allow for the berthing of two RoRo vessels. In addition, JAXPORT has requested that the existing pier and access trestle structures be inspected and any deficiencies in function and/or deterioration be corrected. Although not specifically requested by JAXPORT, we have included a vessel navigations study. Our proposal includes a navigation study to inform the design of the berth and dredging.

M&N’s scope of work includes:

- Providing underwater inspection of the existing berth and access trestle, and the fire protection and potable water utilities
- Support and collaboration for the planning and berth layout for the berthing of two RoRo vessels
- Preparation of a desk top navigation study to evaluate the maneuvering of vessels to and from the north berth while a vessel occupies the south berth (new berth)
- Preparation of vertical and lateral pile capacities based on boring information and laboratory testing provided by a Geotechnical consultant
- Providing design services as EOR for deep foundations (prestressed concrete piles) including structural and geotechnical design, fire protection and potable water utilities
- Providing senior engineer QA/QC review of contract documents prior to submittal to the owner including work prepared by M&N and Taylor

**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:



## JAXPORT T-Berth Modifications to Berth 20

April 26, 2022

Revised April 28, 2022

Revised May 9, 2022

- Review of contract documents and coordinate with M&N legal
- Prepare project plan
- Establish and coordinate design teams and QA/QC team
- Prepare monthly invoices
- Coordination with Taylor

Meetings will include:

- Kick-off Meeting (Virtual)
- 30% Design Review Meeting (Virtual)
- 60% Design Review Meeting (Virtual)
- 90% Review Meeting (Virtual)

### Dependencies/Special Requirements:

- Meetings will be hosted by Taylor which will provide meeting venue
- Design Review meetings (30% and 90%) will be virtual via audio/visual teleconference
- Taylor will prepare final meeting minutes with meeting notes provided by M&N

### Deliverables:

- Executed contract documents
- Monthly invoices
- M&N meeting notes
- Response to review comments from Taylor and JAXPORT

### Task 2: Field Investigation

#### Objective:

Provide a design level inspection to obtain condition data of the existing structure and wet utilities for use in preparation of a detailed inspection report and development of repair details for inclusion in the biddable contract documents.

#### Scope:

The underwater inspection will be performed by M&N's ADCI-certified engineer dive team. The 3-person team will include a Dive Supervisor, Engineer-Diver and Dive-Tender. The underwater inspection will be performed in general accordance with the American Society of Civil Engineers Manual of Practice No. 130: Waterfront Facilities Inspections and Investigations (ASCE MOP130).

The underwater inspection of Berth 20 will include a total of 591 piles at the wharf, trestle, catwalks, and mooring dolphins. The wharf is supported by 24-inch square prestressed concrete piles with a maximum dredge depth of approximately -32-ft Mean Low Water.

The underwater inspection will include visual and tactile inspection methods to verify the condition of the concrete piles as outlined below:

- **Level 1 Inspection.** Visual and/or tactile underwater inspection of 100% of concrete piles below water. Concrete piles will be inspected from the mudline to the top of marine growth line, which is

**JAXPORT T-Berth Modifications to Berth 20**

April 26, 2022

Revised April 28, 2022

Revised May 9, 2022

approximately at the mean high-water line. The Level 1 concrete pile inspection will be performed to verify the condition of the piles below water and identify significant structural defects, for example:

- Cracks will be further inspected to measure the crack width, crack length and elevation at the top of the crack.
- Open corrosion spalls will be further inspected to record defect dimensions (length, width, and depth) and elevation at the top of the defect. The quantity of exposed reinforcing bars/strands and estimate of steel section loss will be recorded, as necessary.
- **Level 2 Inspection.** The inspection will consist of the removal of marine growth to evaluate the concrete surface at a minimum of 10% of the structural piles. Significant structural defects will be recorded as necessary.
- **Photos.** Underwater photos will be captured of typical defects.

The underwater inspection data will be tabulated in MS Excel. The inspection data will include:

- Level 2 Inspection Locations and Notes
- Structural defect data (dimensions and locations)
- Recommended pile jacket lengths (based on defect length and severity)

M&N will provide a Quality Control Review of the inspection memorandum authored by Taylor Engineering. The field investigation will include a visual assessment of the existing potable water and fire protection pipe systems. The assessment will include the pipes and pipe supports to identify defects and deterioration that should be repaired as part of the Berth Modifications project.

In addition, during the Field Investigation a one-day site visit will be completed by the Project Management, Senior Structural Engineer and Senior Mechanical Engineer.

**Dependencies/Special Requirements:**

- M&N Divers have TWIC cards and will submit a request for a JAXPORT badge.
- M&N will be provided truck access to the wharf to setup a dive station on the deck.
- M&N will be provided wharf access for five consecutive days to complete the inspection.
- Taylor Engineering will complete the topside and underdeck inspection. Pile defects observed by Taylor Engineering that extend above the mean high-water line will be documented by Taylor Engineering and the pile data will be provided to M&N to verify the crack lengths below the MHW line.

**Deliverables:**

- Underwater Inspection and Wet Utility Data (MS Excel and PDF formats)
- Underwater and Wet Utility Photos (JPG) and Photo Log (MS Excel)
- QC Review Comments for the Inspection Memorandum
- Site visit by Project Manager, Sr. Struct. Eng. and Sr. Mech. Eng. summary memorandum

**Task 3: Berth Planning****Objective**

To provide an evaluation of berthing two vessels concurrently at the modified T-Berth within the space and constraints at Berth 20 to inform the design of the berth and dredging.

## JAXPORT T-Berth Modifications to Berth 20

April 26, 2022

Revised April 28, 2022

Revised May 9, 2022

### Scope:

Desktop Evaluation - M&N will evaluate the initial requirements for the dredged berth pocket using international harbor design guidelines, such as Department of Defense Unified Facilities Criteria and World Association for Waterborne Transport Infrastructure (PIANC). Berth pocket dimensions and maneuvering areas will be defined.

The goals of the desktop evaluation are:

- Confirm the basic feasibility of maneuvering for each alternative
- Assess the proposed channel dimensions and define the operational measures to confirm an adequate access of vessels.

### Dependencies/Special Requirements:

- No simulation or modeling of the maneuverability are included in this scope of work. If coordination with pilots or stakeholders identifies potential navigation challenges, simulation of the may be added for additional scope and fee.
- Meetings are assumed to be web-based or teleconferences
- No travel costs are included

Designs and estimates will be prepared to a feasibility-level of details

### Deliverables:

- Included with Task 4 Concept/Planning (30% Design)

### Task 4: Concept/Planning (30% Design)

#### Objective:

Support Taylor with the preparation of 30% Design level documents to present the general arrangement of the berth expansion, geometry, mooring arrangement for two vessels, mooring dolphins, mooring fixtures, general structural concept, and layout of wet utilities. In addition, M&N will review the preliminary Mooring and Berthing analysis prepared by Taylor and provide comments or recommendations, if needed. M&N will assist with planning and layout of the new berth expansion to accommodate operations, berthing, and mooring of two vessels.

#### Scope:

The scope of work for this task will include:

- Contributions to the berth General Arrangement Plan
- Coordination with the Geotechnical subconsultant for field data collection and laboratory testing
- Preliminary analysis of pile requirements to include size, spacing, anticipated tip elevation, axial capacities (compression and tension) and lateral capacities
- Review Taylor's Berthing and Mooring Analysis Report
- Collaboration with Taylor for development of Pile Plan
- Fire Protection and Potable Water Plan
- Preliminary quantities for deep foundations and wet utilities
- Opinion of unit costs for deep foundations and wet utilities

## JAXPORT T-Berth Modifications to Berth 20

April 26, 2022

Revised April 28, 2022

Revised May 9, 2022

### Dependencies/Special Requirements:

- Taylor will provide background site/pier plan CAD files for use in preparing pile plans and wet utility plans
- Taylor will incorporate M&N drawings and assemble the drawing package
- Taylor will assemble Design Calculations Report
- M&N will review and provide comments on the Berthing and Mooring Analysis Report prepared by Taylor
- JAXPORT will provide recent hydrant flow test (within the past 6 months from NTP) for the two of the closest hydrants on the fire water line
- This proposal assumes that sufficient water pressures and flow rates are available for the expansion of the fire protection system and the potable water system

### Deliverables:

- Comments on General Arrangement Plan
- Piling Plan Coordination
- Wet Utility Plans
- Preliminary Calculations
- Preliminary quantities for deep foundations and wet utilities
- Opinion of unit costs for deep foundations and wet utilities
- Comments on the Berthing and Mooring Analysis Report

### Task 5: Design Development (60% Design)

#### Objective:

Prepare 60% Design level documents to include BOD, Technical Specifications and Drawings for the design of deep foundations, and design of fire protection and potable water utilities.

#### Scope:

The scope of work for this task will include:

- Preparation and contributions to the following sections of the Basis of Design (BOD):
  - Berthing and mooring (provide comments and edits)
  - Substructure deep foundation requirements (assumed to be prestressed concrete piling)
  - Geotechnical conditions and requirements
  - Fire protection water requirements
  - Potable water requirements
- Coordination with the Geotechnical subconsultant for soil conditions and recommendations
- Detailed design of deep foundations to include size, spacing, anticipated tip elevation, axial capacities (compression and tension) and lateral capacities
- Updates to Pile Plan
- Design for Fire Protection Water and Potable Water systems
- Design calculations package
- Prepare technical specifications for deep foundations and mechanical wet utilities
- Update quantities for deep foundations and wet utilities



## JAXPORT T-Berth Modifications to Berth 20

April 26, 2022

Revised April 28, 2022

Revised May 9, 2022

- Opinion of unit costs for deep foundations and wet utilities
- Respond to 30% Design review comments from JAXPORT

### Dependencies/Special Requirements:

- Taylor will prepare the BOD Report with contributions from M&N
- Taylor will provide background site/pier plan CAD files for use in preparing pile plans and wet utility plans
- Taylor will incorporate M&N drawings and assemble the drawing package
- Taylor will assemble Design Calculations Report
- Taylor will prepare the Opinion of Probable Construction Costs (OPCC) with contributions from M&N for general arrangement plan, piling and wet utilities

### Deliverables:

- Sections of the BOD
- Comments on General Arrangement Plan
- Piling Plan coordination and Pile structural design and details
- Wet Utility Plans and details
- Design Calculations
- Technical specifications for deep foundations and mechanical wet utilities
- Update quantities for deep foundations and wet utilities
- Opinion of unit costs for deep foundations and wet utilities
- Responses to JAXPORT Review comments

### Task 6: Design Development (90% Design)

#### Objective:

Prepare 90% Design level documents to include BOD, Technical Specifications and Drawings for the design of deep foundations, and design of fire protection and potable water utilities.

#### Scope:

The scope of work for this task will include:

- Updates to the following sections of the Basis of Design (BOD):
  - Berthing and mooring (comments and edits)
  - Substructure deep foundation requirements (assumed to be prestressed concrete piling)
  - Geotechnical conditions and requirements
  - Fire protection water requirements
  - Potable water requirements
- Coordination with the Geotechnical subconsultant for soil conditions and recommendations
- Detailed design of deep foundations to include size, spacing, anticipated tip elevation, axial capacities (compression and tension) and lateral capacities
- Updates to Pile Plan
- Design for Fire Protection Water and Potable Water systems
- Design calculations package
- Prepare technical specifications for deep foundations and mechanical wet utilities

## JAXPORT T-Berth Modifications to Berth 20

April 26, 2022

Revised April 28, 2022

Revised May 9, 2022

- Update quantities for deep foundations and wet utilities
- Opinion of unit costs for deep foundations and wet utilities
- Respond to 60% Design review comments from JAXPORT

### Dependencies/Special Requirements:

- Taylor will prepare the BOD Report with contributions from M&N
- Taylor will provide background site/pier plan CAD files for use in preparing pile plans and wet utility plans
- Taylor will incorporate M&N drawings and assemble the drawing package
- Taylor will assemble Design Calculations Report
- Taylor will prepare the Opinion of Probable Construction Costs (OPCC) with contributions from M&N for general arrangement plan, piling and wet utilities

### Deliverables:

- Sections of the BOD
- Comments on General Arrangement Plan
- Piling Plan coordination and Pile structural design and details
- Wet Utility Plans and details
- Design Calculations
- Technical specifications for deep foundations and mechanical wet utilities
- Update quantities for deep foundations and wet utilities
- Opinion of unit costs for deep foundations and wet utilities
- Responses to JAXPORT Review comments

### Task 7: Final Design

#### Objective:

Prepare Final Design level documents to include BOD, Technical Specifications and Drawings suitable for Contractor bidding for the design of deep foundations, and design of fire protection and potable water utilities.

#### Scope:

The scope of work for this task will include:

- Updates to the following sections of the Basis of Design (BOD):
  - Berthing and mooring
  - Substructure deep foundation requirements (assumed to be prestressed concrete piling)
  - Geotechnical conditions and requirements
  - Fire protection water requirements
  - Potable water requirements
- Coordination with the Geotechnical subconsultant for soil conditions and recommendations
- Updates to Pile Plan
- Updates to Fire Protection Water and Potable Water systems
- Design calculations package
- Update technical specifications for deep foundations and mechanical wet utilities
- Respond to 90% Design review comments from JAXPORT

## JAXPORT T-Berth Modifications to Berth 20

April 26, 2022

Revised April 28, 2022

Revised May 9, 2022

### Dependencies/Special Requirements:

- Taylor will prepare the BOD Report with contributions from M&N
- Taylor will provide background site/pier plan CAD files for use in preparing pile plans and wet utility plans
- Taylor will incorporate M&N drawings and assemble the drawing package
- Taylor will assemble Design Calculations Report
- Taylor will prepare the Opinion of Probable Construction Costs (OPCC) with contributions from M&N for general arrangement plan, piling and wet utilities

### Deliverables:

- Sections of the BOD
- Comments on General Arrangement Plan
- Piling Plan and details
- Wet Utility Plans and details
- Technical specifications for deep foundations and mechanical wet utilities
- Design Calculations
- Responses to JAXPORT Review comments

### Task 7: QA/QC Documents

#### Objective:

Provide an independent detailed review of deliverables prior to submission to JAXPORT. M&N will provide senior structural, coastal, mechanical, and electrical engineers to complete an independent review of the submittal documents prepared by both Taylor and M&N. The reviewers will not have seen the project prior to the initial review and will follow up on subsequent reviews.

#### Scope:

QA/QC Reviews will include:

- Taylor's Structural Modelling in STAAD.Pro
- Design Calculations Packages prepared by Taylor and M&N
- Drawings prepared by Taylor and M&N
- Specifications prepared by Taylor and M&N
- Opinion of Probable Construction Costs prepared by Taylor

### Dependencies/Special Requirements:

- Taylor will provide documents for review two weeks prior to submittal date so the review can be completed with sufficient time to make any necessary corrections
- M&N will provide responses one week prior to submittal date to allow time to incorporate comments

### Deliverables:

- Redlines drawings, specifications, design calculations, OPCC
- Comment log

**JAXPORT T-Berth Modifications to Berth 20**

April 26, 2022

Revised April 28, 2022

Revised May 9, 2022

**Design Schedule**

M&N will generally conform with the design schedule prepared by Taylor during the RFQ and interview phase. However, scheduling of the M&N dive team requires advance notice to ensure team availability.

**Fee Schedule:**

Task	Description	Fee	
1	Project Management and Meetings		\$26,400
	Project Management Meetings	\$18,700 \$7,700	
2	Field Investigation		\$55,300
3	Berth Planning		\$9,900
4	Concept/Planning (30% Design)		\$13,400
	Mechanical Utilities Geotechnical/Structural	\$3,100 \$10,300	
5	Design Development (60% Design)		\$73,100
	Mechanical Utilities Geotechnical/Structural	\$11,000 \$62,100	
6	Design Development (90% Design)		\$36,000
	Mechanical Utilities Geotechnical/Structural	\$4,400 \$31,600	
7	Final Design		\$9,900
	Mechanical Utilities Geotechnical/Structural	\$2,200 \$7,700	
8	QA/QC Documents		\$26,600
	30% Design	\$2,600	
	60% Design 90% Design	\$18,900 \$5,100	
Total			\$250,600

Lump Sum (LS) tasks will be billed on a percent complete basis. Services outside of this scope of work can be completed based on a negotiated modification to the contract.

We look forward to working with Taylor Engineering, Inc. on this exciting project. Should have any questions or wish to discuss, please contact me at (813) 340-6463 or [gsmith@moffattnichol.com](mailto:gsmith@moffattnichol.com).

Sincerely,

MOFFATT &amp; NICHOL



Gary W. Smith, PE  
Vice President



*Arc Surveying & Mapping, Inc.*  
*Professional Hydrographers • Surveyors • Mappers*

April 15, 2022

Mr. Jonathan Armbruster, P.E.

Taylor Engineering, Inc.

10199 Southside Blvd., Suite 310, Jacksonville, FL 32256

Main: 904-731-7040 | Direct: 904-256-1362

jarmbruster@taylorengeering.com

RE: Hydrographic and Topographic Surveying Services  
Blount Island Marine Terminal Berth 20  
Jacksonville, Florida

As requested, Arc Surveying & Mapping, Inc. (Arc) is providing a proposal for acquisition of hydrographic and topographic surveying services in support of engineering design and analysis of JaxPort Berth 22.

**1) Survey Task:**

- a) Hydrographic survey of proposed berth limits to extend to the limits as provided in the RFP. The limits are bounded immediately north of the northernmost existing dolphin; on the south, approximately 220 ft south of the southernmost hypothetically “mirrored” dolphin for the pier extension; on the west, by the approximate centerline of the existing navigation channel, and on the east, offset approximately 200 ft from the landward edge of the pier.
- b) A detailed topographic/existing condition survey of the existing structures (to include location of all dolphins, mooring bollards/bits, fenders, access walkways and ramps, utility infrastructure, visible expansion joints, and any other on-deck structures or visible features.). Survey to include the entire access bridge back to land intersection.
- c) Revised Sovereign Submerged Lands Lease and Easement survey documents necessary to modify both lease and easement with FDEP State Lands.

**2) Project Datum:** The Horizontal project datum will be based on the Lambert Conformal Conic Projection for the East Zone of Florida (0901) and referenced to the North American Adjustment of 83/90 (NAD83/90). The Vertical project datum will be referenced to the National American Vertical Datum adjustment of 1988 (NAVD88). The units of measurement will be U.S. Survey Feet. Published values, as documented in the NGS data sheets, will be held as the controlling values, and utilized for RTK GPS site calibrations.

**3) Deliverables:**

- a) DTM and digital survey cad files of survey results.
- b) Topographic digital mapping with one-foot contours at a scale of 1" = 50' in compatible format.
- c) SLL documents for proposed lease area.

5202 San Juan Ave. Jacksonville, FL 32210 Phone 904.384.8377 Fax 904.384.8388

Page 2  
04-15-22

4) **Professional Fees:** \$13,990

This proposal applies only to the scope of services as described herein; any work item not specifically mentioned is not a part of this proposal. Work directed and completed outside the lump sum amount will be invoiced at the following rates:

Rates:

Topographic Survey: \$1,850 per day

Hydrographic Survey: \$2,250 per day

Cad: \$110 per hour

PLS: \$140 per hour

Arc Surveying and Mapping, Inc. appreciates the opportunity to work with Taylor on this project and are available to answer any questions or concerns you may have.

Sincerely,

*Richard Sawyer*

Richard J. Sawyer, PSM, CH  
Vice President

Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_  
Taylor Engineering



# ECS Florida, LLC

Proposal for Subsurface Exploration and Geotechnical Engineering Services

## JAXPORT Berth 20

Intermodal Drive  
Jacksonville, Florida

ECS Proposal Number 35:19187-GP

April 26, 2022





**ECS FLORIDA, LLC**

*"Setting the Standard for Service"*

Geotechnical • Construction Materials • Environmental • Facilities

April 27, 2022

Mr. Jonathan Armbruster, P.E.  
Taylor Engineering, Inc.  
10199 Southside Boulevard  
Suite 310  
Jacksonville, Florida 32256

ECS Proposal No. 35:19187-GP

Reference: Proposal for Subsurface Exploration and Geotechnical Engineering Services  
**JAXPORT Berth 20**  
Intermodal Drive  
Jacksonville, Florida

Dear Mr. Armbruster:

ECS Florida, LLC (ECS) is pleased to submit this proposal to provide subsurface exploration and geotechnical engineering services for the above referenced project. This proposal contains our project understanding, proposed scope of services, lump sum fee, schedule of work, and authorization requirements. Note this proposal has been revised to include an additional boring north of the north access causeway, as requested.

### **Project Description**

Based on our discussions with your office, we understand the existing wharf is planned to be expanded to the south. A total of eight borings are requested within the St. Johns River to provide information for pile design and soil types for dredging. We understand no chemical or contaminant testing will be required for the dredge material samples.

### **Scope of Services**

Our integrated services will include drilling of soil borings by drill crews under our supervision, laboratory testing of representative soil samples for pertinent engineering properties, various engineering analyses, and preparation of an engineering report. The objective of the geotechnical exploration is to provide site and subsurface information to evaluate the subsurface conditions at the site for the proposed construction. Upon completion of drilling operations, the samples will be returned to our laboratory in Jacksonville, Florida for further identification and testing. The following field services are proposed:



April 26, 2022

ECS FLORIDA, LLC

Location	Number of Borings	Depth of Borings Below Mudline, feet
Breasting and Mooring Dolphin Locations	2 SPT*	100
Pier Expansion	4 SPT*	100
Dredge Limits	2 SPT*	25

\*Standard Penetration Test performed from a barge

We also propose to attempt to collect up two cores within the encountered limestone layer and up to two rock cores within the marl layer (which we anticipate to consist of clayey sand (SC), silt (MH), and/or silty sand (SM) based on our experience with previous explorations at Blount Island) in each of the 100 foot deep borings to provide unconfined compression testing.

Laboratory classification and index property tests will be performed as necessary on selected soil samples obtained from the exploration. We anticipate laboratory testing for soil samples from the dredge area may include sieve analyses (grain size and/or percent fines), Atterberg Limits, organic content, and moisture content tests.

The results of the exploration and engineering evaluation will then be documented in a report containing the following:

1. A brief discussion of our understanding of the planned construction and imposed loading conditions.
2. A presentation of the field and laboratory test procedures used and the data obtained.
3. A presentation of the existing on-site conditions, such as bathymetry as they relate to the planned construction.
4. A presentation of the encountered subsurface conditions, including subsurface profiles and measured groundwater levels, and estimated geotechnical engineering properties (as necessary).

### Proposal Assumptions

ECS has made the following assumptions in developing this proposal:

1. Two weeks are needed for utility mark-up prior to the start of drilling operations.
2. Drilling operations will last approximately 7-13 business days.
3. Client will provide the right of access to the property.

### Fee

ECS will provide the proposed geotechnical base scope of services for a lump sum fee of **\$67,800**. If additional services are required because of unexpected field conditions encountered in our field exploration program, or because of a request for additional services, they would be invoiced in accordance with our current Fee Schedule. Before modifying or expanding the extent of our exploration program, you would be informed of our intentions for both your review and authorization.

April 26, 2022 ECS FLORIDA, LLC

### Schedule

We are prepared to mobilize to the site within four weeks after authorization to proceed. Preliminary verbal results and recommendations can be provided within 1 to 2 days after completion of the field drilling portion of the project. The written report containing final recommendations will be submitted within two weeks after completion of all field and laboratory testing.

### Utility Clearance

We will contact Sunshine 811 to locate underground utilities at the site; however, our experience indicates that Sunshine 811 will not locate utilities beyond the point of distribution (meters or gauge points) on private property. We will coordinate the location of our exploration in order to avoid any underground utilities indicated by the Sunshine 811 locating system. However, we will not be responsible for any private utilities not pointed out to us by the land owner or client prior to drilling activities.

### Closing

Our insurance carrier requires that we receive written authorization prior to initiation of work, and a signed contract prior to the release of any work product. Your acceptance of this proposal may be indicated by signing and returning the enclosed Proposal Acceptance Form. Our work will be done in accordance with the attached Terms and Conditions which is made a part of this proposal.

Thank you for the opportunity to submit this proposal to provide services and serve as your consultant. We look forward to working with you on this project, and to hopefully serve as your consultant in the future. If you have any questions, or if we can be of any additional service, please contact us at (904) 880.0960.

Respectfully submitted,  
**ECS FLORIDA, LLC**



Chris M. Egan, P.E.  
Geotechnical Department Manager  
CEgan@ecslimited.com



Robert W. Clark, P.E.  
Senior Project Engineer  
RWClark@ecslimited.com

Attachments: Proposal Acceptance Form  
ECS Terms and Conditions of Service

April 26, 2022

ECS FLORIDA, LLC

**PROPOSAL ACCEPTANCE FORM  
ECS FLORIDA, LLC**

**Project Name:** JAXPORT Berth 20  
**Location:** Intermodal Drive, Jacksonville, Florida  
**Fee:** \$67,800

Please complete and return this Proposal Acceptance Form to ECS as shown at the bottom of this form. By signing and returning this form, you are authorizing ECS to proceed, providing ECS permission to enter the site, and making this proposal the agreement between ECS and Client. Your signature also indicates you have read this document and the Terms and Conditions of Service in their entirety and agree to pay for services as above set forth.

**CLIENT AND BILLING INFORMATION**

Name of Client: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_  
 Telephone No.: \_\_\_\_\_  
 E-mail: \_\_\_\_\_

	<u>Responsible for Payment</u>	<u>Approval of Invoice (if different)</u>
Contact Name:	_____	_____
Company Name:	_____	_____
Address:	_____	_____
Address:	_____	_____
City, State, Zip:	_____	_____
Telephone No.:	_____	_____
Fax No:	_____	_____
E-mail Address:	_____	_____

The reports are normally e-mailed directly to client. If you require copies to others, please provide their names, e-mail addresses and fax numbers below.

Name	E-mail Address	Phone Number	Fax Number
_____	_____	_____	_____
_____	_____	_____	_____

Special Instructions: \_\_\_\_\_  
 \_\_\_\_\_

Client Signature: x \_\_\_\_\_ Date: \_\_\_\_\_



## ECS FLORIDA, LLC TERMS AND CONDITIONS OF SERVICE

The professional services ("Services") to be provided by ECS Florida, LLC ("ECS") pursuant to the Proposal shall be provided in accordance with these Terms and Conditions of Service ("Terms"), including any addenda as may be incorporated or referenced in writing and shall form the Agreement between ECS and CLIENT.

**1.0 INDEPENDENT CONSULTANT STATUS** - ECS shall serve as an independent professional consultant to CLIENT for Services on the Project and shall have control over, and responsibility for, the means and methods for providing the Services identified in the Proposal, including the retention of Subcontractors and Subconsultants

**2.0 SCOPE OF SERVICES** - It is understood that the fees, reimbursable expenses and time schedule defined in the Proposal are based on information provided by CLIENT and/or CLIENT'S agents, contractors and consultants ("Contractors"). CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, if conditions are discovered that could not be reasonably foreseen, or if CLIENT orders additional services, the scope of services will change, even while the Services are in progress.

### **3.0 STANDARD OF CARE**

**3.1 In fulfilling its obligations and responsibilities enumerated in the Proposal, ECS shall be expected to comply with and its performance evaluated in light of the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at that time in the region (the "Standard of Care"). Nothing contained in the Proposal, the agreed-upon scope of Services, these Terms or any ECS report, opinion, plan or other document prepared by ECS shall constitute a warranty or guarantee of any nature whatsoever.**

**3.2** CLIENT understands and agrees that ECS will rely on the facts learned from data gathered during performance of Services as well as those facts provided by the CLIENT and/or CLIENT'S contractors and consultants. CLIENT acknowledges that such data collection is limited to specific areas that are sampled, bored, tested, observed and/or evaluated. Consequently, CLIENT waives any and all claims based upon erroneous facts provided by the CLIENT, facts subsequently learned or regarding conditions in areas not specifically sampled, bored, tested, observed or evaluated by ECS.

**3.3** If a situation arises that causes ECS to believe compliance with CLIENT'S directives would be contrary to sound engineering practices, would violate applicable laws, regulations or codes, or will expose ECS to legal claims or charges, ECS shall so advise CLIENT. If ECS' professional judgment is rejected, ECS shall have the right to terminate its Services in accordance with the provisions of Section 25.0, below.

**3.4** If CLIENT decides to disregard ECS' recommendations with respect to complying with applicable laws or regulations, ECS shall determine if applicable law requires ECS to notify the appropriate public officials. CLIENT agrees that such determinations are ECS' sole right to make.

### **4.0 CLIENT DISCLOSURES**

**4.1** Where the Services requires ECS to penetrate a surface, CLIENT shall furnish and/or shall direct CLIENT'S or CLIENT'S Contractors to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed to be located beneath or behind the Site's surface. ECS shall be entitled to rely on such information for completeness and accuracy without further investigation, analysis, or evaluation.

**4.2** "Hazardous Materials" shall include but not be limited to any substance that poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form. CLIENT shall notify ECS of any known, assumed, or suspected regulated, contaminated, or other similar Hazardous Materials that may exist at the Site prior to ECS mobilizing to the Site.

**4.3** If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services begin, ECS shall be entitled to amend the scope of Services and adjust its fees or fee schedule to reflect any additional work or personal protective equipment and/or safety precautions required by the existence of such Hazardous Materials.

**5.0 INFORMATION PROVIDED BY OTHERS** - CLIENT waives, releases and discharges ECS from and against any claim for damage, injury or loss allegedly arising out of or in connection with errors, omissions, or inaccuracies in documents and other information in any form provided to ECS by CLIENT or CLIENT'S Contractors, including such information that becomes incorporated into ECS documents.

**6.0 CONCEALED RISKS** - CLIENT acknowledges that special risks are inherent in sampling, testing and/or evaluating concealed conditions that are hidden from view and/or neither readily apparent nor easily accessible, e.g., subsurface conditions, conditions behind a wall, beneath a floor, or above a ceiling. Such circumstances require that certain assumptions be made regarding existing conditions, which may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of a building or component thereof. Accordingly, ECS shall not be responsible for the verification of such conditions unless verification can be made by simple visual observation. CLIENT agrees to bear any and all costs, losses, damages and expenses (including, but not limited to, the cost of ECS' additional services) in any way arising from or in connection with the existence or discovery of such concealed or unknown conditions.

### **7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES**

**7.1** CLIENT warrants that it possesses the authority to grant ECS right of entry to the site for the performance of Services. CLIENT hereby grants ECS and its agents, subcontractors and/or subconsultants ("Subconsultants"), the right to enter from time to time onto the property in order for ECS to perform its Services. CLIENT agrees to indemnify and hold ECS and its Subconsultants harmless from any claims arising from allegations that ECS trespassed or lacked authority to access the Site.

**7.2** CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by ECS except where ECS' Proposal explicitly states that ECS will obtain such permits, licenses, and/or utility clearances.

**7.3** ECS will take reasonable precautions to limit damage to the Site and its improvements during the performance of its Services. CLIENT understands that the use of exploration, boring, sampling, or testing equipment may cause damage to the Site. The correction and restoration of such common damage is CLIENT'S responsibility unless specifically included in ECS' Proposal.

**7.4** CLIENT agrees that it will not bring any claims for liability or for injury or loss against ECS arising from (i) procedures associated with the exploration, sampling or testing activities at the Site, (ii) discovery of Hazardous Materials or suspected Hazardous Materials, or (iii) ECS' findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.

### **8.0 UNDERGROUND UTILITIES**

**8.1** ECS shall exercise the Standard of Care in evaluating client-furnished information as well as information readily and customarily available from public utility locating services (the "Underground Utility Information") in its effort to identify underground utilities. The extent of such evaluations shall be at ECS' sole discretion.

**8.2** CLIENT recognizes that the Underground Utility Information provided to or obtained by ECS may contain errors or be incomplete. CLIENT understands that ECS may be unable to identify the locations of all subsurface utility lines and man-made features.

**8.3** CLIENT waives, releases, and discharges ECS from and against any claim for damage, injury or loss allegedly arising from or related to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS' attention in writing by CLIENT, not correctly shown on the Underground Utility Information and/or not properly marked or located by the utility owners, governmental or quasi-governmental locators, or private utility locating services as a result of ECS' or ECS' Subconsultant's request for utility marking services made in accordance with local industry standards.

### **9.0 SAMPLES**

**9.1** Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are and remain the property of CLIENT. Unless other arrangements are requested by CLIENT and mutually agreed upon by ECS in writing, ECS will retain samples not consumed in laboratory testing for up to sixty (60) calendar days after the first issuance of any document containing data obtained from such samples. Samples consumed by laboratory testing procedures will not be stored.

**9.2** Unless CLIENT directs otherwise, and excluding those issues covered in Section 10.0, CLIENT authorizes ECS to dispose of CLIENT'S non-hazardous samples and sampling or testing by-products in accordance with applicable laws and regulations.

### **10.0 ENVIRONMENTAL RISKS**

**10.1** When Hazardous Materials are known, assumed, suspected to exist, or discovered at the Site, ECS will endeavor to protect its employees and address public health, safety, and environmental issues in accordance with the Standard of Care. CLIENT agrees to compensate ECS for such efforts.

**10.2** When Hazardous Materials are known, assumed, or suspected to exist, or discovered at the Site, ECS and/or ECS' subcontractors will exercise the Standard of Care in containerizing and labeling such Hazardous Materials in accordance with applicable laws and regulations, and will leave the containers on Site. CLIENT is responsible for the retrieval, removal, transport and disposal of such contaminated samples, and sampling process byproducts in accordance with applicable law and regulation.

**10.3** Unless explicitly stated in the Scope of Services, ECS will neither subcontract for nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S written request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT shall be solely responsible for the final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by contaminants and shall otherwise exercise prudence in arranging for lawful disposal.

**10.4** In those instances where ECS is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes as part of the Proposal, ECS shall do so only as CLIENT'S agent (notwithstanding any other provision of this Agreement to the contrary). ECS will not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.

**10.5** Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, pervious soil stratum, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of the Services indicated herein, CLIENT agrees this risk cannot be eliminated. Provided such services were performed in accordance with the Standard of Care, CLIENT waives, releases and discharges ECS from and against any claim for damage, injury, or loss allegedly arising from or related to such cross-contamination.

**10.6** CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS cannot know or state for an absolute fact that the Site is unaffected or adversely affected by one or more Recognized Environmental Conditions. CLIENT represents and warrants that it understands the limitations associated with Phase I ESAs.

**11.0 OWNERSHIP OF DOCUMENTS**

- 11.1 ECS shall be deemed the author and owner (or licensee) of all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by it [the "Documents of Service"] and shall retain all common law, statutory and other reserved rights, including copyrights. CLIENT shall have a limited, non-exclusive license to use copies of the Documents of Service provided to it in connection with its Project for which the Documents of Service are provided until the completion of the Project.
- 11.2 ECS' Services are performed and Documents of Service are provided for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT and its Contractors is not permitted. CLIENT further agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its contractors' use of ECS' Documents of Service.
- 11.3 Without ECS' prior written consent, CLIENT agrees to not use ECS' Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose. Any reuse without ECS' written consent shall be at CLIENT'S sole risk and without liability to ECS or its Subconsultants. CLIENT agrees to indemnify and hold ECS harmless for any errors, omissions or Damage resulting from its use of ECS' Documents of Service after any modification in scope, structure or purpose.
- 11.4 CLIENT agrees to not make any modification to the Documents of Service without the prior written authorization of ECS. To the fullest extent permitted by law, CLIENT agrees to indemnify, defend, and hold ECS harmless from any damage, loss, claim, liability or cost (including reasonable attorneys' fees and defense costs) arising out of or in connection with any unauthorized modification of the Documents of Service by CLIENT or any person or entity that acquires or obtains the Documents of Service from or through CLIENT. CLIENT represents and warrants that the Documents of Service shall be used only as submitted by ECS.

**12.0 SAFETY**

- 12.1 Unless expressly agreed to in writing in its Proposal, CLIENT agrees that ECS shall have no responsibility whatsoever for any aspect of site safety other than for its own employees. Nothing herein shall be construed to relieve CLIENT and/or its Contractors from their responsibility for site safety. CLIENT also represents and warrants that the General Contractor is solely responsible for Project site safety and that ECS personnel may rely on the safety measures provided by the General Contractor.
- 12.2 In the event ECS assumes in writing limited responsibility for specified safety issues, the acceptance of such responsibilities does not and shall not be deemed an acceptance of responsibility for any other non-specified safety issues, including, but not limited to those relating to excavating, fall protection, shoring, drilling, backfilling, blasting, or other construction activities.

**13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES**

- 13.1 CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.
- 13.2 Monitoring and/or testing services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.
- 13.3 ECS has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. ECS does not and shall not have or accept authority to supervise, direct, control, or stop the work of any of CLIENT'S Contractors or any of their subcontractors.
- 13.4 ECS strongly recommends that CLIENT retain ECS to provide construction monitoring and testing services on a full time basis to lower the risk of defective or incomplete work being installed by CLIENT'S Contractors. If CLIENT elects to retain ECS on a part-time or on-call basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risk that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS' part time monitoring and testing in exchange for CLIENT'S receipt of an immediate cost savings. Unless the CLIENT can show that ECS' errors or omissions are contained in ECS' reports, CLIENT waives, releases and discharges ECS from and against any other claims for errors, omissions, damages, injuries, or loss alleged to arise from defective or incomplete work that was monitored or tested by ECS on a part-time or on-call basis. Except as set forth in the preceding sentence, CLIENT agrees to indemnify and hold ECS harmless from all Damages, costs, and attorneys' fees, for any claims alleging errors, omissions, damage, injury or loss allegedly resulting from work that was monitored or tested by ECS on a part-time or on-call basis.

- 14.0 **CERTIFICATIONS** - CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding the Services provided by ECS. Any "certification" required of ECS by the CLIENT or jurisdiction(s) having authority over some or all aspects of the Project shall consist of ECS' inferences and professional opinions based on the limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. Such "certifications" shall constitute ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor does it relieve other parties of the responsibilities or obligations such parties have with respect to the possible existence of such a condition. CLIENT agrees it cannot make the resolution of any dispute with ECS or payment of any amount due to ECS contingent upon ECS signing any such "certification."

**15.0 BILLINGS AND PAYMENTS**

- 15.1 Billings will be based on the unit rates, plus travel costs, and other reimbursable expenses as stated in the professional fees section of the Proposal. Any estimate of professional fees stated shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated. CLIENT understands and agrees that even if ECS agrees to a lump sum or not-to-exceed amount, that amount shall be

limited to number of hours, visits, trips, tests, borings, or samples stated in the Proposal.

- 15.2 CLIENT agrees that all professional fees and other unit rates may be adjusted annually to account for inflation based on the most recent 12-month average of the Consumer Price Index (CPI-U) for all items as established by www.bls.gov when the CPI-U exceeds an annual rate of 2.0%.
- 15.3 Should ECS identify a Changed Condition(s), ECS shall notify the CLIENT of the Changed Condition(s). ECS and CLIENT shall promptly and in good faith negotiate an amendment to the scope of Services, professional fees, and time schedule.
- 15.4 CLIENT recognizes that time is of the essence with respect to payment of ECS' invoices, and that timely payment is a material consideration for this Agreement. All payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the professional Fees. Invoices are due and payable upon receipt.
- 15.5 If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within fifteen (15) calendar days of the invoice date. CLIENT agrees to pay the undisputed amount of such invoice promptly.
- 15.6 ECS reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute. All payments will be applied to accrued interest first and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.
- 15.7 CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit, CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT'S client, or any other event unrelated to ECS provision of Services. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT. It is agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by ECS in obtaining payment under this Agreement, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by CLIENT.
- 15.8 Unless CLIENT has provided notice to ECS in accordance with Section 16.0 of these Terms, payment of any invoice by the CLIENT shall mean that the CLIENT is satisfied with ECS' Services and is not aware of any defects in those Services.

**16.0 DEFECTS IN SERVICE**

- 16.1 CLIENT and CLIENT'S Contractors shall promptly inform ECS during active work on any project of any actual or suspected defects in the Services so to permit ECS to take such prompt, effective remedial measures that in ECS' opinion will reduce or eliminate the consequences of any such defective Services. The correction of defects attributable to ECS' failure to perform in accordance with the Standard of Care shall be provided at no cost to CLIENT. However, ECS shall not be responsible for the correction of any deficiency attributable to client-furnished information, the errors, omissions, defective materials, or improper installation of materials by CLIENT'S personnel, consultants or contractors, or work not observed by ECS. CLIENT shall compensate ECS for the costs of correcting such defects.
- 16.2 Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects. CLIENT shall compensate ECS for the provision of such Services.

- 17.0 **INSURANCE** - ECS represents that it and its subcontractors and subconsultants maintain workers compensation insurance, and that ECS is covered by general liability, automobile and professional liability insurance policies in coverage amounts it deems reasonable and adequate. ECS shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance package. The cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.

**18.0 LIMITATION OF LIABILITY**

- 18.1 CLIENT AGREES TO ALLOCATE CERTAIN RISKS ASSOCIATED WITH THE PROJECT BY LIMITING ECS' TOTAL LIABILITY TO CLIENT ARISING FROM ECS' PROFESSIONAL LIABILITY, I.E. PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) RELATING TO PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. THE ALLOCATION IS AS FOLLOWS.

18.1.1 If the proposed fees are \$10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed \$20,000, or the total fee received for the services rendered, whichever is greater.

18.1.2 If the proposed fees are in excess of \$10,000, ECS' total aggregate liability to CLIENT shall not exceed \$50,000, or the total fee for the services rendered, whichever is greater.

- 18.2 CLIENT agrees that ECS shall not be responsible for any injury, loss or damage of any nature, including bodily injury and property damage, arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or subcontractors to the extent such injury, damage, or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants, contractors, subcontractors or person/entities for whom CLIENT is legally liable.

- 18.3 CLIENT agrees that ECS' liability for all non-professional liability arising out of this Agreement or the services provided as a result of the Proposal be limited to \$500,000.

**19.0 INDEMNIFICATION**

- 19.1 Subject to Section 18.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services, but only to the extent that such damages are found to be caused by ECS' negligent

- acts, errors or omissions, (specifically excluding any damages caused by any third party or by the CLIENT.)
- 19.2 To the fullest extent permitted by law, CLIENT agrees to indemnify, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ("Damages") caused in whole or in part by the acts, errors, or omissions of the CLIENT or CLIENT's employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of ECS.
- 19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportional to ECS' culpability. **IF CLIENT IS A HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT CLIENT RETAIN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS AND OBLIGATIONS HEREUNDER, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.**
- 19.4 **IF CLIENT IS A RESIDENTIAL BUILDER OR RESIDENTIAL DEVELOPER, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS ECS AGAINST ANY AND ALL CLAIMS OR DEMANDS DUE TO INJURY OR LOSS INITIATED BY ONE OR MORE HOMEOWNERS, UNIT-OWNERS, OR THEIR HOMEOWNER'S ASSOCIATION, COOPERATIVE BOARD, OR SIMILAR GOVERNING ENTITY AGAINST CLIENT WHICH RESULTS IN ECS BEING BROUGHT INTO THE DISPUTE.**
- 19.5 **IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD ANOTHER PARTY HARMLESS UNDER THIS SECTION 19.0 INCLUDE THE DUTY TO DEFEND.**
- 20.0 CONSEQUENTIAL DAMAGES**
- 20.1 CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other or their employees, consultants, agents, contractors or subcontractors, regardless of the nature of the fault or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.
- 20.2 ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.
- 21.0 SOURCES OF RECOVERY**
- 21.1 All claims for damages related to the Services provided under this Agreement shall be made against the ECS entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of ECS.
- 21.2 In the event of any dispute or claim between CLIENT and ECS arising out of in connection with the Project and/or the Services, CLIENT and ECS agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and ECS' agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold ECS harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.
- 21.3 For projects located in Florida, the parties agree that **PURSUANT TO FLA. STAT. SECTIONS 558.002 AND 558.0035, CLIENT AGREES THAT AN INDIVIDUAL EMPLOYEE OR AGENT OF ECS MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE FOR ACTS OR OMISSIONS ARISING OUT OF THE SERVICES.**
- 22.0 THIRD PARTY CLAIMS EXCLUSION** - CLIENT and ECS agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or ECS to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to the Agreement. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without written consent from both CLIENT and ECS, which shall include, at a minimum, the third-party's agreement to be bound to the same Terms and Conditions contained herein and third-party's agreement that ECS' Scope of Services performed is adequate.
- 23.0 DISPUTE RESOLUTION**
- 23.1 In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project.
- The parties shall arrange a mutually convenient time for the senior representative of each party to meet. Such meeting shall occur within fifteen calendar (15) days of either party's written request for executive negotiation or as otherwise mutually agreed. Should this meeting fail to result in a mutually agreeable plan for resolution of the Dispute, CLIENT and ECS agree that either party may bring litigation.
- 23.2 CLIENT shall make no claim (whether directly or in the form of a third-party claim) against ECS unless CLIENT shall have first provided ECS with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to ECS thirty (30) days prior to the institution of such judicial proceedings.
- 23.3 Litigation shall be instituted in a court of competent jurisdiction in the county or district in which ECS' office contracting with the CLIENT is located. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the Commonwealth of Virginia, but excluding its choice of law rules. Unless otherwise mutually agreed to in writing by both parties, CLIENT waives the right to remove any litigation action to any other jurisdiction. Both parties agree to waive any demand for a trial by jury.
- 24.0 CURING A BREACH**
- 24.1 A party that believes the other has materially breached these Terms shall issue a written cure notice identifying its alleged grounds for termination. Both parties shall promptly and in good faith attempt to identify a cure for the alleged breach or present facts showing the absence of such breach. If a cure can be agreed to or the matter otherwise resolved within thirty (30) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.
- 24.2 Either party may waive any right provided by these Terms in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.
- 25.0 TERMINATION**
- 25.1 CLIENT or ECS may terminate this Agreement for breach, non-payment, or a failure to cooperate. In the event of termination, the effecting party shall so notify the other party in writing and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.
- 25.2 Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate ECS for Services rendered and costs incurred including those Services associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.
- 26.0 TIME BAR TO LEGAL ACTION** - Unless prohibited by law, and notwithstanding any Statute that may provide additional protection, CLIENT and ECS agree that a lawsuit by either party alleging a breach of this Agreement, violation of the Standard of Care, non-payment of invoices, or arising out of the Services provided hereunder, must be initiated in a court of competent jurisdiction no more than two (2) years from the time the party knew, or should have known, of the facts and conditions giving rise to its claim, and shall under no circumstances shall such lawsuit be initiated more than three (3) years from the date of substantial completion of ECS' Services.
- 27.0 ASSIGNMENT** - CLIENT and ECS respectively bind themselves, their successors, assigns, heirs, and legal representatives to the other party and the successors, assigns, heirs and legal representatives of such other party with respect to all covenants of these Terms. Neither CLIENT nor ECS shall assign these Terms, any rights thereunder, or any cause of action arising therefrom, in whole or in part, without the written consent of the other. Any purported assignment or transfer, except as permitted above, shall be deemed null, void and invalid, the purported assignee shall acquire no rights as a result of the purported assignment or transfer and the non-assigning party shall not recognize any such purported assignment or transfer.
- 28.0 SEVERABILITY** - Any provision of these Terms later held to violate any law, statute, or regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of the issues covered by the original provision.
- 29.0 SURVIVAL** - All obligations arising prior to the termination of the agreement represented by these Terms and all provisions allocating responsibility or liability between the CLIENT and ECS shall survive the substantial completion of Services and the termination of the Agreement.
- 30.0 TITLES: ENTIRE AGREEMENT**
- 30.1 The titles used herein are for general reference only and are not part of the Terms.
- 30.2 These Terms together with the Proposal, including all exhibits, appendixes, and other documents appended to it, constitute the entire agreement between CLIENT and ECS ("Agreement"). CLIENT acknowledges that all prior understandings and negotiations are superseded by this Agreement.
- 30.3 CLIENT and ECS agree that subsequent modifications to the Agreement shall not be binding unless made in writing and signed by authorized representatives of both parties.
- 30.4 All preprinted terms and conditions on CLIENT'S purchase order, Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by these Terms and Conditions of Service.
- 30.5 CLIENT'S execution of a Work Authorization, the submission of a start work authorization (oral or written) or issuance of a purchase order constitutes CLIENT'S acceptance of this Proposal and these Terms and their agreement to be fully bound to them. If CLIENT fails to provide ECS with a signed copy of these Terms or the attached Work Authorization, CLIENT agrees that by authorizing and accepting the services of ECS, it will be fully bound by these Terms as if they had been signed by CLIENT



*Eng Engineering Inc.*

MECHANICAL ELECTRICAL FIRE PROTECTION INFRARED FORENSIC

April 25, 2022

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

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

Dear Jon:

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

1. Jaxport will be accepting another ship on Berth 20 for roll on/roll off. The berth will have additional moorings requiring navigation and collision avoidance lights mounted atop. Also, the roll-on/roll off docks will be expanded to a T shape to accept another ship. This will require adding more fixtures to cover the new dock. There is existing electrical equipment near the docks. It should be reviewed to determine it can accept the new light fixtures. EEI scope is to engineer light fixtures on each mooring, relocate/add light fixtures to accommodate new dock expansion, inspect panel, add power, and controls. JPA does not include perimeter security in the scope of services.
2. Two (2) site visits to the site to gather information for our design.
3. Electrical Design includes the following:
  - a. Inspect existing electrical panel to for accommodating light fixtures.
  - b. Design power and control to lights and placement of raceways. It is likely catwalks will be installed to the moorings. We will assume the raceways can be mounted on these catwalks for routing and pathways.
  - c. Relocate dock lights that interfere new expanded area. Add new lights where required by photometric calculations. Power/conduits will extend

8130 Bayberry Road  
Jacksonville, Florida  
32256-7414

Tel: 904.721.2323

Fax: 904.721.2329

www.engengineering.com

to new location. Structural foundations for pole bases to secure on to will be by Taylor Engineering.

- d. Photometric calculations for expanded dock area.
  - e. All work shall be in accordance with National Electric Code.
4. Attend virtual kick-off meeting, online design development phase, and online construction document phase meeting for total of 3 meetings.
  5. Design specifications will be in booklet form.
  6. Opinion of Probable costs
  7. Construction Phase Services: Excluded per the JPA Scope of Services.

#### Deliverables

1. PDFs will be submitted at 30%, 60% 90% and final A-E Bid Documents. Includes narrative and opinion of cost at each submittal.

#### Exclusions

1. Items and tasks not mentioned above.
2. Perimeter Security Design
3. Construction Phase Services.

Fee for above services:

- a. Electrical Design/Specs/Cost Estimates/Meetings: **\$18,750**

#### General Notes

1. Additional services or tasks not mentioned above will be billed per the 2020 Eng Engineering Rate Sheet or as a lump sum per request.



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



May 5, 2022

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

**Re: Proposal for JPA T-Berth Modifications Berth 20 Blount Island Marine Terminal (rev)  
Jacksonville, Florida  
Constructability Review Services**

Dear Mr. Armbruster:

Construction and Engineering Services Consultants, Inc. (C&ES) is pleased to submit the following revised fee proposal to Taylor Engineering, Inc. (THE CLIENT) for constructability review services for the referenced project.

**SCOPE OF WORK:**

Based on information provided by THE CLIENT, one (1) constructability review is being requested as the design approaches 85%-complete and, as the design approaches 100%-complete a check of the documents to verify constructability comments have been incorporated. C&ES has several engineers with knowledge of Berth 20, having performed inspections of this and other berths in the past. C&ES will perform the requested review and check, noted above, and discuss findings and comments in a forum(s) of your choice.

It is expected to take approximately 78 hours to review the documents, prepare a report, verbally discuss the findings with the design team and check the design documents to verify accepted recommendations have been incorporated.

**COMPENSATION:**

C&ES proposes to perform the Scope of Work for the following:

Senior Engineer: \$165.00/hr (78 hrs) = \$12,870.00

Only effort expended will be invoiced.

If this revised proposal meets with your approval, please forward a sub-consultant agreement for review. Assuming all is acceptable, it will be signed and returned for your ratification. Once the executed agreement is received, we will await a Notice To Proceed. Be assured we are prepared to perform this work immediately upon notice. We look forward to the opportunity of working with you on this project!

May 5, 2022  
Page 2 of 2

If you have any questions, please do not hesitate to contact our office at 904-652-1186.

Sincerely,

**CONSTRUCTION & ENGINEERING SERVICES CONSULTANTS, INC.**

A handwritten signature in black ink, appearing to read 'S.V. Manis', is written over a light yellow rectangular background.

Stephen V. Manis, P.E.  
Senior Project Manager

Cc: Steven J. Davis, President/CEO

**C&ES CONSULTANTS, INC.**

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

AC-2022-06-02  
Reference No.

\_\_\_\_\_  
File

06/22/2022  
Date

**SUBJECT: Cathodic Protection Systems Berths 16 & 17 - DPMT**  
JPA Project No.: D2022.04      JPA Contract No.: C-1824  
Coastal Gunite Construction Company

**COST: 687,499       BUDGETED       NON-BUDGETED**

**BACKGROUND:**

This project consists of all labor, materials, equipment, and supervision to install cathodic protection systems on Berths 16 and 17 at Dames Point Marine Terminal. The scope of work includes but is not limited to the surviving cathodic protection system to remain, and to be supplemented with 472 no. new 120lb anodes, which include seen buried anodes and eight test anodes. Each anode core is to be welded underwater to the existing sheet piled wall and buried anodes to be installed in shallow water.

On April 28, 2022, Procurement Services solicited bids from qualified and licensed contractors, to provide the aforementioned services. On June 7, 2022, Procurement Services received three (3) conforming bids from Coastal Gunite Construction Company, Southern Road & Bridge, LLC and Underwater Mechanix Services, LLC. After review of the conforming bids, it is the recommendation of the Engineering Department to award a contract to Coastal Gunite Construction Company, who offered the lowest, responsive and responsible bid.

**EXPENSE CATEGORY:**

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

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

**FINANCIAL:**

Available Budget (FY21):	\$1,204,286
Proposed Expense:	\$ 687,499
Remaining Balance:	<u>\$ 516,787</u>

**RECOMMENDATION:**

Management recommends that the Board of Directors approve the issuance of a contract to Coastal Gunite Construction Company for Cathodic Protection Systems Berths 16 & 17, DPMT in the amount of \$687,498.72.


AC-2022-06-02


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

Attachments: Coastal Gunite Construction Company bid form dated 06/07/2022  
Unofficial Bid Results

**ORIGINATED BY:**

**SUBMITTED FOR APPROVAL**

  
James G. Bennett, PE (Jun 22, 2022 14:50 EDT)  
James Bennett, Sr. Director, Engineering & Construction

  
Lisa Gee (Jun 22, 2022 16:27 EDT)  
Lisa Gee, Director, Procurement Services


**AWARDS COMMITTEE ACTION**

APPROVED

**APPROVED / REJECTED / DEFERRED**

**CONDITIONS OF APPROVAL (IF ANY):**

  
Retta Rogers (Jun 22, 2022 16:29 EDT)  
Retta Rogers, Secretary to Awards Committee

  
Nicholas Primrose (Jun 22, 2022 16:35 EDT)  
Nick Primrose, Chairman to Awards Committee

**CHIEF EXECUTIVE OFFICER ACTION**

APPROVED

**APPROVED / REJECTED / DEFERRED**

**CONDITIONS OF APPROVAL (IF ANY):**

  
Eric B. Green (Jun 22, 2022 16:50 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

**BID FORM**  
**JAXPORT PROJECT NO.: D2022-04**  
**JAXPORT CONTRACT NO.: C-1824**  
**CATHODIC PROTECTION SYSTEMS BERTHS 16 & 17**  
**DAMES POINT MARINE TERMINAL**

**BIDDER'S NAME:** \_\_\_\_\_

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-1824** at the following price:

**Scope of Work:** Furnish all labor, materials, equipment and supervision to install cathodic protection systems on Berths 16 and 17 at the Dames Point Marine Terminal, in accordance with contract specifications and drawings.

ITEM #	ITEM DESCRIPTION	QTY	U/M	UNIT PRICE	EXTENDED PRICE
1	Mobilization & Demobilization	1	LS	N/A	\$ 50,000.00
2	General Conditions	1	LS	N/A	\$ 15,000.00
3	Anodes - 120 Lb. Aluminum Alloy (MATERIAL PRICE ONLY)	472	EA	\$ 370.76	\$ 174,998.72
4	All Installation Work	1	LS	N/A	\$ 362,500.00
5	System Testing	1	LS	N/A	\$ 75,000.00
6	Standby Rate Per Day (per specifications and NOTE below)	4	DAY	\$ 2,500.00	\$ 10,000.00
<b>TOTAL BID</b>					<b>\$ 687,498.72</b>
<b>NOTE:</b> Contractor will have access to at least one berth on five (5) out of seven (7) days each week.					
Contractor shall be entitled to standby starting on the third day that a berth is not available.					

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

**Basis of Award:** The Authority reserves the right to award this contract to the bidder whose price is the lowest based on the **Total Bid (Items 1 - 6)**, subject to the availability of appropriated funds.

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



JAXPORT reserves the right to award this contract to the bidder offering the lowest price consistent with meeting all specifications, terms, conditions, delivery requirements set forth on this bid. No award will be made until all necessary inquiries have been made into the responsibility of the lowest conforming bidder and JAXPORT is satisfied that the

**BID FORM**  
**JAXPORT PROJECT NO.: D2022.04**  
**JAXPORT CONTRACT NO.: C-1824**  
**CATHODIC PROTECTION SYSTEMS BERTHS 16 & 17**  
**DAMES POINT MARINE TERMINAL**

lowest bidder met all the requirements, is qualified and has the necessary organization, capital and resources required to perform the work under the terms and conditions of the contract. JAXPORT reserves the right to accept or reject any or all Bids, in whole or in part.

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

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

Addendum No. 1, Dated: <u>5/10/22</u>	Initials: 
Addendum No. 2, Dated: <u>5/27/22</u>	Initials: 
Addendum No. 3, Dated: _____	Initials: _____
Addendum No. 4, Dated: _____	Initials: _____

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

Coastal Gunite Construction Company

Name of Contractor

AUTHENTICATION (see "Supplemental Instructions to Bidders")

Coastal Gunite Construction Company

Firm

16 Washington Street, Cambridge MD 21613

Business Address	City	State	Zip Code
------------------	------	-------	----------

Mailing Address, if different from above

Authorized Signature	Date Executed
----------------------	---------------

Marcus von der Hofen, Vice President

Typed Name	Title
------------	-------

marcus@coastalgunite.com

E-Mail Address

<u>941-744-5500</u>	<u>941-744-9880</u>
---------------------	---------------------

Telephone Number	Facsimile Number
------------------	------------------

52-1301361

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

**BID OPENING**  
**C-1824 CATHODIC PROTECTION SYSTEMS BERTHS 16 17**  
**BID OPENING DATE: TUES., JUNE 7, 2022 AT 2:00 P.M.**

BIDDERS REQUIREMENTS		COASTAL GUNITE CONSTRUCTION COMPANY		SOUTHERN ROAD & BRIDGE, LLC		UNDERWATER MECHANIX SERVICES LLC	
Item No.	Description	QTY	UoM	Unit Cost	Total Cost	Unit Cost	Total Cost
JPA CONTRACT NO. C-1824 Bid Open Date: June 7, 2022 at 2:00 PM							
	BID BOND			Y		Y	
	COI FORM			Y		Y	
	PEC FORM			Y		Y	
	CCRS FORM			Y		Y	
	BIDDERS MINIMUM REQUIREMENTS			Y		Y	
	E-VERIFY			Y		Y	
	E-BUILDER			Y		Y	
	ADDENDUM NO. 01			Acknowledged		Y	
	ADDENDUM NO. 02			Acknowledged		Y	
<b>BASE BID</b>							
1	Mobilization and Demobilization	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 78,000.00	\$ 78,000.00
2	General Conditions	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
3	Anodes - 120 lb Aluminum Alloy (Material Price Only)	472	EA	\$ 370.76	\$ 174,998.72	\$ 400.00	\$ 188,800.00
4	All Installation Work	1	LS	\$ 362,500.00	\$ 362,500.00	\$ 425,000.00	\$ 425,000.00
5	System Testing	1	LS	\$ 75,000.00	\$ 75,000.00	\$ 65,000.00	\$ 65,000.00
6	Standby Rate Per Day (per specifications and NOTE on BID FORM)	4	DAY	\$ 2,500.00	\$ 10,000.00	\$ 7,000.00	\$ 28,000.00
<b>TOTAL BASE BID (ITEMS 1 - 6)</b>				<b>\$</b>	<b>687,498.72</b>	<b>\$</b>	<b>799,800.00</b>
<b>BID SUMMARY</b>							
<b>Base Bid Total</b>				<b>\$</b>	<b>687,498.72</b>	<b>\$</b>	<b>799,800.00</b>
Recorded By: <u>Savanna Platt</u> <small>SAVANNA PLATT (06/07/2022 13:01 EDT)</small> Witness: <u>Jarvis Gunder</u> <small>JARVIS GUNDER (06/07/2022 13:01 EDT)</small> Witness: <u>Brian Williams</u> <small>BRIAN WILLIAMS (06/07/2022 13:01 EDT)</small>							
<b>APPARENTLY CONFORMING</b>							
Director, Procurement: <u>Lisa Jee</u> <small>LISA JEE (06/07/2022 13:13 EDT)</small>							
<b>REVISED 6/9/2022</b>							



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

AC-2022-06-03  
Reference No.

File

06/22/2022  
Date

**SUBJECT: Terminal Development for SET Phase 1 Building Demolition - BIMT**  
JPA Project No.: B2022.11      JPA Contract No.: C-1830  
Realco Recycling Co., Inc.

**COST: 547,999**

**BUDGETED**

**NON-BUDGETED**

**BACKGROUND:**

This project consists of all labor, materials, equipment, and supervision to demolish and remove the facilities located in the former WWS (Wallenius Wilhelmsen Solutions) area at BIMT. The scope of work includes but is not limited to demolition of the processing building, car wash facility, auto processing facility, propane pad area, equipment foundations, where specified, and utilities. All work must comply with applicable codes, rules and regulations of authorities having jurisdiction.

On May 5, 2022, Procurement Services solicited bids from qualified and licensed contractors, to provide the aforementioned services. On June 9, 2022, Procurement Services received seven (7) conforming bids from Realco Recycling Co., Inc., J. B. Coxwell Contracting, Inc., Combined Industries, LLC, Burkhalter Wrecking, Inc., Pars Construction Services, LLC, and Hager Construction Company and one (1) non-conforming bid from GSD Trading USA, Inc. After review of the conforming bids, it is the recommendation of the Engineering Department to award a contract to Realco Recycling Co., Inc., who offered the lowest, responsive and responsible bid.

**EXPENSE CATEGORY:**

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

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

**FINANCIAL:**

Available Budget (FY21):	\$548,000
Proposed Expense:	<u>\$547,999</u>
Remaining Balance:	<u>\$000,001</u>

**RECOMMENDATION:**

Management recommends that the Board of Directors approve the issuance of a contract to Realco Recycling Co., Inc., for Terminal Development for SET Phase 1 Building Demolition in the amount of \$547,999.

**AC-2022-06-03**

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


Attachments: Realco Recycling Company, Inc., bid form dated 06/09/2022  
Unofficial Bid Results

**ORIGINATED BY:**

**SUBMITTED FOR APPROVAL**

  
James G. Bennett, PE (Jun 22, 2022 14:50 EDT)

James Bennett, Sr. Director, Engineering & Construction

  
Lisa Gee (Jun 22, 2022 16:27 EDT)

Lisa Gee, Director, Procurement Services

**AWARDS COMMITTEE ACTION**

APPROVED

APPROVED / REJECTED / DEFERRED

**CONDITIONS OF APPROVAL (IF ANY):**

  
Retta Rogers (Jun 22, 2022 16:29 EDT)

Retta Rogers, Secretary to Awards Committee

  
Nicholas Primrose (Jun 22, 2022 16:35 EDT)

Nick Primrose, Chairman to Awards Committee

**CHIEF EXECUTIVE OFFICER ACTION**

APPROVED

APPROVED / REJECTED / DEFERRED

**CONDITIONS OF APPROVAL (IF ANY):**

  
Eric B. Green (Jun 22, 2022 16:50 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

**ATTACHMENT NO. 2**

**"REVISED" BID FORM**  
**JAXPORT PROJECT NO.: B2022-11**  
**JAXPORT CONTRACT NO.: C-1830**  
**TERMINAL DEVELOPMENT FOR SET PHASE 1 BUILDING DEMOLITION**  
**BLOUNT ISLAND MARINE TERMINAL**

**BIDDER'S NAME:** Realco Recycling Co Inc

The undersigned hereby proposes to furnish all materials, equipment, labor, and supervision for the above identified project, in accordance with the specifications and drawings for Contract No. **C-1830**, at the following price:

**Scope of Work:** Furnish all labor, materials equipment, incidentals, and supervision necessary to demolish and remove the facilities described in Section 1 (including attached structures), equipment foundations, where specified, and utilities. In accordance with contract specifications and drawings.

ITEM #	ITEM DESCRIPTION	U/M	BID PRICE
1	Mobilization & Demobilization (60%/40%)	LS	\$ 10,000.00
2	General Conditions	LS	\$ 5,000.00
3	Demolition Permits - ALLOWANCE	LS	\$ 70,000.00
4	All Other Contract Work Not Included in Bid Items Nos. 1, 2, and 3 Above	LS	\$ 462,999.00
<b>TOTAL LUMP SUM BID AMOUNT:</b>			<b>\$ 547,999.00</b>

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

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

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

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

**ATTACHMENT NO. 2**

**"REVISED" BID FORM**  
**JAXPORT PROJECT NO.: B2022-11**  
**JAXPORT CONTRACT NO.: C-1830**  
**TERMINAL DEVELOPMENT FOR SET PHASE 1 BUILDING DEMOLITION**  
**BLOUNT ISLAND MARINE TERMINAL**

the contract. JAXPORT reserves the right to accept or reject any or all Bids, in whole or in part.

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

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

Addendum No. 1, Dated: 05/19/22 Initials: JD

Addendum No. 2, Dated: 06/01/22 Initials: JD

Addendum No. 3, Dated: \_\_\_\_\_ Initials: \_\_\_\_\_

Addendum No. 4, Dated: \_\_\_\_\_ Initials: \_\_\_\_\_

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

Jerry Doherty  
 Name of Contractor

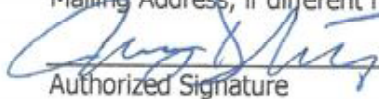
AUTHENTICATION (see "Supplemental Instructions to Bidders")

Realco Recycling Co Inc

Firm

<u>8707 Somers Rd</u>	<u>Jacksonville</u>	<u>FL</u>	<u>32226</u>
Business Address	City	State	Zip Code

Mailing Address, if different from above

	<u>6/8/22</u>
Authorized Signature	Date Executed

<u>Jerry Doherty</u>	<u>Qualifier / Operations Manager</u>
Typed Name	Title

jerry@realcojax.com  
 E-Mail Address

<u>904-757-7311</u>	<u>904-751-6611</u>
Telephone Number	Facsimile Number

<u>59-3021984</u>	<u>CGC055166</u>
Company Federal Tax I.D. No.	Company's Business License No.

**BID OPENING**  
**C-1830 TERMINAL DEVELOPMENT S.E.T. PHASE 1 BUILDING DEMOLITION**  
**BID OPENING DATE: THURS., JUNE 9, 2022 AT 2:00 P.M.**

BIDDERS REQUIREMENTS		REALCO RECYCLING CO., INC.	J.B.-COXWELL CONTRACTING, INC.	COMBINED INDUSTRIES LLC	BURKHALTER WRECKING, INC.	PARS CONSTRUCTION SERVICES LLC	HAGER CONSTRUCTION COMPANY
JPA CONTRACT NO. C-1830							
Bid Open Date: June 9, 2022 at 2:00 PM							
BID BOND		Y	Y	Y	Y	Y	Y
COI FORM		Y	Y	Y	Y	Y	Y
CCRS FORM		Y	Y	Y	Y	Y	Y
PEC FORM		Y	Y	Y	Y	Y	Y
BIDDERS MINIMUM REQUIREMENTS							
E-VERIFY		Y	Y	Y	Y	Y	Y
E-BUILDER		Y	Y	Y	Y	Y	Y
ADDENDUM NO. 01		Y	Y	Y	Y	Y	Y
ADDENDUM NO. 02		Y	Y	Y	Y	Y	Y
<b>LUMP SUM BID</b>							
Item No.	Description	UoM	Bid Price	Bid Price	Bid Price	Bid Price	Bid Price
1	Mobilization and Demobilization (60%/40%)	LS	\$ 10,000.00	\$ 40,000.00	\$ 100,000.00	\$ 23,000.00	\$ 10,000.00
2	General Conditions	LS	\$ 5,000.00	\$ 60,000.00	\$ 295,000.00	\$ 18,500.00	\$ 65,720.00
3	Demolition Permits - ALLOWANCE	LS	\$ 70,000.00	\$ 70,000.00	\$ 70,000.00	\$ 70,000.00	\$ 70,000.00
4	All other Contract Work NOT Included in Bid Items Nos. 1, 2, and 3 Above	LS	\$ 462,999.00	\$ 390,250.00	\$ 100,000.00	\$ 529,300.00	\$ 525,710.00
<b>TOTAL BID AMOUNT:</b>			<b>\$ 547,999.00</b>	<b>\$ 560,250.00</b>	<b>\$ 565,000.00</b>	<b>\$ 640,800.00</b>	<b>\$ 716,962.13</b>
BIDDER QUALIFICATION NOTES:							
Recorded By: <u>Sandra Platt</u> <small>Sandra Platt (Jun 13, 2022 16:16 EDT)</small>							
Witness: <u>Jarrie Gunder</u> <small>Jarrie Gunder (Jun 14, 2022 11:38 EDT)</small>							
Witness: <u>Brian Williams</u> <small>Brian Williams (Jun 14, 2022 11:51 EDT)</small>							
		Manager, Procurement Services: <u>Retta Rogers</u> <small>Retta Rogers (Jun 14, 2022 13:02 EDT)</small>					
		<b>APPARENTLY CONFORMING</b>					

**BID OPENING**  
**C-1830 TERMINAL DEVELOPMENT S.E.T. PHASE 1 BUILDING DEMOLITION**  
**BID OPENING DATE: THURS., JUNE 9, 2022 AT 2:00 P.M.**

BIDDERS REQUIREMENTS		GSD TRADING USA, INC.							
JPA CONTRACT NO. C-1830									
Bid Open Date: June 9, 2022 at 2:00 PM									
BID BOND		N							
COI FORM		Y							
CGRS FORM		Y							
PEC FORM		Y							
BIDDERS MINIMUM REQUIREMENTS									
E-VERIFY		Y							
E-BUILDER		Y							
ADDENDUM NO. 01		Y							
ADDENDUM NO. 02		Y							
LUMP SUM BID									
Item No.	Description	UoM	Bid Price						
1	Mobilization and Demobilization (60%/40%)	LS	\$ 20,000.00						
2	General Conditions	LS	\$ 20,000.00						
3	Demolition Permits - ALLOWANCE	LS	\$ 70,000.00						
4	All other Contract Work Not Included in Bid Items Nos. 1, 2, and 3 Above	LS	\$ 428,000.00						
<b>TOTAL BID AMOUNT:</b>			<b>\$ 538,000.00</b>						
<b>BIDDER QUALIFICATION NOTES:</b>				<b>Bidder failed to submit Bid Bond</b>					
<b>Recorded By:</b> <u>Savika Platt</u> <small>Savika Platt (Jun 14, 2022 11:55 EDT)</small>									
<b>Witness:</b> <u>Jarvis Guader</u> <small>Jarvis Guader (Jun 14, 2022 11:55 EDT)</small>									
<b>Witness:</b> <u>Brian Williams</u> <small>Brian Williams (Jun 14, 2022 11:55 EDT)</small>									
<b>Manager, Procurement Services:</b> <u>Letta Rogers</u> <small>Letta Rogers (Jun 14, 2022 11:55 EDT)</small>									
				<b>NON-CONFORMING</b>					

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

AC-2022-06-04  
Reference No.

File

06/22/2022  
Date

**SUBJECT: Purchase of Four (4) Pre-Assembled Festoon Systems – (Hanjung Crane)**  
**JPA Project No.: Various**                      **JPA Contract No.: EQ-1818R**  
**Conductix Wampfler**  
B2022-13/B2022-14/B2022-15/T2022-06

**COST: \$1,007,998**       **BUDGETED**                       **NON-BUDGETED**

**BACKGROUND:**

JAXPORT’s Hanjung Crane at Talleyrand Marine Terminal and 3 Hanjung cranes at Blount Island Marine Terminal were built in 2000. An engineering report in 2018 indicated the cranes in current condition had a remaining useful life of 10 years.

JAXPORT’s Equipment team has developed a refurbishment program that calls for installation of new gensets, festoons, trolley rails and gantry brakes. The completed refurbishment will add a minimum of 13 additional years to the life of each of the four cranes (Hanjung cranes 8810, 8811, 8841 at Blount Island and 8844 at Talleyrand) and provide JAXPORT with genset replacement, when needed, for our 50-gauge diesel cranes at Talleyrand. The festoons and trolleys will be procured by JAXPORT. The replacement of this equipment is highly technical work requiring specialized equipment. This stage of the refurbishment will be outsourced once all purchased equipment has been delivered to JAXPORT. The expected delivery date is 10 weeks. The gensets will be procured by JAXPORT and installed by JAXPORT team members.

The full cost of the refurbishment for each crane is as follows:

Festoons	\$	
Trolley Rails		43,000
Crane Roll Back		200,000 To be outsourced
Install Trolley Rail		209,000 To be outsourced
Festoon Installation		60,000 To be outsourced
Storm Wheel Gantry Brakes & installation		120,000 To be outsourced
New Gensets for 4 cranes (including freight)		<u>275,000</u>
Total cost for refurbishment		\$1,168,176

Total cost for project to refurbish 4 cranes and purchase two (2) additional gensets \$6,222,704.

The cost for a new crane is      \$13,000,000

The sequence for purchase and installation is as follows:

- Board consideration of Festoon purchase-June 27, 2022
- Board consideration of Genset purchase-June 27, 2022
- Solicitation of Trolley and brake equipment (Board approval not required) January 2022 and June 2022
- Board consideration of vendor to install festoons, trolleys and gantry brakes is anticipated November 2022 after delivery of festoons, trolleys and gantry brakes.

This procurement is for the purchase of four (4) pre-assembled festoon systems for Hanjung Cranes at Talleyrand and Blount Island Marine Terminals. These festoon systems are being procured to replace festoon systems on Hanjung Crane No. 8844 at Talleyrand Marine Terminal and Hanjung Crane Nos. 8810, 8811 and 8841 at Blount Island Marine Terminal.

**AC-2022-06-04**

On May 10, 2022, Procurement Services solicited bids from qualified contractors for this project. On June 15, 2022, Procurement Services received one (1) conforming bid from Conductix Wampfler.

After review of the bid received, it is the consensus of the Equipment Maintenance Department to recommend award to Conductix Wampfler who offered a responsible, responsive and acceptable bid.

**EXPENSE CATEGORY:**

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

This is a budgeted capital expense for FY 22 and will be funded with 100% JPA funds.

**FINANCIAL:**

	B2022-13 Crane #8810	B2022-14 Crane #8811	B2022-15 Crane #8841	T2022-06 Crane #8844
Available Budget:	\$254,718.00	\$252,135.00	\$252,135.00	\$254,719.00
Proposed Expense:	\$252,000.00	\$252,000.00	\$252,000.00	\$252,000.00
Remaining Balance:	\$2,718.00	\$135.00	\$135.00	\$2,719.00

**RECOMMENDATION:**

Management recommends that the Board of Directors approve the issuance of a contract to Conductix Wampfler for the purchase of four (4) pre-assembled festoon systems Hanjung Cranes at TMT and BIMT in the amount of \$1,007,998.



AC-2022-06-04

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: Conductix Wampller Bid Form dated 06/15/2022  
Unofficial Bid Results

**ORIGINATED BY:**

**SUBMITTED FOR APPROVAL**

*brandon blanton*  
brandon blanton (Jun 22, 2022 14:00 EDT)  
Brandon Blanton, Asset Manager, TMT Equipment

*Lisa Gee*  
Lisa Gee (Jun 22, 2022 16:27 EDT)  
Lisa Gee, Director, Procurement Services

**AWARDS COMMITTEE ACTION**

APPROVED

APPROVED / REJECTED / DEFERRED

CONDITIONS OF APPROVAL (IF ANY):

*Retta Rogers*  
Retta Rogers (Jun 22, 2022 16:29 EDT)  
Retta Rogers, Secretary to Awards Committee

*Nicholas Primrose*  
Nicholas Primrose (Jun 22, 2022 16:35 EDT)  
Nick Primrose, Chairman to Awards Committee

**CHIEF EXECUTIVE OFFICER ACTION**

APPROVED

APPROVED / REJECTED / DEFERRED

CONDITIONS OF APPROVAL (IF ANY):

*Eric B. Green*  
Eric B. Green (Jun 22, 2022 16:50 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



**Jacksonville Port Authority**

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

**CAPITAL PURCHASE ORDER**

**VENDOR:** Conductix Wampfler #10787      **CONTRACT NO:** EQ-1818R

**ADDRESS:** PO Box 809090      **REQUESTING DEPT:** Engineering

Chicago, IL 60680      **JAXPORT TELEPHONE:** (904)357-3210

Ariel Cabrera, Market Development Manager      **JAXPORT CONTACT:** Chris Good

**TELEPHONE/FAX:** (402)669-5871      **G/L ACCT. #:** 003.2044.177/178

DESCRIPTION	
Purchase of Four (4) Pre-Assembled Festoon Systems, to include <b>FOB Jacksonville Port Authority, Blount Island Marine Terminal, Attn: Chris Good, 5945 William Mills Street, Jacksonville, FL 32206 (3 each)</b> and <b>FOB Jacksonville Port Authority, Talleyrand Marine Terminal, Attn: Brandon Blanton, 2064 East 11<sup>th</sup> Street, Jacksonville, FL 32206 (1 each)</b> . (See Conductix Wampfler Bid Form dated 06/15/2022).	
<b>TOTAL AMOUNT: \$1,007,998</b> <small>(includes freight)</small>	
<b>CAC APPROVAL:</b> <u>Nicholas Primrose</u> <small>Nicholas Primrose (Jun 22, 2022 16:35 EDT)</small>	<b>AUTHORIZED COST: \$ 1,007,998.00</b>

**REQUESTED BY:** brandon blanton  
brandon blanton (Jun 22, 2022 14:00 EDT)

**ENGINEERING APPROVAL:** James G. Bennett, PE  
James G. Bennett, PE (Jun 22, 2022 14:50 EDT)

**PROCUREMENT APPROVAL:** Lisa Gee  
Lisa Gee (Jun 22, 2022 16:27 EDT)

**CHIEF EXECUTIVE OFFICER:** Eric B. Green  
Eric B. Green (Jun 22, 2022 16:50 EDT)

**ARTICLE III  
BID FORM**

**BIDDER'S NAME:** Conductix, Inc. dba Conductix-Wampfler

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

**Submit prices for the purchase of Four (4) Pre-Assembled Festoon Systems (Hanjung Crane) including all cost associated with delivery, freight, surcharge and any other related charges. All prices to be FOB Blount Island Marine Terminal, Attn: Christopher Good, 5945 William Mills Street, Jacksonville, FL 32226 and FOB Talleyrand Marine Terminal, Attn: Brandon Blanton, 2064 E. 11<sup>th</sup> Street, Jacksonville, FL 32206. Delivery hours are 8:00 AM to 3:00 PM Monday thru Friday. No weekend deliveries allowed. JAXPORT will not pay any transportation insurance and or import charges.**

**Specifications:** Pre-Assembled Festoon Systems (Hanjung Crane) must include trolleys, cables, tow ropes/shock cords, organizers and pre-assembly of (1) complete I-beam festoon system on a shipping frame (ref. 4.09).

<b>PURCHASE OF FOUR (4) PRE-ASSEMBLED FESTOON SYSTEMS (HANJUNG CRANE)</b>					
Item	Description	Estimate Quantity	UOM	Unit Cost	Total Cost
1.	Pre-Assembled Festoon System (Hanjung Crane) <small>(for delivery to Blount Island Marine Terminal, 5945 William Mills Street, Jacksonville, FL 32226)</small>	3	EA	\$ 245,999.61	\$ 737,998.83
2.	Pre-Assembled Festoon System (Hanjung Crane) <small>(for delivery to Talleyrand Marine Terminal, 2064 E. 11<sup>th</sup> Street, Jacksonville, FL 32206)</small>	1	EA	\$ 245,999.61	\$ 245,999.61
3	Shipping & Handling	4	EA	\$	\$ 24,000.00
<b>TOTAL COST ITEMS (1-3)</b>					<b>\$1,007,998.44</b>
<i>Net 30 Terms</i>					

**Manufacturer's Warranty:** *Hardware: 12 months after install or 18 after shipment*  
*Cables: 12 months from shipment*

**Lead Time in Weeks:** 40 Business Weeks

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

**Prices must include all shipping and handling and must remain firm for a period of 15 calendar days from receipt of proposal.**  
*Agree to 15 calendar days of price validity*

**BIDDER'S CERTIFICATION**

**1) Certification and Representations of the Bidder**

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

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

***THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK***

**INVITATION TO BID EQ-1818R  
PURCHASE OF FOUR (4) PRE-ASSEMBLED FESTOON SYSTEMS (HANJUNG CRANE)**

**BIDDER'S ACKNOWLEDGMENT**

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

Date: 6-15-22

Company Name: Conductix-Wampeler

Bidder is a (check one):     Corporation     Partnership     Individual

Authorized Agent's Name: Ariel Cabrera

Authorized Agent's Signature: \_\_\_\_\_

Authorized Agent's Title: Market Development Manager, Container Handling, Americas

Authorized Agent's Email Address: Ariel.Cabrera@conductix.com

Telephone Number: 402-669-5671                      Fax Number: \_\_\_\_\_

Federal Identification Number : 47-0564813

Remittance Address: Conductix, Inc.

~~10102 1st~~ P.O. Box 809090

City: ~~Chicago~~ Chicago                      State: ~~IL~~ IL                      Zip Code: ~~60627~~ 60680-090

**The following items must be submitted with the Bid Form:**

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

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

Prices must include all shipping and handling and must remain firm for a period of 15 calendar days from receipt of proposal.

**BID OPENING**  
**ITB\_EQ-1818R PURCHASE OF FOUR (4) PRE-ASSEMBLED FESTOON SYSTEMS (HANJUNG CRANE)**  
**WEDNESDAY, JUNE 15, 2022 @ 2:00 PM**

<b>Project:</b> EQ-1818R PURCHASE OF FOUR (4) PRE-ASSEMBLED FESTOON SYSTEMS (HANJUNG CRANE)		<b>CONDUCTIX WAMPFLER</b>	
<b>Bid Date:</b> JUNE 15, 2022, 2:00 PM			
<b>COI FORM</b>		Y	
<b>PEC FORM</b>		Y	
<b>E-VERIFY</b>		Y	
<b>BASE BID</b>			
<b>Item</b>	<b>Description</b>	<b>Quantity</b>	<b>UoM</b>
1	Pre-Assembled Festoon System (Hanjung Crane) - BIMT	3	EA
2	Pre-Assembled Festoon System (Hanjung Crane) - TMT	1	EA
3	Shipping & Handling	4	EA
<b>BASE BID TOTAL</b>			
		<b>Unit Cost</b>	<b>Total Cost</b>
		\$245,999.61	\$737,998.83
		\$245,999.61	\$245,999.61
		\$6,000.00	\$24,000.00
		<b>\$1,007,998.44</b>	<b>\$0.00</b>
<b>Bidder Qualification Notes</b>			
<b>Bidder submitted PEC Form from previous ITB EQ-1818</b>			

**Recorded By:** Sandra Platt (Jun 15, 2022 15:46 EDT)

**Witness:** Terrie Gunder (Jun 15, 2022 15:52 EDT)

**Witness:** Brian Williams (Jun 15, 2022 15:54 EDT)

**Manager, Procurement Services:** Retta Rogers (Jun 15, 2022 15:56 EDT)

**APPARENTLY CONFORMING**

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

AC-2022-06-05  
Reference No.

\_\_\_\_\_  
File

06/22/2022  
Date

**SUBJECT: Purchase of Six (6) Caterpillar 3516B Diesel Generator Sets (Used)**  
**JPA Project No.: Various**    **JPA Contract No.: EQ-1818A**  
B2022-13/B2022-14/B2022-15/T2022-06/003.2050.CIPPARTS  
**Power System Services**

**COST: \$1,650,000**       **BUDGETED**     **NON-BUDGETED**

**BACKGROUND:**

JAXPORT's Hanjung Crane at Talleyrand Marine Terminal and 3 Hanjung cranes at Blount Island Marine Terminal were built in 2000. An engineering report in 2018 indicated the cranes in current condition had a remaining useful life of 10 years.

JAXPORT's Equipment team has developed a refurbishment program that calls for installation of new gensets, festoons, trolley rails and gantry brakes. The completed refurbishment will add a minimum of 13 additional years to the life of each of the four cranes (Hanjung cranes 8810, 8811, 8841 at Blount Island and 8844 at Talleyrand) and provide JAXPORT with genset replacement, when needed, for our 50-gauge diesel cranes at Talleyrand. The festoons and trolleys will be procured by JAXPORT. The replacement of this equipment is highly technical work requiring specialized equipment. This stage of the refurbishment will be outsourced once all purchased equipment has been delivered to JAXPORT. The expected delivery date is 10 weeks. The gensets will be procured by JAXPORT and installed by JAXPORT team members.

The full cost of the refurbishment for each crane is as follows:

Festoons	\$	
Trolley Rails		43,000
Crane Roll Back		200,000 To be outsourced
Install Trolley Rail		209,000 To be outsourced
Festoon Installation		60,000 To be outsourced
Storm Wheel Gantry Brakes & installation		120,000 To be outsourced
New Gensets for 4 cranes (including freight)		<u>275,000</u>
Total cost for refurbishment		\$1,168,176

Total cost for project to refurbish 4 cranes and purchase two (2) additional gensets \$6,222,704.

The cost for a new crane is \$13,000,000

The sequence for purchase and installation is as follows:

- Board consideration of Festoon purchase-June 27, 2022
- Board consideration of Genset purchase-June 27, 2022
- Solicitation of Trolley and brake equipment (Board approval not required) January 2022 and June 2022
- Board consideration of vendor to install festoons, trolleys and gantry brakes is anticipated November 2022 after delivery of festoons, trolleys and gantry brakes.

This procurement is for the purchase of six (6) gensets for cranes 8810, 8811, 8841 at Blount Island and 8844 at Talleyrand and provide genset replacements for 50-gauge cranes at Talleyrand.

**AC-2022-06-05**

Through extensive research, JAXPORT has identified six (6) used gensets that are available for purchase at \$275,000 each, including delivery. The vendor is Power System Services (PSS) in Oneonta, Alabama. These gensets were originally purchased by the City of Tacoma as backup generators for a power plant. That project was scuttled and the used units are marketed for resale. These gensets have approximately 900 hours of service and are reported to be in good working condition. The specifications of these gensets meet JAXPORT’s requirements for use on our 50-gauge cranes. Market research results show the cost of a new genset of this type approximates \$1.6 million each. Current market price for similar used gensets is approximately \$500,000 each.

Chris Good, Equipment Manager for Blount Island will travel to Oneonta, Alabama, the current location of the gensets, to fully inspect these gensets to confirm their condition. JAXPORT’s diagnostic computer will be used to assess and test the gensets and their ability to operate under our application.

The total cost of the six new gensets is \$1,650,000.

**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 22 and will be funded with 100% JPA funds.

**FINANCIAL:**

	B2022-13 Crane #8810	B2022-14 Crane #8811	B2022-15 Crane #8841	T2022-06 Crane #8844	003.2050.CIPPARTS Capital Inventory
Available Budget:	\$529,718.00	\$527,135.00	\$527,135.00	\$529,719.00	\$550,000.00
Proposed Expense:	\$275,000.00	\$275,000.00	\$275,000.00	\$275,000.00	\$550,000.00
Remaining Balance:	\$254,718.00	\$252,135.00	\$252,135.00	\$254,719.00	\$0.00

**RECOMMENDATION:**

Management recommends that the Board of Directors approve the issuance of a contract to Power System Services in the amount of \$1,650,000 for the purchase of six (6) Caterpillar 3516B Diesel Generator Sets, subject to satisfactory inspection by JAXPORT official.



AC-2022-06-05

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: Cost Comparison Matrix dated 06/15/2022

**ORIGINATED BY:**

brandon blanton  
brandon blanton (Jun 22, 2022 14:00 EDT)  
Brandon Blanton, Asset Manager, TMT Equipment

**SUBMITTED FOR APPROVAL**

Lisa Gee  
Lisa Gee (Jun 22, 2022 16:27 EDT)  
Lisa Gee, Director, Procurement Services

**AWARDS COMMITTEE ACTION**

APPROVED       APPROVED / REJECTED / DEFERRED

**CONDITIONS OF APPROVAL (IF ANY):**

Retta Rogers  
Retta Rogers (Jun 22, 2022 16:29 EDT)  
Retta Rogers, Secretary to Awards Committee

Nicholas Primrose  
Nicholas Primrose (Jun 22, 2022 16:35 EDT)  
Nick Primrose, Chairman to Awards Committee

**CHIEF EXECUTIVE OFFICER ACTION**

APPROVED       APPROVED / REJECTED / DEFERRED

**CONDITIONS OF APPROVAL (IF ANY):**

Eric B. Green  
Eric B. Green (Jun 22, 2022 16:50 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

## COMPARATIVE ANALYSIS - USED EQUIPMENT PURCHASE

PROJECT G/L NO: 003.2044-177/178  
 CONTRACT NO: EQ-1818A

ITEM NO.	VENDOR NAME	LOCATION	DESCRIPTION	MODEL YEAR	OPERATING HOURS	WARRANTY	PRICE	FREIGHT	TOTAL COST
1	Power System Services	Oneonta, AL	6-Caterpillar 3516B Genset	1998	Below 900	N/A	\$1,620,000	\$ 30,000.00	\$ 1,650,000.00
2	Caterpillar	Deerfield, IL	1-Caterpillar 3516B Genset	2022	TESTING	Factory	\$1,630,000.00	\$ -	\$ 1,630,000.00
3	Integrated Power Systems	North Charleston, SC	3-Caterpillar 3516B Genset	2011, 13, 15	Below 11	N/A	\$1,676,700	\$9,000	\$ 1,685,700.00
4	Hilco Global	Papua, Indonesia	1-Caterpillar 3516B Genset	2001	81150	N/A	\$39,405.00	UNKNOWN	\$39,405.00
5	Mid America Engines	Warrior, AL	1-Caterpillar 3516B Genset	N/A	N/A	N/A	N/A	N/A	N/A

### NOTES

ITEM NO.	PROS	CONS
1	Proper inventory for replacement in six - 50 gauge cranes, Great value because: Low Hours, Direct replacements for existing (no modifications to engine houses), Complete gensets w/ correct generator, Cooling systems are included, Six for the cost of one new	
2	Brand new equipment, warranty	Cost effectiveness, Major modifications to the engine houses, twelve month minimum delivery
3	No modifications to the engine houses, Three for the cost of one new	Cost effectiveness, Only have three available, Availability
4		Out of the country, buyer responsible for all costs associated with everything from removal to install, high hours, only one available
5		Availability

**FINANCIAL ADVANTAGE** (in comparison to purchase of new equipment): We would procure six units for the cost of one new unit

**COMPARATIVE ADVANTAGE** (for specific equipment recommended to be purchased): If we purchase new units we will incur additional costs with the necessary modifications and upgrades to our engine houses.

**AWARD RECOMMENDATION:** Power System Services VENDOR \$1,650,000 AMOUNT

*Christopher Good* Beth McCague  
 REVIEWED & APPROVED BY: Christopher Good (Jun 16, 2022 11:15 EDT) Beth McCague (Jun 16, 2022 14:05 EDT)

**BD2022-06-01**



**SUBMISSION  
FOR  
BOARD APPROVAL**

**SUBJECT: Proposed Operating and Capital Budget for FY2023**

**COST: \$ NA**

**BUDGETED: N/A**

**SOURCE OF FUNDS: NA**

**BACKGROUND:**

The Jacksonville Port Authority (JAXPORT) is required by Section 5 of its Charter to prepare and submit its Annual Budget to the Council of the City of Jacksonville on or before July 1 for the ensuing fiscal year. Senior Management has reviewed the proposed Operating and Capital Budget for the Fiscal Year Ending of September 30, 2023. After Board approval, the proposed budget will be submitted to the Council of the City of Jacksonville in the format requested by the Council Auditors on July 1. It will be formally submitted to the Finance Committee of the City Council in late August and the full Council in late September.

**RECOMMENDATION:**

It is recommended that the Board approve the proposed FYE 2023 Operating and Capital Budget as presented and its submission in the appropriate format to the Finance Committee of the Council of the City of Jacksonville.

**ATTACHMENTS:**

- Board Resolution
- FY 2023 Budget

**BD2022-06-01**



**SUBMISSION  
FOR  
BOARD APPROVAL**

**RECOMMENDED FOR APPROVAL:**

Beth McCague  
Chief Financial Officer

**Signature:** *Beth McCague*  
Beth McCague (Jun 22, 2022 07:30 EDT)  
**Email:** Beth.McCague@jaxport.com

\_\_\_\_\_  
Signature

**SUBMITTED FOR APPROVAL:**

Eric Green  
Chief Executive Officer

**Signature:** *Eric B. Green*  
Eric B. Green (Jun 22, 2022 12:16 EDT)  
**Email:** eric.green@jaxport.com

\_\_\_\_\_  
Signature

**BOARD APPROVAL:**

Meeting Date:

**June 27, 2022**

\_\_\_\_\_  
Rebecca Dicks/Recording Secretary

**ATTEST:**

\_\_\_\_\_  
Bradley S. Talbert, Secretary

\_\_\_\_\_  
Wendy O. Hamilton, Chairwoman

**A RESOLUTION OF THE JACKSONVILLE PORT AUTHORITY APPROVING A PROPOSED OPERATING AND CAPITAL BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2023 DIRECTING THAT SUCH BUDGET BE SUBMITTED TO THE COUNCIL OF THE CITY OF JACKSONVILLE, FLORIDA; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Jacksonville Port Authority (the Authority) has prepared a proposed Operating and Capital Budget for the Fiscal Year Ending September 30, 2023 and,

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

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

**Section 1:** The Authority hereby approves a proposed Operating and Capital Budget for the Fiscal Year Ending September 30, 2023.

**Section 2:** Management is hereby authorized and directed to formally submit the proposed Operating and Capital Budget in the appropriate format to the Council of the City of Jacksonville on or before July 1, 2022.

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

APPROVED AND ADOPTED 27th day of June 2022.

(Official Seal)

JACKSONVILLE PORT AUTHORITY

ATTEST:

\_\_\_\_\_  
Bradley S. Talbert, Secretary

\_\_\_\_\_  
Wendy O. Hamilton, Chairwoman

**JACKSONVILLE PORT AUTHORITY**  
**ANALYSIS OF FY 2022/2023 OPERATING BUDGET**

	2021/2022 ORIGINAL BUDGET	2021/2022 PROJECTED (per JPA)	2022/2023 PROPOSED BUDGET	% Increase (Decrease) of 2022/2023 JPA Budget Over 2021/2022 ORIGINAL		% Increase (Decrease) of 2022/2023 JPA Budget Over 2021/2022 PROJECTED		
<b>OPERATING REVENUES</b>								
Containers	\$ 29,856,732	\$ 29,856,732	\$ 28,474,681	\$ (1,382,051)	-4.63%	\$ (1,382,051)	-4.63%	
Autos	15,220,500	14,714,850	13,867,830	(1,352,670)	-8.89%	(847,020)	-5.76%	
Military	998,133	848,133	700,000	(298,133)	-29.87%	(148,133)	-17.47%	
Break Bulk	4,133,415	5,408,208	5,460,517	1,327,102	32.11%	52,309	0.97%	
Liquid Bulk	1,490,922	1,569,690	1,675,572	184,650	12.38%	105,882	6.75%	
Dry Bulk	2,078,202	2,038,814	2,013,070	(65,132)	-3.13%	(25,744)	-1.26%	
Cruise	1,224,130	2,000,000	3,425,066	2,200,936	179.80%	1,425,066	71.25%	
Other Operating Revenues	2,778,721	3,435,335	3,253,193	474,472	17.08%	(182,142)	-5.30%	
<b>TOTAL OPERATING REVENUES</b>	<b>\$ 57,780,755</b>	<b>\$ 59,871,762</b>	<b>\$ 58,869,929</b>	<b>\$ 1,089,174</b>	<b>1.89%</b>	<b>\$ (1,001,833)</b>	<b>-1.67%</b>	
<b>OPERATING EXPENDITURES</b>								
Salaries	\$ 13,120,191	\$ 12,933,067	\$ 14,832,233	\$ 1,712,042	13.05%	\$ 1,899,166	14.68%	
Employee Benefits	5,913,133	5,822,387	6,644,052	730,919	12.36%	821,665	14.11%	
Services & Supplies	4,948,700	4,818,082	6,884,338	1,935,638	39.11%	2,066,256	42.89%	
Security Services	5,402,169	4,447,042	4,987,040	(415,129)	-7.68%	539,998	12.14%	
Business Travel & Training	576,725	367,399	545,246	(31,479)	-5.46%	177,847	48.41%	
Promotion, Advertising, Dues	734,327	717,180	781,705	47,378	6.45%	64,525	9.00%	
Utility Services	781,944	645,528	805,393	23,449	3.00%	159,865	24.76%	
Repairs & Maintenance Projects	2,077,416	2,036,736	2,371,414	293,998	14.15%	334,678	16.43%	
Crane Maintenance Pass Thru	(450,000)	(396,118)	(760,000)	(310,000)	68.89%	(363,882)	91.86%	
Berth Maintenance Dredging	5,335,165	5,335,165	5,000,815	(334,350)	-6.27%	(334,350)	-6.27%	
Miscellaneous	163,115	109,108	176,503	13,388	8.21%	67,395	61.77%	
<b>TOTAL OPERATING EXPENDITURES</b>	<b>\$ 38,602,885</b>	<b>\$ 36,835,576</b>	<b>\$ 42,268,739</b>	<b>\$ 3,665,854</b>	<b>9.50%</b>	<b>\$ 5,433,163</b>	<b>14.75%</b>	
<b>OPERATING INCOME</b>	<b>\$ 19,177,870</b>	<b>\$ 23,036,186</b>	<b>\$ 16,601,190</b>	<b>\$ (2,576,680)</b>	<b>-13.44%</b>	<b>\$ (6,434,996)</b>	<b>-27.93%</b>	
<b>NON-OPERATING REVENUES/(EXPENSES)</b>								
Debt Service	\$ (16,827,725)	\$ (18,409,956)	\$ (15,679,678)	\$ 1,148,047	-6.82%	\$ 2,730,278	-14.83%	
Investment Income	8,688	15,582	300,000	291,312	3353.04%	284,418	1825.30%	
Shared Revenue from Primary Govt	9,642,191	9,760,670	9,589,608	(52,583)	-0.55%	(171,062)	-1.75%	
Crane Relo/Demo	-	-	(1,050,000)	(1,050,000)	100.00%	(1,050,000)	N/A	
Operating Grant	73,440	36,720	73,440	-	-	36,720	-	
Other Revenue	8,500	3,604	8,500	-	0.00%	4,896	135.85%	
Other Expense	(3,360)	(13,902)	(3,360)	-	0.00%	10,542	-75.83%	
<b>NET INCOME BEFORE CAPITAL CONTRIBUTION AND CONTINGENCY</b>	<b>\$ 12,079,604</b>	<b>\$ 14,428,904</b>	<b>\$ 9,839,700</b>	<b>\$ (2,239,904)</b>	<b>-18.54%</b>	<b>\$ (4,589,204)</b>	<b>-31.81%</b>	
<b>TRANSFER TO OPERATING CAPITAL OUTLAY</b>	<b>\$ (12,079,604)</b>	<b>\$ (14,428,904)</b>	<b>\$ (9,839,700)</b>	<b>2,239,904</b>	<b>-18.54%</b>	<b>4,589,204</b>	<b>-31.81%</b>	

## Jacksonville Port Authority

### Proposed Capital Projects FY23

Proposed Capital Projects FY23											
Location	Description	TOTAL	STATE	FEDERAL	TENANT CONTRIBUTION	OTHER/LOCAL	JPA DESIGNATED FUNDS	JPA OPERATING FUNDS	JPA CASH RESERVE	JPA FINANCING (BUDGET)	
Blount Island	Container Terminal Upgrades	\$ 55,000,000			14,549,892	40,450,108					
	Breasting Dolphin - Berth 22 - Design & Construction	\$ 6,068,000	3,801,000				2,267,000				
	Intersection Improvements @ Wm Mills/Dave Rawls (WB rt Turn slip, SSA queue, DR Left)	\$ 1,250,000	625,000							625,000	
	Warehouse #1 Rehab/Upgrades	\$ 250,000								250,000	
	Gitmo Building Upgrades	\$ 200,000	100,000							100,000	
	Stormwater Pond Outfall Upgrades for Tenants	\$ 40,000								40,000	
	Construct Equipment Was Facility adjacent to Crane Watch Bldg	\$ 150,000	75,000							75,000	
	HVAC Upgrades at ACC	\$ 45,000								45,000	
	Install Rail Gates at Crossings (CNST) - 2 Locations (Berth 20 & Dave Rawls)	\$ 900,000	450,000							450,000	
	Tenant Asphalt Facility Rehab	\$ 450,000	225,000							225,000	
	HVAC Upgrades at BIMT Maintenance	\$ 65,000								65,000	
	Upgrade lanes 7 & 8 concrete pads @ Interchange	\$ 30,000	15,000							15,000	
	Tenant Roof Repairs	\$ 105,000								105,000	
	Berth 32 Power Pit Drainage Upgrade	\$ 50,000								50,000	
	Hanjung Crane #8810 Upgrades	\$ 909,500						909,500			
	Hanjung Crane #8811 Upgrades	\$ 720,000						720,000			
	Hanjung Crane #8841 Upgrades	\$ 884,500						884,500			
	Auto Processing Facility Development	\$ 45,000,000	16,500,000			28,500,000					
	CFS Upgrades	\$ 75,000								75,000	
	BIMT Equipment Facility/Shelter	\$ 750,000								750,000	
T Berth Construction @ Berth 20 (Design)	\$ 1,250,000	937,500							312,500		
<b>Total Blount Island</b>		<b>\$ 114,192,000</b>	<b>\$ 22,728,500</b>	<b>\$ 14,549,892</b>	<b>\$ 68,950,108</b>		<b>\$ 2,267,000</b>	<b>\$ 2,514,000</b>	<b>\$ 3,182,500</b>	<b>\$ -</b>	
Dames Point	CBP PHYSEC Upgrades	\$ 500,000								500,000	
	Asphalt Rehab Tenant	\$ 100,000								100,000	
	Slope Protection between Cruise Terminal & Tenant (Design & Construction)	\$ 1,750,000	515,000							1,235,000	
	Water Main Loop Connection	\$ 75,000								75,000	
	Cruise Terminal Entrance Enhancements	\$ 200,000								200,000	
	Cruise Terminal Canopy Upgrades/Enhancement	\$ 250,000								250,000	
	Berth 16 & 17 Cathodic Protection Design & Construction	\$ 1,000,000								1,000,000	
	<b>Total Dames Point</b>		<b>\$ 3,875,000</b>	<b>\$ 515,000</b>	<b>\$ -</b>	<b>\$ -</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ 3,360,000</b>	<b>\$ -</b>
Talleyrand	Tenant Warehouse Rehab - ROOF only	\$ 500,000	250,000							250,000	
	Westrock Property Development PH 1 Site Development (Design & Construction)	\$ 3,235,000	1,617,500				1,617,500				
	Westrock Property Development PH 1 (Warehouse Development)	\$ 35,000,000								35,000,000	
	Warehouse #1 Canopies & Expansion	\$ 5,000,000					5,000,000				
	Rehabilitate Under Deck Concrete	\$ 1,000,000	750,000							250,000	
	Pile, Cap and Beam Rehab TMT-Berth 5 - (Cleaning, Design, Construction)	\$ 1,000,000	750,000							250,000	
	Resurface Leased Areas - TMT	\$ 300,000	150,000							150,000	
	Storm Drain Repair	\$ 25,000								2,122	
	Upgrade Phase C Lift station	\$ 75,000						22,878		75,000	
	Upgrade & raise storm drain Tenant Parking lot	\$ 10,000								10,000	
	Upgrade NE corner WH1 (ILA Restrooms)	\$ 35,000								35,000	
	Upgrade Fenceline from Main Gate to PCOB	\$ 40,000								40,000	
	Lighting - West End of Duffer Yard	\$ 50,000								50,000	
	Hanjung Crane #8844 Upgrades	\$ 974,500						974,500			
	Fender Replacement (Concepts/Options)	\$ 50,000								50,000	
	(1) Pin locations for Cranes	\$ 125,000								125,000	
	<b>Total Talleyrand</b>		<b>\$ 47,419,500</b>	<b>\$ 3,517,500</b>	<b>\$ -</b>	<b>\$ -</b>		<b>\$ 6,617,500</b>	<b>\$ 997,378</b>	<b>\$ 1,287,122</b>	<b>\$ 35,000,000</b>
	General Port Related	Upland Dredge Material Management Area Construction Buck B - Phase 2	\$ 700,000								700,000
Misc Land Acquisition		\$ 4,000,000								4,000,000	
Strategic Master Plan Update		\$ 100,000									
Power Lines		\$ 30,000,000				30,000,000					
Jaxport PIDP Project		\$ 47,036,000								500,000	
Upland Dredge Material Mgmt Area-Bartram Island-"C"-Construction		\$ 6,000,000					4,831,724	1,168,276			
PCOB Renovations		\$ 650,000								650,000	
Capitalize In-House Engineering Services		\$ 400,000								400,000	
PSGP Rd 20 Security Grant		\$ 1,127,489		845,617						281,872	
PSGP Rd 21 Security Grant		\$ 1,633,349		1,225,012						408,337	
PSGP Rd 22 Security Grant		\$ 250,000			187,500					62,500	
FSTED 19 Security Grant		\$ 40,224	30,168							10,056	
FSTED 20 Security Grant		\$ 134,120	100,590							33,530	
FSTED 22 Security Grant		\$ 120,000	90,000							30,000	
FSTED 23 Security Grant		\$ 65,000	48,750							16,250	
FireHouse Subs Public Safety Grant		\$ 25,000					25,000				
Buck Island Access Road Bridge (Concept Development)		\$ 300,000								300,000	
<b>Total General Port Related</b>			<b>\$ 92,581,182</b>	<b>\$ 269,508</b>	<b>\$ 25,776,129</b>	<b>\$ 23,018,000</b>	<b>\$ 30,025,000</b>	<b>\$ 4,831,724</b>	<b>\$ 3,160,822</b>	<b>\$ 1,000,000</b>	<b>\$ 4,500,000</b>

## Jacksonville Port Authority

### Proposed Capital Projects FY23

Proposed Capital Projects FY23											
Location	Description	TOTAL	STATE	FEDERAL	TENANT CONTRIBUTION	OTHER/LOCAL	JPA DESIGNATED FUNDS	JPA OPERATING FUNDS	JPA CASH RESERVE	JPA FINANCING (BUDGET)	
<b>Other Capital</b>	<b>BLOUNT ISLAND</b>										
	ZPMC Crane #10776 HVAC upgrade/replacements	\$ 25,000			25,000						
	ZPMC Crane #10777 HVAC upgrade/replacements	\$ 25,000			25,000						
	ZPMC Crane #10778 HVAC upgrade/replacements	\$ 25,000			25,000						
	New Excavator									-	
	Kubota Excavator	\$ 66,600								66,600	
	Rockdrill Hammer	\$ 5,200								5,200	
	Paladin Brush Cutter	\$ 11,200								11,200	
	Trailer	\$ 10,000								10,000	
	Bromma Speedloader leg replacements (Asset 9369)	\$ 36,000								36,000	
	Bromma Speedloader leg replacements (Asset 10783)	\$ 36,000								36,000	
	200 KW Standby genset engine replacement (QTY1)	\$ 18,500								18,500	
	New 60' Bucket Truck	\$ 275,000								275,000	
	HANJUN Gantry Motor Replacement (QTY 1) - INVENTORY	\$ 30,000								30,000	
	HANJUN Trolley Motor Replacement (QTY 2) - INVENTORY	\$ 60,000								60,000	
	Berth Fender Upgrades	\$ 22,000								22,000	
	Marque Sign at BIMT Entrance	\$ 75,000								75,000	
	<b>DAMES POINT</b>										-
	Cruise Terminal Fender Maintenance	\$ 22,000									22,000
	HVAC Embark (units, ducts, controls, etc) (QTY 2)	\$ 200,000									200,000
	<b>TALLEYRAND</b>										-
	ZPMC Crane #10486										-
	Trolley rail clip and bolt replacement	\$ 40,000									40,000
	Catenary side roller shaft and bearing replacement	\$ 15,000									15,000
	ZPMC Crane #10487										-
	Trolley rail clip and bolt replacement	\$ 40,000									40,000
	Catenary side roller shaft and bearing replacement	\$ 15,000									15,000
	Boom Cable	\$ 40,000									40,000
	Impsa Crane #7381										-
	Drive room AC replacement	\$ 13,000									13,000
	Elevator safety devices	\$ 12,000									12,000
	Resistor grid replacements	\$ 61,000									61,000
	Impsa Crane #7382										-
	Drive room AC replacement	\$ 13,000									13,000
	Elevator safety devices	\$ 12,000									12,000
	Resistor grid replacements	\$ 61,000									61,000
	Elevator safety device 1516 IHL	\$ 13,000									13,000
	John Deere Tractor (40 - 60 hp with front end loader)	\$ 35,000									35,000
	Backup Generator & Transfer switch North Gate	\$ 75,000									75,000
	<b>SECURITY/SECURITY OPERATIONS CENTER</b>										-
	SOC HVAC replacement	\$ 40,000									40,000
	SOC Parking Lot repair	\$ 25,000									25,000
	SOC Improvements (Paint/Carpet/Tile/Lighting)	\$ 30,000									30,000
	SOC Electric Trailer Tug	\$ 8,500									8,500
	Drone Replacement (2)	\$ 40,000									40,000
	SOC Server Room HVAC replacement (2) Units	\$ 15,000									15,000
	<b>PCOB</b>										-
	Vehicle Purchases for all Terminals	\$ 750,000									750,000
	Replace Tour Bus	\$ 125,000									125,000
	Portwide signage upgrade	\$ 100,000									100,000
	SOC Report Writing Software	\$ 125,000									125,000
	IT Hardware/Software Upgrades	\$ 84,000									84,000
	PCOB Cooling Tower	\$ 30,000									30,000
	KleinPort PortControl Enhancements	\$ 12,500									12,500
	Maximo Upgrades	\$ 25,000									25,000
	Phone System Upgrade	\$ 50,000									50,000
	BI AAC Upgrade	\$ 25,000									25,000
	Crane Operating Technology Switch Upgrade (All cranes and one spare) - equipment purchase	\$ 60,000									60,000
	Fuel System Upgrade - Replace fuel master (TMT and BIMT) - Equipment, Software, Service	\$ 75,000									75,000
	Private Cellular Communications Network	\$ 150,000									150,000
	Upgrade 6 existing CCTV cabinets (3 at TMT, 3 at BIMT)	\$ 40,000									40,000
	PCOB 3rd Floor top-of-rack switch upgrade and 2nd fl NVR move	\$ 45,000									45,000
	<b>Total Other Capital</b>		\$ 3,242,500	\$ -	\$ -	\$ 75,000	\$ -	\$ -	\$ 3,167,500	\$ -	\$ -
	<b>TOTAL CAPITAL PROJECTS</b>		\$ 261,310,182	\$ 27,030,508	\$ 40,326,021	\$ 92,043,108	\$ 30,025,000	\$ 13,716,224	\$ 9,839,700	\$ 8,829,622	\$ 39,500,000



**BD2022-06-02**



## **SUBMISSION FOR BOARD APPROVAL**

**SUBJECT: Memorandum of Agreement with JEA**

**COST: N/A**

**BUDGETED: N/A**

### **BACKGROUND:**

Directly East of the Blount Island Marine Terminal are six (6) aerial high-voltage electric transmission lines (Fulton Cut Crossing) owned by JEA that cross the St. Johns River. These transmission lines currently create an air draft restriction of 175 feet for vessels traveling to Blount Island. In 2021, an U.S. Army Engineer Research and Development Center (ERDC) simulation study revealed that while a 14,000 TEU vessel could safely navigate the newly deepened harbor, it would need an operational air draft of 197 feet. JAXPORT has been in discussions with JEA in a joint-effort to raise the powerlines to create maximum economic use of the St. Johns River.

### **STATUS:**

JEA recently completed an updated study on raising the transmission lines. On June 2, 2022, JAXPORT met with JEA and the United States Army Corps of Engineers to discuss the updated study and next steps in raising the transmission lines. JEA committed to raising the transmission lines at no cost to JEA. JAXPORT agreed to secure 100% funding for the project. JAXPORT and JEA agreed to memorialize the commitment to raising the powerlines in a cooperative manner with a tentative schedule of completion.

**RECOMMENDATION:** Staff recommends that the Board of Directors:

1. Authorize the Chief Executive Officer, or his designee, to execute the Memorandum of Agreement between Jacksonville Port Authority and JEA.

**BD2022-06-02**



# SUBMISSION FOR BOARD APPROVAL

**ATTACHMENT:**

- 1. Memorandum of Agreement

**RECOMMENDED FOR APPROVAL:**

Nick Primrose  
Chief, Regulatory Compliance

Signature: Nicholas Primrose  
Nicholas Primrose (Jun 22, 2022 09:48 EDT)  
Email: nicholas.primrose@jaxport.com

\_\_\_\_\_  
Signature and Date

**SUBMITTED FOR APPROVAL:**

Eric Green  
CEO

Signature: Eric B. Green  
Eric B. Green (Jun 22, 2022 09:54 EDT)  
Email: eric.green@jaxport.com

\_\_\_\_\_  
Signature and Date

**BOARD APPROVAL:**

June 27, 2022  
Meeting Date

\_\_\_\_\_  
Rebecca Dicks/Recording Secretary

**ATTEST:**

\_\_\_\_\_  
Bradley S. Talbert, Secretary

\_\_\_\_\_  
Wendy O. Hamilton, Chairwoman

**MEMORANDUM OF AGREEMENT  
BETWEEN  
JACKSONVILLE PORT AUTHORITY AND JEA**

This **Memorandum of Agreement** (this “MOA”) is made on this \_\_\_ day of June, 2022, by and between the Jacksonville Port Authority (“JAXPORT”), an independent agency of the City of Jacksonville (City) and political subdivision of the State of Florida, located at 2831 Talleyrand Avenue, Jacksonville, FL 32206, and JEA (“JEA”), an independent agency of the City, located at 21 West Church Street, Jacksonville, FL 32202-3139 (together, “the Parties”).

**WHEREAS**, JAXPORT, a body politic created under chapter 2001-319, Laws of Florida, as amended, is charged with operating, managing, and controlling the publicly owned seaport and ancillary facilities situated within the geographic boundaries of the City; and

**WHEREAS**, JEA, a body politic and corporate created under chapter 78-538, Laws of Florida, as amended, and Article 21 of the City Charter, is vested with plenary authority to own, manage and operate electric, water, wastewater, natural gas, and other utility systems situated within and without the City in accordance with Article 21; and

**WHEREAS**, in 2014, the United States Army Corps of Engineers (USACE), in coordination with JAXPORT, initiated the Jacksonville Harbor Deepening Project (Project) to deepen the Jacksonville shipping channel from its then current depth of 40 feet to a depth of 47 feet and to construction of a vessel turning basin; and

**WHEREAS**, in sum, the Project provides access for deep draft vessel traffic transiting the Suez and Panama canals as those vessels deliver cargo to JAXPORT terminals; and

**WHEREAS**, completion of the Project positions JAXPORT as the first United States East Coast port of call for new Panamax class vessels and facilitates JAXPORT’s ability to continue to grow as well as to create jobs and economic opportunities, both locally and throughout the State of Florida; and

**WHEREAS**, pursuant to a permit (the “Permit”) issued by the USACE in February 1965, and again in 1968, JEA owns and operates six (6) aerial high-voltage electric transmission lines that cross the St. Johns River at the Fulton Cut Crossing, situated near Blount Island; and

**WHEREAS**, the transmission lines are currently carried by three (3) double circuit lattice towers located on each side of the water crossing; and

**WHEREAS**, JAXPORT has identified that increasing the height of JEA’s transmission lines will improve conditions for the size and types of ships anticipated to traverse the water crossing, thereby maximizing the Project’s economic impact, and allowing for expanded navigation; and

**WHEREAS**, in response, JEA completed a study to develop front end engineering to assess capacity of the transmission lines, determine feasibility, and design concepts to replace the existing lattice towers in a manner that will provide JEA operations the reliable and resilient

transmission infrastructure needed in the area to support additional wire clearance to the water crossing (Tower Replacement Project); and

**WHEREAS**, the Parties mutually seek to continue their cooperative relationship for the benefit of the City and its citizens by working collaboratively to maximize the Project’s economic impact and allow for expanded navigation; and

**WHEREAS**, to that end, the Parties desire to enter into this MOA to memorialize their commitment to completion of the Tower Replacement Project, with the understanding of entering into a subsequent agreement, more specifically outlining respective duties and obligations as development and design of the Tower Replacement Project progresses.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, the sufficiency of which is hereby acknowledged, JAXPORT and JEA agree as follows:

- 1. Incorporation of Recitals.** The Recitals set forth above are hereby incorporated into this MOA and adopted as findings of fact.
- 2. Intent of the Parties.** In order to improve conditions for the size and types of ships anticipated to traverse the water crossing, allow for expanded navigation, and maximize the Project’s economic impact, it is the intent of the Parties that JEA shall undertake all work required for design, permitting, and construction of the Tower Replacement Project, and that JAXPORT shall, subject to available funding, undertake funding for all costs associated with completion of the work. The Parties hereby enter into this MOA to memorialize their respective commitment to collaboratively complete the Tower Replacement Project and enter into a subsequent mutually agreed upon binding interlocal agreement regarding the Tower Replacement Project (the “Interlocal Agreement”). The Interlocal Agreement will detail the Parties’ respective duties and obligations regarding the Tower Replacement Project, including, procurement, performance, completion schedule(s), permitting, funding, costs, payment, indemnification, and other material duties, obligations, and terms associated with completion of the project. The Interlocal Agreement will be subject to the approval of the Parties’ respective governing bodies.
- 3. Tentative Schedule for Completion of Work.** JEA agrees to complete the Tower Replacement Project in various phases, spanning over multiple fiscal years, using its best efforts to adhere to the following tentative schedule, as may be amended by the Parties in the Interlocal Agreement:

<b>Fiscal Year</b>	<b>Description of Work</b>	<b>Estimated Cost</b>
2022	Procure Engineering Services, Site Investigation	\$ 350,000
2023	Project Design, Permitting	\$ 750,000
2024	Procure Construction Services and begin construction of Tower Foundations	\$ 32,000,000
2025	Tower Construction, Installation of Conductors	\$ 6,000,000
2026	Complete Construction, Site Restoration	\$ 3,000,000

- 4. Funding.** Subject to available funding and the Parties executing the Interlocal Agreement, JAXPORT agrees to fund all activities by JEA necessary to complete the Tower Replacement Project. Accordingly, JAXPORT intends to identify available funding sources and provide sufficient funding to JEA for completion of the Tower Replacement Project. JAXPORT’s payment of Tower Replacement Project costs shall be set forth in the Interlocal Agreement and may be made in periodic lump sums over multiple fiscal years based upon the tentative schedule for completion of the work provided above. All other payment terms, including any funding contributions to the Tower Replacement Project from JEA, shall be set forth in the Interlocal Agreement. While JEA will endeavor to limit costs associated with completion of the Project, the Parties acknowledge that claims and other unforeseen circumstances may affect the costs associated with the Tower Replacement Project. The Parties shall consult in determining how to proceed in the event that the actual costs exceed the amount tentatively proposed for the Project. Notwithstanding any provision contained herein, JEA’s obligation to complete the Tower Replacement Project is contingent upon JAXPORT’s obligation to provide full funding.
- 5. Collaborated Efforts.** To the greatest extent possible, the Parties shall work collaboratively in completion of the Project. JAXPORT shall participate in JEA’s procurement of engineering services by providing at least one (1) representative to review and evaluate potential vendors. At its discretion, JAXPORT shall further provide at least one representative to participate in all meetings, conference calls, hearings, and discussions regarding the development, design, and construction of the Tower Replacement Project.
- 6. Periodic Meetings.** For the duration of this MOA, the Parties shall meet at least quarterly at mutually convenient times to review and discuss progress of the Tower Replacement Project work. Such meetings may be cancelled upon prior mutual consent by the Parties.
- 7. Commencement of Work.** Unless otherwise agreed to by the Parties or set forth in the Interlocal Agreement, JEA shall not commence any Tower Replacement Project work until all local, state, and federal requirements imposed by any applicable law, rule, regulation, or directive have been met.
- 8. Notice.** Any notice, request, demand, or other communication required or permitted to be given under this MOA shall be deemed to have been duly given if in writing and delivered personally, by electronic mail, or by registered or certified mail, with return receipt, as follows:

If to JAXPORT:

Nick Primrose  
Chief of Regulatory Compliance  
2831 Talleyrand Avenue  
Jacksonville FL 32206  
[nicholas.primrose@jaxport.com](mailto:nicholas.primrose@jaxport.com)  
Phone: (904) 357-3132

If to JEA:

Jody L. Brooks  
Chief Administrative Office  
21 West Church Street  
Jacksonville, FL 32202  
[broojl@jea.com](mailto:broojl@jea.com)  
Phone: (904) 665-6384

With copies to:

Lawsikia J. Hodges  
Deputy General Counsel  
Office of General Counsel  
117 W. Duval Street, Suite 480  
Jacksonville, FL 32202  
[LHodges@coj.net](mailto:LHodges@coj.net)  
Phone: (904) 255-5100

Harry M. Wilson, IV  
Assistant General Counsel  
Office of General Counsel  
117 W. Duval Street, Suite 480  
Jacksonville, FL 32202  
[RMWilson@coj.net](mailto:RMWilson@coj.net)  
Phone: (904) 255-5100

With copies to:

Regina D. Ross  
Chief Legal Officer  
21 West Church Street  
Jacksonville, FL 32202  
[rossrd@jea.com](mailto:rossrd@jea.com)  
Phone: (904) 665-6844

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

**11. Term.** Unless extended or earlier terminated in a manner or method described herein, the term of this MOA shall be effective beginning on August 1, 2022 (Effective Date) and shall continue through and until the Parties execute the Interlocal Agreement, providing for completion of the Tower Replacement Project.

**A.** The term of this MOA may be extended upon mutual, written consent by the Parties. Extension of this MOA shall be in the form of an amendment and shall be executed by duly authorized representatives of each Party.

**B.** The term of this MOA may be earlier terminated upon mutual written consent by the Parties. Such consent shall be executed by duly authorized representatives of each Party.

**12. Time is of the Essence.** The Parties intent is to enter into the Interlocal Agreement as soon as feasibly practicable.

**13. Entire Agreement and Amendment; Non-binding Agreement.** This MOA contains the entire understanding between the Parties regarding the Tower Replacement Project. This MOA may be modified or amended only by written, mutual agreement of the Parties. This MOA is intended to be and will be construed only as a non-binding agreement summarizing and evidencing the Parties intent to enter into the Interlocal Agreement. The respective rights of JEA and JPA will be defined in the Interlocal Agreement, into which this MOU will merge.

All obligations of the Parties are expressly contingent upon and subject to the Parties' execution of the Interlocal Agreement.

**14. Execution in Counterparts.** This MOA may be executed electronically and in one or more counterparts all of which when taken together shall be considered one and the same agreement.

**15. Authority to Execute.** Each party covenants to the other party that it has the lawful authority to enter into this MOA and has authorized the execution of this MOA by the undersigned.

[The remainder of this page was intentionally left blank by the Parties.]

IN WITNESS WHEREOF, the Parties hereto have caused the executed this MOA, which shall become effective upon the date that it is signed by both Parties.

**JACKSONVILLE PORT AUTHORITY**

**JEA**

By: \_\_\_\_\_  
Eric B. Green  
Chief Executive Officer

By: \_\_\_\_\_  
Jay Stowe  
Chief Executive Officer/Managing Director

**FORM APPROVED (AS TO JAXPORT)**

**FORM APPROVED (AS TO JEA)**

By: \_\_\_\_\_  
Office of General Counsel

By: \_\_\_\_\_  
Regina D. Ross  
Chief Legal Officer





**SUBMISSION  
FOR  
BOARD APPROVAL**

**SUBJECT: Trailer Bridge Renewal of Lease on Blount Island**

**COST: NA**

**BUDGETED: NA**

**BACKGROUND:** Trailer Bridge is one of JAXPORT's major carriers with regular service between the United States and Puerto Rico. Trailer Bridge began operating at the Blount Island Marine Terminal in 1991. In 2013, JAXPORT and Trailer Bridge entered into a ten (10) year Lease Agreement which expires in October 2023. Historically, Trailer Bridge has generated approximately \$2.5 million per year and is a top ten revenue generating customer for JAXPORT.

**STATUS:** JAXPORT has successfully negotiated a renewal agreement with Trailer Bridge. The term and contractual rates and charges within the Agreement have been reviewed and approved by JAXPORT's Executive Team and the Office of General Counsel.

The term of the Agreement is eighteen (18) years with an effective date of November 2023 through January 2041 and parallels the agreement that Trailer Bridge has in Puerto Rico. The new lease includes 33.9 acres and calls for a minimum annual guarantee of 500,000 short tons per year. JAXPORT will generate approximately \$62 million dollars over the life of this agreement.

**RECOMMENDATION:** Management recommends that the Board approve the renewal Facilities Lease Agreement and authorize its Chief Executive Officer or his designee to execute the Agreement.

**BD2022-06-03**



**ATTACHMENT:** Lease Amendment

**RECOMMENDED FOR APPROVAL:**

Linda Williams  
Chief, Administration & Corp. Performance

**Signature:** *Linda Williams*  
Linda Williams (Jun 22, 2022 13:41 EDT)  
**Email:** linda.williams@jaxport.com

\_\_\_\_\_  
Signature and Date

**SUBMITTED FOR APPROVAL:**

Eric Green  
Chief Executive Officer

**Signature:** *Eric B. Green*  
Eric B. Green (Jun 22, 2022 15:11 EDT)  
**Email:** eric.green@jaxport.com

\_\_\_\_\_  
Signature and Date

**BOARD APPROVAL:**

June 27, 2022  
Meeting Date

\_\_\_\_\_  
Rebecca Dicks/Recording Secretary

**ATTEST:**

\_\_\_\_\_  
Bradley S. Talbert, Secretary

\_\_\_\_\_  
Wendy O. Hamilton, Chairwoman

**Facilities Lease Agreement**

**by and between**

**Jacksonville Port Authority**

**and**

**Trailer Bridge, Inc.**

**Facilities Lease Agreement**

Article 1. DEFINITIONS..... 1

1.1 Defined Terms..... 1

1.2 Rules of Construction..... 4

Article 2. GRANT OF PREMISES..... 4

Article 3. TERM OF AGREEMENT..... 4

3.1 Term..... 4

3.2 Hold Over Period..... 4

Article 4. USE OF PREMISES..... 5

4.1 Use..... 5

4.2 Representation..... 6

Article 5. APPURTENANT RIGHTS..... 6

5.1 Access to Premises..... 6

5.2 Common Use..... 7

Article 6. FEES AND CHARGES..... 7

6.1 Premises Rental Fee..... 7

6.2 Throughput Fees..... 8

6.3 Record Keeping and Reports..... 8

6.4 Security Fees..... 9

6.5 Other Fees and Charges..... 9

6.6 Delinquent Fees..... 9

6.7 Books of Account and Auditing..... 9

6.8 Payment of Fees..... 10

6.9 Net Lease..... 10

Article 7. UTILITIES AND OTHER SERVICES..... 10

7.1 Utility Charges..... 10

7.2 Utility Line Easements..... 10

Article 8. TAXES AND ASSESSMENTS..... 11

8.1 Payment of Taxes and Assessments..... 11

Article 9. INDEMNIFICATION..... 11

9.1 Indemnification/Hold Harmless of the Authority..... 11

9.2 Environmental Indemnification..... 12

Article 10. INSURANCE..... 13

10.1 Procurement and Maintenance of Insurance..... 13

10.2 Review and Adjustment of Insurance..... 14

10.3 Authority’s Insurance..... 14

10.4 Damage or Destruction..... 14

Article 11. RELOCATION OF LESSEE..... 15

Article 12. MAINTENANCE REPAIRS, AND SAFETY INSPECTIONS..... 15

12.1 Maintenance and Repairs..... 15

12.2 Authority’s Inspection and Entry Rights Relating To Maintenance and Repairs..... 15

12.3 Effect of Entry..... 16

12.4 Safety Inspection..... 16

Article 13. ALTERATIONS AND IMPROVEMENTS..... 17

13.1 Consent Required..... 17

13.2 Indemnification..... 17

13.3	<u>“As Builts” to be Provided</u> .....	17
Article 14.	<u>ASSIGNMENT, SUBLETTING AND TRANSFER</u> .....	17
Article 15.	<u>NO INDIVIDUAL LIABILITY</u> .....	18
Article 16.	<u>LAWS, ORDINANCES, RULES AND REGULATIONS TO BE OBSERVED</u> .....	18
16.1	<u>Unauthorized Use</u> .....	18
16.2	<u>Unlawful or Hazardous Use Prohibited</u> .....	18
16.3	<u>Compliance with the Law</u> .....	18
16.4	<u>Permits and Licenses</u> .....	19
16.5	<u>Fines or Penalties</u> .....	19
16.6	<u>Inspection of Premises to Verify Compliance</u> .....	19
16.7	<u>Other Rules and Regulations</u> .....	19
Article 17.	<u>ENVIRONMENTAL MANAGEMENT, COMPLIANCE AND RESPONSIBILITY</u> .....	20
17.1	<u>General Environmental Obligations of the Lessee</u> .....	20
17.2	<u>Fueling and Maintenance Areas</u> .....	20
17.3	<u>Remediation of Environmental Damage</u> .....	20
17.4	<u>Lessee’s Duty to Report; Authority’s Right of Entry</u> .....	21
17.5	<u>Environmental Inspection</u> .....	22
17.6	<u>Removal of Hazardous Substances and Equipment</u> .....	22
Article 18.	<u>SECURITY</u> .....	22
18.1	<u>Burden of Compliance</u> .....	23
18.2	<u>Security Access</u> .....	23
18.3	<u>Indemnification</u> .....	24
Article 19.	<u>DISPUTE RESOLUTION</u> .....	24
19.1	<u>Litigation</u> .....	24
19.2	<u>Non-Waiver of Immunity</u> .....	24
Article 20.	<u>SURRENDER OF LEASED PREMISES</u> .....	24
20.1	<u>Condition of the Premises and Improvements</u> .....	24
20.2	<u>Title to Improvements</u> .....	24
20.3	<u>Damage to Property</u> .....	25
20.4	<u>Leasehold Improvement Liens</u> .....	25
Article 21.	<u>DEFAULTS; INTERRUPTIONS; TERMINATIONS</u> .....	25
21.1	<u>Events of Default</u> .....	25
21.2	<u>Remedies on Event of Default</u> .....	26
21.3	<u>Remedies not Exclusive</u> .....	26
21.4	<u>Time of Termination</u> .....	26
21.5	<u>Interruption of Utilities, Services or the use of Facilities</u> .....	27
21.6	<u>Termination of Agreement for Condemnation or Changed Circumstances</u> .....	27
Article 22.	<u>GENERAL PROVISIONS</u> .....	28
22.1	<u>Non-Waiver</u> .....	28
22.2	<u>Options, Rights, Powers and Remedies are Independent</u> .....	28
22.3	<u>Modifications</u> .....	28
22.4	<u>Severability</u> .....	28
22.5	<u>Exhibits</u> .....	29
22.6	<u>Notices, Consents and Approvals</u> .....	29
22.7	<u>Place of Payment</u> .....	30

<u>22.8</u>	<u>Headings</u> .....	30
<u>22.9</u>	<u>Counterpart</u> .....	30
<u>22.10</u>	<u>Independent Contractor</u> .....	30
<u>22.11</u>	<u>Non-Discrimination</u> .....	30
<u>22.12</u>	<u>Eminent Domain</u> .....	31
<u>22.13</u>	<u>Quiet Enjoyment</u> .....	31
<u>22.14</u>	<u>Force Majeure</u> .....	31
<u>22.15</u>	<u>Governing Law</u> .....	31
<u>22.16</u>	<u>Liens and Encumbrances</u> .....	31
<u>22.17</u>	<u>Inspection of Records</u> .....	32
<u>22.18</u>	<u>Radon Gas</u> .....	32
<u>22.19</u>	<u>Asbestos</u> .....	32
<u>22.20</u>	<u>Construction</u> .....	32
<u>22.21</u>	<u>Non-licensed Spectrum Devices</u> .....	32
<u>22.22</u>	<u>Survival</u> .....	33
<u>22.23</u>	<u>Non-Waiver of Immunity</u> .....	33
<u>22.24</u>	<u>No Third-Party Beneficiaries</u> .....	33
<u>22.25</u>	<u>Annual Appropriation</u> .....	33
<u>22.26</u>	<u>Representations and Warranties of Lessee</u> .....	33
<u>22.27</u>	<u>Further Assurances</u> .....	33
<u>Article 23. ENTIRE AGREEMENT</u> .....		33
<b><u>Exhibit A LAND/PREMISES</u></b> .....		35
<b><u>Exhibit B TERM AND SCHEDULE OF FEES AND CHARGES</u></b> .....		36
<b><u>Exhibit C LESSEE INSURANCE REQUIREMENTS</u></b> .....		39

## FACILITIES LEASE AGREEMENT

**THIS FACILITIES LEASE AGREEMENT** (this “Agreement”) is made and entered into as of this 1st day of November , 2023 (the “Effective Date”) by and between the **JACKSONVILLE PORT AUTHORITY**, a body politic and corporate created and existing under Chapter 2004-465, Laws of Florida, as amended (the “Authority”), and Trailer Bridge, Inc., a Delaware corporation authorized to do business in the State of Florida (the “Lessee”).

### WITNESSETH:

**WHEREAS**, the Authority is the owner of certain vessel berthing, cargo handling and storage facilities known as the Blount Island Marine Terminal (“Terminal Facilities”) located in Jacksonville, Florida; and

**WHEREAS**, the Lessee desires to lease a certain portion of the Terminal Facilities and conduct business operations thereon; and

**WHEREAS**, the Authority is willing to lease that portion of its Terminal Facilities to the Lessee subject to the terms and conditions contained herein; and

**NOW, THEREFORE**, for and in consideration of the mutual covenants and benefits herein contained, the Authority and the Lessee do hereby mutually undertake and agree, each for itself and its successors and assigns, as follows:

### Article 1. DEFINITIONS

#### 1.1 Defined Terms.

In addition to terms defined elsewhere in this Agreement, the following words and terms as used in this Agreement and the preambles hereto shall have the following meanings unless the context or use clearly indicates another or different meaning or intent.

“Act” means Chapter 2004-465, Laws of Florida, as amended, and other applicable provisions of law.

“Act of Bankruptcy” means any of the following events:

(a) The Lessee (or any other Person obligated, as guarantor or otherwise, to pay Rent hereunder) shall (1) apply for or consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee, liquidator or the like of the Lessee (or such other Person) or of all or any substantial part of its property, (2) commence a voluntary case under the Bankruptcy Code, or (3) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up or composition or adjustment of debts; or

(b) A proceeding or case shall be commenced and not dismissed within ninety (90) days thereafter, without the application or consent of the Lessee (or any other Person obligated, as guarantor or otherwise, to pay Rent hereunder) in any court of competent jurisdiction, seeking (1) the

liquidation, reorganization, dissolution, winding-up, or composition or adjustment of debts, of the Lessee (or any such other Person), (2) the appointment of a trustee, receiver, custodian, liquidator or the like of the Lessee (or any such other Person) or of all or any substantial part of its property, or (3) similar relief in respect of the Lessee (or any such other Person) under any law relating to bankruptcy, insolvency, reorganization, winding-up or composition or adjustment of debts.

“Applicable Environmental Law” shall include, but shall not be limited to, the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”), 42 U.S.C. §§9601 et. seq., the Resource Conservation and Recovery Act (“RCRA”), 42 U.S.C. §§6901 et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§1251 et seq., the Clean Air Act, 42 U.S.C. §§7401 et. seq., Chapters 376 and 403, Fla. Stat., and Chapters 360, 362 and 365, Jacksonville Ordinance Code and the regulations relating thereto, and any other local, state and/or federal laws or regulations whether currently in effect or hereafter enacted that govern (i) the existence, cleanup and/or remedy of contamination on property by a Hazardous Substance; (ii) the protection of the environment from spilled, deposited or otherwise emplaced contamination by a Hazardous Substance; (iii) the control of Hazardous Substances; or (iv) the use, generation, transport, removal or recovery of Hazardous Substances.

“Authority” means the Jacksonville Port Authority, a public body corporate and politic of the State of Florida, created and established pursuant to the Act.

“Bankruptcy Code” means Title 11 of the United States Code, as amended, and any successor statute or statutes having substantially the same function.

“Berthing Area” means that portion of the Terminal Facilities containing the dock facilities where the ships of the Lessee or the Lessee’s customers will be loaded and off-loaded.

“City” means the City of Jacksonville, a municipality duly created by and validly existing pursuant to Chapter 92-341, Laws of Florida, as amended.

“Code” means the Internal Revenue Code of 1986, as amended, and the rulings and regulations (including temporary and proposed regulations) promulgated thereunder or under the Internal Revenue Code of 1954, as amended.

“Contract Year” means the twelve (12) month period commencing on the Effective Date, and each twelve (12) month period thereafter during the term of this Agreement.

“Effective Date” means the date set forth on the first page of this Agreement.

“Equipment” means all installations, fixtures, personalty, and other equipment, including accessions thereto and replacements thereof, required for the operation of the Premises, located on or to be constructed on the Land.

“Hazardous Material Contamination” shall mean the contamination of the improvements, facilities, soil, ground waters, air or of any other property as a result of Hazardous Substances on, under or emanating from the Premises, in excess of applicable State or Federal action levels, including Hazardous Material Contamination on, under or emanating from the Premises to the extent it migrates from the Premises.



“Hazardous Substance” means any substance which at any time shall be listed as “hazardous” or “toxic” in the regulations implementing CERCLA, RCRA, Chapters 376 or 403, Fla. Stat., Chapters 360, 362 or 365, Jacksonville Ordinance Code or which has been or shall be determined at any time by any agency or court to be a hazardous, dangerous or toxic substances regulated under the Applicable Environmental Law, including petroleum. “Hazardous Substance” shall also include source, special nuclear or by-product material as defined by the Atomic Energy Act of 1954, as amended (42 U.S.C. §§3011, et. Seq., as amended).

“Hazardous Substance Release” shall be interpreted in the broadest sense to mean the spilling, discharge, deposit, injection, dumping, emitting, releasing, leaking or placing of any Hazardous Substance into the air or into or upon any land or waters, except as authorized by a then current and valid permit issued under the Applicable Environmental Laws.

“Improvements” means all of those buildings, improvements, structures and related facilities, including accessions thereto and replacements thereof, located on or to be constructed on the Land.

“Initial Occupancy” means any time since the date Lessee or Lessee’s Predecessor Company first took possession of the Premises.

“Land” shall mean the land comprising the site of the Premises, as further described on Error! Reference source not found. hereto.

“Lessee” has the meaning set forth in the Preamble.

“Lessee’s Predecessor Company” means any company related to Lessee by acquisition, merger, affiliation or any degree of joint ownership that has, at any time, leased, licensed or used any portion of the Premises.

“Person” means any natural person, firm, partnership, association, corporation, limited liability company, public body, or other legal entity.

“Premises” means a certain portion of the Authority’s property consisting of the Land and the Improvements.

“Premises Rental Fee” means the rent payable on the Land comprising the Premises as set forth in Section 6.1 and Exhibit B.

“Short Ton” means a unit of weight of cargo equal to 2,000 pounds.

“Terminal Facilities” means certain vessel berthing, cargo handling and storage facilities known as the Blount Island Marine Terminal located in the City and owned and operated by the Authority.

“Throughput Fees” has the meaning set forth in Section 6.2.

**1.2 Rules of Construction.**

Unless the context clearly indicates to the contrary, the following rules shall apply to the construction of this Agreement:

(a) Words importing the singular number shall include the plural number and vice versa.

(b) The table of contents, captions, and headings herein are for convenience of reference only and shall not constitute a part of this Agreement nor shall they affect its meaning, construction or effect.

(c) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders, and words of the neuter gender shall be deemed and construed to include correlative words of the masculine and feminine genders.

(d) All references in this Agreement to particular “Articles” or “Sections” are references to articles or sections of this Agreement, unless otherwise indicated.

**Article 2.  
GRANT OF PREMISES**

Subject to the provisions and conditions hereinafter specified, the Authority hereby leases the Premises to the Lessee during the Term (as defined hereafter) for the uses identified herein.

**Article 3.  
TERM OF AGREEMENT**

**3.1 Term.**

The term of this Agreement shall commence upon the Effective Date and continue for the period of time set forth on **Exhibit B** attached hereto (“Term”) unless this Agreement is terminated sooner as provided herein.

**3.2 Hold Over Period.**

In the event this Agreement is terminated or the Term expires, and the Lessee continues to remain in possession of or use or occupy the Premises, such continuation of possession or use shall not renew the Term but shall establish only a tenancy at sufferance between the parties hereto. Except as provided in this Section 3.2, the Lessee’s use of the Premises during a tenancy at sufferance shall be governed by all of the provisions and conditions of this Agreement that were in effect immediately prior to termination. The Authority shall have the right at any time during such tenancy to invoke any remedy provided it under Florida law. During any such tenancy, the Authority specifically reserves the right to unilaterally amend the amount of all fees and charges stipulated in Article 6 and **Exhibit B** attached hereto at any time that a tenancy at sufferance is in effect. During such tenancy at sufferance, absent written notice from the Authority to the contrary, all rental and other fees shall be charged at the greater of one hundred fifty percent (150%) of the

Authority's then current tariff rates or of one hundred fifty percent (150%) of all rental and other fees described herein.

**Article 4.  
USE OF PREMISES**

**4.1 Use.**

The Lessee is authorized to use the Premises in accordance with applicable law for all activities and at all times reasonably related to:

(a) the docking and mooring of vessels and the handling, receipt, assembly, distribution, moving, loading, unloading and storage of approved cargo carried by vessels, including those vessels owned, leased or operated by Lessee or other carriers having a joint, connecting, shared service with Lessee from the Terminal Facilities, engaged in the transportation of international and domestic waterborne cargoes in containers, roll on/roll off ("RO/RO"), bulk or as breakbulk,

(b) related railcar and truck activity and transport of such cargo, and

(c) receipt and delivery of vehicles, boats and other RO/RO vehicle type cargo;

(d) other uses related or incidental to maritime transportation services by container, RO/RO, bulk or breakbulk;

(e) To operate a transient cargo storage facility and to offer the full services of a terminal operator and vessel stevedore. Transient cargo is defined as cargo that does not generally remain in storage on the Premises for a period greater than ninety (90) days. Terminal operator and vessel stevedore services may include, but are not limited to the receipt, storage, loading, discharge, weighing, handling and delivery of cargo;

(f) Lessee's authorized use shall include general office functions, and related parking in support of the above-described approved uses;

(g) to make incidental repairs and maintain cargo handling equipment and containers;

(h) equipment maintenance activities necessary to support this activity; and

(i) the transport, handling, fueling operations, and other related activities of alternative fuels across the Premises.

Lessee is hereby expressly prohibited from negotiating with or competing for the Authority's existing port facility tenants or other contractual users, as they exist from time to time, without the prior written consent of the Authority, which consent will not be unreasonably withheld, conditioned, and delayed in the Authority's sole and absolute discretion, but in no event applies to Lessee's permitted uses above.

The Lessee shall be prohibited from using any portion of the Premises for any purpose not specified in this Agreement, except with the prior written consent of the Authority, which consent

shall not be unreasonably withheld by the Authority's. No rights granted to the Lessee under this Agreement may be exercised in an area of the Terminal Facilities leased to another tenant, except as set forth in this Agreement (i.e. Access Routes and the other areas of the Terminal Facilities described in Sections 5.1 and 5.2 of this Agreement), any other agreements with the Authority for which Lessee or any contracting party of Lessee is a party or with the prior written consent of the Authority, which consent may be granted or withheld in the Authority's sole and absolute discretion, and such tenant and then those rights may only be exercised subject to the obligations of that tenant under its lease with the Authority.

The Lessee agrees to continuously use the Premises during the Term for the authorized purposes specified in this Section 4.1, to the extent not inhibited by damage or destruction to the Premises, eminent domain or *force majeure* pursuant to Section 10.4, Section 22.12 and Section 22.14, respectively. Additionally, the foregoing covenant is subject to times of any needed repairs or replacements of the Improvements or installation of new Improvements.

#### **4.2 Representation.**

Neither the Authority nor its members, officers, employees or agents have made any representations or promises whatsoever with respect to the Premises or services to be provided by the Authority in connection with their use, except as expressly set forth herein. The taking of possession of the Premises shall be "as-is" by the Lessee and shall be conclusive evidence that the Premises were in an acceptable and safe condition at the time possession was initially taken by the Lessee regardless of any subsequent claim by the Lessee to the contrary.

### **Article 5. APPURTENANT RIGHTS**

#### **5.1 Access to Premises.**

Subject to the terms and conditions of this Agreement, and the common use with other users of the port facilities, the Lessee, its employees, agents and contractors, and its or their suppliers of materials and/or services shall have reasonable ingress to and egress from the Premises over roads, ways and areas ("Access Routes") now or hereafter provided by the Authority for that purpose. Absent emergency circumstances that preclude such ingress and egress, the Lessee shall have twenty-four (24) hours, seven (7) days per week use of the Access Routes and such other areas of the Terminal Facilities necessary for the purpose of accessing the Premises. No vehicle, piece of equipment or machinery shall be left in an inoperable condition or stored in the Access Routes by the Lessee or its agents, contractors, customers or suppliers. At any time the Authority may close, relocate, reconstruct or modify any or all means of access to the Premises, either temporarily or permanently; provided, that the Authority will use commercially reasonable efforts to locate and provide a suitable alternative means of access for the Lessee. The suitability of such alternative means of access shall be determined by the Authority in its sole and absolute discretion but to the extent feasible shall be provided in a manner so as to not unreasonably interfere with or delay Lessee's business operations. If access to the Premises is substantially diminished, exclusive of rail operations, resulting in delay, interruption or other adverse impact on Lessee's business operations, then Lessee shall be entitled to an equitable adjustment in the Guaranteed Throughput.

## 5.2 Common Use.

Subject to the terms and conditions of this Agreement, the Lessee is hereby also granted the right and privilege to non-exclusive use of all wharf and dock areas of the Terminal Facilities (including all water frontage along the Premises) other than the portion constituting the Premises, together with any existing and all future improvements thereto affording common access to all other tenants of the Authority. At all times the Lessee's use of such areas and other improvements affording access shall, without exception and as applicable, be in common with other users of the Terminal Facilities, as authorized or permitted by the Authority. Such common use of these facilities shall be subject to and utilized in accordance with all applicable federal, state and local laws and ordinances and such reasonable rules and regulations as may be adopted by the Authority for the regulation and control of its Terminal Facilities that are uniformly applied to all tenants of the Authority and other occupants of the Terminal Facilities. The Lessee understands and agrees that it is not granted any exclusive or preferential right to use Authority's wharf and dock areas pursuant to this Agreement. Nothing contained in this Agreement shall prohibit the Authority from barring any person or entity from the Terminal Facilities that fails to comply with such laws, ordinances and rules and regulations. Except as specifically provided for in this Article 5 and Article 4, no other appurtenant or other rights are granted to the Lessee under this Agreement.

## **Article 6. FEES AND CHARGES**

### 6.1 Premises Rental Fee.

As compensation for the use of the Premises, the Lessee agrees to pay rent to the Authority in the amount of the total annual Premises Rental Fee stipulated in Exhibit B, payable on a monthly basis.

(a) **Payments:** The monthly installments of the annual Premises Rental Fee shall commence as of the Effective Date and shall be due and payable on the first day of each month in advance and without demand. Failure by the Lessee to pay the Authority the Premises Rental Fee when due each month, if not cured within the time period provided in Section 6.1(b) hereof, shall constitute an event of default as contemplated by Article 21 of this Agreement.

(b) **Late Fee Assessments For Non-Payment of Premises Rental Fee:** A late fee assessment of one and one-half percent (1.5%) per month (assessed on a daily basis at the rate of .000493 per day) on the outstanding balance of the Premises Rental Fee shall be imposed on payments not received by the Authority by the due date. The imposition of a late fee or the Authority's acceptance of a late or partial payment of any installment(s) of the Premises Rental Fee and/or any late fee assessment(s) shall not constitute a waiver of an event of default nor shall it prevent the Authority from exercising any other rights and remedies granted to it under this Agreement or by law. So long as any Premises Rental Fees and/or late fee assessments that are due remain unpaid, Lessee shall remain in default as defined in Article 21 and shall be obligated to pay all such fees and assessments even if the Authority has accepted a partial or late payment of such fees and assessments.

(c) **Proration of Rent:** If this Agreement commences on any day other than the first day of the month, or terminates on any day other than the last day of the month, the monthly installment of the annual Premises Rental Fee will be prorated by the Authority in proportion to the actual number of days the Lessee occupied the Premises during that month.

(d) **Adjustments to Premises Rental Fee:**

The Premises Rental Fee stipulated in **Exhibit B** shall be adjusted each year as provided for in **Exhibit B**.

Adjustment of the Premises Rental Fee described in **Exhibit B** shall apply without the necessity of formal amendment of this Agreement as contemplated in **Section 22.3**.

6.2 **Throughput Fees.**

(a) The Lessee shall pay the Authority Throughput Fees as set forth on **Exhibit B** on all cargo handled by the Lessee on the Premises or delivered by Lessee to other companies located on the Terminal Facilities under contract with the Lessee for transportation of their cargoes. Throughput Fees shall be assessed on all such cargo unloaded from a vessel to the Premises by Lessee or other companies located on the Terminal Facilities under contract with the Lessee for transportation of their cargoes across the Terminal Facilities or loaded to a vessel from the Premises. Throughput Fees shall also be assessed on all cargo received by truck or rail to the Premises that is then delivered from the Premises by truck or rail as set forth on **Exhibit B**. Assessment of the Throughput Fees stipulated in **Exhibit B** shall begin on the Effective Date and thereafter shall be invoiced to the Lessee and paid by the Lessee in accordance with the procedures established in the Authority's published tariff or its reissue.

(b) Throughput Fees shall be paid by the Lessee to the Authority within thirty (30) days after an invoice for such has been delivered to Lessee, or deposited in the U.S. Mail or with a nationally recognized overnight carrier and sent to the address set forth in Section 22.6. A late fee assessment of one and one-half percent (1.5%) per month (assessed on a daily basis at the rate of .000493 per day) on the outstanding balance of Throughput Fees shall be imposed on payments not received by the Authority by the end of such thirty (30) day period. Late fee assessments will be calculated beginning on the date that is thirty (30) days after the Authority's delivery of said invoice.

(c) Notwithstanding anything to the contrary herein, the total amount of Throughput Fees to be paid by the Lessee to the Authority in any given year during the Term shall be calculated based on not less than 500,000 short tons per year ("**Minimum Annual Guarantee**").

6.3 **Record Keeping and Reports.**

Within five (5) business days after a vessel calling the Premises completes work, the Lessee shall provide the Authority with an activity report citing the number of loaded and empty containers, and the number of Short Tons, that were received from or delivered to the Premises from that vessel. These documents shall be signed by an authorized representative of the Lessee certifying the accuracy of the count. In addition, the Lessee shall provide to the Authority a duplicate of (i) the vessel manifest for that vessel as reported to U. S. Customs, or (ii) the final vessel manifest for that vessel provided to the Lessee for U.S. domestic transport, if available.

These documents shall then be utilized for verifying and calculating the Throughput Fees due the Authority by the Lessee.

**6.4 Security Fees.**

Security fees shall be assessed and paid in accordance with the rates and procedures established in the Authority's published tariff or its reissue.

**6.5 Other Fees and Charges.**

Any other fees and charges due and payable to the Authority for other services rendered to the Lessee shall be assessed as stipulated in **Exhibit B.**

**6.6 Delinquent Fees.**

Delinquent fees for nonpayment of fees and charges, if not otherwise provided for herein, shall be assessed and handled in accordance with the Authority's published tariff or its reissue.

**6.7 Books of Account and Auditing.**

(a) The Lessee shall maintain true and complete records and accounts of all cargo handled by it pursuant to its operations on the Premises or other areas and shall deliver to or make available to the Authority at the Lessee's office on the Premises those records which are reasonably related to and necessary for the Authority to confirm the Lessee's obligations under this Agreement.

(b) The Authority shall have the right at any time to audit all of the records of the Lessee relating to all of its business transactions pursuant to this Agreement as reasonably necessary for the Authority to confirm Lessee's obligations under this Agreement. Upon request, the Lessee agrees to provide the Authority access on the Premises during reasonable business hours in order to inspect the Lessee's books and records, and the Lessee agrees that throughout the entire Term that it will keep and preserve all documented evidence of such cargo information for at least five (5) years subsequent to the date that the cargo was handled on the Premises. The Authority's right to audit Lessee's books and records hereunder shall be limited to one audit per calendar year; provided, however, no such limitation shall apply during an Event of Default pursuant to Article 21 hereof.

(c) If the result of any audit by the Authority establishes that the volume of cargo handled by the Lessee has been understated by five percent (5%) or more, the entire expense of the audit shall be borne by the Lessee.

(d) Additional monies due as a result of any audit or annual reconciliation shall be paid within thirty (30) days of date of the Authority's invoice. The Authority shall provide the Lessee with written documentation in support of any sums due the Authority by the Lessee as a result of any audit. If it is determined that the Lessee has made excess payments, the Authority will within thirty (30) days of date of invoice credit any such excess to the Lessee's account.

(e) Should the annual reconciliation or any audit reveal that the Lessee has understated the volume of cargo handled, and the Lessee does not make restitution within thirty (30) days from the date of

receipt of written notice from the Authority, then, in addition to any other remedies available to the Authority, the Authority may terminate this Agreement, solely at its option, by written notice to the Lessee.

**6.8 Payment of Fees.**

The Lessee's obligation to pay any fees and charges owed to Authority assessed in connection with this Agreement is a separate and independent covenant and agreement, and the breach of any provision of this Agreement by Authority shall not discharge or relieve the Lessee from the Lessee's obligation to timely pay such amounts due. All charges and fees to be paid by the Lessee hereunder shall be paid when due, without notice or demand, except as expressly provided for herein, and shall be absolute and unconditional and without any set-off, counterclaim, abatement, deduction or defense (other than payment) whatsoever.

**6.9 Net Lease.**

Notwithstanding anything contained herein to the contrary, the parties agree that this Agreement shall be construed as a "net lease" whereby the Lessee shall be solely responsible for any expense or cost relating to the Premises, this Agreement or the Lessee's use of the Premises during the Term of this Agreement, including, without limitation, taxes (ad valorem and personal property taxes, sales or use taxes, or otherwise); insurance (as described herein); utilities; repairs, replacement and maintenance of the Improvements; and security requirements.

**Article 7.**

**UTILITIES AND OTHER SERVICES**

**7.1 Utility Charges.**

The Authority has obtained utility connections and services to the Premises. Lessee shall promptly pay those persons or entities furnishing or providing it with these services. Such utility services may include, but are not necessarily limited to, water service, sewer service, electrical service, gas service, fuel, janitorial service, trash removal service, data communication service and telephone service.

The Authority shall be responsible for the provision and maintenance of all electrical, water and wastewater supply and distribution lines connecting to the meters on the Premises. Lessee shall bear the responsibility for the maintenance of all such supply and distribution lines located on its side of those meters.

**7.2 Utility Line Easements.**

Subject to the giving of prior written notice to the Lessee, the Authority reserves to itself and others the right to locate, relocate, construct, install, repair, operate, replace and maintain sewers and utilities upon and across the Premises at locations which do not unreasonably interfere with the Lessee's use of the Premises. The Authority also reserves to itself and others the right to maintain existing utilities and other facilities.



**Article 8.**  
**TAXES AND ASSESSMENTS**

**8.1 Payment of Taxes and Assessments.**

During the Term, the Lessee agrees that it shall pay on or before the last day on which payment may be made without penalty or interest, all lawful taxes, assessments and other user fees, however named, specifically including any ad valorem tax, which may become a lien upon or which may be charged, assessed, imposed, or levied by the State of Florida, Duval County, the City of Jacksonville, any district or other governmental body upon the Premises or arise in connection with the Lessee's occupancy or use thereof or upon any taxable interest of the Lessee acquired in this Agreement, or any taxable possessory right that the Lessee may have in or to the Premises occurring as a result of its occupancy thereof. The Lessee recognizes and agrees that the Premises are exempt from ad valorem taxes and other taxes unless leased by the Authority to an entity like the Lessee that is subject to such taxation. In the event of any change in Florida law relating to the taxation of property, the Lessee agrees that it shall pay the entire amount of any taxes imposed on the Premises levied as a result of such change commencing with the first tax year such taxes are due and thereafter annually throughout the Term. None of the provisions, covenants or conditions of this Agreement shall constitute or be construed to be a release or waiver on the part of any lawfully empowered taxing authority of its right or obligation to assess, levy and collect from the Lessee any license, personal, intangible, occupation, ad valorem or other tax which shall be lawfully imposed on the business or property of the Lessee, or upon the Premises. The Authority agrees that it will provide any information currently in its possession relating to the valuation of the Premises for tax assessment purposes if requested to do so by the Lessee. The Lessee shall be responsible for any sales taxes imposed on the Lessee, this Agreement, or on the payments hereunder by the laws of the State of Florida. The Lessee shall reimburse the Authority for any stormwater and/or solid waste fees or any other user fee or assessments paid by the Authority in connection with the Premises.

**Article 9.**  
**INDEMNIFICATION**

**9.1 Indemnification/Hold Harmless of the Authority.**

(a) Except to the extent caused by the gross negligence or intentional misconduct of the Authority (all of the foregoing being subject, however, to the provisions and limitations of Section 768.28, Florida Statutes, and any other sovereign immunity limitations of applicable law, which are not waived or modified whatsoever), the Lessee hereby agrees that it shall protect, indemnify, defend and hold the Authority harmless from and against any and all claims, actions, demands, losses, penalties, costs, causes of action, expenses, including reasonable attorneys fees and expenses, liabilities, settlements, judgments and damages of whatsoever kind of nature, whether prosecuted by the Lessee or third parties, resulting from any act, action, or omission, including, but not limited to, personal injuries including death, property damage or any other loss arising out of, incidental to or in any way connected to the Lessee's activities on or its use and occupation of the Premises and/or the Terminal Facilities; any act of the Lessee or any of its agents, contractors, or licensees, including any claim, action, demand, loss, penalty, cost, expense, liability, settlement, judgment, damage or injury occasioned by the escape, discharge, dispersal, release, seepage, leakage or

spillage of any Hazardous Substance used or handled by the Lessee, including the acts of its agents, employees, contractors and subcontractors. Each party shall give to the other party notice of any claim made or suit instituted that, in any way, affects the other party or its insurers. The Lessee and/or its insurers shall have the right to compromise and defend the same to the extent of their own interest. Any final judgment rendered against the Authority for any cause for which the Lessee is liable under this Agreement shall be conclusive against the Lessee as to liability and amount. For purposes of this Article 9, the term "Authority," as it relates to parties for whose actions the Authority is responsible, shall include its governing board, officers, employees, agents, contractors, subcontractors, licensees, and assigns and the term "Lessee," as it relates to parties for whose actions the Lessee is responsible, shall include its subsidiaries, contractors, subcontractors, agents, employees, subtenants, licensees and assigns. In any and all claims or demands against the Authority by any employee of the Lessee or any of the Lessee's contractors, subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligations under this Article 9 shall not be restricted or reduced by any limitation on the amount or type of the damages, compensation or benefits payable by or for the Lessee or any of the Lessee's subcontractors under Worker's Compensation Acts, Disability Acts or other employee benefits laws.

(b) If any claim, action or proceeding is made or brought against the Authority against which the Authority is indemnified pursuant to this Section 9.1 or any other provision of this Agreement, then, the Lessee, at its sole cost and expense, shall diligently resist or defend such claim, action or proceeding in the Authority's name. The foregoing notwithstanding, the Authority may engage its own attorneys, at the sole cost and expense of the Lessee, to defend it or to assist in its defense.

(c) When a claim is caused by the joint negligence or willful misconduct of the Lessee and the Authority, the Lessee's duty to protect, indemnify, defend and hold the Authority harmless shall be in proportion to the Lessee's allocable share of the joint negligence or willful misconduct.

(d) The provisions of this Section 9.1 shall survive the expiration or termination of the Term as such provisions may relate to any claim or demand that arose during the time this Agreement was in force and effect.

## **9.2 Environmental Indemnification.**

(a) The Lessee hereby agrees that it shall indemnify, defend and hold the Authority harmless against any and all claims, actions, injuries, demands, losses, liabilities, penalties, costs, expenses and damages incurred by the Authority arising as a result of the Lessee's activities on or its use and occupation of the Premises or the Terminal Facilities that are in violation of any Applicable Environmental Laws or that lead to an environmental claim or penalty against the Authority, which either (i) were created or caused by the Lessee or any Person acting by, through or under the Lessee or (ii) did not exist on the Premises prior to the Effective Date. In the event the joint acts or omissions of the Authority and the Lessee should give rise to any environmental claim, action, injury, demand, loss, liability, penalty, cost, expense or damage, the responsibility for such environmental liability shall be apportioned according to each party's pro rata share of the entire liability. In determining the pro rata share of each party in the entire liability, their relative degrees of fault shall be the basis for allocation of liability. The principles of equity applicable to contribution generally shall apply. Each party shall give to the other party notice of any claim

made or suit instituted that, in any way, affects the other party or its insurers. The Lessee or its insurers shall have the right to compromise and defend the same to the extent of their own interest. Any final judgment rendered against the Authority for any cause for which the Lessee is liable under this Agreement shall be conclusive against the Lessee as to liability and amount. For purposes of this Article 9, the term “Authority,” as it relates to parties for whose actions the Authority is responsible, shall include its governing board, officers, employees, agents, contractors, subcontractors, licensees, and assigns and the term “Lessee,” as it relates to parties for whose actions the Lessee is responsible, shall include its subsidiaries, contractors, subcontractors, agents, employees, subtenants, licensees and assigns.

(b) The provisions of this Section 9.2 shall survive the expiration or termination of the Term as such provisions may relate to any environmental claim or demand that arose during the time this Agreement was in force and effect.

## **Article 10. INSURANCE**

### **10.1 Procurement and Maintenance of Insurance.**

Throughout the Term, without limiting its liability, or the sovereign immunity of the Authority under Section 768.28, Florida Statutes and other sovereign immunity limitations of applicable law, the Lessee shall procure and maintain, at its sole cost and expense, insurance policies of the type and with the minimum limits as stipulated in Exhibit C. The insurance policies must be issued by a company or companies meeting the following criteria (the “Insurer Criteria”): (i) such company or companies shall be either (a) authorized to do business in the State of Florida or (b) an eligible surplus lines insurer under Florida laws; and (ii) such company or companies shall have a Best’s Rating of “A” or better and a Financial Size Category of “VII” or better, according to the latest edition of Best’s Key Rating Guide, published by A.M. Best Company. If, during this period when an insurer is providing the insurance as required by this Agreement, an insurer shall fail to comply with the Insurer Criteria, as soon as the Lessee has knowledge of any such failure, the Lessee shall immediately notify the Authority and replace the insurance provided by the insurer with an insurer meeting Insurer Criteria within thirty (30) business days.

This insurance must insure the Lessee and the Authority against all liabilities for death, injuries or damages arising out of or in connection with the Lessee’s use and occupancy of the Premises and/or the Terminal Facilities or the Lessee’s business operation conducted thereon. The Lessee must also procure and maintain in force, throughout the Term, fire and extended coverage on all of the Equipment and the Improvements in the amount of their full insurable value naming both the Authority and the Lessee as insureds. The Lessee shall furnish to the Authority certificates evidencing such insurance, naming and endorsing the Authority as an additional insured under the Lessee’s Commercial General Liability Coverage and Terminal Operator’s and Stevedores Liability Coverage. Certificates or binders evidencing the existence thereof, all in such form as the Authority’s risk manager may require, shall be delivered to the risk manager upon the execution of this Agreement. Each such policy or certificate shall contain a valid provision or endorsement stating that:

“The Jacksonville Port Authority (“Authority”), Board members, officers, employees and agents of the Authority are additional insureds on this Policy.”

“This policy will not be canceled or materially changed or altered without first giving sixty (60) days written notice in advance thereof to the Risk Manager, Jacksonville Port Authority, P.O. Box 3005, Jacksonville, Florida 32206.”

#### 10.2 **Review and Adjustment of Insurance.**

The insurance requirements stipulated on **Exhibit C** shall be subject to periodic review and adjustment by the Authority to ensure compliance with current industry standards. Adjustment of insurance requirements shall apply without the necessity of formal amendment of this Agreement. The Authority may also require the Lessee to provide new policies if the carrier(s) issuing its (their) policies shall be or become unsatisfactory to the Authority.

#### 10.3 **Authority’s Insurance.**

The Authority is a body politic and corporate chartered by the State of Florida, and as such, is subject to the provisions of Section 768.28, Florida Statutes. Accordingly, the Authority maintains a program of self-insurance that will respond to any liability of the Authority arising under this Agreement. The Lessee understands that the Authority’s self-insurance coverage will not cover physical damage, theft or other loss of the cargo or property or equipment of the Lessee stored or used on the Premises except and only to the extent such loss or damage is caused by the sole negligence of the Authority. It is incumbent upon the Lessee to carry and maintain such types and amounts of insurance it deems necessary to fully protect its own cargo, property and equipment.

#### 10.4 **Damage or Destruction.**

(a) If the Premises and/or Terminal Facilities are damaged as a result of fault or negligence of the Lessee or the Lessee’s servants, employees, guests, invitees, agents, visitors, licensees, subsidiaries, contractors, subcontractors, subtenants or assigns, the Lessee shall pay all costs of repair necessary to restore the Premises and/or the Terminal Facilities to the condition existing before the damage occurred, and there shall be no abatement of Premises Rental Fees, Throughput Fees, fees and charges set forth in **Exhibit B**, or the real property taxes during the time such repair is in progress. Excepting those damages resulting from or caused by the gross negligence or willful misconduct of the Authority, the Authority shall have no obligation or duty to make repairs or do restoration to the Premises.

(b) If the Premises, excluding those improvements owned by the Lessee, should be partially damaged or become unusable or otherwise inaccessible as a result of fire, flood, windstorm, action of the elements, or other cause not caused by the gross negligence or willful misconduct of the Authority, the Authority shall have no obligation or duty to make repairs or do restoration.

(c) The Lessee shall immediately notify Authority in case of any damage by fire, flood, windstorm, the elements or other cause.

**Article 11.**  
**RELOCATION OF LESSEE**

The Authority reserves the right to require the Lessee to relocate all or a part of the Lessee's operations on the Premises to another location on any vessel berthing, cargo handling and storage facilities located in the City and owned and operated by the Authority reasonably suitable for Lessee's business during the Term, or holdover of this Agreement. The determination of such necessity is to be determined exclusively by the Authority at its sole discretion. The Authority will consider Lessee's operational requirements if such relocation is necessary. If the relocated premises are to be constructed or are under construction, the Lessee shall not be required to surrender the current leased Premises and facilities and relocate until the relocated premises are completed, and operational. The Authority shall pay the reasonable costs of any such relocation and the reasonableness of the costs of such relocation shall be resolved through negotiation between the Authority and the Lessee. In the event the parties are unable to reach agreement through negotiation, the process described in Article 19 for dispute resolution shall be followed.

**Article 12.**  
**MAINTENANCE REPAIRS, AND SAFETY INSPECTIONS**

**12.1 Maintenance and Repairs.**

During the Term the Lessee shall perform all maintenance, repairs, and replacements on the Premises at its sole cost and expense. The Lessee shall also perform all inspections and maintenance of the Tri-Level Ramp at its sole cost and expense. Sixty (60) days prior to the Effective Date, Lessee may conduct an inspection, at its sole cost and expense, of the Tri-Level Ramp and share the reports (the "Pre-Effective Date Report") with the Authority. The Authority and Lessee shall mutually agree on any maintenance or repairs that must be done based on the Pre-Effective Date Report, prior to Lessee assuming all maintenance costs of the Tri-Level Ramp. The Lessee shall keep the Premises and any improvements located thereon in a good and clean state of repair and preservation, making all necessary and proper replacements and repairs including, but not limited to, replacing all light bulbs and performing all ballast maintenance on lights on the Premises. The accumulation of trash, discarded equipment or parts on the Premises and adjoining road rights-of-way, shall be prohibited and the Lessee must maintain a trash and waste disposal service for the Premises. The Lessee shall provide, at its own cost, such custodial and housekeeping services for the Premises as it may desire. The Authority shall be responsible for maintenance and repairs of the asphalt on the Premises and the Terminal Facilities that are not included in the Premises, including, but not limited to, maintaining the dock and wharf at its condition as of the Effective Date, unless the damage is caused by the Lessee and/or Lessee's Invitees, including, but not limited to, the use of non rubber-tired, road ready vehicles traveling to or from the Premises and cargo that is negligently handled.

**12.2 Authority's Inspection and Entry Rights Relating To Maintenance and Repairs.**

The authorized representatives of the Authority shall have the right at all reasonable times and upon reasonable notice, during normal working hours or at any time without notice in case of an emergency, to enter upon the Premises for the following purposes:

(a) To inspect the Premises to determine whether the Lessee has complied and is complying with the provisions and conditions of this Agreement. This right of inspection reserved to the Authority imposes no obligation on the Authority to make inspections to ascertain the condition of repair or preservation of the Premises or the improvements thereon and imposes no liability upon the Authority for failure to make such inspections.

(b) To perform maintenance and make repairs and replacements in any case where the Lessee is so obligated and has failed to do so within ten (10) business days after receipt of written notice from the Authority to act. The entire cost of said repair, maintenance and replacement, plus fifteen percent (15%) in administrative costs, shall be paid by the Lessee to the Authority within fifteen (15) days from the date of the Authority's invoice.

(c) To perform any emergency repairs deemed necessary by the Authority to eliminate any dangerous condition to which the Lessee does not immediately respond or for which immediate repairs are required under the circumstances. The entire cost of such repair, maintenance and replacement, plus fifteen percent (15%) in administrative costs, shall be paid by the Lessee to the Authority within fifteen (15) days of the date of the Authority's invoice.

#### 12.3 **Effect of Entry.**

No method of entry authorized herein and made by the Authority shall cause or constitute grounds for the termination of this Agreement by the Lessee or be deemed to constitute an interference with the Lessee's possession or use of the Premises.

#### 12.4 **Safety Inspection.**

Authorized safety representatives of the Authority shall have the right at all reasonable times and upon reasonable advanced written notice, during normal working hours, to enter upon the Premises for the purpose of conducting a safety audit, provided that the Authority uses its best efforts to minimize disruption of Lessee's business.

The authorized safety representatives will inspect the Premises to determine whether the Lessee is maintaining the Premises and conducting operations in a safe manner, using OSHA as best practices. The Authority will provide Lessee with a report, within ten (10) business days of its inspection of its findings, including any recommendations to improve safety. The Lessee shall provide the Authority with a written response to the findings within ten (10) business days of receipt of the report. However, the Lessee is under no obligation to concur with and/or implement any of the safety recommendations made by the Authority within a certain time period. If Authority determines, using reasonable discretion, that a serious safety risk exists on the Premises, and the Lessee fails and/or refuses to make the recommended changes, the Authority shall be authorized to perform any action deemed necessary to eliminate the dangerous and/or unsafe condition. The entire cost of such repair, action, maintenance and/or replacement, plus fifteen percent (15%) in administrative costs, shall be paid by the Lessee to the Authority within thirty (30) days of the date of the Authority's invoice.

**Article 13.**  
**ALTERATIONS AND IMPROVEMENTS**

**13.1 Consent Required.**

Other than regular maintenance and repairs required of Lessee pursuant to Section 12.1, the Lessee shall not make any improvement to the Premises or alteration to any improvement located thereon costing in excess of an amount over FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) without having first obtained the written consent of the Authority. Should the Lessee desire to make such alterations or improvements to the Premises or any improvement located thereon, the Lessee shall present its request to the Authority in writing, together with plans and specifications for construction of the proposed improvement or alteration. The Lessee may only commence construction upon receipt of the Authority's written Notice to Proceed.

**13.2 Indemnification.**

The Lessee shall indemnify and save Authority harmless from all loss, damage or liability of any kind or nature by reason of or resulting from Lessee's making any alterations, additions or improvements to the Premises. Except as otherwise expressly provided for herein, any alterations, additions or improvements made by the Lessee to the Premises shall become and remain the property of the Authority at the termination of this Agreement or at the time Lessee surrenders occupancy of the Premises, except that Lessee shall be permitted to remove its property, trade fixtures, machinery and equipment that have not become affixed to the Land.

**13.3 "As Built" to be Provided.**

After construction of any additions, alterations, or improvements is completed, the Lessee shall promptly provide a set of as-built drawings to the Authority at no cost to the Authority.

**Article 14.**  
**ASSIGNMENT, SUBLETTING AND TRANSFER**

The Lessee shall not assign or otherwise transfer any of the rights granted to it by this Agreement, (excluding transfers between existing shareholders), nor shall the Lessee sublease, assign or otherwise transfer any interest in or to the Premises or any improvement located thereon to any third party without the prior written consent of the Authority, which consent may be granted or withheld in the Authority's sole and absolute discretion, except as provided below.

Any change in Lessee's ownership involving the transfer of shares comprising fifty percent (50%) or more of the Lessee's outstanding voting shares (excluding transfers between existing shareholders) shall be considered a change in ownership which shall require written approval of the Authority for continuation of this Agreement. Such approval shall be given at the sole discretion of the Authority regardless of any other provision of this Agreement to the contrary. No assignment, sublease or transfer will release the Lessee from any of its obligations or responsibilities under this Agreement unless the Authority grants the Lessee a release in writing.

Further and notwithstanding anything to the contrary contained in this Article 14 or elsewhere in this Agreement, the Lessee shall be permitted, without prior consent of the Authority, to contract with a stevedore designated by the Lessee for the performance of typical stevedoring activities, including the handling and storage of cargo in relation to the Lessee's operations hereunder.

**Article 15.  
NO INDIVIDUAL LIABILITY**

No appointed member of the Authority, or officer, agent, director or employee of either party hereto shall be held contractually or personally liable under this Agreement because of any breach of the Agreement or because of its execution or attempted execution by such individual.

**Article 16.  
LAWS, ORDINANCES, RULES AND REGULATIONS TO BE OBSERVED**

**16.1 Unauthorized Use.**

The Lessee shall not use or permit the use of the Premises or the Terminal Facilities for any purposes not authorized by this Agreement.

**16.2 Unlawful or Hazardous Use Prohibited.**

The Lessee shall not use or occupy the Premises or permit it to be used or occupied for any unlawful purpose or for any purpose not contemplated by Article 4 that is reasonably determined by the Authority to be hazardous.

**16.3 Compliance with the Law.**

The Lessee shall comply with and shall cause its officers, employees, agents, invitees, guests, contractors and any other persons over whom it has control (including, but not limited to all persons invited or welcomed by the Lessee for any purpose) to comply with all applicable municipal, state and federal laws, ordinances, and rules and regulations, including, but not limited to, those adopted by the United States Occupational Safety and Health Administration, United States Customs and Border Protection, United States Coast Guard, United States Environmental Protection Agency, Florida Department of Environmental Protection, Florida Department of Transportation, United States Department of Transportation, Florida Department of Highway Safety and Motor Vehicles, Florida Department of Law Enforcement, Florida Department of Transportation Office of Motor Carrier Compliance, and the Jacksonville Port Authority Security Division. The Lessee shall also ensure compliance with the Oil Pollution Act of 1990, 33 C.F.R. Part 105, Section 311.12 Florida Statutes, the Authority's rules and regulations governing the use of its Terminal Facilities by its tenants including the Authority's Seaport Security Plan adopted in accordance with 33 C.F.R. Part 105 and Section 311.12 Florida Statutes, and the Authority's published tariff or its reissue. In the event any municipal, state or federal agency implements any law, ordinance, statute, rule or regulation requiring the Authority, as the Terminal owner, to perform any protective or preventative operating function, it shall be the responsibility of the Lessee to perform these functions at its expense, provided that the necessity of such function or



functions is due to the presence of Lessee's operation on the Premises and/or the Terminal Facilities.

Lessee shall grant unimpeded access to its leased areas to the Florida Department of Law Enforcement, as well as Authority and its assigned agents, to include Authority's security personnel, security contractors, and when directed, Jacksonville Sheriff's officers to carry out routine and unannounced inspections of the Premises for compliance with Section 311.12, Florida Statutes and the Maritime Transportation Security Act. Additionally, the Authority's Director of Security or his or her designee will function as the incident commander during man-made or natural disasters or incidents occurring on the Authority's property in accordance with its approved Section 311.12, Florida Statutes and 33 C.F.R. Part 105 security plans. The Authority will retain full authority during any and all emergency situations to take such actions deemed necessary to ensure the safety and security of public seaport property and personnel.

#### 16.4 **Permits and Licenses.**

The Lessee shall be responsible for obtaining all local, state and federal permits, approvals, and/or licenses as may be necessary for it to operate the Premises according to the terms of this Agreement. The Lessee shall maintain, in accordance with applicable law, permits, approvals and licenses it has obtained in connection with this Agreement or Lessee's use of the Premises throughout the Term and shall submit copies to the Authority if requested to do so at no cost to the Authority.

#### 16.5 **Fines or Penalties.**

The Lessee will defend, hold harmless and reimburse the Authority for any fine or penalty assessed against the Authority that is imposed as a result of the Lessee's failure to comply with any law, ordinance, rule or regulation.

#### 16.6 **Inspection of Premises to Verify Compliance.**

The authorized representatives of the Authority shall have the right, at all reasonable times and upon reasonable notice, during normal working hours, to enter upon any part of the Premises to verify the Lessee's compliance with applicable laws and regulations and with the provisions and conditions of this Agreement; provided, however that in the exercise of such entry, except in case of emergency, the Authority shall not interfere in any material respect with the use and occupancy of the Premises by Lessee. The authorized representatives of the Authority shall have the right to enter upon any part of the Premises at any time without notice in the case of emergency.

#### 16.7 **Other Rules and Regulations.**

Unless stated otherwise in this Agreement, all rules and regulations stipulated in Authority's published tariff or its reissue shall apply to operations on the Premises and Terminal Facilities.

**Article 17.**

**ENVIRONMENTAL MANAGEMENT, COMPLIANCE AND RESPONSIBILITY**

**17.1 General Environmental Obligations of the Lessee.**

The Lessee shall:

- (a) maintain the Premises with respect to Lessee's operations in compliance in all material respects with any Applicable Environmental Law and be responsible for making any notification or report required to be made under such law concerning the Premises to the designated governmental authority;
- (b) obtain and maintain in full force and effect all material governmental approvals required by any Applicable Environmental Law for operations on the Premises;
- (c) expeditiously cure at its expense and to the reasonable satisfaction of the Authority any material violation of Applicable Environmental Law at the Premises and/or Terminal Facilities, at Lessee's sole cost and expense, to the extent such violation is attributable to events or conditions that arose from Lessee's operations on the Premises and/or the Terminal Facilities on or after the date of Initial Occupancy;
- (d) not create or operate at the Premises and/or the Terminal Facilities any (i) landfill or dump or (ii) hazardous waste facility or solid waste disposal facility as defined pursuant to RCRA or comparable state or local law, including, but not limited to, the movement or handling of coal ash, fly ash, or other like material; and
- (e) not manufacture, use, generate, transport, store, release, dispose of or handle any Hazardous Substance at the Premises and/or Terminal Facilities that is not in compliance with Applicable Environmental Law, without the prior written permission of the Authority or if permitted under the Authority tariff or its reissue.

**17.2 Fueling and Maintenance Areas.**

In the event the Premises contains a site designated for maintenance and fueling of vehicles, equipment or containers, the Lessee shall maintain, or cause such site to be maintained, in a safe and orderly manner in compliance with applicable law. The Lessee shall allow no material discharge or leakage of Hazardous Substances (including petroleum and petroleum products) on the Premises, nor any *de minimis* discharge or leakage which, when combined with other discharges or leakages would qualify as a material discharge or leakage. Any above ground fuel tanks or mobile tanks or other Authority approved fuel storage facilities that may be installed or used on the Premises shall be protected and operated in compliance with all Applicable Environmental Laws and in accordance with this Article 17.

**17.3 Remediation of Environmental Damage.**

Lessee, at its sole cost and expense, shall expeditiously conduct or cause to be conducted to the reasonable satisfaction of the Authority and in accordance with any Applicable Environmental Law any response or action necessary to remove, remediate, clean up, or abate any

material Hazardous Substance Release, threatened Release, or disposal of Hazardous Substances not permitted under applicable law to the extent such response action is attributable to the use or occupancy of the Premises by Lessee, or its employees, agents, contractors, licensees, subtenants, or invitees. Lessee shall be responsible for the remediation of any contamination to the environment caused by any Hazardous Substance Release resulting from operations of Lessee, or its employees, agents, contractors, licensees, subtenants or invitees conducted on the Premises and/or the Terminal Facilities during the Term (or that occurs during any period of holding over as contemplated by Section 3.2), or that occurred at any time after Lessee's initial occupancy of the Premises, including without limitation, the payment of all investigative, clean up or restoration costs associated therewith.

Notwithstanding anything contained in this Agreement to the contrary, the Lessee shall not be responsible for the remediation of any contamination to the environment caused by any oil or Hazardous Substance Release resulting from operations conducted on the Premises and/or Terminal Facilities that occurred prior to the Initial Occupancy. If and when required by regulatory agencies enforcing Applicable Environmental Law, the Authority shall be responsible for remediation of any material oil or Hazardous Substance Release, threatened Release or disposal of oil or Hazardous Substances at the Premises not permitted under Applicable Environmental Law to the extent such response action is attributable to (I) events or conditions that existed before Initial Occupancy or (II) the use or occupancy of the Premises by the Authority.

**17.4 Lessee's Duty to Report; Authority's Right of Entry.**

The Lessee shall give immediate oral and written notice to the Authority upon receiving notice of the happening of any event involving an emission, spill, release, or discharge of a Hazardous Substance into or upon (i) the air, (ii) soils or any improvements located thereon, (iii) surface water or groundwater, or (iv) the sewer, septic system or waste treatment, storage or disposal system serving the Premises. The Lessee shall also immediately report and submit a written notice to the Authority upon receiving a complaint, order, directive, claim, citation or notice by any governmental authority or any other person or entity with respect to (v) air emissions, (vi) spills, releases, or discharges to soils or any improvements located thereon, surface water, ground water or the sewer, septic system or waste treatment, storage or disposal systems serving the Premises and/or portion of the Terminal Facilities used by the Lessee, (vii) noise emissions, (viii) solid or liquid waste disposal, (ix) the use, generation, storage, transportation, or disposal of toxic or Hazardous Substances or wastes, or (x) other environmental, health or safety matters affecting the Lessee, the Premises, or any improvements located thereon, or the business conducted thereon.

Without limiting the foregoing, the Authority shall have the option, but shall not be obligated, to exercise any of its rights as provided in this Agreement and may enter onto the Premises for the following purposes:

(a) To inspect the Premises during regular business hours and upon giving reasonable notice, or at any time in case of emergency to determine whether Lessee is complying with the terms and conditions of this Article 17. This right of inspection reserved to the Authority shall impose no obligation on the Authority to make such inspections and imposes no liability upon the Authority for failure to make such inspections

(b) To take any actions it deems necessary or advisable to monitor, clean up, remove, resolve, or minimize the impact of, or otherwise deal with, any Hazardous Substances Release, or complaint upon the Authority's receipt of any notice from any person or entity asserting the happening of a Hazardous Substance Release or a complaint on or pertaining to the Premises and/or Terminal Facilities after notice to Lessee.

(c) All costs and expenses incurred by the Authority in the exercise of such rights shall be deemed additional costs hereunder and shall be payable by Lessee to the Authority upon demand, unless the Authority is solely responsible for the occurrence or the circumstances relating to the complaint.

No entry by the Authority upon the Premises as outlined above shall cause or constitute grounds for the termination of this Agreement by the Lessee or be deemed by the Lessee to constitute an interference with the Lessee's possession.

#### **17.5 Environmental Inspection.**

The Authority reserves the right and may, during normal business hours on business days and upon reasonable notice or at any time without notice in case of an emergency enter upon the Premises for the purpose of determining the Lessee's compliance with the provisions of this Agreement relating to environmental matters. Throughout the Term, the Authority shall be granted complete access to all records maintained by the Lessee relating to the use or storage of Hazardous Substances on the Premises. The Lessee shall provide the Authority with copies of any and all reports prepared by its environmental consultants pertaining to "reportable events" and the environmental condition of the Premises within twenty-four (24) hours of receipt by the Lessee's management. Nothing in this Agreement is intended to provide access to the Authority to documents that are attorney-client privileged or covered under the attorney work product doctrine or waive Lessee's rights in regard to such documents.

#### **17.6 Removal of Hazardous Substances and Equipment.**

The Lessee shall remove, or cause to be removed, from the Premises at its expense, as appropriate, by the date of termination of this Agreement any Hazardous Substances or equipment utilized to manufacture, generate, transport, treat, store, release, dispose or handle any Hazardous Substance used by the Lessee in the course of the Lessee's business.

### **Article 18. SECURITY**

The Lessee assumes all responsibility for the security and protection of the Premises, including, but not limited to compliance at Lessee's expense with Section 311.12, Florida Statutes, and the Federal Maritime Transportation Security Act, 33 C.F.R., Part 105, except as otherwise set forth herein. Any additional security deemed necessary by the Lessee specifically for the Premises shall be the responsibility of Lessee and shall be procured by the Lessee at its sole expense.

18.1 **Burden of Compliance.**

Pursuant to the requirements of Section 16.3 hereof, the Lessee must comply with all laws imposing security requirements and measures relative to the Lessee's use and occupation of the Premises and the Terminal Facilities. Specifically, the Lessee understands and agrees that it shall bear the primary responsibility of compliance with the requirements of Section 311.12, Florida Statutes, as amended and 33 C.F.R., Part 105. Such compliance includes the payment of the costs and expenses of all operational requirements related to mandated security measures as well as the payment of all costs for security related infrastructure that must be installed or maintained on the Premises, including the cost of interfacing the information technology features of Lessee's security system with the security system of the Authority. The Lessee agrees that it shall be responsible for the payment of all such costs and expenses. The Authority agrees that it shall reasonably cooperate with the Lessee by coordinating the efforts of the parties whenever the security measures required of each can best be served by a cooperative effort. The Lessee recognizes that the Authority has certain security responsibilities imposed on it by law as the owner of the Premises and in its capacity as a public deep water port.

The Lessee therefore agrees that the Authority retains full and final decision-making authority for all security related matters.

18.2 **Security Access.**

The Lessee agrees that it will grant the Authority unrestricted access to the Premises in order for Authority to determine and ensure compliance with, and to carry out any day-to-day implementation of security plans and policies necessary to achieve compliance with, any and all applicable local, state or federal laws and/or regulations. The Lessee shall promptly take such corrective action as is directed by the Authority as necessary to achieve compliance with such laws and/or regulations.

The Lessee shall allow unrestricted access to the Premises through a gate to be designated by the Authority. The Authority shall issue a lock to the Lessee to be maintained on the designated gate and keys to said lock and the Lessee shall maintain proper key control as required by 33 CFR Part 105, Section 311.12 Florida Statutes, the Florida Seaport Security Standard Minimum Requirements and the Authority's Seaport Security Plan and shall be subject to audit by the Authority as required by such. Every effort shall be made by the Authority and Lessee to identify a mutually agreed-upon gate for the emplacement of the Authority's access control lock. If a mutual agreement can not be reached, the Authority's Facility Security Officer shall designate the security access gate. The Lessee shall not alter, tamper, modify, remove, destroy or install additional locks or conduct other such activities to prohibit or delay access by the Authority or its designee. The gate will be marked with signage furnished and installed by the Authority. The Lessee shall immediately report to the Authority any damage or loss of any lock, key or sign. In the event the Authority or its designee is unable to gain access through the designated gate due to actions of the Lessee (including, but not limited to, all persons invited or welcomed by the Lessee for any purpose), the Authority shall remove and/or replace any such impediments to access. Any such expense of removal, repair or replacement shall be the responsibility of the Lessee, including but not limited to the actual cost of materials, labor or fines levied by any regulatory or enforcement

body. The Lessee shall maintain operational control of the designated security access gate to perform regular business activities.

18.3 **Indemnification.**

In those instances when the Authority is providing security services, oversight or assistance to the Lessee in matters of security, the Lessee agrees that it shall hold the Authority harmless from and not prosecute any claim against the Authority for direct or consequential damages occurring as a result of the loss of business or any other loss resulting from the suspension or delay of the Lessee's business operations occasioned by the enforcement of any security requirement imposed by federal, state or local law and/or regulation.

**Article 19.  
DISPUTE RESOLUTION**

19.1 **Litigation.**

In the event that the parties are unable to resolve any dispute arising out of this Agreement, either party may elect to file an action in any court with jurisdiction over the matter that is located in Duval County, Florida.

19.2 **Non-Waiver of Immunity.**

Nothing contained in this Article 19 shall be construed as modifying, limiting, restricting or otherwise adversely affecting the sovereign immunity defenses and limitations available to the Authority under Section 768.28, Florida Statutes and other sovereign immunity limitations of applicable law.

**Article 20.  
SURRENDER OF LEASED PREMISES**

20.1 **Condition of the Premises and Improvements.**

The Lessee covenants that, at the expiration of the Term of this Agreement or at any earlier termination, it will surrender the Premises to the Authority in a good and clean state of repair and preservation, ordinary wear and tear excepted. Ordinary wear and tear shall not include deterioration of the Premises that could have been prevented by proper maintenance practices on the part of the Lessee or by the Lessee properly performing its obligations under this Agreement.

20.2 **Title to Improvements.**

Upon expiration or termination of the Term, all buildings, fixtures and other improvements built on, or made to, the Premises by the Lessee shall remain on the Premises and shall immediately become the exclusive property of the Authority. Upon surrender of the Premises, Lessee shall remove all equipment, trade fixtures and personal property belonging to it or leased from third parties which have not assumed the characteristics of a permanent fixture. All personal property of Lessee not removed from the Premises upon termination or natural expiration of this Agreement shall be deemed abandoned and shall become property of the Authority, unless the Authority elects

not to assume ownership, in which case the Authority may dispose of the same or store the same for Lessee's benefit, in either case at Lessee's sole cost and expense.

20.3 **Damage to Property.**

Any damage caused to the Premises or the Authority's property by the removal of any of the Lessee's equipment, trade fixtures, improvements, or personal property shall be repaired by the Lessee at its sole expense within a reasonable period from the time the damage occurs.

20.4 **Leasehold Improvement Liens.**

The Lessee shall not pledge, assign or grant any liens or encumbrances relating to the use and occupancy of the Premises or to any improvements made to or on the Premises by the Lessee.

**Article 21.  
DEFAULTS; INTERRUPTIONS; TERMINATIONS**

21.1 **Events of Default.**

Any of the following events shall constitute an "Event of Default" of this Agreement by the Lessee:

- (a) If the Lessee transfers more than fifty percent (50%) substantial control of its assets and/or its business operations or activity to any other entity (excluding transfers between existing shareholders) unless such transfer is approved by the Authority or permitted—as stipulated in Article 14; or
- (b) If the fees, charges or other payments which the Lessee agrees to pay or is obligated to pay hereunder, are not received by the Authority within ten (10) days of the due date; or
- (c) If the Lessee files a voluntary petition for bankruptcy, or makes a general assignment for the benefit of creditors; or
- (d) If the Lessee is adjudicated bankrupt; or
- (e) If any act occurs which deprives the Lessee permanently of the rights, powers and privileges necessary for the proper conduct and operation of its business; or
- (f) If at any time the Lessee abandons and ceases to use the Premises for a period of thirty (30) consecutive days, except when such abandonment and cessation is due to *force majeure* as defined in Section 22.14, default of the Authority, or other cause beyond the Lessee's control; or,
- (g) If at any time the Lessee uses or permits the Premises to be used for any purpose which has not been authorized by this Agreement or by a subsequent written agreement between the Lessee and the Authority; or
- (h) If the Lessee uses or permits the use of the Premises in violation of any law, rule or regulation; or

- (i) If the Lessee materially violates any of the provisions of this Agreement.

**21.2 Remedies on Event of Default.**

Upon the happening and during the continuance of any Event of Default specified in Section 21.1, and after the expiration of any applicable cure period set forth in Section 21.1, or if no cure period is set forth in Section 21.1, after the Authority has provided Lessee with notice of such Event of Default and Lessee has not, within fifteen (15) days thereafter (or such longer period reasonably needed no to exceed ninety (90) days) cured such Event of Default, the Authority may, at its sole and absolute discretion, avail itself of any remedy provided by law and/or equity, including without limitation, any one or more of the following remedies:

(a) Without initially terminating this Agreement, the Authority may reenter and take possession of the Premises, and the Lessee shall continue to timely make such payments as required under this Agreement. The Authority may thereafter enter into a new lease of the Premises with any party, or operate the same on its own behalf. Immediately prior to commencement of the Authority's operation of the Premises or the effective date of the new lease, as applicable, the Authority shall notify the Lessee of such event.

(b) The Authority may immediately terminate this Agreement, enter the Premises and exclude the Lessee from possession of the Premises, declare all Throughput Fees and other charges and amounts which are then due and payable and costs of the Authority to prepare the Premises for reletting to be immediately due and payable. The Authority shall make reasonable attempts to mitigate the damages caused by Lessee's Event of Default and amounts recovered by the Authority from the use of the Premises subsequent to the Event of Default shall offset the amounts that the Authority recovers hereunder.

(c) The Authority may take whatever other action at law or in equity that it considers to be necessary or desirable in order to collect any amounts then due and thereafter to become due from Lessee, or to enforce performance and observance of any obligation, agreement or covenant of Lessee under this Agreement, or may exercise all rights and remedies that are available under Florida and federal law. No method of entry authorized herein and made by the Authority shall cause or constitute a default of this Agreement or be deemed to constitute an interference with the possession or use of the Premises by the Lessee if made in accordance with the terms of this Agreement and applicable law.

**21.3 Remedies not Exclusive.**

No remedy under this Article 21 is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or existing in law or equity. No delay or omission to exercise any right upon breach shall impair any such right or shall be construed to be a waiver thereof.

**21.4 Time of Termination:**

Except as may be specifically otherwise provided for in this Agreement, no termination declared by either party shall be effective unless and until thirty (30) days have elapsed after written notice of the termination is received by the other party specifying when such termination



shall take effect and detailing the cause for termination of the Agreement. If such termination is by reason of a default for which termination is authorized under this Agreement, that default must be specified. No termination shall be effective if such default shall have been cured during such thirty (30) day period, nor shall such termination be effective if correction of the default is commenced within said thirty (30) days and completed as promptly as reasonably practicable. Notwithstanding the foregoing, the Authority shall not be required to give the Lessee notice of Lessee's commission of the same or a similar type of default more than twice during any consecutive twelve (12) month period and the Lessee's failure to cure after the second notice. If this Agreement is to be terminated for failure of the Lessee to pay Premises Rental Fees or any other fees and charges stipulated in **Exhibit B** within thirty (30) days of the date due, the Authority may give the Lessee notice of its intent to terminate this Agreement within fifteen (15) days after said thirty (30) day period has expired. However, if payment in full is made within this fifteen (15) day period, this Agreement shall not terminate.

**21.5 Interruption of Utilities, Services or the use of Facilities.**

The Authority does not warrant that the provision of utilities or services or the use of the Premises or other facilities contemplated herein will be free from interruptions caused by repairs, renewals, improvements or alterations; strikes or lockouts; accidents; electrical failures, interruptions or surges; the inability of the Authority to obtain utilities or supplies; or any other cause beyond the reasonable control of the Authority. Except as otherwise provided herein, no such interruption shall constitute grounds for termination of this Agreement by the Lessee, or render the Authority liable to the Lessee for damages resulting from such interruption or relieve the Lessee from performing its obligations under this Agreement, unless the Authority caused such interruption or failed to take commercially reasonable actions to address any such interruption.

**21.6 Termination of Agreement for Condemnation or Changed Circumstances.**

(a) *Condemnation.* If, as contemplated by Section 22.12, any part of the Premises are taken or condemned under power of eminent domain by any governmental authority during the Term and, as a result of such taking, the parties mutually agree that the part so taken causes the Premises to be no longer commercially viable for the Lessee's operation, the Lessee shall have the option, upon full payment of all Rent, Additional Rent, Throughput Fees and any other amounts due and payable to the Authority, to cancel this Agreement in its entirety without penalty as long as the Authority cannot offer the Lessee suitable replacement premises.

(b) *Changed Circumstance.* In the event that, at any time during this Agreement the Jones Act, a Maritime Law adopted in 1920, is abolished (a "Changed Circumstance"), and such abolished law causes Lessee to be unable to meet its Minimum Annual Guarantee and drastically alters Lessee's cargo flows, Lessee may provide the Authority with written notice of its revised service needs ("Notice of Revised Needs"). Following receipt of such notice by the Authority, the parties shall, for a period not to exceed thirty (30) days (the "Negotiation Period"), negotiate in good faith options to modify this Agreement to meet Lessee's revised needs.

(c) *Early Termination.* If, after the Negotiation Period, the parties are unable to reach agreement on a modification to this Agreement, then (i) if Lessee's business continues to operate, Authority may review information provided by Lessee and, at Authority's discretion elect to modify the

Minimum Annual Guarantee to reflect changes in Lessee's business resulting from the Changed Circumstance; or (ii) if Lessee's business operations cease as a result of the Changed Circumstance, Lessee may give the Authority written notice of its intent to terminate this Agreement (the "Termination Notice"). The date of termination ("Termination Date") shall be no sooner than ninety (90) days from the date that the Authority receives the Termination Notice.

(d) *Early Termination Shortfall Payment to Authority.* Should this Agreement be terminated as contemplated in Section 21.6(c) above, the Lessee shall pay the Authority an early termination shortfall payment ("Early Termination Shortfall Payment") for the twelve (12) month period immediately following the date of the Lessee's Termination Notice. The amount of the Early Termination Shortfall Payment shall be calculated by subtracting 500,000 short tons from the number of short tons actually handled by the Lessee across the Premises between the date of the Termination Notice and the Termination Date, and multiplying the result by the then-applicable throughput rate. Authority and Lessee shall meet within five (5) business days following the Termination Date in order to determine the Early Termination Shortfall Payment, and Lessee shall make such payment within fifteen (15) days thereafter.

## **Article 22.**

### **GENERAL PROVISIONS**

#### **22.1 Non-Waiver.**

A waiver by either party of any of the provisions, conditions, or covenants of this Agreement shall not be deemed by the other party at any time thereafter to be a waiver of the same or any other provision, condition, or covenant herein contained, or to be a waiver of the requirement for the strict and prompt performance thereof. No notice by either party is required to restore or revive any right, power, remedy, privilege or option following a waiver by either party of any requirement, obligation or default of the other.

#### **22.2 Options, Rights, Powers and Remedies are Independent.**

Each of the options, rights, powers, or remedies given to either party according to this Agreement shall be cumulative, and no one of them shall be exclusive of the other or exclude any remedies provided by law. The exercise of one option, right, power or remedy shall not preclude the exercise of any other option, right, power or remedy, except in those cases where it is expressly so provided.

#### **22.3 Modifications.**

No change in, modification to, or amendment to this Agreement shall be valid or enforceable unless it is approved by the Lessee and the Authority, reduced to writing and executed by the duly authorized representatives of the Authority and the Lessee.

#### **22.4 Severability.**

In the event any covenant, condition or provision of this Agreement is held to be invalid by any court of competent jurisdiction, such determination of invalidity will not materially prejudice either the Authority or the Lessee as to their respective rights or other obligations

contained in the valid covenants, conditions or provisions of this Agreement that shall remain and continue in full force and effect.

22.5 **Exhibits.**

All exhibits or schedules referenced in this Agreement or that may be referenced from time to time in any duly executed amendment to this Agreement are by this reference incorporated herein and shall be deemed to be a part of this Agreement as if fully set forth herein. Certain exhibits and schedules to this Agreement will be adjusted as a result of self-executing provisions of this Agreement and those changes will take effect automatically.

22.6 **Notices, Consents and Approvals.**

All notices, consents or approvals required by or otherwise contemplated by this Agreement shall be provided in writing and signed by a duly authorized representative of the party on whose behalf they are given. Such notice, consent or approval shall be deemed to be validly and sufficiently served at the time a properly addressed letter with sufficient postage is (i) deposited in any U. S. Post Office and sent certified or registered mail, return receipt requested, or (ii) by a nationally recognized overnight carrier.

(a) Notice to the Authority shall be addressed to:

Jacksonville Port Authority  
Attn: Chief, Administration and Corporate Performance  
Post Office Box 3005  
Jacksonville, Florida 32206-3005

(b) With copy to:

Office of General Counsel  
Attn: Government Operations  
117 West Duval Street, Suite 480  
Jacksonville, Florida 32202

(c) Notice to the Lessee shall be addressed to:

Trailer Bridge, Inc.  
Attn: Mitch Luciano CEO/President  
10405 New Berlin Road East  
Jacksonville, Florida 32226

**22.7 Place of Payment.**

Payments required pursuant to this Agreement shall be made by Lessee to:

Lockbox:	Jacksonville Port Authority PO Box 947820 Atlanta, GA 30394-7820 Lockbox number: 865820
ACH: Bank:	Wells Fargo Bank, N.A. 1 Independent Drive Jacksonville, FL 32202
Account #:	4613062413
Account Name:	Jacksonville Port Authority Operating Account
Wire ABA:	121000248

**22.8 Headings.**

The headings of the articles and sections of this Agreement are included only as a matter of convenience and for reference and in no way define or limit the scope or intent of the provisions of this Agreement. They shall not be construed to affect the provisions of this Agreement or to define or limit the interpretation or construction of this Agreement.

**22.9 Counterpart.**

This Agreement may be signed in any number of counterparts, each of which shall be deemed an original so long as it bears the signature of the authorized representatives of both parties.

**22.10 Independent Contractor.**

The parties hereto agree that the Lessee is an independent contractor and as such is not subject to the direction or control of the Authority except that the Lessee shall be required to comply at all times with the Authority’s general rules and regulations governing the use of the Terminal Facilities that are applicable to all tenants of the Authority. This Agreement shall not be construed so as to establish a joint venture or partnership between the parties hereto.

**22.11 Non-Discrimination.**

The Lessee agrees that it shall use the Premises in compliance with all non-discrimination requirements imposed by any applicable federal, state or local law. The Lessee also agrees that it will not discriminate against any employee or applicant for employment because of race, religion, color, creed, sex, age, national origin, disability, veteran or family status neither will it discriminate in hiring nor fail to make reasonable accommodation for qualified disabled employees.

22.12 **Eminent Domain.**

If any part of the Premises is taken under power of eminent domain by any governmental authority during the Term of this Agreement, then this Agreement shall be amended to exclude the part so taken from the Premises and the Rent, Additional Rent, Throughput Fees and/or the Minimum Annual Guarantee shall be equitably adjusted in proportion to the reduced production capacity of the Premises attributable to the part so taken, subject to Section 21.6.

The Lessee shall have no right to share in any award made to the Authority as a result of a taking of all or a portion of the Premises by eminent domain. The Lessee shall not be entitled to seek apportionment of such an award based on its leasehold interest.

22.13 **Quiet Enjoyment.**

The Authority covenants that, if and as long as the Lessee shall faithfully perform the agreements, terms, covenants and conditions hereof, the Lessee and any Person who lawfully and in conformity with the provisions hereof claims through or under the Lessee shall and may peaceably and quietly have, hold and enjoy the Premises, subject to the terms and conditions of this Agreement, for the term hereby granted without molestation or disturbance by or from the Authority or any person claiming through or under the Authority. This covenant shall be construed as a covenant running with the Land, to and against successors to the Authority's interest in the lease under this Agreement, and is not, nor shall it operate or construed as, a personal covenant of the Authority.

22.14 **Force Majeure.**

Neither the Authority nor the Lessee shall be deemed to be in breach of this Agreement if either party is prevented from performing any obligations required of it hereunder by reason of strikes, boycotts, shortages of materials, labor disputes, embargoes, shipwrecks or obstructions to navigation, acts of God, acts of public enemy, acts of superior governmental authority, floods, windstorms, riots, rebellion, or any other similar circumstances for which it is not reasonably responsible and which is not within its control; provided nothing stated in this Section 22.14 shall relieve Lessee of its obligation to pay Rent, Additional Rent, Throughput Fees and any other fees and charges.

22.15 **Governing Law.**

This Agreement is to be read and construed in accordance with Florida law. Any disputes relating to this Agreement must be resolved in accordance with Florida law. Venue for any action arising under this Agreement shall be in the courts vested with jurisdiction for Duval County, Florida.

22.16 **Liens and Encumbrances.**

Lessee agrees to keep the Premises free and clear of all liens and encumbrances arising or growing out of the use and occupancy of the Premises by the Lessee, its agents, licensees, subtenants, contractors and subcontractors.

22.17 **Inspection of Records.**

The Authority shall have the right to inspect the books, records or other data of the Lessee, provided such inspection is made during regular business hours. The Lessee agrees to retain and make available all books, records or other data pertaining to tonnage and throughput for at least five (5) years following the termination of this Agreement.

22.18 **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 the Duval County public health unit. [F.S. 404.056(5)]

22.19 **Asbestos.**

Asbestos is an incombustible, chemical-resistant, fibrous mineral form of impure magnesium silicate often used for fire proofing, electrical insulation and building materials. When the materials containing asbestos are disturbed causing the asbestos to flake and the asbestos fibers to become airborne, the fibers can be inhaled causing serious health risks. In the event any renovations, changes, alterations or improvements are made to the Premises which would disturb or involve materials in the Premises containing asbestos, all federal, state and local laws involving the removal of asbestos shall be followed.

22.20 **Construction.**

Both parties acknowledge that they have had meaningful input into the provisions and conditions contained in this Agreement. Therefore, any doubtful or ambiguous provisions contained herein shall not be construed against the party who physically prepared this Agreement. The rule sometimes referred to as “Fortius Contra Proferentum” shall not be applied to the interpretation of this Agreement.

22.21 **Non-licensed Spectrum Devices.**

The Lessee agrees that it will consult and notify the Authority of additions of non-licensed spectrum devices within the Authority’s property. These devices include wireless access points, RFID systems and cordless phones utilizing 900 MHz, 2.4 GHz and 5.8 GHz spectrum. The Authority will document and coordinate usage of these frequencies in an effort to provide maximum usability for both tenants and the Authority and Lessee will cooperate to avoid interference with the Authority’s property. Notification of additions or removal of RF frequency devices should be forwarded to the Authority’s Director of Information Technology who will respond within 10 business days to acknowledge and permit usage, provided the intended usage does not interfere with other tenants or the Authority initiatives. The Authority will provide for an annual RF survey. The results of this survey will be made available to the Authority tenants to allow for design and future initiatives.

22.22 **Survival.**

Any obligations and duties that by their nature extend beyond the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement and remain in effect. Without limiting the foregoing, all obligations for the payment of fees or other sums accruing up to the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement.

22.23 **Non-Waiver of Immunity.**

Nothing contained in this Agreement shall be construed as modifying, limiting, restricting or otherwise adversely affecting the sovereign immunity defenses and limitations available to the Authority under Section 768.28, Florida Statutes, and other sovereign immunity limitations of applicable law.

22.24 **No Third-Party Beneficiaries.**

This Agreement shall be binding upon and inure solely to the benefit of each party hereto. Nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Agreement.

22.25 **Annual Appropriation.**

Obligations of the Authority hereunder are subject to annual appropriation.

22.26 **Representations and Warranties of Lessee.**

The Lessee, as of the Effective Date, hereby represents and warrants to the Authority that it has corporate power to enter into this Agreement and to perform all acts required to be performed by the Lessee and that its execution and delivery have been duly authorized by all necessary corporate action.

22.27 **Further Assurances.**

Lessee agrees that it will, from time to time, execute, acknowledge and deliver or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required by the Authority for carrying out the expressed intention of this Agreement.

**Article 23.**

**ENTIRE AGREEMENT**

The parties hereto understand and agree that this instrument contains the entire agreement between the Authority and the Lessee for the use of the Premises by the Lessee. The parties understand and agree that neither party nor its agents have made any representation or promise with respect to this Agreement except as expressly set forth herein; and that no claim or liability shall arise for any representations or promises not expressly stated in this Agreement. Any other

written or oral agreement regarding the Premises is expressly nullified upon the execution of this Agreement unless otherwise specifically provided herein.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be signed by their duly authorized representatives as of the date first written above.

**Witness:**

**Jacksonville Port Authority**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Eric Green  
Its: Chief Executive Officer

**Witness:**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**Approved as to Form:**

By: \_\_\_\_\_  
Office of the General Counsel

**Witness:**

**Trailer Bridge, Inc.**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**Witness:**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_



LAND/PREMISES – Blount Island



**Exhibit B**  
**TERM AND SCHEDULE OF FEES AND CHARGES**

I. TERM:

The Initial Term of this Agreement shall commence on the Effective Date and terminate at midnight January 26, 2041.

II. PREMISES RENTAL FEE: Lessee shall pay the Authority premises rental fees as follows. All Premises Rental Fees are subject to Florida State Sales Tax:

PREMISES	MONTHLY RENTAL FEE	ANNUAL RENTAL FEE
A. 33.9 acres @ Blount Island Marine Terminal @ \$61,089.47 per acre per year – Exhibit A	\$ 172,577.75	\$2,070,933.03

III. MINIMUM ANNUAL GUARANTEE:

A. **SCHEDULE OF GUARANTEED THROUGHPUT:** The following schedule of Guaranteed Throughput (“Throughput Schedule”) mandates the number of short tons that Lessee will handle across the Premises during that period of time commencing on the Effective Date. Lessee guarantees Authority that it will handle no less than the number of short tons mandated as Guaranteed Throughput for each Contract Year shown in the Throughput Schedule as follows:

<u>Time Period</u>	<u>Guaranteed Throughput Schedule</u>
Each Contract Year	<u>Guaranteed Throughput</u> 500,000 short tons

B. If, during any Contract Year, Lessee does not handle the tonnage required by Paragraph A. above and thus fails to meet the annual minimum guarantee as specified in the guaranteed throughput schedule, thirty (30) days after the end of the prior Contract Year, Authority shall invoice Lessee for an amount calculated by multiplying the difference between the number of short tons guaranteed for that Contract Year and the number of short tons that Lessee actually handled across the Authority’s docks during that time period by the throughput rates as adjusted for the Contract Year total volume increments established in Paragraph IV of this Exhibit B. Such tonnage shortfall in the annual minimum guarantee shall be invoiced to Lessee at the applicable throughput rate established during that Contract Year. Lessee shall pay Authority’s invoice within thirty (30) days of the invoice date.

IV. THROUGHPUT FEES: The following Throughput Fees shall be paid by Lessee to Authority and include wharfage, dockage and terminal use charges, excluding empty containers Throughput on cargo received by truck or rail to the Premises that is then delivered from the Premises by truck or rail becomes due only at the time that the cargo is delivered to truck or rail.

<u>Annual Throughput Increments</u>	<u>Rate per Short Ton*</u>
0-300,000 short tons	\$1.77
300,001-700,000 short tons	\$1.04
Over 700,000 short tons	\$0.83

\* These rates will be adjusted based on CPI as of the Effective Date.

V. CONTAINER CRANE RENTAL: Lessee shall pay to the Authority container crane rental of \$577.34 per work hour without operator, applicable sales tax.

VI. IDLE DOCKAGE FEE: Lessee shall pay Authority the idle dockage fees established by the Authority’s published tariff or its reissue for vessels laying idle and not working in accordance with the vessel’s established working schedule.

VII. ANNUAL INCREASE IN FEES:

On November 1, 2023 and on November 1 of each Contract Year thereafter throughout the Term of this Agreement, the Premises Rental Fees for Blount Island and the Throughput Fees shall be increased by the same percent of increase that occurred in the Consumer Price Index (“CPI”) for the twelve month period that ended three (3) months just prior to November. The percent of increase in the CPI for this twelve month period will be computed utilizing the index for Urban Wage Earners and Clerical Workers 1982-84 = 100, All Items, as published by the Bureau of Labor Statistics of the U. S. Department of Labor or any successor agency. This annual increase in fees shall be self-executing and shall automatically take effect on November 1 of each Contract Year without the necessity of any formal amendment being made to this Agreement in order to implement an increase. If there has been a negative fluctuation in the CPI at the time an annual increase would have otherwise been implemented, such negative fluctuation shall not be used to reduce the amount of any fees previously paid by Lessee and therefore the ensuing year, Lessee shall pay fees and charges calculated according to the same rates that were in effect for the previous year. If the CPI becomes unavailable or is revised, a substitute shall be used to obtain substantially the same results as would be obtained if the CPI had not been discontinued or revised.

VIII. OTHER FEES AND CHARGES: Any other fees and charges due and payable to the Authority by the Lessee, not stipulated by this Agreement, shall be assessed and handled in accordance with the Authority’s published tariff or its reissue.

IX. PREFERENTIAL BERTHING: Lessee may use the Triple Deck Loading Berth on a preferential basis on two (2) designated days per week. Said designation shall be made by Lessee and furnished to Authority in writing. Currently, preferential berthing is Wednesday 1900 to Friday 1900. Said designation may be changed by Lessee with thirty (30) days prior written notice to the Authority, and shall be approved as long as said change does not conflict with other berthing

agreements. For any use by Lessee of the Triple Deck Loading Berth in which Lessee is not actively loading or unloading a vessel, Lessee shall pay idle dockage fees as described in Paragraph VII above.

X. OTHER RULES AND REGULATIONS: Unless stated otherwise in the Agreement, all Rules and Regulations stipulated in the Authority's published tariff or its reissue shall apply to Lessee's operations on the Terminal Facilities.

**Exhibit C**  
**LESSEE INSURANCE REQUIREMENTS**

Prior to commencement of operations or occupation of the Premises Lessee must have procured the insurance coverage as follows:

**I. WORKERS COMPENSATION/EMPLOYERS LIABILITY:**

- a. Part I State Requirement
- b. Part II Each Accident \$1,000,000  
Disease-Policy Limit \$1,000,000  
Disease-Each Employee \$1,000,000
- c. In addition to coverage for the Florida Workers' Compensation Act, coverage will be for the Longshore and Harbor Workers' Compensation Act, Maritime Employer Liability.

**II. COMMERCIAL GENERAL LIABILITY:**

- a. The Authority shall be named and endorsed as an additional insured.
- b. Combined Single Limit of Liability for Personal and Bodily Injury and Property Damage including Fire Legal Liability as follows:  
General Aggregate \$10,000,000  
Each Occurrence \$2,000,000  
Fire Legal Liability \$1,000,000

**III. COMPREHENSIVE AUTOMOBILE LIABILITY:** Coverage shall include all owned, non-owned or hired automobiles.

Combined Single Limit of Liability \$1,000,000

**IV. PROPERTY INSURANCE/ALL RISK:** Coverage shall be in the amount of the full insurable value of the property, including wind, flood and earthquake insurance. Coverage shall also include the full value of the Equipment, the Improvements, personal property and contents and/or cargo under Lessee's care and custody.

**V. TERMINAL OPERATOR'S AND STEVEDORE'S LIABILITY:** Lessee shall carry Terminal Operator's and Stevedore's Liability Insurance in an amount of not less than \$3,000,000 per occurrence.

**VI. POLLUTION LEGAL LIABILITY:** LESSEE shall carry Pollution Legal Liability Insurance in an amount no less than \$5,000,000 per incident/aggregate for bodily injury, property damage, business interruption and extra expense covering process, operations and transportation/vehicles, loading and unloading.

**VII. UMBRELLA LIABILITY INSURANCE:** \$25,000,000 excess to the foregoing on the form basis set forth in this Exhibit. The excess policy shall also schedule Pollution Liability if separately placed, Employer's Liability, Maritime Employer's Liability and FELA.

**Trailer Bridge Comparison New contract vs Current Over life of contract**

	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	
Land Rent \$61,089.47 per acre	2,070,933	2,133,061	2,197,053	2,262,964	2,330,853	2,400,779	2,472,802	2,546,986	2,623,396	2,702,098	2,783,161	2,866,656	2,952,655	3,041,235	3,132,472	3,226,446	3,323,240	855,734	45,922,524
MAG 500,000 short tons	739,000	761,170	784,005	807,525	831,751	856,704	882,405	908,877	936,143	964,227	993,154	1,022,949	1,053,637	1,085,246	1,117,804	1,151,338	1,185,878	305,364	16,387,177
<b>Total New Contract</b>	<b>2,809,933</b>	<b>2,894,231</b>	<b>2,981,058</b>	<b>3,070,490</b>	<b>3,162,604</b>	<b>3,257,482</b>	<b>3,355,207</b>	<b>3,455,863</b>	<b>3,559,539</b>	<b>3,666,325</b>	<b>3,776,315</b>	<b>3,889,604</b>	<b>4,006,293</b>	<b>4,126,481</b>	<b>4,250,276</b>	<b>4,377,784</b>	<b>4,509,118</b>	<b>1,161,098</b>	<b>62,309,701</b>
<b>Current contract</b>																			
Land Rent 24,180	771,332	794,472	818,306	842,855	868,141	894,185	921,011	948,641	977,100	1,006,413	1,036,606	1,067,704	1,099,735	1,132,727	1,166,709	1,201,710	1,237,761	318,724	17,104,133
MAG	739,000	761,170	784,005	807,525	831,751	856,704	882,405	908,877	936,143	964,227	993,154	1,022,949	1,053,637	1,085,246	1,117,804	1,151,338	1,185,878	305,364	16,387,177
	525,000	525,000	525,000	525,000	525,000	525,000	525,000	525,000	525,000	525,000	525,000	525,000	525,000	525,000	525,000	525,000	525,000	131,250	9,056,250
<b>Total Current Contract Terms</b>	<b>2,035,332</b>	<b>2,080,642</b>	<b>2,127,311</b>	<b>2,175,381</b>	<b>2,224,892</b>	<b>2,275,889</b>	<b>2,328,415</b>	<b>2,382,518</b>	<b>2,438,243</b>	<b>2,495,641</b>	<b>2,554,760</b>	<b>2,615,653</b>	<b>2,678,372</b>	<b>2,742,973</b>	<b>2,809,513</b>	<b>2,878,048</b>	<b>2,948,639</b>	<b>755,337</b>	<b>42,547,560</b>

**Contract Improvement Over Term**  
**\$19,762,142**

Board of Directors Meeting - R2022-06-01 Engineering and Construction Update

KEY CAPITAL PROJECTS

No.	Contract Number	Project Description	Vendor	Scope	Original Contract Amt. (\$)	Approved Change Orders To Date	Total Contract as Amended	Payments to Date	Work Remaining To Invoice	Proposed Change Orders (PCO's)	Remarks					
	AE-1436D	Rehabilitate Wharfs 33 & 34	HDR Eng., Inc.	Engineering Services During Construction BIMT Wharf Reconstruction Phase II	\$1,813,479	\$1,167,800	\$2,981,279	\$2,666,556	\$314,723	\$0	HDR awarded contract for Services During Construction. HDR is performing on-site daily observation including reports. HDR is performing close-out duties, inspecting punch list items, reviewing change orders and final as-built drawings.					
				Last CO #03 05/05/22												
	C-1436C		Manson Construction	BIMT Wharf Rehabilitation Phase II	\$51,021,172	\$510,157	\$51,531,329	\$49,020,095	\$2,511,234	\$0	Manson Construction Co was awarded the construction contract to build Phase 2A and 2B on BIMT wharf. Construction NTP was issued on December 3, 2018. Contract completion date is February 6, 2021 but Manson has submitted for additional time. Phase 2B Construction: Substantial Completion has been accomplished. Wharf was turned over to JAXPORT on Friday June 17, 2022. Paving on Plimsol Road adjacent to Switchgear Building will be done this week. Manson has demobilized their trailers and equipment. Manson is working on Punch List items and as-built drawings. Manson is preparing their final change order requests for review.					
2	AE-1658	Upland Dredge Material Management Design & Construction	HDR Engineering	Engineering Design & Services During Construction for Toe Dike at Buck Island	\$340,055	\$58,967	\$399,022	\$361,538	\$37,484	\$0	HDR completed the design documents and will be performing administrative services during construction which includes reviewing submittals, RFIs, change order requests, and monthly inspections.					
				Last CO #04 11/27/20												
	C-1737		Brance Diversified Inc.	Upland DMMA Construction Phase 1 - Buck Island	\$3,987,200	\$1,136,500						\$5,123,700	\$4,989,700	\$134,000	\$0	Brance Diversified received a Notice to Proceed on November 24, 2020. Contract duration is 450 calendar days. Brance Diversified has completed the construction of the toe dike and has placed 100% of material in new holding cell. Substantial Completion has been issued. Grassing on slopes is still being monitored.
	C-1737A		Brance Diversified Inc.	Remove Dredge Materials DMMA Cell "B" Buck Island	\$5,950,000	\$2,700,000	\$8,650,000	\$3,094,625	\$5,555,375	\$0	NTP issued September 21st 2021. Contractor is pumping material to Reed Island. Change Order #1 authorized additional 200,000 CY to be pumped to Reed Island. Contractor has experienced equipment downtime and approximately 35% of material has been pumped to Reed Island.					
					Last CO #01 12/28/21											
3	AE-1611A	Pile Cap & Beam Rehab - TMT	HDR Engineering, Inc.	Design Services for Pile Jacket Program	\$141,569	\$71,200	\$212,769	\$183,201	\$29,568	\$0	HDR Engineering provided design services and is providing Services During Construction for the pile jacket repair project at Berth 4 at TMT.					
				Last CO #01 01/19/21												
	MC-1611		Underwater Mechanics, Inc	Facilities Wide Underwater Pile Cleaning Berth 5	\$867,800	\$486,200						\$1,354,000	\$314,397	\$1,039,603	\$0	Underwater Mechanics is cleaning piles in Berth 5. To date they have cleaned 513 of 694 piles (74%). 381 piles have been inspected.
					Option Yr 2											
	C-1611		Underwater Mechanics, Inc	TMT Pile Jacket Repair - Berth 4	\$630,299	\$278,985	\$909,284	\$878,454	\$30,830	\$0	Underwater Mechanics, Inc. was awarded the contract to provide pile jacket repairs at TMT Berth 4. Project is completed with testing of anodes in progress.					
						CO #3 01/20/22										
	AE-1780		JACOBS Engineering Group	Engineering Inspection & Design Services Pile Jacket Repairs Berth 5	\$143,950	\$0	\$143,950	\$101,991	\$41,959	\$0	JACOBS was directed to design the pile jacket repairs on Berth 5 on May 25, 2021. JACOBS inspection team has made two visits and inspected 381 piles to date. JACOBS has provided 60% design documents for review.					

Board of Directors Meeting - R2022-06-01 Engineering and Construction Update

No.	Contract Number	Project Description	Vendor	Scope	Original Contract Amt. (\$)	Approved Change Orders To Date	Total Contract as Amended	Payments to Date	Work Remaining To Invoice	Proposed Change Orders (PCO's)	Remarks
4	AE-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	\$6,604	\$45,836	\$0	C&ES has been awarded the contract to inspect the underdeck repairs for Phase 4 at TMT.
	C-1588A		Southern Road & Bridge LLC	Rehabilitate Underdeck Concrete Phase 4	\$2,143,244	\$61,776 Last CO #01 11/02/21	\$2,205,020	\$1,028,937	\$1,176,083	\$0	Southern Road & Bridge LLC was awarded the contract to make concrete spall repairs on the underside of the deck at TMT Berths 5-8. This is final phase of underdeck repairs for TMT. Southern Road & Bridge is 50% complete with contract work.
5	AE-1742	Bartram Island Cell C Expansion Design/Permitting	Taylor Engineering, Inc.	Bartram Island DMMA Cell C Concept Development Design & Permitting	\$854,134	\$891,339 Last CO #06 02/14/22	\$1,745,473	\$1,037,864	\$707,609	\$0	Taylor Engineering has completed design documents. FDEP permit has been obtained. Taylor Engineering is making site visits to confirm compliance with contract documents.
	C-1795		Brance Diversified Inc.	DMMA Cell C Restoration & Capacity	\$7,775,000	\$0	\$7,775,000	\$1,598,463	\$6,176,537	\$0	Brance Diversified was awarded the contract to expand Cell C at Bartram Island. The Notice to Proceed was issued on February 24, 2022. Brance Diversified has installed the silt fence and working on clearing and grubbing.
6	AE-1772	Container Terminal Upgrades - SSA	AECOM Technical Services	Program Management & Inspection Svcs for C-1772 SSA Container Yard Improvements	\$3,215,597	\$250,070 Last CO #01 05/10/22	\$3,465,667	\$626,602	\$2,839,065	\$0	Program management services are being performed to manage the contractors work and progress.
	C-1772		Superior Construction Company Southeast, LLC	SSA JCT Container Yard Improvements	\$48,876,120	\$629,502 Last CO #03 06/03/22	\$49,505,622	\$ 4,881,781.00	\$44,623,841	\$0	Contractor has mobilized to jobsite. Limerock material is being stockpiled on BIMT. NTP for Construction was issued on 1/10/22. Contractor is paving asphalt for Phase 1. Phase 1 is scheduled for completion on July 30, 2022. Change Order #3 added 12,659 SY additional paving, demolition of 2 high mast light bases and extending warranty on washbay.
7	AE-1631	Seonous Warehouse Roof Rehab	Jacobs Engineering	Engineering Services for Roof-Over Replacement Design	\$141,728	\$98,150 Last CO #01 02/14/22	\$239,878	\$142,720	\$97,158	\$0	JACOBS provided the design for the roof and is providing Services During Construction to respond to RFIs and change orders.
	C-1631A		Register Roofing & Sheetmetal	TMT Warehouse #1 Re-roof	\$3,859,000	\$0	\$3,859,000	\$2,213,019	\$1,645,981	\$0	Register Roofing was given NTP for construction on April 18, 2022. Contract completion date is September 15, 2022. Register roofing is 35% complete with roof installation and making good progress. CO#1 was a deductive change order to credit the deletion of the expansion joint.



## Financial Highlights

### May 2022

May revenue results at \$5.486 million continued the stable level we have experienced so far this year. Container revenue at \$2.365 million is just shy of budget by \$123 thousand. Domestic carriers reported strong results. Auto revenue at \$1.206 million continues to be lackluster as manufacturers face ongoing supply chain problems. In total, 37,984 auto units were processed, with Amparts, Hoegh and WWL reporting fewer vehicles processed in May than any other month this year.

Breakbulk revenues continue to show strength due to the imports of paper, pulp, steel, lumber and other product types. Container shortages continue to be a problem, driving some shippers to ship their cargo in breakbulk pallets rather than containers. Monthly rent revenues make up the largest portion of revenue in the breakbulk category causing revenues at \$369 thousand to surpass budget by 7% while tonnage was off budget by 13%.

Cruise revenue at \$282 thousand is ahead of our conservative budget. Carnival's Elation continues to sail at near 90% occupancy.

Other Revenue at \$796 thousand is \$564 thousand favorable to budget by 244%. In May we accepted 21,575 cubic yards of deposits from BAE into DMMA Site. The associated revenue from this source was \$527 thousand. Due to capacity limitations, we do not plan to accept additional spoils of any significant amount from harbor neighbors and, therefore, do not anticipate substantial revenue from this source going forward.

### **EXPENSES**

Total Operating Expenses are \$2.926 million, \$327 thousand below budget.

Expenses are controlled with few exceptions. We are experiencing significant increases in fuel prices (Services and Supplies). Total Services and Supplies expense was \$448 thousand for the month, \$36 thousand over budget. The significant factor driving this is the cost of oil and gas. Dyed diesel is used to operate cranes; in May, charges for Gas and Oil totaled \$147 thousand, \$66 thousand over budget. Cost per gallon of dyed diesel in May was \$4.69 compared to \$2.20 same period last year.

Repairs and Maintenance charges were \$249 thousand, \$76 thousand over budget. This overage is the result of a significant crane repair at Talleyrand performed in-house and the purchase of two special order trolley wheels for a crane. With savings in most other categories, Total Operating Expenses are under budget by \$327 thousand. However, most of this favorable variance is the result of low berth maintenance dredge expense during the month.

Non-Operating Income is stable with \$827 in Shared Income from the City. Debt Service is as planned.

Net Income Before Depreciation is \$1.723 million, \$686 over budget and \$62 thousand ahead of same period last year.

#### **YEAR-TO-DATE**

Year-to-date, we are slightly behind budget in key cargo revenues of Container and Autos, but bulk cargoes and cruise revenues along with the one-time spoil site deposit pushed year-to-date revenues to \$39.645 million, \$1.416 million ahead of plan and exactly on target with previous year's results.

Expenses at \$24.747 million remain under plan by \$981 thousand, but ahead of prior period by nearly \$3 million. Increases in Salaries, Services and Supplies and Repairs and Maintenance year over year make up the biggest share of negative variance. We expect continued fuel price increases, but otherwise no surprises in other expenses through year end.

Income Before Depreciation totals \$9.671 million which is \$1.959 million ahead of budget and \$3.253 million less than prior year to date.

#### **BALANCE SHEET**

The Balance Sheet remains stable with \$16.451 million in Cash. Accounts Receivable were over \$8 million at month end, the result of current billings to BAE for the spoils deposit and TraPac Ceres for the dredge event at berths 16 and 17. At this time, both those invoices have been paid.

#### **CONCERNS**

As we complete our budget planning for 2023, we are concerned with the inability of auto processors and manufacturers to project when production will rebound to pre-COVID levels. As the second largest contributor to our Revenue, the weak activity levels impair our top line revenue growth rate.

# VITAL STATISTICS

## MAY FY2022 - Cargo Performance

### CARGO INDICATORS

	VARIANCE					YEAR-TO- DATE			VARIANCE	
	Actual	Budget	Prior	Budget	Prior	Actual	Budget	Prior	Budget	Prior
Vessel Calls	124	119	134	4%	-7%	1,011	951	1,018	6%	-1%
<b>Total Tons</b>	<b>749,415</b>	<b>868,612</b>	<b>988,880</b>	-14%	-24%	<b>6,347,707</b>	<b>6,948,895</b>	<b>7,041,720</b>	-9%	-10%
<b>Total Revenue</b>	<b>\$5,485,514</b>	<b>\$4,887,932</b>	<b>\$4,938,761</b>	12%	11%	<b>\$39,645,387</b>	<b>\$38,229,075</b>	<b>\$39,645,088</b>	4%	0%

### OPERATING REVENUE / STATISTICS

	VARIANCE					YEAR-TO- DATE			VARIANCE	
	Actual	Budget	Prior	Budget	Prior	Actual	Budget	Prior	Budget	Prior
Container Revenue	\$2,364,815	\$2,488,061	\$2,625,609	-5%	-10%	\$19,639,762	\$19,904,488	\$18,838,899	-1%	4%
Container TEU's	100,551	113,239	128,927	-11%	-22%	857,647	905,911	948,507	-5%	-10%
ICTF Rail Lifts	2,604	1,500	1,593	74%	63%	19,885	12,000	10,815	66%	84%
Auto Revenue	\$1,205,813	\$1,268,377	\$1,322,027	-5%	-9%	\$9,829,361	\$10,147,016	\$10,412,047	-3%	-6%
Auto Units	37,984	60,306	52,527	-37%	-28%	355,596	482,449	435,361	-26%	-18%
Military Revenue	\$151,835	\$83,177	\$135,183	83%	12%	\$342,399	\$665,416	\$824,781	-49%	-58%
Breakbulk Revenue	\$369,463	\$344,452	\$306,765	7%	20%	\$3,773,501	\$2,755,616	\$3,502,483	37%	8%
Breakbulk Tons	55,367	63,966	44,894	-13%	23%	603,665	511,728	483,776	18%	25%
Liquid Bulk Revenue	\$106,841	\$124,243	\$115,143	-14%	-7%	\$1,011,699	\$993,944	\$969,567	2%	4%
Liquid Bulk Tons	30,834	35,845	30,102	-14%	2%	283,623	286,763	287,412	-1%	-1%
Dry Bulk Revenue	\$209,310	\$173,184	\$206,910	21%	1%	\$1,403,586	\$1,385,472	\$1,427,071	1%	-2%
Dry Bulk Tons	76,896	67,500	114,698	14%	-33%	425,375	540,000	566,426	-21%	-25%
Cruise Revenue	\$281,610	\$174,876	\$0	61%	0%	\$1,043,109	\$524,627	\$0	99%	0%
Cruise Passengers	11,654	5,714	-	104%	0%	30,668	17,143	-	79%	0%
<b>Total Cargo Revenue</b>	<b>\$4,689,687</b>	<b>\$4,656,370</b>	<b>\$4,711,636</b>	1%	0%	<b>\$37,043,417</b>	<b>\$36,376,579</b>	<b>\$35,974,848</b>	2%	3%
<b>Other Revenue</b>	<b>\$795,828</b>	<b>\$231,562</b>	<b>\$227,125</b>	244%	250%	<b>\$2,601,971</b>	<b>\$1,852,496</b>	<b>\$3,670,240</b>	40%	-29%

**Jacksonville Port Authority**  
**Comparative Income Statement (Unaudited)**  
**For the 8 months ending 05/31/2022**

	Current Month Actual	Current Month Budget	Budget Variance	Prior Year Month Actual	Current YTD Actual	Current YTD Budget	Budget Variance	Prior Year YTD Actual
<b>OPERATING REVENUES</b>								
CONTAINERS	2,364,815	2,488,061	(123,246)	2,625,609	19,639,762	19,904,488	(264,726)	18,838,899
AUTOS	1,205,813	1,268,377	(62,564)	1,322,027	9,829,361	10,147,016	(317,655)	10,412,046
MILITARY	151,835	83,177	68,658	135,183	342,399	665,416	(323,017)	824,781
BREAK BULK	369,463	344,452	25,011	306,765	3,773,501	2,755,616	1,017,885	3,502,483
LIQUID BULK	106,841	124,243	(17,402)	115,143	1,011,700	993,944	17,756	969,567
DRY BULK	209,310	173,184	36,126	206,910	1,403,585	1,385,472	18,113	1,427,070
CRUISE	281,610	174,875	106,735	-	1,043,108	524,625	518,483	-
OTHER OPERATING REVENUE	795,828	231,562	564,266	227,125	2,601,971	1,852,496	749,475	3,670,240
<b>TOTAL OPERATING REVENUES</b>	<b>5,485,514</b>	<b>4,887,931</b>	<b>597,583</b>	<b>4,938,761</b>	<b>39,645,387</b>	<b>38,229,073</b>	<b>1,416,314</b>	<b>39,645,088</b>
<b>OPERATING EXPENSES</b>								
SALARIES & BENEFITS	1,626,322	1,622,009	4,312	1,381,227	12,496,166	12,682,100	(185,934)	11,447,178
SERVICES & SUPPLIES	448,173	412,401	35,772	322,406	3,263,293	3,299,208	(35,915)	2,487,614
SECURITY SERVICES	384,714	450,181	(65,467)	361,153	2,888,839	3,601,448	(712,609)	3,002,317
BUSINESS TRAVEL AND TRAINING	27,709	48,065	(20,356)	13,991	137,282	384,520	(247,238)	83,564
PROMO,ADV,DUES & MEMBERSHIPS	51,691	61,193	(9,502)	36,885	459,620	489,544	(29,924)	366,390
UTILITY SERVICES	41,210	65,162	(23,952)	51,743	422,313	521,296	(98,983)	423,448
REPAIRS & MAINTENANCE	249,482	173,122	76,360	232,139	1,438,542	1,384,976	53,566	1,132,447
CRANE MAINTENANCE PASS THRU	(36,552)	(37,500)	948	(50,576)	(309,540)	(300,000)	(9,540)	(259,524)
BERTH MAINTENANCE DREDGING	119,699	444,596	(324,897)	382,985	3,878,096	3,556,768	321,328	3,023,756
MISCELLANEOUS	13,324	13,595	(271)	9,230	72,751	108,760	(36,009)	104,485
<b>TOTAL OPERATING EXPENSES</b>	<b>2,925,773</b>	<b>3,252,824</b>	<b>(327,051)</b>	<b>2,741,182</b>	<b>24,747,362</b>	<b>25,728,620</b>	<b>(981,258)</b>	<b>21,811,674</b>
<b>OPERATING INC BEFORE DS AND DEPR</b>	<b>2,559,741</b>	<b>1,635,107</b>	<b>924,634</b>	<b>2,197,579</b>	<b>14,898,025</b>	<b>12,500,453</b>	<b>2,397,572</b>	<b>17,833,414</b>
<b>NON OPERATING INCOME</b>								
INVESTMENT INCOME	2,987	725	2,262	668	12,884	5,800	7,084	6,557
SHARED REVENUE FROM CITY	826,970	803,516	23,454	804,069	6,486,035	6,428,128	57,907	6,566,533
<b>TOTAL NON OPERATING ITEMS</b>	<b>829,956</b>	<b>804,241</b>	<b>25,715</b>	<b>804,737</b>	<b>6,498,919</b>	<b>6,433,928</b>	<b>64,991</b>	<b>6,573,090</b>
<b>NON OPERATING EXPENSE</b>								
DEBT SERVICE	1,662,480	1,402,310	260,170	1,337,616	11,715,937	11,218,483	497,454	10,765,471
CRANE RELOCATION	-	-	-	-	-	-	-	706,429
OTHER NON OP EXPENSE	4,607	428	4,179	4,601	9,983	3,424	6,559	10,107
<b>TOTAL NON OPERATING EXPENSE</b>	<b>1,667,087</b>	<b>1,402,738</b>	<b>264,349</b>	<b>1,342,217</b>	<b>11,725,920</b>	<b>11,221,907</b>	<b>504,013</b>	<b>11,482,007</b>
<b>INCOME BEFORE DEPRECIATION</b>	<b>1,722,610</b>	<b>1,036,610</b>	<b>686,001</b>	<b>1,660,098</b>	<b>9,671,024</b>	<b>7,712,474</b>	<b>1,958,550</b>	<b>12,924,497</b>

**Jacksonville Port Authority**  
**Balance Sheet (in thousands)**  
**At May 31, 2022**

	<u>May 31, 2022</u>	<u>April 30, 2022</u>	<u>September 30, 2021</u>
<b>Current Assets</b>			
Cash & cash equivalents	16,451	16,983	17,004
Restricted cash & cash equivalents	3,476	6,108	8,149
Accounts receivable, net	8,247	7,348	7,309
Notes and other receivables	798	711	494
Grants receivable	18,075	20,075	26,491
Inventories and other assets	1,685	1,796	1,773
<b>Total Current Assets</b>	<b>48,732</b>	<b>53,021</b>	<b>61,220</b>
<b>Noncurrent Assets</b>			
Restricted cash & cash equivalents	15,992	15,993	15,917
Restricted Cash for Cap Projects	26,401	26,906	345
Deferred outflow of resources	9,022	9,052	9,266
Capital Assets, net	849,292	848,507	849,826
<b>Total Noncurrent Assets</b>	<b>900,707</b>	<b>900,458</b>	<b>875,354</b>
<b>Total Assets</b>	<b>949,439</b>	<b>953,479</b>	<b>936,574</b>
<b>Current liabilities</b>			
Accounts payable	1,589	2,111	2,744
Construction accounts payable	3,013	1,255	1,784
Accrued expenses	618	631	1,066
Accrued interest payable	484	3,260	2,928
Retainage payable	2,469	2,469	1,382
Unearned Revenue	6,987	6,987	6,987
Bonds and Notes Payable	7,672	7,672	7,672
<b>Total Current Liabilities</b>	<b>22,832</b>	<b>24,385</b>	<b>24,563</b>
<b>Noncurrent liabilities</b>			
Unearned Revenue	132,171	132,475	120,952
Accrued Expenses	3,323	3,291	3,291
Line of credit	8,379	8,379	15,479
Bonds and notes payable	206,497	207,047	214,291
Short Term Borrowings - COJ	11,600	11,600	25,000
Other Obligations	8,537	8,537	8,537
Net Pension Liability	6,690	6,690	6,690
Deferred inflows - Pension	9,869	9,869	9,869
<b>Total Non Current Liabilities</b>	<b>387,066</b>	<b>387,888</b>	<b>404,109</b>
<b>Total Liabilities</b>	<b>409,898</b>	<b>412,273</b>	<b>428,672</b>
<b>Net Position</b>	<b>539,541</b>	<b>541,206</b>	<b>507,902</b>



# COMMERCIAL

# REPORT

**JAXPORT BOARD MEETING**

June 2022

# COMMERCIAL OVERVIEW

## GENERAL STATE OF INDUSTRY

- Continued national supply chain disruptions: all cargo types

## CONTAINER BUSINESS

- Ocean Shipping Reform Act
  - Federal Maritime Commission (FMC)  
now in rulemaking
- First Sea-Lead/TS Lines vessel
- Puerto Rico: continued valuable partner



# COMMERCIAL OVERVIEW

## BREAKBULK

- **YOY Volume up 25%**
- **Continued shift of volumes from containers to breakbulk**

## VEHICLES

- **Volumes continue lag due to production issues**
- **Increase in unconventional cargoes shifting to RoRo**



# NEW BUSINESS EXAMPLES

NEW BUSINESS	CARGO TYPE	COMMODITY	PROJECTED NEW BUSINESS
<b>Project Arch</b>	Breakbulk	Sugar	\$150,000 - \$200,000
<b>Project Buoy</b>	Containers	Minerals	\$164,000
<b>Two Automakers shift container volume</b>	Containers	Auto parts	2,400 TEUs minimum projected in 2002-2023
<b>Extra Vessel Loader</b>	Container	557 containers	\$30,000



# COMMERCIAL

# REPORT

**JAXPORT BOARD MEETING**

June 2022



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

**AWARDS COMMITTEE ZOOM MEETING MINUTES**  
**June 22, 2022**

**Awards Committee Attending:**

Mr. Nick Primrose – Chairman  
Mr. Robert Peek  
Ms. Beth McCague  
Ms Chelsea Kavanagh  
Ms. Lisa Gee  
Ms. Retta Rogers, Recording Secretary

**Other Attendees:**

James Bennett  
Marv Grieve  
Cliff Baker  
Ellen Carmosino  
Brandon Blanton  
Angel Iosua  
Amy Klinkenberg

*Nick Primrose called the meeting to order at 11:06 AM*

**Item No. 1**

**AC2022-06-01**

Design Services T-Berth Modifications to Berth 20 - BIMT  
JPA Project No.: B2022.10 JPA Contract No.: AE-1814  
Taylor Engineering, Inc.  
\$1,262,279

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

**Item No. 2**

**AC2022-06-02**

Cathodic Protection Systems Berths 16 & 17 - DPMT  
JPA Project No.: D2022.04 JPA Contract No.: C-1824  
Coastal Gunite Construction Company  
\$687,499

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

**Item No. 3**

**AC2022-06-03**

Terminal Development for SET Phase 1 Building Demolition  
JPA Project No.: Various JPA Contract No.: C-1830  
Realco Recycling Co., Inc.  
\$547,999

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

**Item No. 4**

**AC2022-06-04**

Purchase of Four (4) Pre-Assembled Festoon Systems  
JPA Project No.: Various JPA Contract No.: EQ-1818R  
Power Systems Services  
\$1,007,998

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

**Item No. 5**

**AC2022-06-05**

Purchase of Six (6) Caterpillar 3516B Diesel Generator Sets (Used)  
JPA Project No.: Various JPA Contract No.: EQ-1818A  
Power Systems Services  
\$1,650,000

A motion was made and seconded. Committee Member Beth McCague recused herself from voting, three Awards Committee members voted unanimously to award this contract.

**Item No. 6**

**AC2022-06-06**

Purchase of Trolley Rail Systems and Components for Hanjung Cranes  
JPA Project No.: Various JPA Contract No.: EQ-1813BR  
Gantrex, Inc.  
\$172,001

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

**Item No. 7**

**AC2022-06-07**

Purchase of New Furniture for the Board Room Renovation Project  
JPA Project No.: G2022.05 JPA Contract No.: MC-1839E  
Purdue Office Interiors  
\$54,488

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

***(Item No. 1 – 5 requires Board Approval)***

*The meeting was adjourned at 12:01 AM.*