

Board of Directors Meeting



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

December 04, 2023 08:30 AM

Agenda Topic

Presenter

Agenda

I. Pledge of Allegiance/Moment of Silence

Ed Fleming

II. [Approval of Minutes](#)

Chair Daniel Bean

Board of Directors Meeting - October 23, 2023
Workshop Meeting Minutes - October 23, 2023
Special Board Meeting Minutes - November 15, 2023

III. Public Comments

IV. Presentation

Chair Daniel Bean

Recognition of Board Member Jamie Shelton

V. New Business

[BD2023-12-01 Fire Station 48 Funding & Lease Agreement](#)

Justin Ryan

[AC2023-11-01 Purchase of Two \(2\) Diesel-Electric Container Handling Cranes](#)

James Bennett

Liebherr-America, Inc. dba USA, Co., Maritime Cranes

[AC2023-11-02 Breasting Dolphins - Berth 22 Dolphin Additions](#)

James Bennett

TIC "The Industrial Company"

[AC2023-12-01 TMT Hanjung Cranes 8844 Refurbishment](#)

James Bennett

Global Rigging & Transport

[AC2023-12-02 Continuation Project Order for SET](#)

James Bennett

Additional Contingency Approval as Needed - JE Dunn Construction Company

VI. CEO Update

Eric Green

VII. Reports

[R2023-12-01 Engineering and Construction Update](#)

James Bennett

[R2023-12-02 Financial Highlights & Monthly Financials/Vital Statistics](#)

Joey Greive

[R2023-12-03 Commercial Highlights](#)

Robert Peek

R2023-12-04 Public Safety Update by Nick Primrose

Info Only

VIII. Other Business

Chair Daniel Bean

Approval of Travel

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

IX. [Miscellaneous](#)

- A. Awards Committee Meeting Minutes - November 17, 2023
- B. Emergency Purchases - None
- C. Unbudgeted Transactions - None

X. Adjourn

Chair Daniel Bean

The next Board of Directors meeting is scheduled for Monday, January 22, 2024 @9:00AM.

**BOARD OF DIRECTORS MEETING
Jacksonville Port Authority
2831 Talleyrand Avenue
October 23, 2023**

A meeting of the Jacksonville Port Authority Board of Directors was held on Monday, October 23, 2023 at the Port Central Office Building, 2831 Talleyrand Avenue, Jacksonville, Florida. Chairman Bean called the meeting to order at 9:00AM and welcomed all attendees. Board Member Wendy Hamilton led the audience in the Pledge of Allegiance and a moment of silence.

Board Members Attending:

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

Absent: Mr. Jamie Shelton, Member

Other Attendees:

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

Approval of Minutes

Chairman Bean called for approval of the September 28, 2023 Board of Directors Meeting Minutes. After a motion by Mr. Clarkson and a second by Mr. Fleming, the Board unanimously approved the minutes as submitted.

Public Comments

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

Presentation

Chairman Bean recognized immediate past JAXPORT Board Chairman Palmer Clarkson and thanked him for his leadership and service over the past year.

New Business

**AC2023-10-01 Terminal Development for SET
CM at Risk – Plumbing, Mechanical & Electrical
JE Dunn Construction Company**

Mr. James Bennett presented this submission for Board approval of Change Order No. 7 to JE Dunn Construction Company in the amount of \$30,827,936.00 for Terminal Development at SET – CM Risk, plumbing, mechanical and electrical, plus contingency at 2% of the total contract cost. The total contract cost to include Change Order No. 1 – 7 is \$72,319,717.08.

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

CEO UPDATE

CEO Eric Green informed the Board of a new environmentally friendly initiative at the Talleyrand Terminal, aimed at enhancing sustainability efforts. As part of this initiative, rail partner WATCO is converting eight locomotives nationwide, one of which will be located at the port's Talleyrand Terminal, from diesel to battery-powered systems. This multi-million-dollar initiative is being funded by both WATCO and a grant from the U.S. Department of Transportation. By transitioning the locomotive's power source, the initiative is expected to significantly reduce emissions and enhance the sustainability initiatives that are already in progress at the Talleyrand Terminal as part of JAXPORT's Express Project.

During Mr. Green's update, he highlighted the recognition received by JAXPORT's Director of Container Sales for the Southeast U.S., David Briceno, during Hispanic Heritage month. Mr. Briceno and his family immigrated to the U.S. from Colombia in the 1980's. David expressed gratitude for the sacrifices made by his parents to provide him and his siblings with a better life, which continues to inspire his professional success. Mr. Green extended congratulations to David for the well-deserved recognition.

Mr. Green provided an update to the Board that legislation has been filed to construct the new Fire Station at Blount Island. He stated that this legislation is sponsored by City Council President Salem, Vice-President White, and City Council Members Gay and Miller. The legislation will be heard in committees the week of November 20th and before the full City Council on November 28th.

Mr. Green relayed Board Chairman Bean's suggestion to invite various departments within JAXPORT to present their work and provide insights to the Board. Mr. Green announced that Public Safety Director Derrick Lewis would initiate this series with a presentation on the developments and activities of JAXPORT's Public Safety Department.

Public Safety Director Derrick Lewis, joined by Emergency Preparedness Manager Jason Miller and Safety Operations Assistant Manager Joanna Gamble, provided an update to the Board on recent activities and initiatives undertaken by the Public Safety Department and emphasized their commitment to providing a safe and secure workplace for employees and customers.

Mr. Green then introduced Vee Kachroo, the CEO of AMPORTS, who provided a comprehensive overview of AMPORTS's operations to the Board. The presentation also featured the introduction of AMPORTS COO, Ben Buben, and CFO, Jake Brown. With its global presence and headquarters at JAXPORT's Blount Island Terminal, AMPORTS stands as one of the largest automotive servicing companies in North America. Their operations play a pivotal role in supporting over 220 jobs within the Jacksonville area, emphasizing their significant contribution to the local economy and the maritime industry.

Reports

R2023-010-01 Engineering and Construction Update

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

R2023-10-02 Financial Highlights & Monthly Financials/Vital Statistics

Mr. Joey Greive provided Financial Highlights and provided an overview of the financials and vital statistics.

R2023-10-03 Commercial Highlights

Mr. Robert Peek provided commercial highlights to the Board for the month of October 2023.

Other Business

After a motion by Mr. Clarkson and a second by Ms. Hamilton, the Board unanimously approved travel by one or more Board Members of the Authority for business solicitation purposes or to attend any necessary conferences and/or meetings during the months of November/December 2023.

There being no further business of the Board, the meeting adjourned at 9:51AM.

**BOARD OF DIRECTORS WORKSHOP
Jacksonville Port Authority
2831 Talleyrand Avenue
October 23, 2023**

A workshop of the Jacksonville Port Authority Board of Directors was held on Monday, October 23, 2023 at the Port Central Office Building, 2831 Talleyrand Avenue, Executive Conference Room, 3rd floor, Jacksonville, Florida. Chairman Daniel Bean called the workshop to order at 10:00AM.

Board Members Attending:

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

Absent: Mr. Jamie Shelton, Member

Other Attendees:

Mr. Eric Green, Chief Executive Officer
Ms. Beth McCague, Chief of Staff
Mr. Joey Greive, Chief Financial Officer
Ms. Linda Williams, Chief Administrative Officer
Mr. Nick Primrose, Chief, Regulatory Compliance
Mr. James Bennett, Chief Operating Officer
Ms. Chelsea Kavanaugh, Chief Communications Officer
Mr. Reece Wilson, Office of General Counsel

Nick Primrose shared the protocol for a board workshop, specifically, that no action from the board was required or would be requested. This is a meeting to provide background information and allow board members to ask questions and share their views about a matter that may come before the board for a vote at a future time. Assistant General Counsel Reece Wilson confirmed that Mr. Primrose had given the appropriate guidance.

CEO Eric Green opened the meeting by giving background on the situation at the Dames Point Terminal, which Ceres purchased from MOL in February 2022. He concluded by noting that Ceres Terminals, owned by Macquarie Asset Management, has decided to exit all of its terminal operations which includes North America and Mexico. As a result, JAXPORT has the opportunity to buy back the current lease at a very favorable rate. He noted the buyback would include the leases for both the terminal operations and the ICTF as well as all equipment at both facilities. There was extensive discussion on the

possibilities for the long-term operation and management of the facilities. Mr. Green shared that the condition of the equipment was not certain, but four of the six ship-to-shore cranes were operational, as were the rubber tire gantries. Board Treasurer Palmer Clarkson asked how such an acquisition would be accounted for. Chief of Staff Beth McCague responded that JAXPORT already owns the land and buildings, which were built with an investment of \$200 million by MOL in 2009. She said JAXPORT's initial thoughts would be to arrange the majority of any agreed-upon payment for the purchase of the equipment (which is reported to have a net book value in excess of \$12 million) with a smaller amount paid for the cancellation of the lease contracts.

Board Member Ed Fleming suggested gaining control of the Dames Point Terminal could offer a chance for JAXPORT to shift auto-processing activities off of Blount Island, which could be put to a higher use by being available for more international containers. Mr. Green noted 22 acres adjacent to the Dames Point Terminal were already under lease to an auto processor, and we were in discussions with an auto manufacturer to lease a portion of the Dames Point Terminal should we gain control of the property.

The group discussed the risks associated with moving forward, focusing on the speed at which JAXPORT could attract another operator to step in and run the terminals. Mr. Clarkson noted our income statement and balance sheets were strong, putting us in a good position to proceed. There were generally favorable comments from members to proceed with negotiations. A question was asked as to our ability to reconfigure the retention area (ponds and freshwater marsh) at Dames Point, which consumes over 30 acres on the terminal. Mr. Bennett responded that could be undertaken; however due to the extremely high cost of construction and the extensive freshwater mitigation required, we have chosen not to pursue this course of action.

It was suggested we understand the condition of the significant equipment at Dames Point along with recent inspection reports. Further, that we examine the highest and best use of this terminal. Mr. Green said, based on our knowledge and confirmed by several potential operators, the future of this terminal would be mixed-use, including warehouses for breakbulk or other commodities, a smaller footprint for container operations, and perhaps auto processing.

Mr. Green said he would report to the board once further discussions were held with Macquarie.

The workshop adjourned at 10:35 a.m.

**SPECIAL BOARD OF DIRECTORS MEETING
Jacksonville Port Authority
2831 Talleyrand Avenue
November 15, 2023**

A special meeting of the Jacksonville Port Authority Board of Directors was held on Wednesday, November 15, 2023 at 2831 Talleyrand Avenue, Executive Conference Room, Jacksonville, Florida. Chairman Bean called the meeting to order at 9:00AM and welcomed all attendees.

Board Members Attending:

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

Absent: Mr. Jamie Shelton, Member

Other Attendees:

Mr. Eric Green, Chief Executive Officer
Ms. Beth McCague, Chief of Staff
Mr. Joey Greive, Chief Financial Officer
Ms. Linda Williams, Chief Administrative Officer
Mr. Nick Primrose, Chief, Regulatory Compliance
Mr. James Bennett, Chief Operating Officer
Mr. Reece Wilson, Office of General Counsel
Mr. Chris Miller, City Council Liaison
Mr. Tom Slater, Guest – Incoming Board Member
Ms. Rebecca Dicks, Board Liaison

Public Comments

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

New Business

AC2023-11-01 Dames Point Terminal Lease and Intermodal Container Transfer Facility (ICTF) Lease

Mr. Nick Primrose informed the Board that in 2022, JAXPORT approved the surrender and termination of the lease of 158 acres at Dames Point held by TraPac Jacksonville (MOL) and simultaneously approved a new lease for the terminal to Dames Point

Jacksonville LLC, a subsidiary of Ceres Terminals Holdings LLC, which was then owned by a private infrastructure fund managed by MacQuarie Asset Management (MIP III). In 2023, MIP II sold Ceres Terminals Holdings LLC other than Dames Point Jacksonville LLC, the Dames Point Terminal operation and the Intermodal Container Transfer Facility (ICTF) operation, which provided JAXPORT with the opportunity to control the future use of the Jacksonville property and to purchase cargo handling equipment, including six cranes and six rubber tire gantries on favorable terms.

Mr. Primrose stated that JAXPORT and MIP III have agreed on the following terms: JAXPORT will pay:

- a) \$8,499,990 to purchase various cargo handling equipment with a book value of \$11,929,427. The equipment list includes 6 rubber tire gantry cranes and 6 ship to shore cranes.
- b) \$10.00 consideration to buyback the long-term operating leases at the Dames Point Terminal (maturity 2/2042) and the ICTF lease (maturity 5/2026).

Mr. Primrose recommended that the Jacksonville Port Authority Board of Directors approve the purchase of equipment and the buyback of the Dames Point Terminal Operating Lease and the ICTF lease and authorize the Chief Executive Officer or his designee to execute all documents as may be necessary including, Assurances, Certifications and all other documents as may be required to affect these transactions.

After much discussion by the Board, Chairman Bean asked for a motion on approving the purchase of the equipment and the buyback of the Dames Point Terminal operating lease, the ICTF lease, and authorizing the CEO, or his designee, to execute all documents to necessary to effectuate this transaction understanding that we also will be approving an amendment to the budget transferring \$8.5 million from the 2024 capital budget project West Rock Development phase to create a new project in the budget called the Dames Point equipment acquisition.

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

There being no further business of the Board, the meeting adjourned at 9:24AM.

BD2023-12-01



SUBMISSION FOR BOARD APPROVAL

SUBJECT: City of Jacksonville (COJ) Grant Agreement Under Fire Station 48 Replacement Project.

COST: \$11,958,120

\$ 5,979,060 COJ

\$ 5,979,060 OLDCC

BUDGETED: Yes

SOURCE OF FUNDS: City of Jacksonville Contributions

BACKGROUND: In June 2023, JAXPORT applied to the U.S. Department of Defense (DOD), Office of Local Defense Community Cooperation (OLDCC) Defense Community Infrastructure Pilot Program (DCIP) for grant funding to assist with the replacement of Jacksonville Fire and Rescue Department (JFRD) Fire Station 48 located on Blount Island Marine Terminal (BIMT). In August 2023, JAXPORT was provided a Notification of Selected Proposal - Invitation to Submit Grant Application by the OLDCC for an award in the amount of \$5,979,060 towards the \$11,958,120 project. Since that time, the Award Agreement was executed between OLDCC & JAXPORT. The grant funds will be administered by JAXPORT along with funds provided by the City of Jacksonville. The Project will replace Fire Station 48 (FS48) with a modern fire station facility in a new location outside of Blount Island Marine Terminal's secured area. In addition to JAXPORT's BIMT and the surrounding community, FS48 provides emergency services to Marine Corps Support Facility Blount Island (MCSF-BI) and the Naval Supply Systems Command (NAVSUP) Fleet Logistics Center (FLC) Southeast Regional Fuels Depot.

This project enhances JFRD's ability to respond to all-hazard emergency response calls within their jurisdiction, MCSF-BI, and NAVSUP FLC Southeast Regional Fuels Depot. The proposed project will reduce response times by relocating the facility outside JAXPORT's security gate and minimize potential interruptions to the military installation mission by ensuring rapid response times. Services provided to the installation(s) by JFRD and, through the mutual aid agreements in place, will increase the resiliency of MCSF-BI and NAVSUP FLC Southeast Regional Fuels Depot and enhance their military value and ability to meet evolving mission requirements.

The timeline calls for project completion by September 2026.

BD2023-12-01



SUBMISSION FOR BOARD APPROVAL

STATUS: The DCIP Grant non-federal provided by the City of Jacksonville has been included in the City's 2024 Capital Budget. The City of Jacksonville, through legislation 2023-0767, will support this project as follows:

A grant of \$5,979,060 million, subject to appropriations, available in December 2023.

Any cost overruns required to complete the Fire Station 48 project shall be the sole responsibility of the City and subject to future appropriations. Any unused City funding will be returned to the City by JAXPORT.

RECOMMENDATION: Management recommends approval of the City of Jacksonville Funding Agreement, the Resolution authorizing acceptance of the Grant funding, and the execution of necessary documents.

ATTACHMENTS:

Board Resolution

Proposed City of Jacksonville Ordinance 2023-0767

City of Jacksonville Draft Funding Agreement

City of Jacksonville Draft Lease Agreement

BD2023-12-01



SUBMISSION FOR BOARD APPROVAL

RECOMMENDED FOR APPROVAL:

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

Justin Ryan
Justin Ryan (Nov 27, 2023 09:27 EST)

Signature and Date

SUBMITTED FOR APPROVAL:

Eric Green
Chief Executive Officer

Eric B. Green
Eric B. Green (Nov 27, 2023 09:28 EST)

Signature and Date

BOARD APPROVAL:

December 4, 2023
Meeting Date

Rebecca Dicks
December 04, 2023 9:29 AM

Rebecca Dicks/Recording Secretary

ATTEST:

Soo Gilvarry
December 04, 2023 9:36 AM

Soo Gilvarry, Secretary

Daniel K. Bean
December 04, 2023 7:47 AM

Daniel K. Bean, Chairman

A RESOLUTION OF THE JACKSONVILLE PORT AUTHORITY AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT BETWEEN THE CITY OF JACKSONVILLE AND THE JACKSONVILLE PORT AUTHORITY FOR THE NON-FEDERAL FUNDING OF THE JAXPORT FIRE STATION 48 PROJECT AND AUTHORIZING THE CHIEF EXECUTIVE OFFICER TO EXECUTE ALL DOCUMENTATION REQUIRED TO RECEIVE THESE FUNDS.

WHEREAS, the Jacksonville Port Authority (JAXPORT) entered into a grant agreement with the U.S. Department of Defense (DOD), Office of Local Defense Community Cooperation (OLDCC) Defense Community Infrastructure Pilot Program (DCIP) to assist with the replacement of Jacksonville Fire and Rescue Department (JFRD) Fire Station 48 located on JAXPORT’s Blount Island Marine Terminal (BIMT), and

WHEREAS, such agreement requires the Authority, as funding sponsor, to make available all funds necessary to construct the project, and

WHEREAS, Funding Sponsor funds for the project are required in the amount of \$11,958,120.00 and the OLDCC has agreed to provide \$5,979,060.00 on a reimbursement basis, and

WHEREAS, the City of Jacksonville (COJ) has authorized contributions towards this project with the passage of City Ordinance 2023-0767 in the amount of: \$5,979,060.00 in fiscal year 2024, and

WHEREAS, COJ is responsible for project cost overruns should project costs exceed \$11,958,120. JAXPORT, as funding sponsor, will return unused COJ local match funds to COJ, together with earned interest thereon, upon project completion after all DOD matches are met and within 90 days of grant closeout with the OLDCC, and

WHEREAS, JAXPORT will lease the constructed facility to COJ for the use of Jacksonville Fire Rescue in providing Fire/Rescue services to Blount Island and the surrounding community for \$1 per year for 30 years, with two 5-year renewal options, on a triple-net basis with COJ responsible for all maintenance and upkeep.

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

Section 1: JAXPORT confirms its desire to enter into the Funding and Lease Agreements with COJ.

Section 2: The Chief Executive Officer, or his authorized representative, is herein specifically authorized to enter into and sign such documents as may be necessary, including the COJ Grant Agreement, City of Jacksonville Agreements and any Supplemental Grant Agreement(s) for the purpose of scope changes, funding adjustments, contract duration changes, additional financial project numbers as well as execute Assurances, Certifications and all other documents as may be required to support this project.

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

APPROVED AND ADOPTED THIS 4th DAY OF DECEMBER 2023.

(Official Seal)

ATTEST:



December 04, 2023 9:36 AM
Soo Gilvarry, Secretary

JACKSONVILLE PORT AUTHORITY



December 04, 2023 7:47 AM
Daniel Bean, Chairman

**JACKSONVILLE PORT AUTHORITY NEW FIRE STATION # 48 CONSTRUCTION
FUNDING AGREEMENT**

This Jacksonville Port Authority New Fire Station # 48 Construction Funding Agreement (“Agreement”) is entered and effective as of the ___ day of _____, 2023 (the “Effective Date”) between **JACKSONVILLE PORT AUTHORITY**, an independent public agency existing under Chapter 2004-465, Laws of Florida, as amended (“JAXPORT”) and the **CITY OF JACKSONVILLE**, a consolidated municipal corporation and political subdivision of the State of Florida (“City”).

WHEREAS, JAXPORT has secured \$5,979,060 in federal grant funding from the Department of Defense (“DOD”) for the design, engineering, and construction of a new Fire Station No. 48 at Blount Island in Jacksonville (the “Project”) to replace the existing end-of-life facility serving the area; and

WHEREAS, given that completion of the Project will enhance public safety and provide other public benefits, JAXPORT has requested and City has agreed to contribute an additional \$5,979,060 in funding as a local match for the Project (the “Project Contribution Funds”); and

WHEREAS, JAXPORT, as grant recipient and owner of the Project site, shall manage the procurement process and utilize RFPs for the design, engineering and construction of the Project; and

WHEREAS, City will provide input regarding building design, station specifications and site layout for the identified needs of Jacksonville Fire and Rescue Department (“JFRD”); and

WHEREAS, City agrees to fund any cost overruns related to the Project, while JAXPORT agrees to return any unused portion of the Project Contribution Funds, together with earned interest thereon, upon Project completion after all DOD matches are met; and

WHEREAS, pursuant to Ordinance 2023-767-E, the City is authorized to provide the Project Contribution Funds for the purposes set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual undertakings and agreements herein of City and JAXPORT, and for Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are acknowledged, City and JAXPORT hereby represent, warrant, covenant and agree as follows:

1. **RECITALS INCORPORATED.** The foregoing recitals are true and correct and incorporated as material terms of this Agreement.

2. **DISBURSEMENT OF FUNDS.** City shall fund the Project within thirty (30) days of the Effective Date by transferring, in lump sum, the entirety of the Project Contribution Funds to a separate construction bank account maintained by JAXPORT. JAXPORT will fund, from the separate construction project account, the costs of the Project, which such cost will then be submitted for DoD reimbursement on a 50% cost share basis, up to an aggregate Project amount of \$11,958,120, with all Project costs in excess thereof to be the responsibility of City. All funding

provided by the City to JAXPORT shall only be utilized for services associated with the planning, design, and construction of the Project. Any unspent Project Contribution Funds remaining after final Project completion, and meeting the federal match requirements, shall be returned to City, with earned interest, within ninety (90) days' of such final completion. To the extent JAXPORT has, prior to the Effective Date, expended any sums in connection with the design, engineering, or construction of the Project, City hereby ratifies such expenses and authorizes use of the Project Contribution Funds for payment of such prior expenditures, which will be submitted for 50% grant reimbursement.

3. **REPORTING.** Beginning as of the Effective Date, JAXPORT shall report in writing to City on a quarterly basis regarding the progress of the Project and, in connection with such reporting, furnish such documentation to City as would customarily be included in a reimbursement request.

4. **PROJECT ROLES.** City, with the input of JFRD, shall advise JAXPORT regarding building design, station specifications and site layout for the Project, as appropriate to the needs of JFRD. City may designate a project manager to receive such reports and to coordinate with JAXPORT's engineers regarding the design, engineering, and construction of the Project. JAXPORT, as grant recipient and owner of the Project site, will utilize and manage the procurement and RFP process for the design, engineering and construction of the Project. All planning, design and construction services shall be conducted by design professionals, construction companies and/or equipment and material suppliers licensed or certified to conduct business in the State of Florida and procured in accordance with applicable state law.

5. **MAXIMUM INDEBTEDNESS.** The maximum indebtedness of the City for the Project Contribution Funds shall be a fixed, monetary amount not to exceed FIVE MILLION NINE HUNDRED SEVENTY-NINE THOUSAND AND 00/100 DOLLARS (\$5,979,060.00).

6. **SEVERABILITY.** If any of the provisions of this Agreement are deemed to be unenforceable and the unenforceability of said provisions does not adversely affect the purpose and intent of this Agreement, the enforceability of the remaining provisions of this Agreement shall not be affected.

7. **SUCCESSORS IN INTEREST.** This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, legal representatives and successors. Whenever used, the singular shall include the plural and one gender shall include all genders. Neither party to this Agreement may assign this Agreement or any interest therein without the prior written consent of the other party.

8. **NOTICE.** Whenever either party desires or is required to give notice unto the other, it must be given by written notice, and either delivered personally, transmitted via facsimile transmission, mailed postage prepaid, or sent by overnight courier to the appropriate address as is designated in writing by a party to this Agreement.

9. **ENTIRE AGREEMENT.** This Agreement, together with the ordinances and other documents expressly referred to herein, contains the entire agreement between the parties pertaining to the subject matter set forth herein and supersedes all prior and contemporaneous

agreements, representations and understandings of the parties. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by the parties.

10. **WAIVER**. Failure of either party to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right; but the same shall remain in full force and effect.

11. **FUTURE FUNDING**. This Agreement is limited to the terms expressly set forth herein and shall not be construed to require the City to provide funding other than project cost overruns, nor is it intended to prevent the City from providing other funds for direct investment in the Project pursuant to a separate instrument.

12. **COUNTERPARTS**. This Agreement may be executed in one or more counterparts, but all such counterparts, when duly executed, shall constitute one and the same Agreement. Delivery of a signed counterpart by electronic means shall be valid for all purposes.

13. **ADDENDUM**. Any addendum or exhibit attached hereto shall be deemed a part of this Agreement.

[Signatures on following page]

CITY OF JACKSONVILLE

JACKSONVILLE PORT AUTHORITY

By: _____
Donna Deegan
Mayor

By: _____
Eric B. Green
Chief Executive Officer

Attest:

By: _____
James R. McCain, Jr.
Corporation Secretary

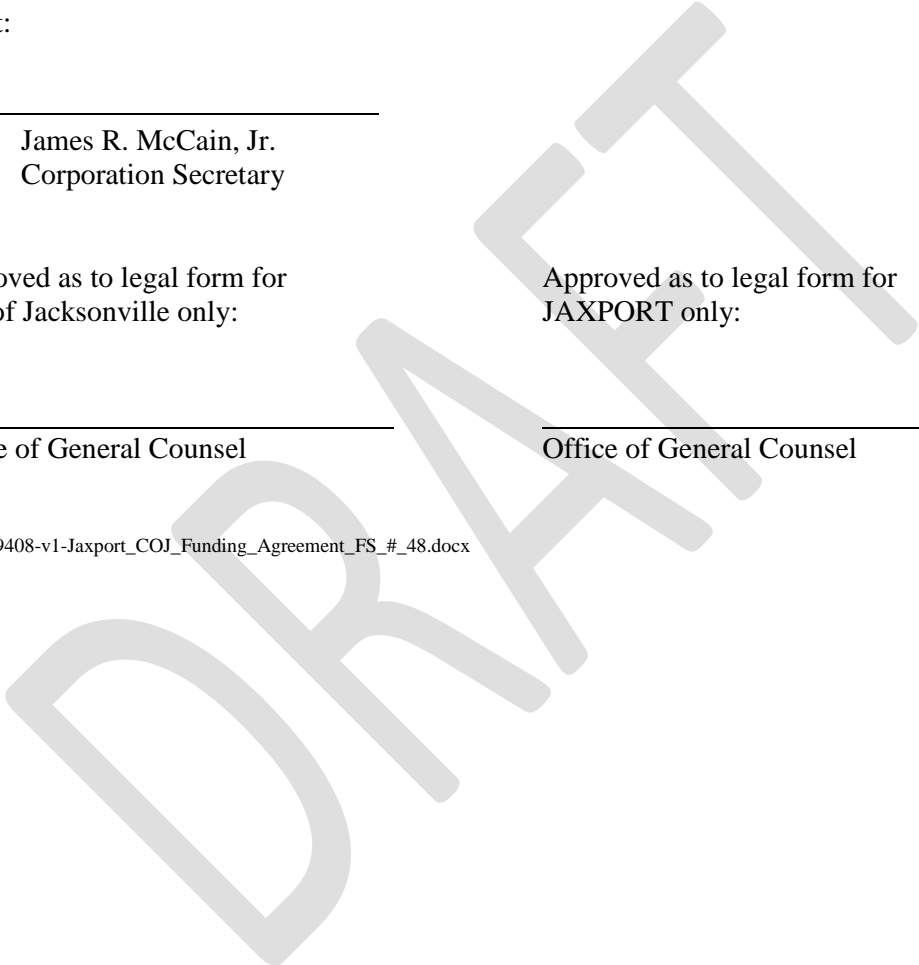
Approved as to legal form for
City of Jacksonville only:

Approved as to legal form for
JAXPORT only:

Office of General Counsel

Office of General Counsel

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**Property Lease Agreement and
Agreement for Blount Island Quick Response Unit**

by and between

Jacksonville Port Authority

and

City of Jacksonville

dated _____, 2023

Lease Agreement

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**PROPERTY LEASE AGREEMENT
AND AGREEMENT FOR BLOUNT ISLAND QUICK RESPONSE UNIT**

THIS AGREEMENT (this “Agreement”) is made and entered into as of this [REDACTED] day of [REDACTED], 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 **CITY OF JACKSONVILLE**, a municipal corporation in Duval County, Florida, hereinafter referred to as (the “City”).

W I T N E S S E T H:

WHEREAS, the Authority and City recognize that the existing Fire Station #48 facility built in 1978 has reached its end-of-life; and

WHEREAS, it is recognized that there is a continual need for medical and rescue assistance to respond to emergencies arising at Blount Island, Blount Island Marine Command and the surrounding commercial and residential community; and

WHEREAS, the Authority is the owner of certain real property located in Jacksonville, Florida and more particularly depicted on Exhibit A, hereto (the “Premises”); and

WHEREAS, the City desires to lease property for the new constructed Fire Station #48 to serve the port, military and surrounding community; and

NOW, THEREFORE, for and in consideration of the mutual covenants and benefits herein contained, the Authority and the City 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.

“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.

“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 Date of Beneficial Occupancy, and each twelve (12) month period thereafter during the term of this Agreement.

“Date of Beneficial Occupancy” means the date that the construction of the Project is substantially completed as certified by the Authority’s Chief Engineer or other designee so that (a) the City is able to take possession of the Premises in order to commence its operation of the Premises in accordance with the provisions of Section 3.1, and (b) the Premises is suitable for the Permitted Use.

“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, as further set forth in the Work Letter.

“Land” shall mean the land comprising the site of the Premises, as further described on **Exhibit A** hereto.

“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 Project constructed and installed at the Land.

“Project” means that certain collection of Improvements and Equipment, as more particularly described in the Work Letter, existing on or to be acquired, constructed and installed on the Land, as provided herein.

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 City during the Term (as defined hereafter) for the uses identified herein.

**Article 3.
TERM OF AGREEMENT**

3.1 Term.

This Agreement shall be effective as of the Effective Date. The initial term of this Agreement shall commence upon the Date of Beneficial Occupancy and continue for the period of time set forth on **Exhibit B** attached hereto ("Initial Term").

3.2 Extension or Renewal.

The Authority and the City agree that the Initial Term of this Agreement may be extended by the City for two (2) additional periods of five (5) years each (each, an "Extension Term" and, together with the Initial Term, the "Term") if the City provides written notice to the Authority, not later than 90 days prior to the expiration of the then-current Initial Term or Extension Term, exercising such option.

3.3 Hold Over Period.

In the event this Agreement is terminated or the Term expires, and the City 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 3.3, the City'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 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 and fifty percent (150%) of the Authority's then current tariff rates or one hundred and fifty percent (150%) of all rental and other fees described herein.

**Article 4.
USE OF PREMISES**

4.1 Use.

The City is authorized to use the Premises to operate Fire Station #48 to provide quick response to medical and rescue emergencies arising at Blount Island, Blount Island Marine Command and the surrounding commercial and residential community (the "Permitted Use").

The City 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 may be granted or withheld in the Authority's sole and absolute discretion. No rights granted to the City under this Agreement may be exercised in an area leased to another tenant, except 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 City agrees to continuously use the Premises during the Term for the authorized purposes specified in this Section 3.1, to the extent not inhibited by damage or destruction to the Premises, eminent domain or *force majeure* pursuant to Section 10.5, Section 22.12 and Section 22.14, respectively.

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 City and shall be conclusive evidence that the Premises were in an acceptable and safe condition at the time possession was initially taken by the City regardless of any subsequent claim by the Lessee to the contrary.

Article 5.
THE PROJECT

5.1 **Construction of Project.**

Promptly following the Effective Date, the Authority shall make improvements to the Premises as described in the Term Sheet set forth as Exhibit D and made a part hereof (the “Term Sheet”).

Article 6.
APPURTENANT RIGHTS

6.1 **Access to Premises.**

Subject to the terms and conditions of this Agreement, and the common use with other users of the port facilities, the City, 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 City shall have twenty-four (24) hours, seven (7) days per week use of the Access Routes 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 City or its agents, contractors, customers or suppliers. At any time the Authority may, subject to the consent of the City (which consent shall not be unreasonably withheld) 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 City.

6.2 **Common Use.**

Subject to the terms and conditions of this Agreement, the City is hereby also granted the right and privilege to non-exclusive use all common areas. At all times the City’s use of such areas and other improvements affording access shall, without exception, be in common with other users, 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 common areas. Nothing contained in this Agreement shall prohibit the Authority from barring any person or entity from the common areas that fails to comply with such laws, ordinances and rules and regulations. Except as specifically provided for in this Article 6 and Article 4, no other appurtenant or other rights are granted to the City under this Agreement.

Article 7.
FEES AND CHARGES

7.1 Premises Rental Fee.

As compensation for the use of the Premises, the City 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.

7.2 Other Fees and Charges.

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

7.3 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.

7.4 Net Lease.

Notwithstanding anything contained herein to the contrary, the parties agree that this Agreement shall be construed as a "triple-net lease" whereby the City shall be solely responsible for any expense or cost relating to the Premises, this Agreement or the City'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 8.
UTILITIES AND OTHER SERVICES

8.1 Utility Charges.

The City shall be responsible for procuring all utility services including, but not limited to exterior lighting, necessary for its operation on the Premises and shall be responsible for promptly paying 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. The City shall bear the responsibility for the maintenance of all such supply and distribution lines located on its side of those meters.

8.2 **Utility Line Easements.**

Subject to the giving of prior written notice to the City, 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 City's use of the Premises. The Authority also reserves to itself and others the right to maintain existing utilities and other facilities.

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 City 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 attorney's fees and expenses, liabilities, settlements, judgments and damages of whatsoever kind of nature, whether prosecuted by the City 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 City's activities on or its use and occupation of the Premises; any act of the City 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 City, 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 City and/or its insurers shall have the right to compromise and defend the same to the extent of their own interest. 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 "City," as it relates to parties for whose actions the City 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 City or any of the City'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 City or any of the City'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 City, 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 City, to defend it or to assist in its defense.

(c) When a claim is caused by the joint negligence or willful misconduct of the City and the Authority, the City's duty to protect, indemnify, defend and hold the Authority harmless shall be in proportion to the City'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 City 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 City's activities on or its use and occupation of the Premises that are in violation of any Applicable Environmental Laws or that lead to an environmental claim or penalty against the Authority, which were created or caused by the City or any Person acting by, through or under the City. In the event the joint acts or omissions of the Authority and the City 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 City 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 City is liable under this Agreement shall be conclusive against the City 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 "City," as it relates to parties for whose actions the City is responsible, shall include its subsidiaries, contractors, subcontractors, agents, employees, subtenants, licensees and assigns.

(b) The Authority shall indemnify, defend, and hold the City harmless from and against any and all claims, losses, costs, liabilities, damages, and expenses including, without limitation, penalties, fines, and reasonable attorneys' fees, to the extent incurred in connection with or arising from the presence of Hazardous Substances introduced in, on, under, or about the Premises (i) as a result of the actions of the Authority whether in the past, present, or as a result of future contamination or (ii) prior to the Date of Beneficial Occupancy.

(c) 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 City 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 City has knowledge of any such failure, the City shall promptly 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 City and the Authority against all liabilities for death, injuries or damages arising out of or in connection with the City’s use and occupancy of the Premises or the City’s business operation conducted thereon. The City 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 City as insureds. The City shall furnish to the Authority certificates evidencing such insurance, naming and endorsing the Authority as an additional insured under the City’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 Specialist, 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.

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 City 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 City stored or used on the Premises except and only to the extent such loss or damage is caused by the negligence of the Authority. It is incumbent upon the City to carry and maintain such types and amounts of insurance it deems necessary to fully protect its own cargo, property and equipment.

10.4 **[Reserved.]**

10.5 **Damage or Destruction.**

(a) If the Premises are damaged as a result of fault or negligence of the City or the City's servants, employees, guests, invitees, agents, visitors, licensees, subsidiaries, contractors, subcontractors, subtenants or assigns, the City shall pay all costs of repair necessary to restore the Premises to the condition existing before the damage occurred, and there shall be no abatement of Premises Rental Fees, fees and charges set forth in **Exhibit B**, or the real property taxes during the time such repair is in progress. The Authority shall have no obligation or duty to make repairs or do restoration.

(b) If the Premises or the Project are totally or partially damaged or destroyed by fire or other casualty, thereby rendering the Premises totally or partially inaccessible or unusable, the Authority shall diligently restore and repair the Premises and the [Project] to substantially the same condition they were in prior to such damage, except as set forth in Section 10.5(a). Provided that such damage was not caused by the act or omission of City or any of its employees, agents, licensees, invitees or subtenants, until the repair and restoration of the Premises or the [Project] is completed Premises Rental Fee and all other fees and charges shall be abated for that part of the Premises that City is unable to use without substantial interference and is not occupied while repairs are being made, based on the ratio that the amount of unusable rentable area bears to the total rentable area of the Premises. Except as set forth in Section 10.5(a), the Authority shall bear the costs and expenses of repairing and restoring the Premises and the [Project], provided, however, that the Authority shall not be obligated to spend more than the net proceeds of insurance proceeds made available for such repair and restoration.

(c) Notwithstanding the foregoing, (a) if there is a destruction of the Building that exceeds fifty percent (50%) of the replacement value of the Project from any risk, whether or not the Premises are damaged or destroyed, or (b) if the Authority reasonably believes that the repairs and restoration cannot be completed despite reasonable efforts within ninety (90) days after the occurrence of such damage, or (c) if the Authority reasonably believes that there shall be less than two (2) years remaining in the Term (exclusive of any extension options) upon the substantial completion of such repairs and restoration, or (d) if any mortgagee or lender fails or refuses to make sufficient insurance proceeds available for repairs and restoration, or (e) if zoning or other applicable laws or regulations do not permit such repairs and restoration, the Authority shall have the right, at its sole option, to terminate this Lease by giving written notice of termination to City

within one hundred eighty (180) days after the occurrence of such damage. If this Lease is terminated pursuant to the preceding sentence, all Premises Rental Fee and all other fees and charges payable hereunder shall be apportioned and paid to the date of termination.

**Article 11.
[RESERVED]**

**Article 12.
MAINTENANCE AND REPAIRS**

12.1 Maintenance and Repairs.

During the Term the City shall perform all maintenance, repairs, and replacements on the Premises at its sole cost and expense. The City 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 City must maintain a trash and waste disposal service for the Premises. The City shall provide, at its own cost, such custodial and housekeeping services for the Premises as it may desire.

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

The authorized representatives of the Authority shall have the right to enter upon the Premises during normal business hours and upon reasonable prior written notice to the City with a minimum of forty-eight (48) hours' prior written notice except in the case of emergency whereby the Authority shall provide the City with written notice as soon as is practicable, and at the City's option accompanied by a representative of the City, provided the City makes such representative available, for the following purposes:

(a) To inspect the Premises to determine whether the City 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 City is so obligated and has failed to do so within ten (10) days after receipt of written notice from the Authority to act. The entire cost of said repair, maintenance and replacement, plus ten percent (10%) in administrative costs, shall be paid by the City to the Authority within thirty (30) 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 City does not immediately respond or for which immediate repairs are required under the circumstances. The entire cost of such repair, maintenance and replacement, plus ten percent (10%) in administrative costs, shall be paid by the City to the Authority within thirty (30) days of the date of the Authority's invoice.

12.3 **Effect of Entry.**

No method of entry authorized pursuant to this Section 12.3 and made by the Authority shall cause or constitute grounds for the termination of this Agreement by the City or be deemed to constitute an interference with the City's possession or use of the Premises.

Article 13.
ALTERATIONS AND IMPROVEMENTS

13.1 **Consent Required.**

The City shall not make any improvement to the Premises or alteration to any improvement located thereon without having first obtained the written consent of the Authority, which consent shall not be unreasonably withheld, conditioned, or delayed, and the Authority must respond within five (5) business days of receipt of a written request from the City. Should the City desire to make alterations or improvements to the Premises or any improvement located thereon the City shall present its proposed alterations or improvements to the Authority in writing, together with plans and specifications for construction of the proposed improvement or alteration. The City may commence construction or installation of any Permitted Alteration after presenting its proposal to the Authority and permitting the Authority the reasonable opportunity to provide nonbinding recommendations. With respect to alterations or improvements that are not Permitted Alterations, the City may only commence construction upon receipt of the Authority's written Notice to Proceed.

13.2 **Indemnification.**

The City shall indemnify and save Authority harmless from all loss, damage or liability of any kind or nature by reason of or resulting from City's making any alterations, additions or improvements to the Premises. Any alterations, additions or improvements, excluding Personal Property, Hoop Buildings, furniture, trade fixtures, and other movable property not attached to the Premises, made by the City to the Premises shall become and remain the property of the Authority at the termination of this Agreement or at the time City surrenders occupancy of the Premises. At its option, the Authority may, however, require the City to remove or cause to be removed any such alterations, additions or improvements and restore the Premises to the condition existing at the date of the commencement of the Term of this Agreement, ordinary wear and tear excepted. Notwithstanding the foregoing, the City shall not be required to remove any alteration, addition or improvement that the Authority did not specifically require in any written consent from the Authority to City to specifically be removed at the end of the Term.

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

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

Article 14.
ASSIGNMENT, SUBLETTING AND TRANSFER

14.1 Transfers.

The City shall not assign or otherwise transfer any of the rights granted to it by this Agreement, nor shall the City 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 shall not be unreasonably withheld, conditioned or delayed. No assignment, sublease or transfer will release the City from any of its obligations or responsibilities under this Agreement unless the Authority grants the City a release in writing.

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 City shall not use or permit the use of the Premises for any purposes not authorized by this Agreement.

16.2 Unlawful or Hazardous Use Prohibited.

The City 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 City 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 City 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 City shall also ensure compliance with the Oil Pollution Act of 1990, 33 C.F.R. Part 105, 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 City to perform these functions at its expense, provided that the necessity of such function or functions is due to the presence of City's operation on the Premises.

City 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 Operating Permits and Licenses.

The City 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 City shall maintain, in accordance with applicable law, permits, approvals and licenses it has obtained under 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 City 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 City'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 to enter upon any part of the Premises during business hours and upon reasonable prior written notice to City with a minimum of forty-eight (48) hours' prior written notice except in the case of emergency whereby the Authority shall provide the City with written notice as soon as is practicable, and at the City's option accompanied by a representative of the City, provided the City makes such representative available, to verify the City's compliance with applicable laws and regulations and with the provisions and conditions of this Agreement.

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.

Article 17.

ENVIRONMENTAL MANAGEMENT, COMPLIANCE AND RESPONSIBILITY

17.1 General Environmental Obligations of the City.

The City shall:

(a) maintain the Premises 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, at City's sole cost and expense, to the extent such violation is attributable to events or conditions that arose from City's operations on the Premises on or after the Date of Beneficial Occupancy;

(d) not create or operate at the Premises 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; and

(e) not manufacture, use, generate, transport, store, release, dispose of or handle any Hazardous Substance at the Premises except in the ordinary course of business as of the Date of Beneficial Occupancy, except in *de minimis* amounts, 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 City shall maintain, or cause such site to be maintained, in a safe and orderly manner in compliance with applicable law. The City 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 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.

City, 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 City, or its employees, agents, contractors, licensees, subtenants, or

invitees. City shall be responsible for the remediation of any contamination to the environment caused by any Hazardous Substance Release resulting from operations of City, or its employees, agents, contractors, licensees, subtenants or invitees conducted on the Premises during the Term (or that occurs during any period of holding over as contemplated by Section 3.3), or that occurred, through no fault of the Authority or its agents, at any time after City's initial occupancy of the Premises, including without limitation, the payment of all investigative, clean up or restoration costs associated therewith.

Notwithstanding the foregoing, except to the extent caused by City or its employees, agents, contractors, licensees, subtenants, or invitees, City shall not be responsible for any costs or expenses related to the compliance of the Premises with any Applicable Environmental Law and/or the monitoring, testing, removal, cleaning, abatement, or remediation of any Hazardous Substances on, under or about the Premises, including, without limitation, Hazardous Substances in the ground water or soil present on or before the Date of Beneficial Occupancy or caused by the acts or omissions of the Authority or any other person, agent, employee, invitee, or entity. City's Duty to Report; Authority's Right of Entry.

The City shall give prompt 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 City 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, (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 City, 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 during normal business hours and upon reasonable prior written notice to City with a minimum of forty-eight (48) hours' prior written notice except in the case of emergency whereby the Authority shall provide the City with written notice as soon as is practicable, and at the City's option accompanied by a representative of the City, provided the City makes such representative available, for the following purposes:

To inspect the Premises in accordance with Section 16.6 herein. 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.

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;

provided that if any monitoring, testing, removal, cleaning, abatement, or remediation, or restriction would restrict City from utilizing all or a material portion of the Premises for the Permitted Use for a consecutive period of one hundred eighty (180) days, then all rent, impositions and other charges related to the affected portion of the Premises shall be proportionally reduced for such applicable period of time.

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

17.4 Environmental Inspection.

Upon not less than forty-eight (48) hours' prior written notice (except in the case of an emergency in which event the Authority shall provide written notice as soon as is practicable under the circumstances), the Authority reserves the right and may, during normal business hours on business days, and at the City's option accompanied by a representative of the City, enter upon the Premises for the purpose of determining the City'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 City relating to the use or storage of Hazardous Substances on the Premises. The City 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 City'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 City's rights in regard to such documents.

17.5 Removal of Hazardous Substances and Equipment.

The City 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 City in the course of the City's business.

**Article 18.
SECURITY**

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

18.1 Burden of Compliance.

Pursuant to the requirements of Section 16.3 hereof, the City must comply with all laws imposing security requirements and measures relative to the City's use and occupation of the Premises. Specifically, the City 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 City's security system with the security system of the Authority. The City 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 City by coordinating the efforts of the parties whenever the security measures required of each can best be served by a cooperative effort. The City 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 City therefore agrees that the Authority retains full and final decision-making authority for all security related matters.

18.2 Security Access.

The City 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 City shall promptly take such corrective action as is directed by the Authority as necessary to achieve compliance with such laws and/or regulations.

18.3 Indemnification.

In those instances when the Authority is providing security services, oversight or assistance to the City in matters of security, the City 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 City'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 First Phase of Dispute Resolution for Construction Disputes - Negotiation.

Each party to this Agreement specifically reserves its right to institute suit or other appropriate legal proceeding for the purpose of resolving any dispute arising out of the operation or interpretation of this Agreement; however, in the event of a dispute relating to the design or construction of the Project which does not relate to the non-payment of a financial obligation by City, the parties shall first attempt to settle the dispute through negotiation at the operating level. The aggrieved party shall provide written notice of the dispute and the basis for its position to the other party as set forth in Section 22.6. After receipt of this written notice, the authorized representatives of the Authority and the City shall in good faith attempt to negotiate a settlement of the dispute during the next sixty (60) days. Any negotiated resolution of the dispute shall not be

binding on the Authority and the City until the settlement is reduced to writing and signed by the authorized representatives of the Authority and the City.

19.2 Authorized Representatives in First Phase Dispute Resolution for Construction Disputes.

The Chief Executive Officer of the Authority, or his designee, will represent the Authority in all matters pertaining to the first phase dispute resolution and will be empowered to bind the Authority, subject to review and approval by the Authority’s Board of Directors (“Board”), if required. It is further understood and agreed that the City’s representative shall act in its behalf and represent the City in all matters pertaining to dispute resolution and shall be empowered to bind the City.

19.3 Second Phase Dispute Resolution for Construction Disputes - Mediation.

The parties agree that in the event of any dispute to which Section 19.1 is applicable is not resolved according to Section 19.1, prior to filing any suit, action or other legal proceeding, the parties shall submit their dispute to mediation, as defined in Section 44.1011(2), Florida Statutes. The mediation shall be conducted as if it were a court-ordered mediation under Section 44.102, Florida Statutes, for actions filed in courts of records in the State of Florida, in Duval County. Mediation proceedings shall be held in Jacksonville, Florida.

(a) Duty of Mediator: The mediator’s duties shall be to interpret this Agreement, to make determinations of fact applicable to the dispute to determine whether there was, in fact, a breach of this Agreement, and to offer action necessary to resolve the dispute so as to further implement this Agreement. In resolving the dispute, the mediator shall not amend the provisions of this Agreement. Florida law shall govern the interpretations and factual determinations of the mediator.

(b) Mediator’s Cost: The fees and charges of the mediator shall be borne equally by the Authority and the City, but each party shall bear its own attorneys’ fees, expert witness fees and other costs.

19.4 Litigation.

In the event that the parties are unable to resolve any dispute arising out of this Agreement which is not governed by or resolved according to Section 19.1 or Section 19.3, either party may elect to file an action in any court with jurisdiction over the matter that is located in Duval County, Florida.

19.5 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 City 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 City or by the City 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 City shall remain on the Premises and shall immediately become the exclusive property of the Authority except that, if so requested by the Authority, the City shall remove any buildings, fixtures or other improvements built on or made to the Premises by City within sixty (60) days after the expiration of the Term; provided that the City shall not be required to remove any improvement that the Authority did not specifically require in any written consent from the Authority to City to specifically be removed at the end of the Term. Upon surrender of the Premises, City 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 City 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 City's benefit, in either case at City'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 City's equipment, trade fixtures, improvements, or personal property shall be repaired by the City at its sole expense within a reasonable period from the time the damage occurs.

20.4 Leasehold Improvement Liens.

The City 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 City.

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 City:

(a) If the City transfers substantial control of its assets and/or its business operations unless such transfer is permitted as stipulated in Article 14; or

(b) If the fees, charges or other payments which the City agrees to pay or is obligated to pay hereunder, are not received by the Authority within ten (10) days of the due date and such default continues for a period of thirty (30) days after receipt by the City of notice from the Authority specifying the default; or

(c) If the City files a voluntary petition for bankruptcy, makes a general assignment for the benefit of creditors or is adjudicated as bankrupt and such proceeding or action shall not have been dismissed within thirty (30) days after such filing or appointment; or

(f) If at any time the City abandons and ceases to use the Premises for a period of ninety (90) 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 City's control; or,

(d) If at any time the City 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 City and the Authority and such default continues for a period of thirty (30) days after receipt by the City of notice from the Authority specifying the default.; or

(e) If the City uses or permits the use of the Premises in material violation of any applicable law, rule or regulation; or

(f) If the City 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, 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 City 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 City of such event.

(b) The Authority may immediately terminate this Agreement, enter the Premises and exclude the City from possession of the Premises, declare all 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 City'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 City, or to enforce performance and observance of any obligation, agreement or covenant of City 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 City 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 City notice of City's commission of the same type of default more than twice during any consecutive twelve (12) month period and the City's failure to cure after the second notice. If this Agreement is to be terminated for failure of the City 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 City 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 City, or render the Authority liable to the City for damages resulting from such interruption or relieve the City from performing its obligations under this Agreement.

21.6 **Termination of Agreement for Condemnation.**

If, as contemplated by Section 21.12, 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 part so taken causes the Premises to be no longer commercially viable for the City's operation, the City shall have the option to cancel this Agreement in its entirety without penalty as long.

**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 City and the Authority, reduced to writing and executed by the duly authorized representatives of the Authority and the City.

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 City 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:

Chief, Administration and Corporate Performance
Jacksonville Port Authority
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 City shall be addressed to:

City of Jacksonville

22.7 Place of Payment.

Payments required pursuant to this Agreement shall be made by City to:

Lockbox:	Jacksonville Port Authority PO Box 865820 Orlando, FL 32886-5820 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 City is an independent contractor and as such is not subject to the direction or control of the Authority except that the City shall be required to comply at all times with the Authority’s general rules and regulations governing the use of the common areas 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 City agrees that it shall use the Premises in compliance with all non-discrimination requirements imposed by any applicable federal, state or local law. The City 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 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 City shall be entitled to direct payment by the condemning authority for its interest in this Agreement and the Premises for its moving and relocation costs, and any other amount in addition to the foregoing awarded to the City by the condemning authority that does not reduce the amount of the award payable to the Authority. If a direct payment is not allowed by applicable local law, the Authority shall pay the City: (i) the portion of the Authority's award that is attributable to the value of the City's interest and business, as determined by the condemning authority; and (ii) an amount equal to the unamortized portion of any expenditures by the City for its improvements or alternations to the Premises.

22.13 Quiet Enjoyment.

The Authority covenants that, if and as long as the City shall faithfully perform the agreements, terms, covenants and conditions hereof, the City and any Person who lawfully and in conformity with the provisions hereof claims through or under the City 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. Notwithstanding the foregoing, the express covenant of in this Section 22.13 is not conditioned on any matter other than an Event of Default that expressly permits the Authority to terminate this Agreement.

22.14 Force Majeure.

Neither the Authority nor the City 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 City of its obligation to pay Rent, 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.**

City 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 City, 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 City, provided such inspection is made during normal business hours and upon reasonable prior written notice to the City with a minimum of forty-eight (48) hours' prior written notice, and at the City's option accompanied by a representative of the City, provided the City makes such representative available. The City agrees to retain and make available all books, records or other data pertaining to tonnage 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 City 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 City 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 ten (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 City.

The City, 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 City and that its execution and delivery have been duly authorized by all necessary corporate action.

22.27 Further Assurances.

City 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 City for the use of the Premises by the City. 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.

* * * * *

[SIGNATURE PAGE FOLLOWS]

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: _____

By: _____

Print Name: _____

Name: Eric B. Green

Its: Chief Executive Officer

Witness:

By: _____

Print Name: _____

Witness:

City of Jacksonville

By: _____

By: _____

Print Name: _____

Its: _____

Print Name: _____

Witness:

By: _____

Print Name: _____

**Exhibit A
LAND/PREMISES**

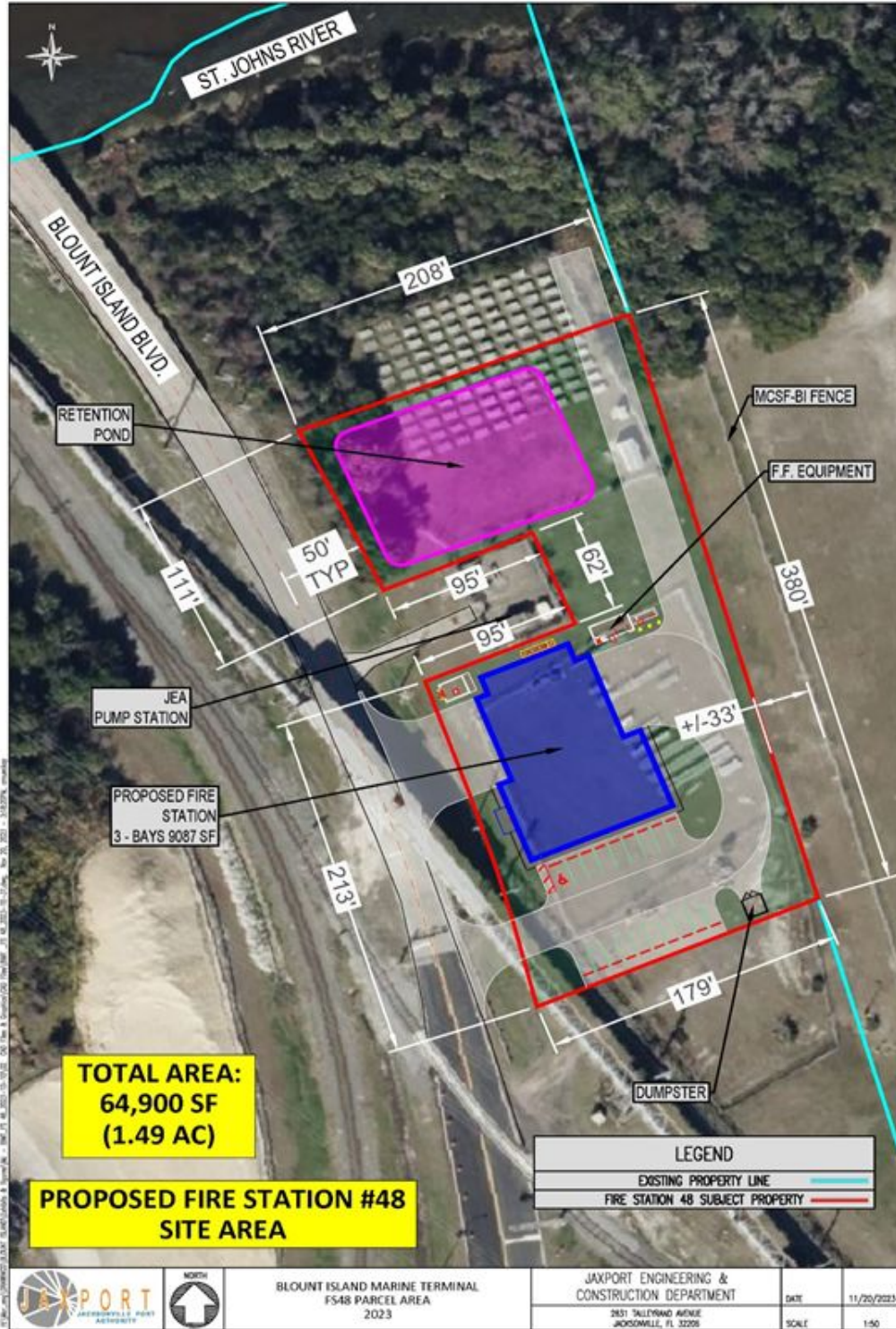


Exhibit B
TERM AND SCHEDULE OF FEES AND CHARGES

I. TERM:

The Initial Term of this Agreement shall commence on the Date of Beneficial Occupancy and terminate at midnight on the thirtieth (30th) anniversary of the Date of Beneficial Occupancy. The Term may be renewed by the City as set forth in Section 3.2.

The parties agree to enter into a commencement date agreement confirming the Date of Beneficial Occupancy and the expiration date of the Initial Term; provided, however, the failure of the Authority or the City, or both, to execute and deliver such agreement shall not affect the Date of Beneficial Occupancy or the expiration date of the Initial Term.

II. PREMISES RENTAL FEE: City shall pay the Authority premises rental fees as follows. All premises rental fees are subject to Florida State Sales Tax:

<u>PREMISES</u>	<u>ANNUAL RENTAL FEE</u>
Fire Station #48	\$1 per year

Exhibit C
INSURANCE REQUIREMENTS

Prior to commencement of operations or occupation of the Premises City 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
- c. Commercial General Liability coverage will be primary and non-contributory. Endorsement evidencing such coverage must be provided.

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 City's care and custody.

VI. POLLUTION LEGAL LIABILITY: CITY 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.

Maximum deductible or self-insured retention in an amount not exceeding \$100,000. Any deductible or self-insurance retention should be indicated on the City's certificate of insurance.

VIII. A waiver of subrogation is required for Workers' Compensation, Commercial General Liability, and Auto Liability. City waives all rights against the Authority, its Board members, officers, employees, or agents for recovery of damages to the extent these damages are covered by any of the policies of insurance maintained pursuant to this contract. Provide blanket waiver of subrogation endorsement certificate.

IX. The aforementioned Insurance Requirements are minimally accepted requirements. The Authority reserves the right to increase required limits based on individual circumstances.

X. INSURANCE REQUIREMENTS DO NOT INDICATE FINAL LIABILITY. In no way do these minimum insurance requirements limit any liability assumed elsewhere in the agreement, including but not limited to City's defense and indemnity obligations. Also, if loss exceeds insurance requirements, City remains obligated to fully indemnify the Authority for any loss associated with towing event.

If City maintains broader coverage and/or limits in excess of specified minimum limits shown above, the Authority requires and shall be entitled to the broader coverage, and/or the higher limits, and any available insurance proceeds maintained by the City.

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

AC-2023-11-01
Reference No.

File

11/17/2023
Date

SUBJECT: Purchase of Two (2) STS Diesel-Electric Container Handling Cranes
JPA Project No.: C2024.01 JPA Contract No.: EQ-1915
Liebherr-America, Inc. dba Liebherr USA, Co., Maritime Cranes

COST: \$30,186,404.00 BUDGETED NON-BUDGETED

BACKGROUND:

This project consists of the purchase of two (2) STS diesel-electric container handling cranes for Blount Island Marine Terminal. The scope of work includes, but is not limited to, design manufacture, transport, erection, testing, commissioning, and final delivery of two (2) STS diesel-electric container handling cranes complete with all necessary ancillary equipment and spares, as described in the specifications, ready for service at JAXPORT.

On September 21, 2023 Procurement Services solicited bids from qualified companies interested in providing the aforementioned STS cranes. On October 23, 2023, Procurement Services received one (1) conforming bid from Liebherr-America, Inc. dba Liebherr USA, Co., Maritime Cranes. After careful review of the conforming bid and negotiating a Best and Final Offer (BAFO), it is the recommendation of the Engineering Department to award a contract to Liebherr-America, Inc. dba Liebherr USA, Co., Maritime Cranes, who offered a responsive, responsible and acceptable BAFO.

EXPENSE CATEGORY:

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

This is a budgeted capital item for FY 24, and will be funded with 100% State funds.

FINANCIAL:

Available Budget: \$ 30,431,936
Proposed Expense: \$ 30,186,404
Remaining Balance: \$ 245,532

RECOMMENDATION:

Management recommends that the Board of Directors approve the issuance of a contract to Liebherr-America, Inc. dba Liebherr USA, Co., Maritime Cranes for the purchase of two (2) STS diesel-electric container handling cranes in the amount of Euro (€) **27,821,571**, estimated USD \$30,186,404.00.

AC-2023-11-01

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: Liebherr-America, Inc. dba Liebherr USA, Co., Maritime Cranes BAFO dated 11/09/2023
Unofficial Bid Results

ORIGINATED BY:

SUBMITTED FOR APPROVAL

Kelsey Cox
Kelsey Cox (Nov 17, 2023 15:52 EST)
Kelsey Cox, Sr. Director, Engineering & Construction

Brian Simmons
Brian Simmons (Nov 17, 2023 15:55 EST)
Brian Simmons, Director, Procurement Services

AWARDS COMMITTEE ACTION

APPROVED

APPROVED/REJECTED/DEFERRED

CONDITIONS OF APPROVAL (IF ANY):

Retta Rogers
Retta Rogers (Nov 19, 2023 20:25 EST)
Retta Rogers, Secretary to Awards Committee

Robert Peek
Robert Peek (Nov 20, 2023 07:38 EST)
Robert Peek, Chair to Awards Committee

CHIEF EXECUTIVE OFFICER ACTION

APPROVED

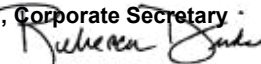
APPROVED/REJECTED/DEFERRED

CONDITIONS OF APPROVAL (IF ANY):

Eric B. Green
Eric B. Green (Nov 20, 2023 07:46 EST)
Eric B. Green, Chief Executive Officer

CONDITIONS OF APPROVAL (IF ANY):

Date

Rebecca Dicks, Corporate Secretary


December 04, 2023 9:30 AM

BOARD DECISION

APPROVED/REJECTED/DEFERRED

CONDITIONS OF APPROVAL (IF ANY):

Date



Date


Board Secretary, December 04, 2023 9:36 AM



Liebherr USA Co.
15101 NW 112th Ave
Miami, FL 33018, USA
Phone +1 305 457 1381

Liebherr USA Co.
15101 NW 112th Ave, Miami, FL 33018, USA

Jaxport, Jacksonville Port Authority,
Procurement Services,
2831 Talleyrand Avenue, Jacksonville,
Florida 32206,
USA.

Attention: Ms. Sandra Platt – Sr. Contract Specialist

Winston Ziegler
Head of Sales – Maritime Cranes
Phone +305 457 1381
Winston.Ziegler@liebherr.com

Ship to shore container cranes
Rubber tyre gantry cranes
Rail mounted gantry cranes

Your reference: EQ-1915
Our reference: PB
Your message from: 9th November 2023
Date: 9th November, 2023

Subject : OUR OFFER NO. LCC 5569/3
TENDER NO : ITN No. EQ-1915 Purchase of Two (2) STS
Diesel-Electric Container Handling Cranes

Invitation to Tender – Supply, Design, Construction, Delivery, Installation, Testing and Commissioning of Two (2) Ship to Shore Cranes (STS) to Jaxport, Jacksonville Port Authority, Florida, USA.

Dear Ms. Sandra Platt,

We refer to the above-named Tender, our offer submission, clarification meetings dated 30th October and 3rd November along with the Jaxport correspondence dated 30th October, email of 1st November and letters dated 6th and 9th November, 2023. We are pleased to respond herewith to the topics discussed with our best and final offer BAFO.

Our Offer is summarised as follows: -

1. SCOPE, TERMS AND CONDITIONS OF OFFER

1.1. OFFER CONDITIONS

This offer is subject to our Standard Conditions of Sale, as and to the extent that those conditions may be modified by the ITN terms and conditions along with our contractual deviations and the terms herein. Should our offer be accepted we propose to discuss this topic in conjunction with the typical Jaxport form of agreement.

2. SCOPE OF SUPPLY

2.1. Supply of Two (2) STS Container Cranes, model (To be confirmed). Note our specification dated 21st October 2023 may be revised based on the final size of the crane selected and the items mentioned herein.



- 2.1.1.** Supply of **Two (2) x Twin-lift Telescopic Spreaders (Bromma STR45)**, for handling 20ft., 40ft. and 45ft ISO containers. **One Hook beam 75t is also provided.**
- 2.2.** **Shipping** of the cranes in large pre-assembled components to **Jaxport, Jacksonville Port Authority, Florida, USA** and including shipping insurance costs. JAXPORT confirms any fees assessed by JAXPORT will be waived such as berthing and wharfage. This does not extend to any other organizations such as harbor pilots.
- 2.3.** **On-Site Erection, testing and commissioning** of the cranes and associated equipment on-site directly behind the crane rails in **Jaxport, Jacksonville Port Authority, Florida, USA**

It is assumed the crane operating site is directly accessible by ship for unloading and therefore no additional cost will occur from transportation of the cranes to their working site. JAXPORT confirms; no charge for the assembly area, that no union labour will be required and site power will be provided free of charge from a 480V 1,000 KVA transformer with distribution panel.

- 2.4.** Liebherr will provide an Engineer to fulfil the on-site training requirements over a period of **Two (2) weeks** after commissioning of the STS cranes. A Liebherr Engineer will also return to site for **Two x 3-day inspection visits** during the warranty term to assess crane performance and maintenance as well as addressing other training needs. Additional training is available to the client free of charge on a number of occasions each year at the factory. However, in this respect, airfares, daily expenses and accommodation are for the client's account.

3. EXCLUSIONS

Our offer price does not include the following:-

- 3.1.** Any and all taxes, duties etc. payable in the country of destination on the equipment or the erection portion.
- 3.2.** Any associated civil works.
- 3.3.** Any port or stevedoring charges payable in the port of destination in respect of unloading of the crane parts and bringing these to the erection site.
- 3.4.** Any cost for demurrage or mobile crane hire that may arise due to the non-availability of the discharge berth for the carrying vessel, or non-availability of a suitable assembly site.
- 3.5.** Any optional extras as listed below or in our specification.
- 3.6.** Any cost for Third Party Inspection, Certification or Legalisation of Documents.
- 3.7.** **N/A**
- 3.8.** **N/A**



4. PRICES

Our Price for the Scope of Supply as defined in 2. Above:

4.1 Two (2) off Model LIEBHERR P168L (WS) (including Two (2) Bromma STR45 Twin- lift Spreaders and One Hook Beam 75t.

Revised lift height to 115 feet, Outreach to 168 feet, backreach to 60' and Portal Beam height to 45'
(Note 1: the crane will handle 65LT at full outreach and 54LT at full backreach, 65LT can also be handled @ 8.0m reduced backreach within the specified wheel loads.)

Euro (€) 27,821,571 USD (\$) 30,186,404 (Including Spare Parts package of \$600,000)

4.2 Optional Prices (2 cranes)

4.2.1 N/A

4.2.3 Price to increase to 184' Outreach with Lift height of 131', backreach 60' and Portal Beam height of 45'
Euro (€) 29,958,317 USD (\$) 32,504,774 (Including Spare Parts package of \$600,000)

4.2.4 N/A

Note 2: The above option will impose operational restrictions of SWL at full outreach and backreach. It will also incur an increase in out of service wheel loads.

4.2.5 Discount for Bromma STR45 to be provided in lieu of Bromma STS45 included in above

Note 3: Our prices are stated in € Euro and \$ USD. These consider an exchange rate of 1:1.085. At the time of actual contract award the prevailing forward exchange rate based on the agreed payment conditions shall be applied to the base euro prices stated.

Note 4: As discussed during our negotiation meetings, we have modified the scope of supply from the original crane specification as follows. The cost of these items has been removed from our cost basis to present the best price for the base crane and the alternative crane size listed above.

- a) No Checkers cabin
- b) No Spare spreader
- c) One cargo beam
- d) Spreader cable reel replaced with cable basket and weighted power cable
- e) N/A
- f) No CCTV Cabling (No design details available so removed from scope)
- g) No Fire suppression
- h) N/A



Note 5: The following items are included in the crane base specification in accordance with Liebherr design recommendations and our discussions.

- i. Door locks included (minimal cost impact and will be used only where necessary)
- ii. Igus Energy chain included (there is no costs benefit to moving back to a festoon system)
- iii. Boom and gantry anti collision systems included
- iv. Fibre Optic cabling will remain as it's the preferred method of some crane communication.
- v. 4 lift stops remain for the convenience of maintenance.
- vi. 1365kW Genset now included with Liebherr Peak power shaving capacitor system.
- vii. Service Hoists for Genset now included (one internal 1LT SWL with trapdoor for transport of tools and engine consumables by pallet, other unit roof mounted 0.4LT SWL for SCR filter change)

5. PAYMENT CONDITIONS

The delivery method is based on the supply of the cranes in large pre-assembled components ready for on-site erection. Our above offer prices are contingent on the below payment conditions.

Progress Payment Schedule:-

- 20% of contract value as down payment with order
- 30% of contract value on completion of main structural design and 50% of material orders are placed.
- 20% of contract value once fabrication has commenced.
- 20% of contract value when cranes are ready for shipment ex-quay Port of Despatch.
- 10% of contract value on issue of Handover Certificate.

5.1 BONDS

We will provide LIN (Liebherr International) parent company bonds for the following payments.

- Performance bond of 10% valid until crane handover at site
- 3 x Advance payment bonds valid until delivery of crane parts to site
 - 1 x 20% Advance payment
 - 1 x 30% Advance payment
 - 1 x 20% Advance payment

6. GUARANTEES

12 Months for Electrical & Mechanical Components
36 Months for Paint System to Re3 - 60 months for Paint System adhesion
36 Months for Structural Components



7. SPARE PARTS

Our revised offer prices in section 4 above now consider the lump sum of \$600,000 as indicated for spare parts to be provided with the cranes. We have provided a sample spare parts list with our submission and suitable spare parts for shall be chosen during the project design phase to the above lump sum value.

8. INSURANCE

Liebherr Container Cranes Limited and Liebherr USA Co. as part of the Liebherr Group of companies are covered under a master insurance policy for the whole organisation. This applies to Property, Public and Product Liability, Marine Transport, Employers Liability etc.

We have made comments in our reply to the ITN and thank you for your email reply of 1st November. We now assume that all Liebherr terms included in our deviations list (including comments regarding the insurance requirements) have been accepted, the details of which would be incorporated into any future formal agreement document.

9. DELIVERY

Deliveries are from date of effective contract to date of handover for commercial use and are dependent on our production status at time of order.

Supply of (2) STS – 24 Months.

10. SUPPORT DOCUMENTATION / OTHER COMMENTS

Our offer is accompanied and supported by the following documentation:-

- Our detailed response to the Tender Evaluation Criteria including
 - Detailed Technical Specification for P200L-(WS)-Super dated 21st October, 2023
 - General Arrangement Drawings LCC5569 for the various options
- Jaxport letter dated 30th October, 2023 missing responses below;
 - Item 16: Wheel load information and wind speed map for the new base crane are attached
 - Item 18: Platform grating fasteners – bolt, nut and washer are stainless steel
 - Item 22: All major crane assemblies are tested without load at the factory in advance of shipment e.g. Trolley, cabin, machiney house etc. A full list of crane and component test certificates shall be provided. Client and consultant are welcome to visit the site during fabrication and final testing phases.



11. OFFER VALIDITY

This offer (in terms of Euro prices) is valid for acceptance until December 15th, 2023.

We have the utmost confidence in our ability to provide you with reliable, efficient and high quality cranes, which will further enhance the handling capabilities at your terminal facilities at Jaxport, Jacksonville Port Authority.

We trust you will find our revised offer in order and we confirm our keen interest in concluding a contract with Jaxport for the above supply. We assure you of our best attention at all times.

We look forward to your further communication.

**Yours faithfully,
LIEBHERR USA Co.**

A handwritten signature in cursive script that reads "Ziegler".

**Winston Ziegler
Head of Sales – Maritime Cranes**

Attached

- N/A

6

PROPOSER REQUIREMENTS				LIEBHERR USA	
JPA Contract No.: ITN_EQ-1915 PURCHASE OF TWO STS DIESEL-ELECTRIC CONTAINER HANDLING CRANES					
Proposal Open Date: October 23, 2023					
PROPOSER'S ACKNOWLEDGEMENT FORM				Y	
COI FORM				Y	
PEC FORM				Y	
E-VERIFY FORM				Y	
ACKNOWLEDGEMENT OF ADDENDA 1 & 2				Y	
Item Number	Description	Quantity	UoM	Unit Cost	Total Cost
1.	STS DIESEL-ELECTRIC CONTAINER HANDLING CRANES	2	EA	\$ 17,168,691.00	\$ 34,337,382.00
TOTAL COST:				\$	34,337,382.00

PROPOSAL SUMMARY	
Base Bid Total	\$ 34,337,382.00

Recorded By: *Sandra Platt*
Sandra Platt (Oct 23, 2023 15:51 EDT)

Witness: *Jerrie Gunder*
Jerrie Gunder (Oct 23, 2023 16:29 EDT)

Witness: *Keith Sanders*
Keith Sanders (Oct 23, 2023 17:42 EDT)

Director, Procurement Services: *Brian Simmons*
Brian Simmons (Oct 23, 2023 19:11 EDT)

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

AC-2023-11-02
Reference No.

File

11/17/2023
Date

SUBJECT: Breasting Dolphins – Berth 22 Dolphin Additions
JPA Project No.: B2020.02 JPA Contract No.: C-1790R
TIC “The Industrial Company”

COST: \$5,119,395.00

BUDGETED

NON-BUDGETED

BACKGROUND:

This package consists of furnishing all materials, equipment, labor, and supervision to expand Berth 22 to accept larger (750-foot LOA) Ro/Ro vessels. The scope of work includes, but is not limited to, structural repairs, fender and bollard upgrades, construction of a new breasting dolphin, construction of a new mooring dolphin, dredging to expand the berth, and associated ancillary features (lighting, bull rails, handrails, etc).

On August 31, 2023 Procurement Services solicited bids from qualified and licensed contractors to provide those services. On October 4, 2023, Procurement Services received six (6) conforming bids from TIC “The Industrial Co.,” Coastal Marine Construction, RUSH Marine, Hal Jones Contractor (a Division of Vecellio & Grogan, Inc.), SJ Hamill Construction, and Michels Construction. After review of the conforming bids, it is the recommendation of the Engineering Department to award a contract to TIC “The Industrial 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 CapEx strategy

This is a budgeted capital item for FY 24, and will be funded with 75% FDOT funds and 25%JAXPORT funds.

FINANCIAL:

Available Budget:	\$ 5,569,895
Proposed Expense:	\$ <u>5,119,395</u>
Remaining Balance:	\$ 450,500

RECOMMENDATION:

Management recommends that the Board of Directors approve the issuance of a contract to TIC “The Industrial Company” for Berth 22 Dolphin Additions in the amount of \$5,119,395.00.

AC-2023-11-02

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: TIC "The Industrial Company" bid form dated 10/03/2023
Unofficial Bid Results

ORIGINATED BY:

SUBMITTED FOR APPROVAL

Kelsey Cox
Kelsey Cox (Nov 17, 2023 15:52 EST)
Kelsey Cox, Sr. Director, Engineering & Construction

Brian Simmons
Brian Simmons (Nov 17, 2023 15:55 EST)
Brian Simmons, Director, Procurement Services

AWARDS COMMITTEE ACTION

APPROVED

APPROVED/REJECTED/DEFERRED

CONDITIONS OF APPROVAL (IF ANY):

Retta Rogers
Retta Rogers (Nov 15, 2023 20:25 EST)
Retta Rogers, Secretary to Awards Committee

Robert Peek
Robert Peek (Nov 20, 2023 07:38 EST)
Robert Peek, Chair to Awards Committee

CHIEF EXECUTIVE OFFICER ACTION

APPROVED

APPROVED/REJECTED/DEFERRED

CONDITIONS OF APPROVAL (IF ANY):

Eric B. Green
Eric B. Green (Nov 20, 2023 07:46 EST)
Eric B. Green, Chief Executive Officer

CONDITIONS OF APPROVAL (IF ANY):

Date

Rebecca Dicks
December 04, 2023 9:30 AM
Rebecca Dicks, Corporate Secretary

BOARD DECISION

APPROVED/REJECTED/DEFERRED

CONDITIONS OF APPROVAL (IF ANY):

Date

Date

David K. Ben
December 04, 2023 7:48 AM
[Signature]
December 04, 2023 9:37 AM
Board Secretary

BID FORM
JAXPORT PROJECT NO.: B2020.02
JAXPORT CONTRACT NO.: C-1790R
BREASTING DOLPHINS - BERTH 22 DOLPHIN ADDITIONS (RE-BID)
BLOUNT ISLAND MARINE TERMINAL

BIDDER'S NAME: TIC - The Industrial Company

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-1790R**, at the following price:

Scope of Work: Furnish all labor, materials, equipment and supervision to expand Berth 22 to accept larger (750-foot LOA) Ro/Ro vessels. This project generally entails structural repairs, fender and bollard upgrades, construction o a new breasting dolphin, construction of a new mooring dolphin, dredging to expand the berth, and associated ancillary features (lighting, bull rails, handrails, etc.) in accordance with contract specifications and drawings.

LUMP SUM WORK		
Item Number	Description	Total Item Amount
1	Mobilization and Demobilization	\$ 472,360.00
2	General Requirements (Includes Project Management; General Administrative Costs; Construction and Payment Surveys; Construction Materials Testing, PDA testing, etc.)	\$ 1,575,000.00
3	Environmental Protection	\$ 28,750.00
4	Blast and Recoat Existing Bollards (at Locations per Drawings)	\$ 10,500.00
5	Furnish and Install Bollards (Includes Removal of Existing Bollards at Locations per Drawings)	\$ 115,250.00
6	Furnish and Install Marine Fenders (Includes Removal of Existing Fenders at Locations per Drawings)	\$ 395,565.00
7	Ancillary Hardware (Includes, Handrails, Steel Navigation Light Assemblies, etc.)	\$ 25,500.00
8	Walkways (Includes PSC Double Tees, Baseplates, Handrails, etc.)	\$ 175,070.00
9	Electrical and Lighting	\$ 102,950.00
A. SUM OF ALL LUMP SUM WORK EXCLUDING UNIT PRICED WORK		\$ 2,900,945.00

ITEMIZED UNIT PRICED WORK (NOT INCLUDED IN LUMP SUM WORK); TO BE PAID BASED ON ACTUAL QUANTITY AUTHORIZED AND INSTALLED					
Item	Description	Estimated Quantity	Unit	Unit Price	Total Item Amount
10	Underdeck Concrete Spall Repair	170	CF	\$ 605.00	\$ 102,850.00
11	FRP Pile Jacket Repair (Unreinforced)	60	LF	\$ 2,200.00	\$ 132,000.00
12	FRP Pile Jacket Repair (Reinforced)	40	LF	\$ 2,700.00	\$ 108,000.00
13	Furnish and Install 18" Prestressed Concrete Piles	4,000	LF	\$ 71.25	\$ 285,000.00
14	Cast-in-Place Concrete (Includes dolphin caps, corbels, walkway pile cap, bull rail, etc.)	220	CY	\$ 3,305.00	\$ 727,100.00
15	Dredging and Disposal	23,500	CY	\$ 30.00	\$ 705,000.00
16	Allowance for Work Delay Days in Pile Driving/Crane Activities at Breasting Dolphin (if required, see specification section 01 29 00 for description)	20	EA	\$ 7,925.00	\$ 158,500.00
B. ITEMIZED UNIT PRICED TOTAL					\$ 2,218,450.00

BID FORM
JAXPORT PROJECT NO.: B2020.02
JAXPORT CONTRACT NO.: C-1790R
BREASTING DOLPHINS - BERTH 22 DOLPHIN ADDITIONS (RE-BID)
BLOUNT ISLAND MARINE TERMINAL

BID SUMMARY				
	C. Total Lump Sum Work (Line A)		\$	2,900,945.00
	D. Total Itemized Work (Line B)		\$	2,218,450.00
	E. TOTAL BID AMOUNT (LINES C + D)			\$ 5,119,395.00

<p>Notes</p> <p>(1) Line Item "E." will serve as the Basis of Award</p> <p>(2) Bid prices for the various work items are intended to establish a total price for completing the project in its entirety. The Contractor shall include in the Bid, any item for which a separate pay item has not been established in the Bid Form (under any related pay item), to reflect the total price for completing the project in its entirety.</p> <p>(3) Bidder shall verify all quantities prior to bidding.</p>
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(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 Total Bid Amount (Items 1-16), subject to availability of appropriated funds.

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

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

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

BID FORM
JAXPORT PROJECT NO.: B2020.02
JAXPORT CONTRACT NO.: C-1790R
BREASTING DOLPHINS - BERTH 22 DOLPHIN ADDITIONS (RE-BID)
BLOUNT ISLAND MARINE TERMINAL

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

Addendum No. 1, Dated: 09/21/23 Initials: CEH
 Addendum No. 2, Dated: _____ Initials: _____
 Addendum No. 3, Dated: _____ Initials: _____
 Addendum No. 4, Dated: _____ Initials: _____

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

TIC - The Industrial Company

Name of Contractor

AUTHENTICATION (see "Supplemental Instructions to Bidders")

TIC - The Industrial Company

Firm

205 Hutchinson Island Rd	Savannah	GA	31421
Business Address	City	State	Zip Code
PO Box 9207	Savannah	GA	31412

Mailing Address, if different from above

	<u>10/3/23</u>
Authorized Signature	Date Executed
Charles E. Hucks Jr.	District Manager & Vice President

Typed Name	Title
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charles.hucksjr@kiewit.com	
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E-Mail Address

(303) 549-2790	(912) 235-4877
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Telephone Number	Facsimile Number
------------------	------------------

76-0032594	003329
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Company Federal Tax I.D. No.	Company's Business License No.
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BIDDER REQUIREMENTS				TIC - The Industrial Company	Coastal Marine Construction LLC	RUSH Marine LLC	SJ Hamill Construction	Michels Construction					
JPA CONTRACT NO.: C-1790R													
BID DUE DATE: OCTOBER 4, 2023 AT 2:00 PM													
BID BOND				Y	Y	Y	Y	Y					
COI FORM				Y	Y	Y	Y	Y					
PEC FORM				Y	Y	Y	Y	Y					
BIDDERS MINIMUM REQUIREMENTS				Y	Y	Y	Y	Y					
CCRSC FORM				Y	Y	Y	Y	Y					
E-VERIFY				Y	Y	Y	Y	Y					
E-BUILDER				Y	Y	Y	Y	Y					
ADDENDUM NO. 01				Y	Y	Y	Y	Y					
A. LUMP SUM WORK													
Item Number	Description	Total Cost	Total Cost	Total Cost	Total Cost	Total Cost	Total Cost	Total Cost					
1	Mobilization and Demobilization	\$ 472,360.00	\$ 639,170.00	\$ 521,460.00	\$ 1,526,600.00	\$ 886,647.19							
2	General Requirements	\$ 1,575,000.00	\$ 969,830.00	\$ 1,073,063.00	\$ 815,000.00	\$ 343,192.64							
3	Environmental Protection	\$ 28,750.00	\$ 143,000.00	\$ 54,727.00	\$ 50,000.00	\$ 66,971.37							
4	Blast and Recoat Existing Bollards	\$ 10,500.00	\$ 29,000.00	\$ 45,871.00	\$ 16,500.00	\$ 8,140.93							
5	Furnish and Install Bollards	\$ 115,250.00	\$ 51,500.00	\$ 68,421.00	\$ 59,000.00	\$ 59,827.73							
6	Furnish and Install Marine Fenders	\$ 395,565.00	\$ 303,560.00	\$ 548,259.00	\$ 405,000.00	\$ 438,645.03							
7	Ancillary Hardware	\$ 25,500.00	\$ 81,600.00	\$ 79,293.00	\$ 40,000.00	\$ 92,208.80							
8	Walkways	\$ 175,070.00	\$ 149,967.00	\$ 149,933.00	\$ 140,000.00	\$ 117,368.10							
9	Electrical Lighting	\$ 102,950.00	\$ 95,197.00	\$ 102,133.00	\$ 80,000.00	\$ 80,260.20							
A. SUM OF ALL LUMP SUM WORK EXCLUDING UNIT PRICED WORK:				\$ 2,900,945.00	\$ 2,462,824.00	\$ 2,643,160.00	\$ 3,132,100.00	\$ 2,093,261.99					
B. ITEMIZED UNIT PRICED WORK													
Item Number	Description	Est. Qty.	UoM	Unit Price	Total Item Amount	Unit Price	Total Item Amount	Unit Price	Total Item Amount	Unit Price	Total Item Amount	Unit Price	Total Item Amount
10	Underdeck Concrete Spall Repair	170	CF	\$ 605.00	\$ 102,850.00	\$ 650.00	\$ 110,500.00	\$ 823.00	\$ 139,910.00	\$ 1,550.00	\$ 263,500.00	\$ 7,472.68	\$ 1,270,355.60
11	FRP Pile Jacket Repair (Unreinforced)	60	LF	\$ 2,200.00	\$ 132,000.00	\$ 2,245.00	\$ 134,700.00	\$ 2,712.00	\$ 162,720.00	\$ 1,850.00	\$ 111,000.00	\$ 6,796.91	\$ 407,814.60
12	FRP Pile Jacket Repair (Reinforced)	40	LF	\$ 2,700.00	\$ 108,000.00	\$ 2,760.00	\$ 110,400.00	\$ 3,194.00	\$ 127,760.00	\$ 5,300.00	\$ 212,000.00	\$ 14,757.54	\$ 590,301.60
13	Furnish and Install 18" Prestressed Concrete Piles	4,000	LF	\$ 71.25	\$ 285,000.00	\$ 180.00	\$ 720,000.00	\$ 348.00	\$ 1,392,000.00	\$ 262.00	\$ 1,048,000.00	\$ 597.59	\$ 2,390,360.00
14	Cast-In-Place Concrete	220	CY	\$ 3,305.00	\$ 727,100.00	\$ 1,415.00	\$ 311,300.00	\$ 3,616.00	\$ 795,520.00	\$ 3,500.00	\$ 770,000.00	\$ 3,393.91	\$ 746,660.20
15	Dredging and Disposal	23,500	CY	\$ 30.00	\$ 705,000.00	\$ 46.00	\$ 1,081,000.00	\$ 32.00	\$ 752,000.00	\$ 57.00	\$ 1,339,500.00	\$ 33.46	\$ 786,310.00
16	Allowance for Work Delay Days in Pile Driving/Crane Activities at Breasting Dolphins	20	EA	\$ 7,925.00	\$ 158,500.00	\$ 10,890.00	\$ 217,800.00	\$ 16,225.00	\$ 324,500.00	\$ 11,750.00	\$ 235,000.00	\$ 17,503.22	\$ 350,064.40
B. ITEMIZED UNIT PRICED WORK Cost Total				\$ 2,218,450.00	\$ 2,685,700.00	\$ 3,694,410.00	\$ 3,979,000.00	\$ 6,541,866.40					
BID SUMMARY													
C. Total Lump Sum Work (Line A)				\$ 2,900,945.00	\$ 2,462,824.00	\$ 2,643,160.00	\$ 3,132,100.00	\$ 2,093,261.99					
D. Total Itemized Work (Line B)				\$ 2,218,450.00	\$ 2,685,700.00	\$ 3,694,410.00	\$ 3,979,000.00	\$ 6,541,866.40					
E. TOTAL BID AMOUNT (LINES C + D):				\$ 5,119,395.00	\$ 5,148,524.00	\$ 6,337,570.00	\$ 7,111,100.00	\$ 8,635,128.39					
Bidder Qualification Notes													

Recorded By: Sandra Platt
 Witness: Beth Rogers
 Witness: Tarria Gunder

Brian Simmons, Director, Procurement Services: Brian Simmons

APPARENTLY CONFORMING

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

AC-2023-12-01
Reference No.

File

12/04/2023
Date

SUBJECT: TMT Hanjung Crane 8844 Refurbishment
JPA Project No.: T2022.06
Global Rigging & Transport

JPA Contract No.: EQ-1907A

COST: \$1,828,500.00

BUDGETED

NON-BUDGETED

BACKGROUND:

This procurement is for refurbishing Hanjung Crane 8844 at Talleyrand Marine Terminal. The scope of work includes but is not limited to furnishing all labor, materials, equipment incidentals, testing and supervision necessary to refurbish Hanjung Crane 8844 at TMT.

On June 22, 2023, Procurement Services solicited bids from qualified contractors for this project. On November 28, 2023, Procurement Services received three (3) conforming bids from Global Rigging & Transport, Reading Crane and Engineering Company and ZPMC NA East Coast, Inc. After review of all bids received, it is the consensus of the Equipment Maintenance Department to recommend award to Global Rigging & Transport the lowest, most responsive and responsible bidder.

EXPENSE CATEGORY:

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

This is a budgeted capital expense for FY 24 and will be funded with 100% JPA funds.

FINANCIAL:

Available Budget:	\$ 1,894,000
Proposed Expense:	<u>\$ 1,828,500</u>
Remaining Balance:	<u>\$ 65,500</u>

RECOMMENDATION:

Management recommends that the Board of Directors approve the issuance of a contract to Global Rigging & Transport for TMT Hanjung Cranes 8844 Refurbishment in the amount of \$1,828,500.00.

AC-2023-12-01

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: TBD Bid Form dated 11/28/2023
Unofficial Bid Results

ORIGINATED BY:

Kelsey Cox, Sr. Director, Engineering & Construction

SUBMITTED FOR APPROVAL

Retta Rogers, Manager, Procurement Services

AWARDS COMMITTEE ACTION

APPROVED / REJECTED / DEFERRED

CONDITIONS OF APPROVAL (IF ANY):

Sandra Platt, Secretary to Awards Committee

Robert Peek, Chair to Awards Committee

CHIEF EXECUTIVE OFFICER ACTION

APPROVED / REJECTED / DEFERRED

CONDITIONS OF APPROVAL (IF ANY):

Eric B. Green, Chief Executive Officer

CONDITIONS OF APPROVAL (IF ANY):

Date

Rebecca Dicks, Corporate Secretary

December 04, 2023 9:30 AM

BOARD DECISION

APPROVED / REJECTED / DEFERRED

CONDITIONS OF APPROVAL (IF ANY):

Date

December 04, 2023 7:40 AM

Date

December 04, 2023 9:37 AM

Board Secretary

BID FORM
JAXPORT PROJECT NO.: T2022.06
JAXPORT CONTRACT NO.: EQ-1907A
TMT HANJUNG CRANE 8844 REFURBISHMENT
TALLEYRAND 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. **EQ-1907A**, at the following price:

Scope of Work: Furnish all labor, materials, equipment incidentals, testing and supervision necessary to refurbish one (1) Hanjung Crane identified as 8844, located at Talleyrand Marine Terminal.

A. BASE BID LUMP SUM ITEMS (ROLL BACK, TROLLEY RAILS, CORROSION REPAIRS/CONTROL/PAINTING)		
Item Number	Description	Total Item Amount
1	Mobilization (60%) / Demobilization (40%)	\$ 240,000
2	Hanjung 8844 (TMT): Roll Back	\$ 360,000
3	Hanjung 8844 (TMT): Trolley Rail System Replacement	\$ 602,000
4	Hanjung 8844 (TMT): Critical Structures Repairs/Painting (Specific Identified Locations)	\$ 427,590
5	Hanjung 8844 (TMT): Spot Corrosion Painting (Specific Identified Locations)	\$ 100,000
6	Hanjung 8844 (TMT): Galvanized Surfaces Painting (Specific Identified Locations)	\$ 89,600
7	Hanjung 8844 (TMT): Crane Painting (Specific Identified Locations) <i>(INCLUDED IN CRANE)</i>	\$
8	Hanjung 8844 (TMT): Cab Roof Spot Corrosion, and Painting	\$ 9,910
TOTAL BASE BID HANJUNG 8844 (Items 2-8):		\$
A. TOTAL LUMP SUM BASE BID (Items 1 - 8)		\$ 1,828,500
BID SUMMARY		
B. SUM OF ALL BASE BID WORK (LINE A) Items 1 - 8		\$ 1,828,500

(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 to the Bidder whose price is the lowest, based on Total Base Bid (Items 1-8), subject to the availability of appropriated funds.

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

JAXPORT reserves the right to award this contract to the bidder offering the lowest price consistent with meeting all specifications, terms, conditions, delivery requirements set

BID FORM
JAXPORT PROJECT NO.: T2022.06
JAXPORT CONTRACT NO.: EQ-1907A
TMT HANJUNG CRANE 8844 REFURBISHMENT
TALLEYRAND MARINE TERMINAL

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

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

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

Addendum No. 1, Dated: 10/3/23 Initials: [Signature]
Addendum No. 2, Dated: 10/8/23 Initials: [Signature]
Addendum No. 3, Dated: 11/14/23 Initials: [Signature]
Addendum No. 4, Dated: _____ Initials: _____

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

GLOBAL RIGGING & TRANSPORT, LLC
Name of Contractor

AUTHENTICATION (see "Supplemental Instructions to Bidders")

1315 TAYLOR FARM ROAD
Firm

VIRGINIA BEACH, VA 23453
Business Address City State Zip Code

Mailing Address, if different from above
[Signature] 11/24/2023

Authorized Signature Date Executed
THOMAS L. FELCH GENERAL MANAGER

Typed Name Title
(757) 437-0027 (757) 437-7089

Telephone Number Facsimile Number

54-2021415 2023-102481
Company Federal Tax I.D. No. Company's Business License No.

BIDDERS REQUIREMENTS		GLOBAL RIGGING & TRANSPORT	READING CRANE & ENGINEERING COMPANY	ZPMC NA EAST COAST, INC.
JPA CONTRACT NO.: ITB_EQ-1907A TMT HANJUNG CRANE 8844 REFURBISHMENT				
Bid Due Date: Tuesday, November 28, 2023 at 2:00 PM				
BID BOND		Page BBF-2 incomplete	Y	Y
COI FORM		Y	Y	Y
PEC FORM		Y	Y	Y
BIDDER'S MINIMUM REQUIREMENTS		Y	Y	Y
CCRSC FORM		Y	Y	Y
E-VERIFY		Y	Y	Y
E-BUILDER		Y	Y	Y
ACKNOWLEDGEMENT OF ADDENDA 1, 2 & 3		Y	Y	Y
A. BASE BID LUMP SUM ITEMS (ROLL BACK, TROLLEY RAILS, CORROSION REPAIRS/CONTROL/PAINTING)				
Item No	Description	Total Item Amount	Total Item Amount	Total Item Amount
1	Mobilization (60%)/Demobilization (40%)	\$ 240,000.00	\$ 350,000.00	\$ 337,748.00
2	Hanjung 8844 (TMT): Roll Back	\$ 360,000.00	\$ 621,414.00	\$ 1,089,718.00
3	Hanjung 8844 (TMT): Trolley Rail System replacement	\$ 602,000.00	\$ 277,871.00	\$ 653,833.00
4	Hanjung 8844 (TMT): Critical Structures Repairs/Painting	\$ 427,590.00	\$ 670,439.00	\$ 428,870.00
5	Hanjung 8844 (TMT): Spot Corrosion Painting	\$ 100,000.00	\$ 184,906.00	\$ 277,817.00
6	Hanjung 8844 (TMT): Galvanized Surfaces Painting	\$ 89,000.00	\$ 163,284.00	\$ 89,196.00
7	Hanjung 8844 (TMT): Crane Painting	Included in Critical (Line 4)	\$ 114,662.00	Included in line 4 above
8	Hanjung 8844 (TMT): Cab Rppf Spot Corrosion, and Painting	\$ 9,910.00	\$ 3,583.00	\$ 4,384.00
TOTAL BASE BID HANJUNG CRANE 8844 (Items 2 - 8)		\$ 1,588,500.00	\$ 2,036,159.00	\$ 2,543,818.00
BID SUMMARY				
A. TOTAL LUMP SUM BASE BID (ITEMS 1 - 8)		\$ 1,828,500.00	\$ 2,386,159.00	\$ 2,881,566.00
BIDDER REQUIREMENTS		Line 1 & 2 on Page BBF 2 not completed	Error in calculation	

Recorded By: Sandra Platt
Sandra Platt (Nov 28, 2023 15:08 EST)

APPARENTLY CONFORMING

Witness: Retta Rogers
Retta Rogers (Nov 28, 2023 15:17 EST)

Witness: Jerrie Gunder
Jerrie Gunder (Nov 28, 2023 15:36 EST)

Director, Procurement Services: Brian Simmons
Brian Simmons (Nov 28, 2023 15:39 EST)

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

AC-2023-12-02
Reference No.

File

12/04/2023
Date

SUBJECT: Continuation Project Order for SET – Additional Contingency Approval as Needed
JPA Project No.: B2022.11 JPA Contract No.: AE-1830 CO#8
JE Dunn Construction Company

COST: \$2,105,895.00 BUDGETED NON-BUDGETED

BACKGROUND:

JAXPORT continues the development of the Southeast Toyota processing facility at the Blount Island Marine Terminal. The contractor serving as the Construction Manager at Risk (CMAR) is JE Dunn Construction Company. Key components of work underway that have been advertised and bid as separate packages are: (1) Early Site Work and Deep Foundations, (2) Early Procurement of HVAC and Electrical Equipment, (3) Structural Steel and Concrete, and (4) Plumbing, Mechanical and Electrical.

The above packages were prepared, advertised and awarded prior to 100% plans and specifications being developed. The approach has allowed the project construction to begin much earlier and proceed as final plans were completed.

With 100% plans completed, some modifications are required for final quantities and material specifications. As such, change orders are necessary to account for these final requirements.

Two additional components are expected to be advertised and presented to the Board for approval, with one package in January 2024 and a second package in March 2024.

The current contract value is \$73,275,589.97. In order to address any unforeseen conditions that would prevent the project from progressing, contingency in the amount of 3% is requested. This contingency amount will provide JAXPORT the ability to approve appropriate change orders as necessary to maintain the project on schedule.

EXPENSE CATEGORY:

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

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

FINANCIAL:

Available Budget:	\$64,380,366.00
Proposed Expense:	<u>\$ 2,105,895.00</u>
Remaining Balance:	\$62,274,471.00

RECOMMENDATION:

Management recommends that the Board of Directors approve the issuance of Change Order No. 8 to JE Dunn Construction Company in the amount of \$2,105,895 for continuation project order for SET – additional contingency approval as needed.

AC-2023-12-02

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:

ORIGINATED BY:

Kelsey Cox, Sr. Director, Engineering & Construction

SUBMITTED FOR APPROVAL

Retta Rogers, Manager, Procurement Services

AWARDS COMMITTEE ACTION

APPROVED/REJECTED/DEFERRED

CONDITIONS OF APPROVAL (IF ANY):

Sandra Platt, Secretary to Awards Committee

Robert Peek, Chair to Awards Committee

CHIEF EXECUTIVE OFFICER ACTION

APPROVED/REJECTED/DEFERRED

CONDITIONS OF APPROVAL (IF ANY):

Eric B. Green, Chief Executive Officer

CONDITIONS OF APPROVAL (IF ANY):

Date

December 04, 2023 9:31 AM
Rebecca Dicks, Corporate Secretary

BOARD DECISION

APPROVED/REJECTED/DEFERRED

CONDITIONS OF APPROVAL (IF ANY):

Date

Date

December 04, 2023 9:37 AM
Board Secretary

Board of Directors Meeting - R2023-12-01 Engineering and Construction Update

KEY CAPITAL PROJECTS

No.	Contract Number	Project Description	Vendor	Scope	Original Contract Amt. (\$)	Approved Change Orders To Date	Total Contract as Amended	Payments to Date	Work Remaining To Invoice	Proposed Change Orders (PCO's)	Remarks
1	MC-1611A	Pile Cap & Beam Rehab TMT	Underwater Mechanix, Inc	Facilities Wide Underwater Pile Cleaning	\$877,182	\$0	\$877,182	\$126,792	\$750,390	\$0	UMX was awarded the contract to clean piles at TMT Berth 6. NTP issued as of April, 17, 2023. UMX has continued cleaning piles at TMT Berth 6.
	AE-1780		JACOBS Engineering Group	Engineering Inspection & Design Services Pile Jacket Repairs Berth 5	\$143,950	\$68,083	\$212,033	\$159,058	\$52,975	\$0	JACOBS has completed their design, project was advertised and bids have been received. Project has been awarded to Michels Construction Corp., with expected NTP during December, 2023.
			Last CO #02 05/24/23								
AE-1780A		JACOBS Engineering Group	Engineering Inspection & Design Services Pile Jacket Repairs Berth 6	\$146,954	\$0	\$146,954	\$0	\$146,954	\$0	JACOBS was awarded the inspection/design contract for TMT Berth 6 piles repairs. JACOBS performed their first inspection.	
2	AE-1588B	Rehabilitate Underdeck Concrete Phase 4	C&ES Construction & Engineering Services	Engineering & Inspection Services for Rehabilitate Underdeck Concrete Phase 4	\$52,440	\$0	\$52,440	\$30,531	\$21,909	\$0	C&ES continues inspection of underdeck concrete repairs (Phase 4 at TMT Berth 4 - 8).
	C-1588A		Southern Road & Bridge LLC	Rehabilitate Underdeck Concrete Phase 4	\$2,143,244	\$887,876	\$3,031,120	\$2,204,522	\$826,598	\$0	Southern Road & Bridge LLC was awarded the contract to make concrete spall repairs on the underside of the deck at TMT Berths 5-8. This is final phase of underdeck repairs for TMT. Southern Road & Bridge has continued underdeck and curb repairs works around vessel schedules.
					Last CO #03 05/25/23						
3	AE-1742	Bartram Island Cell C Expansion Design/Permitting	Taylor Engineering, Inc.	Bartram Island DMMA Cell C Concept Development Design & Permitting	\$854,134	\$891,339	\$1,745,473	\$1,519,650	\$225,823	\$0	Taylor Engineering is providing Services During Construction and making site visits to confirm compliance with contract documents.
	C-1795		Brance Diversified Inc.	DMMA Cell C Restoration & Capacity	\$7,775,000	\$1,314,605	\$9,089,605	\$6,782,491	\$2,307,115	\$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 continued raising the dike walls with suitable material from Cell C and Cell A. The Contractor has also continued drain pipes installation. New storage building has been installed.
					Last CO #02 9/18/2023						
4	AE-1772	Container Terminal Upgrades - SSA	AECOM Technical Services	Program Management & Inspection Svcs for C-1772 SSA Container Yard Improvements	\$3,215,597	\$250,070	\$3,465,667	\$1,517,271	\$1,948,396	\$0	Program management services, including field inspection, are being performed to manage the contractors work and progress.
						Last CO #01 05/10/22					

Board of Directors Meeting - R2023-12-01 Engineering and Construction Update

No.	Contract Number	Project Description	Vendor	Scope	Original Contract Amt. (\$)	Approved Change Orders To Date	Total Contract as Amended	Payments to Date	Work Remaining To Invoice	Proposed Change Orders (PCO's)	Remarks
	C-1772		Superior Construction Company Southeast, LLC	SSA JCT Container Yard Improvements	\$48,876,120	\$2,129,414 Last CO #10 10/09/23	\$51,005,534	\$34,253,083	\$16,752,451	\$0	NTP for Construction was issued on 1/10/22. Superior Construction continues making progress on Phases 5A and 6B. Phase 8 has been awarded and a Pre-construction meeting has been scheduled for 11/28/2023. An Administrative NTP is anticipated to be issued after the Pre-construction meeting.
5	AE-1830	Auto Processing Facility Development - SET	JE Dunn Construction	Terminal Development for SET - CM at Risk	\$700,000	\$73,275,590 Last CO #06 11/21/23	\$73,975,590	\$8,151,361	\$65,824,229	\$0	JE Dunn was awarded the CM at risk contract to construct the SET facility. GMP # 1 construction works (to include Early Sitework and Deep Foundations) have continued. GMP # 2 has been advertised, has being awarded, and construction is ongoing. GMP# 3A (Steel and Concrete) being awarded; GMP # 3B (Mechanical, Electrical, Plumbing) receiving final approvals to be awarded. GMP # 4 is currently being advertised.
6	AE-1806A	DPMT Shoreline Protection Design & Construction	Taylor Engineering	Engineering Services During Construction DPMT Shoreline Construction	\$106,764	\$0	\$106,764	\$75,476	\$31,288	\$0	Taylor Engineering is providing Services During Construction and making site visits to confirm compliance with contract documents.
	C-1806		Rush Marine LLC	DPMT Shoreline Protection	\$2,194,465	\$0	\$2,194,465	\$1,438,426	\$756,039	\$46,732	Rush Marine LLC was awarded the contract to build the shoreline protection at DPMT. Rush Marine has completed all major construction, and is currently working on the installation of new fencing/removal of temporary. Substantial Completion expected to be issued during December.
7	AE-1794	Intersection Improvements at William Mills/Dave Rawls	RS&H, Inc.	Engineering Design Services for BIMT Intersection Improvements	\$152,664	\$0	\$152,664	\$149,293	\$3,371	\$0	RS&H is providing Services During Construction and making site visits to confirm compliance with contract documents.
	C-1794		Pars Construction Svcs, LLC	BIMT Intersection Improvements Wm Mills & Dave Rawls	\$2,116,110	\$25,885 Last CO #01 09/25/2023	\$2,141,995	\$931,495	\$1,210,500	\$0	PARS Construction awarded the construction contract. PARS Construction has continued construction works for Phase 2 and started works for Phase 3 (installing drainage structures, pouring concrete for ditches and curbing, asphalt paving).

Financial Highlights: October 2023

REVENUES

October's Operating Revenue at \$5.562 million is ahead of plan by approximately \$358 thousand. This is a strong start to the fiscal year and continues the overall trend of outperformance seen in fiscal 2023. The auto, cruise, and military segments were the strongest contributors for the month, with bulk and container categories coming in slightly below budget. Despite higher interest rates, US auto sales have continued their upward mid-term trend of nearly 16 million units annualized. Total vehicle sales in the US are now approaching pre-pandemic levels after having bottomed out at approximately 9 million annual units in early 2020 according to the St. Louis Fed.

After finishing fiscal 2023 as our strongest positive contributor, Cruise revenues were again ahead of schedule. This favorable variance comes as the port welcomed its 3 millionth cruise passenger just after the month close.

Military revenues continue to exceed budget due primarily to "speed of war" readiness exercises and heightened global conflict, both of which create the need for military cargo operations.

Investment income, at \$373 thousand, continues ahead of plan as a result of high short-term interest rates. The favorable variance from our conservatively set budget is \$265 thousand for the month.

EXPENSES

Operating Expenses came in slightly below expectations, with savings of roughly \$30 thousand. As anticipated, Berth Maintenance Dredge expenses continued at a heightened pace, making up for earlier savings, making this the most challenging category for the month. Savings from vacant positions that are in the process of being filled and well-controlled services and supplies spending made up for the overage in berth maintenance dredging.

BOTTOM LINE

Considering the positive variances in both revenues and expenses, Income Before Depreciation at \$1.730 million, represents an \$825 thousand favorable variance for the month. This is a strong start to the new fiscal year.

BALANCE SHEET

We continue to report a stable balance sheet with strengthening cash balances. For the full year we finished with unrestricted cash of approximately \$21.6 million, an increase from last year's figure of \$17.35 million. This month saw that figure grow slightly to \$22.7 million thanks to positive performance for the month. The Restricted Cash accounts for capital projects showed a slight decrease from \$60.3 million to \$58.7 million in October as we periodically pay invoices from tenant construction funds. This figure will ebb and flow as two large tenant construction projects (SSA and Southeast Toyota) continue to progress.

CONCERNS: None at this time.

VITAL STATISTICS

OCTOBER FY24 - Cargo Performance

CARGO INDICATORS

	Current Month			VARIANCE		YEAR-TO- DATE			VARIANCE	
	Actual	Budget	Prior	Budget	Prior	Actual	Budget	Prior	Budget	Prior
Vessel Calls	129	130	135	-1%	-4%	129	130	135	-1%	-4%
Total Tons	894,064	825,465	1,012,041	8%	-12%	894,064	825,465	1,012,041	8%	-12%
Total Revenue	\$5,561,776	\$5,203,662	\$5,053,654	7%	10%	\$5,561,776	\$5,203,662	\$5,053,654	7%	10%

OPERATING REVENUE / STATISTICS

	Current Month			VARIANCE		YEAR-TO- DATE			VARIANCE	
	Actual	Budget	Prior	Budget	Prior	Actual	Budget	Prior	Budget	Prior
Container Revenue	\$2,495,540	\$2,551,772	\$2,291,237	-2%	9%	\$2,495,540	\$2,551,772	\$2,291,237	-2%	9%
Container TEU's	113,517	113,643	121,282	0%	-6%	113,517	113,643	121,282	0%	-6%
ICTF Rail Lifts	1,381	1,500	2,256	-8%	-39%	1,381	1,500	2,256	-8%	-39%
Auto Revenue	\$1,366,210	\$1,129,557	\$1,257,405	21%	9%	\$1,366,210	\$1,129,557	\$1,257,405	21%	9%
Auto Units	47,234	40,814	52,347	16%	-10%	47,234	40,814	52,347	16%	-10%
Military Revenue	\$127,321	\$58,333	\$53,474	118%	138%	\$127,321	\$58,333	\$53,474	118%	138%
Breakbulk Revenue	\$366,330	\$439,986	\$317,000	-17%	16%	\$366,330	\$439,986	\$317,000	-17%	16%
Breakbulk Tons	49,341	79,429	98,193	-38%	-50%	49,341	79,429	98,193	-38%	-50%
Liquid Bulk Revenue	\$106,257	\$130,822	\$116,941	-19%	-9%	\$106,257	\$130,822	\$116,941	-19%	-9%
Liquid Bulk Tons	24,109	33,766	32,749	-29%	-26%	24,109	33,766	32,749	-29%	-26%
Dry Bulk Revenue	\$206,956	\$178,233	\$218,148	16%	-5%	\$206,956	\$178,233	\$218,148	16%	-5%
Dry Bulk Tons	181,224	97,293	158,282	86%	14%	181,224	97,293	158,282	86%	14%
Cruise Revenue	\$560,518	\$457,333	\$416,934	23%	34%	\$560,518	\$457,333	\$416,934	23%	34%
Cruise Passengers	17,848	10,665	16,312	67%	9%	17,848	10,665	16,312	67%	9%
Total Cargo Revenue	\$5,229,131	\$4,946,036	\$4,671,139	6%	12%	\$5,229,131	\$4,946,036	\$4,671,139	6%	12%
Other Revenue	\$332,645	\$257,626	\$382,515	29%	-13%	\$332,645	\$257,626	\$382,515	29%	-13%

Jacksonville Port Authority
Comparative Income Statement (Unaudited)
For the 1 month ending 10/31/2023

	Current Month Actual	Current Month Budget	Budget Variance	Prior Year Month Actual	Current YTD Actual	Current YTD Budget	Budget Variance	Prior Year YTD Actual
OPERATING REVENUES								
CONTAINERS	2,495,540	2,551,772	(56,232)	2,291,237	2,495,540	2,551,772	(56,232)	2,291,237
AUTOS	1,366,210	1,129,557	236,653	1,257,405	1,366,210	1,129,557	236,653	1,257,405
MILITARY	127,321	58,333	68,988	53,474	127,321	58,333	68,988	53,474
BREAK BULK	366,330	439,986	(73,656)	317,000	366,330	439,986	(73,656)	317,000
LIQUID BULK	106,257	130,822	(24,565)	116,941	106,257	130,822	(24,565)	116,941
DRY BULK	206,956	178,233	28,723	218,148	206,956	178,233	28,723	218,148
CRUISE	560,518	457,333	103,185	416,934	560,518	457,333	103,185	416,934
OTHER OPERATING REVENUE	332,645	257,626	75,020	382,515	332,645	257,626	75,020	382,515
TOTAL OPERATING REVENUES	5,561,776	5,203,662	358,115	5,053,654	5,561,776	5,203,662	358,115	5,053,654
OPERATING EXPENSES								
SALARIES & BENEFITS	1,891,298	1,990,606	(99,308)	1,670,582	1,891,298	1,990,606	(99,308)	1,670,582
SERVICES & SUPPLIES	457,001	570,519	(113,518)	512,879	457,001	570,519	(113,518)	512,879
SECURITY SERVICES	408,115	475,917	(67,802)	347,970	408,115	475,917	(67,802)	347,970
BUSINESS TRAVEL AND TRAINING	59,351	56,936	2,415	34,672	59,351	56,936	2,415	34,672
PROMO,ADV,DUES & MEMBERSHIPS	42,508	64,527	(22,019)	53,528	42,508	64,527	(22,019)	53,528
UTILITY SERVICES	58,488	69,227	(10,739)	68,712	58,488	69,227	(10,739)	68,712
REPAIRS & MAINTENANCE	299,826	212,731	87,095	196,802	299,826	212,731	87,095	196,802
CRANE MAINTENANCE PASS THRU	(81,586)	(82,500)	914	(59,748)	(81,586)	(82,500)	914	(59,748)
BERTH MAINTENANCE DREDGING	652,566	458,345	194,221	1,100,956	652,566	458,345	194,221	1,100,956
MISCELLANEOUS	13,663	14,718	(1,055)	1,856	13,663	14,718	(1,055)	1,856
TOTAL OPERATING EXPENSES	3,801,230	3,831,026	(29,796)	3,928,209	3,801,230	3,831,026	(29,796)	3,928,209
OPERATING INC BEFORE DS AND DEPR	1,760,546	1,372,636	387,911	1,125,445	1,760,546	1,372,636	387,911	1,125,445
NON OPERATING INCOME								
INVESTMENT INCOME	372,727	108,033	264,694	97,323	372,727	108,033	264,694	97,323
SHARED REVENUE FROM CITY	820,690	838,037	(17,347)	795,047	820,690	838,037	(17,347)	795,047
TOTAL NON OPERATING ITEMS	1,193,417	946,070	247,347	892,370	1,193,417	946,070	247,347	892,370
NON OPERATING EXPENSE								
DEBT SERVICE	1,219,201	1,413,566	(194,365)	1,147,026	1,219,201	1,413,566	(194,365)	1,147,026
CRANE RELOCATION	-	-	-	57,000	-	-	-	57,000
OTHER NON OP EXPENSE	4,552	428	4,124	(455)	4,552	428	4,124	(455)
TOTAL NON OPERATING EXPENSE	1,223,753	1,413,994	(190,241)	1,203,571	1,223,753	1,413,994	(190,241)	1,203,571
INCOME BEFORE DEPRECIATION	1,730,210	904,712	825,498	814,244	1,730,210	904,712	825,498	814,244

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

	October 31, 2023	September 30, 2023
Current Assets		
Cash & cash equivalents	22,710	21,608
Restricted cash & cash equivalents	10,014	8,762
Accounts receivable, net	7,764	7,694
Notes and other receivables	214	181
Grants receivable	7,497	9,104
Inventories and other assets	2,565	2,432
Total Current Assets	50,764	49,781
Noncurrent Assets		
Restricted cash & cash equivalents	16,555	16,586
Restricted Cash for Cap Projects	58,740	60,282
Deferred outflow of resources	9,681	9,711
Capital Assets, net	832,806	831,734
Total Noncurrent Assets	917,782	918,313
Total Assets	968,546	968,094
Current liabilities		
Accounts payable	1,465	2,729
Construction accounts payable	4,100	10,030
Accrued expenses	762	808
Accrued interest payable	2,952	2,563
Retainage payable	2,218	2,218
Bonds and Notes Payable	8,668	8,668
Total Current Liabilities	20,165	27,016
Noncurrent liabilities		
Unearned Revenue	14,592	14,592
Accrued Expenses	2,748	2,387
Line of credit	2,920	2,920
Bonds and notes payable	197,178	197,210
Other Obligations	6,122	6,122
Net Pension Liability	16,545	16,545
Deferred inflows - Pension	1,357	1,357
Total Non Current Liabilities	241,462	241,133
Total Liabilities	261,627	268,149
Net Position	706,919	699,945

COMMERCIAL HIGHLIGHTS

JAXPORT BOARD MEETING
DECEMBER 2023



COMMERCIAL HIGHLIGHTS

FIRST MONTH FY 2023-24 UPDATE

80-88%
Annual
Revenue

- Vehicle Cargo
- Breakbulk (and Bulk) Cargo
- Container Cargo

NEW BUSINESS EXAMPLES



COMMERCIAL HIGHLIGHTS

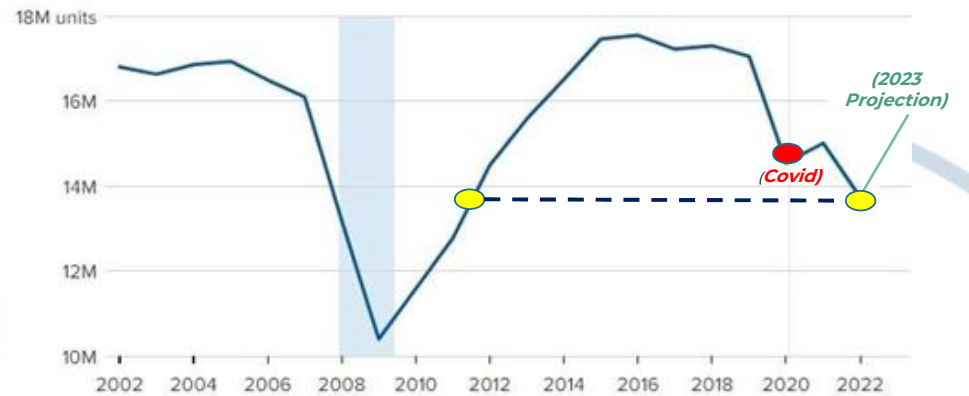
Vehicle Cargo

- First month above budget
- Industry: slow post-Pandemic recovery

- **Breakbulk & Bulk Cargo**

- Volumes often fluctuate month-to-month
- Strong long-term growth potential

Annual sales volumes for U.S. autos (Source: CNBC)



CONTAINER CARGO: NORTH AMERICA IMPORTS (VS. 2022)

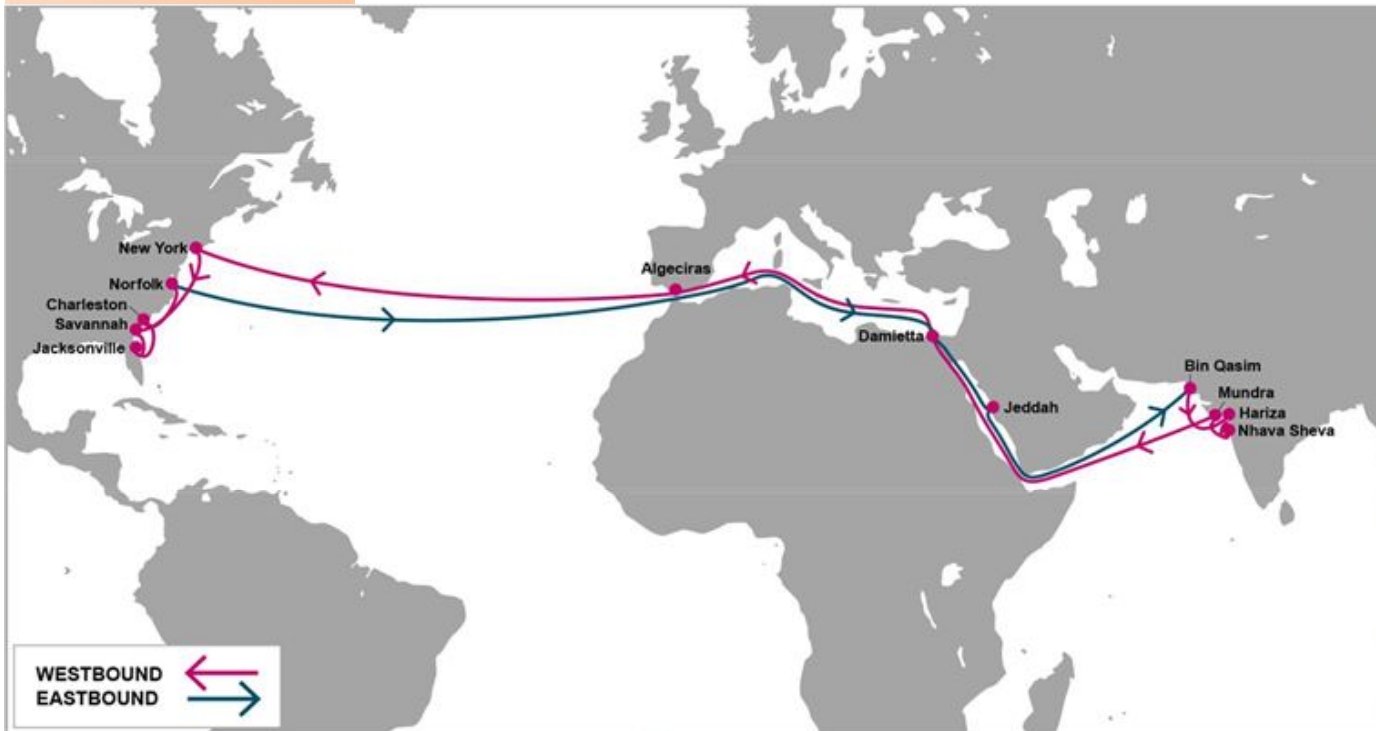
PORT		Thru SEPT. 2023 YTD
West Coast	LALB	↓ -19.5%
	Oakland	↓ -20.6%
	Seaport Alliance	↓ -19.1%
	Vancouver	↓ -19.2%
	Prince Rupert	↓ -31.3%
Coast Total		↓ -19.9%
East Coast	Montreal	↓ -16.9%
	NYNJ	↓ -21.5%
	Virginia	↓ -15.4%
	Charleston	↓ -15.2%
	Savannah	↓ -18.9%
	Jacksonville	↗ 1.2%
	Port Everglades	↓ -17.5%
	Miami	↘ -4.7%
Coast Total		↓ -17.8%
Gulf	Houston	↘ -7.7%
GPT Total		↓ -18.2%

(JAXPORT FY TEUs = +1% YOY)

Source: Hackett Associates, Global Port Tracker North America, November 2023

NEW DIRECT CONTAINER SERVICE: INDIA/MED

Effective May 2024



HIGHLIGHTS

- **Ocean Network Express (ONE)**
- **West India North America (WIN)**
- **Weekly service for India and Med:**
 - Bin Qasim, PAK
 - Hazira, IND
 - Nhava Sheva, IND
 - Mundra, IND
 - Damietta, EGY
 - Algeciras, SPA
 - Jeddah, SAU



NEW BUSINESS EXAMPLES

NEW BUSINESS	CARGO TYPE	COMMODITY	PROJECTED NEW BUSINESS
O.N.E. INDIA-MED	Containers	Misc. cargo	5,000+ TEUs (FY 2024) 20,000+ TEUs/annually
FRIDA	Containers	Baby products	1,300 TEUs/year
AD HOC VESSEL CALL	Containers	Misc. goods	400 TEUs
PROJECT MOUNT	Breakbulk	Wood pulp	25,000 metric tons/year

COMMERCIAL HIGHLIGHTS

*JAXPORT BOARD MEETING
DECEMBER 2023*



Public Safety Report

December 2023

I. JAXPORT Employee Safety

a. Reportable Incidents

As of Wednesday, November 22, 2023, there have been 4 employee incidents that require reporting per the OSHA Form 300. Of these incidents, only 1 resulted in restricted work greater than 1 day and 0 days away from work. This compares to Calendar Year 2022 where we have 8 employee incidents requiring reporting, with a total of 36 days away from work.

The incidents for Calendar Year 2023 include three muscular strains and one burn.

b. Training

The November Safety Training was Personal and Workplace Hygiene. Employees were provided information on the importance of good personal hygiene practices, like washing hands and cleaning areas where employees come in direct contact with working surfaces. The December Safety Training will be on Workplace Fatigue.

II. JAXPORT Terminal Safety

a. Year-To-Date

As of Wednesday, November 22, 2023, there have been 43 security violations issued. This equates to 142 points. The majority of violations are related to speeding. 6 of the violations have been dismissed, but a majority of the violations resulted in a minimum of 3 days suspension of terminal access.

<u>Type</u>	<u>Number</u>
Level 1	27
Level 2	6
Level 3	6
Level 4	4

b. November Statistics

There have been 3 security violations in November. Each violation was a Level 1 for speeding more than 16 mph over the speed limit. The violators were non-JAXPORT individuals and first-time offenders. These violations are still being processed.



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

AWARDS COMMITTEE ZOOM MEETING MINUTES
November 17, 2023

Awards Committee Attending

Mr. Robert Peek - Chair
Ms. Chelsea - Vice Chair
Ms. Beth McCague
Mr. Patrick "Joey" Greive

Mr. Bradley Burch
Mr. Brian Simmons
Ms. Retta Rogers, Recording Secretary

Other Attendees

James Bennett
Jose Vazquez
Kelsey Cox
James "Tripper" Jones
Michael Johnson

Brandon Braziel
Sandra Platt
Reed Thompson, Desk Works

Robert Peek called the meeting to order at 2:30 PM

Item No. 1

AC2023-11-01

Purchase of Two (2) STS Diesel-Electric Container Handling Cranes

JPA Project No.: C2024.01

JPA Contract No.: EQ-1915

Liebherr-America, Inc. dba Liebherr USA, Co., Maritime Cranes

\$30,186,404

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

Item No. 2

AC2023-11-02

Breasting Dolphins – Berth 22 Dolphin Additions

JPA Project No.: B2020.02

JPA Contract No.: C-1790R

TIC "The Industrial Company"

\$5,119,395

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

Item No. 3

AC2023-11-03

Design Build Criteria and Conceptual Design for Fire Station 48 at BIMT

JPA Project No.: B2024.01

JPA Contract No.: AE-1935

Jacobs Engineering Group, Inc.

\$180,884

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

Item No. 4

Milling and Asphalt Maintenance & Repair Services – Renewal with Escalation

JPA Project No.: Various

JPA Contract No.: 20-08

Pars Construction Services, LLC

\$700,000 (Annual Estimate)

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

Item No. 5

AC2023-11-05

Chain Link Fence I/M/R – Renewal with Escalation

JPA Project No.: Various

JPA Contract No.: 20-09

Country Boy Fence, Co.

\$132,814 (Annual Estimate)

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

The meeting was adjourned at 3:15 PM.

(Item 1 and 2 Requires Board Approval)



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

AWARDS COMMITTEE ZOOM MEETING MINUTES
December 4, 2023

Awards Committee Attending

Ms. Chelsea Kavanagh – Vice Chair
Ms. Beth McCague
Mr. Patrick “Joey” Greive

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

Other Attendees

James Bennett
Ellen Carmosino

Brandon Blanton
Mike McClung

Robert Peek called the meeting to order at 7:45 AM

Item No. 1

AC2023-12-01

TMT Hanjung Crane 8844 Refurbishment

JPA Project No.: T2022.06

JPA Contract No.: EQ-1907A

Global Rigging & Transport

\$1,828,895.00

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

Item No. 2

AC2023-12-02

Continuation Project Order for SET – Additional Contingency Approval as Needed

JPA Project No.: B2022.11

JPA Contract No.: AE-1830 CO#8

JE Dunn Construction Company

\$2,105,895.00

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

Item No. 3

AC2023-12-03

Furnish & Install Smart Tint Switchable Film at PCOB

JPA Project No.: G2023.08

JPA Contract No.: MC-1899V CO#2

Lee & Cates Glass

\$29,850.00

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

The meeting was adjourned at 8:00 AM.

(Item 1 & 2 Requires Board Approval)