

# Board of Directors Meeting

May 22, 2023 09:00 AM



## Agenda Topic

## Presenter

### Agenda

- |       |  |                          |
|-------|--|--------------------------|
| I.    | Pledge of Allegiance/Moment of Silence   | Jamie Shelton            |
| II.   | <a href="#">Approval of Minutes - Board of Directors Meeting - March 27, 2023</a>  | Chair Palmer<br>Clarkson |
| III.  | Public Comments  |                          |
| IV.   | Milestone:<br>Bradley Burch - 10 Years (Cyber Security Administrator)  | Linda Williams           |
| V.    | New Business   |                          |
|       | <a href="#">BD2023-05-01 Jacksonville Port Authority Participation in City of Jacksonville Independent Agency Property Insurance Program</a>   | Nick Primrose            |
|       | <a href="#">BD2023-05-02 Moran Towing Corporation - Facilities Lease Agreement</a>   | Linda Williams           |
|       | <a href="#">AC2023-05-01 Rehabilitate Underdeck Concrete - Phase 4</a><br>Southern Road & Bridge, LLC  | James Bennett            |
|       | <a href="#">AC2023-05-02 Terminal Development for SET - CM at Risk - Early Sitework &amp; Deep Foundations</a><br>JE Dunn Construction Company | James Bennett            |
| VI.   | CEO Update   | Eric Green               |
| VII.  | Reports  |                          |
|       | <a href="#">R2023-05-01 Safety &amp; Training Update</a>   | Nick Primrose            |
|       | <a href="#">R2023-05-02 Engineering and Construction Update</a>  | James Bennett            |
|       | <a href="#">R2023-05-03 Financial Highlights by Beth McCague</a>   | Info Only                |
|       | <a href="#">R2023-05-04 Financials/Vital Statistics</a>  | Mike McClung             |
|       | <a href="#">R2023-05-05 Commercial Highlights</a>  | Robert Peek              |
| VIII. | Other Business   |                          |

Approval of Travel

Chair Palmer  
Clarkson

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

IX. [Miscellaneous](#)

- A. Awards Committee Meeting Minutes - May 9, 2023
- B. Emergency Purchases - None
- C. Unbudgeted Transactions - None

X. Adjourn

Chair Palmer  
Clarkson

The next JAXPORT Board of Directors meeting will be held on  
Monday, June 26, 2023 @9:00AM



## Minutes for Board of Directors Meeting

03/27/2023 | 09:00 AM - 09:46 AM - Eastern Time (US and Canada)

2831 Talleyrand Avenue, Jacksonville, FL 32206

Board Members Attending:

Mr. Daniel Bean, Vice Chair  
Ms. Wendy Hamilton, Treasurer/Secretary  
Mr. Jamie Shelton, Member  
Mr. Ed Fleming, Member

Absent: Mr. Palmer Clarkson, Chair

Other Attendees:

Mr. Eric Green, Chief Executive Officer  
Ms. Beth McCague, Chief Financial Officer/Chief of Staff  
Mr. Nick Primrose, Chief, Regulatory Compliance  
Mr. James Bennett, Chief Operating Officer  
Mr. Mike McClung, Director of Finance  
Mr. Ron Salem, City Council Liaison  
Mr. Reece Wilson, Office of General Counsel  
Ms. Soo Gilvarry, Incoming Board Member  
Ms. Rebecca Dicks, Board Liaison

A meeting of the Jacksonville Port Authority Board of Directors was held on Monday, March 27, 2023 at the Port Central Office Building, 2831 Talleyrand Avenue, Jacksonville, Florida. Vice Chairman Daniel Bean called the meeting to order at 9:00AM and welcomed all attendees. Board Member Wendy Hamilton led the audience in a moment of silence and the Pledge of Allegiance.

Vice Chairman Bean informed the Board that he was filling in for Chairman Clarkson who was unable to attend the meeting due to travel delays. Vice Chairman Bean then introduced and welcomed nominated incoming Board Member Soo Gilvarry who attended this meeting as a guest since she is still going through City Council confirmation process.

Vice Chairman Bean also advised the Board members and audience that there would be a signing ceremony with the Island of Aruba immediately following this Board meeting. He also welcomed and acknowledged several guests who were in attendance for this special event such as the State of Florida Chief Financial Officer Jimmy Patronis, the Prime Minister of

Aruba – Mrs. Evelyn Wever Croes, along with other members of the Aruba Delegation, representatives from Eagle LNG, and JAXUSA Partnership.

### **Approval of Minutes - Board of Directors Meeting - February 27, 2023**

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

### **Public Comments**

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

### **New Business**

#### **BD2023-03-01 2022 Report on Compliance Audit**

Ms. Beth McCague presented this submission for Board approval to accept the final report of Compliance Audit prepared by RSM US, LLP.

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

#### **BD2023-03-02 Sovereignty Submerged Land Lease Modification**

Mr. James Bennett presented this submission for Board approval of modifying the sovereign submerged land lease agreement No. 160529609 (SSLL) between JAXPORT and the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. Due to modifications to Berth 22 to add additional breasting and mooring dolphins, the current lease must be modified to account for the placement of the additional structures to support larger vessel placement at the berth. There is no cost to JAXPORT for lease Renewal and Modification. The State will finalize the renewal upon acceptance.

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

#### **BD2023-03-03 JAXPORT/JEA Interlocal Agreement**

Mr. Nick Primrose presented this submission for Board approval of the Interlocal Agreement between the Jacksonville Port Authority and the Jacksonville Electric Authority to support the raising of the Fulton Cut Crossing Electric Transmission lines.

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

## **CEO Update**

Mr. Green informed the Board that JAXPORT has secured another new European container service from the world's largest ocean carrier, Mediterranean Shipping Company (MSC). The service is called "ScanBaltic to USA" and it is JAXPORT's only direct container service with Scandinavia. The ships will arrive in Jacksonville every two weeks beginning in late April. MSC now offers 5 container services through JAXPORT, and they are the port's largest container customer by the number of ocean carrier services offered through our port. This marks the 5<sup>th</sup> new container service added at JAXPORT in the last 24 months.

Mr. Green then welcomed representatives from the U.S. Army Corp of Engineers Jacksonville District – Howie Gonzales, Deputy District Engineer for Programs and Project Management; Milan Mora, Chief, Water Resources Branch; and Jason Harrah, Sr. Project Manager.

Mr. Green informed the Board that they were here today to share some special news about the harbor deepening project. Since the project was completed in May 2022 ahead of schedule and under budget, JAXPORT anticipated this would result in a refund. He then introduced Mr. Jason Harrah to discuss the specifics.

Mr. Harrah shared with the Board that the Jacksonville District had the distinct pleasure of announcing that the interim cost share balancing at this stage of the Jacksonville Harbor deepening project made it possible to return a check in the amount of \$35 million dollars of excess non-federal funding to JAXPORT. He stated that the return of these excess funds is the result of the Corps of Engineers successfully navigating advantageous bigger competition for each of the three contracts of the project.

Mr. Harrah stated that the Corp takes pride in returning these substantial savings to JAXPORT. He stated that in a project of this size, the fiscal closeout, including the Project's total cost, does take some time to complete, and he expects to have the final fiscal accounting completed by the beginning of next year. He stated that if there are remaining savings after that fiscal closeout that they will be back.

CEO Eric Green and Vice Chairman Daniel Bean then joined Mr. Gonzalez, Mr. Moran and Mr. Harrah for a check presentation. Mr. Green said the refund is about being good stewards

of public dollars by working to keep costs down and completing the project as efficiently as possible. This refund is a direct result of those efforts.

Vice Chairman Daniel Bean stated that he appreciated the magnitude of the project and he couldn't think of another large project that has come in under budget. He stated that the JAXPORT team is working hard to determine the distribution amounts for each funding partner and that will be announced in the near future. Mr. Bean stated the ability to provide a substantial refund to the port's partners at the state and city level is a significant milestone that needs to be commended.

Mr. Green continued with his CEO update by introducing the guests who traveled from Tallahassee and the Island of Aruba to be at the Board meeting today. First, he introduced State of Florida Chief Financial Officer Jimmy Patronis and then he introduced several special guests from Aruba which included Prime Minister Evelyn Wever-Croes, Minister of Tourism and Public Health Dangui Oduber and Ministry of Tourism and Public Health Sr. Legal Advisor Andin Bikker. He also introduced the port's partners from Eagle LNG - President Sean Lalani and Vice President of Business Development Filipe Pinto.

Mr. Green stated that all of these guests were joining us today to participate in a signing ceremony between JAXPORT and Aruba. This MOU will affirm the ongoing efforts by JAXPORT and Aruba to mutually promote business and tourism opportunities between the two regions, share best practices on port operations and environmental sustainability, and explore the potential for trade and business development.

As Mr. Green previously mentioned to the Board following his business trip to Aruba in January, the International Monetary Fund found that Aruba was one of the countries hardest hit by the economic impacts of the pandemic due to of the shutdown of tourism to the island. The Aruban government is working to strengthen its economy through business diversification. Mr. Green stated that JAXPORT certainly wants to help with those efforts and that strong business diversification is something the State of Florida and JAXPORT have both found success in. Through this partnership, everyone can work together to mutually benefit both communities. He stated that CFO Patronis was the driving force behind this agreement, and then introduced CFO Patronis to discuss the growth opportunities in this trade lane.

State of Florida Chief Financial Officer Jimmy Patronis stated that he was honored to have been part of this historic event to strengthen the trade relationship between the State of Florida and Aruba. He stated that our ports sustain Florida's exponential growth and the trade

agreement to be signed today is a clear example of how we are keeping Florida's fiscal health fixed on the future. CFO Patronis then introduced Prime Minister Evelyn Wever-Croes.

Prime Minister Evelyn Wever-Croes stated that it was an honor for her and her colleagues to be here today to sign this memorandum of understanding between Aruba and JAXPORT. She stated that Aruba is in recuperation after the pandemic and that not only does Aruba want to bounce back, but it also wants to bounce forward to become stronger and more resilient. The Prime Minister stated that this MOU is a cornerstone of economic growth for Aruba.

Mr. Green then introduced Sean Lalani, President of Eagle LNG who discussed LNG's new long-term agreement to export cleaner, greener, liquefied natural gas from Jacksonville to Aruba. Mr. Lalani stated that LNG's agreement with the electric utility of Aruba marks a key step forward for clean power generation helping transition Aruba from expensive and dirty fuels, creating substantial investment and new energy transition job opportunities in both Florida and Aruba. He stated that Aruba and JAXPORT's support for these projects opens the way for new opportunities and economic pillars.

Mr. Green concluded his CEO update by stating that the Aruba delegation will tour JAXPORT after today's signing ceremony. He stated that the port will host a roundtable discussion with some of its customers, as well as business and tourism development experts, to explore opportunities for growing connections between Aruba and JAXPORT on Tuesday, March 28, 2023.

Vice Chairman Bean asked CFO Patronis, Prime Minister Wever-Croes, the full Aruba Delegation, and Sean Lalani of LNG to join him and CEO Eric Green for presentation of a gift symbolizing this new partnership.

Vice Chairman Bean then thanked everyone who traveled here to be with us today. He stated that this is a very important partnership and that he looked forward to the MOU signing at the conclusion of the board meeting.

## **Reports**

### **R2023-03-01 Engineering and Construction Update by James Bennett**

Mr. James Bennett provided an overview of the key capital and engineering projects to the Board in their books as info only.

**R2023-03-02 Financial Highlights by Beth McCague**

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

**R2023-03-03 Financials/Vital Statistics**

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

**R2023-03-04 Commercial Highlights by Robert Peek**

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

**Other Business**

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

There were no emergency purchases or unbudgeted transactions.

There being no further business of the Board, the meeting adjourned at 9:46AM. Vice Chairman Bean invited everyone to stay for the signing ceremony between JAXPORT and Aruba.



**BD2023-05-01**



## **SUBMISSION FOR BOARD APPROVAL**

**SUBJECT: Jacksonville Port Authority Participation in City of Jacksonville Independent Agency Property Insurance Program**

**COST: \$ 914,170.54**

**BUDGETED: \$ 705,000.00**

**SOURCE OF FUNDS: Operating Budget**

### **BACKGROUND:**

The City of Jacksonville ("COJ") manages a comprehensive insurance program (the "Program") which includes allowing JAXPORT participation for coverage of JAXPORT property. This program takes advantage of economies of scale, reducing the total insurance expense for participants of the program. JAXPORT has participated in the Program every year since 1978.

The Program premium expense is calculated based on percentage of total insured value ("TIV"). JAXPORT current insured value is \$352,151,006, which comprises 8.13% of TIV for the Program. Accordingly, JAXPORT's current premium expense is 8.13% of the total premium for the Program, or \$914,170.54. This amount exceeds the current budgeted amount of \$705,000 and is a 42.78% increase over prior year insurance expense. JAXPORT staff periodically compares the cost of participation in the Program to the cost of purchasing commercially available insurance. Participation in the Program represents a significant cost savings for JAXPORT.

### **ACTION REQUESTED:**

JAXPORT management requests the Board approve JAXPORT's continued participation in the Program for the budget year beginning October 1, 2023 and thereafter, and to reimburse COJ for JAXPORT's allocation of the 2023-2024 premium expense in the amount of \$914,170.54. Further, JAXPORT requests delegation of authority to the CEO to authorize future Program annual premiums payments, including those exceeding \$500,000, so long as those Program premium amounts are included in the annual budget approved for that year.

**BD2023-05-01**



## SUBMISSION FOR BOARD APPROVAL

**RECOMMENDED FOR APPROVAL:**

Nicholas Primrose  
Chief of Regulatory Compliance

Signature: Nicholas Primrose  
Nicholas Primrose (May 9, 2023 08:03 EDT)

Email: nicholas.primrose@jaxport.com

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

**SUBMITTED FOR APPROVAL:**

Eric Green, CEO

Signature: Eric B. Green  
Eric B. Green (May 9, 2023 08:05 EDT)

Email: eric.green@jaxport.com

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

**BOARD APPROVAL:**

Meeting Date: May 22, 2023

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

**ATTEST:**

\_\_\_\_\_  
Daniel K. Bean, Vice Chairman on behalf  
of Wendy O. Hamilton, Treasurer/Secretary

\_\_\_\_\_  
J. Palmer Clarkson, Chairman



## SUBMISSION FOR BOARD APPROVAL

**SUBJECT: Moran Towing Corporation - Facilities Lease Agreement**

COST: NA

BUDGETED: NA

### **BACKGROUND:**

Moran Towing Corporation ("Moran") began operations in the Jacksonville area in 1976 and became a tenant with JAXPORT in 2004. Moran's current agreement is expiring.

Moran provides harbor-towing services to marine industries throughout the Port of Jacksonville. Moran is a hub for a number of other coastal operations, including coastwise offshore towage; inland double hull oil barge transportation; line boat and line handling services.

Moran's ship docking services are the core business of its port operations. Its tugs provide docking and undocking assistance to all types of commercial and military vessels.

### **JUSTIFICATION:**

This Agreement will offer Moran operational stability by providing it with a long-term fixed location. Moran's location on the Dames Point Marine Terminal provides operational advantages due to the proximity of that location to the needs of its clients. The defined area is located on a portion of the terminal that limits usage from any other type of vessel operations except for the intended purpose of normal tug operations.

### **PROVISIONS OF THE AGREEMENT:**

**Term:** 10 years with one (1) ten (10) year renewal option

**Lease:** 2 acres, \$30,000 annually

**BD2023-05-02**



**Adjustment of Premises Rental Fees:** Fees shall be adjusted in accordance with the annual percentage increase of the CPI with a four percent (4%) cap.

**RECOMMENDATION:**

It is recommended that the Board approve the Facilities Lease Agreement with Moran Towing Corporation as presented in this submission and authorize the Executive Director or his designee to execute this Agreement for and on behalf of the Jacksonville Port Authority.

**ATTACHMENTS:**

Facilities Lease Agreement

**BD2023-05-02**



**RECOMMENDED FOR APPROVAL:**

Linda Williams  
Chief Administrative Officer

**Signature:** Linda Williams  
Linda Williams (May 10, 2023 13:44 EDT)

**Email:** linda.williams@jaxport.com

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

**SUBMITTED FOR APPROVAL:**

Eric Green  
Chief Executive Officer

**Signature:** Eric B. Green  
Eric B. Green (May 10, 2023 14:27 EDT)

**Email:** eric.green@jaxport.com

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

**BOARD APPROVAL:**

Meeting Date: 5/22/2023

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

**ATTEST:**

\_\_\_\_\_  
Daniel K. Bean, Vice Chair on behalf of  
Wendy O. Hamilton, Secretary

\_\_\_\_\_  
J. Palmer Clarkson, Chairman

**Facilities Lease Agreement**

**by and between**

**Jacksonville Port Authority**

**and**

**Moran Towing Corporation**

**Facilities Lease Agreement**

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## FACILITIES LEASE AGREEMENT

**THIS FACILITIES LEASE AGREEMENT** (this “Agreement”) is made and entered into as of this 1<sup>st</sup> day of January, 2024 (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 **MORAN TOWING CORPORATION**, a company authorized to do business in the State of Florida, (the “Lessee”).

### WITNESSETH:

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

**WHEREAS**, pursuant to a Facilities Lease Agreement dated May 1, 2004, the Lessee leases the Premises and conducts business operations thereon; and

**WHEREAS**, the Lessee desires to continue its use and occupancy of its current Premises; and

**WHEREAS**, the Authority is willing to lease the Premises currently occupied by the Lessee to the Lessee subject to the terms and conditions contained herein.

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

### Article 1. DEFINITIONS

#### 1.1 Defined Terms.

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

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

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

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

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

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

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

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

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

“Berthing Area” means that portion of the Authority’s property containing the dock facilities where the tugs and other vessels of the Lessee will be docked.

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

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

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

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

“Equipment” means all installations, fixtures, personalty, and other equipment, including accessions thereto and replacements thereof located on or to be constructed on the Land in connection with the conduct of Lessee’s business.

“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 permitted under the Applicable Environmental Laws or as authorized by a then current and valid permit issued under the Applicable Environmental Laws.

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

"Initial Occupancy" means any time since the date Lessee or Lessee's Predecessor Company first took possession of the Premises.

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

"Lessee" has the meaning set forth in the Preamble.

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

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

"Premises" means that certain portion of the Authority's property consisting of the Land and Improvements thereon and the Berthing Area occupied by Lessee and its vessels.

"Terminal Facilities" means certain vessel berthing, cargo handling and storage facilities known as the Dames Point Marine Terminal located in the City and owned by the Authority.

## 1.2 **Rules of Construction.**

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

- (a) Words importing the singular number shall include the plural number and vice versa.
- (b) The table of contents, captions, and headings herein are for convenience of reference only and shall not constitute a part of this Agreement nor shall they affect its meaning, construction or effect.
- (c) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders, and words of the neuter gender shall be deemed and construed to include correlative words of the masculine and feminine genders.
- (d) All references in this Agreement to particular "Articles" or "Sections" are references to articles or sections of this Agreement, unless otherwise indicated.

**Article 2.  
GRANT OF PREMISES**

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

**Article 3.  
TERM OF AGREEMENT**

**3.1 Term.**

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

**3.2 Extension or Renewal.**

(a) The Authority and the Lessee agree that the initial Term of this Agreement may be extended for an additional period of ten (10) years if both the Authority and the Lessee mutually agree in writing to such ten (10) year extension before the expiration of the initial Term. Notice of the Lessee's election to extend this Agreement for the Renewal Term must be given to the Authority in writing at least sixty (60) days prior to the end of the then current Term. Notwithstanding anything to the contrary herein, The Lessee's decision to request a renewal option is not binding on the Authority, in its sole discretion, if the Lessee is then in an uncured Default. For an absence of doubt, if at the date on which Lessee desires to request a renewal option Lessee is in Default hereunder but there is an unexpired grace period with respect to curing said Default, the Authority may not exercise its discretion to reject the renewal unless and until the applicable grace period has expired without cure of said Default.

**3.3 Hold Over Period.**

In the event this Agreement is terminated or the Term expires, and the Lessee continues to remain in possession of or use or occupy the Premises, such continuation of possession or use shall not renew the Term but shall establish only a tenancy at sufferance between the parties hereto. Except as provided in this Section 3.3, the Lessee's use of the Premises during a tenancy at sufferance shall be governed by all of the provisions and conditions of this Agreement that were in effect immediately prior to termination or expiration. The Authority shall have the right at any time during such tenancy to invoke any remedy provided it under Florida law. The Authority specifically reserves the right to unilaterally amend the amount of all fees and charges stipulated in Article 6 and **Exhibit B** attached hereto at any time that a tenancy at sufferance is in effect. During such tenancy at sufferance, absent written notice from the Authority to the contrary, all applicable rental and other fees shall be charged at the greater of two hundred percent (200%) of the Authority's then current tariff rates or two hundred percent (200%) of all rental and other fees described herein.

**Article 4.  
USE OF PREMISES**

**4.1 Use.**

The Lessee is authorized to use and occupy the Premises (the "Permitted Use") for the purposes of (i) operating a business office, (ii) operating tugs and other marine equipment; (iii) the ordinary maintenance and repairs of its marine equipment; (iv) a tie-up location for its marine equipment; (v) the storage of supplies and

equipment and activities related thereto; and (vi) maintaining one (1) or more barges moored to the Premises for use as a dock for Lessee's tug boats or other marine equipment. Lessee shall comply, at Lessee's sole cost and expense, with all applicable governmental laws, rules and regulations in connection with Lessee's use and occupancy of the Premises. Lessee shall not make any unlawful use of the Premises or permit any unlawful use thereof; and Lessee shall not commit any act which is a significant nuisance or annoyance to the Authority or to other property owners or tenants, provided, however, that nothing herein shall be construed to limit Lessee's right to full use and occupancy of the Premises for the Permitted Use. Lessee shall be prohibited from using any portion of the Premises for any purpose not contemplated by this Agreement without having first obtained the Authority's written permission to do so. No rights granted to Lessee under this Agreement may be exercised in an area of the Terminal Facilities leased to another tenant except with the consent of such tenant and the Authority and then those rights may only be exercised subject to the obligations of that tenant under its Agreement with the Authority.

The Lessee shall be prohibited from using any portion of the Premises for any purpose not specified in this Agreement, except with the prior written consent of the Authority, which consent may be granted or withheld in the Authority's sole and absolute discretion. No rights granted to the Lessee under this Agreement may be exercised in an area of the Terminal Facilities 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 provided, however, that any such consents shall not be applicable to the provision of tug assist or other marine services by Lessee's vessels in or about the Terminal Facilities in the ordinary course of Lessee's business.

The Lessee agrees to continuously use the Premises during the Term for the Permitted Use specified in this Section 4.1, to the extent not inhibited by damage or destruction to the Premises, eminent domain or *force majeure* pursuant to Section 10.4, Section 22.12 and Section 22.14, respectively.

#### 4.2 **Representation.**

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

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

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

Subject to the terms and conditions of this Agreement, and the common use with other users of the port facilities, the Lessee, its employees, agents, invitees and contractors, and its or their suppliers of materials and/or services shall have unimpeded and unobstructed ingress to and egress from the Premises over roads, ways and areas ("Access Routes") now or hereafter provided by the Authority for that purpose. Absent emergency circumstances that preclude such ingress and egress, the Lessee shall have twenty-four (24) hours, seven (7) days per week use of the Access Routes for the purpose of accessing the Premises. No vehicle, piece of equipment or machinery shall be left in an inoperable condition or stored in the Access Routes by the Lessee or its agents, contractors, customers or suppliers. At any time the Authority may close, relocate, reconstruct or modify any or all means of access to the Premises, either temporarily or permanently; provided, that the Authority will use

commercially reasonable efforts to locate and provide a suitable alternative means of access to and from the Premises. The suitability of such alternative means of access shall be determined by the Authority in the exercise of its reasonable discretion.

5.2 **Common Use.**

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

**Article 6.  
FEES AND CHARGES**

6.1 **Premises Rental Fee.**

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

(a) **Payments:** The monthly installments of the annual Premises Rental Fee shall commence as of the Effective Date and shall be due and payable on the first business day of each calendar month in advance and without demand. Failure by the Lessee to pay the Authority the Premises Rental Fee when due each month, if not cured within the time period provided in Article 21 hereof, shall constitute an Event of Default as contemplated by Article 21 of this Agreement. As used herein, a "business day" is a day other than a Saturday or Sunday that banks are open for business in New York City.

(b) **Late Fee Assessments For Non-Payment of Premises Rental Fee:** A late fee assessment of one and one-half percent (1.5%) per month (assessed on a daily basis at the rate of .000493 per day) on the outstanding balance of the monthly Premises Rental Fee shall be imposed on payments not received by the Authority by the tenth day after the due date and Lessee shall thereafter be considered in default as set forth in Article 21. The imposition of a late fee or the Authority's acceptance of a late or partial payment of any installment(s) of the Premises Rental Fee and/or any late fee assessment(s) shall not prevent the Authority from exercising any other rights and remedies granted to it under this Agreement or by law.

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

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

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

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

6.2 **Delinquent Fees.**

Delinquent fees for nonpayment of fees and charges, other than for non-payment of the Premises Rental Fees or other fees provided for herein, shall be assessed and handled in accordance with the Authority's published tariff or its reissue.

6.3 **Payment of Fees.**

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

6.4 **Net Lease.**

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

**Article 7.**  
**UTILITIES AND OTHER SERVICES**

7.1 **Utility Charges.**

The Lessee 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.

7.2 **Utility Line Easements.**

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



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

**8.1 Payment of Taxes and Assessments.**

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

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

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

(a) The Lessee hereby agrees that it shall protect, indemnify, defend and hold the Authority harmless from and against any and all claims, actions, demands, losses, penalties, costs, causes of action, expenses, including reasonable attorneys' fees and expenses, liabilities, settlements, judgments and damages of whatsoever kind of nature, whether prosecuted by the Lessee or third parties, to the extent resulting from (i) any negligent act, action, or omission of the Lessee, including, but not limited to, personal injuries including death, property damage or any other loss arising out of incidental to or in any way connected to the Lessee's activities on or its use and occupation of the Premises or (ii) any act of the Lessee or any of its agents, contractors, or licensees, including any claim, action, demand, loss, penalty, cost, expense, liability, settlement, judgment, damage or injury resulting in the escape, discharge, dispersal, release, seepage, leakage or spillage onto or from the Premises of any Hazardous Substance used or handled by the Lessee in violation of any Applicable Environmental Law. Each party shall give to the other party notice of any claim made or suit instituted that, in any way, affects the other party or its insurers. The Lessee and/or its insurers shall have the right to compromise and defend the same to the extent of their own interest. Any final judgment rendered against the Authority for any cause for which the Lessee is liable under this Agreement shall be conclusive against the Lessee as to liability and amount. For purposes of this Article 9, the term "Authority," as it relates to parties for whose actions the Authority is responsible, shall include its governing board, officers, employees, agents, contractors, subcontractors, licensees, and assigns and the term "Lessee," as it relates to parties for whose actions the Lessee is responsible, shall include its subsidiaries, contractors, subcontractors, agents, employees, subtenants, licensees

and assigns. In any and all claims or demands against the Authority by any employee of the Lessee or any of the Lessee's contractors, subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may also be liable, the indemnification obligations under this Article 9 shall not be restricted or reduced by any limitation on the amount or type of the damages, compensation or benefits payable by or for the Lessee or any of the Lessee's subcontractors under Worker's Compensation Acts, Disability Acts or other employee benefits laws.

(b) If any claim, action or proceeding is made or brought against the Authority against which the Authority is indemnified pursuant to this Section 9.1 or any other provision of this Agreement, then, the Lessee, at its sole cost and expense, shall diligently resist or defend such claim, action or proceeding in the Authority's name and may compromise said claim with the consent of the Authority, not to be unreasonably withheld or delayed. The foregoing notwithstanding, the Authority may engage its own attorneys, at the sole cost and expense of the Lessee, to defend it or to assist in its defense.

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

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

## 9.2 Environmental Indemnification.

(a) The Lessee hereby agrees that it shall indemnify, defend and hold the Authority harmless against any and all claims, actions, injuries, demands, losses, liabilities, penalties, costs, expenses and damages incurred by the Authority to the extent arising as a result of the Lessee'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. In the event the joint acts or omissions of the Authority and the Lessee should give rise to any environmental claim, action, injury, demand, loss, liability, penalty, cost, expense or damage, the responsibility for such environmental liability shall be apportioned according to each party's pro rata share of the entire liability. For an absence of doubt, "entire liability" shall not include any legal fees incurred in connection with any such claim or loss. In determining the pro rata share of each party in the entire liability, their relative degrees of fault shall be the basis for allocation of liability. The principles of equity applicable to contribution generally shall apply. Each party shall give to the other party notice of any claim made or suit instituted that, in any way, affects the other party or its insurers. The Lessee or its insurers shall have the right to compromise and defend the same to the extent of their own interest. Any final judgment rendered against the Authority for any cause for which the Lessee is liable under this Agreement shall be conclusive against the Lessee as to liability and amount. For purposes of this Article 9, the term "Authority," as it relates to parties for whose actions the Authority is responsible, shall include its governing board, officers, employees, agents, contractors, subcontractors, licensees, and assigns and the term "Lessee," as it relates to parties for whose actions the Lessee is responsible, shall include its subsidiaries, contractors, subcontractors, agents, employees, subtenants, licensees and assigns.

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

**Article 10.**  
**INSURANCE**

**10.1 Procurement and Maintenance of Insurance.**

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

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

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

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

**10.2 Review and Adjustment of Insurance.**

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

**10.3 Authority’s Insurance.**

The Authority is a body politic and corporate chartered by the State of Florida, and as such, is subject to the provisions of Section 768.28, Florida Statutes. Accordingly, the Authority maintains a program of self-

insurance that will respond to any liability of the Authority arising under this Agreement. The Lessee understands that the Authority's self insurance coverage will not cover physical damage, theft or other loss of the cargo or property or equipment of the Lessee stored or used on the Premises except and only to the extent such loss or damage is caused by the negligence of the Authority. It is incumbent upon the Lessee to carry and maintain such types and amounts of insurance it deems necessary to fully protect its own cargo, property and equipment.

10.4 **Damage or Destruction.**

(a) If the Premises and/or Terminal Facilities are damaged as a result of fault or negligence of the Lessee or the Lessee's servants, employees, guests, invitees, agents, visitors, licensees, subsidiaries, contractors, subcontractors, subtenants or assigns, the Lessee shall pay all costs of repair necessary to restore the Premises to the condition existing before the damage occurred, and there shall be no abatement of Premises Rental Fees or other 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 except to the extent that any said damage is the result of the fault or negligence of the Authority, its employees, guests, invitees, agents, visitors, licensees, subsidiaries, contractors, subcontractors, subtenants or assigns.

(b) If the Premises, excluding those improvements owned by the Lessee, should be damaged or become unusable or otherwise inaccessible as a result of fire, flood, windstorm, action of the elements, or other cause not caused by the negligence of the Authority, the damage shall be repaired by the Lessee and the Premises Rental Fees payable by Lessee shall be apportioned according to the portion of the Premises, if any, that remains usable by the Lessee until the Premises is repaired to its condition immediately preceding the occurrence giving rise to the damage.

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

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

During the Term, any renewal term or holdover of this Agreement, the Authority reserves the right, on not less than ninety (90) days' advance written notice to Lessee, to require the Lessee to relocate all or a part of the Lessee's operations on the Premises to another location in the City and owned and operated by the Authority that has substantially the same quality and improvements that exist with respect to the Premises and that is reasonably suitable for the conduct of Lessee's business with particular reference to its geographic position in the port and its ready access at all stages of the tide to vessels calling at the port. The determination of such necessity for relocation is to be determined exclusively by the Authority at its sole discretion. The Authority shall pay the reasonable costs of any such relocation and the relocation shall not require Lessee to suspend its operations for more than ten (10) days. If the relocation site is not acceptable to Lessee in its sole discretion, it may, on thirty (30) days' advance written notice to the Authority, terminate this Lease at any time during the period beginning on the date it is notified in writing of the relocation and ending on the six (6) month anniversary of the relocation.

**Article 12.**  
**MAINTENANCE AND REPAIRS**

**12.1 Maintenance and Repairs.**

During the Term the Lessee shall perform all maintenance, repairs, and replacements on the Premises at its sole cost and expense. The Lessee shall keep the Premises and any improvements located thereon in a good and clean state of repair and preservation wear and tear and depreciation excepted, making all necessary and proper replacements and repairs including, but not limited to, replacing all light bulbs and performing all ballast maintenance on lights on the Premises. The accumulation of trash, discarded equipment or parts on the Premises and adjoining road rights-of-way, shall be prohibited and the Lessee must maintain a trash and waste disposal service for the Premises. The Lessee shall provide, at its own cost, such custodial and housekeeping services for the Premises as it may desire.

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

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

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

(b) To perform maintenance and make repairs and replacements in any case where the Lessee is so obligated and has failed to do so or commence 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 fifteen percent (15%) in administrative costs, shall be paid by the Lessee to the Authority within fifteen (15) business days from the date of the Authority's invoice.

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

**12.3 Effect of Entry.**

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

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

**13.1 Consent Required.**

The Lessee 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. Should the Lessee desire to make such alterations or improvements to the Premises or any Improvement located thereon, the Lessee shall present its request to the Authority in writing, together with plans and specifications for construction of the proposed improvement or alteration. The Lessee may only commence construction upon receipt of the Authority's written Notice to Proceed which Notice shall be granted or denied within thirty (30) days after receipt of Lessee's request.

**13.2 Indemnification.**

The Lessee shall indemnify and save Authority harmless from all loss, damage or liability of any kind or nature by reason of or resulting from Lessee's making any alterations, additions or improvements to the Premises. Except as otherwise expressly provided for herein, any alterations, additions or improvements made by the Lessee to the Premises shall become and remain the property of the Authority at the termination of this Agreement or at the time Lessee surrenders occupancy of the Premises. At its option, the Authority may, however, require the Lessee 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, wear and tear and depreciation excepted. Removable trade fixtures and personal property shall remain the property of Lessee.

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

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

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

The Lessee shall not assign or otherwise transfer any of the rights granted to it by this Agreement, nor shall the Lessee sublease, assign or otherwise transfer any interest in or to the Premises or any improvement located thereon to any third party without the prior written consent of the Authority, which consent may be granted or withheld in the Authority's sole and absolute discretion except that if the proposed transferee of the Premises owns, is owned by or is under common ownership with Lessee, the Authority's consent shall not unreasonably be withheld or delayed. Any change in Lessee's ownership whereby a majority of the Lessee's outstanding voting shares shall cease to be owned by (i) the current stockholders of Lessee, (ii) descendants thereof (whether by birth or through marriage), (iii) trusts for their benefit, (iii) beneficiaries of said trusts or (iv) individuals serving as senior managers of Lessee shall be considered a change in ownership which shall require written approval of the Authority for continuation of this Agreement. Such approval shall be given at the sole discretion of the Authority not to be withheld or delayed unreasonably regardless of any other provision of this Agreement to the contrary but if not given within thirty (30) days following written request therefor, Lessee may, at any time thereafter, terminate this Agreement on thirty (30) days advance written notice whereupon Lessee shall have no further obligations hereunder other than those that have accrued prior to the termination date.

**Article 15. NO INDIVIDUAL LIABILITY**

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

**Article 16.**

**LAWS, ORDINANCES, RULES AND REGULATIONS TO BE OBSERVED**

**16.1 Unauthorized Use.**

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

**16.2 Unlawful or Hazardous Use Prohibited.**

The Lessee shall not use or occupy the Premises or permit it to be used or occupied for any unlawful purpose nor for any purpose not contemplated by Article 4 that is reasonably determined by the Authority to be hazardous.

**16.3 Compliance with the Law.**

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

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

16.4 **Permits and Licenses.**

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

16.5 **Fines or Penalties.**

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

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

The authorized representatives of the Authority shall have the right, at all reasonable times and upon reasonable notice, during normal working hours, to enter upon any part of the Premises to verify the Lessee's compliance with applicable laws and regulations and with the provisions and conditions of this Agreement. The authorized representatives of the Authority shall have the right to enter upon any part of the Premises at any time without notice in the case of emergency.

16.7 **Other Rules and Regulations.**

Unless stated otherwise in this Agreement or unless not applicable by its terms to Lessee, the Premises or the conduct of Lessee's business, 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 Lessee.**

The Lessee 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 Lessee's sole cost and expense, to the extent such violation is attributable to events or conditions that arose from Lessee's operations on the Premises on or after the Effective Date;

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

#### 17.3 **Remediation of Environmental Damage.**

Lessee, at its sole cost and expense, shall expeditiously conduct or cause to be conducted to the reasonable satisfaction of the Authority and in accordance with any Applicable Environmental Law any response or action necessary to remove, remediate, clean up, or abate any material Hazardous Substance Release, threatened Release, or disposal of Hazardous Substances not permitted under applicable law to the extent such response action is attributable to the use or occupancy of the Premises by Lessee, or its employees, agents, contractors, licensees, subtenants, or invitees. Lessee shall be responsible for the remediation of any contamination to the environment caused by any Hazardous Substance Release that results from operations of Lessee, 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) including without limitation, the payment of all investigative, clean up or restoration costs associated therewith.

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

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

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

(a) To inspect the Premises during regular business hours, or at any time in case of emergency to determine whether Lessee is complying with the terms and conditions of this Article 17. This right of inspection

reserved to the Authority shall impose no obligation on the Authority to make such inspections and imposes no liability upon the Authority for failure to make such inspections; and

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

All costs and expenses incurred by the Authority in the exercise of such rights shall be deemed additional costs hereunder and shall be payable (but only to the extent that any event set forth in this Section 17.4 is caused by Lessee) by Lessee to the Authority upon demand, unless the Authority, a third party and/or a force majeure event is responsible for the occurrence or the circumstances relating to the complaint.

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

**17.5 Environmental Inspection.**

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

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

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

**Article 18.  
SECURITY**

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

### 18.1 **Burden of Compliance.**

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

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

### 18.2 **Security Access.**

The Lessee agrees that it will grant the Authority unrestricted access to the Premises in order for Authority to determine and ensure compliance with, and to carry out any day-to-day implementation of security plans and policies necessary to achieve compliance with, any and all applicable local, state or federal laws and/or regulations. The Lessee shall promptly take such corrective action as is directed by the Authority as necessary to achieve compliance with such laws and/or regulations.

If required by applicable law, Lessee shall allow the Authority unrestricted access to the Premises through a gate to be designated by the Authority. The Authority shall issue a lock to the Lessee to be maintained on the designated gate and keys to said lock and the Lessee shall maintain proper key control as required by 33 CFR Part 105, Section 311.12 Florida Statutes, the Florida Seaport Security Standard Minimum Requirements and the Authority's Seaport Security Plan and shall be subject to audit by the Authority as required by such. Every effort shall be made by the Authority and Lessee to identify a mutually agreed-upon gate for the emplacement of the Authority's access control lock. If a mutual agreement cannot be reached, the Authority's Facility Security Officer shall designate the security access gate. The Lessee shall not alter, tamper, modify, remove, destroy or install additional locks or conduct other such activities to prohibit or delay access by the Authority or its designee. The gate will be marked with signage furnished and installed by the Authority. The Lessee shall immediately report to the Authority any observed damage or loss of any lock, key or sign. In the event the Authority or its designee is unable to gain access through the designated gate due to actions of the Lessee (including, but not limited to, all persons invited or welcomed to the Premises by the Lessee for any purpose), the Authority as owner and under the requirements of law shall remove and/or replace any such impediments to access. Any such expense of removal, repair or replacement shall be the responsibility of the Lessee, including but not limited to the actual cost of materials, labor or fines levied by any regulatory or enforcement body. The Lessee shall maintain operational control of the designated security access gate to perform regular business activities.

### 18.3 **Indemnification.**

In those instances when the Authority is providing security services, oversight or assistance to the Lessee in matters of security, the Lessee agrees that it shall hold the Authority harmless from and not prosecute any

claim against the Authority for direct or consequential damages occurring as a result of the loss of business or any other loss resulting from the suspension or delay of the Lessee's business operations occasioned by the enforcement of any security requirement imposed by federal, state or local law and/or regulation.

**Article 19.**  
**DISPUTE RESOLUTION**

**19.1 First Phase of Dispute Resolution - 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, 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 Lessee 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 Lessee until the settlement is reduced to writing and signed by the authorized representatives of the Authority and the Lessee.

**19.2 Authorized Representatives in First Phase Dispute Resolution .**

The Executive Director 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 Lessee's representative shall act in its behalf and represent the Lessee in all matters pertaining to dispute resolution and shall be empowered to bind the Lessee.

**19.3 Second Phase Dispute Resolution - 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. The mediator shall deliver his opinion within sixty (60) days following his appointment.

(b) Mediator's Cost: The fees and charges of the mediator shall be borne equally by the Authority and the Lessee, 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 20.3, either party may elect to file an action in any court with jurisdiction over the matter that is located in Duval County, Florida. Nothing in this Article 19 shall

prohibit a party from initiating an action seeking temporary injunctive relief or similar court intervention where the circumstances require immediate relief or preservation of the status quo.

19.5 **Non-Waiver of Immunity/Waiver of Jury Trial and Certain Damages.**

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. Notwithstanding anything to the contrary in this Agreement, neither party shall be liable to the other for any special, consequential or punitive damages. Each party hereto specifically waives its right to trial by jury. Notwithstanding anything to the contrary herein, neither party shall be liable to the other for any special, consequential or punitive damages.

**Article 20.**  
**SURRENDER OF LEASED PREMISES**

20.1 **Condition of the Premises and Improvements.**

The Lessee covenants that, at the expiration of the Term of this Agreement or at any earlier termination, it will surrender the Premises to the Authority in a good and clean state of repair and preservation, wear and tear and depreciation excepted. Wear and tear shall not include deterioration of the Premises that would have been prevented by proper maintenance practices on the part of the Lessee or by the Lessee properly performing its obligations under this Agreement.

20.2 **Title to Improvements.**

Upon expiration or termination of the Term, all buildings, fixtures and other improvements built on, or made to, the Premises by the Lessee shall remain on the Premises and shall immediately become the exclusive property of the Authority except that, if so requested by the Authority, the Lessee shall remove any buildings, fixtures or other improvements built on or made to the Premises by Lessee within sixty (60) days after the expiration of the Term. Upon surrender of the Premises, Lessee shall remove all equipment, trade fixtures and personal property belonging to it or leased from third parties which have not assumed the characteristics of a permanent fixture. All personal property of Lessee not removed from the Premises upon termination or natural expiration of this Agreement shall be deemed abandoned and shall become property of the Authority, unless the Authority elects not to assume ownership, in which case the Authority may dispose of the same or store the same for Lessee's benefit, in either case at Lessee's sole cost and expense.

20.3 **Damage to Property.**

Any damage caused to the Premises or the Authority's property by the removal of any of the Lessee's equipment, trade fixtures, improvements, or personal property shall be repaired by the Lessee at its sole expense within a reasonable period from the time the damage occurs.

20.4 **Leasehold Improvement Liens.**

The Lessee shall not pledge, assign or grant any liens or encumbrances relating to the use and occupancy of the Premises or to any improvements made to or on the Premises by the Lessee.

**Article 21.**  
**DEFAULTS; INTERRUPTIONS; TERMINATIONS**

**21.1 Events of Default.**

Any of the following events shall constitute an “Event of Default” of this Agreement by the Lessee:

- (a) If the Lessee transfers substantial control of its assets and/or its business operations or activity to any other entity unless such transfer is approved by the Authority as stipulated in Article 14; or
- (b) If the fees, charges or other payments which the Lessee agrees to pay or is obligated to pay hereunder, are not received by the Authority within ten (10) business days after the due date; or
- (c) If the Lessee files a voluntary petition for bankruptcy, or makes a general assignment for the benefit of creditors; or
- (d) If the Lessee is adjudicated bankrupt; or
- (e) If any act occurs which deprives the Lessee permanently of the rights, powers and privileges necessary for the proper conduct and operation of its business; or
- (f) If at any time the Lessee abandons and ceases to use the Premises for a period of thirty (30) consecutive days, except when such abandonment and cessation is due to *force majeure* as defined in Section 22.14, default of the Authority, or other cause beyond the Lessee’s control; or,
- (g) If at any time the Lessee uses or permits the Premises to be used for any purpose which has not been authorized by this Agreement or by a subsequent written agreement between the Lessee and the Authority; or
- (h) If the Lessee uses or permits the use of the Premises in violation of any law, rule or regulation; or
- (i) If the Lessee materially violates any of the provisions of this Agreement.

**21.2 Remedies on Event of Default.**

Upon the happening and during the continuance of any Event of Default specified in Section 21.1, and after the expiration of any applicable cure period set forth in Section 21.1, the Authority may, at its sole and absolute discretion, avail itself of any remedy provided by law and/or equity, including without limitation, any one or more of the following remedies:

- (a) Without initially terminating this Agreement, the Authority may reenter and take possession of the Premises, and the Lessee shall continue to timely make such payments as required under this Agreement. The Authority may thereafter enter into a new lease of the Premises with any party or operate the same on its own behalf. Immediately prior to commencement of the Authority’s operation of the Premises or the effective date of the new lease, as applicable, the Authority shall notify the Lessee of such event.
- (b) The Authority may immediately terminate this Agreement, enter the Premises and exclude the Lessee from possession of the Premises, if applicable, declare all charges and amounts which are then due and payable and costs of the Authority to prepare the Premises for reletting to be immediately due and payable. The Authority shall make reasonable attempts to mitigate the damages caused by Lessee’s Event of Default and

amounts recovered by the Authority from the use of the Premises subsequent to the Event of Default shall offset the amounts that the Authority recovers hereunder.

(c) The Authority may take whatever other action at law or in equity that it considers to be necessary or desirable in order to collect any amounts then due and thereafter to become due from Lessee, or to enforce performance and observance of any obligation, agreement or covenant of Lessee under this Agreement, or may exercise all rights and remedies that are available under Florida and federal law. No method of entry authorized herein and made by the Authority shall cause or constitute a default of this Agreement or be deemed to constitute an interference with the possession or use of the Premises by the Lessee if made in accordance with the terms of this Agreement and applicable law.

(d) Notwithstanding the foregoing and without prejudice to Lessee's termination rights, with respect to the Event of Default described in Section 21.1(a), the Authority's sole remedy in the event that it does not approve a change in control of the Lessee shall be to terminate this Agreement on not less than thirty (30) days' advance written notice to Lessee, whereupon Lessee shall have no further obligations hereunder other than those that have accrued prior to the termination date.

### 21.3 **Termination by Lessee:**

Subject to section 21.4 the Lessee, may at its option, declare this Agreement terminated in its entirety upon the happening of any one or more of the following events:

(a) If a court of competent jurisdiction issues an injunction against the Authority or any successor thereto preventing or restraining the use of the Premises in its entirety, or any part thereof which may be vital to the Lessee for its operation; provided, however, that such injunction must remain in full force for a period of ninety (90) days or more before the Lessee can declare this Agreement terminated; or

(b) If the Premises is damaged through no fault or omission of the Lessee and becomes unusable in whole or substantial part for the purposes specified herein, and the Authority does not proceed as promptly as reasonably practicable with the repairs necessary to restore the Premises to the condition that existed prior to the occurrence of the damage; or

(c) If the Authority fails to provide and maintain means for unobstructed ingress and egress to and from the Premises in accordance with the provisions of this Agreement; or

(d) If by reason of any willful act or omission in violation of this Agreement, the Authority shall substantially interfere with the use by the Lessee of the Premises for the purposes authorized by this Agreement;

### 21.4 **Remedies not Exclusive.**

Except as provided in Article 21.2(d), 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.

### 21.5 **Time of Termination:**

Except as may be specifically otherwise provided for in this Agreement, no termination declared by either party shall be effective unless and until thirty (30) days have elapsed after written notice of the termination

is received by the other party specifying when such termination shall take effect and detailing the cause for termination of the Agreement. If such termination is by reason of a default for which termination is authorized under this Agreement, that default must be specified. No termination shall be effective if such default shall have been cured during such thirty (30) day period, nor shall such termination be effective if correction of the default is commenced within said thirty (30) days and completed as promptly as reasonably practicable. Notwithstanding the foregoing, the Authority shall not be required to give the Lessee notice of Lessee's commission of the same or a similar type of default more than twice during any consecutive twelve (12) month period and the Lessee's failure to cure after the second notice. If this Agreement is to be terminated for failure of the Lessee to pay Premises Rental Fees or any other fees and charges stipulated in **Exhibit B** within thirty (30) days of the date due, the Authority may give the Lessee notice of its intent to terminate this Agreement within fifteen (15) days after said thirty (30) day period has expired. However, if payment in full is made within this fifteen (15) day period, this Agreement shall not terminate. To the extent that any payment hereunder is being contested in good faith non-payment shall not constitute an Event of Default.

**21.6 Interruption of Utilities, Services or the use of Facilities.**

The Authority does not warrant that the provision of utilities or services or the use of the Premises or other facilities contemplated herein will be free from interruptions caused by repairs, renewals, improvements or alterations; strikes or lockouts; accidents; electrical failures, interruptions or surges; the inability of the Authority to obtain utilities or supplies; or any other cause beyond the reasonable control of the Authority. Except as otherwise provided herein, no such interruption shall constitute grounds for termination of this Agreement by the Lessee, or render the Authority liable to the Lessee for damages resulting from such interruption or relieve the Lessee from performing its obligations under this Agreement.

**21.7 Termination of Agreement for Condemnation.**

If, as contemplated by Section 22.12, any part of the Premises are taken or condemned under power of eminent domain by any governmental authority during the Term and, as a result of such taking, the parties mutually agree that the part so taken causes the Premises to be no longer commercially viable for the Lessee's operation, the Lessee shall have the option, upon full payment of all Rent, Additional Rent, Throughput Fees and any other amounts due and payable to the Authority as of the date of condemnation, to cancel this Agreement in its entirety without penalty as long as the Authority cannot offer the Lessee replacement premises acceptable to Lessee in its sole discretion.

**Article 22.  
GENERAL PROVISIONS**

**22.1 Non-Waiver.**

A waiver by either party of any of the provisions, conditions, or covenants of this Agreement shall not be deemed by the other party at any time thereafter to be a waiver of the same or any other provision, condition, or covenant herein contained, or to be a waiver of the requirement for the strict and prompt performance thereof. No notice by either party is required to restore or revive any right, power, remedy, privilege or option following a waiver by either party of any requirement, obligation or default of the other.

**22.2 Options, Rights, Powers and Remedies are Independent.**

Each of the options, rights, powers, or remedies given to either party according to this Agreement shall be cumulative, and no one of them shall be exclusive of the other or exclude any remedies provided by law. The



exercise of one option, right, power or remedy shall not preclude the exercise of any other option, right, power or remedy, except in those cases where it is expressly so provided.

22.3 **Modifications.**

No change in, modification to, or amendment to this Agreement shall be valid or enforceable unless it is approved by the Lessee and the Authority, reduced to writing and executed by the duly authorized representatives of the Authority and the Lessee.

22.4 **Severability.**

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

22.5 **Exhibits.**

All exhibits or schedules referenced in this Agreement or that may be referenced from time to time in any duly executed amendment to this Agreement are by this reference incorporated herein and shall be deemed to be a part of this Agreement as if fully set forth herein. Certain exhibits and schedules to this Agreement will be adjusted as a result of self-executing provisions of this Agreement and those changes will take effect automatically.

22.6 **Notices, Consents and Approvals.**

All notices, consents or approvals required by or otherwise contemplated by this Agreement shall be provided in writing and signed by a duly authorized representative of the party on whose behalf they are given. Such notice, consent or approval shall be deemed to be validly and sufficiently served at the time a properly addressed letter with sufficient postage is (i) deposited in any U. S. Post Office and sent certified or registered mail, return receipt requested, or (ii) by a nationally recognized overnight carrier.

- (a) Notice to the Authority shall be addressed to:

Chief Administrative Officer  
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 Lessee shall be addressed to:

Moran Towing Corporation  
 Moran Towing of Florida Division  
 1534 East Adams Street  
 Jacksonville, Florida 32202  
 Attn: General Manager

(d) With copy to:

Moran Towing Corporation  
 50 Locust Avenue  
 New Canaan, CT 06840  
 Attn: General Counsel

22.7 **Place of Payment.**

Payments required pursuant to this Agreement shall be made by Lessee 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, including electronic signature, of the authorized representatives of both parties.

22.10 **Independent Contractor.**

The parties hereto agree that the Lessee is an independent contractor and as such is not subject to the direction or control of the Authority except that the Lessee shall be required to comply at all times with the Authority's general rules and regulations governing the use of the Terminal Facilities that are applicable to all tenants of the Authority. This Agreement shall not be construed so as to establish a joint venture or partnership between the parties hereto.

22.11 **Non-Discrimination.**

The Lessee agrees that it shall use the Premises in compliance with all non-discrimination requirements imposed by any applicable federal, state or local law. The Lessee also agrees that it will not discriminate against any employee or applicant for employment because of race, religion, color, creed, sex, age, national origin, disability, veteran or family status neither will it discriminate in hiring nor fail to make reasonable accommodation for qualified disabled employees.

22.12 **Eminent Domain.**

If any part of the Premises is taken under power of eminent domain by any governmental authority during the Term of this Agreement, then this Agreement shall be amended to exclude the part so taken from the Premises and the Rent, Additional Rent, Throughput Fees and/or the Minimum Annual Guarantee shall be equitably adjusted in proportion to the reduced production capacity of the Premises attributable to the part so taken, **subject to Section 21.7.**

The Lessee shall have no right to share in any award made to the Authority as a result of a taking of all or a portion of the Premises by eminent domain. The Lessee shall not be entitled to seek apportionment of such an award based on its leasehold interest.

22.13 **Quiet Enjoyment.**

The Authority covenants that, if and as long as the Lessee shall faithfully perform the agreements, terms, covenants and conditions hereof, the Lessee and any Person who lawfully and in conformity with the provisions hereof claims through or under the Lessee shall and may peaceably and quietly have, hold and enjoy the Premises, subject to the terms and conditions of this Agreement, for the term hereby granted without molestation or disturbance by or from the Authority or any person claiming through or under the Authority. This covenant shall be construed as a covenant running with the Land, to and against successors to the Authority's interest in the lease under this Agreement, and is not, nor shall it operate or construed as, a personal covenant of the Authority.

22.14 **Force Majeure.**

Neither the Authority nor the Lessee shall be deemed to be in breach of this Agreement if either party is prevented from performing any obligations required of it hereunder by reason of strikes, boycotts, shortages of materials, labor disputes, embargoes, shipwrecks or obstructions to navigation, acts of God, acts of public enemy, acts of superior governmental authority, floods, windstorms, riots, rebellion, or any other similar circumstances for which it is not reasonably responsible and which is not within its control; provided nothing stated in this Section 22.14 shall relieve Lessee of its obligation to pay Rent, Additional Rent and any other fees and charges except as specifically provided in this Agreement.

22.15 **Governing Law.**

This Agreement is to be read and construed in accordance with Florida law. Any disputes relating to this Agreement must be resolved in accordance with Florida law. Venue for any action arising under this Agreement shall be in the courts vested with jurisdiction for Duval County, Florida.

22.16 **Liens and Encumbrances.**

Lessee agrees to keep the Premises free and clear of all liens and encumbrances arising or growing out of the use and occupancy of the Premises by the Lessee, its agents, licensees, subtenants, contractors and subcontractors.

22.17 **Inspection of Records.**

The Authority shall have the right to inspect the books, records or other data of the Lessee related to its compliance obligations hereunder, provided such inspection is made during regular business hours and with reasonable advance notice.

22.18 **Radon Gas.**

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the Duval County public health unit. [F.S. 404.056(5)]

22.19 **Asbestos.**

Asbestos is an incombustible, chemical-resistant, fibrous mineral form of impure magnesium silicate often used for fire proofing, electrical insulation and building materials. When the materials containing asbestos are disturbed causing the asbestos to flake and the asbestos fibers to become airborne, the fibers can be inhaled causing serious health risks. In the event any renovations, changes, alterations or improvements are made to the Premises which would disturb or involve materials in the Premises containing asbestos, all federal, state and local laws involving the removal of asbestos shall be followed.

22.20 **Construction.**

Both parties acknowledge that they have had meaningful input into the provisions and conditions contained in this Agreement. Therefore, any doubtful or ambiguous provisions contained herein shall not be construed against the party who physically prepared this Agreement. The rule sometimes referred to as “Fortius Contra Proferentum” shall not be applied to the interpretation of this Agreement.

22.21 **Non-licensed Spectrum Devices.**

The Lessee agrees that it will consult and notify the Authority of additions of non-licensed spectrum devices within the Authority’s property. These devices include wireless access points, RFID systems and cordless phones utilizing 900 MHz, 2.4 GHz and 5.8 GHz spectrum. The Authority will document and coordinate usage of these frequencies in an effort to provide maximum usability for both tenants and the Authority and Lessee will cooperate to avoid interference with the Authority’s property. Notification of additions or removal of RF frequency devices should be forwarded to the Authority’s Director of Information Technology who will respond within 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 Lessee.**

Each party, as of the Effective Date, hereby represents and warrants to the other that it has corporate power to enter into this Agreement and to perform all acts required to be performed by said party and that its execution and delivery have been duly authorized by all necessary corporate action.

**22.27 Further Assurances.**

Lessee agrees that it will, from time to time, execute, acknowledge and deliver or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required by the Authority for carrying out the expressed intention of this Agreement.

**Article 23.  
ENTIRE AGREEMENT**

The parties hereto understand and agree that this instrument contains the entire agreement between the Authority and the Lessee for the use of the Premises by the Lessee. The parties understand and agree that neither party nor its agents have made any representation or promise with respect to this Agreement except as expressly set forth herein; and that no claim or liability shall arise for any representations or promises not expressly stated in this Agreement. Any other written or oral agreement regarding the Premises is expressly nullified upon the execution of this Agreement unless otherwise specifically provided herein.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be signed by their duly authorized representatives as of the date first written above.

**Witness:**

**Jacksonville Port Authority**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

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

**Witness:**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**Approved as to Form:**

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

**Witness:**

**Moran Towing Corporation**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**Witness:**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**Exhibit A  
LAND/PREMISES**



**Exhibit B**  
**TERM AND SCHEDULE OF FEES AND CHARGES**

I. TERM:

- A. Initial Term: The Term of this Agreement shall commence on the Effective Date and terminate at midnight December 31, 2033.
- B. Renewal Term: The Term of this Agreement may be extended for one (1) additional term of ten (10) years in accordance with Article 3.2 of the Agreement.

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

PREMISES	MONTHLY RENTAL FEE	ANNUAL RENTAL FEE
2 acres @ Dames Point Marine Terminal @ \$15,000 per acre per year	\$ 2,500.00	\$ 30,000.00

III. ANNUAL INCREASE IN FEES:

On January 1, 2025 and on January 1 of each Contract Year thereafter throughout the Term of this Agreement and any extended term, the Premises Rental Fees shall be increased by the same percent of increase that occurred in the Consumer Price Index (“CPI”) for the twelve month period that ended three (3) months just prior to January. The percent of increase in the CPI for this twelve month period will be computed utilizing the index for Urban Wage Earners and Clerical Workers 1982-84 = 100, All Items, as published by the Bureau of Labor Statistics of the U. S. Department of Labor or any successor agency. This annual increase in fees shall be self-executing and shall automatically take effect on January 1 of each Contract Year without the necessity of any formal amendment being made to this Agreement in order to implement an increase. If there has been a negative fluctuation in the CPI at the time an annual increase would have otherwise been implemented, such negative fluctuation shall not be used to reduce the amount of any fees previously paid by Lessee and therefore the ensuing year, Lessee shall pay fees and charges calculated according to the same rates that were in effect for the previous year. If the CPI becomes unavailable or is revised, a substitute shall be used to obtain substantially the same results as would be obtained if the CPI had not been discontinued or revised. In any given year during any Term of this Agreement, the increase in the premises rental fees shall not exceed four percent (4%).

IV. OTHER FEES AND CHARGES: Any other fees and charges due and payable to the Authority by the Lessee, not stipulated by this Agreement, shall be assessed and handled in accordance with the Authority’s published tariff or its reissue.

V. OTHER RULES AND REGULATIONS: Unless stated otherwise in the Agreement, all Rules and Regulations stipulated in the Authority’s published tariff or its reissue shall apply to Lessee’s operations on the Terminal Facilities.



**Exhibit C**  
**LESSEE INSURANCE REQUIREMENTS**

Prior to commencement of operations or occupation of the Premises Lessee must have procured the insurance coverage as follows:

**I. WORKERS COMPENSATION/EMPLOYERS LIABILITY:**

- a. Part I State Requirement
- b. Part II Each Accident \$500,000  
Disease-Policy Limit \$500,000  
Disease-Each Employee \$500,000
- 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 \$2,000,000
  - 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/FIRE AND EXTENDED COVERAGE:** Coverage shall be in the amount of the full insurable value of the equipment, improvements, personal property, and contents and/or cargo under Lessee's care and custody.

**V. POLLUTION LIABILITY** \$5,000,000  
Maximum deductible or self-insured retention in an amount not exceeding \$100,000. Any deductible or self-insurance retention should be indicated on the Lessee's certificate of insurance.

VI. A waiver of subrogation is required for Workers' Compensation, Commercial General Liability, and Auto Liability. To the extent of its liability for any loss or claim, Lessee waives all rights against the Authority, its 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.

VII. The aforementioned Insurance Requirements are minimally accepted requirements. The Authority reserves the right to increase required limits based on individual circumstances such as vessel specifications, size, and cargo.

VIII. 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 Company's defense and indemnity obligations. Also, if loss exceeds insurance requirements, Company remains obligated to fully indemnify Jacksonville Port Authority for any loss associated with towing event.

If Lessee 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 Lessee.

**Exhibit D**  
**LIST OF HAZARDOUS MATERIAL USED OR MAINTAINED ON THE PREMESIS**

Product	Manufacturer	Max Quantity on hand	Frequency of use per/day, week, month, year	Date Introduced	SDS Location	Intended Use
101BR ULTRA COPPER SILICONE GASKET MAKER 3OZ TB CG	ITW Professional Brands	2 tubes	1/month	7/25/2006	online	sealant
133 Anti-Seize Lubricant	ITW Professional Brands	2 cans	1/week	1/9/2016	online	lubricant
14D Thread Sealant with Teflon	ITW Professional Brands	2 cans	1/week	1/9/2016	online	sealant
2BR Form a Gasket #2 Sealant	ITW Professional Brands	2 tubes	1/month	7/25/2006	online	sealant
3-In-1 Multipurpose Oil	WD-40 Company	1 can	1/month	1/6/2011	online	Maintenance
3M Marine Adhesive Sealant 5200, White, PN 05203, PN 05206, PN 06500	3M Corporation	6 tubes	1/year	7/12/2006	online	sealant
5H901 - Spray Paint Gloss Bright Red 15oz	Rust-Oleum Corporation - Industrial Coatings	2 cans	1/month	7/14/2006	online	Paint Maint.
6C SENSOR SAFE BLUE RTV SILICONE 11 OZ	ITW Professional Brands	2 tubes	4/year	7/15/2009	online	sealant
AIR TOOL LUBRICANT	Ingersoll-Rand Company	1 bottle	3/week	7/13/2006	online	lubricant
ALERT ORANGE SPRAY PAINT - HARD HAT MARKING PAINT	Rust-Oleum Corporation	2 cans	1/month	7/14/2006	online	Paint Maint.
Aluminum Deoxidizer	California Custom Products	5 gal	1/week	1/13/2017	online	deck plate cleaner
Amercoat 185H Gray	PPG Industries, Inc.	2 gal	3/week	12/9/2009	online	Paint Maint.
Amercoat 185H Oxide Red	PPG Industries, Inc.	2 gal	3/week	12/9/2009	online	Paint Maint.
AMERCOAT 235 BUFF 235B1642 RESIN	Ameron International - Protective Coatings Group	2 gal	3/week	12/9/2009	online	Paint Maint.
AMERCOAT 235 CURE	PPG Industries, Inc.	2 quarts	3/week	12/9/2009	online	Paint Maint.
AMERCOAT 235 Haze Gray	PPG Industries, Inc.	2 gal	3/week	12/9/2009	online	Paint Maint.
AMERCOAT 235 OXIDE RED 23	PPG Industries, Inc.	2 gal	3/week	12/9/2009	online	Paint Maint.
AMERCOAT 5450 Black	PPG Industries, Inc.	2 gal	3/week	12/9/2009	online	Paint Maint.
Amercoat 5450 Haze Gray	PPG Industries, Inc.	2 gal	3/week	12/9/2009	online	Paint Maint.
AMERCOAT 5450 LIGHT TINT	PPG Industries, Inc.	2 gal	3/week	12/9/2009	online	Paint Maint.
Amercoat 5450 Nuetral Tint	PPG Industries, Inc.	1 gal	1/week	12/9/2009	online	Paint Maint.
Amercoat 5450 Oxide Red	PPG Industries, Inc.	2 gal	3/week	12/9/2009	online	Paint Maint.
Amercoat 5450 Signal Yellow	PPG Industries, Inc.	1 gal	1/week	12/9/2009	online	Paint Maint.
Amercoat 5450 White	PPG Industries, Inc.	2 gal	3/week	12/9/2009	online	Paint Maint.
AMERLOCK SEALER CLEAR RESIN	PPG Industries, Inc.	3 gal	3/week	2/18/2010	online	Paint Maint.
AMERLOCK SEALER CURE	PPG Industries, Inc.	1 gal	3/week	2/18/2010	online	Paint Maint.
AntiSeize	Pacer Technology	2 cans	1/week	1/13/2012	online	lubricant
Bar Keepers Friend Cleanser & Polish	SERVAAS LABORATORIES, INC.	2 cans	2/week	1/18/2012	online	fuel sounding

Product	Manufacturer	Max Quantity on hand	Frequency of use per/day, week, month,year	Date Introduced	SDS Location	Intended Use
Battery Cleaner & Acid Leak Detector	Lawson Products, Inc.	1 can	1/week	3/21/2014	online	battery maint.
Battery Fluid, Acid (Electrolyte)	Scholle Chemical Corporation	various	1/week	7/26/2006	online	battery maint.
BC-1 Brake Parts Cleaner	State Industrial Products	4 cans	1/week	11/13/2015	online	Maintenance
BC-1 BRAKE WASH	State Industrial Products	4 cans	1/week	11/13/2005	online	Maintenance
BELZONA 1111 (SUPER METAL) - SOLIDIFIER	Belzona Polymerics Limited	1 kit	1/year	7/26/2006	online	Metal repair
BELZONA 1111 (SUPER METAL) BASE	Belzona Polymerics Limited	1 kit	1/year	7/26/2006	online	Metal repair
BIOBOR JF	HAMMONDS FUEL ADDITIVES INC.	5 gal	1/year	7/26/2006	online	Fuel additive
BIO-FRESH	NU-CALGON	8 bottles	1/month	7/12/2016	online	DEODERIZER
Bio-Sanitizer Disinfecting Tablets	Norweco	1 bucket	1/week	7/26/2006	online	MSD additive
BLASTER PB PENETRATING CATALYST	William K. Westley Company	2 cans	1/week	7/12/2006	online	penetrant
BONSAL Instant Hydraulic Cement, ProSpec Instant Hydraulic Cement	Bonsal American	1 bag	1/5 years	7/26/2006	online	emergency repair
BRASSO Metal Polish	Reckitt Benckiser - Morris Corporate Center IV	4 bottles	1/week	8/1/2006	online	polish
CHEVRON CLARITY HYDRAULIC OIL AW	Chevron Corporation	55 gal	1/day	7/1/2009	online	lubricant
Chevron Gear Compound EP	Chevron Corporation	55 gal	1/day	7/1/2009	online	lubricant
Chevron HiPerSYN Oil ISO 32, 46, 6	Chevron Corporation	55 gal	1/day	7/1/2009	online	lubricant
Chevron Rando HDZ	Chevron Corporation	55 gal	1/day	7/1/2009	online	lubricant
Chevron SRI Grease	Chevron Corporation	10 tubes	1/week	7/1/2009		lubricant
Chevron Ultra-Duty Grease EP	Chevron Corporation	10 tubes	1/week	7/1/2009	online	lubricant
Chevron Ultra-Duty Grease EP NLGI 0, 1, 2	Chevron Corporation	10 tubes	1/week	7/1/2009	online	lubricant
Chevron Ursa Super Plus	Chevron Corporation	10 tubes	1/week	7/1/2009	online	lubricant
CLOROX Commercial Solutions Formula 409	Clorox Company of Canada, Ltd.	2 gallons	1/week	7/12/2006	online	cleaner
CLOROX COMMERCIAL SOLUTIONS JAVEX 12 BLEACH BY CLOROX - PCP	Clorox Company of Canada, Ltd.	21gallons	1/week	7/12/2006	online	cleaner , water chlorinator
Clorox Commercial Solutions Pine Sol Brand Cleaner	Clorox Company of Canada, Ltd.	10 gallons	1/week	7/12/2006	online	cleaner

Product	Manufacturer	Max Quantity on hand	Frequency of use per/day, week, month, year	Date Introduced	SDS Location	Intended Use
Comet Disinfecting Cleaner with Bleach -Made from Concentrate	Procter & Gamble	2 cans	1/week	1/20/2011	online	cleaner
Cutter Backwoods Insect Repellent	CHEMISCO	4 cans	as needed	7/12/2006	online	repelent
DAWN Ultra Original	Procter & Gamble	1 gal	1/day	1/8/2011	online	cleaner
Delo 400 Multigrade SAE 15W-40	Chevron Corporation	500 gal	1/day	7/1/2009	online	lubricant
DELO 710 LE SAE 20W-40	Chevron Corporation	500 gal	1/day	7/1/2009	online	lubricant
DELO Grease EP NGLI 0,00,1,2	Chevron Corporation	10 tubes	1/week	7/1/2009	online	lubricant
DETROIT DIESEL ALPINE GREEN	KIMBALL-MIDWEST	6 cans	1/year	7/12/2006	online	engine paint
DETROIT DIESEL MTU DETROIT DIESEL POWER COOL OFF HIGHWAY PLUS 6000 CORROSION INHIBITOR	ASHLAND INC.	55 gal	1/day	7/1/2015	online	engine coolant
DTM ACRYLIC Gloss Acrylic Coating, Extra White	THE SHERWIN WILLIAMS COMPANY	1 gal	1/week	7/12/2006	online	Maintenance
DUPLI-COLOR Enamel Paint, Cherry Red (Equipment Red)	THE SHERWIN WILLIAMS COMPANY	1 gal	1/week	7/12/2006	online	Maintenance
Dyna Parts washing Solvent	Zep	25 gal	1/month	11/12/2008	online	Maintenance
Eagle One NEVR-DULL WADDING POLISH	ASHLAND INC.	1 can	1/week	7/26/2006	online	polish
Easy-Off Fume Free oven cleaner Aresol Lemon scent	Reckitt Benckiser - Morris Corporate Center IV	2 cans	1/month	10/31/2016	online	cleaner
ELECTRONIC CLEANER, DUST OFF	Falcon Safety Products, Inc	1 can	1/month	2/1/2013	online	Maintenance
ENAMEL 1-GL 2PK 3100 SAFETY BLUE	Rust-Oleum Corporation	1 gal	1/month	7/12/2006	online	Paint Maint.
ENAMEL 1-GL 2PK GLOSS FOREST GREEN	Rust-Oleum Corporation	1 gal	1/month	7/12/2006	online	Paint Maint.
Epoxy Shield Garage Floor Kit - Part A	Rust-Oleum Corporation	1 kit	1/year	7/12/2006	online	Paint Maint.
FABULOSO	Colgate-Palmolive Company	1 gal	1/week	7/13/2006	online	cleaner
FAST ORANGE SMOOTH LOTION 64 FL.OZ	ITW Professional Brands	2 gal	1/day	1/18/2011	online	hand cleaner
Food Grade Belt Dressing	CRC Industries, Inc.	1 can	1/month	1/17/2012	online	Maintenance
Gasoline, Unleaded Automotive	Exxon Mobil Corporation	various	1/week	7/14/2006	online	Fuel
GLAZING PUTTY	DAP Products Inc.	3 tubes	1/month	1/8/2011	online	Maintenance

Product	Manufacturer	Max Quantity on hand	Frequency of use per/day, week, month, year	Date Introduced	SDS Location	Intended Use
GOO GONE SPOT AND STAIN REMOVER	Homax Products, Inc.	1 can	1/month	1/7/2011	online	Maintenance
Goof Off	GUARDSMAN PRODUCTS, INC.	1 bottle	1/month	1/7/2010	online	Maintenance
Gorilla Glue	The Gorilla Glue Company	1 bottle	1/month	7/26/2006	online	adhesive
GRAY GARAGE FLOOR - PART B	Rust-Oleum Corporation	1 kit	1/year	7/12/2006	online	Paint Maint.
Great Stuff 16 oz Expanding HC Foam Sealant	The Dow Chemical Company	2 cans	1/year	7/26/2006	online	sealant
Greased Lightning	HomeCare Labs, Inc.	1 gal	1/week	7/13/2006	online	cleaner
Green Gobbler	Ecoclean Solutions	2 packs	1/year	12/30/2019	online	Drain opener
Hercules Pro Dope	HCC Holdings Inc.	2 cans	1/year	1/17/2012	online	sealant
Hot Shot No Mess Fogger	Spectrum Group	4 cans	1/year	1/7/2010	online	pest control
HUSQVARNA XP EGD 50:1 2 cycle engine oil	Spectrum Lubricants Corporation	1 quart	1/year	7/13/2006	online	lubricant
Hydrex A/C Tabs	RectorSeal LLC	2 bottles	1/month	12/30/2019	online	AC treatment
Industrial Purple Cleaner and Degreaser Concentrate	Zep	10 gallons	1/week	3/1/2013	online	cleaner
INSTANT CRAZY GLUE SINGLE-USE TUBES	Elmer's Products, Inc.	2 tubes	1/month	7/26/2006	online	adhesive
IronClad	Zep	3 cans	1/year	10/14/2008	online	preserve
JB WELD EPOXY STEEL HARDENER, JB WELD - EPOXY STEEL RESIN - KIT	J-B WELD COMPANY	1 bottle	1/year	7/26/2006	online	Maintenance
John Deere Cool Gard II Premix (TY26575, TY26576, TY26577, TY26578)	Northland Products Company	55gal	1/week	12/15/2012	online	coolant
Kolor Kut Water Finding Paste	Kolor Kut	2 tubes	3/week	7/26/2006	online	tank level
KRUD KUTTER Multi-Purpose Pressure Washer Concentrate	Krud Kutter, Inc.	1 gal	1/month	1/19/2011	online	cleaner
KRYLON Interior/Exterior Paint, Ultra Flat Black	THE SHERWIN WILLIAMS COMPANY	2 gals	1/month	7/14/2006	online	Maintenance
Lectra Clean Aerosol	CRC Industries, Inc.	4 cans	1/week	11/13/2015	online	Maintenance
Lectra Motive Electric Parts Cleaner (aerosol)	CRC Industries, Inc.	2 cans	1/month	1/7/2010	online	Maintenance
Line-Throwing Rocket	Drew Marine Signal & Safety Germany GmbH	1	when req.	7/1/2018	online	lifesaving
Liquid Nails Heavy Duty Construction and Remodeling Adhesive	Macco Adhesives	2 tubes	1/year	7/26/2006	online	adhesive

Product	Manufacturer	Max Quantity on hand	Frequency of use per/day, week, month, year	Date Introduced	SDS Location	Intended Use
LN-903, Liquid Nails Heavy Duty Construction & Remodeling Adhesive	Akzo Nobel	1 bottle	1/month	1/9/2011	online	adhesive
Loctite Marine Grade Antisieze	Henkel Canada Corp.	2 cans	1/month	1/8/2016	online	lubricant
Loctite Form-A-Gasket 2, 30514	KIMBALL-MIDWEST	1 tube	1/month	7/13/2006	online	sealant
LPS Electro Contact Cleaner	LPS Labs	2 cans	1/month	7/13/2016	online	Maintenance
Lysol Brand Disinfectant Spray, All Scents (Aerosol)	Reckitt Benckiser - Morris Corporate Center IV	10 cans	1/day	1/5/2011	online	disinfectant
Man-O-War Enhancer	Sea Horse Systems	2 bottles	1/month	1/13/2011	online	MSD additive
Marvel Air Tool Oil	Turtle Wax, Inc.	1 bottle	3/week	7/13/2006	online	lubricant
Marvel Mystery Oil	Turtle Wax, Inc.	2 gals	1/week	7/26/2006	online	lubricant
MCCABE WATER LEVEL INDICATOR PASTE	MCCABE AND SONS, INC	2 tubes	3/week	11/13/2015	online	tank level
Meropa 68, 100, 150, 220, 320	Chevron Corporation	15 gals	1/week	7/13/2006	online	lubricant
MicroClean	Nolan Bio Labs Inc.	2 bottles	1/day	1/6/2011	online	MSD cleaner
MicroCulture	Nolan Bio Labs Inc.	1 gal	1/week	1/16/2011	online	MSD additive
Mineral Spirits	Crown Chemical Products, Inc.	1 gal	1/week	1/4/2011	online	Maintenance
MINWAX Fast-Drying Polyurethane Clear Satin	MINWAX Company	1 gal	1/year	7/26/2006	online	Maintenance
MN1 Nalcool test liquid	Nalco Europe B.V.	2 bottles	1/month	2/9/2007	online	testing
MN2 Nalcool test liquid	Nalco Europe B.V.	2 bottles	1/month	2/9/2007	online	testing
Mobil Rarus 427	Mobil	2 gallons	1/day	7/26/2006	online	lubricant
Moly Dry Film lubricant	Henkel Canada Corp.	2 bottles	1/month	7/26/2006	online	lubricant
MPA1 Phenolphthalein Indicator	Nalco Europe B.V.	2 bottles	1/month	2/9/2007	online	testing
Nalcool 2000	Nalco Europe B.V.	6 gals	1/month	7/26/2006	online	engine water treatment
NAPA DOT 4 Brake Fluid	NAPA	2 quarts	1/month	7/26/2006	online	Maintenance
NCP-2 Battery Corrosion Preventitive	NOCO Company	2 cans	1/week	11/13/2015	online	Maintenance
NO. 2 DIESEL FUEL	Exxon Mobil Corporation	50k gal	1/day	7/14/2006	online	Fuel
NOCO NCP-2 BATTERY CORROSION PREVENTITIVE SPRAY	NOCO Company	2 cans	1/week	11/13/2015	online	Maintenance
OATEY CANADIAN PURPLE or CLEAR PRIMER NSF LISTED	Oatey Company	2 cans	2/year	7/12/2006	online	Maintenance
OATEY CLEAR CLEANER	Oatey Company	2 cans	2/year	7/12/2006	online	Maintenance

Product	Manufacturer	Max Quantity on hand	Frequency of use per/day, week, month,year	Date Introduced	SDS Location	Intended Use
OATEY HEAVY DUTY CLEAR SOLVENT CEMENT	Oatey Company	2 cans	2/year	7/12/2006	online	Maintenance
OATEY HEAVY DUTY CPVC ORANGE SOLVENT CEMENT	Oatey Company	2 cans	2/year	7/12/2006	online	Maintenance
OATEY PVC MEDIUM CLEAR or GRAY CEMENT	Oatey Company	2 cans	2/year	7/12/2006	online	Maintenance
OATEY PVC REGULAR CLEAR-LO-VOC FORMULA	Oatey Company	2 cans	2/year	7/12/2006	online	Maintenance
Oil-Dri oil absorbant	Oil-Dri Corp.	2 bags	1/month	7/12/2006	online	Maintenance
Orange Heavy-Duty Hand Cleaner	Zep	2 bottles	1/day	10/31/2016	online	hand cleaner
OVEN CLEANER	Selig Industries - Acuity Specialty Products Group, Inc.	1 can	1/month	1/4/2011	online	cleaner
Oven, Grill, & Fryer Cleaner	Ecolab Inc.	3 bottles	4/year	4/11/2018	online	cleaner
Ox-Gard Antioxidant	Power Products	2 cans	1/week	7/12/2016	online	electrical care
PAN-TREAT	NU-CALGON	8 bottles	1/week	7/12/2016	online	treatment
Permatex Thread Sealant with Teflon	ITW Professional Brands	2 cans	2/year	7/26/2006	online	Maintenance
Pitt-Tech Plus Gloss White Pledge Multi-Surface Floor Cleaner	PPG Industries, Inc. S. C. Johnson & Son, Inc.	2 gallons 2 gallons	1/month 1/week	7/26/2006 7/13/2016	online online	Maintenance cleaner
Plumbers Putty	Oatey Company	2 tubes	2/year	1/4/2011	online	Maintenance
PRO 1-GL 2PK GLOSS BLACK	Rust-Oleum Corporation	2 gallons	1/month	1/4/2011	online	Maintenance
PRO 1-GL 2PK Hunter Green	Rust-Oleum Corporation	2 gallons	1/month	1/4/2011	online	Maintenance
PRO 1-GL 2PK Leather Brown	Rust-Oleum Corporation	2 gallons	1/month	1/4/2011	online	Maintenance
PRO 1-GL 2PK Royal Blue	Rust-Oleum Corporation	2 gallons	1/month	1/4/2011	online	Maintenance
PRO 1-GL 2PK Safety Blue	Rust-Oleum Corporation	2 gallons	1/month	1/4/2011	online	Maintenance
PRO 1-GL 2PK Safety Orange	Rust-Oleum Corporation	2 gallons	1/month	1/4/2011	online	Maintenance
PRO 1-GL 2PK Safety Red	Rust-Oleum Corporation	2 gallons	1/month	1/4/2011	online	Maintenance
PRO 1-GL 2PK Safety Yellow	Rust-Oleum Corporation	2 gallons	1/month	1/4/2011	online	Maintenance
PRO 1-GL 2PK Smoke Gray	Rust-Oleum Corporation	2 gallons	1/month	1/4/2011	online	Maintenance
Pro Chlor Tabs	Global Water Treatment Chemicals	2 buckets	2/week	2/5/2013	online	MSD additive
Pro-Dope	Oatey Company	2 cans	1/month	1/4/2011	online	Maintenance
PROFORCE READY TO USE HEAVY DUTY DEGREASER	Ecolab Inc.	8 gallons	1/week	1/7/2010	online	Cleaner
PSX 1001 BLACK	PPG Industries, Inc.	3 gal	3/week	7/26/2006	online	Maintenance
PSX 1001 HAZE GRAY F/S 26270	PPG Industries, Inc.	3 gal	3/week	7/26/2006	online	Maintenance
PSX 1001 Moran Deckhouse Red	PPG Industries, Inc.	3 gal	3/week	7/26/2006	online	Maintenance



Product	Manufacturer	Max Quantity on hand	Frequency of use per/day, week, month,year	Date Introduced	SDS Location	Intended Use
PSX 1001 Moran Hull Green	PPG Industries, Inc.	3 gal	3/week	7/26/2006	online	Maintenance
PSX 1001 WHITE	PPG Industries, Inc.	3 gal	3/week	7/26/2006	online	Maintenance
PSX 892 HS Aluminum	PPG Industries, Inc.	1 gal	1/year	7/26/2006	online	Maintenance
Purple Metal Polish	California Custom Products	5 gal	1/week	1/13/2017	online	deck plate cleaner
QD Electronic Cleaner	CRC Industries, Inc.	5 cans	1/week	11/13/2015	online	Maintenance
Rain-X Glass Treatment	Shell Car Care International Limited	1 gal	2/week	7/12/2006	online	Maintenance
RAM ROD	PRO CHEM, INC.	.5 gal	1/year	7/12/2006	online	Drain opener
Rando HDZ Oils	Chevron Corporation	20 gals	1/month	7/1/2009	online	lubricant
ROUNDUP PRO Herbicide	Monsanto Company	1 gal	2/year	7/26/2006	online	lawn care
RTV	State Industrial Products	5 tubes	1/month	11/13/2015	online	Maintenance
Rust-Oleum Stops Rust Enamel Aerosol Top Coats	Rust-Oleum Corporation	12 cans	1/month	1/9/2011	online	Maintenance
Shell Rotella T3 15W-40	SOPUS Products	2 gallons	2/year	1/4/2011	online	lubricant
Simple Green Bike Cleaner & Degreaser	Sunshine Makers, Inc.	2 gallons	1/day	1/7/2010	online	cleaner
Smoke Test	CRC Industries, Inc.	5 cans	1/month	11/13/2015	online	testing
SOLUTION 2000 PREMIUM COPPER ANTI-SEIZE	MRO Solutions LLC	2 cans	1/month	1/17/2012	online	lubricant
Spectracide Wasp & Hornet Killer	UNITED INDUSTRIES CORPORATION	1 can	1/month	11/6/2008	online	insect killer
Spetracide Bug Stop Home Barrier	UNITED INDUSTRIES CORPORATION	4 gallons	1/year	7/12/2016	online	insect killer
SPLASH ZONE A-788 PART A	Carboline Company	1 kit	1/5 years	1/4/2011	online	u/w repairs
SPLASH ZONE A-788 PART B	Carboline Company	1 kit	1/5 years	1/4/2011	online	u/w repairs
STAINLESS STEEL CLEANER & POLISH	Sprayway, Inc.	2 cans	1/week	1/4/2011	online	polish
T-10 Thinner	PPG Industries, Inc.	2 gallons	3/week	7/26/2006	online	Maintenance
TAKE DOWN	Selig Industries - Acuity Specialty Products Group, Inc.	2 cans	2/year	8/1/2006	online	insect killer
TALON Non-Chlorinated Brake Cleaner	FASTENAL COMPANY	2 cans	1/week	1/4/2011	online	cleaner
TANK TONIC	NCH Corporation	2 bottles	1/week	1/13/2012	online	MSD additive
Tap Majic Ep-Xtra Formula	Steco Corporation	1 can	1/month	1/5/2011	online	Maintenance
TC-1 Tuflex Rubber Tile Cleaner	Canberra Corporation	3 gal	1/month	1/15/2011	online	floor cleaner
TF-2 Tuflex Combination Sealer Finisher	Canberra Corporation	3 gal	1/month	1/15/2011	online	Floor maint.
Toner	Xerox Corporation	5	1/month	1/4/2011	online	printer

Product	Manufacturer	Max Quantity on hand	Frequency of use per/day, week, month,year	Date Introduced	SDS Location	Intended Use
TS-3 Tuflex Rubber Tile Finish Stripper	Canberra Corporation	3 gal	1/month	1/15/2011	online	Floor maint.
WALMART SUPER TECH DEXRON III MERCON AUTOMATIC TRANSMISSION FLUID	Warren Distribution, Inc.	2 quarts	1/month	1/4/2011	online	lubricant
WD-40 Specialist Silicone Lubricant	WD-40 Products (Canada) LTD.	2 cans	1/week	7/12/2006	online	penetrant
Weiman Stainless Steel cleaner & Polish	Weiman Products	2/cans	1/week	1/17/2011	online	cleaner
WINDEX COMPLETE GLASS & MULTI SURFACE CLEANER	S. C. Johnson & Son, Inc.	1 gal	1/day	1/17/2011	online	cleaner
ZEP Cherry Bomb	Zep	2 quarts	1/day	7/12/2006	online	hand cleaner

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

AC-2023-05-01  
Reference No.

\_\_\_\_\_  
File

05/09/2023  
Date

**SUBJECT: Rehabilitate Underdeck Concrete – Phase 4**  
JPA Project No.: T2021.02      JPA Contract No.: C-1588A CO#3  
Southern Road & Bridge, LLC

**COST: 826,100.00       BUDGETED       NON-BUDGETED**

**BACKGROUND:**

On March 30, 2021, JAXPORT issued a contract to Southern Road & Bridge, LLC in the amount of \$2,143,244 plus 10% contingency for all labor, materials, equipment, and supervision inclusive of but not limited to providing underdeck concrete repairs to the existing concrete wharf Berths 5, 6, 7 and 8 at the Talleyrand Marine Terminal.

Under this project, JAXPORT has approved (2) two change orders in the total amount of \$61,776 and extended the contract completion date through July 10, 2023. This Change Order No. 3 is needed for revision and reconciliation of (Type 1) repairs.

This is a budgeted operating expense for FY 23.

**EXPENSE CATEGORY:**

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

This is a budgeted capital item for FY23 and will be funded 75% with FDOT funds and 25% with JPA funds.

**FINANCIAL:**

Available Budget :	\$ 837,792
Proposed Expense:	<u>\$ 826,100</u>
Remaining Balance:	<u>\$ 11,692</u>

**RECOMMENDATION:**

Management recommends that the Board of Directors approve the issuance of Change Order No. 3 to Southern Road & Bridge, LLC in the amount of \$826,100.00 to rehabilitate underdeck concrete – phase 4. The total contract cost to include Change Order No. 3 is \$2,856,460.97.

AC-2023-05-01

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: Southern Road & Bridge PCO-002 dated 02/08/2023

**ORIGINATED BY:**

**SUBMITTED FOR APPROVAL**

Kelsey Cox  
Kelsey Cox (May 9, 2023 16:35 EDT)  
Kelsey Cox, Sr. Director, Engineering & Construction

Lisa Gee  
Lisa Gee (May 10, 2023 10:04 EDT)  
Lisa Gee, Director, Procurement Services

**AWARDS COMMITTEE ACTION**

APPROVED       APPROVED / REJECTED / DEFERRED

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

Retta Rogers  
Retta Rogers (May 11, 2023 10:22 EDT)  
Retta Rogers, Secretary to Awards Committee

Mike McClung  
Mike McClung (May 11, 2023 10:37 EDT)  
Beth McCague, Interim Chair to Awards Committee

**CHIEF EXECUTIVE OFFICER ACTION**

APPROVED       APPROVED / REJECTED / DEFERRED

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

Eric B. Green  
Eric B. Green (May 11, 2023 10:41 EDT)  
Eric B. Green, Chief Executive Officer

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

\_\_\_\_\_      \_\_\_\_\_  
Date      Rebecca Dicks, Corporate Secretary

**BOARD DECISION**

APPROVED       REJECTED       DEFERRED

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

\_\_\_\_\_      \_\_\_\_\_  
Date      Board Chairman

\_\_\_\_\_      \_\_\_\_\_  
Date      Board Secretary

**Contract Change Order**



**Commitment Change Details**

**Project: Rehabilitate UnderDeck Concrete Phase 4**

2831 Talleyrand Ave.  
Jacksonville, FL 32206

**Project #:** T2021-02

**Jacksonville Port Authority**

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

**Date: 03.23.2023**

**To Contractor:** Southern Road & Bridge, LLC  
715 Wesley Avenue  
Tarpon Springs, FL, 34689

Architect's Project No:  
Contract Date: 03.30.2021  
Contract Number: C-1588A  
Change Order Number: 03

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

PCO	Item Number	Description	Change Amount
PCO - 3	1.	Revision and reconciliation of (Type 1) Repairs per attached quantifying spreadsheet	\$826,100.00
		Add 1,700 CF @ \$643/per	\$1,093,100.00
		Credit 500 CF @ \$534/per	<u>(\$267,000.00)</u>
		Net change to contract:	\$826,100.00

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

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

The original Contract Value was.....	\$2,143,244.00
Sum of changes by prior Contract Change Orders.....	\$61,776.00
Value of Tax Saving Purchase Orders (TSPOs).....	-\$174,659.03
The Contract Value prior to this Contract Change Order was.....	\$2,030,360.97
The Contract Value will be changed by this Contract Change Order in the amount of	\$826,100.00
The new Contract Value including this Contract Change Order will be.....	\$2,856,460.97
The Contract duration will be changed by.....	0 Calendar Days
The Substantial Completion date as of this Contract Change Order is	07.10.2023

**Jacksonville Port Authority**

**Southern Road & Bridge, LLC**

By:	By:
-----	-----



715 Wesley Avenue • Tarpon Springs, FL 34689  
www.southernrb.com • Direct (727) 940-5395 • Fax (727) 499-7158

February 8, 2023

TO: Mr. Jose A. Vazquez  
Project Manager  
Engineering and Construction  
JAXPORT  
2831 Talleyrand Avenue  
Jacksonville, FL 32206

RE: PCO-002 – Narrative Revised 02.08.23  
Contract No.: C-1588A  
Fin. Proj. No.: N/A  
County: Duval  
Description: TMT Rehabilitate Underdeck Concrete – Phase 4 T2021-02

Dear Mr. Jose Vazquez,

As requested, below is the explanation for the time and money requested in PCO-002. I've also attached a copy of our repair quantity tracking sheet that we used to calculate the remaining Type 1 repair quantity projections.

The estimated total for remaining Type 1 repair quantity projections were calculated by using the average percentage of volume increase from all the Type 1 repairs that have been completed to date. The average percentage of volume increase was established by calculating the volume growth from our Survey Repair Quantities to our Final (Actual) Repair Quantities and then averaging the total. For reference, see items highlighted in **BLUE** on the tracking sheet. The average percentage of volume increase equaled 114%. This growth percentage was then applied to the Survey Repair Quantities for all remaining Type 1 repair locations. The sum of these repair quantity projections equaled 1,678 CF. This calculation was rounded up to 1,700 CF in the PCO-002 request. For reference, see items highlighted in **ORANGE** on the tracking sheet.

SRB previously requested (and Jacksonville Port Authority approved) a time extension of 230 calendar days from our original contract completion date of November 23<sup>rd</sup>, 2022. This extension included an anticipated down time of 96 calendar days for the winter weather conditions. This shutdown period would take place between November 23<sup>rd</sup>, 2022, and February 26<sup>th</sup>, 2023. Mobilization would take place the week of February 27<sup>th</sup>, 2023, through March 5<sup>th</sup>, 2023. Repair operations would begin on March 6<sup>th</sup>, 2023, and finish on July 11<sup>th</sup>, 2023. This gives us a total of 128 calendar days for the completion of the projected Type 1 repair quantities. This time was calculated based on our past production rates for these type of repairs on the project. This time extension request was executed as Change Order 2.

The request made in Change Order 2 included the winter weather conditions ending on February 26, 2023, based on an anticipation that water temperatures would exceed 70 degrees F by that date. Currently, based on USGS data for the St. John's River, we now expect that the water temperatures will allow work to resume on April 1, 2023, which would require an additional 34 days be added.

The new unit price requested for this change order was adjusted to account for the inflation and price increases in the workforce and materials since we originally bid the job in 2021. We would also like to mention that the unused repair quantities for bid item 2B are included in our total repair quantity projections of 1,700 CF. Due to the challenges we faced (water levels, vessel schedule, quantity growth, and as a result - time of year impacts), we could not perform the 500 CF of repairs for bid item 2B last year. Therefore, we are offering a credit for the 500 CF at our contract unit price and have added the quantity into our request to

perform the work in 2023.

Please see cost breakdown listed below for further clarification.

Additive Change order: 1,700 CF (Type 1 repairs) x \$643 (Unit rate) = \$1,093,100

Deductive Credit Original contract bid item 2B: 500 CF (Type 1 repairs) x \$534 (Unit rate) = (\$267,000)

Total Change: \$1,093,100 (Change order) - \$267,000 (Original Contract Bid Item 2B) = \$826,100

Should you have any questions, please do not hesitate to contact me. Thank you kindly for all of your assistance.

Respectfully,

JUAN ANDERSON  
PROJECT MANAGER  
[Janderson@southernrb.com](mailto:Janderson@southernrb.com)

Board of Directors Meeting - AC2023-05-01 Rehabilitate Underdeck Concrete - Phase 4



REPAIR ID	LOCATION		REPAIR TYPE	MEMBER	PLANNED REPAIR QUANTITY				SURVEY REPAIR QUANTITY				FINAL REPAIR QUANTITY				PCO #002						
	BEGIN STA.	END STA.			LENGTH (FT)	WIDTH (FT)	AREA (SF)	ESTIMATED DEPTH (FT)	ESTIMATED CUBIC FOOT	LENGTH (FT)	WIDTH (FT)	AREA (SF)	ESTIMATED DEPTH (FT)	ESTIMATED CUBIC FOOT	LENGTH (FT)	WIDTH (FT)	AREA (SF)	DEPTH (FT)	CUBIC FOOT	DATE REPAIRED	NOTES	Type 1 Repair City Growth %	Remaining Type 1 Repair City Projections in CF
1	48	51	3	PANEL B-C	4	5	20	0.5	10	4	6	24	0.5	12	4	6	24	0.583	13.99	7/16/2021	100% Complete	17%	
2	147	151	1	PANEL B-C	4	5	20	0.5	10	4	6	24	0.5	12	4	6	24	0.583	13.99	7/16/2021	100% Complete	17%	
3	160	161	1	PANEL C-D	1	4	4	0.5	2	4	4	16	0.5	8.00									17.12
NEW-1	165	176	1	PANEL B-C	4	5	20	0.5	10	4	6	24	0.5	12	12	8	96	0.583	55.97	9/30/2021	100% Complete		
4	200	204	1	PANEL B-C	4	5	20	0.5	10	4	5	20	0.5	10	4	5	20	0.583	11.66	7/22/2021	100% Complete		
5	208	213	1	PANEL B-C	5	6	30	0.5	15	5	6	30	0.5	15	5	6	30	0.583	17.49	7/22/2021	100% Complete		
6	217	218	1	PANEL C-D	1	4	4	0.5	2	N/A	N/A	0	0.5	0									
NEW-2	220	228	3	WHARF FACE	4	6	24	0.5	12	8	2	16	0.5	8	8	2	16	0.583	9.33	9/25/2021	100% Complete		
7	225	226	2	PANEL B-C	4	6	24	0.5	12	4	8	32	0.5	16	4	8	32	0.583	36.66	7/23/2021	100% Complete		
8	230	236	1	PANEL B-C	6	15	90	0.5	45	REPAIRED	REPAIRED	0	0.5	0									
9	238	239	1	PANEL C-D	1	4	4	0.5	2	2	7	14	0.5	7.00									14.88
10	245	246	1	PANEL C-D	1	4	4	0.5	2	N/A	N/A	0	0.5	0									
11	222	240	4	FENDER	4	1	4	0.5	2	18	1	18	0.5	9	18	1	18	0.583	10.49	7/9/2021	100% Complete		
NEW-3	271	288	4	FENDER	4	1	4	0.5	2	17	0.583	9.911	1	9.911	17	1	17	0.583	6.91	7/14/2021	100% Complete		
12	263	271	1	PANEL C-D	8	8	64	0.5	32	4	4	16	0.5	8.00									17.12
NEW-4	250	255	1	PANEL B-C	0	0	0	0	0	3	2	6	0.5	3	3	3	9	0.583	5.25	7/21/2021	100% Complete		
NEW-5	275	280	1	PANEL B-C	0	0	0	0	0	3	2	6	0.5	3	3	3	9	0.583	5.25	7/21/2021	100% Complete		
13	287	292	1	PANEL B-C	5	4	20	0.5	10	8	13	104	0.5	52	8	13	104	0.583	60.61	10/29/2021	100% Complete		
NEW-6	304	345	4	FENDER						241	1	241	0.5	120.5									
14	320	328	3	PILE CAP B	8	0.8	6.4	0.5	3.20	N/A	N/A	0	0.5	0									
NEW-7	335	340	1	PANEL B-C	6	4	24	0.5	12	4	24	0.5	12										
NEW-8	390	395	1	PANEL B-C	6	4	24	0.5	12	4	13	52	0.5	26									
15	405	420	4	FENDER	15	1	15	0.5	7.5	15	1	15	0.5	7.5	15	1	15	0.67	10.05	7/14/2021	100% Complete		
NEW-9	423	439.5	4	FENDER						16.5	1	16.5	0.5	8.25									
16	434	445	4	FENDER	4	1	4	0.5	2	11	1	11	0.5	5.5									
NEW-10	440	449	1	PANEL B-C						9	6	54	0.5	27									
NEW-11	440	449	1	PANEL B-C						9	7	63	0.5	31.5									
17	485.5	503	4	FENDER	3	1	3	0.5	1.5	3	1	3	0.5	1.5	3	1	3	0.583	10.70	8/8/2021	100% Complete		
18	515	525	1	PANEL B-C	14	3	42	0.5	21	9	13	117	0.5	58.5									
19	525	534	1	PANEL B-C	3	15	45	0.5	22.5	9	4	36	0.5	18									
20	534	546	4	FENDER	8	2	16	0.5	8	12	8	36	0.5	18									
21	545	558	1	PANEL B-C	12	3	36	0.5	18	12	8	96	0.5	48									
22	580	606.5	4	FENDER	4	1	4	0.5	2	26	1	26	0.5	13									
NEW-12	585	591	1	PANEL B-C						6	8	48	0.5	24									
NEW-13	595	600	1	PANEL B-C	3	10	30	0.5	15	11	10	110	0.5	55									
24	613	628	4	FENDER	4	2	8	0.5	4	15	1	15	0.5	7.5									
25	652	658	4	FENDER	3	2	6	0.5	3	6	1	6	0.5	3									
NEW-14	666	672	4	FENDER						6	1	6	0.5	3									
26	658	661	1	PANEL B-C	3	3	9	0.5	4.5	N/A	N/A	0	0.5	0									
27	670	690	4	FENDER	10	2	20	0.5	10	20	2	40	0.5	20									
28	670	673	1	PANEL B-C	3	4	12	0.5	6	N/A	N/A	0	0.5	0									
29	680	690	1	PANEL C-D	10	2	20	0.5	10	10	4	40	0.5	20									
30	680	700	4	FENDER	7	1	7	0.5	3.5	20	1	20	0.5	10									
31	693	699	1	PANEL B-C	6	5	30	0.5	15	4	4	16	0.5	8.00									
32	714	715	1	PANEL B-C	4	3	12	0.5	6	N/A	N/A	0	0.5	0									
33	722	726	1	PANEL B-C	4	5	20	0.5	10	4	5	20	0.5	10									
34	728	735	1	PANEL B-C	7	4	28	0.5	14	5	6	30	0.5	15									
35	742	759	4	FENDER	10	2	20	0.5	10	17	1	17	0.5	8.5									
36	750	770	3	WHARF	10	4	40	0.5	20	20	2	40	0.5	20									
37	795	826	1	PANEL B-C	25	3.3	82.5	0.5	41.25	10	100	0.5	50										
38	830	823	3	PANEL B-C	3	4	12	0.5	6	4	4	16	0.5	8									128.80
39	825	830	1	PANEL B-C	5	4	20	0.5	10	3	3	9	0.5	4.5									
40	845	860	1	PANEL B-C	15	2.5	37.5	0.5	18.75	8	8	64	0.5	32.00									
41	860	868	1	PANEL B-C	8	2.5	20	0.5	10	9	8	72	0.5	36.00									
42	868	880	4	FENDER	8	4	32	0.5	16	12	1	12	0.5	6									
43	875	889	1	PANEL B-C	14	2.7	37.8	0.5	18.9	14	4	56	0.5	28									
NEW-15	888	888	1	PANEL B-C						2	2	8	0.5	4									
44	897	915	3	WHARF	18	1	18	0.5	9	18	3	54	0.5	27									
45	910	914	1	PANEL B-C	3	2	6	0.5	3	4	4	16	0.5	8.00									
46	917	920	1	PANEL B-C	3	2	6	0.5	3	4	4	16	0.5	8.00									
47	917	921	1	PANEL C-D	3	2	6	0.5	3	4	4	16	0.5	8.00									
48	918	923	3	WHARF	5	1	5	0.5	2.5	0	0	0	0.5	0									
49	930	932	3	WHARF	2	2	4	0.5	2	0	0	0	0.5	0									
50	933	947	4	FENDER	4	1	4	0.5	2	14	1	14	0.5	7									
51	951	955	3	WHARF	4	1	4	0.5	2	0	0	0	0.5	0									
52	955	958	1	PANEL C-D	3	3	9	0.5	4.5	3	3	9	0.5	4.50									
53	950	962	3	PANEL B-C	5	6.5	32.5	0.5	16.25	1													







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

AC-2023-05-02  
Reference No.

\_\_\_\_\_  
File

05/09/2023  
Date

**SUBJECT: Terminal Development for SET - CM at Risk - Early Sitework and Deep Foundations**  
JPA Project No.: B2022.11      JPA Contract No.: AE-1830 CO#1  
JE Dunn Construction Company

**COST: \$18,011,789.00       BUDGETED       NON-BUDGETED**

**BACKGROUND:**

This project consists of furnishing all labor, materials, equipment, and supervision to perform deep foundations and the early sitework, site utilities, and selective demolition required to complete the deep foundation scope of work, on the 89 acres located on Blount Island for AE-1830 Terminal Development for SET.

On Wednesday, March 29, 2023, JE Dunn Construction Inc., Construction Manager at Risk for the AE-1830 Terminal Development for SET solicited bids in accordance with JAXPORT’s Procurement Code, from qualified and licensed contractors for two separate bids packages: 31G - Sitework & Site Utilities and bid package 31D - Pile Foundations. On Friday, April 28, 2023, JE Dunn Construction received one (1) conforming bid from Baker Constructors, Inc. for bid package 31G, and three (3) conforming bids from Menard/EarthTech, LLC, Keller North America, and Berkel & Company Contractors, Inc. for bid package 31D. After a review of the conforming bids, JE Dunn Construction, Inc. has reviewed this work with SET Project Management and JAXPORT Engineering. It is the recommendation of JAXPORT’s Engineering department to award a contract to Baker Constructors, Inc. for the 31G - Sitework & Site Utilities scope of work and Menard/EarthTech, LLC for 31D - Pile Foundations scope of work, both of whom offered the lowest, responsive, and responsible bid for their respected bid packages.

**EXPENSE CATEGORY:**

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

This is a budgeted capital item for FY 23, and will be funded with 50% FDOT funds, and 50% SET funds.

**FINANCIAL:**

Available Budget:	\$ 43,645,043
Proposed Expense:	<u>\$ 18,011,789</u>
Remaining Balance:	\$ 25,633,254

**RECOMMENDATION:**

Management recommends that the Board of Directors approve the issuance of Continuation Project Order No. 1 to JE Dunn Construction Company in the amount of \$18,011,789.00 for Terminal Development at SET – CM at Risk, early sitework and deep foundations. The total contract cost to include Continuation Project Order No. 1 is \$18,711,789.00.

AC-2023-05-02

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: JE Dunn Construction Company Continuation Project Order No. 1 Request Dated 05/04/2023

**ORIGINATED BY:**

**SUBMITTED FOR APPROVAL**

Kelsey Cox  
Kelsey Cox (May 9, 2023 16:35 EDT)  
Kelsey Cox, Sr. Director, Engineering & Construction

Lisa Gee  
Lisa Gee (May 10, 2023 10:04 EDT)  
Lisa Gee, Director, Procurement Services

**AWARDS COMMITTEE ACTION**

APPROVED

**APPROVED/REJECTED/DEFERRED**

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

Retta Rogers  
Retta Rogers (May 11, 2023 10:22 EDT)  
Retta Rogers, Secretary to Awards Committee

Mike McClung  
Mike McClung (May 11, 2023 10:37 EDT)  
Beth McCague, Interim Chair to Awards Committee

**CHIEF EXECUTIVE OFFICER ACTION**

APPROVED

**APPROVED/REJECTED/DEFERRED**

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

Eric B. Green  
Eric B. Green (May 11, 2023 10:41 EDT)  
Eric B. Green, Chief Executive Officer

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Rebecca Dicks, Corporate Secretary

**BOARD DECISION**

**APPROVED/REJECTED/DEFERRED**

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Secretary

C.P.O.# 4868-01



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

**CAPITAL PURCHASE ORDER**

**VENDOR:** JE Dunn Construction #15379      **CONTRACT NO:** AE-1830-01

**ADDRESS:** 24 Drayton Street, Suite 400      **REQUESTING DEPT:** Engineering  
Savannah, GA 31401      **JAXPORT TELEPHONE:** (904)357-3082  
Scott Bodden, Project Manager      **JAXPORT CONTACT:** Kelsey Cox

**TELEPHONE/FAX:** scott.bodden@jedunn.com      **G/L ACCT. #:** 003.2050.AE-1830.B2022.11

<b>DESCRIPTION</b>	
<b>Continuation Project Order No. 1 to CPO 4868</b>	
Provide all labor, materials, equipment and supervision to perform deep foundations and the early sitework, site utilities, and selective demolition required to complete the deep foundation scope of work, on the 89 acres located at BIMT. Terms and Conditions are in accordance with contract AE-1830. (See GMP Package No. 1 Early Sitework & Deep Foundations dated 05/04/2023 attached).	
<b>TOTAL EARLY SITEWORK AND DEEP FOUNDATIONS: \$ 18,011,789.00</b>	
<b>*Current Contract Value to include Continuation Project Order No. 1 is \$18,711,789.00</b>	
<b>COO APPROVAL:</b> <u>James G. Bennett, PE</u> <small>James G. Bennett, PE (May 11, 2023 10:08 EDT)</small>	<b>AUTHORIZED COST: \$ 18,011,789.00</b>

**REQUESTED BY:** Kelsey Cox  
Kelsey Cox (May 9, 2023 16:35 EDT)

**ENGINEERING APPROVAL:** Kelsey Cox  
Kelsey Cox (May 9, 2023 16:35 EDT)

**PROCUREMENT APPROVAL:** Lisa Gee  
Lisa Gee (May 10, 2023 10:04 EDT)

**CHIEF EXECUTIVE OFFICER:** Eric B. Green  
Eric B. Green (May 11, 2023 10:41 EDT)



www.jedunn.com

Lisa Gee  
Director, Procurement Services  
Jacksonville Port Authority  
2831 Talleyrand Ave.  
Jacksonville, Florida 32206

RE: AE-1830 Terminal Development for SE Toyota  
SE Toyota – Blount Island Automotive Distribution Facility  
GMP – Package #01 – Early Sitework & Deep Foundations

Ms. Gee,

JE Dunn Construction Company is pleased to provide pricing for GMP Package #01, for the AE-1830 Terminal Development for SE Toyota (“SET”).

The scope of services for this proposal includes Deep foundations and the Early Sitework, Site Utilities, Selective Demolition required to complete this work, as detailed in Appendix A. It is important to note that while most of the scope is well defined in the Contract Documents, there were portions of work that are undefined or unknown at this time. In an effort to provide a complete GMP price, JE Dunn has included this undefined work in our estimate as allowances, which are called out separately in Appendix A. In addition to the cost of work items mentioned above, the GMP Package #01 estimate also includes eight (8) months of General Conditions and General Requirements, as well as JE Dunn’s markups for business license, permit(s), insurances, and contractor’s fee, as allowable by the Prime Contract.

**Total for GMP Package #01.....\$18,011,789.00**

*\* GMP Package #01 – Trade Summary and Detail, attached herein*

*\* GMP Package #01 – Qualifications and Clarifications, attached in Appendix A*

*\* GMP Package #01 – Contract Document and Specification Log, attached in Appendix A-1*

Should you have any question, please do not hesitate to contact me at 678-781-2548

Sincerely,

JE DUNN CONSTRUCTION

Scott Bodden, Project Executive





*GMP Package #01*

APPENDIX - A  
QUALIFICATIONS & CLARIFICATIONS

**SE TOYOTA – BLOUNT ISLAND ACCESSORY & OPERATIONS SUPPORT  
BUILDINGS  
JACKSONVILLE, FL**

For GMP Package #01 Dated

05/04/2023

## TABLE OF CONTENTS

00A – GENERAL CONDITIONS .....	3
00B – ALLOWANCES.....	3
00C – UNIT RATES .....	3
00D – INSURANCES, PERMITS, & FEES .....	4
01 – SITework, SITE UTILITIES, & SELECTIVE DEMOLITION.....	3
02 – DEEP FOUNDATIONS .....	5



**00A – GENERAL CONDITIONS**

1. This estimate is based on the documents listed in Appendix A-1, dated 4/25/2023, attached herein.
2. We have included eight (8) months of General Conditions and General Requirements for the completion of this first GMP Package.
3. JE Dunn’s proposal does not include time or costs for impacts that may arise from an epidemic or pandemic (including the COVID-19 pandemic), including, but not limited to, potential interruptions to supply chains, price escalations, unavailability of work force, acts of government or other authorities having jurisdiction affecting performance, additional safety or protective measures to protect the workforce, virus related cleaning or sanitation of the jobsite, or other issues impacting JE Dunn’s proposal for this Project. JE Dunn reserves its right to an adjustment in the event of such time and cost impacts.
4. Our price does not include any fees associated with acquiring necessary electronic drawing files (CAD and or BIM) that we will need to expedite shop drawing and estimating work. We will need access to this information throughout the project. These costs, if any, should be carried by the Owner.
5. JE Dunn specifically excludes the responsibility to ascertain that the contract documents are in accordance with laws, statutes, etc., and exclude any costs related to the lack of design compliance of the contract documents prepared by others.
6. We have not included tap, impact, connection, system demand, capacity or meter fees for the project sewer, water, or electrical utilities.
7. All testing & special inspections are to be provided and paid for by the Owner and will be coordinated by the General Contractor, including NPDES monitoring.
8. All furniture/furnishings/equipment that are not specifically identified in this document are excluded.
9. We have not included any certification fees, 3<sup>rd</sup> party reviews, registration charges, testing, 3<sup>rd</sup> party inspection costs or consultant fees associated with LEED, NGBS or Energy Star certifications.
10. Our pricing excludes tariffs, import and export duties and similar charges not in effect on the date of this agreement. The Owner is responsible for all and shall issue a change order for increased costs due to such new or increased tariffs, duties, and similar charges.

**00B – ALLOWANCES**

1. We have included an allowance of \$2,533,603.00 for thirty-six inches (36”) of crushed stone material, for the Load Transfer Platform for the foundation system, at a unit rate of \$43/ton.
2. We have included an allowance of \$60,000.00 for the removal of 2,500 CYD in unsuitable spoils, generated from the installation of the foundation system, at a unit rate of \$24/CYD.
3. We have included an allowance of \$300,000.00 for 625 CYDs of grout overage/waste, at a unit rate of \$480/CYD.
4. We have included an allowance of \$30,000.00 for fifteen (15) additional CMC foundations, at a unit rate of \$2,000/CMC Pile.

**00C – UNIT RATES (exclusive of JE Dunn markups and fee)**

1. Crush Stone Material (LTP).....\$43/TON
2. Remove unsuitable soils (stockpiled by others).....\$24/CYD
3. Remove unsuitable soils & replace with suitable soils from onsite.....\$29/CYD
4. Remove unsuitable soils & replace with suitable soils from offsite.....\$50/CYD
5. Spread spoils onsite (stockpiled by others).....\$8.50/CYD

6. Excess grout.....	\$480/CYD
7. Additional CMC Pile (75' depth).....	\$2,000/EA
8. Additional DIP Pile (75' depth).....	\$4,200/EA
9. Additional Pile Depth (CMCs).....	\$25/LF(ADD) / \$7/LF (DEDUCT)
10. Additional Pile Depth (DIPs).....	\$56/LF(ADD) / \$20/LF (DEDUCT)
11. Additional Load Test.....	\$25,000.00/EA

**00D – INSURANCES, PERMITS, AND FEES**

1. We have included the cost for a Foundation Permit.
2. We have included Builder’s Risk Insurance at a rate of 2%. If the Owner plans on providing Builders Risk Insurance, JED will need to review and ensure standards are met. JED standards can be provided upon request.
3. General Liability & Workers Compensation Insurance is included at a rate of 1.98% of the total contract sum.
4. We have included Subcontractor Bonds at a rate of 1.50% of the total contract sum.
5. We have included Business License.
6. We have included a Construction Contingency at a rate of 2.00% of the contract value.
7. We have included a General Contractor’s Fee and it shall be billed to the project at a rate of 4.50% based on the contract value and subsequent contract value based on change orders. Fee will not be given back on deductive change orders.
8. Our pricing excludes the following:
  - a) Owner’s Protective Liability Insurance.
  - b) General Contractor’s Payment & Performance Bonds.
  - c) Excess Liability Insurance.
  - d) We have not included Architectural, Civil, Structural, or Engineering design fees.
  - e) Cost of Special Inspections (By Owner)
  - f) Escalation
  - g) Design Contingency
  - h) Owner Contingency
  - i) Impact/Tap/Meter/Development fees
  - j) Utility fees

**01 – SITEWORK, SITE UTILITIES & SELECTIVE DEMOLITION**

1. Vibration monitoring is not included in our estimate.
2. We have included silt fence around the entire perimeter of the site.
3. We have included compliant Best Management Practices (BMP's) at drainage inlets as required.
4. We have excluded SWPPP Inspections & Reporting. It is assumed this will be done by a 3rd party inspector hired by the Owner. Additionally, this includes any NPDES monitoring that may be required.
5. We have included the removal of 775 LF of chain link fence.
6. We have included removal of the existing site utilities as shown on the Contract Documents.
7. We have included the removal of nine (9) high mast poles and foundations.
8. We have included the removal of three (3) grease traps.
9. We have included the removal of 10,210 LF of the existing underdrain.

10. We have not included the removal of any unknown or unforeseen materials/obstructions below grade, other than what is indicated on the drawings.
11. We have not included any cost for hazardous material abatement and/or contaminated soils.
12. Any remediation / removal of unsuitable soil is not included in our budget, unless otherwise stated.
13. We have not included any haul-off of spoils. It is anticipated all spoils will be spread on site.
14. We have included dewatering as necessary to complete the deep foundation scope of work.
15. We have included storm drainage per the Contract Documents.
16. We have included rerouting 2,550 LF of existing site underdrainage work per the Contract Documents.
17. We have included sanitary per the Contract Documents.
18. We have included temporary water service as required for the Deep Foundation Work and JE Dunn's temporary construction office.
19. We have not included the tying in the downspouts from the Accessories and Operations Buildings.
20. We have not included site fire line work.
21. We have not included domestic water work.

## 02 – DEEP FOUNDATIONS

1. Vibration monitoring is not included in our estimate.
2. Design of this system will include signed and sealed documents by a registered design professional in the State of Florida.
3. Final unfactored column, wall, and slab loads are required for a complete design of this system.
4. We have included a combination of controlled modulus columns (CMCs) and ductile iron pipes (DIPs) at the Accessories Building.
5. We have included a combination of controlled modulus columns (CMCs) and ductile iron pipes (DIPs) at the Operations Building.
6. We have included controlled modulus columns (CMCs) only at the Bedliner Building.
7. We have included one (1) load test for each foundation system.
8. Support for the slab on grade is included at a maximum live load up to 325 psf.
9. Continuous strip footings require support with loads ranging from 2.7 to 6.2 kips/ft
10. Up to 6 ksf bearing capacity required for spread footing foundations.
11. Cut off is included up to six inches (6") below bottom of footing or up to 4' below surface, whichever is shallower.

**SOUTHEAST TOYOTA - JAXPORT FACILITY**

APRIL 25th, 2023

**EXHIBIT A-1 - DRAWINGS AND SPECIFICATION LOG**

GMP Package #01

DRAWING SHEET NO.	DRAWING NAME	DOCUMENT DATE	ADDENDUM	NOTES
<b>VOLUME 1 OF 1</b>				
<b>TABLE OF CONTENTS</b>				
<b><u>CIVIL</u></b>				
<b><u>2023.02.17 - Schematic Drainage and Utility</u></b>				
3	MASTER SITE PLAN	Aug-2022		
4D	DEMOLITION PLAN	Aug-2022		
4G	DEMOLITION PLAN	Aug-2022		
4H	DEMOLITION PLAN	Aug-2022		
4I	DEMOLITION PLAN	Aug-2022		
4J	DEMOLITION PLAN	Aug-2022		
4K	DEMOLITION PLAN	Aug-2022		
4L	DEMOLITION PLAN	Aug-2022		
8C	PAVING AND DRAINAGE PLAN	Aug-2022		
8D	PAVING AND DRAINAGE PLAN	Aug-2022		
8E	PAVING AND DRAINAGE PLAN	Aug-2022		
8F	PAVING AND DRAINAGE PLAN	Aug-2022		
8G	PAVING AND DRAINAGE PLAN	Aug-2022		
8H	PAVING AND DRAINAGE PLAN	Aug-2022		
8I	PAVING AND DRAINAGE PLAN	Aug-2022		
8J	PAVING AND DRAINAGE PLAN	Aug-2022		
8K	PAVING AND DRAINAGE PLAN	Aug-2022		
8L	PAVING AND DRAINAGE PLAN	Aug-2022		
10	MASTER WATER AND SEWER PLAN	Aug-2022		
11C	WATER AND SEWER PLAN	Aug-2022		
11D	WATER AND SEWER PLAN	Aug-2022		
11E	WATER AND SEWER PLAN	Aug-2022		
11F	WATER AND SEWER PLAN	Aug-2022		
11G	WATER AND SEWER PLAN	Aug-2022		
11H	WATER AND SEWER PLAN	Aug-2022		
11I	WATER AND SEWER PLAN	Aug-2022		
11J	WATER AND SEWER PLAN	Aug-2022		
11K	WATER AND SEWER PLAN	Aug-2022		
11L	WATER AND SEWER PLAN	Aug-2022		
<b><u>STRUCTURAL</u></b>				
<b><u>SET Accessory Bldg - Preliminary Foundation Loads, Rev 2023-04-18</u></b>				
SF-001	PRELIMINARY FOUNDATION LOADING - NORTH	2/16/2023		Revised in Addendum 2
SF-002	PRELIMINARY FOUNDATION LOADING - SOUTH	2/16/2023		Revised in Addendum 2
SF-003	PRELIMINARY FOUNDATION LOADING - OFFICE	2/16/2023		Revised in Addendum 2
SF-004	PRELIMINARY FOUNDATION LOADING - OPERATIONS SUPPORT	2/16/2023		Revised in Addendum 2
<b><u>ADDITIONAL INFORMATION</u></b>				
<b><u>Additional Documents</u></b>				
	22-151 - Pavement Treatments			Addendum 1
	SET Blount Island Pavement Assessment			Addendum 1
	Pictures Map			Addendum 1
A1.01	Appendix Z1 - Marked Up Scope of Work Plan	2/16/2023		Addendum 2
	Preliminary Building Loads for Additional Buildings			Addendum 2
	SE Toyota Jaxport Bidder Questions			Addendum 2
	SE Toyota Jaxport Bidder Questions No. 2			Addendum 3
	SE Toyota Jaxport - Underdrain Exhibit			Addendum 3
<b><u>Existing Surveys</u></b>				
	22034-SE TOYOTA ALTA BOUNDARY 2022 REV2-05-26-22	5/26/2022		
	22034-SE TOYOTA TOPO REV2-S.U.E SURVEY 2022	9/16/2022		
	JACKSONVILLE PROJECT			PDF Version
	JACKSONVILLE PROJECT 2			PDF Version
	Survey Overlays - Existing Piles & New Building			Addendum 2
<b><u>CAD Files</u></b>				
	ACAD-U-BASE-22-151.dwg			
	22034-SE TOYOTA ALTA BOUNDARY 2022.dwg			
	22034-SE TOYOTA S.U.E.dwg			
	22034-SE TOYOTA TOPO REV2.dwg			
	ACAD-DEMO-22-151.dwg			Addendum 1
	ACAD-PD-22-151.dwg			Addendum 1
	ACAD-WS-22-151.dwg			Addendum 1
<b>END OF DOCUMENT</b>				

<b>SOUTHEAST TOYOTA - JAXPORT FACILITY</b>			
MARCH 27th, 2023			
<b>EXHIBIT A-1 - DRAWINGS AND SPECIFICATION LOG</b>			
GMP Package #01			
DOCUMENT NO.	DOCUMENT NAME	DOCUMENT DATE	NOTES
PROJECT MANUAL VOLUME 1 OF 1			
<b>TABLE OF CONTENTS</b>			
<i>No Current Specifications</i>			
<b>END OF DOCUMENT</b>			

**JE Dunn Construction Inc.**  
**Project #:23012000**  
**Auto Processing Facility Development - Southeast Toyota JAXPORT Facility**  
**BID OPENING: Early Sitework (GMP 1)**

**BID OPENING DATE & TIME:** April 28, 2023 @ 2:00 PM  
**Note: 3 Addendums were issued on this project**

**Virtual Pre-Bid (Mandatory):** Tuesday, April 4, 2023  
**Site Visit (Mandatory):** Tuesday, April 11, 2023

BIDDERS	Bid Form Signed (Y/N)	Addendum Acknowledged (Y/N)	Scope of Work Pages Initialed (Y/N)	Prequalification Form Signed (Y/N)	TOTAL BASE BID (LUMP SUM)
Baker Constructors, Inc. 1275 County Road 210 W St. Johns, FL 32259	Y	Y	Y	Y	\$ 3,259,000.00

**Tabulation Performed By:** Alec Arand

**Recorded By:** Barry Fransen

**Witness:** Patrick Redman

**Certified By:** \_\_\_\_\_



**JE Dunn Construction Inc.**

**Project #:23012000**

**Auto Processing Facility Development - Southeast Toyota JAXPORT Facility**

**BID OPENING: Pile Foundations (GMP 1)**

**BID OPENING DATE & TIME:** April 28, 2023 @ 2:00 PM

**Virtual Pre-Bid (Mandatory):** Tuesday, April 4, 2023

Note: 3 Addendums were issued on this project

**Site Visit (Mandatory):** Tuesday, April 11, 2023

BIDDERS	Bid Form Signed (Y/N)	Addendum Acknowledged (Y/N)	Scope of Work Pages Initialed (Y/N)	Prequalification Form Signed (Y/N)	TOTAL BASE BID (LUMP SUM)
Menard/EarthTech, LLC 14502 N. Dale Mabry Hwy, Ste 303 Tampa, FL 33618	Y	Y	Y	Y	\$ 7,161,043.00
Keller North America 3461 W. Waters Ave. Suite 900 Tampa, FL 33634	Y	Y	Y	Y	\$ 8,890,000.00
Berkel & Company Contractors, Inc. 3702 Rogers Industrial Park Road Okahumpka, FL 34762	Y	Y	Y	Y	\$ 10,648,716.00

**Tabulation Performed By:** Alec Arand

**Recorded By:** Barry Fransen

**Witness:** Patrick Redman

**Certified By:** \_\_\_\_\_

## Jeff Gazaway

---

**From:** WIKSTEN Jon <jwiksten@earthtech.com>  
**Sent:** Thursday, May 4, 2023 11:43 AM  
**To:** Jeff Gazaway; KHOURI Bud  
**Cc:** PASCAL Maysill; Charles Thomas; Barry Fransen  
**Subject:** RE: SET - JAXPORT

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

### This Message Is From an External Sender

This message came from outside your organization.

Jeff,

Please see responses to your requests below.

- Combo CMCs/DIPs at Accessory – ALREADY SHOWN
- Combo CMCs/DIPs at Operation – PROVIDE PRICE **Add \$59,600 to use DIPs at the 6 column locations.**
- Combo CMCs/DIPs at Bedliner – PROVIDE PRICE **No known columns in Bedliner Building**

Alternates then would include the following:

- Credit for All CMCs at Accessory – ALREADY SHOWN
- Credit for All CMCs at Operation – PROVIDE PRICE **Already provided in all CMC price**
- Credit for All CMCs at Bedliner – PROVIDE PRICE **Already provided in all CMC price**

Thanks for the call in addition, please confirm the following:

- Estimated quantity of grout base bid **The quantity of grout that is assumed for this job is with a 10% overage to cover waste and overages in installation is 7,800 cubic yards.**
- Estimated quantity of grout – 20% overage **Due to this job site subsurface conditions we have included an additional 10% overage for excessive grout takes. With that we have a total of 8,500 cubic yards.**
- **The overages over the 8,500 cubic yards is what the Owner is responsible for.**

Another comment that came up in our Owner review is why the add/deduct for additional pile depth is not the same. Help me understand what’s going on here if these aren’t premanufactured piles and the grout is being produced as needed. Its not like we are ordering timber piles were we would have “waste”. Just need help explaining this to the Owner. **It’s as simple as this we bid this job as a Lump Sum project with add for overages. The only deduct is the material cost only, we still have the same crew and equipment on site ready to do the same work.**




**Jon Wiksten**  
Director of Operations





Corporate Office 2620 Hunt Road, Land O Lakes, FL 34638  
Office (813) 909-8000  
Cell (727) 365-4870  
E-mail [jwiksten@earthtech.com](mailto:jwiksten@earthtech.com)

Connect with us!

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[\[menardgroupusa.com\]](http://menardgroupusa.com)  
[\[linkedin.com\]](http://linkedin.com)  
[\[youtube.com\]](http://youtube.com)

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**From:** Jeff Gazaway <Jeff.Gazaway@jedunn.com>  
**Sent:** Wednesday, May 3, 2023 4:05 PM  
**To:** KHOURI Bud <bkhouri@earthtech.com>  
**Cc:** WIKSTEN Jon <jwiksten@earthtech.com>; PASCAL Maysill <MPascal@menardusa.com>; Charles Thomas <Charles.Thomas@jedunn.com>; Barry Fransen <Barry.Fransen@jedunn.com>  
**Subject:** RE: SET - JAXPORT

[VIGILANCE]: courriel externe | external e-mail | correo electronico externo.

Jon,

Thanks for the call in addition, please confirm the following:

- Estimated quantity of grout base bid
- Estimated quantity of grout – 20% overage

Another comment that came up in our Owner review is why the add/deduct for additional pile depth is not the same. Help me understand what's going on here if these aren't premanufactured piles and the grout is being produced as needed. Its not like we are ordering timber piles were we would have "waste". Just need help explaining this to the Owner.

Thanks!

**Jeffrey Gazaway** | Sr. Project Manager

**JE Dunn Construction Company**

24 Drayton Street, Ste. 400, Savannah, GA 31401 | [www.jedunn.com](http://www.jedunn.com)

direct 912.373.6950 | mobile 912.755.0856 | [Jeffrey.Gazaway@jedunn.com](mailto:Jeffrey.Gazaway@jedunn.com)

[linkedin \[linkedin.com\]](http://linkedin.com) | [facebook \[facebook.com\]](http://facebook.com) | [twitter \[twitter.com\]](http://twitter.com) | [youtube \[youtube.com\]](http://youtube.com) | [join our team](#)

[\[career8.successfactors.com\]](http://career8.successfactors.com)



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**From:** Jeff Gazaway  
**Sent:** Wednesday, May 3, 2023 3:15 PM  
**To:** KHOURI Bud <[bkhour@earthtech.com](mailto:bkhour@earthtech.com)>  
**Cc:** WIKSTEN Jon <[jwiksten@earthtech.com](mailto:jwiksten@earthtech.com)>; PASCAL Maysill <[MPascal@menardusa.com](mailto:MPascal@menardusa.com)>; Charles Thomas <[Charles.Thomas@jedunn.com](mailto:Charles.Thomas@jedunn.com)>; Barry Fransen <[Barry.Fransen@jedunn.com](mailto:Barry.Fransen@jedunn.com)>  
**Subject:** SET - JAXPORT

Bud,

Thanks for taking my call. As discussed, please revise your base bid to include the following:

**NOTE: We discussed that this was needed by noon tomorrow**

- Combo CMCs/DIPs at Accessory – ALREADY SHOWN
- Combo CMCs/DIPs at Operation – PROVIDE PRICE
- Combo CMCs/DIPs at Bedliner – PROVIDE PRICE

Alternates then would include the following:

- Credit for All CMCs at Accessory – ALREADY SHOWN
- Credit for All CMCs at Operation – PROVIDE PRICE
- Credit for All CMCs at Bedliner – PROVIDE PRICE

**Jeffrey Gazaway** | Sr. Project Manager

**JE Dunn Construction Company**

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direct 912.373.6950 | mobile 912.755.0856 | [Jeffrey.Gazaway@jedunn.com](mailto:Jeffrey.Gazaway@jedunn.com)

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Date 5/12/2023 10:43 AM

TradeSummary

Page 1

SE Toyota Blount Is.  
 Jacksonville, FL  
 April 12, 2023  
 GMP Package #01 - Early Sitework & Deep Foundations



366,859 SF

Scope Num	Cost Code	Description	GMP 1 Package	Comments
100A	01 00 00	General Conditions	2,133,727	Eight (8) Months GCs
100A	01 10 00	General Requirements	255,425	Eight (8) Months GRs
01I	01 74 23	Final Clean		
03C	03 00 00	Concrete Foundations & Tilt		
03A	03 00 10	Load Transfer Platform	2,533,603	Allowance
03J	03 35 00	Concrete Finishing		
04A	04 20 00	Masonry		
05A	05 12 00	Structural & Misc Steel		
05E	05 45 00	Unistrut Assemblies		
06D	06 10 10	Rough Carpentry		
06E	06 20 00	Finish Carpentry		
07C	07 24 00	Stucco and EIFS		
07F	07 46 00	Cement Fiber Panels		
07G	07 50 00	Roofing		
07I.1	07 90 00	Dampproofing & Waterproofing		
08A	08 10 00	Doors, Frames and Hardware		
08E	08 30 00	Overhead Doors		
08G	08 40 00	Entrances, Storefronts, and Curtain Walls		
09K	09 00 00	Misc Interior Finishes		
09A	09 20 00	Plaster and Gypsum Board		
09C	09 30 00	Tiling		
09H	09 60 00	Flooring		
09B	09 90 00	Painting And Coating		
10A.1	10 00 00	Specialties		
10A	10 10 00	Information Specialties		
10G	10 14 00	Signage		
10D	10 26 00	Fiber Reinforced Panels (FRP)		
10P	10 28 00	Toilet Partitions & Accessories		
10I	10 40 00	Safety Specialties		
10H	10 51 00	Lockers & Benches		
10J	10 73 00	Awnings and Canopies		
10A.1	11 00 00	Car Wash Equipment		
11P	11 00 01	Fuel Pump Equipment & Tanks		
11A	11 13 00	Loading Dock Equipment		
11C	11 40 00	Food Service Equipment		
12C	12 20 00	Window Treatments		
13B	13 34 00	PEMB		
14A	14 20 00	Elevators		
21A	21 00 00	Fire Suppression		
22A	22 00 00	Plumbing		
23A	23 00 00	HVAC		
26A	26 00 00	Electrical		
31G	31 20 00	Earthwork	1,477,702	Baker's Sub Quote + Allowance
31G	31 31 00	Soil Poisoning		
31G	31 32 00	Under Drains	329,118	Baker's Sub Quote
31E	31 63 00	Deep Foundations	7,550,643	Earth Tech's Sub Quote + Added Dips + Allowances
32A	32 12 00	Asphalt Paving		
32B	32 13 00	Site Concrete		
32C	32 17 23	Pavement Markings		
32H	32 31 00	Fences, Gates & Bollards		
32I	32 32 00	Site Retaining Walls		
32G	32 90 00	Planting		
33A	33 00 00	Site Utilities	1,519,681	Baker's Sub Quote

Subtotal		15,799,898
Insurance	Insurance	716,858
BldgPermit	Building Permit	144,094
SubDefault	Sub Default Program Rate	226,623
OtherPBI	Business License	1,621
OtherPBI2	Dunn Dashboard	18,012
Cont	Construction Contingency	335,260
Fee	Fee	769,424
Subtotal		18,011,789
DFR	Preconstruction	0
Esc	Escalation to 4th Qtr 2023	0

**Total** **\$18,011,789**

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J:\DesignPhaseServices\01Precon\Savannah\19Manufacturing\2023\23012000 SE Toyota Jax Port\23, 05-09- ERBP SITEWORK & FOUNDATIONS\1 - Meeting Booklet\GMP Package #01 - Trade Summary

Date 5/12/2023 10:44 AM

Site

Page 1

**SE Toyota Blount Is.  
Jacksonville, FL  
April 12, 2023**  
Design Development Estimate



**Sitework**

Item	Description		Cost
1	General Conditions	13.9%	2,389,151
2	General Requirements		0
3	Excavation and Grading		1,477,702
4	Deep Foundations / Ground Improvements		10,084,246
5	Asphalt Paving & Site Concrete		0
6	Site Structures		0
7	Fencing		0
8	Specialty Paving		0
9	Signage and Striping		0
10	Site Specialties		0
11	Site Utilities		1,519,681
12	Storm Drainage Systems		329,118
13	Fire Protection		0
14	Landscaping and Irrigation		0
15	Electrical		0
	Subtotal		15,799,898
	BondsInsurance	4.11%	963,114
	Design & Estimate Contingency	0.00%	0
	Building Permit	0.80%	144,094
	Construction Contingency	2.00%	335,260
	Escalation to 4th Qtr 2023	0.00%	0
	Design Fees & Reimbursables	0.00%	0
	Fee	4.50%	769,424
	<b>Total</b>		<b>\$18,011,789</b>

Number of Cars                    12,000 EA  
 Area per Car                        300 SF  
 Cost per Car                         \$1,501

Date 5/12/2023 10:44 AM

Site

Page 2

Item	Description	Unit	Quantity	Price	Amount	QuantF
<b>3 Excavation and Grading</b>						
31 20 00	Mobilization\Survey Sub Quote	LS	1.00	363,500	363,500	
31 20 00	Site & Utility Demolition Sub Quote	LS	1.00	621,019	621,019	
31 20 00	Excavation\Grading Sub Quote	LS	1.00	327,022	327,022	
31 20 00	Erosion Control Sub Quote	LS	1.00	98,661	98,661	
31 20 00	Remove Unsuitable Soils\Foundations Allowance	CY	2,500	24.00	60,000	Allowance
31 20 00	Concrete Washdown Allowance	EA	1	7,500	7,500	Allowance
Total					1,477,702	
<b>4 Deep Foundations / Ground Improvements</b>						
31 63 00	Rigid Inclusions Sub Quote	LS	1	7,161,043	7,161,043	
31 63 00	Added Dips at Ops Building Sub Quote	LS	1	59,600	59,600	
31 63 00	Grout Overage Allowance	CY	625	480.00	300,000	Allowance
31 63 00	Additional CMC\Pile Allowance	EA	15	2,000	30,000	Allowance
03 00 10	3/4" Crushed Rock at SOG Allowance	TN	58,921	43.00	2,533,603	Allowance
Total					10,084,246	
<b>5 Asphalt Paving &amp; Site Concrete</b>						
Total					0	
<b>6 Site Structures</b>						
Total					0	
<b>7 Fencing</b>						
Total					0	

Date 5/12/2023 10:44 AM

Site

Page 3

Item	Description	Unit	Quantity	Price	Amount	QuantF
<b>8 Specialty Paving</b>						
Total					0	
<b>9 Signage and Striping</b>						
Total					0	
<b>10 Site Specialties</b>						
Total					0	
<b>11 Site Utilities</b>						
33 00 00	Sanitary Sub Quote	LS	1	419,540	419,540	
33 00 00	Temp. Water Sub Quote	LS	1	10,150	10,150	
Total					429,690	
<b>12 Storm Drainage Systems</b>						
31 32 00	6" Underdrains Sub Quote	LS	1	329,118	329,118	
33 00 00	Storm Drainage Sub Quote	LS	1	1,089,991	1,089,991	
Total					1,419,109	
<b>13 Fire Protection</b>						
Total					0	

Date 5/12/2023 10:44 AM

Site

Page 4

Item	Description	Unit	Quantity	Price	Amount	QuantF
<b>14</b>	<b>Landscaping and Irrigation</b>					
			Total		0	
<b>15</b>	<b>Electrical</b>					
			Total		0	

Board of Directors Meeting - R2023-05-02 Engineering and Construction Update

KEY CAPITAL PROJECTS

No.	Contract Number	Project Description	Vendor	Scope	Original Contract Amt. (\$)	Approved Change Orders To Date	Total Contract as Amended	Payments to Date	Work Remaining To Invoice	Proposed Change Orders (PCO's)	Remarks
1	AE-1436D	Rehabilitate Wharfs 33 & 34	HDR Eng., Inc.	Engineering Services During Construction BIMT Wharf Reconstruction Phase II	\$1,813,479	\$1,314,400 Last CO #04 01/06/2023	\$3,127,879	\$3,069,029	\$58,850	\$0	HDR awarded contract for Services During Construction. HDR reviewed and made recommendations on change order requests submitted by Manson Construction.
	C-1436C		Manson Construction	BIMT Wharf Rehabilitation Phase II	\$51,021,172	\$603,915 Last CO #11 09/19/2022	\$51,625,087	\$49,587,226	\$2,037,861	\$1,006,406	Manson Construction Co was awarded the construction contract to build Phase 2A and 2B on BIMT wharf. Construction NTP was issued on December 3, 2018. Contract completion date is February 6, 2021. Manson has completed construction of the berth. Substantial completion was June 16, 2022. Manson has submitted their final change orders for review and final claim. JAXPORT is reviewing and negotiating change orders with Manson.
2	MC-1611A	Pile Cap & Beam Rehab TMT	Underwater Mechanix, Inc	Facilities Wide Underwater Pile Cleaning	\$877,182	\$0	\$877,182	\$0	\$877,182	\$0	UMX was awarded the contract to clean piles at TMT Berth 6. NTP issued as of April, 17, 2023.
	AE-1780		JACOBS Engineering Group	Engineering Inspection & Design Services Pile Jacket Repairs Berth 5	\$143,950	\$15,119 Last CO #01 03/13/23	\$159,069	\$159,058	\$11	\$0	JACOBS has completed their design, and project is being advertised to receive bids on May 24, 2023.
	AE-1780A		JACOBS Engineering Group	Engineering Inspection & Design Services Pile Jacket Repairs Berth 6	\$146,954		\$146,954	\$0	\$146,954	\$0	JACOBS was awarded the inspection/design contract for TMT Berth 6 piles repairs. JACOBS will inspect all piles cleaned by UMX in contract MC-1611A.
	AE-1588B	Rehabilitate Underdeck Concrete Phase 4	C&ES Construction & Engineering	Engineering & Inspection Services for Rehabilitate Underdeck Concrete Phase 4				\$20,959	\$31,481		C&ES has been awarded the contract to inspect the underdeck repairs for Phase 4 at TMT.
	C-1588A		Southern Road & Bridge LLC	Rehabilitate Underdeck Concrete Phase 4	\$2,143,244	\$61,776 Last CO #02 11/29/22	\$2,205,020	\$1,791,127	\$413,893	\$826,100	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 demobilized for the winter. SR&B remobilized and resumed work in April.
4	AE-1742	Bartram Island Cell C Expansion Design/Permitting	Taylor Engineering, Inc.	Bartram Island DMMA Cell C Concept Development Design & Permitting	\$854,134	\$891,339 Last CO #06 02/14/22	\$1,745,473	\$1,331,584	\$413,889	\$0	Taylor Engineering is providing Services During Construction and making site visits to confirm compliance with contract documents.
	C-1795		Branche Diversified Inc.	DMMA Cell C Restoration & Capacity	\$7,775,000	\$0	\$7,775,000	\$4,061,313	\$3,713,687	\$0	Branche Diversified was awarded the contract to expand Cell C at Bartram Island. The Notice to Proceed was issued on February 24, 2022. Branche Diversified is 55% complete with the project. Branche Diversified is segregating good material in Cell C to raise the dike walls and confirming the final quantity of materials required to raise the cell wall.
5	AE-1772	Container Terminal Upgrades - SSA	AECOM Technical Services	Program Management & Inspection Svcs for C-1772 SSA Container Yard Improvements	\$3,215,597	\$250,070 Last CO #01 05/10/22	\$3,465,667	\$1,227,634	\$2,238,033	\$0	Program management services are being performed to manage the contractors work and progress.
	C-1772		Superior Construction Company Southeast, LLC	SSA JCT Container Yard Improvements	\$48,876,120	\$1,285,813 Last CO #07 04/04/23	\$50,161,933	\$ 22,793,620.00	\$27,368,313	\$0	NTP for Construction was issued on 1/10/22. Phase 3 East and Phase 3 West are Substantially Complete. Contractor is working on Phase 4 (Phase 4 East NTP issued on 5/5/2023 and Phase 4 NTP issued on 4/17/2023).



Board of Directors Meeting - R2023-05-02 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
6	AE-1830	Terminal Development SET Phase 1 Building Demolition	JE Dunn Construction	Terminal Development for SET - CM at Risk	\$700,000		\$700,000	\$200,000	\$500,000	\$18,011,789	JE Dunn was awarded the CM at risk contract to construct the SET facility. Bonds and insurance have been received and approved. JE Dunn has advertised, received bids, and made recommendation of award for the construction of Early Sitework and Deep Foundations.
	C-1830		Realco Recycling	SET Phase 1 Building Demolition	\$547,999	\$166,473 Last CO #01 01/23/23	\$714,472	\$648,473	\$65,999	\$0	Realco Wrecking was awarded the contract to demo 3 buildings at BIMT previously leased to WWL. An Administrative NTP was issued on August 8, 2022. Realco has completed the demolition of all 3 buildings. Realco received a change order to remove the slab and grade beams for western building. Realco has completed all demolition works, and is currently working on punch list items.
7	AE-1824B	Berth 16 & 17 Cathodic Protection Design & Construction	Jacobs Engineering Group, Inc.	Engineering Services During Construction Berths 16 & 17 Cathodic Protection	\$78,080		\$78,080	\$33,884	\$44,196	\$0	Jacobs Engineering completed the design of cathodic protection for Berth 16 & 17. They have a contract to provide Services During Construction.
	C-1824		Coastal Gunitite Construction	Cathodic Protection Systems Berths 16 & 17	\$687,499		\$687,499	\$529,791	\$157,708	\$0	Coastal Gunitite received a construction NTP on 1/10/23 to install 472 anodes on the sheet pile wall at Berth 16 & 17. 85% of anodes have been installed. Final anodes inspection is scheduled for 6/19/2023.
8	AE-1806A	DPMT Shoreline Protection Design & Construction	Taylor Engineering	Engineering Services During Construction DPMT Shoreline Construction	\$106,764		\$106,764	\$1,880	\$104,884	\$0	Taylor Engineering is providing Services During Construction and making site visits to confirm compliance with contract documents.
	C-1806		Rush Marine LLC	DPMT Shoreline Protection	\$2,194,465		\$2,194,465	\$0	\$2,194,465	\$0	Rush Marine LLC was awarded the contract last month and has submitted their bond and insurance for approval. Administrative NTP issued for the Contractor to provide submittals and start ordering materials.
9	AE-1794	Intersection Improvements at William Mills/Dave Rawls	RS&H, Inc.	Engineering Design Services for BIMT Intersection Improvements	\$152,664		\$152,664	\$0	\$152,664	\$0	RS&H is providing Services During Construction and making site visits to confirm compliance with contract documents.
	C-1794		Pars Construction Svcs, LLC	BIMT Intersection Improvements Wm Mills & Dave Rawls	\$2,116,110		\$2,116,110	\$0	\$2,116,110	\$0	PARS Construction awarded the construction contract. Administrative NTP has been issued for the Contractor to provide submittals and order materials.
<b>Grand Totals</b>					\$123,502,853		\$128,091,758	\$85,455,578	\$42,636,180	\$19,844,295	

## Financial Highlights

### April 2023

April results continued the FY2023 positive trend with total revenue exceeding plan by \$425 thousand. Container Revenue at \$2.358 million was just short of plan by \$45 thousand. Auto Revenue at \$1.141 million is short of plan by \$15 thousand, with auto units at 38,212, short of budget by 17% and short of prior year by 22%, the result of one of our auto processing tenants transitioning off Blount Island as the Southeast Toyota construction takes place.

A significant military move resulted in \$266 thousand, \$208 thousand over plan. Breakbulk revenue posted strong results at \$480 thousand, \$25 thousand ahead of plan. This is \$220 thousand less than same period prior year which had unusually high activity. Cruise Revenue at \$652 thousand is \$313 thousand ahead of our conservative budget. Carnival's Elation continues to sail at over 100% capacity. In April we exceeded the cap for parking revenue paid to Carnival. This boosted revenue by \$202 thousand and we will also retain all parking revenue for May - the contract year resets on June 1.

### EXPENSES

Expenses remain well controlled with the exception of berth maintenance dredging. A total of 59,326 cubic yards were removed from TMT and BIMT berths in April, resulting in a \$511 thousand overage for the month.

Investment income remains above plan by \$176 thousand for the month due to higher than expected Fed Funds rate and cash balances; which include ARPA, Harbor Deepening Rebate funds, and Tenant Construction funds on deposit.

Debt service is less than budget, as the line of credit paid has been down \$5.2 million since the beginning of the year. No borrowings to date.

Net Income Before Depreciation is \$1.488 million, \$498 thousand ahead of plan and \$368 thousand ahead of same period last year.

### YEAR-TO-DATE

Year-to-Date Operating Revenue at \$37.724 million is \$3.396 million favorable to plan and \$3.565 million favorable to same period last year. Consistently high Cruise Revenue and Other Operating Revenue (tipping fees reported in the month of March) largely account for the positive variance. Expenses are over budget due to Berth Maintenance Dredging expense exceeding budget by \$1.644 million. We expect this overage will continue through year end; however, Net Income Before Depreciation is \$10.763 million, \$5.311 million favorable to budget and \$2.824 million ahead of same period last year.

### BALANCE SHEET

Cash Balances remain strong. As reported in previous months, we currently hold the following Restricted Cash Balances: \$35 million in Harbor Deepening rebate funds, \$13 million in ARPA funds and \$25 million in funds from tenants SSA and Southeast Toyota for construction activities. Harbor Deepening funds allocation to City and State are pending at April month end. Accounts Receivable at \$9.439 million

increased with the invoices for tipping fees in March (one has been paid since month end) and \$347 thousand billed to the Military for March and April activity, payment pending at month end.

**CONCERNS**

We continue to be concerned with higher than expected pricing on bids for repairs, maintenance and other construction activity as well as higher than expected berth maintenance dredging expense.

# VITAL STATISTICS

## APRIL FY2023 - Cargo Performance

### CARGO INDICATORS

	VARIANCE					YEAR-TO- DATE			VARIANCE	
	Actual	Budget	Prior	Budget	Prior	Actual	Budget	Prior	Budget	Prior
Vessel Calls	122	130	143	-6%	-15%	903	910	887	-1%	2%
<b>Total Tons</b>	<b>817,423</b>	<b>868,954</b>	<b>912,469</b>	-6%	-10%	<b>5,951,204</b>	<b>6,082,678</b>	<b>5,598,293</b>	-2%	6%
<b>Total Revenue</b>	<b>\$ 5,415,362</b>	<b>\$4,989,920</b>	<b>\$5,410,471</b>	9%	0%	<b>\$37,724,035</b>	<b>\$34,327,865</b>	<b>\$34,159,873</b>	10%	10%

### OPERATING REVENUE / STATISTICS

	VARIANCE					YEAR-TO- DATE			VARIANCE	
	Actual	Budget	Prior	Budget	Prior	Actual	Budget	Prior	Budget	Prior
Container Revenue	\$2,358,235	\$2,403,085	\$2,650,726	-2%	-11%	\$16,635,922	\$16,459,255	\$17,274,947	1%	-4%
Container TEU's	100,747	117,463	119,548	-14%	-16%	756,263	822,243	757,096	-8%	0%
ICTF Rail Lifts	1,486	1,500	2,101	-1%	-29%	11,593	10,500	17,281	10%	-33%
Auto Revenue	\$1,140,598	\$1,155,656	\$1,216,123	-1%	-6%	\$8,512,945	\$8,089,592	\$8,623,548	5%	-1%
Auto Units	38,212	45,833	48,724	-17%	-22%	297,746	320,833	317,089	-7%	-6%
Military Revenue	\$266,267	\$58,333	\$0	356%	>500%	\$747,509	\$408,331	\$190,565	83%	292%
Breakbulk Revenue	\$480,277	\$455,043	\$699,934	6%	-31%	\$3,036,478	\$3,185,301	\$3,404,038	-5%	-11%
Breakbulk Tons	81,148	90,343	102,888	-10%	-21%	574,414	632,401	548,297	-9%	5%
Liquid Bulk Revenue	\$101,592	\$139,631	\$120,014	-27%	-15%	\$837,478	\$977,417	\$904,859	-14%	-7%
Liquid Bulk Tons	23,429	36,735	34,432	-36%	-32%	230,279	257,148	252,789	-10%	-9%
Dry Bulk Revenue	\$206,034	\$167,755	\$174,868	23%	18%	\$1,472,614	\$1,174,285	\$1,194,275	25%	23%
Dry Bulk Tons	99,933	47,677	63,016	110%	59%	712,383	333,742	348,479	113%	104%
Cruise Revenue	\$652,397	\$339,317	\$288,706	92%	126%	\$3,444,911	\$2,135,984	\$761,498	61%	352%
Cruise Passengers	15,857	10,676	7,251	49%	119%	100,569	74,732	19,014	35%	429%
<b>Total Cargo Revenue</b>	<b>\$5,205,399</b>	<b>\$4,718,820</b>	<b>\$5,150,371</b>	10%	1%	<b>\$34,687,857</b>	<b>\$32,430,165</b>	<b>\$32,353,730</b>	7%	7%
Other Revenue	\$209,963	\$271,100	\$260,101	-23%	-19%	\$3,036,178	\$1,897,700	\$1,806,143	60%	68%

**Jacksonville Port Authority**  
**Comparative Income Statement (Unaudited)**  
**For the 7 months ending 04/30/2023**

	Current Month Actual	Current Month Budget	Budget Variance	Prior Year Month Actual	Current YTD Actual	Current YTD Budget	Budget Variance	Prior Year YTD Actual
<b>OPERATING REVENUES</b>								
CONTAINERS	2,358,235	2,403,085	(44,850)	2,650,726	16,635,922	16,459,255	176,667	17,274,947
AUTOS	1,140,598	1,155,656	(15,059)	1,216,123	8,512,945	8,089,592	423,353	8,623,548
MILITARY	266,267	58,333	207,934	(68)	747,509	408,331	339,178	190,565
BREAK BULK	480,277	455,043	25,234	699,934	3,036,478	3,185,301	(148,823)	3,404,038
LIQUID BULK	101,592	139,631	(38,039)	120,014	837,478	977,417	(139,939)	904,859
DRY BULK	206,034	167,755	38,279	174,868	1,472,614	1,174,285	298,329	1,194,275
CRUISE	652,397	339,317	313,080	288,706	3,444,911	2,135,984	1,308,927	761,498
OTHER OPERATING REVENUE	209,963	271,100	(61,137)	260,169	3,036,178	1,897,700	1,138,478	1,806,143
<b>TOTAL OPERATING REVENUES</b>	<b>5,415,362</b>	<b>4,989,920</b>	<b>425,442</b>	<b>5,410,471</b>	<b>37,724,035</b>	<b>34,327,865</b>	<b>3,396,170</b>	<b>34,159,873</b>
<b>OPERATING EXPENSES</b>								
SALARIES & BENEFITS	1,620,902	1,705,955	(85,053)	1,631,054	11,909,086	12,470,056	(560,971)	10,869,844
SERVICES & SUPPLIES	567,778	573,704	(5,926)	456,078	3,443,152	4,015,928	(572,776)	2,815,119
SECURITY SERVICES	429,636	415,587	14,049	355,605	2,860,123	2,909,109	(48,986)	2,504,125
BUSINESS TRAVEL AND TRAINING	37,462	46,691	(9,229)	30,537	235,119	326,837	(91,718)	109,572
PROMO,ADV,DUES & MEMBERSHIPS	20,620	55,345	(34,725)	49,338	374,899	387,415	(12,516)	407,929
UTILITY SERVICES	69,278	67,116	2,162	58,340	474,751	469,812	4,939	381,104
REPAIRS & MAINTENANCE	211,814	197,619	14,195	170,692	1,478,530	1,383,333	95,197	1,189,060
CRANE MAINTENANCE PASS THRU	(93,788)	(63,333)	(30,455)	(74,930)	(482,924)	(443,331)	(39,593)	(272,989)
BERTH MAINTENANCE DREDGING	927,560	416,735	510,825	726,698	4,561,251	2,917,145	1,644,106	3,758,397
MISCELLANEOUS	5,318	14,709	(9,391)	4,874	72,184	102,963	(30,779)	59,427
<b>TOTAL OPERATING EXPENSES</b>	<b>3,796,579</b>	<b>3,430,128</b>	<b>366,452</b>	<b>3,408,286</b>	<b>24,926,172</b>	<b>24,539,267</b>	<b>386,905</b>	<b>21,821,589</b>
<b>OPERATING INC BEFORE DS AND DEPR</b>	<b>1,618,783</b>	<b>1,559,792</b>	<b>58,991</b>	<b>2,002,185</b>	<b>12,797,863</b>	<b>9,788,598</b>	<b>3,009,265</b>	<b>12,338,284</b>
<b>NON OPERATING INCOME</b>								
INVESTMENT INCOME	200,980	25,001	175,979	2,106	1,147,647	175,007	972,640	9,897
SHARED REVENUE FROM CITY	821,069	800,926	20,143	778,731	5,825,516	5,606,482	219,034	5,659,065
<b>TOTAL NON OPERATING ITEMS</b>	<b>1,022,050</b>	<b>825,927</b>	<b>196,123</b>	<b>780,836</b>	<b>6,973,162</b>	<b>5,781,489</b>	<b>1,191,673</b>	<b>5,668,963</b>
<b>NON OPERATING EXPENSE</b>								
DEBT SERVICE	1,151,787	1,308,432	(156,645)	1,662,480	8,205,854	9,159,025	(953,171)	10,062,997
CRANE RELOCATION	-	87,500	(87,500)	-	800,900	962,500	(161,600)	-
OTHER NON OP EXPENSE	1,085	(428)	1,513	227	1,549	(2,996)	4,545	5,376
<b>TOTAL NON OPERATING EXPENSE</b>	<b>1,152,872</b>	<b>1,395,504</b>	<b>(242,632)</b>	<b>1,662,707</b>	<b>9,008,303</b>	<b>10,118,529</b>	<b>(1,110,226)</b>	<b>10,068,373</b>
<b>INCOME BEFORE DEPRECIATION</b>	<b>1,487,960</b>	<b>990,215</b>	<b>497,745</b>	<b>1,120,315</b>	<b>10,762,722</b>	<b>5,451,558</b>	<b>5,311,164</b>	<b>7,938,874</b>

**Jacksonville Port Authority**  
**Balance Sheet (in thousands)**  
**At April 30, 2023**

	<u>April 30, 2023</u>	<u>March 31, 2023</u>	<u>September 30, 2022</u>
<b>Current Assets</b>			
Cash & cash equivalents	19,003	18,791	17,349
Restricted cash & cash equivalents	6,136	4,905	7,863
Accounts receivable, net	9,439	8,559	7,251
Notes and other receivables	611	535	120
Grants receivable	6,162	6,254	13,914
Inventories and other assets	1,837	1,914	2,077
<b>Total Current Assets</b>	<b>43,188</b>	<b>40,958</b>	<b>48,574</b>
<b>Noncurrent Assets</b>			
Restricted cash & cash equivalents	16,189	16,147	15,962
Restricted Cash for Cap Projects	59,283	56,243	28,629
Deferred outflow of resources	9,864	9,894	10,077
Capital Assets, net	826,872	824,953	856,329
<b>Total Noncurrent Assets</b>	<b>912,208</b>	<b>907,237</b>	<b>910,997</b>
<b>Total Assets</b>	<b>955,396</b>	<b>948,195</b>	<b>959,571</b>
<b>Current liabilities</b>			
Accounts payable	1,736	2,230	2,257
Construction accounts payable	1,895	2,554	3,139
Accrued expenses	564	619	683
Accrued interest payable	2,955	2,462	2,180
Retainage payable	3,752	3,752	3,620
Bonds and Notes Payable	8,036	8,036	8,036
<b>Total Current Liabilities</b>	<b>18,938</b>	<b>19,653</b>	<b>19,915</b>
<b>Noncurrent liabilities</b>			
Unearned Revenue	15,292	15,292	15,292
Accrued Expenses	2,722	2,667	2,290
Line of credit	5,500	5,500	10,749
Bonds and notes payable	198,474	198,490	206,067
Other Obligations	8,537	8,537	8,537
Net Pension Liability	16,545	16,545	16,545
Deferred inflows - Pension	1,357	1,357	1,357
<b>Total Non Current Liabilities</b>	<b>248,427</b>	<b>248,388</b>	<b>260,837</b>
<b>Total Liabilities</b>	<b>267,365</b>	<b>268,041</b>	<b>280,752</b>
<b>Net Position</b>	<b>688,031</b>	<b>680,154</b>	<b>678,819</b>



# COMMERCIAL

# HIGHLIGHTS

*May 2023*



# INDUSTRY SNAPSHOT

## CONTAINERS FY 2022-2023

- **Q1/Q2:**
  - **Soft import demand nationwide**
- **Q3/Q4:**
  - **Projected return of demand – and volumes**
  - **New and upsized vessel services at JAXPORT**

**MILITARY SHIPMENTS**

**FOREIGN TRADE ZONE EXPANSION**

**NEW BUSINESS EXAMPLES**





# MV "ONE STORK" - 14,026 TEU CAPACITY



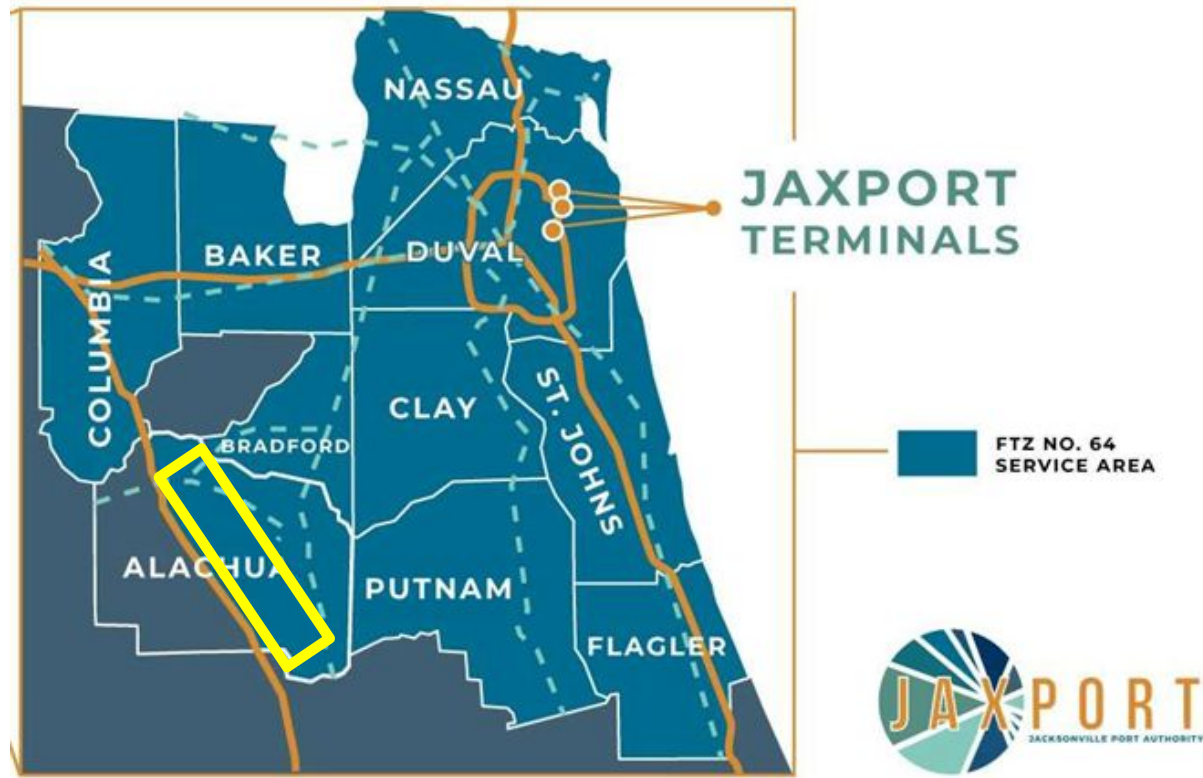
# MSC: NEW EUROPE SERVICE (“SCAN BALTIC”)



# MILITARY MOVE AT JAXPORT



# FTZ EXPANSION: ALACHUA COUNTY





## NEW BUSINESS EXAMPLES

NEW BUSINESS	CARGO TYPE	COMMODITY	PROJECTED NEW BUSINESS
<b><u>UPSIZED ASIA SERVICE:</u> THE ALLIANCE</b>	Containers	Misc. items	20,000+ new TEUs/annually
<b><u>NEW SERVICE:</u> MSC "SCANBALTIC"</b>	Containers	Misc. items	7,500-10,000 TEUs/annually
<b>PROJECT BASK</b>	Container	Tires	1,000 TEUs annually
<b>ASIA CHARTER VESSEL</b>	Container	Container chassis	2,600 Units
<b><i>POTENTIAL NEW BUSINESS Project Crystal</i></b>	<i>Containers</i>	<i>Consumer goods</i>	<i>10,000+ TEUs</i>



# COMMERCIAL

# HIGHLIGHTS

*May 2023*



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

**AWARDS COMMITTEE ZOOM MEETING MINUTES**  
**May 9, 2023**

**Awards Committee Attending**

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

**Other Attendees**

James Bennett	Sandra Platt
Marv Grieve	Angel Iosua
Kelsey Cox	Ellen Carmosino
Jose Vazquez	Frederick Wessling
Michael Johnson	Kim Johnson
Brandon Braziel	Christopher Good
Mike McClung	Brandon Blanton
Scott Bodden, JE Dunn	David Newland, JE Dunn

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

**Item No. 1**

**AC2023-05-01**

Rehabilitate Underdeck Concrete – Phase 4  
JPA Project No.: T2021.02  
Southern Road & Bridge, LLC  
\$826,100

JPA Contract No.: C-1588A CO#3

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

**Item No. 2**

**AC2023-05-02**

Terminal Development for SET – CM at Risk – Early Sitework and Deep Foundations  
JPA Project No.: B2022.11  
JE Dunn Construction Company  
\$18,011,789

JPA Contract No.: AE-1830 CO#1

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

**Item No. 3**

**AC2023-05-03**

Purchase One (1) Restroom Trailer  
JPA Project G/L No.: 003.2030.188  
Ready2Go Restroom Trailers Sales, LC  
\$46,165

JPA Contract No.: EQ-1903

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

**Item No. 4**

**AC2023-05-04**

Purchase of Domestic Wire Rope – Hoist Cable  
JPA Project G/L No.: 003.1357  
Consolidated Rigging & Marine Supply  
\$63,560

JPA Contract No.: 23-07

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

**Item No. 5**

**AC2023-05-05**

Purchase of Forty-Five (45) Dell Latitude 7223 Rugged Tablets  
JPA Project G/L No.: 003.2042.193-I  
CDW-G  
\$79,284

JPA Contract No.: IT-1900

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

*The meeting was adjourned at 3:37 PM*

*(Items 1 – 2 Requires Board Approval)*