

Board of Directors Meeting

May 28, 2024 09:00 AM



Agenda Topic

Presenter

Agenda

I. Pledge of Allegiance/Moment of Silence

Tom Slater

II. [Approval of Minutes](#)

Chair Daniel Bean

Board of Directors Meeting - March 25, 2024
Board of Directors Workshop - April 25, 2024

III. Public Comments

IV. New Business

[BD2024-05-01 Jacksonville Port Authority Participation in COJ Independent Agency Property Insurance Program](#)

Nick Primrose

[BD2024-05-02 Martin Marietta Materials, Inc. Facilities Lease Agreement](#)

Linda Williams

[BD2024-05-03 USACE MOA Agreement](#)

Engineering/Testing/Permitting for Off-Shore Dredge Material Disposal

James Bennett

[AC2024-0521-02 Annual Maintenance Dredging Services for JAXPORT](#)

Manson Construction Company

James Bennett

[AC2024-0521-01 Terminal Development for SET](#)

CM at Risk GMP7 Packages
JE Dunn Construction Company

James Bennett

V. CEO Update

Eric Green

VI. Reports

[R2024-05-01 Engineering and Construction Update](#)

James Bennett

[R2024-05-02 Financial Highlights & Monthly Financials/Vital Statistics](#)

Joey Greive

[R2024-05-03 Commercial Highlights](#)

Robert Peek

[R2024-05-04 Public Safety Update by Nick Primrose](#)

Info Only

VII. Other Business

Chair Daniel Bean

Approval of Travel

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

VIII. [Miscellaneous](#)

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

IX. Adjourn

Chair Daniel Bean

The next Board of Directors meeting is scheduled for Monday, June 24, 2024 @9:00AM.



**BOARD OF DIRECTORS MEETING
Jacksonville Port Authority
2831 Talleyrand Avenue
March 25, 2024**

A meeting of the Jacksonville Port Authority Board of Directors was held on Monday, March 25, 2024 at the Port Central Office Building, 2831 Talleyrand Avenue, Jacksonville, Florida. Chairman Bean called the meeting to order at 9:00AM and welcomed all attendees. Board Member Soo Gilvarry led the audience in the Pledge of Allegiance and a moment of silence.

Board Members Attending:

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

Mr. Ed Fleming, Member - Absent

Other Attendees:

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

Chairman Bean acknowledged the presence of special guests from Crowley and extended a warm welcome to them. The recognized guests included Chairman and CEO Tom Crowley, John Claybrooks (Chief Marketing Officer), Brett Bennett (Sr. Vice President and General Manager of Crowley Logistics), Andy Davis (Vice President of Logistics Operations), Doug Walker (Director of Port Operations), and Patrick Tamasitis (General Manager). Chairman Bean indicated that further presentations would be forthcoming from Mr. Crowley and Mr. Claybrooks a little later in the meeting.

Approval of Minutes

Chairman Bean called for approval of the February 26, 2024 Board of Directors meeting minutes. After a motion by Ms. Hamilton and a second by Ms. Gilvarry, the Board unanimously approved all minutes as submitted.

Public Comments

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

Presentation – Customer Spotlight

Chairman Bean expressed gratitude for the chance to host key customers at the Board meeting to gain insight into their businesses and contributions to the port community. The focus of this meeting is on Jacksonville-based Crowley.

Chairman Bean introduced Crowley's Chairman & CEO, Tom Crowley, along with Chief Marketing Officer, John Claybrooks, for further discussion and insight into Crowley's operations.

Mr. Crowley expressed great satisfaction in discussing the longstanding partnership between Crowley and JAXPORT. He stated that Crowley's local operations team plays a crucial role in ensuring seamless movement of cargo, reflecting the commitment to efficiency and reliability in delivering goods to their destinations.

Mr. John Claybrooks provided a concise overview of Crowley, highlighting its establishment in 1892 and its status as a privately-held, U.S.-owned logistics, government, marine and energy solutions company headquartered in Jacksonville, Florida. He outlined Crowley's global services through six primary business units: Logistics, Government Solutions, Shipping, Fuels, Land Transportation and Wind Services. Mr. Claybrooks emphasized the crucial partnership between Crowley and JAXPORT, underscoring how it enables them to provide reliable, optimized, customer-centric supply chain solutions to Central America and the Caribbean.

Mr. Brett Bennett, Sr. Vice President and General Manager, presented a comprehensive logistics overview, underlining Crowley's dedication to growth driven by its customers and employees.

Chairman Bean thanked the Crowley team for all their organization does to support JAXPORT's relationship with Puerto Rico and growth of cargo connections throughout the region.

New Business

BD2024-03-01 Rail Grant Agreement – Design & Construction of a Jacksonville Port Terminal Railroad (JXPT) siding on Talleyrand Marine Terminal

Mr. Justin Ryan presented this submission for Board approval of a Rail Grant Agreement between the Florida Department of Transportation (FDOT) and the Jacksonville Port Authority for state funding in FDOT FY2024 for design and construction of a Jacksonville Port Terminal Railroad (JXPT) siding on Talleyrand Marine Terminal.

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

**AC2024-03-03 Purchase of Heavy & Light Duty Fork Lifts
FAESCO, Inc., d/b/a XL Lifts**

Mr. Justin Ryan presented this submission for Board approval of the issuance of a contract to FAESCO, Inc., d/b/a XL Lifts for the purchase of zero emissions light & heavy-duty fork lifts in the amount of \$5,675,760.00.

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

**AC2024-03-04 Installation & Upgrades to Access Control Systems
Four (4) Projects – Cook Electrical**

Mr. Corey Bell presented this submission for Board approval of the issuance of a contract to Cook Electrical in the total amount of \$1,303,300.00 for installation and upgrades to access control systems – four (4) projects. A separate CPO will be assigned for each project.

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

BD2024-03-02 Contribution to SSA JCT Modernization Project Phase 8

Mr. James Bennett presented this submission for Board approval that JAXPORT contribute \$1,500,000 to the SSA Marine construction project at Blount Island Marine Terminal as reimbursement for wharf improvements which provide long-term benefits to JAXPORT.

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

AC2024-03-01 Terminal Development for SET - CM at Risk GMP6 Packages, CO#12, JE Dunn Construction Company

Mr. James Bennett presented this submission for Board approval of the issuance of Change Order No. 12 to JE Dunn Construction Company in the amount of \$11,683,568.00 for Terminal Development at SET – CM at Risk GMP6. The total contract cost to include Change Order No. 1 – 12 is \$122,877,157.22.

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

AC2024-03-02 Technical Support & Quality Assurance during Manufacturing & Commissioning of New STS Cranes – Taylor Engineering, Inc.

Mr. James Bennett presented this submission for Board approval of the issuance of Change Order No. 2 to Taylor Engineering, Inc. for technical support and quality assurance during manufacturing and commission of new STS cranes in the amount of \$562,242.75. The total contract cost to include Change Order No. 1-2 is \$724,304.57.

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

BD2024-03-03 Carnival Berthing and Terminal Use Agreement Second Amendment

Mr. Nick Primrose presented this submission for Board approval of the Second Amendment to the Berthing and Terminal Use Agreement between the Jacksonville Port Authority and Carnival Corporation whereby Carnival will extend its current contract term through May 31, 2026. Additionally, Carnival requests four one-year renewal options, which would keep Carnival sailing out of JAXPORT through May 31, 2030.

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

CEO UPDATE

Mr. Green provided an update to the Board regarding ongoing efforts to secure a permanent operator or operators for the Dames Point Terminal and ICTF, following Ceres' decision to exit all port operations in the U.S. and Canada. The availability of these properties presents a unique opportunity due to their strategic location within a major seaport. The JAXPORT team is diligently working to identify the most suitable and advantageous use for these assets to maximize their potential value.

Mr. Green highlighted the significance of the 20th anniversary of Carnival's operations out of Jacksonville, emphasizing the continued growth of the cruise program as a significant contributor to job creation and economic impact in the region and state. He

expressed gratitude to Carnival for their ongoing partnership and looks forward to continued collaboration in the future.

In preparation for the hurricane season, Mr. Green announced plans for an upcoming summit in Puerto Rico, organized by JAXPORT's executive team and the Puerto Rico Port Authority, with participation from three ocean carriers and the Puerto Rico Manufacturers Association. The summit will focus on storm readiness and resilience plans for cargo terminals, business interruption redundancy, and grant opportunities. Trade with Puerto Rico is a significant aspect of JAXPORT's diversification strategy and contributes significantly to its cargo revenue.

Mr. Green concluded his update by announcing Fitch's recent affirmation of the port's "A" stable credit rating. This rating reflects JAXPORT's diverse revenue base, successful public-private partnerships, advantageous location in the Southeast, and strong connectivity to global markets.

Reports

R2024-03-01 Engineering and Construction Update

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

R2024-03-02 Financial Highlights & Monthly Financials/Vital Statistics

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

R2024-03-03 Commercial Highlights

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

R2024-03-04 Public Safety Update

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

Other Business

After a motion by Mr. Clarkson and a second by Mr. Slater, the Board unanimously approved travel by one or more Board Members of the Authority for business solicitation purposes or to attend any necessary conferences and/or meetings during the months of April/May 2024.

There being no further business of the Board, the meeting adjourned at 10:19AM.



**BOARD OF DIRECTORS WORKSHOP
Jacksonville Port Authority
2831 Talleyrand Avenue
April 25, 2024**

A workshop of the Jacksonville Port Authority Board of Directors was held on Thursday, April 25, 2024 at the Dames Point Terminal - 9834 New Berlin Road, Jacksonville, Florida. Chairman Bean called the workshop to order at 9:00AM welcomed everyone.

Board Members Attending:

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

Other Attendees:

Mr. Eric Green, Chief Executive Officer
Ms. Beth McCague, Chief of Staff
Mr. Joey Greive, Chief Financial Officer
Mr. Robert Peek, Chief Commercial Officer
Mr. James Bennett, Chief Operating Officer
Ms. Linda Williams, Chief Administrative Officer
Ms. Chelsea Kavanagh, Chief Communications Officer
Mr. Nick Primrose, Chief, Regulatory Compliance
Ms. Kimberly Norman, Sr. Communications Officer
Mr. Carolus Daniel, Controller
Ms. Brenda Dewitt, Sr. Finance & Budget Adm.
Dr. John Martin, Martin & Associates

CEO, Eric Green, opened the workshop by extending a warm welcome to all participants.

Mr. Nick Primrose presented the workshop protocols and informed the Board members that this workshop would not involve voting on any items.

Mr. Joey Greive presented the 2025 proposed Operating Budget and forecast through FY28. There was discussion about using prior year dredge expense as the basis for proposed dredge expense rather than the 3-year average which has been used in the recent past budget processes.

Mr. Green and Mr. Greive presented potential alternatives that could limit dredge expense.

Dr. John Martin presented the Economic Impact of the Port of Jacksonville completed March 2024.

JAXPORT's overall economic impact increased from \$31B to \$33B. JAXPORT's statewide jobs impact has grown nearly 50% to 206,900 jobs.

There was discussion about the need to improve rail service at JAXPORT's terminal.

Chairman Bean thanked all participants for their attendance. The workshop adjourned at 1:30PM.

BD2024-05-01



**SUBMISSION
FOR
BOARD APPROVAL**

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

COST: \$1,121,225

BUDGETED: \$ 1,047,487

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”). The Program runs from March 1 to February 28. For Policy Year 2023, JAXPORT had a TIV of \$352,151,006. When JAXPORT regained control of the Dames Point Terminal, we assumed \$39,123,356 in new assets (buildings, gantry cranes, RTGs, and miscellaneous property and equipment) and readjusted values of buildings and equipment based on inflation and increased costs. Our TIV for this policy year is \$431,714,889—a 22.59% increase.

For Policy Year 2023, JAXPORT’s share of the Program’s premium was \$ 0.2594 for every \$100 of TIV. JAXPORT experienced a 42.78% increase in premium from Policy Year 2023 to Policy Year 2024. For Policy Year 2024, JAXPORT’s share of the Program’s premium is \$ 0.2597 for every \$100 of TIV. Therefore, JAXPORT’s share of the Program’s premium is \$1,121,225—an increase of \$207,055 over prior year. This amount exceeds the current budgeted amount of \$1,047,487 (\$73,738 over budgeted amount) and is a 22.65% increase over prior year property insurance expense.

However, it is important to note that without the addition of the Dames Point Marine Terminal property, JAXPORT’s expense would have only increased 11.49% over prior year.

BD2024-05-01



SUBMISSION FOR BOARD APPROVAL

ACTION REQUESTED:

JAXPORT management requests the Board approve JAXPORT's continued participation in the Program for the budget year beginning October 1, 2024 and thereafter, and to reimburse COJ for JAXPORT's allocation of the 2024-2025 premium expense in the amount of \$1,121,225. 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.

RECOMMENDED FOR APPROVAL:

Nicholas Primrose
Chief of Regulatory Compliance

Nicholas Primrose
Nicholas Primrose (May 15, 2024 17:46 EDT)

Signature and Date

SUBMITTED FOR APPROVAL:

Eric Green, CEO

Eric B. Green
Eric B. Green (May 15, 2024 18:29 EDT)

Signature and Date

BOARD APPROVAL:

Meeting Date: May 28, 2024

Rebecca Dicks/Recording Secretary

ATTEST:

Soo Gilvarry, Secretary

Daniel K. Bean, Chairman



SUBMISSION FOR BOARD APPROVAL

**SUBJECT: Martin Marietta Materials, Inc.
Facilities Lease Agreement**

COST: N/A

BUDGETED: N/A

BACKGROUND:

Martin Marietta Materials, Inc. has been a tenant at JAXPORT since 2003. Martin Marietta imports dry bulk material on 25.46 acres on Dames Point. The current lease expires October 31, 2025.

STATUS:

Martin Marietta would like to execute a new Agreement prior to the maturity of the current lease to ensure its ongoing operations at the site for the long term. JAXPORT has negotiated an Agreement commencing June 1, 2024 and terminating December 31, 2035 (11 years and 7 months). The initial Term of the Agreement may be extended for two (2) additional terms of five (5) years (mutually agreeable). The Minimum Annual Guarantee (Premises Rental Fee) is \$1.7million. Effective November 1, 2025, the Minimum Annual Guarantee increases to \$2 million per year. Annual CPI applies with a cap of 3.5%

RECOMMENDATION:

Management recommends that the Board of Directors approve the new Lease Agreement with Martin Marietta and authorize the Chief Executive Officer or his designee, to execute the Lease Agreement between JAXPORT and Martin Marietta Materials, Inc.



SUBMISSION FOR BOARD APPROVAL

ATTACHMENT:

Lease Agreement between JAXPORT and Martin Marietta Materials, Inc.

<u>RECOMMENDED FOR APPROVAL:</u>	
Linda Williams Chief Administrative Officer	<u>Linda Williams</u> <small>Linda Williams (May 15, 2024 17:24 EDT)</small> _____ Signature and Date
<u>SUBMITTED FOR APPROVAL:</u>	
Eric Green CEO	<u>Eric B. Green</u> <small>Eric B. Green (May 15, 2024 18:25 EDT)</small> _____ Signature and Date
<u>BOARD APPROVAL:</u>	
<u>May 28, 2024</u> Meeting Date	_____ Rebecca Dicks/Recording Secretary
<u>ATTEST:</u>	
_____ Soo Gilvarry, Secretary	_____ Daniel K. Bean, Chairman

Facilities Lease Agreement

by and between

Jacksonville Port Authority

and

Martin Marietta Materials, Inc.

Facilities Lease Agreement

Article 1. DEFINITIONS..... 1
 1.1 Defined Terms. 1
 1.2 Rules of Construction. 3
 Article 2. GRANT OF PREMISES 4
 Article 3. TERM OF AGREEMENT..... 4
 3.1 Term..... 4
 3.2 Extension or Renewal. 4
 3.3 Hold Over Period. 4
 Article 4. USE OF PREMISES..... 5
 4.1 Use. 5
 4.2 Representation..... 5
 Article 5. APPURTENANT RIGHTS 5
 5.1 Access to Premises..... 5
 5.2 Common Use. 6
 Article 6. FEES AND CHARGES..... 6
 6.1 Premises Rental Fee..... 6
 6.2 Record Keeping and Reports. 7
 6.3 Dockage. 7
 6.4 Security Fees..... 7
 6.5 Other Fees and Charges. 7
 6.6 Delinquent Fees. 8
 6.7 Books of Account and Auditing. 8
 6.8 Payment of Fees..... 8
 6.9 Net Lease. 9
 Article 7. UTILITIES AND OTHER SERVICES..... 9
 7.1 Utility Charges..... 9
 7.2 Utility Line Easements..... 9
 Article 8. TAXES AND ASSESSMENTS 9
 8.1 Payment of Taxes and Assessments. 9
 Article 9. INDEMNIFICATION 10
 9.1 Indemnification/Hold Harmless of the Authority..... 10
 9.2 Environmental Indemnification. 11
 Article 10. INSURANCE..... 12
 10.1 Procurement and Maintenance of Insurance..... 12
 10.2 Review and Adjustment of Insurance..... 12
 10.3 Authority’s Insurance..... 13
 10.4 Damage or Destruction. 13
 Article 11. RELOCATION OF LESSEE..... 13
 Article 12. MAINTENANCE AND REPAIRS 14
 12.1 Maintenance and Repairs..... 14
 12.2 Authority’s Inspection and Entry Rights Relating To Maintenance and Repairs..... 14
 12.3 Effect of Entry..... 14
 Article 13. ALTERATIONS AND IMPROVEMENTS..... 15
 13.1 Consent Required..... 15
 13.2 Indemnification. 15

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

22.5	Exhibits.	27
22.6	Notices, Consents and Approvals.	27
22.7	Place of Payment.....	28
22.8	Headings.	28
22.9	Counterpart.	28
22.10	Independent Contractor.....	28
22.11	Non-Discrimination.	29
22.12	Eminent Domain.	29
22.13	Quiet Enjoyment.	29
22.14	Force Majeure.	29
22.15	Governing Law.	30
22.16	Liens and Encumbrances.	30
22.17	Inspection of Records.	30
22.18	Radon Gas.	30
22.19	Asbestos.	30
22.20	Construction.	30
22.21	Non-licensed Spectrum Devices.	31
22.22	Survival.	31
22.23	Non-Waiver of Immunity.	31
22.24	No Third Party Beneficiaries.	31
22.25	Annual Appropriation.	31
22.26	Representations and Warranties of Lessee.	31
22.27	Further Assurances.....	32
Article 23.	ENTIRE AGREEMENT.....	32
	Exhibit A PREMISES.....	34
	Exhibit B TERM AND SCHEDULE OF FEES AND CHARGES.....	34
	Exhibit C LESSEE INSURANCE REQUIREMENTS.....	37

FACILITIES LEASE AGREEMENT

THIS FACILITIES LEASE AGREEMENT (this “Agreement”) is made and entered into as of this 1st day of June, 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 Martin Marietta Materials, Inc., a company authorized to do business in the State of Florida, hereinafter referred to as (the “Lessee”).

WITNESSETH:

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

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

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

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

Article 1. DEFINITIONS

1.1 Defined Terms.

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

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

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

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

(b) A proceeding or case shall be commenced and not dismissed within ninety (90) days thereafter, without the application or consent of the Lessee (or any other Person obligated,

as guarantor or otherwise, to pay Rent hereunder) in any court of competent jurisdiction, seeking (1) the liquidation, reorganization, dissolution, winding-up, or composition or adjustment of debts, of the Lessee (or any such other Person), (2) the appointment of a trustee, receiver, custodian, liquidator or the like of the Lessee (or any such other Person) or of all or any substantial part of its property, or (3) similar relief in respect of the Lessee (or any such other Person) under any law relating to bankruptcy, insolvency, reorganization, winding-up or composition or adjustment of debts.

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

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

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

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

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

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

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

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

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

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

including Hazardous Material Contamination on, under or emanating from the Premises to the extent it migrates from the Premises.

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

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

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

“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.

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

“Premises” means a certain portion of the Authority’s property consisting of the Land and the Project constructed and installed at the Terminal Facilities.

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

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

The Authority and the Lessee agree that the Initial Term of this Agreement may be extended by the Lessee for two (2) additional periods of five (5) years each (each, a “Mutual Extension Option Term” and, together with the Initial Term, the “Term (the “Extension Options”). Lessee shall notify the Authority of its request for a Mutual Extension Option no later than six months prior to the expiration of the then-current Initial Term or Mutual Extension Option Term. The Authority shall have sixty (60) days upon notification to approve the Mutual Extension Option. Notwithstanding anything to the contrary herein, Lessee shall not be entitled to exercise an Extension Option if at the time of such extension there is an uncured Default that Lessee has not begun to cure.

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. 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 rental and other fees shall be charged at the greater of one hundred fifty percent (150%) of the

Authority's then current tariff rates or two hundred percent (200%) of all rental and other fees described herein.

**Article 4.
USE OF PREMISES**

4.1 Use.

The Lessee shall have the right to use the Premises to operate a facility for the handling and storage of bulk aggregate cargoes comprised of granite, limestone, quartz, silica, gypsum or similar product (both for itself and for third-parties), and to operate a concrete batch plant. 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.

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

4.2 Representation.

Neither the Authority nor its members, officers, employees or agents have made any representations or promises whatsoever with respect to the Premises or services to be provided by the Authority in connection with their use, except as expressly set forth herein. The taking of possession of the Premises shall be "as-is" by the Lessee and shall be conclusive evidence that the Premises were in an acceptable and safe condition at the time possession was initially taken by the Lessee regardless of any subsequent claim by the Lessee to the contrary, except for concealed conditions that could not have been known at such time.

**Article 5.
APPURTENANT RIGHTS**

5.1 Access to Premises.

Subject to the terms and conditions of this Agreement, and the common use with other users of the port facilities, the Lessee, its employees, agents and contractors, and its or their suppliers of materials and/or services shall have reasonable ingress to and egress from the Premises over roads, ways and areas ("Access Routes") now or hereafter provided by the Authority for that purpose. Absent emergency circumstances that preclude such ingress and egress, the Lessee shall have twenty-four (24) hours, seven (7) days per week use of the Access Routes for the purpose of accessing the Premises. No vehicle, piece of equipment or machinery shall be left in an inoperable condition or stored in the Access Routes by the Lessee or its agents,

contractors, customers or suppliers. At any time the Authority may close, relocate, reconstruct or modify any or all means of access to the Premises, either temporarily or permanently; provided, that the Authority will use commercially reasonable efforts to locate and provide a suitable alternative means of access for the Lessee. The suitability of such alternative means of access shall be determined by the Authority in its sole and absolute discretion, provided that the alternative access means shall not include additional security restrictions unless required due to a change in the current law.

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 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. Nothing contained in this Agreement shall prohibit the Authority from barring any person or entity from the Terminal Facilities that fails to comply with such laws, ordinances and rules and regulations. Except as specifically provided for in this Article 5 and Article 4, no other appurtenant or other rights are granted to the Lessee under this Agreement.

Article 6. FEES AND CHARGES

6.1 **Premises Rental Fee.**

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

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

(b) **Late Fee Assessments For Non-Payment of Premises Rental Fee:** A late fee assessment of one and one-half percent (1.5%) per month (assessed on a daily basis at the rate of .000493 per day) on the outstanding balance of the Premises Rental Fee shall be imposed on payments not received by the Authority by the due date. The imposition of a late fee or the Authority's acceptance of a late or partial payment of any installment(s) of the Premises Rental Fee and/or any late fee assessment(s) shall not constitute a waiver of an event of default nor shall

it prevent the Authority from exercising any other rights and remedies granted to it under this Agreement or by law. So long as any Premises Rental Fees and/or late fee assessments that are due remain unpaid, Lessee shall remain in default as defined in Article 21 and shall be obligated to pay all such fees and assessments even if the Authority has accepted a partial or late payment of such fees and assessments.

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

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

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

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

6.2 **Record Keeping and Reports.**

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

6.3 **Dockage.**

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

6.4 **Security Fees.**

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

6.5 **Other Fees and Charges.**

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

6.6 **Delinquent Fees.**

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

6.7 **Books of Account and Auditing.**

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

(b) The Authority shall have the right at any time to audit all of the records of the Lessee relating to all of its business transactions pursuant to this Agreement, but in no event more than one time per year. Upon request (but in no event more than one time per year), the Lessee agrees to provide the Authority access on the Premises during reasonable business hours in order to inspect the Lessee's books and records, and the Lessee agrees that throughout the entire Term that it will keep and preserve all documented evidence of such cargo information for at least five (5) years (however hard copies of any data and records will only be retained for two (2) years) subsequent to the date that the cargo was handled on the Premises

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

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

(e) Should the annual reconciliation or any audit reveal that the Lessee has understated the volume of cargo handled, and the Lessee does not make restitution within thirty (30) days from the date of receipt of written notice from the Authority, then then, in addition to any other remedies available to the Authority, the Authority may terminate this Agreement, solely at its option, by written notice to the Lessee.

6.8 **Payment of Fees.**

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

6.9 **Net Lease.**

Notwithstanding anything contained herein to the contrary, the parties agree that this Agreement shall be construed as a “net lease” whereby the Lessee shall be solely responsible for any expense or cost relating to the Premises, this Agreement or the Lessee’s use of the Premises during the Term of this Agreement, including, without limitation, taxes (ad valorem and personal property taxes, sales or use taxes, or otherwise); insurance (as described herein); utilities; repairs, replacement and maintenance of the Improvements; and security requirements. Lessee shall also have the right to add, at its own expense, equipment, improvements, or structural features to enhance the Terminal Facilities, subject to approval by the Authority, provided that such right shall not impose any additional duties or obligations on Lessee.

Article 7.
UTILITIES AND OTHER SERVICES

7.1 **Utility Charges.**

The Lessee shall be responsible for procuring all utility services 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.**

During the Term, the Lessee agrees that it shall pay on or before the last day on which payment may be made without penalty or interest, all lawful taxes, assessments and other user fees, however named, specifically including any ad valorem tax, which may become a lien upon or which may be charged, assessed, imposed, or levied by the State of Florida, Duval County, the City of Jacksonville, any district or other governmental body upon the Premises or arise in connection with the Lessee’s occupancy or use thereof or upon any taxable interest of the Lessee acquired in this Agreement, or any taxable possessory right that the Lessee may have in or to the Premises occurring as a result of its occupancy thereof. The Lessee recognizes and agrees that the Premises are exempt from ad valorem taxes and other taxes unless leased by the Authority to an entity like the Lessee that is subject to such taxation. In the event of any change in Florida law

relating to the taxation of property, the Lessee agrees that it shall pay the entire amount of any taxes imposed on the Premises levied as a result of such change commencing with the first tax year such taxes are due and thereafter annually throughout the Term. None of the provisions, covenants or conditions of this Agreement shall constitute or be construed to be a release or waiver on the part of any lawfully empowered taxing authority of its right or obligation to assess, levy and collect from the Lessee any license, personal, intangible, occupation, ad valorem or other tax which shall be lawfully imposed on the business or property of the Lessee, or upon the Premises. The Authority agrees that it will provide any information currently in its possession relating to the valuation of the Premises for tax assessment purposes if requested to do so by the Lessee. The Lessee shall be responsible for any sales taxes imposed on the Lessee, this Agreement, or on the payments hereunder by the laws of the State of Florida. The Lessee shall reimburse the Authority for any stormwater and/or solid waste fees or any other user fee or assessments paid by the Authority in connection with the Premises.

Article 9. INDEMNIFICATION

9.1 Indemnification/Hold Harmless of the Authority.

(a) 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 attorney's fees and expenses, liabilities, settlements, judgments and damages of whatsoever kind of nature, whether prosecuted by the Lessee or third parties, resulting from any act, action, or omission, including, but not limited to, personal injuries including death, property damage or any other loss arising out of, incidental to or in any way connected to the Lessee's activities on or its use and occupation of the Premises and/or the Terminal Facilities to the extent caused by Lessee's negligence or willful misconduct; any act of the Lessee or any of its agents, contractors, or licensees, including any claim, action, demand, loss, penalty, cost, expense, liability, settlement, judgment, damage or injury occasioned by the escape, discharge, dispersal, release, seepage, leakage or spillage of any Hazardous Substance used or handled by the Lessee, including the acts of its agents, employees, contractors and subcontractors. Each party shall give to the other party notice of any claim made or suit instituted that, in any way, affects the other party or its insurers. The Lessee and/or its insurers shall have the right to compromise and defend the same to the extent of their own interest. Any final judgment rendered against the Authority for any cause for which the Lessee is liable under this Agreement shall be conclusive against the Lessee as to liability and amount. For purposes of this Article 9, the term "Authority," as it relates to parties for whose actions the Authority is responsible, shall include its governing board, officers, employees, agents, contractors, subcontractors, licensees, and assigns and the term "Lessee," as it relates to parties for whose actions the Lessee is responsible, shall include its subsidiaries, contractors, subcontractors, agents, employees, subtenants, licensees and assigns. In any and all claims or demands against the Authority by any employee of the Lessee or any of the Lessee's contractors, subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligations under this Article 9 shall not be restricted or reduced by any limitation on the amount or type of the damages, compensation or benefits payable by or for the Lessee or any of the Lessee's subcontractors under Worker's Compensation Acts, Disability Acts or other employee benefits laws.

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

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

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

9.2 **Environmental Indemnification.**

(a) The Lessee hereby agrees that it shall indemnify, defend and hold the Authority harmless against any and all claims, actions, injuries, demands, losses, liabilities, penalties, costs, expenses and damages incurred by the Authority arising as a result of the Lessee's activities on or its use and occupation of the Premises or the Terminal Facilities that are in violation of any Applicable Environmental Laws or that lead to an environmental claim or penalty against the Authority, all to the extent that such is caused by Lessee's negligence or willful misconduct. In the event the joint acts or omissions of the Authority and the Lessee should give rise to any environmental claim, action, injury, demand, loss, liability, penalty, cost, expense or damage, the responsibility for such environmental liability shall be apportioned according to each party's pro rata share of the entire liability. In determining the pro rata share of each party in the entire liability, their relative degrees of fault shall be the basis for allocation of liability. The principles of equity applicable to contribution generally shall apply. Each party shall give to the other party notice of any claim made or suit instituted that, in any way, affects the other party or its insurers. The Lessee or its insurers shall have the right to compromise and defend the same to the extent of their own interest. Any final judgment rendered against the Authority for any cause for which the Lessee is liable under this Agreement shall be conclusive against the Lessee as to liability and amount. For purposes of this Article 9, the term "Authority," as it relates to parties for whose actions the Authority is responsible, shall include its governing board, officers, employees, agents, contractors, subcontractors, licensees, and assigns and the term "Lessee," as it relates to parties for whose actions the Lessee is responsible, shall include its subsidiaries, contractors, subcontractors, agents, employees, subtenants, licensees and assigns.

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

Article 10.
INSURANCE

10.1 Procurement and Maintenance of Insurance.

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

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

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

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

10.2 Review and Adjustment of Insurance.

The insurance requirements stipulated on **Exhibit C** shall be subject to periodic review and adjustment by the Authority to ensure compliance with current industry standards. Adjustment of insurance requirements shall apply without the necessity of formal amendment of this Agreement. All insurance provided for in this Agreement shall be procured under policies issued by insurers of recognized responsibility licensed to do business in the State of Florida.

Authority's Insurance.

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

10.3 Damage or Destruction.

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

(b) If the Premises, excluding those improvements owned by the Lessee, should be partially damaged, rendering the Premises commercially inoperable, or otherwise unusable or inaccessible as a result of fire, flood, windstorm, action of the elements, or other cause not caused by the gross negligence or willful misconduct of the Authority, the Authority shall have no obligation or duty to make repairs or do restoration and Lessee shall have the right to terminate this Lease by giving notice to the Authority within sixty (60) days' of 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**

The Authority reserves the right to require the Lessee to relocate all or a part of the Lessee's operations on the Premises to another location on any vessel berthing, cargo handling and storage facilities located in the City and owned and operated by the Authority reasonably suitable for Lessee's business during the Term, any renewal term or holdover of this Agreement. The determination of such necessity is to be determined exclusively by the Authority at its sole discretion. The Authority shall pay the reasonable costs of any such 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, 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 within ten (10) days after receipt of written notice from the Authority to act. The entire cost of said repair, maintenance and replacement, plus thirty percent (30%) in administrative costs, shall be paid by the Lessee to the Authority within fifteen (15) days from the date of the Authority's invoice.

(c) To perform any emergency repairs deemed necessary by the Authority to eliminate any dangerous condition to which the Lessee does not immediately respond or for which immediate repairs are required under the circumstances. The entire cost of such repair, maintenance and replacement, plus thirty percent (30%) in administrative costs, shall be paid by the Lessee to the Authority within fifteen (15) days of the date of the Authority's invoice if such dangerous condition is caused by Lessee's negligence or willful misconduct.

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, provided such costs are more than \$100,000. Should the Lessee desire to make such alterations or improvements to the Premises or any improvement located thereon, the Lessee shall present its request to the Authority in writing, together with plans and specifications for construction of the proposed improvement or alteration. The Lessee may only commence construction upon receipt of the Authority's written Notice to Proceed.

13.2 Indemnification.

The Lessee shall indemnify and save Authority harmless from all loss, damage or liability of any kind or nature by reason of or resulting from Lessee's making any alterations, additions or improvements to the Premises to the extent caused by Lessee's negligence or willful misconduct. 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, ordinary wear and tear excepted and excluding any compacted aggregate base that is graded even with the surfaces around it.

13.3 "As Built" to be Provided.

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

Article 14.
ASSIGNMENT, SUBLETTING AND TRANSFER

The Lessee shall not assign or otherwise transfer any of the rights granted to it by this Agreement, 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 unless such assignment is made to an affiliate or as part of a sale of all of Lessee's assets in Florida and the assignee or its parent company is creditworthy in the reasonable discretion of the Authority, however the Lessee shall provide written notification of the assignment at least ninety (90) days prior to the assignment. Any change in Lessee's ownership involving the transfer of shares comprising twenty-five percent (25%) or more of the Lessee's outstanding voting shares shall be considered a change in ownership which shall require written approval of the Authority for continuation of this Agreement. Such approval shall be given at the sole discretion of the Authority regardless of any other provision of this Agreement to the contrary. No assignment, sublease or transfer will release the Lessee from any of its obligations

or responsibilities under this Agreement unless the Authority grants the Lessee a release in writing.

Article 15.
NO INDIVIDUAL LIABILITY

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

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

16.1 Unauthorized Use.

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

16.2 Unlawful or Hazardous Use Prohibited.

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

16.3 Compliance with the Law.

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

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

16.4 Permits and Licenses.

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

16.5 Fines or Penalties.

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

16.6 Inspection of Premises to Verify Compliance.

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

16.7 Other Rules and Regulations.

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

Article 17.

ENVIRONMENTAL MANAGEMENT, COMPLIANCE AND RESPONSIBILITY

17.1 General Environmental Obligations of the Lessee.

The Lessee shall:

(a) maintain the Premises in compliance in all material respects with any Applicable Environmental Law and be responsible for making any notification or report required to be made under such law concerning the Premises to the designated governmental authority;

(b) obtain and maintain in full force and effect all material governmental approvals required by any Applicable Environmental Law for operations on the Premises;

(c) expeditiously cure at its expense and to the reasonable satisfaction of the Authority any material violation of Applicable Environmental Law at the Premises and/or Terminal Facilities, at Lessee's sole cost and expense, to the extent such violation is attributable to events or conditions that arose from Lessee's operations on the Premises and/or the Terminal Facilities on or after the Effective Date;

(d) not create or operate at the Premises and/or the Terminal Facilities any (i) landfill or dump or (ii) hazardous waste facility or solid waste disposal facility as defined pursuant to RCRA or comparable state or local law; and

(e) except as permitted in (d)(i) above, not manufacture, use, generate, transport, store, release, dispose of or handle any Hazardous Substance at the Premises and/or Terminal Facilities except in the ordinary course of business as of the Effective Date, except in *de minimis* amounts, in compliance with Applicable Environmental Law, without the prior written permission of the Authority or if permitted under the Authority tariff or its reissue.

17.2 **Fueling and Maintenance Areas.**

In the event the Premises contains a site designated for maintenance and fueling of vehicles, equipment or containers, the 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 resulting from operations of Lessee, or its employees, agents, contractors, licensees, subtenants or invitees conducted on the Premises and/or the Terminal Facilities during the Term (or that occurs during any period of holding over as contemplated by Section 3.3), or that occurred at any time after

Lessee's initial occupancy of the Premises, including without limitation, the payment of all investigative, clean up or restoration costs associated therewith.

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

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

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

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

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

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

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

17.5 **Environmental Inspection.**

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

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

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

Article 18.
SECURITY

The Authority shall provide roving guard service on the Terminal Facilities; however, the Lessee shall not be considered to be a third party beneficiary of the guard service provided by the Authority.

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. Any additional security deemed necessary by the Lessee specifically for the Premises shall be the responsibility of Lessee and shall be procured by the Lessee at its sole expense.

18.1 **Burden of Compliance.**

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

recognizes that the Authority has certain security responsibilities imposed on it by law as the owner of the Premises and in its capacity as a public deep water port.

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

18.2 **Security Access.**

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

The Lessee shall allow unrestricted access to the Premises through a gate to be designated by the Authority. The Authority shall issue a lock to the Lessee to be maintained on the designated gate and keys to said lock and the Lessee shall maintain proper key control as required by 33 CFR Part 105, Section 311.12 Florida Statutes, the Florida Seaport Security Standard Minimum Requirements and the Authority's Seaport Security Plan and shall be subject to audit by the Authority as required by such. Every effort shall be made by the Authority and Lessee to identify a mutually agreed-upon gate for the emplacement of the Authority's access control lock. If a mutual agreement can not be reached, the Authority's Facility Security Officer shall designate the security access gate. The Lessee shall not alter, tamper, modify, remove, destroy or install additional locks or conduct other such activities to prohibit or delay access by the Authority or its designee. The gate will be marked with signage furnished and installed by the Authority. The Lessee shall immediately report to the Authority any damage or loss of any lock, key or sign. In the event the Authority or its designee is unable to gain access through the designated gate due to actions of the Lessee (including, but not limited to, all persons invited or welcomed by the Lessee for any purpose), the Authority 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, in the event of a dispute relating to the design or construction of the Project which does not relate to the non-payment of a financial obligation by Lessee, 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.

(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.

19.5 **Non-Waiver of Immunity.**

Nothing contained in this Article 19 shall be construed as modifying, limiting, restricting or otherwise adversely affecting the sovereign immunity defenses and limitations available to the Authority under Section 768.28, Florida Statutes and other sovereign immunity limitations of applicable law.

Article 20.
SURRENDER OF LEASED PREMISES

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

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

20.2 **Title to Improvements.**

Upon expiration or termination of the Term, all buildings, fixtures and other improvements built on, or made to, the Premises by the Lessee shall remain on the Premises and shall immediately become the exclusive property of the Authority 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, and except that Lessee shall have the right to remove any personal property including but not limited to mobile equipment, the modular office building, and stockpiles of materials at any time during 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) days of the due date; or

(c) If the Lessee files a voluntary petition for bankruptcy, or makes a general assignment for the benefit of creditors; or

(d) If the Lessee is adjudicated bankrupt; or

(e) If any act occurs which deprives the Lessee permanently of the rights, powers and privileges necessary for the proper conduct and operation of its business; or

(f) If at any time the Lessee abandons and ceases to use the Premises for a period of six (6) months, 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, declare all Fees and other charges and amounts which are then due and payable and costs of the Authority to prepare the Premises for reletting to be immediately due and payable. The Authority shall make reasonable attempts to mitigate the damages caused by Lessee's Event of Default and amounts recovered by the Authority from the use of the Premises subsequent to the Event of Default shall offset the amounts that the Authority recovers hereunder.

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

21.3 **Remedies not Exclusive.**

No remedy under this Article 21 is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or existing in law or equity. No delay or omission to exercise any right upon breach shall impair any such right or shall be construed to be a waiver thereof.

21.4 **Time of Termination:**

Except as may be specifically otherwise provided for in this Agreement, no termination declared by either party shall be effective unless and until thirty (30) days have elapsed after written notice of the termination is received by the other party specifying when such termination shall take effect and detailing the cause for termination of the Agreement. If such termination is by reason of a default for which termination is authorized under this Agreement, that default must be specified. No termination shall be effective if such default shall have been cured during such thirty (30) day period, nor shall such termination be effective if correction of the default is commenced within said thirty (30) days and completed as promptly as reasonably practicable. Notwithstanding the foregoing, the Authority shall not be required to give the Lessee notice of Lessee's commission of the same or a similar type of default more than twice during any

consecutive twelve (12) month period and the Lessee's failure to cure after the second notice. If this Agreement is to be terminated for failure of the Lessee to pay Premises Rental Fees or any other fees and charges stipulated in **Exhibit B** within thirty (30) days of the date due, the Authority may give the Lessee notice of its intent to terminate this Agreement within fifteen (15) days after said thirty (30) day period has expired. However, if payment in full is made within this fifteen (15) day period, this Agreement shall not terminate.

21.5 Interruption of Utilities, Services or the use of Facilities.

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

21.6 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 then due Rent and any other amounts due and payable to the Authority, to cancel this Agreement in its entirety without penalty as long as the Authority cannot offer the Lessee suitable replacement premises.

**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:

Area Manager
 Martin Marietta Materials, Inc.
 9124 August Drive
 Jacksonville, Florida 32226

22.7 Place of Payment.

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

Lockbox:	Jacksonville Port Authority PO Box 865820 Orlando, FL 32886-5820 Lockbox number: 865820
ACH: Bank:	Wells Fargo Bank, N.A. 1 Independent Drive Jacksonville, FL 32202
Account #:	4613062413
Account Name:	Jacksonville Port Authority Operating Account
Wire ABA:	121000248

22.8 Headings.

The headings of the articles and sections of this Agreement are included only as a matter of convenience and for reference and in no way define or limit the scope or intent of the provisions of this Agreement. They shall not be construed to affect the provisions of this Agreement or to define or limit the interpretation or construction of this Agreement.

22.9 Counterpart.

This Agreement may be signed in any number of counterparts, each of which shall be deemed an original so long as it bears the signature of the authorized representatives of both parties.

22.10 Independent Contractor.

The parties hereto agree that the 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 shall be equitably adjusted in proportion to the reduced production capacity of the Premises attributable to the part so taken, subject to Section 21.6.

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

22.13 **Quiet Enjoyment.**

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

The Authority agrees that, notwithstanding anything else in this Agreement, any time that it intends to access the Premises it shall first give Lessee at least 24-hours written notice (except in the case of emergencies), and it shall comply with Lessee's safety rules while on the Premises including but not limited to signing in when arriving on-site.

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, hurricanes and tropical storms, 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, and any other fees and charges.

22.15 **Governing Law.**

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

22.16 **Liens and Encumbrances.**

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

22.17 **Inspection of Records.**

The Authority shall have the right to inspect the books, records or other data of the Lessee, provided such inspection is made during regular business hours and no more than one time per year. The Lessee agrees to retain and make available all books, records or other data pertaining to tonnage and throughput for at least five (5) years (however hard copies of any data and records will only be retained for two (2) years) following the termination of this Agreement.

22.18 **Radon Gas.**

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

22.19 **Asbestos.**

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

22.20 **Construction.**

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

22.21 Non-licensed Spectrum Devices.

The Lessee agrees that it will consult and notify the Authority of additions of non-licensed spectrum devices within the Authority's property. These devices include wireless access points, RFID systems and cordless phones utilizing 900 MHz, 2.4 GHz and 5.8 GHz spectrum. The Authority will document and coordinate usage of these frequencies in an effort to provide maximum usability for both tenants and the Authority and Lessee will cooperate to avoid interference with the Authority's property. Notification of additions or removal of RF frequency devices should be forwarded to the Authority's Director of Information Technology who will respond within 10 business days to acknowledge and permit usage, provided the intended usage does not interfere with other tenants or the Authority initiatives. The Authority will provide for an annual RF survey. The results of this survey will be made available to the Authority tenants to allow for design and future initiatives.

22.22 Survival.

Any obligations and duties that by their nature extend beyond the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement and remain in effect. Without limiting the foregoing, all obligations for the payment of fees or other sums accruing up to the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement.

22.23 Non-Waiver of Immunity.

Nothing contained in this Agreement shall be construed as modifying, limiting, restricting or otherwise adversely affecting the sovereign immunity defenses and limitations available to the Authority under Section 768.28, Florida Statutes, and other sovereign immunity limitations of applicable law.

22.24 No Third Party Beneficiaries.

This Agreement shall be binding upon and inure solely to the benefit of each party hereto. Nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Agreement.

22.25 Annual Appropriation.

The Authority, as of the Effective Date, hereby represents and warrants to the Lessee that it has power to enter into this Agreement and to perform all acts required to be performed by the Authority and that its execution and delivery have been duly authorized. Obligations of the Authority hereunder are subject to annual appropriation.

22.26 Representations and Warranties of Lessee.

The Lessee, as of the Effective Date, hereby represents and warrants to the Authority that it has corporate power to enter into this Agreement and to perform all acts required to be

performed by the Lessee and that its execution and delivery have been duly authorized by all necessary corporate action.

22.27 **Further Assurances.**

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

**Article 23.
ENTIRE AGREEMENT**

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

[SIGNATURE PAGE FOLLOWS]

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

Witness:

JACKSONVILLE PORT AUTHORITY

By: _____
Print Name: _____

By: _____
Name: Eric B. Green
Its: Chief Executive Officer

Witness:

By: _____
Print Name: _____

Witness:

MARTIN MARIETTA MATERIALS, INC.

By: _____
Print Name: _____

By: _____
Its: _____
Print Name: _____

Witness:

By: _____
Print Name: _____

Exhibit A PREMISES



Exhibit B
TERM AND SCHEDULE OF FEES AND CHARGES

I. TERM:

A. Initial Term: The Initial Term of this Agreement shall commence on June 1, 2024 and terminate at midnight December 31, 2035.

B. Renewal Term: The Initial Term of this Agreement may be extended for two (2) additional terms of five (5) years each (each, a Mutual Extension Option Term).

II. PREMISES RENTAL FEE: Lessee shall pay the Authority a Minimum Annual Guarantee in the form of a premises rental fee, as more fully set forth below. The Premises Rental Fee includes both the land lease and the cargo throughput (wharfage, and terminal use charges). All Premises Rental Fees are subject to Florida State Sales Tax, which shall be Lessee’s sole obligation; provided, however, that to the extent Lessee is responsible for payment to the Authority of any taxes due by Lessee hereunder, then the Authority shall be responsible for collecting and remittance thereof of the appropriate governmental or quasi-governmental agency, as applicable.

PREMISES

Date	Acres	Rate/Acre	Annual Rental Fee	Monthly Rental Fee
Beginning - 6/1/2024 through 10/31/2025	25.46	\$66,771.41	\$1,700,000.00	\$141,666.67
Beginning - 11/1/2025 through the remainder of the Term(s)	25.46	\$78,554.60	\$2,000,000.00	\$166,666.67

III. ANNUAL INCREASE IN FEES:

On November 1, 2026 and on November 1 of each Contract Year thereafter throughout the Term of this Agreement, 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 November. The percent of increase in the CPI for this twelve month period will be computed utilizing the index for Urban Wage Earners and Clerical Workers 1982-84 = 100, All Items, as published by the Bureau of Labor Statistics of the U. S. Department of Labor or any successor agency. In any given year during any Term of this Agreement, the increase in the premises rental fees shall not exceed three and one-half percent (3.5%). This annual increase in fees shall be self-executing and shall automatically take effect on November 1 of each Contract Year without the necessity of any formal amendment being made to this Agreement in order to implement an increase. If there has been a negative fluctuation in the CPI

at the time an annual increase would have otherwise been implemented, such negative fluctuation shall not be used to reduce the amount of any fees previously paid by Lessee and therefore the ensuing year, Lessee shall pay fees and charges calculated according to the same rates that were in effect for the previous year. If the CPI becomes unavailable or is revised, a substitute shall be used to obtain substantially the same results as would be obtained if the CPI had not been discontinued or revised.

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

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.

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. PROTECTION AND INDEMNITY (P&I) \$5,000,000

V. 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.

VI. TERMINAL OPERATOR'S AND STEVEDORE'S LIABILITY: Lessee shall carry Terminal Operator's and Stevedore's Liability Insurance in an amount of not less than \$2,000,000 per occurrence.

VII. POLLUTION LIABILITY: Lessee shall carry Pollution Legal Liability Insurance in an amount no less than \$5,000,000 per incident/aggregate for bodily injury, property damage, business interruption and extra expense covering process, operations and transportation/vehicles, loading and unloading.

BD2024-05-03



SUBMISSION FOR BOARD APPROVAL

SUBJECT: USACE MOA Amendment – Engineering/Testing/Permitting for Offshore Dredge Material Disposal

COST: \$835,000.00

BUDGETED: YES

In August 2021, JAXPORT executed a Memorandum of Agreement with the Department of the Army (US Army Corp of Engineers, Jacksonville District) to perform maintenance work on the West Bartram Dredge Material Disposal Facility. The primary purpose of the efforts is to continue to create capacity at the Dredge Material Management Areas (DMMA) for future placement of material dredged from the JAXPORT berths.

STATUS:

JAXPORT has contracted with the USACE through this agreement for activities to dewater the cell, maintenance of the perimeter berms and weirs, and the removal of material to create capacity. JAXPORT would like to take steps to preserve the capacity of the DMMA for the material required to be placed in the upland DMMA and take all other material to the Ocean Dredge Material Disposal Site (ODMDS). This will extend the life of the existing DMMA by reducing the annual volume of material placed in the upland sites. In order to begin placement of material in the ODMDS, material testing and EPA Section 103 compliance measures must be taken to obtain the required permits. This same process is required by the USACE for the material removed for Federal Channel maintenance. The USACE is preparing to start the process to obtain the necessary approvals for the federal channel. JAXPORT would like to partner with USACE to have the necessary testing and Section 103 compliance requirements performed for the JAXPORT berths concurrent with the federal channel approvals. The estimated cost for the JAXPORT portion of the material testing and Section 103 compliance approvals is \$835,000.

RECOMMENDATION:

Management recommends Board of Directors approval to submit the \$835,000 to the Department of the Army, which represents the estimated cost of the material testing and Section 103 compliance approvals to allow JAXPORT to place the berth maintenance dredge material in the ODMDS.

BD2024-05-03



SUBMISSION FOR BOARD APPROVAL

BUDGET:

This is an operational expense for Berth Maintenance Dredging.

ATTACHMENTS:

Department of Army letter for the services requested
Executed Memorandum of Agreement with the Department of the Army, dated August 3, 2021

RECOMMENDED FOR APPROVAL:

James Bennett
Chief Operating Officer

James G. Bennett, PE
James G. Bennett, PE (May 21, 2024 11:27 EDT)

Signature and Date

SUBMITTED FOR APPROVAL:

Eric Green
CEO

Eric B. Green
Eric B. Green (May 21, 2024 14:01 EDT)

Signature and Date

BOARD APPROVAL:

May 28, 2024
Meeting Date

Rebecca Dicks/Recording Secretary

ATTEST:

Soo Gilvarry, Secretary

Daniel K. Bean, Chairman



DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, JACKSONVILLE DISTRICT
701 SAN MARCO BOULEVARD
JACKSONVILLE, FL 32207-8137

April 25, 2024

Programs and Project Management Division
Water Resources Branch

Mr. Eric Green
Executive Director
Jacksonville Port Authority
Post Office Box 3005
2831 Talleyrand Avenue
Jacksonville, Florida 32206-0005

Dear Mr. Green:

Pursuant to the executed Memorandum of Agreement (MOA), between the Department of the Army and the Jacksonville Port Authority (JAXPORT) for work associated with the Dredged Material Management Areas (DMMA) including the Ocean Dredged Material Disposal Site (ODMDS) for the Jacksonville Harbor, Florida Federal Navigation Project, the non-Federal Sponsor, shall provide funds required to cover all costs associated with creation of additional non-Federal capacity. Further clarification is provided in paragraph 1 of the MOA.

The total estimated cost for material testing and Section 103 compliance measures of the non-Federal berths for ODMDS placement is estimated to be \$835,000. Payment should be made to the "Finance and Accounting Officer, Jacksonville District" and sent to the Department of the Army, Jacksonville District, Attn: CESAJ-PM-WN (Mr. Jason Harrah), 701 San Marco Boulevard, Jacksonville, Florida 32207. As an alternative, information is attached regarding use of wire transfer to deposit funds into the cost share account.

If you have any further questions or need any additional information, please contact the Project Manager, Jason Harrah, at 904-232-1381.

Sincerely,

Milan A. Mora, P.E.
Chief, Water Resources Branch

MEMORANDUM OF AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
JACKSONVILLE PORT AUTHORITY
FOR MAINTENANCE

AT THE DREDGED MATERIAL MANAGEMENT AREA AT BARTRAM ISLAND
AS PART OF THE
JACKSONVILLE HARBOR, FLORIDA FEDERAL NAVIGATION PROJECT

This MEMORANDUM OF AGREEMENT (hereinafter the "MOA") is entered into this 3rd day of August, 2021, by and between the Department of the Army (hereinafter the "Government"), represented by the U.S. Army Engineer, Jacksonville District (hereinafter the "District Engineer"), and the Jacksonville Port Authority (hereinafter the "Non-Federal Sponsor"), represented by its Chief Executive Officer.

WITNESSETH, THAT:

WHEREAS, the Government and the Non-Federal Sponsor executed a Project Cooperation Agreement on September 27, 2006 for construction, operation, and maintenance of River Mile 14.7 to River Mile 20 for the Jacksonville Harbor, Florida Federal Navigation Project (hereinafter the "Project"), which included the disposal site at Bartram Island, pursuant to Section 129 of the Energy and Water Development Appropriations Act, 2006, Public Law 109-103;

WHEREAS, the Government constructed the Project and constructed additional capacity at the West Bartram Island Dredged Material Disposal Facility (hereinafter the "Additional Capacity") at the Non-Federal Sponsor's expense pursuant to Section 217(a) of the Water Resources Development Act of 1996, Public Law 104-303 (33 U.S.C. 2326a(a)), by raising the dikes in connection with construction, operation, or maintenance of the Project;

WHEREAS, the Non-Federal Sponsor has requested that the Corps to perform maintenance for the Additional Capacity; and

WHEREAS, the Government and the Non-Federal Sponsor have the full authority and capability to perform in accordance with the terms of this Agreement.

NOW, THEREFORE, the Government and Non-Federal Sponsor agree as follows:

1. The Non-Federal Sponsor shall pay all costs associated with maintenance of the Additional Capacity, including the costs of environmental compliance and supervision and administration. The cost of maintenance is estimated to be \$500,000. While the Government will endeavor to limit costs associated with maintenance of the Additional Capacity to this estimate, the Non-Federal Sponsor acknowledges that the actual costs may exceed the estimated amount due to claims or other unforeseen circumstances, and that the Non-Federal Sponsor is responsible for all costs, including any claims, related to maintenance of the Additional Capacity.
 - a. Within 90 calendar days of execution of this MOA, the Non-Federal Sponsor shall provide to the Government \$500,000 which is the current estimated cost of maintenance of the Additional Capacity.
 - b. If at any time the Government determines that additional funds are needed, the Government shall notify the Non-Federal Sponsor, and no later than thirty (30) calendar days from receipt of such notice, the Non-Federal Sponsor shall provide to the Government the full amount of the additional funds.
 - c. The Non-Federal Sponsor shall provide required funds to the Government by delivering a check payable to "FAO, USAED Jacksonville (K3)" to the District Engineer or providing an Electronic Funds Transfer of such funds in accordance with procedures established by the Government.
2. The Non-Federal Sponsor shall provide, at no cost to the Federal Government, all lands, easements, and rights-of-way required for maintenance of the Additional Capacity.
3. The Government shall not commence maintenance of the Additional Capacity until all applicable environmental laws and regulations have been complied with, including, but not limited to, the National Environmental Policy Act of 1969 (42 U.S.C. 4321-4347) and Section 401 of the Clean Water Act (33 U.S.C. 1341).
4. The Government shall provide the Non-Federal Sponsor with quarterly reports of obligations for maintenance of the Additional Capacity. The first such report shall be provided within thirty (30) calendar days after the final day of the first full quarter of the Government fiscal year following receipt of funds pursuant to this MOA. Subsequent reports shall be provided within thirty (30) calendar days after the final day of each succeeding quarter.
5. Upon conclusion of maintenance and resolution of all relevant claims and appeals, the Government shall conduct a final accounting of costs for maintenance of the Additional Capacity and furnish the Non-Federal Sponsor with the written results of such final accounting. Should the final accounting determine that additional funds are required from the

Non-Federal Sponsor, the Non-Federal Sponsor, within sixty (60) calendar days of receipt of written notice from the Government, shall provide the Government with the full amount of such additional required funds. If the costs of maintenance of the Additional Capacity are less than the amount of funds provided by the Non-Federal Sponsor, the Government, subject to the availability of funds, shall refund the excess to the Non-Federal Sponsor within sixty (60) calendar days of such written notice. Such final accounting does not limit the Non-Federal Sponsor's responsibility to pay all costs of maintenance of the Additional Capacity, including contract claims or any other liability that may become known after the final accounting.

6. The Non-Federal Sponsor shall hold and save the Government free from all damages arising from maintenance of the Additional Capacity, except for damages due to the fault or negligence of the Government or its contractors.

7. In the exercise of their respective rights and obligations under this MOA, the Government and the Non-Federal Sponsor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other.

8. Notices.

a. Any notice, request, demand, or other communication required or permitted to be given under this MOA shall be deemed to have been duly given if in writing and either delivered personally or mailed, with return receipt, by registered or certified mail, as follows:

If to the Non-Federal Sponsor:

Chief Executive Officer
Jacksonville Port Authority
P.O. Box 3005
Jacksonville, Florida 32206-0005

If to the Government:

District Commander
U.S. Army Corps of Engineers
Jacksonville District
P.O. Box 4970
Jacksonville, Florida 32232-0019

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

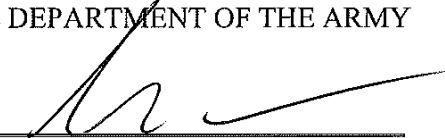
9. This MOA may be modified or amended only by written, mutual agreement of the parties.

IN WITNESS WHEREOF, the parties have executed this MOA as of the day, month, and year first above written.

THE DEPARTMENT OF THE ARMY

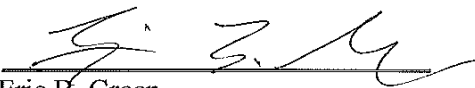
JACKSONVILLE PORT AUTHORITY

BY:



Andrew D. Kelly, Jr.
Colonel, U.S. Army
District Commander

BY:



Eric B. Green
Chief Executive Officer

DATE:

3-AUG-21

DATE:

3-22-21

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

AC-2024-0521-02
Reference No.

File

05/21/2024
Date

SUBJECT: Annual Maintenance Dredging Services for JAXPORT
JPA Project No.: 175/176/189.5855 JPA Contract No.: C-1691 CO#1
Manson Construction Company

COST: \$9,959,297.00 **BUDGETED** **NON-BUDGETED**

BACKGROUND:

This contract provides Annual Maintenance Dredging Services for JAXPORT's berthing facilities. The scope of work includes furnishing of labor materials, equipment, transportation plan and supervision necessary to remove and deposit dredge materials on Bartram Island, Buck Island, or the Ocean Dredge Material Disposal Site (ODMDS) as directed by JAXPORT. The dredging for all JAXPORT berths are included in this contract.

On October 7, 2019 the Board of Directors approved a contract to Manson Construction Company for an initial period of five (5) years starting on October 1, 2019 through September 31, 2024, with an option to renew for two (2) additional one (1) year periods at the sole discretion of JAXPORT, with annual expenditures in accordance with the annual approved budgeted appropriations.

This Change Order No. 1 is requested for the following:

- Add an offshore disposal site.
- Increase the dredge unit price from \$16.60 for disposal at upland sites to \$18.60 for disposal at upland and offshore (ODMDS) sites.
- Extend the renewal options from two (2) additional one (1) year options to one (1) additional five (5) year option

This is a budgeted FY25 operating expense and will be funded with 100% JPA Funds with the annual expenditure in accordance with the approved budgeted appropriations.

RECOMMENDATION:

Management recommends the Board of Directors approve the issuance of Change Order No. 1 to Manson Construction Company in the amount of \$9,959,297.00 for Annual Maintenance Dredging Services FY25. Approval is further requested for adjusting the annual expenditure in accordance with the annual approved budgeted appropriations.

AC-2024-0521-02

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: Manson Construction Proposal to JAXPORT Dated 03/08/2024

ORIGINATED BY:

SUBMITTED FOR APPROVAL

Kelsey Cox
Kelsey Cox (May 22, 2024 13:35 EDT)
Kelsey Cox, Sr. Director, Engineering & Construction

Retta Rogers
Retta Rogers (May 22, 2024 17:08 EDT)
Retta Rogers, Director, Procurement Services

AWARDS COMMITTEE ACTION

APPROVED

APPROVED/REJECTED/DEFERRED

CONDITIONS OF APPROVAL (IF ANY):

Sandra Platt
Sandra Platt (May 23, 2024 08:00 EDT)
Sandra Platt, Secretary to Awards Committee

Robert Peek
Robert Peek (May 23, 2024 08:30 EDT)
Robert Peek, Chair to Awards Committee

CHIEF EXECUTIVE OFFICER ACTION

APPROVED

APPROVED/REJECTED/DEFERRED

CONDITIONS OF APPROVAL (IF ANY):

Eric B. Green
Eric B. Green (May 23, 2024 10:35 EDT)
Eric B. Green, Chief Executive Officer

CONDITIONS OF APPROVAL (IF ANY):

_____ Rebecca Dicks, Corporate Secretary

BOARD DECISION

APPROVED/REJECTED/DEFERRED

CONDITIONS OF APPROVAL (IF ANY):

_____ Board Chairman

_____ Board Secretary

ATTACHMENT A

MANSON CONSTRUCTION CO. PROPOSAL TO JAXPORT


3/8/2024

AS-BID Unit Rates -2018

BUCK ISLAND DISPOSAL PRICING FOR YEARS 3 and 5 - FY22 through FY24				TIERED RATE STRUCTURE		
			Otion 1	Amount over MAG of 260,000		
Item	Description	Unit of Measure	Dredging Unit Price \$/CY (Fuel cost not included)	From 260,001 to 350,000	From 350,001 to 450,000	Greater than 450,000
Enter Percentage discount in price for volumes over MAG of 260,000 CY -->				15%	25%	35%
	Mobilization	LS	\$250,000			
1	BIMT Berths 20, 22, 30 through 35, and DPMT Berths 10, 16, 17, 18, and Turning Basin	CY	\$16.60			
2	TMT Berths 3-8	CY	\$16.60			
3	Basis for Fuel (#of Gallons/Cubic Yard) -		0.40			
Minimum Annual Guarantee for Cubic Yards per Year - 260,000CY			\$4,316,000.00			

Proposed FY25-29 Rates

UPLAND or OFFSHORE DISPOSAL PRICING FOR YEARS FY25 through FY 29				TIERED RATE STRUCTURE		
			Otion 1	Amount over MAG of 260,000		
Item	Description	Unit of Measure	Dredging Unit Price \$/CY (Fuel cost not included)	From 260,001 to 350,000	From 350,001 to 450,000	Greater than 450,000
Enter Percentage discount in price for volumes over MAG of 260,000 CY -->				15%	25%	35%
	Mobilization Per Year	LS	\$300,000			
1	BIMT Berths 20, 22, 30 through 35, and DPMT Berths 10, 16, 17, 18, and Turning Basin	CY	\$18.60			
2	TMT Berths 3-8	CY	\$18.60			
3	Basis for Fuel (#of Gallons/Cubic Yard) -		0.40			
Minimum Annual Guarantee for Cubic Yards per Year - 260,000CY			\$4,836,000.00			


 Henry R. Sutton Jr., V.P. 3/8/24

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

AC-2024-0521-01
Reference No.

File

05/21/2024
Date

SUBJECT: Terminal Development for SET – CM at Risk GMP7 Packages
JPA Project No.: B2022.11 JPA Contract No.: AE-1830 CO#14
JE Dunn Construction Company

COST: \$131,039.00 BUDGETED NON-BUDGETED

BACKGROUND:

This package consists of the following scopes of work: final cleaning, Unistrut framing, glass & glazing storefront, glass sliding doors, glass railing, Division 10 items, interior signage and landscaping & hardscapes, for AE-1830 Terminal Development for SE Toyota.

On Monday, April 1, 2024, JE Dunn Construction Company, the Construction Manager at Risk (CMAR) for the AE-1830 Terminal Development for SE Toyota Project, solicited bids from qualified and licensed contractors for eight (8) separate bids packages for the scopes of work listed above. On Monday, April 8, 2024, a non-mandatory pre-bid conference was held virtually via a “Microsoft Teams” meeting. JE Dunn received bids for these packages from April 30th to May 3rd, 2024.

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

	Scope of Work	Selected Bidder	Amount
1	Division 10	Precision Walls	\$ 186,011.00
2	Landscaping	The Greenery	\$ 94,039.00
3	Glass Railing	VIVA Railing	\$ 80,620.00
4	Final Cleaning	ABM	\$ 187,381.00
5	Glass Sliding Doors	Falkbuilt	\$ 168,740.00
6	Aluminum Storefront	Capital Glass	\$ (208,000.00) *
7	Unistrut	JE Dunn – Self_Perform	\$ (411,901.00) *
8	Interior Signage	Colby & Colby	\$ 21,833.00
		Total =	\$ 118,723.00

*These two packages were revised after performing value engineering and modifying the scope, and new bids received. Amount shown is net difference from originally received/approved bid and the new bid.

EXPENSE CATEGORY:

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

This is a budgeted capital item for FY 24, and will be funded with 50% FDOT funds and 50% SET funds up to a maximum spend of \$39,560,000.00. Excess cost above that amount are the responsibility of SET.

AC-2024-0521-01

FINANCIAL:

Available Budget:	\$12,111,934
Proposed Expense:	<u>\$ 9,567,839</u>
Remaining Balance:	\$ 2,544,095

RECOMMENDATION:

Management recommends that the Board of Directors approve the issuance of Project Continuation Order (CPO) No. 14 to JE Dunn Construction Company in the amount of \$131,039 for Terminal Development at SET – CM at Risk GMP7, plus additional funds in the amount of \$2,598,866 for necessary modifications related to unforeseen changes to previously bid packages, \$3,000,000 for potential building modifications to address requirements by the tenants insurance provider, and \$3,837,934 additional contingency to be used as necessary for project changes. The total contract cost to include Change Order Nos. 1 – 14 will be \$124,299,435.52.

AC-2024-0521-01

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

Attachments: JE Dunn Construction Company GMP#7 Request Dated 05/07/2024
Award Recommendation dated 03/14/2024

ORIGINATED BY:

SUBMITTED FOR APPROVAL

Kelsey Cox
Kelsey Cox (May 22, 2024 13:35 EDT)
Kelsey Cox, Sr. Director, Engineering & Construction

Retta Rogers
Retta Rogers (May 22, 2024 17:08 EDT)
Retta Rogers, Director, Procurement Services

AWARDS COMMITTEE ACTION

APPROVED

APPROVED/REJECTED/DEFERRED

CONDITIONS OF APPROVAL (IF ANY):

Sandra Platt
Sandra Platt (May 23, 2024 08:00 EDT)
Sandra Platt, Secretary to Awards Committee

Robert Peek
Robert Peek (May 23, 2024 08:30 EDT)
Robert Peek, Chair to Awards Committee

CHIEF EXECUTIVE OFFICER ACTION

APPROVED

APPROVED/REJECTED/DEFERRED

CONDITIONS OF APPROVAL (IF ANY):

Eric B. Green
Eric B. Green (May 23, 2024 10:35 EDT)
Eric B. Green, Chief Executive Officer

CONDITIONS OF APPROVAL (IF ANY):

_____ Rebecca Dicks, Corporate Secretary

BOARD DECISION

APPROVED/REJECTED/DEFERRED

CONDITIONS OF APPROVAL (IF ANY):

_____ Board Chairman

_____ Board Secretary



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

CAPITAL PURCHASE ORDER

VENDOR: JE Dunn Construction #15379 **CONTRACT NO:** AE-1830-14

ADDRESS: 24 Drayton Street, Suite 400 **REQUESTING DEPT:** Engineering

Savannah, GA 31401 **JAXPORT TELEPHONE:** (904)357-3062

Scott Bodden, Project Manager **JAXPORT CONTACT:** James "Tripper" Jones

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

DESCRIPTION	
Change Order No. 9 to CPO 4868	
Provide all necessary labor, materials, equipment and supervision to perform Final Cleaning, Unistrut Framing, Glass & Glazing, Storefront, Glass Sliding Doors, Glass Railing, Division 10 Items, Interior Signage and Landscapes & Hardscapes , services as per GMP7 on the 89 acres located at BIMT. Terms and Conditions are in accordance with contract AE-1830. (See GMP Package No. 7 dated 05/07/2024 attached).	
TOTAL GMP PACKAGE 7: \$ 131,039.00	
*Current Contract Value to include Change Order No. 1 – 14 is \$124,299,435.52	
COO APPROVAL: <u>James G. Bennett, PE</u> <small>James G. Bennett, PE (May 22, 2024 13:00 EDT)</small>	AUTHORIZED COST: \$ 131,039.00

REQUESTED BY: James Jones
James Jones (May 22, 2024 09:44 EDT)

ENGINEERING APPROVAL: Kelsey Cox
Kelsey Cox (May 22, 2024 13:35 EDT)

PROCUREMENT APPROVAL: Retta Rogers
Retta Rogers (May 22, 2024 17:08 EDT)

CHIEF EXECUTIVE OFFICER: Eric B. Green
Eric B. Green (May 23, 2024 10:35 EDT)

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

PROCUREMENT PROCESS / AWARD RECOMMENDATION

DATE: 05/14/2024

PROJECT BUDGET TITLE: Terminal Development for SET – CM at Risk – GMP7

PROJECT BUDGET: \$ 130,877,705.58

PROJECT NUMBER: B2022.11

JPA CONTRACT NO.: AE-1830

CHANGE ORDER NO.: 14

TOTAL CO AMOUNT: **\$131,039.00 “GMP7”**
 PRIOR CO AMOUNT: **\$ 123,468,396.52 “CO 1 – 13”**
 ORIGINAL CONTRACT AMOUNT: **\$ 700,000.00**
 TOTAL CONTRACT AMOUNT W/CO’s: **\$ 124,299,435.52**

IS THE PROJECT/CO WITHIN BUDGET: : YES/NO YES If NO, Complete Budget Transfer as required (H:\Mar_eng\BUDGET\Budget Transfers), contact Terminal Director and provide the following: Capital Account “transfer from”: N/A “Amount of transfer” \$: N/A include email authorization from Director.

PROCUREMENT IN ACCORDANCE WITH SOP 1215: YES/NO YES If NO, provide details:

RECOMMENDED AWARD: YES/NO YES

RECOMMENDED AWARD AMOUNT \$: 131,039.00

Reviewed and Approved for signature by:

	<u>Approved/Disapproved</u>	<u>Signature</u>	<u>Date</u>
JE Dunn, Contractor	APPROVED	<u>Jeffrey Gazaway</u> <small>Jeffrey Gazaway (May 15, 2024 10:55 EDT)</small>	May 15, 2024
Brad Chupp, SET	APPROVED	<u>Bradley Chupp</u> <small>Bradley Chupp (May 15, 2024 14:05 EDT)</small>	May 15, 2024
Retta Rogers, Director	APPROVED	<u>Retta Rogers</u> <small>Retta Rogers (May 15, 2024 14:07 EDT)</small>	May 15, 2024
Jose Vazquez, Director	APPROVED	<u>Jose Vazquez</u> <small>Jose Vazquez (May 15, 2024 14:45 EDT)</small>	May 15, 2024
Kelsey Cox, Sr. Director	APPROVED	<u>Kelsey Cox</u> <small>Kelsey Cox (May 15, 2024 14:46 EDT)</small>	May 15, 2024



www.jedunn.com

May 7th, 2024

Kelsey Cox
Senior Director, Engineering & Construction
Jacksonville Port Authority
2831 Talleyrand Ave.
Jacksonville, Florida 32206

RE: AE-1830 Terminal Development for SE Toyota
SE Toyota – Blount Island Automotive Distribution Facility
GMP – Package #07 – Misc. Scopes of Work

Ms. Cox,

JE Dunn Construction Company is pleased to provide pricing for GMP Package #07, for the AE-1830 Terminal Development for SE Toyota (“SET”).

The scope of services for this proposal includes the final cleaning, Unistrut framing, glass & glazing storefront, glass sliding doors, glass railing, Division 10 items, interior signage, and landscaping & hardscapes as detailed in Appendix A, and based off the Appendix A-1, Drawings and Specifications Log attached herein.

In addition to the cost of work items mentioned above, the GMP Package #07 estimate includes JE Dunn’s markups for insurances, construction manager’s contingency and contractor’s fee, as allowable by the Prime Contract.

Total for GMP Package #07\$131,039.00

** GMP Package #07 – JE Dunn Owner Change Order Form, attached herein*

** GMP Package #07 – Trade Summary and Detail, attached herein*

** GMP Package #07 – Qualifications and Clarifications, attached in Appendix A*

** GMP Package #07 – Contract Document and Specification Log, attached in Appendix A-1*

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

Sincerely,

JE DUNN CONSTRUCTION

Scott Bodden, Project Executive



DocuSign Envelope ID: F5B9E271-51E0-460A-9F87-03F4249944DA



J.E. Dunn Construction Company

1001 Locust St
Kansas City MO 64106

CHANGE ORDER

NO. OWNER018

Page: 1 of 1

Title:	GMP Package #07	Issue Date:	05-07-2024
Project:	Southeast Toyota JAXPORT Facility	Job:	23012000
To:	JACKSONVILLE PORT AUTHORITY	Contract:	23012000
	2831 TALLEYRAND AVE		
	Phone: 904-357-3000		

This Change Order Summary identifies adjustments to the Contract Sum and/or Contract Time of the applicable Contractor for the Potential Change Item (PCI) items set forth below. A summary of the revised Contract Sum for all Contractors, including the adjustments in this Change Order Summary, are attached.

PCI #	Description	Bill Amount
0071	GMP Package #07	131,039.00
Total:		131,039.00

The Total of All Original Contract Sums was	700,000.00
Net Change by Previously Authorized Requests and Changes	119,609,737.83
The Total of All Contract Sums Prior to This Change Order was	120,309,737.83
The Total of All Contract Sums will be Increased	131,039.00
The New Total of All Contract Sums Including This Change Order	120,440,776.83

Change Order does not include changes in the Contract sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and the Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

Not valid unless signed by the required parties

ACCEPTED:

DocuSigned by:
J.E. Dunn Construction Company
Jeff Gazaway
Signed: _____
Print: Jeff Gazaway
Date: May 7, 2024 | 1:00:13 CDT

DocuSigned by:
SOUTHEAST TOYOTA
Brad Chupp
Signed: _____
Print: Brad Chupp
Date: May 8, 2024 | 1:36:45 CDT

DocuSigned by:
CMS GROUP
Pat Gaccetta
Signed: _____
Print: Pat Gaccetta
Date: May 7, 2024 | 11:18:24 PDT

Date 5/7/2024 9:40 AM

TradeSummary

Page 1

SE Toyota Blount Is.
Jacksonville, FL
May 7th 2024
GMP Package #07



436,459 SF

Num	Cost Code	Description	GMP 7 Package	Comments
100A	01 00 00	General Conditions		
100A	01 10 00	General Requirements		
100A	01 00 01	Final Cleanup	187,381	
03C	03 00 00	Concrete Foundations & Tilt		
03A	03 00 10	Load Transfer Platform		
03J	03 35 00	Concrete Finishing		
04A	04 20 00	Masonry		
05A	05 12 00	Structural & Misc Steel		
05E	05 45 00	Unistrut Assemblies	-411,901	
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		
07L1	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	41,360	
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	21,833	
10D	10 26 00	Fiber Reinforced Panels (FRP)		
10P	10 28 00	Toilet Partitions & Accessories	186,011	
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	PEMC		
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		
31G	31 31 00	Soil Poisoning		
31G	31 32 00	Under Drains		
31E	31 63 00	Deep Foundations		
32A	32 12 00	Asphalt Paving		
32B	32 13 00	Site Concrete		
32C	32 17 23	Pavement Markings		
32H	32 31 00	Fences, Gates & Bollards		
32I	32 32 00	Sitework, Site Utilities, & Retaining Walls		
32G	32 90 00	Planting	94,039	
33A	33 00 00	Site Utilities		
Subtotal			118,723	
Insurance	General Liability Insurance		2,435	1.98% of subtotal above plus " " items
BRPolicy	Builder's Risk*		0	
BldgPermit	Building Permit		0	
Bond	Public Construction Bond*		0	
SubDefault	Sub Default Program Rate*		1,781	1.5% of sub agreements, or \$118,723.00
OtherPBI	Business License		0	
OtherPBI2	Dunn Dashboard		0	
Cont-a	Construction Contingency*		0	
Cont	Construction Contingency*		2,458	2% of line items above
Fee	Fee		5,642	4.5% of line items above
Subtotal			131,039	
Esc	Escalation		0	
Total			\$131,039	

Date 5/7/2024 9:40 AM

Building

Page 2

SE Toyota Blount Is.
Jacksonville, FL
May 7th 2024
 GMP Package #07



SET - JAXPORT
436,459 SF

Item	Description	Cost	Cost/SF
1	General Conditions	0	0.00
2	General Requirements	0	0.00
3	Preconstruction Services	0	0.00
4	Demolition	0	0.00
5	Misc. Site Items & Paving	94,039	0.22
6	Structure	-411,901	-0.94
7	Enclosure	0	0.00
8	Rough Carpentry	0	0.00
9	Finish Carpentry	0	0.00
10	Roofing and Sheet Metal	0	0.00
11	Moisture Protection	0	0.00
12	Doors and Hardware	0	0.00
13	Glass and Glazing	41,360	0.09
14	Interior Partitions	0	0.00
15	Stone and Tile	0	0.00
16	Ceilings and Acoustic	0	0.00
17	Flooring	0	0.00
18	Painting	187,381	0.43
19	Specialties	207,844	0.48
20	Equipment and Furnishings	0	0.00
21	Special Construction	0	0.00
22	Elevators	0	0.00
23	Fire Protection	0	0.00
24	Plumbing	0	0.00
25	HVAC Systems	0	0.00
26	Electrical	0	0.00
	Subtotal*	118,723	0.27
	General Liability Insurance 1.98%	2,435	0.01
	Building Permit 0.00%	0	0.00
	Public Construction Bond* 0.58%	0	
	Sub Default Program Rate* 1.50%	1,781	0.00
	Business License 0.01%	0	0.00
	Dunn Dashboard 0.10%	0	0.00
	Construction Contingency* 2.00%	2,458	0.01
	Fee 4.50%	5,642	0.01
	Total	\$131,039	\$0.30

Skin/Floor Area Ratio #VALUE!
 Glass/Skin Area Ratio 6%

Total Skin Cost/Contact Area (\$3.25) /SF
 Skin Cost/Bldg Area #VALUE! /SF

Date 5/7/2024 9:40 AM

Building

Page 3

Item	Description	Unit	Quantity	Price	Amount	QuantF	Prod
4 Demolition							
Total					0		\$0.00
5 Misc. Site Items & Paving							
31 63 00	Landscaping & Hardscapes - TP Bid	LS	1	67,789	67,789		
31 63 00	Landscaping & Hardscapes - Paver Alterante	LS	1	26,250	26,250		
Total					94,039		\$0.30
6 Structure							
Misc Steel Items							
05 45 00	Unistrut Framing Support - GMP 6 CREDIT	LS	-1	1,097,611	-1,097,611		
00 00 00	Unistrut Framing Support - TP BID (GMP 7)	LS	1	685,710	685,710		
Total					-411,901		(\$1.31)

Item	Description	Unit	Quantity	Price	Amount	QuantF	Prod
7	Enclosure						
			Total		0		\$0.00
8	Rough Carpentry						
			Total		0		\$0.00
9	Finish Carpentry						
			Total		0		\$0.00
10	Roofing and Sheet Metal						
			Total		0		\$0.00

Item	Description	Unit	Quantity	Price	Amount	QuantF	Prod
11 Moisture Protection							
Total					0		\$0.00
12 Doors and Hardware							
Total					0		\$0.00
13 Glass and Glazing							
08 40 00	Class Railing	LS	1	80,620	80,620		
08 40 00	Office Sliders - TP Bid	LS	1	168,740	168,740		10.00' Tall
08 40 00	Alum. Storefront & Glazing - GMP 4 CREDIT	LS	-1	1,037,000	-1,037,000		
08 40 00	Alum. Storefront & Glazing - TP BID (GMP 7)	LS	1	822,800	822,800		
08 40 00	Alum. Storefront & Glazing - Film Alterante	LS	1	6,200	6,200		
Total					41,360		\$0.13
14 Interior Partitions							
Total					0		\$0.00

Item	Description	Unit	Quantity	Price	Amount	QuantF	Prod
15 Stone and Tile							
Total					0		\$0.00
16 Ceilings and Acoustic							
Total					0		\$0.00
17 Flooring							
Total					0		\$0.00
18 Painting							
01 74 23	Final Cleanup - TP BID	LS	1	187,381	187,381		5,000 SF/LH
Total					187,381		\$0.60

Date 5/7/2024 9:40 AM

Building

Page 7

Item	Description	Unit	Quantity	Price	Amount	QuantF	Prod
19 Specialties							
10 14 00	Interior Signage - TP Bid	LS	1	21,833	21,833		
10 00 00	Division X Misc. Items - TP Bid	LS	1	186,011	186,011		
	Total				207,844		\$0.66
20 Equipment and Furnishings							
	Total				0		\$0.00
21 Special Construction							
	Total				0		\$0.00
22 Elevators							
	Total				0		\$0.00
23 Fire Protection							
	Total				0		\$0.00

Date 5/7/2024 9:40 AM

Building

Page 8

Item	Description	Unit	Quantity	Price	Amount	QuantF	Prod
24	Plumbing						
			Total		0	\$0.00	
25	HVAC Systems						
			Total		0	\$0.00	
26	Electrical						
			Total		0	\$0.00	



GMP Package #07

APPENDIX A
QUALIFICATIONS & CLARIFICATIONS

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

FOR GMP PACKAGE #07

DATED

05/07/24

TABLE OF CONTENTS

00A – GENERAL CONDITIONS3

00B – ALLOWANCES.....4

01A – FINAL CLEANING4

05D – UNISTRUT SUPPORT SYSTEM4

08C – GLASS & GLAZING STOREFRONT4

08D – GLASS SLIDING DOORS5

08E – GLASS RAILING5

10A – DIVISION 10.....5

10B – INTERIOR SIGNAGE6

32A – LANDSCAPING7

00A – GENERAL CONDITIONS

1. This estimate is based on the drawings and specifications listed in Appendix A-1 - Drawings Specifications Log Dated April 1st, 2024.
2. We have NOT included any additional General Conditions and General Requirements in this GMP Package per the latest estimate that was reviewed with Southeast Toyota.
3. Our price does not include any fees associated with acquiring necessary electronic drawing files (CAD and or BIM) that we will need to expedite shop drawing and estimating work. We will need access to this information throughout the project. These costs, if any, should be carried by the Owner.
4. JE Dunn specifically excludes the responsibility to ascertain that the contract documents are in accordance with laws, statutes, etc., and exclude any costs related to the lack of design compliance of the contract documents prepared by others.
5. We have not included any additional fees for Building Permit
6. We have not included any additional fees for Builder's Risk
7. We have not included any additional fees for a Construction Bond.
8. We have not included any additional fees for Business License.
9. General Liability & Workers Compensation Insurance is included at a rate of 1.98% of the total contract sum.
10. We have included Subcontractor Bonds at a rate of 1.50% of the total subcontracted amount.
11. We have included a Construction Manager's Contingency at a rate of 2.00% of the contract value for this current GMP Package.
12. The price does NOT include an Owner or Design Contingency.
13. We have included a General Contractor's Fee and it shall be billed to the project at a rate of 4.50% based on the contract value and subsequent contract value based on change orders. Fee will not be given back on deductive change orders.
14. We have not included tap, impact, connection, system demand, capacity or meter fees for the project sewer, water, or electrical utilities.
15. We have not included Owner's Protective Liability Insurance.
16. We have not included Excess Liability Insurance.
17. We have not included Architectural, Civil, Structural, or Engineering design fees.
18. All testing & special inspections are to be provided and paid for by the Owner and will be coordinated by the General Contractor, including NPDES monitoring.
19. All furniture/furnishings/equipment that are not specifically identified in this document are excluded.
20. We have not included any certification fees, 3rd party reviews, registration charges, testing, 3rd party inspection costs or consultant fees associated with LEED, NGBS or Energy Star certifications.
21. We have not included scope or costs associated with the purchasing, warehousing, staging, storage, shake-out, movement or installation of FF&E.
22. JE Dunn's proposal does not include time or costs for impacts that may arise from an epidemic or pandemic (including the COVID-19 pandemic), including, but not limited to, potential interruptions to supply chains, price escalations, unavailability of work force, acts of government or other authorities having jurisdiction affecting performance, additional safety or protective measures to protect the workforce, virus related cleaning or sanitation of the jobsite, or other issues impacting JE Dunn's proposal for this Project. JE Dunn reserves its right to an adjustment in the event of such time and cost impacts.

00B – ALLOWANCES

1. We have not included any allowances for GMP 7.

01A – FINAL CLEANING

1. We have included the removal of all dust, dirt, films, adhesives, and marks from interior surfaces, including, but not limited to, flooring, walls, ceilings, stair wells, doors, door frames, hardware, fixtures, coiling doors, sectional doors, wall-hung boxes and devices, storage racks, tops of mechanical and electrical equipment where exposed, and lockers.
2. Clean floor finishes and exposed concrete floors per the manufacturers' recommended methods and procedures.
3. Clean interior glazing systems including, but not limited to, glass, decorative glass, framing system, sills, storefront, and curtainwall.
4. Clean exterior glazing systems including, but not limited to, glass, framing system, sills, aluminum storefront, and curtainwall.
5. Clean interior and exterior of casework and millwork.
6. Clean restroom surfaces including, but not limited to, flooring, walls, toilet partitions, fixtures, vanities, toilets, accessories, and mirrors.
7. Remove labels that are not permanent or required by code.
8. Clean all wood doors including wiping down tops of all doors.

05D – UNISTRUT SUPPORT SYSTEM

1. We have included 1/2" threaded rod vertical thru-bolted to existing joist(s) utilizing P1064 and 1/2" Nut on T&B located 20'-9.5" AFF.
2. We have included the P5500T Main Rails & Finish rails located approx. 14'-6" AFF.
3. We have included a system assuming the P1047 Fitting to connect to the P5500T members.
4. We have included Unistrut P1000 Diagonal brace(s) max 10'-0" long each, connected to joist or Unistrut with SPF200 fitting.
5. We assume SPF fitting is connected with 1/2" threaded rod and P1064 & 1/2" Nut on T&B of joist.
6. We assume a bolted connection directly to Unistrut channel.
7. We have excluded seismic design requirements.
8. All channels and fittings are galvanized.
9. We have excluded BIM coordination.
10. We have excluded 2-D shop drawings and engineer stamp drawings with calculations.

08C – GLASS & GLAZING STOREFRONT

1. We have included Kawneer as the product manufacturer.
2. For **F1 Storefront** we have included 2" x 4-1/2" (Non-Thermal) Flush Glaze, Bone White in Color.
3. For **F2 Storefront** we have included 2" x 4-1/2" (Non-Thermal) Flush Glaze, Black Anodized in Color.
4. For **F3 Curtainwall** we have included 2-1/2" x 7-1/2" Outside Glazed, Black anodized in Color.
5. For **F4 Storefront** we have included 1-3/4" x 4" Flush Glaze, Black Anodized in Color.
6. For **Entry Doors** we have included Medium Stile, Single Acting with Hardware Per Sets Provided, 10" Bottom Rails & Overhead Exposed Closer.

7. For **Exterior Glazing** we have included G1 - 1" Ultra Clear SNE 50/25 Low-E #2 Insulated, G2 - 1" Gray SNX 51/23 Low-E #2 Insulated, G3- 1" Clear R100 Low-E #2 w/ 40% White Silkscreen (#3 or #4) Insulated, P - McNichols Perforated Metal Panels w/ U-Edge (Powder Coat White).
8. For **Interior Glazing** we have included G4 - 1/4" Clear Tempered, G5 - 3/8" Clear Tempered, G6 - 7/8" Pyrostop (Ray Bar), G7 - Contraflam 60 or 90.
9. We have included safety film as shown on the Contract Documents.
10. We have excluded;
 - a. Mirrors (included in Division 10).
 - b. Attic stock.
 - c. Water testing (included as an allowance).

08D – GLASS SLIDING DOORS

1. We have included the Falkbuilt Narrow Frame Sliding Door system.
2. Doors are constructed of 6063 T-6 Aluminum and is 1 3/4" thick.
3. We have included 3/8" Clear Tempered Glass for the doors.
4. We have included the glass walls associated with the door system.
5. We have included 3/8" Clear Tempered Glass for the walls.
6. We have included door hardware, including a bottom locking 59" Stainless Steel door pull with a thumb turn.
7. Locking core is not included, provided by Owner.

08E – GLASS RAILING

1. We have included 91 LF of Glass Illuminated Handrail.
2. Glass railing is 42" AFF.
3. Posts are 2.5" Flat Bar with a Stainless Steel 316 Finish.
4. Glass is 1/2" Tempered Laminated (1/4" + .060SGP + 1/4") Clear Glass.
5. Top Rail is a 1"x1" U-Cap with a 201 PC Stainless Steel Finish.
6. Railing posts will need to be mounted to steel structure embed provided by Others.
7. Posts can be anchored to minimum 5" 4000 PSI concrete if steel embeds are not available.
8. Power for LED lighting provided by Others.

10A – DIVISION 10

1. We have included the following Toilet Accessories:
 - a. 21ea 4722-15 Sanitary Napkin Disposal.
 - b. 42ea 583 Surface Mounted Seat Cover Dispenser.
 - c. 1ea 781-2436 Channel Frame Mirror (Plate Glass).
 - d. 29ea 8122-36 Peened Stainless Steel Grab Bar.
 - e. 45ea 8122-42 Peened Stainless Steel Grab Bar.
 - f. 48ea 9124 Stainless Steel Double Robe Hook.
 - g. 48ea Andy Start Contemporary Mirror.
 - h. 23ea SESD-2000-CP Sloan Soap Dispensers.
2. We have included the following Fire Extinguishers and Cabinets:
 - a. 85ea Cosmic 5E Multi-Purpose Fire Extinguisher Tagged for the State of Florida.
 - b. 78ea MB818C Wall Hung Bracket w/Red Vertical Decals & Borderlines.
 - c. 5ea C1036V10 Semi Recessed Non-Rated S/S Cabinets Futura Fire Handle & Die Cut Letters.
 - d. 2ea C1036V10 Rated Semi Recessed S/S Cabinets G=Futura Fire Handle & Die Cut Letters.

3. We have included the following Toilet Compartments:
 - a. 48ea Compartments.
 - b. 9ea Urinal Screens.

10B – INTERIOR SIGNAGE

1. We have included interior signage only.
2. Interior signage includes names of rooms only with ADA braille.
3. Signage will be rectangle and have raised letters and border.
4. Signage color is grey with white letters and border.
5. We have included signage for buildings and rooms listed below:
 - a. Accessory Building (Qty. 50)
 - i. *Lower Parking Level*

1. Storage (101B)	2. Stair 1
3. Stair 2	4. Stair 3
5. Stair 4	6. Stair 5
7. Stair 6	
 - ii. *Railhead Office*

1. Storage (010)	2. Toilet (002)
3. Toilet (003)	4. Toilet (004)
 - iii. *Parts\Tires Area*

1. Parts (141)	2. Chem Storage (142)
3. Electrical (143)	4. MDF (144)
5. Janitor (145)	6. Restroom (137)
7. Restroom (138)	
 - iv. *Maintenance*

1. Women's Bathroom (102)	2. IDF (103)
3. Men's Bathroom (104)	4. Refresh Storage (107B)
5. Janitor (108)	
 - v. *Segmented Curve Wall (SOUTH)*

1. Women's Bathroom (111)	2. Men's Bathroom (113)
3. IDF (114)	4. Janitor (115)
5. Restroom (117)	6. Restroom (118)
7. Restroom (120)	8. Restroom (121)
9. IDF (122)	10. IDF (128)
11. Men's Bathroom (129)	12. Women's Bathroom (130)
 - vi. *Level 2 Office Area*

1. Storage (202)	2. Storage (222)
3. Storage (229A)	4. Women's Restroom (242)
5. Men's Restroom (243)	6. Janitor (244)
7. Electrical (245)	8. Storage (257)
9. Restroom (259)	10. Men's Restroom (265)
11. Women's Restroom (266)	12. Toilet (272)
13. Storage (275)	

- vii. **Gym Area**
 - 1. Toilet Shower (280)
 - 2. Toilet Shower (281)
- b. **Operations Building (Qty. 10)**
 - i. Restroom (2-102)
 - ii. Restroom (2-103)
 - iii. Restroom (2-105)
 - iv. Restroom (2-106)
 - v. Storage (2-114)
 - vi. Electrical (2-115)
 - vii. Restroom (2-120)
 - viii. Restroom (2-121)
 - ix. Janitor (2-122)
 - x. IDF (2-124)
- c. **Body Shop Building (Qty. 5)**
 - i. Electrical (102)
 - ii. IDF (103)
 - iii. Restroom (104)
 - iv. Restroom (105)
 - v. Janitor (106)
- d. **Security Building (Qty. 3)**
 - i. IDF Room
 - ii. Restroom
 - iii. Electrical Room
- e. **Trucking Restroom (Qty. 4)**
 - i. Women's Restroom
 - ii. Janitor
 - iii. Mechanical\Electric
 - iv. Men's Restroom
- f. **Car Wash Building (Qty. 1)**
 - i. Equipment Room

32A – LANDSCAPING

1. We have included all plant and grass sod materials.
2. We have included topsoil to finish grade.
3. We have included landscaping mulch.
4. We have included watering and maintenance for permanent installations of plants.
5. We have included an irrigation system.
6. We have included a backflow preventer for the irrigation system only.

SOUTHEAST TOYOTA - JAXPORT FACILITY

April 1, 2024

EXHIBIT A-1 - DRAWINGS LOG

<u>DRAWING SHEET NO.</u>	<u>DRAWING NAME</u>	<u>MOST RECENT PACKAGE</u>
VOLUME 1 OF 1		
1	COVER SHEET	Addendum 02 - 12/21/2023
2	GENERAL NOTES & LEGENDS	Addendum 02 - 12/21/2023
3	MASTER SITE PLAN	Addendum 02 - 12/21/2023
4A	DEMOLITION PLAN	Addendum 02 - 12/21/2023
4B	DEMOLITION PLAN	Addendum 02 - 12/21/2023
4C	DEMOLITION PLAN	Addendum 02 - 12/21/2023
4D	DEMOLITION PLAN	Addendum 02 - 12/21/2023
4E	DEMOLITION PLAN	Addendum 02 - 12/21/2023
4F	DEMOLITION PLAN	Addendum 02 - 12/21/2023
4G	DEMOLITION PLAN	Addendum 02 - 12/21/2023
4H	DEMOLITION PLAN	Addendum 02 - 12/21/2023
4I	DEMOLITION PLAN	Addendum 02 - 12/21/2023
4J	DEMOLITION PLAN	Addendum 02 - 12/21/2023
4K	DEMOLITION PLAN	Addendum 02 - 12/21/2023
4L	DEMOLITION PLAN	Addendum 02 - 12/21/2023
5A	GEOMETRY PLAN	Addendum 02 - 12/21/2023
5B	GEOMETRY PLAN	Addendum 02 - 12/21/2023
5C	GEOMETRY PLAN	Addendum 02 - 12/21/2023
5D	GEOMETRY PLAN	Addendum 02 - 12/21/2023
5E	GEOMETRY PLAN	Addendum 02 - 12/21/2023
5F	GEOMETRY PLAN	Addendum 02 - 12/21/2023
5G	GEOMETRY PLAN	Addendum 02 - 12/21/2023
5H	GEOMETRY PLAN	Addendum 02 - 12/21/2023
5I	GEOMETRY PLAN	Addendum 04 - 03/18/2024
5J	GEOMETRY PLAN	Addendum 04 - 03/18/2024
5K	GEOMETRY PLAN	Addendum 04 - 03/18/2024
5L	GEOMETRY PLAN	Addendum 02 - 12/21/2023
8A	PAVING AND DRAINAGE PLAN	Addendum 02 - 12/21/2023
8B	PAVING AND DRAINAGE PLAN	Addendum 02 - 12/21/2023
8C	PAVING AND DRAINAGE PLAN	Addendum 02 - 12/21/2023
8D	PAVING AND DRAINAGE PLAN	Addendum 02 - 12/21/2023
8E	PAVING AND DRAINAGE PLAN	Addendum 02 - 12/21/2023
8F	PAVING AND DRAINAGE PLAN	Addendum 02 - 12/21/2023
8G	PAVING AND DRAINAGE PLAN	Addendum 02 - 12/21/2023
8H	PAVING AND DRAINAGE PLAN	Addendum 02 - 12/21/2023
8I	PAVING AND DRAINAGE PLAN	Addendum 02 - 12/21/2023
8K	PAVING AND DRAINAGE PLAN	Addendum 02 - 12/21/2023
8L	PAVING AND DRAINAGE PLAN	Addendum 02 - 12/21/2023
9A	PAVING AND DRAINAGE DETAILS	Addendum 02 - 12/21/2023
9B	PAVING AND DRAINAGE DETAILS	Addendum 02 - 12/21/2023
9C	PAVING AND DRAINAGE DETAILS	Addendum 02 - 12/21/2023
10	MASTER WATER AND SEWER PLAN	Addendum 02 - 12/21/2023
11A	WATER AND SEWER PLAN	Addendum 02 - 12/21/2023
11B	WATER AND SEWER PLAN	Addendum 02 - 12/21/2023
11C	WATER AND SEWER PLAN	Addendum 02 - 12/21/2023
11D	WATER AND SEWER PLAN	Addendum 02 - 12/21/2023
11E	WATER AND SEWER PLAN	Addendum 02 - 12/21/2023
11F	WATER AND SEWER PLAN	Addendum 02 - 12/21/2023
11G	WATER AND SEWER PLAN	Addendum 02 - 12/21/2023
11H	WATER AND SEWER PLAN	Addendum 02 - 12/21/2023
11I	WATER AND SEWER PLAN	Addendum 02 - 12/21/2023
11K	WATER AND SEWER PLAN	Addendum 02 - 12/21/2023
11L	WATER AND SEWER PLAN	Addendum 02 - 12/21/2023
12	JEA NOTES	Addendum 02 - 12/21/2023
13A	JEWA WATER DETAILS	Addendum 02 - 12/21/2023
13B	JEWA WATER DETAILS	Addendum 02 - 12/21/2023
13C	JEWA WATER DETAILS	Addendum 02 - 12/21/2023
13D	JEWA WATER DETAILS	Addendum 02 - 12/21/2023
13E	JEWA WATER DETAILS	Addendum 02 - 12/21/2023
13F	JEWA WATER DETAILS	Addendum 02 - 12/21/2023
14A	JEA SANITARY DETAILS	Addendum 02 - 12/21/2023

SOUTHEAST TOYOTA - JAXPORT FACILITY

April 1, 2024

EXHIBIT A-1 - DRAWINGS LOG

<u>DRAWING SHEET NO.</u>	<u>DRAWING NAME</u>	<u>MOST RECENT PACKAGE</u>
VOLUME 1 OF 1		
14B	JEA SANITARY DETAILS	Addendum 02 - 12/21/2023
14C	JEA SANITARY DETAILS	Addendum 02 - 12/21/2023
14D	JEA SANITARY DETAILS	Addendum 02 - 12/21/2023
14E	JEA SANITARY DETAILS	Addendum 02 - 12/21/2023
15	FIRE MAIN RESTRAINT SCHEDULE	Addendum 02 - 12/21/2023
16A	SEDIMENT AND EROSION CONTROL PLAN	Addendum 02 - 12/21/2023
16B	SEDIMENT AND EROSION CONTROL PLAN	Addendum 02 - 12/21/2023
16C	SEDIMENT AND EROSION CONTROL PLAN	Addendum 02 - 12/21/2023
16D	SEDIMENT AND EROSION CONTROL PLAN	Addendum 02 - 12/21/2023
16E	SEDIMENT AND EROSION CONTROL PLAN	Addendum 02 - 12/21/2023
16F	SEDIMENT AND EROSION CONTROL PLAN	Addendum 02 - 12/21/2023
16G	SEDIMENT AND EROSION CONTROL PLAN	Addendum 02 - 12/21/2023
16H	SEDIMENT AND EROSION CONTROL PLAN	Addendum 02 - 12/21/2023
16I	SEDIMENT AND EROSION CONTROL PLAN	Addendum 02 - 12/21/2023
16J	SEDIMENT AND EROSION CONTROL PLAN	Addendum 02 - 12/21/2023
16K	SEDIMENT AND EROSION CONTROL PLAN	Addendum 02 - 12/21/2023
16L	SEDIMENT AND EROSION CONTROL PLAN	Addendum 02 - 12/21/2023
17	SEDIMENT AND EROSION CONTROL DETAILS	Addendum 02 - 12/21/2023
18	STORMWATER POLLUTION PREVENTION PLAN	Addendum 02 - 12/21/2023
19	STORMWATER POLLUTION PREVENTION CONTRACTOR CERTIFICATION	Addendum 02 - 12/21/2023
<u>ACCESSORY AND OPERATIONS SUPPORT BUILDING</u>		
A0.0	PROJECT COVER	100% CD 9/15/2023
A0.01	NOTES, SYMBOLS & LEGENDS	Addendum 04 - 03/18/2024
A0.02	PARTITION TYPES	Addendum 03 - 02/13/2024
A0.03	BUILDING CODE SUMMARY	Addendum 03 - 02/13/2024
A0.04	LIFE SAFETY PLANS PARKING LEVEL	Addendum 04 - 03/18/2024
A0.05	OVERALL FIRST FLOOR LIFE SAFETY PLANS	Addendum 04 - 03/18/2024
A0.06	LIFE SAFETY PLAN SECOND FLOOR	Addendum 04 - 03/18/2024
A1.01	SITE PLAN	Addendum 04 - 03/18/2024
A2.101	OVERALL PARKING LEVEL PLAN	Addendum 04 - 03/18/2024
A2.102	PARKING & RAILHEAD OFFICE PLANS	Addendum 04 - 03/18/2024
A2.103	PARKING & RAILHEAD DIMENSION PLAN	Addendum 01 10/30/2023
A2.201	OVERALL FLOOR PLAN	Addendum 03 - 02/13/2024
A2.202	FLOOR PLAN NORTHWEST	Addendum 03 - 02/13/2024
A2.203	FLOOR PLAN PARTS/TIRES & LOADING DOCK	Addendum 04 - 03/18/2024
A2.204	FLOOR PLAN SOUTH	Addendum 02 - 12/21/2023
A2.205	SEGMENTED WALL PLANS	Addendum 04 - 03/18/2024
A2.206	SEGMENTED WALL DIMENSION PLANS	100% CD 9/15/2023
A2.207	OPERATION SUPPORT FLOOR PLAN	Addendum 04 - 03/18/2024
A2.208	OPERATION SUPPORT DIMENSION PLAN	100% CD 9/15/2023
A2.301	OVERALL SECOND FLOOR PLAN	Addendum 03 - 02/13/2024
A2.302	OFFICE AND GYM FLOOR PLAN	Addendum 04 - 03/18/2024
A2.303	OFFICE AND GYM DIMENSION PLAN	Addendum 03 - 02/13/2024
A2.304	SECOND FLOOR SLAB DIMENSION PLAN	Addendum 03 - 02/13/2024
A2.401	ENLARGED FLOOR PLANS	Addendum 03 - 02/13/2024
A2.402	ENLARGED FLOOR PLANS	Addendum 03 - 02/13/2024
A2.403	ENLARGED FLOOR PLANS	Addendum 03 - 02/13/2024
A2.404	ENLARGED KITCHEN FLOOR PLAN	Addendum 03 - 02/13/2024
A2.501	STAIR & ELEVATOR ENLARGED PLANS & SECTIONS	Addendum 04 - 03/18/2024
A2.502	STAIR & ELEVATOR ENLARGED PLANS & SECTIONS	Addendum 04 - 03/18/2024
A2.503	STAIR & ELEVATOR ENLARGED PLANS & SECTIONS	Addendum 03 - 02/13/2024
A2.504	STAIR & ADA ACCESS ENLARGED PLANS & SECTIONS	Addendum 03 - 02/13/2024
A3.101	EXTERIOR ELEVATIONS	Addendum 03 - 02/13/2024
A3.102	EXTERIOR ELEVATIONS	Addendum 04 - 03/18/2024
A3.103	EXTERIOR ELEVATIONS	Addendum 03 - 02/13/2024
A3.104	EXTERIOR ELEVATIONS	Addendum 03 - 02/13/2024
A3.105	EXTERIOR ELEVATIONS	Addendum 03 - 02/13/2024
A3.201	ACCESSORY BLDG. TILT WALL PANEL ELEVATIONS	Addendum 03 - 02/13/2024
A3.202	ACCESSORY BLDG. TILT WALL PANEL ELEVATIONS	Addendum 03 - 02/13/2024
A3.203	OPERATIONS SUPPORT TILT WALL PANELS	Addendum 03 - 02/13/2024

SOUTHEAST TOYOTA - JAXPORT FACILITY

April 1, 2024

EXHIBIT A-1 - DRAWINGS LOG

<u>DRAWING SHEET NO.</u>	<u>DRAWING NAME</u>	<u>MOST RECENT PACKAGE</u>
VOLUME 1 OF 1		
A4.101	BUILDING SECTIONS	Addendum 03 - 02/13/2024
A4.102	BUILDING SECTIONS	Addendum 03 - 02/13/2024
A4.201	WALL SECTIONS	Addendum 03 - 02/13/2024
A4.202	WALL SECTIONS	Addendum 03 - 02/13/2024
A4.203	WALL SECTIONS	Addendum 03 - 02/13/2024
A4.204	WALL SECTIONS	Addendum 03 - 02/13/2024
A4.205	WALL SECTIONS	Addendum 03 - 02/13/2024
A4.206	WALL SECTIONS	Addendum 03 - 02/13/2024
A4.207	WALL SECTIONS	Addendum 03 - 02/13/2024
A4.208	WALL SECTIONS	Addendum 03 - 02/13/2024
A4.209	WALL SECTIONS	Addendum 03 - 02/13/2024
A4.210	WALL SECTIONS	Addendum 03 - 02/13/2024
A4.211	WALL SECTIONS	Addendum 03 - 02/13/2024
A4.212	WALL SECTIONS	Addendum 03 - 02/13/2024
A4.213	WALL SECTIONS	Addendum 03 - 02/13/2024
A4.214	WALL SECTIONS	Addendum 03 - 02/13/2024
A4.215	WALL SECTIONS	Addendum 03 - 02/13/2024
A4.216	WALL SECTIONS	Addendum 03 - 02/13/2024
A4.217	WALL SECTIONS OPERATIONS SUPPORT	100% CD 9/15/2023
A4.218	WALL SECTIONS OPERATIONS SUPPORT	100% CD 9/15/2023
A5.101	ROOF PLAN	Addendum 03 - 02/13/2024
A5.102	LOWER ROOF & CLERESTORY PLANS	Addendum 03 - 02/13/2024
A5.201	ROOF DETAILS	100% CD 9/15/2023
A5.202	ROOF DETAILS	100% CD 9/15/2023
A5.203	ROOF AND SOFFIT DETAILS	100% CD 9/15/2023
A5.204	PATIO WALL AND SOFFIT DETAILS	Addendum 03 - 02/13/2024
A5.205	ENLARGED DETAILS	Addendum 03 - 02/13/2024
A6.101	INTERIOR ELEVATIONS	Addendum 03 - 02/13/2024
A6.102	INTERIOR ELEVATIONS	Addendum 01 10/30/2023
A6.103	INTERIOR ELEVATIONS	Addendum 01 10/30/2023
A6.104	INTERIOR ELEVATIONS/ MILLWORK	Addendum 03 - 02/13/2024
A6.105	INTERIOR ELEVATIONS/ MILLWORK	Addendum 01 10/30/2023
A6.106	INTERIOR ELEVATIONS/ MILLWORK	Addendum 01 10/30/2023
A6.107	INTERIOR DETAILS	Addendum 01 10/30/2023
A6.108	MILLWORK DETAILS	Addendum 02 - 12/21/2023
A7.101	DOOR SCHEDULE ACCESSORY BUILDING	Addendum 04 - 03/18/2024
A7.102	DOOR SCHEDULE OPERATIONS SUPPORT	Addendum 04 - 03/18/2024
A7.201	EXTERIOR GLAZING SCHEDULE ACCESSORY BUILDING	Addendum 03 - 02/13/2024
A7.202	INTERIOR GLAZING SCHEDULE ACCESSORY BUILDING	Addendum 02 - 12/21/2023
A7.203	GLAZING SCHEDULE OPERATIONS SUPPORT	100% CD 9/15/2023
A7.204	DOOR & GLAZING DETAILS	Addendum 01 10/30/2023
A7.205	DOOR & GLAZING DETAILS	Addendum 04 - 03/18/2024
A7.206	DOOR & GLAZING DETAILS	Addendum 01 10/30/2023
A7.207	DOOR & GLAZING DETAILS	Addendum 03 - 02/13/2024
A8.101	PARKING LEVEL RCP	Addendum 02 - 12/21/2023
A8.201	OVERALL FIRST FLOOR CEILING PLAN	Addendum 01 10/30/2023
A8.202	FIRST FLOOR RCP NORTHWEST	Addendum 01 10/30/2023
A8.203	FIRST FLOOR RCP PARTS/TIRES	Addendum 01 10/30/2023
A8.204	FIRST FLOOR RCP SEGMENTED WALL	Addendum 01 10/30/2023
A8.205	FIRST FLOOR RCP OPERATIONS SUPPORT	Addendum 01 10/30/2023
A8.301	SECOND FLOOR RCP OFFICE & GYM	Addendum 02 - 12/21/2023
A8.302	CEILING DETAILS	100% CD 9/15/2023
A8.303	CEILING DETAILS	Addendum 01 10/30/2023
A9.001	FINISH LEGEND	Addendum 03 - 02/13/2024
A9.201	FINISH PLAN FIRST FLOOR NW	Addendum 03 - 02/13/2024
A9.202	FINISH PLAN FIRST FLOOR PARTS/TIRES	Addendum 03 - 02/13/2024
A9.203	FINISH PLAN SEGMENTED WALL	Addendum 03 - 02/13/2024
A9.204	FINISH PLAN SEGMENTED WALL	Addendum 03 - 02/13/2024
A9.205	FINISH PLAN OFFICE AND GYM FLOOR	Addendum 03 - 02/13/2024
A9.206	FINISH PLAN OPERATIONS SUPPORT & RAIL OFFICE	Addendum 01 10/30/2023
A10.201	OVERALL EQUIPMENT PLAN	Addendum 04 - 03/18/2024

SOUTHEAST TOYOTA - JAXPORT FACILITY

April 1, 2024

EXHIBIT A-1 - DRAWINGS LOG

<u>DRAWING SHEET NO.</u>	<u>DRAWING NAME</u>	<u>MOST RECENT PACKAGE</u>
VOLUME 1 OF 1		
A10.202	EQUIPMENT PLAN PARTS DROP IN	Addendum 02 - 12/21/2023
A10.203	EQUIPMENT PLAN PARTS AND ONE STOP SHOP	Addendum 02 - 12/21/2023
A10.204	EQUIPMENT PLANS WHEELS	Addendum 04 - 03/18/2024
A10.205	EQUIPMENT PLAN PAINT FILM & PLOTTER	Addendum 02 - 12/21/2023
A10.206	EQUIPMENT PLAN PRE DELIVERY SERVICES	Addendum 02 - 12/21/2023
A10.207	EQUIPMENT PLAN PRE DELIVERY SERVICES	100% CD 9/15/2023
A10.208	EQUIPMENT PLAN WARRANTY, BTU, AND QA	100% CD 9/15/2023
A10.209	EQUIPMENT PLAN NEW EQUIP. TIRES/TRAINING	100% CD 9/15/2023
S000	LEGENDS & SYMBOLS	Addendum 01 10/30/2023
S001	GENERAL NOTES	100% CD 9/15/2023
S002	COMPONENTS ANDCLADDING	100% CD 9/15/2023
S003	DECK ATTACHMENTDIAGRAM	Addendum 01 10/30/2023
S101	OVERALLFOUNDATION PLAN	100% CD 9/15/2023
S102	FOUNDATION PLANNORTH	Addendum 03 - 02/13/2024
S103	FOUNDATION PLANSOUTH	Addendum 03 - 02/13/2024
S104	PARKING LEVEL FOUNDATION PLAN	Addendum 03 - 02/13/2024
S105	OPERATIONSSUPPORTFOUNDATION PLAN	ASI - 2 12/08/2023
S106	OVERALL SLABPLAN	100% CD 9/15/2023
S107	SLAB PLAN NORTH	Addendum 03 - 02/13/2024
S108	SLAB PLAN SOUTH	Addendum 03 - 02/13/2024
S109	OFFICE SLAB PLAN	Addendum 03 - 02/13/2024
S110	OPERATIONS SUPPORT SLABPLAN	ASI - 1 11.17.2023
S111	OFFICE AND GYM SECOND FLOORFRAMING	Addendum 03 - 02/13/2024
S112	OVERALL ROOF FRAMING PLAN	Addendum 03 - 02/13/2024
S113	ROOF FRAMING PLAN NORTH	Addendum 03 - 02/13/2024
S114	ROOF FRAMING PLAN SOUTH	Addendum 03 - 02/13/2024
S115	OFFICE ROOF FRAMING PLAN	ASI - 1 11.17.2023
S116	CLERESTORY FRAMING PLAN	100% CD 9/15/2023
S117	OPERATIONSSUPPORT ROOF FRAMING PLAN	Addendum 02 - 12/21/2023
S118	CEILING FRAMINGPLANS	100% CD 9/15/2023
S201	SECTIONS	Addendum 03 - 02/13/2024
S220	SECTIONS	Addendum 02 - 12/21/2023
S221	SECTIONS	Addendum 03 - 02/13/2024
S222	SECTIONS	Addendum 02 - 12/21/2023
S230	ELEVATOR SECTION	Addendum 03 - 02/13/2024
S231	STAIR SECTIONS	Addendum 03 - 02/13/2024
S232	STAIR SECTIONS	Addendum 03 - 02/13/2024
S233	ELEVATOR SECTIONS	Addendum 03 - 02/13/2024
S301	TRUSS ELEVATIONS	Addendum 02 - 12/21/2023
S302	TRUSS NOTES ANDD ET AILS	Addendum 01 10/30/2023
S303	SPECIAL JOIST AND GIRDER DIAGRAMS	Addendum 01 10/30/2023
S304	BRACE ELEVATIONS	Addendum 02 - 12/21/2023
S401	TILT WALL ELEVATIONS	Addendum 02 - 12/21/2023
S402	TILT WALL ELEVATIONS	Addendum 03 - 02/13/2024
S403	TILT WALL ELEVATIONS	Addendum 03 - 02/13/2024
S404	TILT WALL ELEVATIONS	Addendum 03 - 02/13/2024
S405	TILT WALL ELEVATIONS	Addendum 03 - 02/13/2024
S406	TILT WALL ELEVATIONS	Addendum 03 - 02/13/2024
S407	TILT WALL ELEVATIONS	ASI - 2 12/08/2023
S408	TILT UP PANEL REINFORCING AND DETAILS	Addendum 03 - 02/13/2024
S409	TILT UP PANEL REINFORCING AND DETAILS 2	Addendum 03 - 02/13/2024
S501	TYPICAL DETAILS	ASI - 1 11.17.2023
S502	TYPICAL DETAILS	Addendum 03 - 02/13/2024
S503	TYPICAL PILE CAPS	ASI - 1 11.17.2023
S503A	TYPICAL PILE CAPS	ASI - 1 11.17.2023
S504	BASE PLATES AND CONCRETE BEAMS	Addendum 03 - 02/13/2024
S505	COLUMNSCHEDULE	Addendum 01 10/30/2023
M0.1	HVAC OVERALL FLOOR PLAN	Addendum 01 10/30/2023
M0.2	HVAC OVERALL ROOF PLAN	100% CD 9/15/2023
M1.1	HVAC PLAN OPEN AREA NORTH	Addendum 04 - 03/18/2024
M1.2	HVAC PLAN OPEN AREA SOUTH	Addendum 04 - 03/18/2024

SOUTHEAST TOYOTA - JAXPORT FACILITY

April 1, 2024

EXHIBIT A-1 - DRAWINGS LOG

<u>DRAWING SHEET NO.</u>	<u>DRAWING NAME</u>	<u>MOST RECENT PACKAGE</u>
VOLUME 1 OF 1		
M1.3	HVAC PLAN RAILHEAD OFFICE & GYM	100% CD 9/15/2023
M1.4	HVAC PLAN PARTS & TIRES	Addendum 02 - 12/21/2023
M1.5	HVAC PLAN SECOND FLOOR NORTH	Addendum 01 10/30/2023
M1.6	HVAC PLAN SECOND FLOOR SOUTH	Addendum 01 10/30/2023
M1.7	HVAC PLAN OPERATIONSSUPPORT BUILDING	Addendum 04 - 03/18/2024
M1.8	ENLARGED HVAC PLANS	Addendum 04 - 03/18/2024
M1.9	ENLARGED HVAC PLANS	Addendum 03 - 02/13/2024
M1.10	ENLARGED HVAC PLANS	Addendum 01 10/30/2023
M1.11	ENLARGED ROOF PLAN	Addendum 01 10/30/2023
M2.1	HVAC SCHEDULES AND LEGEND	Addendum 03 - 02/13/2024
M2.2	HVAC SCHEDULES (CONT)	Addendum 01 10/30/2023
M2.3	HVAC SCHEDULES (CONT)	Addendum 01 10/30/2023
M2.4	HVAC DETAILS	100% CD 9/15/2023
M2.5	HVAC DETAILS	100% CD 9/15/2023
M2.6	HVAC VENTILATION CALCS	Addendum 04 - 03/18/2024
M3.1	CONTROLS	100% CD 9/15/2023
M3.2	CONTROLS	100% CD 9/15/2023
M3.3	CONTROLS	100% CD 9/15/2023
M3.4	CONTROLS	100% CD 9/15/2023
M3.5	CONTROLS	100% CD 9/15/2023
M3.6	CONTROLS	Addendum 02 - 12/21/2023
M4.1	KITCHEN HOOD DRAWINGS	100% CD 9/15/2023
M4.2	KITCHEN HOOD DRAWINGS	100% CD 9/15/2023
M4.3	KITCHEN HOOD DRAWINGS	100% CD 9/15/2023
M4.4	KITCHEN HOOD DRAWINGS	100% CD 9/15/2023
M4.5	KITCHEN HOOD DRAWINGS	100% CD 9/15/2023
M4.6	KITCHEN HOOD DRAWINGS	100% CD 9/15/2023
M4.7	KITCHEN HOOD DRAWINGS	100% CD 9/15/2023
M4.8	KITCHEN HOOD DRAWINGS	100% CD 9/15/2023
M4.9	KITCHEN HOOD DRAWINGS	100% CD 9/15/2023
M4.10	KITCHEN HOOD DRAWINGS	100% CD 9/15/2023
M4.11	KITCHEN HOOD DRAWINGS	100% CD 9/15/2023
M4.12	KITCHEN HOOD DRAWINGS	100% CD 9/15/2023
M4.13	KITCHEN HOOD DRAWINGS	100% CD 9/15/2023
M4.14	KITCHEN HOOD DRAWINGS	100% CD 9/15/2023
M4.15	KITCHEN HOOD DRAWINGS	100% CD 9/15/2023
M4.16	KITCHEN HOOD DRAWINGS	100% CD 9/15/2023
P0.1	PLUMBING LEGEND, SCHEDULES AND NOTES	Addendum 03 - 02/13/2024
P1.1	OVERALL PLUMBING FLOOR PLAN	100% CD 9/15/2023
P1.2	OVERALL PLUMBING ROOF PLAN	100% CD 9/15/2023
P2.1	PLUMBING FLOOR PLAN NORTHEAST	Addendum 02 - 12/21/2023
P2.2	PLUMBING FLOOR PLAN NORTHWEST	Addendum 02 - 12/21/2023
P2.3	PLUMBING FLOOR PLAN EAST	100% CD 9/15/2023
P2.4	PLUMBING FLOOR PLAN WEST	Addendum 02 - 12/21/2023
P2.5	PLUMBING FLOOR PLAN SOUTHEAST	100% CD 9/15/2023
P2.6	PLUMBING FLOOR PLAN SOUTHWEST	Addendum 02 - 12/21/2023
P2.7	PLUMBING SEGMENTED WALL FLOOR PLAN	Addendum 02 - 12/21/2023
P2.8	PLUMBING FLOOR PLAN PARKING	Addendum 03 - 02/13/2024
P2.9	PLUMBING FLOOR PLAN TIRES	Addendum 03 - 02/13/2024
P2.10	PLUMBING SECOND FLOOR OFFICE NORTH	100% CD 9/15/2023
P2.11	PLUMBING SECOND FLOOR OFFICE SOUTH	Addendum 03 - 02/13/2024
P2.12	PLUMBING PARTIAL ROOF PLAN	100% CD 9/15/2023
P2.13	PLUMBING FLOOR PLAN SUPPORT BUILDING	Addendum 02 - 12/21/2023
P2.14	ENLARGED PLUMBING PLANS	Addendum 02 - 12/21/2023
P2.15	ENLARGED PLUMBING PLANS	Addendum 03 - 02/13/2024
P2.16	ENLARGED PLUMBING PLANS	Addendum 04 - 03/18/2024
P2.17	ENLARGED PLUMBING PLANS	Addendum 03 - 02/13/2024
P2.18	ENLARGED PLUMBING PLANS	100% CD 9/15/2023
P2.19	ENLARGED PLUMBING PLANS	Addendum 02 - 12/21/2023
P2.20	ENLARGED PLUMBING PLANS	100% CD 9/15/2023
P3.1	PLUMBING DETAILS	100% CD 9/15/2023

SOUTHEAST TOYOTA - JAXPORT FACILITY

April 1, 2024

EXHIBIT A-1 - DRAWINGS LOG

<u>DRAWING SHEET NO.</u>	<u>DRAWING NAME</u>	<u>MOST RECENT PACKAGE</u>
VOLUME 1 OF 1		
P3.2	PLUMBING DETAILS	Addendum 03 - 02/13/2024
P3.3	PLUMBING DETAILS	100% CD 9/15/2023
P3.4	PLUMBING DETAILS	100% CD 9/15/2023
P3.5	PLUMBING DETAILS	Addendum 03 - 02/13/2024
P4.1	SANITARY RISER DIAGRAMS	Addendum 02 - 12/21/2023
P4.2	SANITARY RISER DIAGRAMS	Addendum 03 - 02/13/2024
P4.3	SANITARY RISER DIAGRAMS	Addendum 02 - 12/21/2023
P4.4	SANITARY RISER DIAGRAMS	Addendum 03 - 02/13/2024
P4.5	DOMESTIC WATER RISER DIAGRAMS	Addendum 02 - 12/21/2023
P4.6	DOMESTIC WATER RISER DIAGRAMS	Addendum 02 - 12/21/2023
P4.7	DOMESTIC WATER RISER DIAGRAMS	Addendum 02 - 12/21/2023
P4.8	DOMESTIC WATER RISER DIAGRAMS	100% CD 9/15/2023
P4.9	STORM WATER RISER DIAGRAMS	100% CD 9/15/2023
P4.10	COMPRESSED AIR & VACUUM RISER DIAGRAMS	Addendum 02 - 12/21/2023
P4.11	SUPPORT BUILDING AIR & VACUUM RISER DIAGRAMS	100% CD 9/15/2023
P4.12	NATURAL GAS PIPING RISER DIAGRAM	Addendum 02 - 12/21/2023
E0.1	ELECTRICAL LEGEND AND NOTES	Addendum 03 - 02/13/2024
E0.2	ELECTRICAL SITE PLAN UTILITY POWER & LIGHTING	Addendum 03 - 02/13/2024
E1.1	ELECTRICAL LIGHTING PLAN OPEN AREA NORTH	Addendum 03 - 02/13/2024
E1.2	ELECTRICAL LIGHTING PLAN OPEN AREA SOUTH	Addendum 03 - 02/13/2024
E1.3	ELECTRICAL LIGHTING PLAN PARKING FLOOR	Addendum 03 - 02/13/2024
E1.4	ELECTRICAL LIGHTING PLAN SECOND FLOOR	Addendum 03 - 02/13/2024
E1.5	ELECTRICAL LIGHTING PLAN TIRES	Addendum 03 - 02/13/2024
E1.6	ELECTRICAL LIGHTING PLAN PDS BUILDING	Addendum 03 - 02/13/2024
E2.1	ELECTRICAL POWER PLAN OPEN AREA NORTH	Addendum 04 - 03/18/2024
E2.2	ELECTRICAL POWER PLAN OPEN AREA SOUTH	Addendum 03 - 02/13/2024
E2.3	ELECTRICAL POWER PLAN PARKING FLOOR	Addendum 04 - 03/18/2024
E2.4	ELECTRICAL POWER PLAN SECOND FLOOR	Addendum 04 - 03/18/2024
E2.5	ELECTRICAL POWER PLAN SECOND FLOOR (HVAC)	100% CD 9/15/2023
E2.6	ELECTRICAL POWER PLAN TIRES	Addendum 03 - 02/13/2024
E2.7	ELECTRICAL POWER PLAN PDS BUILDING	Addendum 03 - 02/13/2024
E2.8	ELECTRICAL POWER PLAN ROOF	100% CD 9/15/2023
E3.1	ENLARGED ELECTRICAL PLANS	Addendum 03 - 02/13/2024
E3.2	ENLARGED ELECTRICAL PLANS	100% CD 9/15/2023
E3.3	ENLARGED ELECTRICAL PLANS	Addendum 04 - 03/18/2024
E3.4	ENLARGED ELECTRICAL PLANS	Addendum 03 - 02/13/2024
E3.5	ENLARGED ELECTRICAL PLANS	100% CD 9/15/2023
E3.6	ENLARGED ELECTRICAL PLANS	Addendum 02 - 12/21/2023
E3.7	ENLARGED ELECTRICAL PLANS	Addendum 02 - 12/21/2023
E3.8	ENLARGED ELECTRICAL PLANS	Addendum 03 - 02/13/2024
E3.9	ENLARGED ELECTRICAL PLANS	Addendum 03 - 02/13/2024
E3.10	ENLARGED ELECTRICAL PLANS	Addendum 02 - 12/21/2023
E5.1	ELECTRICAL DETAILS	100% CD 9/15/2023
E5.2	ELECTRICAL DETAILS	Addendum 04 - 03/18/2024
E5.3	ELECTRICAL DETAILS	100% CD 9/15/2023
E6.1	ELECTRICAL POWER RISER DIAGRAM	Addendum 03 - 02/13/2024
E6.2	ELECTRICAL POWER RISER DIAGRAM	Addendum 03 - 02/13/2024
E7.1	ELECTRICAL PANEL SCHEDULES	Addendum 01 10/30/2023
E7.2	ELECTRICAL PANEL SCHEDULES	Addendum 04 - 03/18/2024
E7.3	ELECTRICAL PANEL SCHEDULES	Addendum 03 - 02/13/2024
E7.4	ELECTRICAL PANEL SCHEDULES	Addendum 01 10/30/2023
E7.5	ELECTRICAL PANEL SCHEDULES	Addendum 04 - 03/18/2024
E7.6	ELECTRICAL PANEL SCHEDULES	Addendum 02 - 12/21/2023
E7.7	ELECTRICAL PANEL SCHEDULES	Addendum 02 - 12/21/2023
E7.8	ELECTRICAL PANEL SCHEDULES	Addendum 02 - 12/21/2023
E7.9	ELECTRICAL PANEL SCHEDULES	100% CD 9/15/2023
E7.10	ELECTRICAL PANEL SCHEDULES	Addendum 03 - 02/13/2024
E7.11	ELECTRICAL PANEL SCHEDULES	Addendum 02 - 12/21/2023
E7.12	ELECTRICAL PANEL SCHEDULES	Addendum 02 - 12/21/2023
E7.13	ELECTRICAL PANEL SCHEDULES	100% CD 9/15/2023
E7.14	ELECTRICAL PANEL SCHEDULES	Addendum 02 - 12/21/2023

SOUTHEAST TOYOTA - JAXPORT FACILITY

April 1, 2024

EXHIBIT A-1 - DRAWINGS LOG

<u>DRAWING SHEET NO.</u>	<u>DRAWING NAME</u>	<u>MOST RECENT PACKAGE</u>
VOLUME 1 OF 1		
E7.15	ELECTRICAL PANEL SCHEDULES	Addendum 03 - 02/13/2024
E7.16	ELECTRICAL PANEL SCHEDULES	Addendum 01 10/30/2023
E7.17	ELECTRICAL PANEL SCHEDULES	Addendum 03 - 02/13/2024
FA0.1	FIRE ALARM SITE PLAN AND LEGEND	Addendum 02 - 12/21/2023
FA1.1	FIRE ALARM PLAN OPEN AREA NORTH	Addendum 01 10/30/2023
FA1.2	FIRE ALARM PLAN OPEN AREA SOUTH	Addendum 01 10/30/2023
FA1.3	FIRE ALARM PLAN PARKING	Addendum 01 10/30/2023
FA1.4	FIRE ALARM PLAN SECOND FLOOR	Addendum 02 - 12/21/2023
FA1.5	FIRE ALARM PLAN TIRES	Addendum 03 - 02/13/2024
FA1.6	FIRE ALARM PLAN PDS BUILDING	Addendum 02 - 12/21/2023
FA5.1	FIRE ALARM DETAILS	Addendum 02 - 12/21/2023
T0.1	TELECOMMUNICATIONS LEGEND AND NOTES	Addendum 03 - 02/13/2024
T1.1	TELECOMMUNICATIONS OVERALL FLOOR PLAN SECURITY	Addendum 04 - 03/18/2024
T1.2	TELECOMMUNICATIONS FL PL PARKING & OFFICE SECURITY	Addendum 03 - 02/13/2024
T1.3	TELECOMMUNICATIONS FL PL PDS BUILDING SECURITY	Addendum 03 - 02/13/2024
T5.1	TELECOMM DETAILS	Addendum 01 10/30/2023
FP1.1	FIRE PROTECTION DESIGN AND NOTES	FP Revision 1 - 11/10/2023
<u>BODY SHOP BUILDING</u>		
0	PROJECT COVER	100% CDs - Body Shop & Car Wash 10/19/2023
A0.1	NOTES, SYMBOLS, & LEGENDS	Addendum 02 - 12/21/2023
A0.2	PARTITION TYPES	100% CDs - Body Shop & Car Wash 10/19/2023
A0.3	LIFE SAFETY PLANS	Addendum 02 - 12/21/2023
A1.1	SITE PLAN	Addendum 02 - 12/21/2023
A2.1	FLOOR PLAN	Addendum 02 - 12/21/2023
A2.2	DIMENSION FLOOR PLAN	Addendum 02 - 12/21/2023
A2.3	ENLARGED PLANS	100% CDs - Body Shop & Car Wash 10/19/2023
A2.4	EQUIPMENT PLANS BODY SHOP	Addendum 02 - 12/21/2023
A2.5	EQUIPMENT PLANS BODY SHOP	Addendum 02 - 12/21/2023
A2.6	ENLARGED STAIR PLANS AND SECTIONS	Addendum 02 - 12/21/2023
A3.1	EXTERIOR ELEVATIONS	100% CDs - Body Shop & Car Wash 10/19/2023
A3.2	BODY SHOP TILT WALL PANEL ELEVATIONS	100% CDs - Body Shop & Car Wash 10/19/2023
A4.1	BUILDING SECTIONS	100% CDs - Body Shop & Car Wash 10/19/2023
A4.201	WALL SECTIONS	100% CDs - Body Shop & Car Wash 10/19/2023
A4.202	WALL SECTIONS	100% CDs - Body Shop & Car Wash 10/19/2023
A5.1	ROOF PLAN	100% CDs - Body Shop & Car Wash 10/19/2023
A5.2	ROOF DETAILS	100% CDs - Body Shop & Car Wash 10/19/2023
A6.1	MILLWORK DETAILS	100% CDs - Body Shop & Car Wash 10/19/2023
A7.1	DOOR AND GLAZING SCHEDULES	Addendum 02 - 12/21/2023
A7.2	DOOR & GLAZING DETAILS	Addendum 02 - 12/21/2023
A8.1	REFLECTED CEILING PLAN	Addendum 02 - 12/21/2023
A9.0	FINISH LEGEND & SCHEDULE	100% CDs - Body Shop & Car Wash 10/19/2023
A9.1	FIRST FLOOR FINISH PLAN	Addendum 02 - 12/21/2023
S001	GENERAL NOTES	100% CDs - Body Shop & Car Wash 10/19/2023
S001	GENERAL NOTES	100% CDs - Body Shop & Car Wash 10/19/2023

SOUTHEAST TOYOTA - JAXPORT FACILITY

April 1, 2024

EXHIBIT A-1 - DRAWINGS LOG

<u>DRAWING SHEET NO.</u>	<u>DRAWING NAME</u>	<u>MOST RECENT PACKAGE</u>
VOLUME 1 OF 1		
S002	GENERAL NOTES	100% CDs - Body Shop & Car Wash 10/19/2023
S101	FOUNDATION PLAN	100% CDs - Body Shop & Car Wash 10/19/2023
S103	ROOF FRAMING PLAN	100% CDs - Body Shop & Car Wash 10/19/2023
S201	SECTIONS	100% CDs - Body Shop & Car Wash 10/19/2023
S210	SECTIONS	100% CDs - Body Shop & Car Wash 10/19/2023
S403	TILT UP PANEL REINFORCING	100% CDs - Body Shop & Car Wash 10/19/2023
S501	TYPICAL DETAILS	100% CDs - Body Shop & Car Wash 10/19/2023
S502	TYPICAL DETAILS	100% CDs - Body Shop & Car Wash 10/19/2023
M1.1	HVAC PLAN CAR WASH	Addendum 02 - 12/21/2023
M1.2	HVAC ROOF PLAN	Addendum 02 - 12/21/2023
M2.1	HVAC SCHEDULE & LEGEND	Addendum 02 - 12/21/2023
M2.2	HVAC DETAILS	Addendum 02 - 12/21/2023
M3.1	CAR WASH CONTROLS	Addendum 02 - 12/21/2023
M3.2	CAR WASH CONTROLS	Addendum 02 - 12/21/2023
M3.3	FUEL ISLAND CONTROLS	Addendum 02 - 12/21/2023
M3.4	CONTROLS	Addendum 02 - 12/21/2023
M3.5	CONTROLS	Addendum 02 - 12/21/2023
P0.1	CAR WASH FLOOR PLAN	Addendum 02 - 12/21/2023
P1.1	PLUMBING ROOF PLAN	Addendum 02 - 12/21/2023
P1.2	PLUMBING RISER DIAGRAMS	Addendum 02 - 12/21/2023
P2.1	PLUMBING DETAILS	100% CDs - Body Shop & Car Wash 10/19/2023
P2.2	PLUMBING DETAILS	100% CDs - Body Shop & Car Wash 10/19/2023
P3.1	SANITARY & WATER RISER DIAGRAM	Addendum 02 - 12/21/2023
P3.2	DOMESTIC WATER RISER DIAGRAM	Addendum 02 - 12/21/2023
P3.3	GAS PIPING & COMPRESSED AIR DIAGRAMS	Addendum 02 - 12/21/2023
E0.0	ELECTRICAL LEGEND AND NOTES	Addendum 02 - 12/21/2023
E0.1	ELECTRICAL LEGEND AND NOTES	Addendum 02 - 12/21/2023
E1.1	ELECTRICAL FLOOR PLAN LIGHTING	Addendum 02 - 12/21/2023
E1.2	ELECTRICAL FLOOR PLAN POWER	Addendum 02 - 12/21/2023
E1.3	ELECTRICAL ROOF PLAN	Addendum 02 - 12/21/2023
E5.1	ELECTRICAL DETAILS	100% CDs - Body Shop & Car Wash 10/19/2023
E6.1	ELECTRICAL DETAILS	Addendum 02 - 12/21/2023
E7.1	ELECTRICAL POWER RISER DIAGRAM	Addendum 02 - 12/21/2023
FA0.1	ELECTRICAL POWER RISER DIAGRAM	Addendum 02 - 12/21/2023
T0.1	TELECOMMUNICATIONS PLAN	Addendum 02 - 12/21/2023
FP1.1	Fire Protection Design and Notes	FP Revision 1 - 11/10/2023
	<u>CAR WASH</u>	
A0.0	PROJECT COVER	100% CDs - Body Shop & Car Wash 10/19/2023
A0.1	NOTES, SYMBOLS, LEGENDS, AND LIFE SAFETY PLAN	Addendum 03 - 02/13/2024
A1.1	ARCHITECTURAL SITE PLAN	Addendum 03 - 02/13/2024
A2.1	FLOOR PLAN CAR WASH	Addendum 03 - 02/13/2024
A3.1	EXTERIOR ELEVATIONS	Addendum 03 - 02/13/2024
A4.1	BUILDING AND WALL SECTIONS	Addendum 03 - 02/13/2024
A4.2	WALL SECTIONS	Addendum 03 - 02/13/2024
A5.1	ROOF PLAN AND ROOF DETAILS	100% CDs - Body Shop & Car Wash 10/19/2023
A5.2	ROOF DETAILS	100% CDs - Body Shop & Car Wash 10/19/2023

SOUTHEAST TOYOTA - JAXPORT FACILITY

April 1, 2024

EXHIBIT A-1 - DRAWINGS LOG

<u>DRAWING SHEET NO.</u>	<u>DRAWING NAME</u>	<u>MOST RECENT PACKAGE</u>
VOLUME 1 OF 1		
A7.1	DOOR SCHEDULES	100% CDs - Body Shop & Car Wash 10/19/2023
A7.2	DOOR & GLAZING DETAILS	100% CDs - Body Shop & Car Wash 10/19/2023
A8.1	REFLECTED CEILING PLAN	100% CDs - Body Shop & Car Wash 10/19/2023
A9.0	FINISH LEGEND & SCHEDULE	100% CDs - Body Shop & Car Wash 10/19/2023
A9.1	FIRST FLOOR FINISH PLAN	100% CDs - Body Shop & Car Wash 10/19/2023
S001	GENERAL NOTES	100% CDs - Body Shop & Car Wash 10/19/2023
S002	GENERAL NOTES	100% CDs - Body Shop & Car Wash 10/19/2023
S101	FOUNDATION PLAN	Addendum 02 - 12/21/2023
S102	SLAB PLAN	100% CDs - Body Shop & Car Wash 10/19/2023
S103	ROOF FRAMING PLAN	100% CDs - Body Shop & Car Wash 10/19/2023
S201	SECTIONS	Addendum 02 - 12/21/2023
S501	TYPICAL DETAILS	100% CDs - Body Shop & Car Wash 10/19/2023
S502	TYPICAL DETAILS	100% CDs - Body Shop & Car Wash 10/19/2023
M1.1	HVAC PLAN CAR WASH	Addendum 02 - 12/21/2023
M1.2	HVAC ROOF PLAN	100% CDs - Body Shop & Car Wash 10/19/2023
M2.1	HVAC SCHEDULE & LEGEND	100% CDs - Body Shop & Car Wash 10/19/2023
M2.2	HVAC DETAILS	100% CDs - Body Shop & Car Wash 10/19/2023
M3.1	CAR WASH CONTROLS	Addendum 02 - 12/21/2023
M3.2	CAR WASH CONTROLS	100% CDs - Body Shop & Car Wash 10/19/2023
M3.3	FUEL ISLAND CONTROLS	100% CDs - Body Shop & Car Wash 10/19/2023
P1.1	CAR WASH FLOOR PLAN	Addendum 02 - 12/21/2023
P1.2	PLUMBING ROOF PLAN	100% CDs - Body Shop & Car Wash 10/19/2023
P2.1	PLUMBING RISER DIAGRAMS	Addendum 02 - 12/21/2023
P3.1	SANITARY & WATER RISER DIAGRAM	100% CDs - Body Shop & Car Wash 10/19/2023
P3.2	DOMESTIC WATER RISER DIAGRAM	100% CDs - Body Shop & Car Wash 10/19/2023
P3.3	GAS PIPING & COMPRESSED AIR DIAGRAMS	100% CDs - Body Shop & Car Wash 10/19/2023
E0.0	ELECTRICAL LEGEND AND NOTES	100% CDs - Body Shop & Car Wash 10/19/2023
E0.1	ELECTRICAL LEGEND AND NOTES	Addendum 02 - 12/21/2023
E1.1	ELECTRICAL FLOOR PLAN LIGHTING	100% CDs - Body Shop & Car Wash 10/19/2023
E1.2	ELECTRICAL FLOOR PLAN POWER	100% CDs - Body Shop & Car Wash 10/19/2023
E1.3	ELECTRICAL ROOF PLAN	100% CDs - Body Shop & Car Wash 10/19/2023
E2.1	ELECTRICAL DETAILS	Addendum 02 - 12/21/2023
E3.1	ELECTRICAL POWER RISER DIAGRAM	Addendum 02 - 12/21/2023
E6.1	ELECTRICAL POWER RISER DIAGRAM	100% CDs - Body Shop & Car Wash 10/19/2023
E7.1	ELECTRICAL PANEL SCHEDULES	100% CDs - Body Shop & Car Wash 10/19/2023

SOUTHEAST TOYOTA - JAXPORT FACILITY

April 1, 2024

EXHIBIT A-1 - DRAWINGS LOG

<u>DRAWING SHEET NO.</u>	<u>DRAWING NAME</u>	<u>MOST RECENT PACKAGE</u>
VOLUME 1 OF 1		
FA0.1	FIRE ALARM FLOOR PLAN AND LEGEND	100% CDs - Body Shop & Car Wash 10/19/2023
T0.1	TELECOMMUNICATIONS PLAN	100% CDs - Body Shop & Car Wash 10/19/2023
T1.1	TELECOMM SECURITY PLAN AND LEGEND	100% CDs - Body Shop & Car Wash 10/19/2023
<u>FUEL ISLAND</u>		
A0.0	PROJECT COVER	Addendum 02 - 12/21/2023
A1.1	ARCHITECTURAL SITE PLAN	Addendum 02 - 12/21/2023
A2.1	FUEL ISLAND PLANS	Addendum 02 - 12/21/2023
A3.1	FUEL ISLAND EXTERIOR ELEVATIONS	100% CD 9/15/2023
E0.0	ELECTRICAL LEGEND AND NOTES	100% CD 9/15/2023
E0.1	ELECTRICAL PLANS	100% CD 9/15/2023
<u>LONGSHOREMEN RESTROOM</u>		
130071-B	PANEL BUILT INCORPORATED DOCUMENT - PRELIMINARY FOUNDATION	100% CD 9/15/2023
<u>SECURITY BUILDING</u>		
A0.0	PROJECT COVER	Addendum 01 10/30/2023
A0.1	NOTES, SYMBOLS, LEGENDS, AND PARTITION TYPES	Addendum 02 - 12/21/2023
A0.2	BUILDING CODE SUMMARY & LIFE SAFETY PLANS	Addendum 01 10/30/2023
A1.1	SITE PLAN	Addendum 02 - 12/21/2023
A2.1	FLOOR & ROOF PLANS SECURITY OFFICE	Addendum 01 10/30/2023
A2.2	STAIR AND RAMP PLANS AND SECTIONS	Addendum 02 - 12/21/2023
A3.1	EXTERIOR ELEVATIONS	Addendum 01 10/30/2023
A4.1	BUILDING SECTIONS	Addendum 01 10/30/2023
A4.2	WALL SECTIONS	Addendum 01 10/30/2023
A5.1	DETAILS	Addendum 01 10/30/2023
A6.1	INTERIOR ELEVATIONS/ MILLWORK	Addendum 01 10/30/2023
A7.1	DOOR AND GLAZING SCHEDULES	Addendum 01 10/30/2023
A9.1	FINISH SCHEDULE & LEGENDS	Addendum 01 10/30/2023
S000	LEGENDS & SYMBOLS	Addendum 01 10/30/2023
S001	GENERAL NOTES	Addendum 01 10/30/2023
S002	GENERAL NOTES	Addendum 01 10/30/2023
S101	FOUNDATION, SLAB AND ROOF FRAMING PLANS	Addendum 01 10/30/2023
S201	SECTIONS	Addendum 01 10/30/2023
S501	TYPICAL DETAILS	Addendum 01 10/30/2023
S502	TYPICAL DETAILS	Addendum 01 10/30/2023
M1.1	HVAC FLOOR PLAN	Addendum 01 10/30/2023
M2.1	HVAC SCHEDULES	Addendum 01 10/30/2023
M2.2	HVAC DETAILS	Addendum 01 10/30/2023
M3.1	CONTROLS	Addendum 01 10/30/2023
M3.2	CONTROLS	Addendum 02 - 12/21/2023
P1.1	PLUMBING FLOOR PLAN	Addendum 02 - 12/21/2023
E0.1	ELECTRICAL SITE PLAN	Addendum 02 - 12/21/2023
E1.1	ELECTRICAL PLANS	Addendum 01 10/30/2023
E2.1	ELECTRICAL DETAILS	Addendum 01 10/30/2023
E3.1	POWER RISER DIAGRAM	Addendum 02 - 12/21/2023
FA1.1	FIRE ALARM PLAN	Addendum 01 10/30/2023
T1.1	SECURITY SYSTEM PLAN	Addendum 01 10/30/2023
<u>TRUCKING RESTROOM</u>		
A0.0	PROJECT COVER	100% CD 9/15/2023
A0.1	INDEX, NOTES, LEGENDS & PARTITION TYPES	Addendum 02 - 12/21/2023
A0.2	PROJECT INFORMATION AND LIFE SAFETY PLAN	100% CD 9/15/2023
A1.1	SITE PLAN	Addendum 02 - 12/21/2023
A2.1	FLOOR, CEILING, AND ROOF PLANS	Addendum 02 - 12/21/2023
A3.1	EXTERIOR ELEVATIONS	Addendum 02 - 12/21/2023

SOUTHEAST TOYOTA - JAXPORT FACILITY

April 1, 2024

EXHIBIT A-1 - DRAWINGS LOG

<u>DRAWING SHEET NO.</u>	<u>DRAWING NAME</u>	<u>MOST RECENT PACKAGE</u>
VOLUME 1 OF 1		
A4.1	BUILDING SECTIONS AND WALL SECTIONS	100% CD 9/15/2023
A4.2	BUILDING SECTIONS AND WALL SECTIONS	100% CD 9/15/2023
A5.1	ROOF DETAILS	100% CD 9/15/2023
A7.1	DOOR & FINISH SCHEDULES & DETAILS	Addendum 02 - 12/21/2023
S000	LEGENDS & SYMBOLS	Addendum 01 10/30/2023
S001	GENERAL NOTES	Addendum 01 10/30/2023
S101	FOUNDATION, SLAB AND ROOF FRAMING PLAN	Addendum 01 10/30/2023
S201	SECTIONS	Addendum 01 10/30/2023
S202	SECTIONS	100% CD 9/15/2023
S501	TYPICAL DETAILS	Addendum 01 10/30/2023
S502	TYPICAL DETAILS	Addendum 01 10/30/2023
S503	TYPICAL DETAILS	100% CD 9/15/2023
M1.1	HVAC FLOOR PLAN	Addendum 01 10/30/2023
M2.1	HVAC SCHEDULES & LEGEND	Addendum 01 10/30/2023
M2.2	HVAC DETAILS	Addendum 01 10/30/2023
M3.1	CONTROLS	Addendum 01 10/30/2023
M3.2	ELECTRICAL CONTRACTOR CONTROLS RESPONSIBILITES	Addendum 02 - 12/21/2023
P1.1	PLUMBING FLOOR PLAN	Addendum 02 - 12/21/2023
E0.1	ELECTRICAL LEGEND AND NOTES	Addendum 02 - 12/21/2023
E1.1	ELECTRICAL PLANS	Addendum 01 10/30/2023
E2.1	ELECTRICAL DETAILS	Addendum 02 - 12/21/2023
E2.2	ELECTRICAL DETAILS	Addendum 02 - 12/21/2023
FA1.1	FIRE ALARM PLAN	Addendum 01 10/30/2023
T1.1	TELECOMM PLAN	Addendum 01 10/30/2023
T1.1	TELECOMM PLAN	Addendum 01 10/30/2023

JE Dunn Construction Inc.
Project #:23012000
Auto Processing Facility Development - Southeast Toyota JAXPORT Facility
BID OPENING: Division 10 (GMP 6)

BID OPENING DATE & TIME: ~~February 26th, 2024 @ 1:30 PM~~ March 12th, 2024 @ 1:30 PM
 Note: 02 Addendums were issued on this project

Virtual Pre-Bid: Thursday, February 1, 2024
Site Visit (Mandatory): N/A

NO.	BIDDERS	Bid Form Signed (Y/N)	Addendum Acknowledged (Y/N)	Scope of Work Pages Initialed (Y/N)	Prequalification Form Signed (Y/N)	TOTAL BASE BID (LUMP SUM)
1	Precision Walls	Y	Y	X	X	\$ 186,011.00
2	Cook & Boardman	---- NO BID ----				

Tabulation Performed By: Barry Fransen

Recorded By: Barry Fransen

Witness: Ethan Selmer

Certified By: Jeff Gazaway

JE Dunn Construction Inc.
Project #:23012000
Auto Processing Facility Development - Southeast Toyota JAXPORT Facility
BID OPENING: Final Cleaning (GMP 7)

BID OPENING DATE & TIME: ~~April 30th, 2024 @ 11:00 AM~~ April 30th, 2024 @ 12:00 AM
 Note: 02 Addendums were issued on this project

Virtual Pre-Bid: Monday, April 8, 2024
Site Visit (Mandatory): N/A

NO.	BIDDERS	Bid Form Signed (Y/N)	Addendum Acknowledged (Y/N)	Scope of Work Pages Initialed (Y/N)	Prequalification Form Signed (Y/N)	TOTAL BASE BID (LUMP SUM)
1	ABM	Y	Y	N	Y	\$ 187,381.22
2	Keen on Klean	---- NO BID ----				

Tabulation Performed By: Barry Fransen

Recorded By: Barry Fransen

Witness: Ethan Selmer

Certified By: Jeff Gazaway

JE Dunn Construction Inc.
Project #:23012000
Auto Processing Facility Development - Southeast Toyota JAXPORT Facility
BID OPENING: Glass Sliding Doors (GMP 7)

BID OPENING DATE & TIME: April 30th, 2024 @ 3:00 PM
 Note: 01 Addendums were issued on this project

Virtual Pre-Bid: Monday, April 8, 2024
Site Visit (Mandatory): N/A

NO.	BIDDERS	Bid Form Signed (Y/N)	Addendum Acknowledged (Y/N)	Scope of Work Pages Initialed (Y/N)	Prequalification Form Signed (Y/N)	TOTAL BASE BID (LUMP SUM)
1	FalkBuilt	Y	Y	N	Y	\$ 168,740.01
2	Capital Glass & Aluminum	Y	Y	N	Y	\$ 304,200.00
3	PMC	Y	Y	N	N	\$ 180,977.19
4	Bonitz of GA	---- NO BID ----				
5	Duval Glass	---- NO BID ----				
6	1st Choice Glass	---- NO BID ----				

Tabulation Performed By: Barry Fransen

Recorded By: Barry Fransen

Witness: Ethan Selmer

Certified By: Jeff Gazaway

JE Dunn Construction Inc.
Project #:23012000
Auto Processing Facility Development - Southeast Toyota JAXPORT Facility
BID OPENING: Glass Railing (GMP 6)

BID OPENING DATE & TIME: ~~February 27th, 2024 @ 4:00 PM~~ March 12th, 2024 @ 4:00
 Note: 02 Addendums were issued on this project

Virtual Pre-Bid: Thursday, February 1, 2024
Site Visit (Mandatory): N/A

NO.	BIDDERS	Bid Form Signed (Y/N)	Addendum Acknowledged (Y/N)	Scope of Work Pages Initialed (Y/N)	Prequalification Form Signed (Y/N)	TOTAL BASE BID (LUMP SUM)
1	VIVA Railing	X	Y	X	X	\$ 80,620.00
2	Lee & Cates	X	Y	X	X	\$ 61,300.00

Tabulation Performed By: Barry Fransen

Recorded By: Barry Fransen

Witness: Ethan Selmer

Certified By: Jeff Gazaway

JE Dunn Construction Inc.
Project #:23012000
Auto Processing Facility Development - Southeast Toyota JAXPORT Facility
BID OPENING: Interior Signage (GMP 7)

BID OPENING DATE & TIME: ~~April 30th, 2024 @ 1:00 PM~~
 Note: 02 Addendums were issued on this project

May 3rd, 2024 @ 1:00 PM

Virtual Pre-Bid: Monday, April 8, 2024
Site Visit (Mandatory): N/A

NO.	BIDDERS	Bid Form Signed (Y/N)	Addendum Acknowledged (Y/N)	Scope of Work Pages Initialed (Y/N)	Prequalification Form Signed (Y/N)	TOTAL BASE BID (LUMP SUM)
1	Colby Enterprises	Y	Y	Y	Y	\$ 21,833.00
2	Precision Walls	---- NO BID ----				

Tabulation Performed By: Barry Fransen

Recorded By: Barry Fransen

Witness: Ethan Selmer

Certified By: Jeff Gazaway

JE Dunn Construction Inc.
Project #:23012000
Auto Processing Facility Development - Southeast Toyota JAXPORT Facility
BID OPENING: Landscape & Hardscape (GMP 6)

BID OPENING DATE & TIME: ~~February 26th, 2024 @ 4:30 PM~~ March 12th, 2024 @ 4:30 PM
 Note: 02 Addendums were issued on this project

Virtual Pre-Bid: Thursday, February 1, 2024
Site Visit (Mandatory): N/A

NO.	BIDDERS	Bid Form Signed (Y/N)	Addendum Acknowledged (Y/N)	Scope of Work Pages Initialed (Y/N)	Prequalification Form Signed (Y/N)	TOTAL BASE BID (LUMP SUM)
1	The Greenery	Y	Y	Y	X	\$ 67,789.00
2	Sun State Nursery	---- NO BID ----				
3	Ocean View Landscape Management	---- NO BID ----				

Tabulation Performed By: Barry Fransen

Recorded By: Barry Fransen

Witness: Ethan Selmer

Certified By: Jeff Gazaway

JE Dunn Construction Inc.
Project #:23012000
Auto Processing Facility Development - Southeast Toyota JAXPORT Facility
BID OPENING: Aluminum Storefront (GMP 7)

BID OPENING DATE & TIME: April 30th, 2024 @ 4:00 PM
 Note: 01 Addendums were issued on this project

Virtual Pre-Bid: Monday, April 8, 2024
Site Visit (Mandatory): N/A

NO.	BIDDERS	Bid Form Signed (Y/N)	Addendum Acknowledged (Y/N)	Scope of Work Pages Initialed (Y/N)	Prequalification Form Signed (Y/N)	TOTAL BASE BID (LUMP SUM)
1	1st Choice Glass	---- NO BID ----				
2	Capital Glass & Aluminum	Y	Y	Y	Y	\$ 822,800.00

Tabulation Performed By: Barry Fransen

Recorded By: Barry Fransen

Witness: Ethan Selmer

Certified By: Jeff Gazaway

JE Dunn Construction Inc.
Project #:23012000
Auto Processing Facility Development - Southeast Toyota JAXPORT Facility
BID OPENING: Unistrut System (GMP 7)

BID OPENING DATE & TIME: ~~April 30th, 2024 @ 2:00 PM~~
 Note: 02 Addendums were issued on this project

May 3rd, 2024 @ 2:00 PM

Virtual Pre-Bid: Monday, April 8, 2024
Site Visit (Mandatory): N/A

NO.	BIDDERS	Bid Form Signed (Y/N)	Addendum Acknowledged (Y/N)	Scope of Work Pages Initialed (Y/N)	Prequalification Form Signed (Y/N)	TOTAL BASE BID (LUMP SUM)
1	Atkore Unistrut Construction	X	Y	X	X	\$ 998,000.00
2	JE Dunn Construction	Y	Y	Y	X	\$ 685,710.00

Tabulation Performed By: Barry Fransen

Recorded By: Barry Fransen

Witness: Ethan Selmer

Certified By: Jeff Gazaway

Board of Directors Meeting - R2024-05-01 Engineering and Construction Update

KEY CAPITAL PROJECTS

No.	Contract Number	Project Description	Vendor	Scope	Original Contract Amt. (\$)	Approved Change Orders To Date	Total Contract as Amended	Payments to Date	Work Remaining To Invoice	Proposed Change Orders (PCO's)	Remarks
1	C-1780	TMT Berth 5 Pile Jacket Repairs	Michels Construction Inc.	TMT Berth 5 Pile Jacket Repairs	\$1,319,732	\$104,412	\$1,424,144	\$0	\$1,424,144		Michels Corp has started providing technical/materials submittals for review/approval from EOR and JAXPORT.
						Last CO #01					
	MC-1611A	Pile Cap & Beam Rehab TMT	Underwater Mechanix, Inc	Facilities Wide Underwater Pile Cleaning	\$877,182	\$0	\$877,182	\$167,931	\$709,251	\$0	UMX has continued cleaning piles at TMT Berth 6.
	AE-1780		JACOBS Engineering Group	Engineering Inspection & Design Services Pile Jacket Repairs Berth 5	\$143,950	\$68,083	\$212,033	\$159,982	\$52,051	\$0	JACOBS has completed their design. Waiting for Michels to start repairs to schedule site inspections.
						Last CO #02					
	AE-1780A		JACOBS Engineering Group	Engineering Inspection & Design Services Pile Jacket Repairs Berth 6	\$146,954	\$0	\$146,954	\$26,265	\$120,689	\$0	JACOBS was awarded the inspection/design contract for TMT Berth 6 piles repairs. JACOBS performed their first inspection. Jacobs is currently preparing inspection reports and starting repair design based on their first inspection. Jacobs still waiting on UMX to complete cleaning of additional piles (up to 60%) to perform next inspection.
2	AE-1588B	Rehabilitate Underdeck Concrete Phase 4	C&ES Construction & Engineering Services	Engineering & Inspection Services for Rehabilitate Underdeck Concrete Phase 4	\$52,440	\$0	\$52,440	\$30,531	\$21,909	\$0	C&ES will continue inspection of underdeck concrete repairs (Phase 4 at TMT Berth 4 - 8) once SR&B resume works, potentially May 2024.
	C-1588A		Southern Road & Bridge LLC	Rehabilitate Underdeck Concrete Phase 4	\$2,143,244	\$915,076	\$3,058,320	\$2,201,078	\$857,242	\$0	Southern Road & Bridge LLC was awarded the contract to make concrete spall repairs on the underside of the deck at TMT Berths 5-8. This is final phase of underdeck repairs for TMT. Southern Road & Bridge is getting ready to resume works potentially in May 2024 after winter pause. SR&B has started re-mobilizing to resume works.
						Last CO #04 03/25/24					
3	AE-1742	Bartram Island Cell C Expansion Design/Permitting	Taylor Engineering, Inc.	Bartram Island DMMA Cell C Concept Development Design & Permitting	\$854,134	\$891,339	\$1,745,473	\$1,719,523	\$25,950	\$0	Taylor Engineering is providing Services During Construction and making site visits to confirm compliance with contract documents.
						Last CO #06 02/14/22					
	C-1795		Branche Diversified Inc.	DMMA Cell C Restoration & Capacity	\$7,775,000	\$1,781,971	\$9,556,971	\$8,739,685	\$817,286	\$0	Branche Diversified was awarded the contract to expand Cell C at Bartram Island. The Notice to Proceed was issued on February 24, 2022. New storage building has been installed. Branche Diversified has completed dike walls construction. The Contractor has continued drain pipes installation. BDI has continued installation of top soil and seeding in areas with completed dike walls. Installation of walkways and its supporting piles in ongoing. Repair of weir structures is also ongoing.
						Last CO #03 3/1/24					
4	AE-1772	Container Terminal Upgrades - SSA	AECOM Technical Services	Program Management & Inspection Svcs for C-1772 SSA Container Yard Improvements	\$3,215,597	\$250,070	\$3,465,667	\$1,994,537	\$1,471,130	\$0	Program management services, including field inspection, are being performed to manage the contractors work and progress.
						Last CO #01 05/10/22					
	C-1772A		Baker Construction, Inc.	SSA Jacksonville Container Terminal Phase 8	\$16,246,000	\$0	\$16,246,000	\$690,012	\$15,555,988	\$0	Baker Constructors has continued demolition of existing pavement, placement of sub-base and base material, and installation of storm water system pieps and structures.
	C-1772		Superior Construction Company Southeast, LLC	SSA JCT Container Yard Improvements	\$48,876,120	\$2,617,637	\$51,493,757	\$40,379,687	\$11,114,070	\$0	NTP for Construction was issued on 1/10/22. Superior Construction continues works: civil, pavement, storm structures, and electrical works are ongoing. Superior has continued working on Phases 5D and 6C.
						Last CO #14 05/01/2024					

Board of Directors Meeting - R2024-05-01 Engineering and Construction Update

No.	Contract Number	Project Description	Vendor	Scope	Original Contract Amt. (\$)	Approved Change Orders To Date	Total Contract as Amended	Payments to Date	Work Remaining To Invoice	Proposed Change Orders (PCO's)	Remarks
5	AE-1830	Auto Processing Facility Development - SET	JE Dunn Construction	Terminal Development for SET - CM at Risk	\$700,000	\$123,468,397	\$124,168,397	\$31,680,556	\$92,487,841	\$1,862,126	JE Dunn was awarded the CM at risk contract to construct the SET facility. Deep foundations have been completed, and concrete works for building foundations, slabs-on-grade, and columns have continued. Slab-on-grade concrete work has continued. Work continues on surcharging various building foundations in preparation for future construction. Site work continues with the installation of the stormwater and potable water systems. GMP Packages 1-6 have been awarded. Bids received for GMP Package # 7, which will go to Board approval during May Board Meeting. This project is projected to be completed Summer of 2025.
						Last CO #13 04/09/2024					
6	AE-1794	Intersection Improvements at William Mills/Dave Rawls	RS&H, Inc.	Engineering Design Services for BIMT Intersection Improvements	\$152,664	\$0	\$152,664	\$149,293	\$3,371	\$0	RS&H is providing Services During Construction and making site visits to confirm compliance with contract documents.
	C-1794		Pars Construction Svcs. LLC	BIMT Intersection Improvements Wm Mills & Dave Rawls	\$2,116,110	\$143,466	\$2,259,576	\$2,185,727	\$73,849	\$0	PARS Construction awarded the construction contract. Substantial Completion has been issued for this project. PARS Construction is finishing completion of punch list items during May.
7	AE-1915	Purchase of (2) New Cranes	Taylor Engineering, Inc.	Engineering and Support Services for the purchase of new STS container cranes.	\$112,501	\$49,561	\$162,061	\$138,024	\$24,037	\$562,243	Taylor Engineering has been providing Technical support to JAXPORT's Equipment and E&C teams, for the purchase of new STS cranes.
	EQ-1915		Libherr USA Co.	Purchase of 2 STS Diesel-Electric Container Handling Cranes	\$30,525,548	\$0	\$30,525,548	\$6,020,031	\$24,505,517		Libherr has been awarded as the vendor to provide two new STS cranes, with expected delivery during the second half of 2025.
Grand Totals					\$113,937,444		\$244,123,043	\$96,282,861	\$147,840,181	\$2,424,369	

Financial Highlights: April 2024

REVENUES

April's Operating Revenue at \$6.161 million is ahead of plan by approximately \$756 thousand for the month. Through seven months, we are approximately \$2.969 million ahead of budget for Operating Revenues. Most lines of business were ahead of plan for the month with Cruise and Autos leading the way. Cruise was benefited by strong passenger counts and increased parking revenues now that we've surpassed the rebate threshold for parking incentives. The port now retains all parking revenues through May 31st with no rebate owed back to the cruise line. The strength in Autos was related to increased auto units and overflow capacity allocated to a tenant for additional volume. Containers continue to show strength relative to peers and were within \$7 thousand of budget and breakbulk volumes rebounded from a several week long paper strike in Finland.

Other Operating Revenue benefitted from a quarterly Navy berthing payment and visits from vessels that required docking at our berths for varying maintenance reasons. We earn tariff dockage rates on such visits.

Investment income, at \$256 thousand for the month, was ahead of budget and continues the trend of strength we've seen in this area as short-term rates have remained elevated.

EXPENSES

Operating Expenses came in above budget for the month, with a negative variance of \$495 thousand. Our largest negative contributor was Berth Maintenance Dredging as expected. We anticipate higher than budgeted dredge maintenance costs for the full year as we move through the transitional process with Dames Point. All other costs were well-controlled with the exception of Repairs and Maintenance which incurred annual payments for two core service providers. For the fiscal year through April, we reflect a negative variance in Operating Expenses of \$911 thousand. Thanks to a positive variance in Non-Operating Expense of \$1.009 million for the fiscal year, we remain in a net positive variance position for our overall expense budget but will be monitoring this closely for the remainder of the year.

BOTTOM LINE

Considering the positive variances in Operating and Non-Operating revenues, as well as Non-Operating expenses, along with the negative variance in Operating Expenses for the month, Income Before Depreciation at \$1.615 million represents a \$540 thousand positive variance for the month. For the full fiscal year-to-date, Income Before Depreciation remains positioned positively at \$4.439 million favorable to plan, giving the port flexibility to address challenges throughout the year.

BALANCE SHEET

We continue to report a stable balance sheet, growing from a net position of \$724.7 million in March to \$737.9 million in April. Cash and Cash Equivalents remained above \$20 million, at \$22.666 million. Grants Receivable increased to \$9.673 million as a tenant funded project incurred large expenditures and such were submitted to the state for reimbursement.

CONCERNS: We are closely monitoring disruptions to global trade in the Red Sea and Panama Canal as well as working through the Dames Point transition and will provide updates as they develop.

VITAL STATISTICS

APRIL FY2024 - Cargo Performance

CARGO INDICATORS

	VARIANCE					YEAR-TO- DATE			VARIANCE	
	Actual	Budget	Prior	Budget	Prior	Actual	Budget	Prior	Budget	Prior
Vessel Calls	126	130	122	-3%	3%	898	910	903	-1%	-1%
Total Tons	932,341	825,465	817,423	13%	14%	5,841,060	5,778,257	5,951,204	1%	-2%
Total Revenue	\$ 6,161,014	\$ 5,405,375	\$ 5,415,362	14%	14%	\$ 39,855,167	\$ 36,886,043	\$ 37,724,035	8%	6%

OPERATING REVENUE / STATISTICS

	VARIANCE					YEAR-TO- DATE			VARIANCE	
	Actual	Budget	Prior	Budget	Prior	Actual	Budget	Prior	Budget	Prior
Container Revenue	\$2,627,668	\$2,634,495	\$2,358,235	0%	11%	\$18,060,399	\$18,538,624	\$16,635,922	-3%	9%
Container TEU's	108,768	113,643	100,747	-4%	8%	766,010	795,499	756,263	-4%	1%
ICTF Rail Lifts	1,709	1,500	1,486	14%	15%	10,491	10,500	11,593	0%	-10%
Auto Revenue	\$1,296,004	\$1,129,557	\$1,140,598	15%	14%	\$8,717,651	\$7,906,899	\$8,512,945	10%	2%
Auto Units	43,282	40,814	38,212	6%	13%	286,408	285,695	297,746	0%	-4%
Military Revenue	\$167,582	\$58,333	\$266,267	187%	-37%	\$953,020	\$408,331	\$747,509	133%	27%
Breakbulk Revenue	\$555,020	\$439,986	\$480,277	26%	16%	\$2,834,622	\$3,079,902	\$3,036,478	-8%	-7%
Breakbulk Tons	95,579	79,429	81,148	20%	18%	475,654	556,006	574,414	-14%	-17%
Liquid Bulk Revenue	\$80,171	\$103,062	\$101,592	-22%	-21%	\$744,512	\$749,194	\$837,478	-1%	-11%
Liquid Bulk Tons	18,186	33,766	23,429	-46%	-22%	182,385	236,361	230,279	-23%	-21%
Dry Bulk Revenue	\$218,393	\$178,233	\$206,034	23%	6%	\$1,461,316	\$1,247,631	\$1,472,614	17%	-1%
Dry Bulk Tons	161,314	97,293	99,933	66%	61%	820,700	681,053	712,383	21%	15%
Cruise Revenue	\$800,889	\$604,083	\$652,397	33%	23%	\$4,356,585	\$3,152,082	\$3,444,911	38%	26%
Cruise Passengers	17,861	15,400	15,857	16%	13%	119,650	101,200	101,578	18%	18%
Total Cargo Revenue	\$5,745,727	\$5,147,749	\$5,205,399	12%	10%	\$37,128,104	\$35,082,663	\$34,687,857	6%	7%
Other Revenue	\$415,287	\$257,626	\$209,963	61%	98%	\$2,727,062	\$1,803,380	\$3,036,178	51%	-10%

Jacksonville Port Authority
Comparative Income Statement (Unaudited)
For the 7 months ending 04/30/2024

	Current Month Actual	Current Month Budget	Budget Variance	Prior Year Month Actual	Current YTD Actual	Current YTD Budget	Budget Variance	Prior Year YTD Actual
OPERATING REVENUES								
CONTAINERS	2,627,668	2,634,495	(6,827)	2,358,235	18,060,399	18,538,624	(478,225)	16,635,922
AUTOS	1,296,004	1,129,557	166,447	1,140,598	8,717,651	7,906,899	810,752	8,512,945
MILITARY	167,582	58,333	109,249	266,267	953,020	408,331	544,689	747,509
BREAK BULK	555,020	439,986	115,034	480,277	2,834,622	3,079,902	(245,280)	3,036,478
LIQUID BULK	80,171	103,062	(22,891)	101,592	744,512	749,194	(4,682)	837,478
DRY BULK	218,393	178,233	40,160	206,034	1,461,316	1,247,631	213,685	1,472,614
CRUISE	800,889	604,083	196,806	652,397	4,356,585	3,152,082	1,204,503	3,444,911
OTHER OPERATING REVENUE	415,287	257,626	157,661	209,963	2,727,062	1,803,380	923,683	3,036,178
TOTAL OPERATING REVENUES	6,161,014	5,405,375	755,640	5,415,362	39,855,167	36,886,043	2,969,124	37,724,035
OPERATING EXPENSES								
SALARIES & BENEFITS	1,969,834	2,028,222	(58,388)	1,620,902	13,581,363	13,811,733	(230,370)	11,909,086
SERVICES & SUPPLIES	543,105	570,519	(27,414)	567,778	3,438,198	3,993,633	(555,435)	3,443,152
SECURITY SERVICES	408,909	475,917	(67,008)	429,636	3,124,088	3,331,419	(207,331)	2,860,123
BUSINESS TRAVEL AND TRAINING	51,148	56,936	(5,788)	37,462	302,467	398,552	(96,085)	235,119
PROMO,ADV,DUES & MEMBERSHIPS	46,236	64,527	(18,291)	20,620	395,672	451,689	(56,017)	374,899
UTILITY SERVICES	80,945	69,227	11,718	69,278	421,397	484,589	(63,192)	474,751
REPAIRS & MAINTENANCE	304,180	212,731	91,449	211,814	1,524,310	1,489,117	35,193	1,478,530
CRANE MAINTENANCE PASS THRU	(71,430)	(82,500)	11,070	(93,788)	(706,078)	(577,500)	(128,578)	(482,924)
BERTH MAINTENANCE DREDGING	1,008,016	458,345	549,671	927,560	5,419,551	3,208,415	2,211,136	4,561,251
MISCELLANEOUS	22,405	14,718	7,687	5,318	105,046	103,026	2,020	72,184
TOTAL OPERATING EXPENSES	4,363,348	3,868,642	494,706	3,796,579	27,606,015	26,694,673	911,342	24,926,172
OPERATING INC BEFORE DS AND DEPR	1,797,666	1,536,733	260,934	1,618,783	12,249,152	10,191,370	2,057,782	12,797,863
NON OPERATING INCOME								
INVESTMENT INCOME	256,327	108,033	148,294	205,006	2,195,937	756,231	1,439,706	1,110,997
SHARED REVENUE FROM CITY	834,646	838,037	(3,391)	821,069	5,821,588	5,866,259	(44,671)	5,825,516
OPERATING GRANTS - SECURITY	-	6,120	(6,120)	-	20,360	42,840	(22,480)	8,837
TOTAL NON OPERATING ITEMS	1,090,972	952,190	138,782	1,026,075	8,037,886	6,665,330	1,372,556	6,945,350
NON OPERATING EXPENSE								
DEBT SERVICE	1,273,838	1,413,566	(139,728)	1,151,787	8,884,888	9,894,964	(1,010,076)	8,205,854
CRANE RELOCATION	-	-	-	-	-	-	-	800,900
OTHER NON OP EXPENSE	(30)	428	(458)	1,085	4,522	2,996	1,526	1,549
TOTAL NON OPERATING EXPENSE	1,273,808	1,413,994	(140,186)	1,152,872	8,889,410	9,897,960	(1,008,550)	9,008,303
INCOME BEFORE DEPRECIATION	1,614,831	1,074,929	539,902	1,491,986	11,397,629	6,958,740	4,438,889	10,734,909

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

	<u>April 30, 2024</u>	<u>March 31, 2024</u>	<u>September 30, 2023</u>
Current Assets			
Cash & cash equivalents	22,666	22,964	21,608
Restricted cash & cash equivalents	6,599	5,451	8,762
Accounts receivable, net	8,771	8,447	7,694
Notes and other receivables	648	556	179
Grants receivable	9,673	5,918	9,104
Inventories and other assets	1,897	1,975	2,278
Total Current Assets	50,254	45,311	49,625
Noncurrent Assets			
Grants receivable - Non Current	6,020	6,020	-
Restricted cash & cash equivalents	17,132	16,962	16,586
Restricted Cash for Cap Projects	55,296	56,906	60,282
Deferred outflow of resources	8,850	8,881	9,064
Capital Assets, net	869,895	862,128	830,649
Total Noncurrent Assets	957,193	950,897	916,581
Total Assets	1,007,447	996,208	966,206
Current liabilities			
Accounts payable	2,899	4,976	2,729
Construction accounts payable	7,750	8,040	10,030
Accrued expenses	742	821	808
Accrued interest payable	2,866	2,388	2,563
Retainage payable	2,218	2,218	2,218
Bonds and Notes Payable	8,668	8,668	8,668
Total Current Liabilities	25,143	27,111	27,016
Noncurrent liabilities			
Unearned Revenue	14,592	14,592	14,592
Accrued Expenses	2,467	2,434	2,387
Line of credit	12,175	12,175	2,920
Bonds and notes payable	189,003	189,018	197,210
Other Obligations	6,122	6,122	6,122
Net Pension Liability	18,551	18,551	18,551
Deferred inflows - Pension	1,456	1,456	1,456
Total Non Current Liabilities	244,366	244,348	243,238
Total Liabilities	269,509	271,459	270,254
Net Position	737,938	724,749	695,952



COMMERCIAL HIGHLIGHTS

CURRENT INDUSTRY EVENTS

- Panama & Suez Canals
- Baltimore Bridge Collapse
- Tariffs on Chinese Imports

CARGO HIGHLIGHTS

NEW BUSINESS EXAMPLES



CARGO HIGHLIGHTS

- **Vehicle Cargo**
- **Breakbulk/Non-Containerized Cargo**
- **Containerized Cargo**





NEW BUSINESS EXAMPLES

NEW BUSINESS	CARGO TYPE	COMMODITY	PROJECTED NEW BUSINESS
PROJECT TUNE	Containers	Children clothing & toys	1,000 TEUs/year
PROJECT ALIGN	Containers	Furniture	600 TEUs/year
PROJECT HIGHER	Containers	Home appliances	400 TEUs/year
PROJECT SOLO	Containers	Trash receptacles	350 TEUs/year



Public Safety Report

May 2024

I. JAXPORT Employee Safety

a. Reportable Incidents

We did have 1 new reportable incident (injury to an employee) since the March Report. On May 1st, an employee sustained a minor hand injury while drilling holes.

For CY24, JAXPORT has had 2 reportable incidents per the OSHA Form 300.

b. Training

We continue our monthly safety training series. The April focus was on Incident Reporting and the May focus was on Emergency Preparedness. Employees were provided information on the appropriate steps to take in reporting incidents. Additionally, now that we are getting into storm/hurricane season, employees were trained on being prepared for weather events and being alert.

The Operations and Safety Teams continue to review and improve the onboarding process and a training schedule for new employees.

II. JAXPORT Terminal Safety

a. Year-To-Date

For CY24, there have been 38 security violations (83 points). Most of the violations are related to parking in undesignated/prohibited parking areas. There have been 6 Level I (failure to maintain TWIC Escort) violations. 32 of the 38 violations occurred at Blount Island.

<u>Type</u>	<u>Number</u>
Level 1	9
Level 2	8
Level 3	2
Level 4	19

b. Apr-May 2024 Statistics

There have been 7 new violations reported for April and May (through May 13th). Both Blount Island and Talleyrand reported 3 violations each, with 1 violation occurring at Dames Point. Two of the violations were related to vehicles (1 – not stopping at stop signs; 1 – leaving the scene of accident with damage). Two of the violations resulted in 3 days suspension of terminal access, the remaining violations are still pending resolution.



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

AWARDS COMMITTEE ZOOM MEETING MINUTES
May 21, 2024
1:00 PM

Awards Committee Members Attending

Mr. Robert Peek, Chair
Chelsea Kavanagh
Ms. Beth McCague
Mr. Patrick "Joey" Greive

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

Other Attendees

Michael Johnson
Brandon Blanton
Jerrie Gunder
Brenda DeWitt
Tripper Jones
Terri Lemon-Scott
Michael McCoy
Justin Ryan

Kelsey Cox
Brandon Braziel
~~Frederick Wessling~~
Ellen Carmosino
Adam Conner
Jose Vazquez
Rob Naylor,
Jeff Gazaway, JE Dunn

*Robert Peek
called the meeting to order at 1:00 PM*

Item No. 1

AC2024-0521-01

Terminal Development for SET – CM at Risk GMP7 Packages

JPA Project No.: B2022.11

JPA Contract No.: AE-1930 CO#14

JE Dunn Construction Company

\$ 131,039.00

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

Item No. 2

AC2024-0521-02

Annual Maintenance Dredging Services for JAXPORT

JPA Project G/L No.: 175/176/189.5855

JPA Contract No.: C-1691 CO#1

Manson Construction Company

\$ 9,959,297.00

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

Item No. 3

AC2024-0521-03

Design Services for New RO RO Entrance - BIMT

JPA Project No.: B2024.03

JPA Contract No.: AE-1951

North Florida Professional Services

\$ 299,847.30

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

Item No. 4

AC2024-0521-04

Port and Maritime Electrification Plan (PMEP)

JPA Project G/L No.: G2023.02

JPA Contract No.: AE-1933

Hatch Associates Consultants, Inc.

\$ 155,967.74

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

Item No. 5

AC2024-0521-05

DPMT August Drive Road Improvements

JPA Project G/L No.: D2024.01

JPA Contract No.: C-1957

Pars Construction Services, LLC

\$ 153,000.00

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

Item No. 6

AC2024-0521-09

Purchase of 30 Sheaves with Bearings for Hanjung Cranes

JPA Project No.: B2022.14 & T2022.06

JPA Contract No.: EQ-1907D

Konecranes, Inc.

\$ 55,821.00

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

Item No. 7

AC2024-0521-07

BIMT High Bay Service Hoist Replacement (Re-Bid)

JPA Project G/L No.: 003.2044.177-R

JPA Contract No.: EQ-1945R

ZPMC NA East Coast, Inc. d/b/a ZPMC USA

\$ 139,898.00

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

Item No. 8

AC2024-0521-08

TMT Roof Coating for ZPMC Cranes

JPA Project No.: C2024.02 & C2024.05

JPA Contract No.: EQ-1964

Premier Coating Company, LLC

\$ 77,538.00

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

Item No. 9

AC2024-0521-09

Purchase of Domestic Wire Rope – Boom Cables (BIMT & TMT)

JPA Project No.: 003.2050CIPPARTS

JPA Contract No.: EQ-1936B

Certex USA

\$ 48,305.29

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

Item No. 10

AC2024-0521-10

Purchase Three (3) New Fleet Vehicles for JAXPORT

JPA Project No.: 003.2046.185

JPA Contract No.: VEH-1939B

Bozard Lincoln Ford

\$ 136,928.00

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

The meeting was adjourned at 1:54 PM.

Items 1 & 2 requires Board Approval