

Section Eight: Container Crane Facility

Container Gantry Crane Facility

550. CONTAINER GANTRY CRANE RULES AND REGULATIONS (C)

Any authorized stevedore (crane user) wishing to use container gantry crane(s), including all attached and ancillary parts and equipment [hereinafter referred to "s "crane(s)"] shall make application for crane(s) rental use 12 hours prior to start-up time. Such applications shall specify the date and time of proposed use, the estimated length of use, and number of cranes needed. The crane user shall return the crane(s) without delay, upon completion of his operations.

The crane user shall provide all necessary operators and perform all stevedoring required in connection with container crane(s) use.

When the crane(s) is/are ordered but not used, and orders are not modified or canceled within 6 hours, standby time for maintenance personnel will be assessed at the current labor rates, subject to a minimum charge of two hours straight time or four hours overtime.

Any incurred cost is the responsibility of the user, such as the balance of guarantees, meal hours, or any other costs not covered under rental fee or start-up and secure.

It shall be the ship's responsibility to stow all of its cranes in an offshore position prior to the time that the container gantry cranes are put into service.

In the event that it is necessary to use the ship's cranes for any reason while the container gantry cranes are still in use at any time prior to the container gantry cranes' complete removal from the vessel, the container gantry cranes shall have the absolute right of way and all movements of the ship's cranes will be subservient to the container gantry cranes' movements and operations. Accordingly, it will be the responsibility and obligation of the ship and its stevedores to keep a proper lookout and to ensure that the movements or operation of the ship's cranes do not interfere with the operations or movements of the container gantry crane.

The ship will not begin to move its cranes into sea position until after the container gantry crane has fully completed its operations and movements and is fully clear from the ship and its cranes.

It shall be the stevedore's responsibility to ensure that the ship is aware of and complies with its responsibilities to stow and operate its cranes in conformance with these regulations.

560. CRANE RATES (A)(C)

| Container Gantry Crane Rental Rates Per Hour | | | |
|--|----------------|-----------------|----------------|
| Rate Category | Hours/Labor | Crane #'s 11-16 | Crane #'s 4-10 |
| Gantry Crane(s) (without operator) Regular Hours | Regular Hours | \$1,049.60 | \$944.63 |
| | Overtime Hours | \$1,171.40 | \$1,054.26 |
| Small Boat | Regular Hours | \$862.16 | \$755.94 |
| | Overtime hours | \$981.76 | \$883.60 |
| Standby time per hour (all cranes) | Regular Hours | \$308.79 | \$308.79 |
| | Overtime hours | \$446.26 | \$446.27 |
| Labor Only start-up and shutdown, per hour or fraction | Straight Labor | \$241.57 | \$241.57 |
| | Overtime Labor | \$328.76 | \$328.76 |
| Meal | Straight Labor | \$415.91 | \$415.91 |
| Meal | Overtime Labor | \$590.25 | \$590.24 |

Minimum rental period per crane is 4 hours per steamship line. Billing will be based on 1-hour increments. Final release of the crane completed in 20 minutes or less, will not be charged to the next full hour. Final release of the crane completed in 21 minutes or more, charges will be carried to the next full hour. Rental charges include maintenance.

The crane user will be charged for assigned maintenance personnel for standby time for vessel delays or weather interference at above rates per hour. No charge will be assessed for downtime due to mechanical and/or electrical malfunction of the crane(s).

Except for weather interference, labor standby time for delays will be charged from the time for which the equipment is ordered until the equipment begins operations.

One (1) hour start-up and one (1) hour shutdown time will be charged for labor only.

Costs incurred for the repositioning of crane(s), during a meal hour, when requested by the user, shall be billed according to the established labor rates.

570. CONTAINER GANTRY CRANE CHARACTERISTICS

The PortMiami operates thirteen (13) ship-to-shore container handling gantry cranes on six (6) 1,000 feet wharves. Currently, Cranes 8, 9, and 10 work on Wharves 1 and 2; Cranes 16, 15, and 14 work on Wharves 3, 4, and 5; Cranes 13, 11, 12 and 7 work on Wharves 3, 4 and 5; and Cranes 4, 5, and 6 work on Wharf 6.

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Cranes 4, 5, 6, 7, 8, 9 and 10 (Post-Panamax):

Capacity:

| | |
|-----------------------------------|--------|
| Under Spreader, Single Lift..... | 50 LT |
| Under Spreader, Twin Lift..... | 50 LT |
| Under Cargo Beam..... | 70 LT |
| Outreach from waterside rail..... | 151 FT |
| Total Hoisting Height..... | 150 FT |

Cranes 11 and 12 (Super Post-Panamax):

Capacity:

| | |
|-----------------------------------|--------|
| Under Spreader, Single Lift..... | 50 LT |
| Under Spreader, Twin Lift..... | 65 LT |
| Under Cargo Beam..... | 75 LT |
| Outreach from waterside rail..... | 213 FT |
| Total Hoisting Height..... | 181 FT |

Cranes 13, 14, 15 and 16 (Super Post-Panamax):

Capacity:

| | |
|---|----------|
| Under Spreader, Single Lift..... | 50 LT |
| Under Spreader, Twin Lift (Rated Load)..... | 65 LT |
| Under Cargo (Hook) Beam (Full travel outreach to backreach)..... | 100 LT |
| Outreach from waterside rail..... | 223.1 FT |
| Total Hoisting Height..... | 193.5 FT |

Special technical characteristics are available upon request.

580. PAYMENT FOR RENTAL OF CRANES

The stevedore making arrangements for the rental of the crane(s) will be held responsible for paying all charges incurred by its use, as defined in other sections of this Tariff, to the Seaport Department. These charges will include all charges related to damages caused by the stevedore while using the crane(s).

584. HEAVY LIFT CHARGES (A) (C)

In all single lifts that exceed 90,000 pounds (with hook), a heavy lift charge of \$2.66 per short ton will be assessed on the weight exceeding 90,000 pounds, which will be in addition to crane(s) rental charges. Weights listed on manifests will govern heavy lift charges, if actual weights are not provided.

586. CRANE CONDITION

The crane(s) will be in operating condition when turned over to the crane user and will be returned in the same condition as when received, wear and tear alone excepted. All repairs will be effected through the maintenance operator or through their designated contractor and billed accordingly for repair costs incurred.

Downtime caused by crane user negligence will be charged at the rate as per paragraph entitled RATES included in this Section, acts of God excepted.

588. DAMAGES SUSTAINED TO CRANE

Any damages to Port cranes or associated infrastructure caused or contributed to by any Port stevedore or other Port user, will be the responsibility of the stevedore or other Port user (as applicable), who upon demand or invoicing by the Port, shall reimburse the Seaport all Port or Port of Miami Crane Management, Inc incurred repair costs plus a twenty percent (20%) administrative fee thereon.

596. CLEANING FACILITIES

All users of the crane(s) shall be held responsible for cleaning the facilities after using them, including the adjacent aprons and gutters. If the facilities are not properly cleaned, charges shall be assessed as noted in other sections of this Tariff, as noted in Item 260.