

INVITATION TO BID

ITB No. MC-1859B



BIMT POND 8 CMAC RETROFIT

ITB DUE DATE: THURSDAY, AUGUST 1, 2024

Jerrie Gunder, Sr. Contract Specialist

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PROCUREMENT SERVICES

2831 Talleyrand Avenue, Jacksonville, Florida 32206

JAXPORT.com/procurement/active-solicitations



BID RELATED DOCUMENTS

FOR

BIMT POND 8 CMAC RETROFIT

Contract No.: MC-1859B

BLOUNT ISLAND MARINE TERMINAL

BID RELATED DOCUMENTS

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INVITATION TO BID
BIMT POND 8 CMAC RETROFIT
BLOUNT ISLAND MARINE TERMINAL
JAXPORT PROJECT NO.: B2023.11
JAXPORT CONTRACT NO.: MC-1859B

JULY 11, 2024

Sealed bids will be received by JAXPORT up to **2:00 PM (EST)**, local time, **THURSDAY, AUGUST 1, 2024**, at which time they shall be opened via "ZOOM" at: <https://us02web.zoom.us/j/82115952248?pwd=SQm3rPGa1ZAKnmuRZNDNfV6nYqrbZAn.1>, Meeting ID: **821 1595 2248**, Passcode: **814684** for **BIMT POND 8 CMAC RETROFIT**.

All bids must be submitted in accordance with specifications and drawings for Contract No. **MC-1859B**.

IT IS MANDATORY THAT THE BIDDER SHALL ACKNOWLEDGE THE INCLUSION OF ALL ADDENDA ON THE BID FORM, FORM BF. ACKNOWLEDGEMENT SHALL BE MADE BY INITIALS AND DATE. FAILURE TO ACKNOWLEDGE ALL ADDENDA MAY RESULT IN REJECTION OF THE BID.

PLEASE VISIT [HTTPS://WWW.JAXPORT.COM/PROCUREMENT/ACTIVE-SOLICITATIONS/](https://www.jaxport.com/procurement/active-solicitations/) PRIOR TO THE BID OPENING TO DETERMINE IF ANY ADDENDA HAVE BEEN RELEASED ON THIS CONTRACT.

A MANDATORY PRE-BID CONFERENCE AND SITE VISIT WILL BE HELD ON JULY 19, 2024, AT 10:00 PM, "ZOOM" at:

<https://us02web.zoom.us/j/87311429394?pwd=wDsCucXKqFmcb2a80T09wfNL0ZL6sa.1>, Meeting ID: **873 1142 9394**, Passcode: **264491** ATTENDANCE BY A REPRESENTATIVE OF EACH PROSPECTIVE BIDDER IS ENCOURAGED.

Bid and contract bonds are required.

This project is funded by JAXPORT.

The SEB Participation Goal established for this project is **ZERO (0%)**, however, SEB participation is strongly encouraged.


Retta Rogers (Jul 11, 2024 09:34 EDT)

Retta Rogers
Director, Procurement Services
JAXPORT

BID CONTENTS AND FORMAT

BIMT POND 8 CMAC RETROFIT

Interested bidders shall prepare and electronically submit, a bid package consisting of bidder's REQUIREMENTS (a-g), signed FORM BF and any other technical information required in order to be considered for award of this project. JAXPORT no longer accepts any bid packages submitted by mail or hand-delivery. Please visit the JAXPORT's website at www.jaxport.com for more information and updates. Bids received via email, fax or hand delivery will be declared nonconforming and will not be read or accepted.

1. BIDDER REQUIREMENTS FOR CONTRACT NO.: **MC-1859B**

NAME OF FIRM: _____

The electronically submitted documents shall contain the following information:

- a. Bid bond, certified check or cashier's check for 5 percent of the amount of the bid (See Article 6 in Supplemental Instructions to Bidders).
- b. Form COI, "Conflict of Interest Certificate" statement.
- c. Form PEC, "Sworn Statement on Public Entity Crime."
- d. Bidders Representation and Authorization – Written Statement (Only if necessary).
- e. Form MR, "Bidders Minimum Requirements" (See Article 4 in Supplemental Instructions to Bidders).
- f. Form CCRSC, "Contractor Certification Regarding Scrutinized Companies."
- g. Form E-Verify, "Acknowledgement and Acceptance of E-Verify Compliance."

2. **Signed FORM BF, and any technical information required** to be submitted by the specifications.

Alternatively, the entire bid package must be submitted in **PDF format only** through E-Builder Electronic Bid Submission, in sufficient time to ensure receipt prior to the time specified below.

Bids must be submitted prior to 2:00 PM (ET), AUGUST 1, 2024. The submit button will deactivate at exactly 2:00 PM and you will not be permitted to submit your bid regardless of where you are in the process. Please plan accordingly.

The PDF file name(s) should read "**MC-1859B.**" "How to Submit Your Bid Response in E-Builder" is provided as "Attachment No. 1." Additional instructions on how to navigate in E-Builder, click the below link to access the "**Bidders Portal Instructional Training Video**":

<https://resources.e-builder.net/bidding/e-builder-bidders-portal-instructional-training-video>

It is the sole responsibility of the Bidder to have its bid submitted to JAXPORT as specified herein before the aforementioned date and time. For the purpose of the ITB, a Bid is considered delivered when confirmation of delivery is provided by E-Builder. Bidders must ensure that its electronic submission in E-Builder can be assessed and viewed at the time of the Bid Opening. JAXPORT will consider any file that cannot be immediately accessed and viewed at the time of the Bid Opening (including, but not limited to encrypted files, password protected files, or incompatible files) to be blank or incomplete, as context requires, and, therefore, unacceptable. Bidders will not be permitted to unencrypt files, remove password protections, or resubmit documents after Bid Opening to make a file viewable if those documents are required with Bid. All expenses for submitting Bids to JAXPORT are to be borne by the Bidder and will not be borne, charged to or reimbursed by JAXPORT in any manner or under any circumstance.

If your firm does not intend to submit a bid for this project, please complete Form NB and fax to (904) 357-3077 or e-mail to Jerrie.Gunder@JAXPORT.com

"NO BID" RESPONSE

BIMT POND 8 CMAC RETROFIT

PROJECT: **BIMT POND 8 CMAC RETROFIT**

CONTRACT NO. **MC-1859B**

BID OPENING DATE: **THURSDAY, AUGUST 1, 2024** TIME: **2:00 PM (EST)**

If your firm does not intend to submit a bid for this project, please provide us with the information requested below and fax to (904) 357-3077 or e-mail to

Jerrie.Gunder@JAXPORT.com

NAME OF FIRM: _____

We are unable to submit a bid for this project for the following reasons:

SIGNATURE: _____

TITLE: _____

TELEPHONE: ()

We () are / () are not interested in bidding on similar JAXPORT projects in the future.

SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

BIMT POND 8 CMAC RETROFIT

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8.	Examination of Drawings, Specifications, and Site of Work	SIB-4
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10.	Failure to Execute the Agreement	SIB-5
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13.	Omissions, Discrepancies and Addenda	SIB-5
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SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

BIMT POND 8 CMAC RETROFIT

1. AUTHENTICATION OF BID FORM

All bids submitted for this project shall be signed as outlined below. **FAILURE ON THE PART OF THE INDIVIDUAL, PARTNERSHIP OR CORPORATION TO SIGN THE BID, FORM BF, WILL CONSTITUTE A MATERIAL IRREGULARITY AND SHALL RESULT IN THE REJECTION OF THE BID.**

- a. If made by an individual, Form BF shall show the name and business address of the individual or firm and shall be signed by the individual or authorized representative of the individual.
- b. If made by a partnership, Form BF shall show the name and business address of the partnership and shall be signed by a partner or authorized representative of the partnership.
- c. If made by a corporation, Form BF shall show the name and business address of the corporation and shall be signed by an officer or an authorized representative of the corporation.

2. AWARD OF CONTRACT

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

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

3. BID AMENDMENTS

Bid price amendments are permissible if received by JAXPORT Procurement Services, via E-Builder electronic submission, prior to the bid opening time stated in the "Invitation to Bid."

Refer to **Attachment No. 1** "How to Submit Your Bid Response in E-Builder" for additional instructions on how to navigate in E-Builder. Click the below link to access the **"Bidders Portal Instructional Training Video"**:

SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

BIMT POND 8 CMAC RETROFIT

<https://resources.e-builder.net/bidding/e-builder-bidders-portal-instructional-training-video>

It is the responsibility of the individual, partnership, or corporation submitting the bid to ensure that any amendment, is made prior to the bid opening time stated in the "Invitation to Bid." JAXPORT accepts no responsibility for late amendments, and bidders shall not be permitted to modify their bids after the specified time for the bid opening. EMAIL, MAIL AND FACSIMILE TRANSMISSION OF AMENDMENTS TO JAXPORT WILL NOT BE ACCEPTED.

All amendments must be signed by an individual authorized to sign the bid. An unsigned amendment shall be considered nonconforming and will therefore cause the amendment to be rejected. No amendment shall be withdrawn after the closing date and time specified herein.

4. BIDDERS MINIMUM REQUIREMENTS

Contractors are required to upload via E-Builder Electronic Bid Submission FORM MR, "BIDDERS MINIMUM REQUIREMENTS," and include it as part of the "BIDDER REQUIREMENTS" (see section "Bid Contents and Format"). Before an award is made, Minimum Requirements of the apparent low conforming bidders will be examined to determine the Contractor's financial responsibility and work history, experience and current workload. Additional information may be requested if JAXPORT considers it necessary to make a proper evaluation. Based on the review of the Contractor's financial condition, previous experience, current workload or any other information included on BIDDERS MINIMUM REQUIREMENTS or subsequently requested from the Contractor, JAXPORT reserves the right to reject any Contractor's bid, should, in JAXPORT's sole judgment, the Contractor is or appears to be unqualified or incapable of successfully completing the project in a timely manner.

The Minimum Requirements requires a financial statement as outlined in Section 119.071, Florida Statutes, and provides:

"Any financial statement which an agency requires a prospective bidder to submit in order to pre-qualify for bidding or for responding to a proposal for a road or any other public works' project is exempt from s. 119.071 (1c) and s.24(a), Art. I of the State Constitution."

5. BID FORM

The bidder shall submit the bid on Bid Form BF furnished herein. If additional forms are required, they may be secured from JAXPORT or may be duplicated. The bidder shall state the price, typewritten or written in ink, in numerals, for which the bidder proposes to do each item of work. See "BID CONTENTS AND FORMAT" section for more details.

NOTE: IT IS MANDATORY THAT THE BIDDER SHALL ACKNOWLEDGE THE INCLUSION OF ALL ADDENDA ON THE BID FORM, FORM BF. ACKNOWLEDGEMENT SHALL BE MADE BY INITIALS AND DATE. FAILURE TO ACKNOWLEDGE ALL ADDENDA MAY RESULT IN REJECTION OF THE BID.

SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

BIMT POND 8 CMAC RETROFIT

PLEASE VISIT [HTTPS://WWW.JAXPORT.COM/PROCUREMENT/ACTIVE-SOLICITATIONS/](https://www.jaxport.com/procurement/active-solicitations/) PRIOR TO THE BID OPENING TO DETERMINE IF ANY ADDENDA HAVE BEEN RELEASED ON THIS CONTRACT.

6. BID GUARANTY

Each bidder shall furnish with the bid a bid bond in an amount not less than **5** percent of the total bid, as a guaranty that the bid will not be withdrawn for a period of **90** calendar days after opening of bids. As soon as practicable after the opening of bids, any checks submitted as guaranty by bidders who are not among the three lowest cost, responsive, responsible bidders will be returned. Checks submitted by the remaining bidders will be returned after execution of the Agreement and submittal of the required bonds by the successful bidder.

If contract bond is not furnished within the time stated herein, the bid guaranty will be forfeited and the contract may be awarded the next low conforming bidder. **THE BID BOND MUST BE SECURED FROM AND EXECUTED BY AN AGENCY DULY-LICENSED TO DO BUSINESS IN THE STATE OF FLORIDA, PURSUANT TO CHAPTER 255 OF THE FLORIDA STATUTES, SECTION 255.05. FAILURE TO FURNISH THE BID GUARANTY, INCLUDING POWER OF ATTORNEY, IF REQUIRED, WILL CONSTITUTE A MATERIAL IRREGULARITY AND SHALL RESULT IN THE REJECTION OF THE BID.**

If a bid bond is used, it shall be written through a Surety bond agency and with a Surety company meeting the same specifications as those required for contract bonds.

The bid bond provided by the Owner of the Property/Contracting Public Entity may be utilized (see Form BBF). Surety's standard bond form for State of Florida is acceptable. Refer also to "Surety Bonds" of the "General Conditions."

7. BID OPENING – PROCEDURE

At the time and place stated in the "Invitation to Bid," JAXPORT's representative will announce the close of bidding and commence with the Bid Opening. Bidders are invited to attend the **ZOOM Meeting** proceedings .

The Bidder's name and the total amount used for basis of award will be the only information read aloud.

8. EXAMINATION OF DRAWINGS, SPECIFICATIONS, AND SITE OF WORK

The bidder is advised, before submitting a bid, to visit the site of the proposed work and become familiar with the nature and extent of the work and any local conditions that may in any manner affect the work to be done, and equipment, materials, and labor required. The bidder is required to examine carefully the drawings and specifications and contract forms, and to be informed regarding any and all conditions and

SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

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requirements contained herein that may in any manner affect the work to be performed. No allowances will be made for conditions overlooked or ignored by the bidder.

9. EXECUTION OF THE AGREEMENT

The individual, firm, or corporation to which the contract has been awarded shall sign the Agreement and return it within ten (10) calendar days after receipt from JAXPORT.

10. FAILURE TO EXECUTE THE AGREEMENT

Failure on the part of the successful bidder to execute the Agreement as required will be just cause for the annulment of the award, and in the event of the revocation of the award, the bidder shall forfeit the Bid Guaranty. This forfeiture shall not be construed as a penalty, but as reasonable, fixed and liquidated damages because of the bidder's failure to enter into contract with JAXPORT.

11. FAMILIARITY WITH LAWS

The bidder shall be familiar and comply with all Federal, State, and local laws, ordinances, rules and regulations that in any manner affect the work. Lack of such knowledge on the part of the bidder will in no way relieve the bidder from any responsibility.

12. FLORIDA STATE SALES TAX

It is the bidder's sole responsibility to incorporate any and all applicable taxes into the bid. However, Chapter 212 of the Florida Statutes provides JAXPORT with sales tax exemption for all procurements made directly by JAXPORT. After a contract has been awarded, certain items which have been included in this bid may be purchased directly by JAXPORT in order to benefit from this tax savings program (See Special Conditions, Section 10, Tax Savings Program, General for more information).

13. OMISSIONS, DISCREPANCIES AND ADDENDA

- a. Should an omission or discrepancy be found in the bidding documents, or if there is any doubt as to the meaning, the bidder shall notify JAXPORT Procurement Services Department, in writing, in sufficient time in order that an addendum might be issued to all prospective bidders, if necessary.
- b. Any addenda issued by JAXPORT for the purposes of changing the intent of the plans and specifications or clarifying the meaning of same shall be binding in the same way as if written in the specifications. All addenda will be issued by the Procurement Services Department prior to the bid opening. It is each bidder's sole responsibility to verify they have received all addenda in sufficient time to properly evaluate their contents before submitting a bid.

SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

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It is the usual practice for JAXPORT to email addenda to known prospective bidders, but JAXPORT does not guarantee that all bidders will receive addenda in this manner in due time before the bid opening.

- c. It is mandatory that the bidder shall acknowledge the inclusion of all addenda on the bid form, FORM BF. Acknowledgement shall be by initials and date. Failure to acknowledge all addenda MAY result in rejection of the bid.

14. PROTEST PROCEDURES

Respondents shall file any protest regarding this RFP in writing, in accordance with JAXPORT's Protest Procedures promulgated on SOP- 1215 Procurement Code for the Jacksonville Port Authority, available at <https://www.jaxport.com/procurement/>

15. PUBLIC MEETING REQUIREMENTS

JAXPORT complies with Section 286.011 of the Florida Statutes. Therefore certain types of staff meetings and meetings of JAXPORT Awards Committee, and Board of Directors are required to be held in public, with sufficient notice made of the time and date of the meeting(s). All notices of public meetings are posted in the lobby of JAXPORT, 2831 Talleyrand Avenue, Jacksonville, FL 32206 and on JAXPORT's website at www.jaxport.com. For information concerning when the project(s) will be submitted for award, contact JAXPORT Procurement Services Department at telephone (904) 357-3017, Monday through Friday.

16. REQUIREMENTS OF THE BIDDERS

The successful bidder shall hold a current Contractor's certificate for the type of work to be performed, if it is required by JAXPORT and under applicable law. Evidence of such certificate shall be presented before contract award, or it may be requested with the Bidder's REQUIREMENTS at the time of bid.

In addition, Plumbing and Electrical Contractors and Subcontractors shall be required to hold current certificates issued by the City of Jacksonville qualifying them to perform such work. Chapter 489.103, Florida Statutes, provides that Contractors involved in work on bridges, roads, highways, railroads, or utilities and services incidental thereto, and certain specialties are exempt from licensing by the State of Florida. The Florida Department of Business and Professional Regulation, advises that wharves, airfield pavements, and fences are included among the specialties which are exempt from licensing.

17. STATEMENTS BY BIDDERS

- a. **CONFLICT OF INTEREST** – Pursuant to Chapter 112 of the Florida Statutes, Bidders are required to complete and submit with their bids a "Conflict of Interest" statement. Form COI is provided in the bid documents

SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

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for that purpose and must be included as part of the "BIDDER REQUIREMENTS" at the time bids are submitted.

Subcontractors, Vendors, and Suppliers selected by JAXPORT to participate in the Tax Savings Program will be required to submit Conflict of Interest statements prior to any Purchase Orders being issued. The Prime Contractor shall be responsible for obtaining those statements from Subcontractors, Vendors and Suppliers and providing same to JAXPORT in a timely manner. Refer to the "Special Conditions" entitled, "Tax Savings Program – General" of the contract documents for more details on the Tax Savings Program.

- b. **PUBLIC ENTITY CRIME** – Pursuant to Chapter 287 of the Florida Statutes, Bidders are required to complete and submit with their bids a Sworn Statement Pursuant to Section 287.133 (3) (a), Florida Statutes, on Public Entity Crimes. Form PEC is provided in the bid documents for that purpose and must be included as part of the "BIDDER REQUIREMENTS" at the time bids are submitted.

A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:

- Submitting a bid on a contract to provide any goods or services to a public entity;
- Submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
- Submitting bids on leases of real property to a public entity;
- Being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
- Transacting business with any public entity in excess of Category Two threshold amount (\$35,000) provided in section 287.017 of the Florida Statutes.

- c. **DISCRIMINATORY VENDOR LIST** – An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:

- Submit a bid on a contract to provide any goods or services to a public entity;
- Submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- Submit bids on leases of real property to a public entity;

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- Be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; or
- Transact business with any public entity.
- To view a current list, visit:
http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

d. **BIDDERS REPRESENTATION AND AUTHORIZATION** – In submitting a bid, each Bidder understands, represents, and acknowledges the following (if the Bidder cannot so certify to any of the following, the Bidder shall submit with its response a written explanation of why it cannot do so).

- The Bidder is not currently under suspension or debarment by the State or any other governmental authority.
- To the best of the knowledge of the person signing the bid documents, the Bidder, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- Bidder has not within the last five (5) years, had a delinquent obligations to the State or any other governmental authority, including a claim for liquidated damages under any other contract.
- The bid submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any Bidder or potential Bidder, and they will not be disclosed before the solicitation bid opening.
- The Bidder has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the

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employ of another company.

- The product(s) offered by the Bidder will conform to the specifications without exception.
- The Bidder has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the Bidder, the Bidder agrees that it intends to be legally bound to the Contract that is formed with JAXPORT.
- The Bidder has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the bid response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
- The respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.
- All information provided by, and representations made by, the Bidder are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.
- That the Bidder has carefully examined the site of the work and that from his/her investigations has been satisfied as to the nature and location of the work, the kind and extent of the equipment and other facilities needed for the performance of the work, the general and local conditions, all difficulties to be encountered, and all other items which in any way affect the work or its performance.
- That the Bidder is in full compliance with all federal, state, and local laws and regulations and shall fully comply with the same during the entire term of the contract.

e. **SCRUTINIZED COMPANIES – ACTIVITIES IN SUDAN AND/OR IRAN**

Section 287.135 of the Florida Statutes prohibits agencies from contracting with a company on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, lists created pursuant to section 215.473, Florida Statutes, for

SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

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goods or services over \$1,000,000.

Bidders are required to complete and submit with their bids a Contractor Certification Regarding Scrutinized Companies, Form CCRSC is provided in the bid documents for that purpose and must be included in the "BIDDER REQUIREMENTS" envelope at the time bids are submitted.

Bidder must certify that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. Pursuant to section 287.135(5), F.S., Contractor agrees JAXPORT may terminate this contract immediately without penalty if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

18. E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION

The successful bidder agrees to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor during the term of this contract. Successful bidders must include in all subcontracts the requirement that subcontractors performing work or providing goods and services utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. The successful bidder further agrees to maintain records of its participation and compliance and its subcontractor's participation and compliance with the provisions of the E-Verify program, and to make such records available to JAXPORT upon request. Failure to comply with this requirement will be considered a material breach of the contract.

19. SMALL AND EMERGING BUSINESS (SEB) PARTICIPATION GOAL 0%.

The Authority has determined that the SEB participation is **Zero (0%)** percent JSEB/MBE/WBE for this project. SEB participation in the specified percentage must be met in order to satisfy this requirement, or good faith efforts submitted to demonstrate why the goal could not be achieved, in accordance with ARTICLE V, Section 5.10.

Contractors will take all necessary affirmative steps to ensure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

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- Small Business Firms – Designated by the Small Business Administration.
- Minority Business Firms – 51% Minority Owner/Operated.
- Women’s Business Enterprises – Small business that is at least 51% owned by a woman or women.
- Labor Surplus Area Firms – Firms geographically located in distressed labor surplus areas designated by the Secretary of Labor

Contractors shall ensure the following actions are taken in dealing with the above listed firms:

1. Placement on Bidders List;
2. Ensuring that solicitations are mailed
3. Allocating requirements into smaller amounts, when feasible, to permit maximum participation;
4. Establishing delivery requirements, when feasible, for compatibility with capability of the above-listed firms;
5. Using the services of the Small Business Administration, and
6. When subcontracts are considered, the Contractors will take these steps (1-5) for subcontracts.

20. PUBLIC RECORDS

In accordance with Section 119.0701, Florida Statutes, the Contractor shall:

- (a) Keep and maintain public records required by JAXPORT to perform the services; and
- (b) Upon request from JAXPORT’s custodian of public records, provide JAXPORT with a copy of the requested records or allow records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, or as otherwise provided by law; and
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of this Contract if Contractor does not transfer the records to JAXPORT; and
- (d) Upon completion of this Contract, transfer to JAXPORT at no cost all public records in possession of Contractor or keep and maintain public records required by JAXPORT to perform the service. If Contractor transfers all public records to JAXPORT upon completion of this Contract,

SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

BIMT POND 8 CMAC RETROFIT

Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to JAXPORT upon request from JAXPORT's custodian of public records in a format that is compatible with JAXPORT's information technology systems.

The above requirements apply to a "Contractor" as defined in Section, 119.0701, Florida Statutes.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, IT IS THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT. CONTACT JAXPORT'S CUSTODIAN OF PUBLIC RECORDS AT (904) 357-3091 public.records@jaxport.com; JACKSONVILLE PORT AUTHORITY, PUBLIC RECORDS REQUEST, 2831 TALLEYRAND AVENUE, JACKSONVILLE, FLORIDA 32206.

21. SECURITY IMPLEMENTATION PROCEDURE

JAXPORT's rigid security standards include the Federal Transportation Worker Identification Credential (TWIC) program, which is administered by the Transportation Security Administration. The TWIC is required for unescorted access to all JAXPORT terminals. It is your responsibility as the Prime Contractor to ensure that all of your employees and sub-contract personnel working for your company have been properly screened and credentialed with the TWIC, and the JAXPORT Business Purpose Credential.

Transportation Worker Identification Credential (TWIC)

The TWIC is required for all Prime Contractor/Sub-Contractor employees working on the job site for this Contract. This credential is for all personnel requiring unescorted access to secure-restricted areas of Maritime Transportation Security Act (MTSA)-regulated facilities. TSA will issue a tamper-resistant "Smart Card" containing the person's biometric (fingerprint template) to allow for a positive link between the card and the individual.

The fee for obtaining each TWIC® is \$125.25, and the credential is valid for five years. The pre-enrollment process can be initiated online at <https://universalenroll.dhs.gov/> or at an IdentoGo TSA's Universal Enrollment Service Center.

TWIC: Universal Enrollment Centers

The Jacksonville Universal Enrollment Center is located at: 2121 Corporate Square Blvd.

SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

BIMT POND 8 CMAC RETROFIT

Building A, Suite 165, Jacksonville, FL 32216. The office hours are Monday-Friday: 09:00 AM –11:00AM / 12:00PM- 6:00 PM, For general information you can call the TWIC Call Center at 1-855-347-8371, Monday-Friday, 8 a.m. to 10 p.m. Eastern Time.

JAXPORT Business Purpose Credential

In addition to the TWIC, JAXPORT requires a JAXPORT Business Purpose Credential to be issued and registered at JAXPORT's Access Control Center located at the 9620 Dave Rawls Blvd. Jacksonville Fl. 32226 (Brick Building next to the Main Gate concourse). Hours of operation are Monday-Friday 7:30AM-4:30PM. The JAXPORT Business Purpose Credential is issued at no cost but expires at the end of the contract provisions.

The JAXPORT prime contractor is responsible for sponsoring all sub-contractors for the JAXPORT Business Purpose Credential.

Federal Training Requirement: (33CFR 105.215) Maritime Security Awareness Training

JAXPORT is a federally regulated facility under the Maritime Transportation Security Act of 2002 (MTSA) as codified under the US Code of Federal Regulation 33 CFR Chapter 1, Subchapter H Part 105.

33 CFR 105.215-Security training for all other facility personnel. All other facility personnel, including contractors, whether part-time, full-time, temporary, or permanent, must have knowledge of Maritime security measures and relevant aspects of the TWIC program, through training or equivalent job experience.

To meet the requirements of 33 CFR 105.215; the Prime Contractor/Sub-Contractor employees and all support personnel: Engineers, Suppliers, Truck Drivers, Laborers, Delivery persons etc. (NO EXCEPTIONS) are required to attend JAXPORT's Maritime Security Training given every Wednesday (10am, 2pm & 5pm) at JAXPORT's Access Control Building. Contact the JAXPORT Access Control Center to arrange for the training. JAXPORT will work with Contractors to conduct timely Maritime Security Training classes for larger groups.

All Prime Contractor/Sub-Contractor employees working on the job site for JAXPORT are required to attend JAXPORT's 33 CFR 105.215 (Security/Safety Training for All Other Facility Personnel) class at a cost of \$35.00 per person. Arraignments can be made by calling JAXPORT Access Control Phone# (904) 357-3344.

TWIC Escort Provisions

To ensure contractors can begin work after they receive a Notice to Proceed, JAXPORT will allow prime contractors to have dedicated employee TWIC Escort(s) to handle those contractor employees who have not yet received their TWIC. Escorted employees must

SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

BIMT POND 8 CMAC RETROFIT

have a TWIC receipt validated by Access Control to receive a temporary JAXPORT Business Purpose credential.

Contractor deliveries from -TWIC vendors may be escorted by JAXPORT approved Prime Contractor escorts. The prime contractor will be required to submit a request for TWIC Escort privileges to accesscontrol@jaxport.com . Once approved, the contractor's employee(s) will attend a JAXPORT provided MTSA TWIC Escort Class in addition to the standard MTSA 33 CFR 105.215 Security Class at a combined cost of \$55.00. **These authorized individual(s) must have no collateral duties that will separate the escort from the escorted visitor while serving as escort.** Note - Limitations to the number of TWIC Escort authorizations will be set by the JAXPORT Public Safety Department.

Truck drivers, vendors, labor may not conduct escorts.

A Contractor authorized by JAXPORT to conduct an escort of a non-TWIC holder in a restricted area must have:

- Successfully completed MTSA 33 CFR 105.215 Security/ Escort Class at \$55.00
- Have a valid TWIC on their person
- Have an approved JAXPORT TWIC ESCORT credential on their person
- Have a tamper-resistant laminated government issued photo identification card on their person.

TWIC Escorts must complete the JAXPORT TWIC Escort Form daily before getting to the access gate. The form will be kept on file at the JAXPORT Security Operations Center (SOC).

The Prime Contractor assumes full liability for the escorted person(s) while on JAXPORT property. The person under escort must have a continuous side by side escort in a secure-restricted area. Federally (USCG / TSA) imposed fines and or consequential damages resulting from a failed TWIC Escort by the Prime or Sub-contractor will be the responsibility of the JAXPORT Prime Contractor regardless of whether it is a direct employee.

Federal regulation definition: 33.CFR 101.105

Escorting means: ensuring that the escorted individual is continuously accompanied while within a secure area in a manner sufficient to observe whether the escorted individual is engaged in activities other than those for which escorted access was granted. This may be accomplished via having side-by-side companion or monitoring, depending upon where the escorted individual will be granted access. Individuals without TWIC may not enter restricted areas without having an individual who holds a TWIC as a side-by-side companion.

JAXPORT TWIC ESCORTS

SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

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JAXPORT may provide TWIC escorts at Tariff rate with advanced notice (Minimum 24 hours).

After review of the Contractors operation; JAXPORT will decide the number of escorts required to meet the federal regulation ratios of TWIC escort per non-TWIC worker. This will be based on operational requirements.

JAXPORT TWIC Escort Tariff Fees are published in JAXPORT's Tariff Schedule. Current rates are: **Mon.-Fri. 7:00 a.m. until 6:00 p.m.** Subject to two hour minimum \$125.00 first two hours; \$125.00 each additional two-hour block thereafter.

After 6:00 p.m. until 7:00 a.m. weekends, holidays Subject to two hours minimum \$250.00; \$125.00 each additional two-hour block thereafter.

Examples:

1. One TWIC Escort for an 8-hour day is \$501.00 (= 4 TWIC Credentials)
2. One TWIC Escort for 1 5-day work week is \$2505.00 (= 20 TWIC Credentials)

NOTE:

- All persons entering JAXPORT under TWIC Escort are required to have a tamper-resistant laminated government issued photo identification card on their person. The Identification Card must meet the USCG MTSA standards of 33 CFR 101.515. (State issued paper temporary drivers licenses are not acceptable identification).
- Any violations of the JAXPORT USCG approved Facility Security Plans will result in a Security Violation Hearing and be subject to temporary or permanent denial of access onto JAXPORT Terminals or ability to TWIC Escort.

Significant Designations on Terminals

- The terms "secure area" and "restricted area" do not mean the same thing. A **secure area** is defined as "the area over which an owner/operator has implemented security measures for access control." A **restricted area** is defined as "the infrastructure or locations identified in an area, vessel or facility security assessment or by the operator that require limited access and a higher degree of security protection."
- Entry through the main gates at Blount Island Terminal (BIT) constitutes entry into a secure area; tenant-controlled properties are designated as restricted areas per their individual FSPs.
- Entry into the main gates at Talleyrand Marine Terminal (TMT) and Mitsui/TraPac (MOL) Terminal constitutes entry into a restricted area.
- Entry into the cruise terminal provisions gate, crew gate or terminal doors constitutes entry into a restricted area.

Escorts

SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

BIMT POND 8 CMAC RETROFIT

Truck drivers, vendors, labor may not conduct escorts. The only exception will be given to the ILA President, Vice President and Business Agent when escorting for purposes other than labor.

Truck Drivers: Truck drivers at the gate with no TWIC and/or no escort into a restricted area, will be turned around and will be assisted by security traffic control to safely park until such time as the escort arrives. Truck drivers are responsible for making contact with their approved escort; JAXPORT security is not responsible for arranging or providing escorts. Escort must assume written custody of the driver. For cargo trucks, escorts may be in a vehicle providing the escort is able to visually observe the escorted at all times. This policy DOES NOT apply to POVs.

Contractors: Contractors without a JAXPORT badge and TWIC to access the port will be under escort as defined in this policy.

Contract Security (performing security duties): Must have a JAXPORT credential and a TWIC badge and may not be escorted.

Hired Escorts: Hired escorts would be commercial companies providing escort services for tenants in restricted areas; they must be sponsored by a tenant and may be vetted and approved with additional training and an administrative fee.

Vendors: Vendors without a TWIC will be turned away unless they have a dedicated & approved TWIC escort.

Visitors: According to Florida State Law, visitors without JAXPORT credentials may only visit five times in a 90-day period; this policy will remain in effect. Visitors should be vetted at least 24-hours in advance and await escort at the gate where they are seeking access. **A person with a TWIC badge, but without a JAXPORT credential will be treated as a "5/90" visitor.**

Vessel Crewmembers: When a vessel visits a JAXPORT terminal, the vessel's crew commonly needs to work in the immediate vicinity of their vessel (handling lines, taking draft readings, etc.). Some vessel crew may not have a TWIC, or they may not be U.S. Merchant Mariners. Although the dock, pier, or platform the vessel is moored to, is defined as a restricted area. There is no requirement to escort any of the vessel crewmembers that do not have a TWIC while they work alongside their vessel. **The area of dock directly adjacent to the vessel and extending in shore 18 feet from the vessel shall be designated the Crewmember Confinement Area (CCA).**

Vessel crewmembers may be escorted by approved escorts provided they complete the *TWIC Escort form* and escort under no more than a 1 to 5 ratio (excluding labor, contractors, and vendors). Prior to and upon completion of the escort, they are to contact the JAXPORT SOC at 904.357.3360.

Vessels, in coordination with the calling facility, shall ensure all crewmembers do not access Restricted Areas without approved escort. Any crewmember found outside the Crew Confinement Area (CCA) without a TWIC or approved escort may

SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

BIMT POND 8 CMAC RETROFIT

be considered a security breach under the JAXPORT FSP.

Seamen Center workers, ship's agents, etc who may pickup crewmembers outside the CCA must have TWIC Escort forms on hand and deliver them to the nearest facility gate once completed.

New Hire Provision: If a new hire moves from a secured to a restricted access area, they require side-by-side escort by a TWIC holder at all times. If an individual is a newly hired vessel or facility employee who has applied for but not yet received a TWIC, the owner/operator may grant the individual accompanied access to secure areas of the vessel or facility. This accompanied access may be granted for a period of up to 30 consecutive calendar days from the date of TWIC enrollment, after notification through Homeport that the individual has passed the name-based check. Accompanied access may be extended for an additional 30 days by the local COTP if TSA has not yet issued the new hire's TWIC.

Company/tenant/operator is responsible for reporting and verifying new hires via Homeport.

This provision *may not* be used to grant temporary accompanied access to an individual being hired as a CSO, VSO, or FSO or any individual being hired to perform security as a primary duty.

Rail Access

Rail Access: It is the Coast Guard's position that, due to the unique aspects of railroad operations that can impact security at MTSA facilities, all railroad crew servicing secure areas of a MTSA facility should possess a TWIC. The following applies at:

Blount Island Marine Terminal: CSX will contact JAXPORT SOC via e-mail in advance of train arrival on BIMT to report crew TWIC status; if a crewmember does not possess a TWIC, JAXPORT contract security will provide escort. At no time will JAXPORT contract security personnel board trains or cross train tracks.

Talleyrand Marine Terminal: All Railroad personnel entering TMT must be in possession of a TWIC.

Any violation of the JAXPORT TWIC rail policy will be treated as a security breach under the JAXPORT FSP.

Additional Comments:

The following standards must be met for escorting in the restricted areas of JAXPORT:

1. Escorts must have in their possession a valid TWIC and a permanent JAXPORT credential.
2. Visitors must have a verified reason to enter the restricted area.

SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

BIMT POND 8 CMAC RETROFIT

3. Side by side escort requirement must be continual and uninterrupted.
4. The person escorting must be able to immediately contact JAXPORT Security Operations Center at (904.357.3360), as indicated on TWIC Escort Form.
5. JAXPORT Security must be notified if the side by side escort has been compromised or the non TWIC holder engages in unlawful or suspicious activity.
6. Non TWIC holders will not be allowed to occupy a privately-owned vehicle (POV) without a JAXPORT authorized escort.
7. TWIC Escort Form indicates Facility and FSO responsible for the action of the escorted & employees.

TWIC Helpdesk: 1-866-347-8942

How to Submit Your Bid Response in E-Builder

After reviewing the bid package invitation, use the Response Form tab to submit your bid response.

To submit your proposal:

1. Access the bid package.
2. Click the **Response Form** tab.
3. On the **Step 1: Bid Form** tab, enter your pricing on the bid form line items.
Ensure that you provide pricing at the level of detail required by the bid manager (if applicable). Some line items may be lump sum, and others may require quantities and unit prices.
 - If there are areas that do not pertain to your trade, enter a zero (0) value in that line.
 - The Summary box at the top of the page maintains a running total of your entries for reference.
4. Click  (Save). Ensure that your work is saved periodically.
5. *Optional:* To export the bid items to a spreadsheet that you can customize or that you can share with your team, click  (Download). After updating the spreadsheet, click  (Upload) to re-import it.
6. On the **STEP 2: Response Documents** tab, click **Attach Documents**, and upload any supporting document needed to support your bid.
7. On the **STEP 3: Additional Required Info** tab, complete any additional questions or qualification statements that have been established by the bid manager. If any addenda have been issued, you are required to acknowledge receipt of the addenda on this page before submitting your bid.
8. Review the entire Response Form and click **Submit**.
9. When prompted, enter your e-Builder portal password and click **Submit Bid**.

The date and time that you submitted your bid is stamped on your Response Form. You will also receive an email confirmation.

Recall your Bid Response *(only if necessary)*

If you failed to submit all documents or see an error on a page **after submitting** your bid, you can make changes to your bid before the due date/time without any interaction from the bid manager. The bid manager has no record of your bid response until you click Submit again.

To recall your bid response

1. On the **Response Form** tab, click **Recall Bid**.
2. Optionally provide a reason for your recall and then click **Yes, I am sure**.
Your previous submission information is displayed on the Response Form tab.
3. Click **Submit** to resubmit your bid prior to the bid due date/time.

Additional Notes

- *After the bid due date/time has passed, the Submit button will be disabled. It is critical that you complete the entire process prior to the cut-off time. The system will not permit you to submit your proposal or bid after the deadline regardless of where you are in the process. As stated, the Submit button is systematically disabled promptly at the deadline and JAXPORT is unable to see anything you have uploaded prior to the bid due date/time. No late submissions will be permitted or accepted. Please plan accordingly.*
- If the bid manager adds or changes a bid item, or publishes an addendum, your bid will be set back to a Draft status. You will receive an email notification and will be required to reconfirm your bid and resubmit.
- When you need to step away from entering the quote, click  (Save). It is recommended that you save every 15 minutes. This will ensure that your changes are saved.
- If there are areas that do not pertain to your trade, enter a zero (0) value in that line item.
- If you have your qualifications in Word® or another program, copy and paste them into the qualifications.
- It is required that you acknowledge all the addenda, even if they do not pertain to your trade.
- It is recommended that you submit your quote at least 60 minutes before the due time so that you can rectify any errors. To submit the proposal, you must complete all the fields and acknowledge the addenda items.
- Failure to submit all information requested will result in a proposal or bid being considered “non-responsive,” and therefore will be rejected.

BIDDERS MINIMUM REQUIREMENTS

BIMT POND 8 CMAC RETROFIT

DATE: _____

Name of Bidder: _____

Address: _____

The following information is required in connection with your bid under Contract No. **MC-1859B.**

1. Bidder is to furnish a complete set of your company's most recent audited financial statements. If no audited financial statements exist, provide firms most recent balance sheet, income statement, and statement of cash flows prepared internally, approved and attested to by your company president or chief executive officer. If the financial statements are more than 180 days old, the firm shall include evidence signed by an officer of the firm as to current financial condition in relation to the most recent reporting period.
2. Bidder is to furnish names and addresses of banks with which your firm maintains accounts, their telephone numbers and persons to contact.

3. Bidder is to list all of your current construction contracts.

Owner, Address, Phone #, Contact Name and Email	Work, Scope and Location	Contract Value	Prime Y/N	Percent Complete

BIDDERS MINIMUM REQUIREMENTS

BIMT POND 8 CMAC RETROFIT

4. Are you prepared to accomplish the work in accordance with the project time frame specified on page SC-2 as ninety (90) days?

5. Bidder is to list names and addresses of principal trade creditors (principal is defined to mean banks, suppliers, vendors, etc.).

6. Bidder is to list a minimum of five (5) projects similar in nature to the scope of work of this project over the past ten (10) years, previously performed as the primary contractor, and date completed. The owners listed may be contacted for reference checks.

Owner, Address, Phone #, Contact Name and Email	Scope of Work	Date Started & Completed	Prime Y/N	Contract Value

7. Bidder is to list gross receipts from construction contracts during last five (5) years.

BIDDERS MINIMUM REQUIREMENTS

BIMT POND 8 CMAC RETROFIT

Year	Gross Receipts From Construction Contracts	Average Annual Volume: \$
		Est. Annual Capacity: \$
	\$	Largest Job in 5 Years:
	\$	
	\$	
	\$	
	\$	Description:

8. Bidder is to list officials and key employees who will be engaged on work.

Name	Address	Position

9. In compliance with the General Conditions, Section II: Bidders must provide the names and resumes of the management team (Project Manager and Project Superintendent) proposed to be assigned to the work at all times during the project with full authority to act for you as required by the General Conditions.

Project Manager: _____

Project Superintendent: _____

BIDDERS MINIMUM REQUIREMENTS

BIMT POND 8 CMAC RETROFIT

10. Bidder is to list major equipment to be employed on contract.

Equipment Type, Capacity and Manufacturer	Age	Condition	Location

11. Bidder is to provide the number of E-Builder licenses and duration needed for completion of the contract.

of licenses _____ Duration of licenses _____

12. By execution below your firm acknowledges that it has reviewed the agreement and shall execute the JAXPORT agreement form without exception or qualification.

Failure to furnish aforementioned information with the bid package may cause the bid to be non-responsive. Failure to assign the aforementioned management team to the project is a material breach of the contract that may result in termination of the contract in accordance with the General Conditions.

BIDDER (Company Name): _____

By (Signature): _____

Typed Name: _____

Title: _____

Date: _____

CONFLICT OF INTEREST CERTIFICATE

EXHIBIT B

JAXPORT Contract No.: MC-1859B

Bidder must execute either Section I or Sections II and III, hereunder, as required by Chapter 112 of the Florida Statutes. Failure to execute either Section I or Section II and Section III may result in the rejection of this bid/proposal.

SECTION I

I hereby certify that no public officer or employee of JAXPORT has a material financial interest or any business entity of which the officer, director or employee of the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the official's, director's or employee's spouse or child, or any combination of them, has a material interest in this contract.

"Material Interest" means direct or indirect ownership of more than 10 percent of the total assets or capital stock of any business entity.

Signature

Company Name

Name of Official (type or print)

Business Address

City and State

Zip Code

CONFLICT OF INTEREST CERTIFICATE

EXHIBIT B

JAXPORT Contract No.: MC-1859B

SECTION II

I hereby certify that the following named public official(s) and/or JAXPORT employee(s) having material financial interest(s) (in excess of 10%) in this company have each filed Section III (Public Official Disclosure) with JAXPORT, Office of the Chief Executive Officer, 2831 Talleyrand Avenue, Jacksonville, Florida 32206-0005 prior to the time of bid opening.

Name	Title or Position	Date of PUBLIC OFFICIAL DISCLOSURE Filing

Signature

Company Name

Name of Official (type or print)

Business Address

City and State

Zip Code

CONFLICT OF INTEREST CERTIFICATE

EXHIBIT B

JAXPORT Contract No.: MC-1859B

SECTION III (Public Official Disclosure)

JAXPORT requires that a public official who has a financial interest in a bid or contract make a disclosure at the time that the bid or contract is submitted or at the time that the public official acquires a financial interest in the bid or contract. Please provide disclosure, if applicable, with bid.

Public Official Signature:_____

Public Official Name:_____

Public Position Held:_____

Position or Relationship with Bidder:_____

Date:_____

BID FORM
JAXPORT PROJECT NO.: B2023.11
JAXPORT CONTRACT NO.: MC-1859B
BIMT POND 8 CMAC RETROFIT
BLOUNT ISLAND MARINE TERMINAL

BIDDER'S NAME: _____

The undersigned hereby proposes to furnish all materials, equipment, labor, and supervision for the above identified project, in accordance with the specifications and drawings for Contract No. **MC-1859B**, at the following price:

Scope of Work: Furnish all labor, materials, equipment, incidentals, testing and supervision necessary to modify (CMAC retrofit) Pond # 8, as specified herein and in the project drawings and specifications. Pond 8 is located at JAXPORT's Blount Island Marine Terminal (Intermodal Dr and Dave Rawls Blvd).

A. BASE BID LUMP SUM ITEMS		
Item Number	Description	Total Item Amount
	Construction works:	
1	Mobilization (60%) / Demobilization (40%)	\$
2	Pond Dewatering	\$
3	All material, labor, equipment, etc. to fill (concrete/grout) six (6) existing weirs	\$
4	All material, labor, equipment, etc. to install new Sluice Gate with all components as specified in drawings/specs (core, gate, electric operator, stone bed, 12" T-Orifice removal, etc.)	\$
5	All material, labor, equipment, etc. to install new CMAC ("Opti") Control Panel as specified in drawings/specs (foundation, pole, conduits, cables/wiring, cabinets/boxes/enclosures for CMAC Control panel and forsolar battery system, solar panels, battery, cellular antenna, etc.)	\$
6	All material, labor, equipment, etc. to install new wall mounted Water Level Sensor as specified in drawings/specs (conduits, cables/wiring, PVC pole/post, sensor, etc.)	\$
7	All material, labor, equipment, etc. to install new Rain Gauge as specified in drawings/specs (pole, foundation, conduits, cables/wiring, rain gauge, etc.)	\$
8	All material, labor, equipment, etc. to provide General Requirements (Erosion Control, Sedimentation Control, Turbidity Monitoring, As-built drawings/survey, Restoration of all disturbed areas, etc.)	\$
	Water Quality Monitoring & O&M works:	
9	Prepare and submit to SJRWMD Water Quality Monitoring Plan (see SOW and SJRWMD Permit for details)	\$
10	Perform monitoring (per submitted/approved Water Quality Monitoring Plan - item 9 above), prepare reports and submit reports to SJRWMD Water Quality Monitoring Plan (see SOW and SJRWMD Permit for details)	\$
11	Perform first bi-annual inspection of stormwater management system; perform inspection, operation and routine maintenance of all components of the CMAC system for two years (see SOW and SJRWMD Permit for details)	\$
		\$
A. TOTAL BID AMOUNT (ITEMS 1 - 11)		\$

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

Basis of Award: The Authority reserves the right to award this contract to the bidder whose price is the lowest based on Total Bid Amount (Line A Items 1-11), subject to the availability of appropriated funds.

BID FORM
JAXPORT PROJECT NO.: B2023.11
JAXPORT CONTRACT NO.: MC-1859B
BIMT POND 8 CMAC RETROFIT
BLOUNT ISLAND MARINE TERMINAL

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

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

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

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

Addendum No. 1, Dated: _____ Initials: _____

Addendum No. 2, Dated: _____ Initials: _____

Addendum No. 3, Dated: _____ Initials: _____

Addendum No. 4, Dated: _____ Initials: _____

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

Name of Contractor

AUTHENTICATION (see "Supplemental Instructions to Bidders")

Firm

Business Address	City	State	Zip Code
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Mailing Address, if different from above

BID FORM
JAXPORT PROJECT NO.: B2023.11
JAXPORT CONTRACT NO.: MC-1859B
BIMT POND 8 CMAC RETROFIT
BLOUNT ISLAND MARINE TERMINAL

Authorized Signature

Date Executed

Typed Name

Title

Telephone Number

Facsimile Number

Company Federal Tax I.D. No.

Company's Business License No.

BID BOND FORM
JAXPORT PROJECT NO.: B2023.11
JAXPORT CONTRACT NO.: MC-1859B
BIMT POND 8 CMAC RETROFIT
BLOUNT ISLAND MARINE TERMINAL

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,
_____ as
Principal and _____ as
Surety, are hereby held and firmly bound unto JAXPORT, in the sum of
_____ dollars (\$_____) as liquidated damages for payment
of which, well and truly to be made, we hereby jointly and severally bind ourselves, our
heirs, executors, administrators, successors and assigns.

The Conditions of the above obligation are such that whereas the Principal has
submitted to JAXPORT, a certain Proposal attached hereto and hereby made part
hereof, to enter into a Contract Agreement in writing, for construction of

_____.

NOW THEREFORE,

- (a) If said Proposal shall be rejected or withdrawn as provided in the
Instructions to Bidders attached hereto or, in the alternative,
- (b) If said Proposal shall be accepted and the Principal shall sign and deliver a
formal contract document in the form of the Contract Agreement attached
hereto (properly completed in accordance with said Proposal) and shall
furnish the specified Bonds required by Section V of the Contract
Documents in the amount equal to one hundred percent (100%) of the
base bid within ten (10) consecutive days after the receipt of said
contract,

thence this obligation shall be void, otherwise, it shall remain in force and effect; it
being expressly understood and agreed that the liability of the Surety for any and all
claims hereunder in no event shall exceed the amount of this obligation as herein
stated.

The Surety, for value received, hereby stipulates and agrees that the obligations
of said Surety and its bond shall be in no way impaired or affected by an extension of

BID BOND FORM
JAXPORT PROJECT NO.: B2023.11
JAXPORT CONTRACT NO.: MC-1859B
BIMT POND 8 CMAC RETROFIT
BLOUNT ISLAND MARINE TERMINAL

the time within which such Proposal may be accepted, and said Surety does hereby waive notice of any extension.

The sum herein stated shall be due and payable to JAXPORT, and the "Surety" herein agrees to pay said sum immediately upon demand of said JAXPORT in good and lawful money of United States of America; as liquidated damages for failure thereof of said "Principal".

IN WITNESS WHEREOF, the said _____,
by means of physical presence or online notarization and as "Principal" herein, has caused these presents to be signed in its name by its _____ and attested by its _____ under its corporate seal, and the said _____ as "Surety" herein, has caused these presents to be signed in its name by its _____ and attested by its _____ under its corporate seal, this _____ Day of _____ A.D., 20____.

AS PRINCIPAL (SEAL)

ATTEST:

Its _____

**Signed, Sealed and Delivered
In the presence of:**

Its _____

By _____
AS SURETY

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A),

FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to JAXPORT
by _____
(print individual's name and title)
for _____
(print name of entity submitting sworn statement)
whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing
this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A),

FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Indicate which statement applies.)**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent of July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

(date)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, by means of physical presence or online notarization _____ who, after
(name of individual signing)
first being sworn by me, affixed his/her signature in the space provided above on this ____ day
of _____, 20____.

NOTARY PUBLIC

My commission expires:

CONTRACTOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Respondent Contractor Name: _____

Contractor FEIN: _____

Contractor's Authorized Representative Name and Title:

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Section 287.135 of the Florida Statutes prohibits agencies from contracting with a company on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, lists created pursuant to section 215.473, Florida Statutes, for goods or services over \$1,000,000.

As the person authorized to sign on behalf of Respondent, I hereby certify that this company, listed above by "Respondent Contractor Name," complies fully with the law and is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs.

So Certified:

Authorized Representative's Signature _____

Date Signed: _____

ACKNOWLEDGEMENT AND ACCEPTANCE OF E-VERIFY COMPLIANCE

E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION

In accordance with the Governor of Florida, Executive Order Number 11-02 (Verification of Employment Status), whereas, Federal law requires employers to employ only individuals eligible to work in the United States; and whereas, the Department of Homeland Security's E-Verify system allows employers to quickly verify in an efficient and cost effective manner;

The Contractor agrees to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the contract. Contractors must include in all subcontracts the requirement that all subcontractors performing work or providing goods and services utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. The Contractor further agrees to maintain records of its participation and compliance and its subcontractor's participation and compliance with the provisions of the E-Verify program, and to make such records available to JAXPORT upon request. Failure to comply with this requirement will be considered a material breach of the contract.

By signing below, I acknowledge that I have reviewed, accept and will comply with the regulations pertaining to the E-Verify program.

Company Name

Name of Official (Please Print)

Signature of Principal

Title:

Date

JACKSONVILLE PORT AUTHORITY

JPA FPN #: B2023.11

CONTRACT RELATED DOCUMENTS

FOR

BIMT POND 8 CMAC RETROFIT

Contract No.: MC-1859B

BLOUNT ISLAND MARINE TERMINAL

CONTRACT RELATED DOCUMENTS

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GENERAL CONDITIONS

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GENERAL CONDITIONS

SECTION I.: PRELIMINARY MATTERS

1. Definitions

- a. Owner: The Owner is JAXPORT or its designee authorized in writing. The words "Owner", "JAXPORT", "JPA" and "Authority" shall mean the same and are used interchangeably.

Owner Representative/Project Manager: The Owner will designate an individual or firm to be Project Manager for all work to be accomplished under the contract. All instructions and correspondence to the Contractor will be issued by the Project Manager and all requests, invoicing, and correspondence from the Contractor will be directed to the Project Manager. The Project Manager will interpret the terms and conditions of the contract and be the judge of the performance of the Contractor on behalf of the Owner.

All correspondence relating to the contract shall be addressed to:

Jose Vazquez, Director, Project Management
JAXPORT
ENGINEERING SERVICES
POST OFFICE BOX 3005
JACKSONVILLE, FL 32206-0005

- b. Inspector: The Project Manager may appoint such Inspectors as he desires. They shall be authorized to inspect all work done, and materials furnished. They shall be authorized to call to the attention of Contractor personnel any failure of the Work or materials to conform to the specifications and contract. They shall have the authority to reject nonconforming materials and workman-ship, and construction methods or procedures which produce substandard results and to take appropriate action to avoid any dangerous or unsafe conditions. The presence of the Inspector shall in no way relieve the responsibility of the Contractor to comply with and perform all of the obligations specified in the contract documents. The Inspectors shall not be authorized to approve, direct, or establish any methods or procedures used by the Contractor in constructing the project. The Inspector is not authorized to approve any deviation from the contract documents nor any substitutions of materials or equipment.
- c. Approval: Where utilized in this contract, "approval" shall constitute a review by the Owner only to satisfy itself as to the general conformance of the subject as to the intent of the contract. Approval by the Owner does not indicate any responsibility of the Owner towards the design, materials, substitutions, dimensions, fit, function, strength, finish or any other quantity, capacity, or quality of the subject at hand. Approval by the Owner shall not relieve the Contractor from its responsibility for full compliance with the contract requirements, at his sole expense.

SECTION I.: PRELIMINARY MATTERS (... Continued)

- d. **Work:** Where used in these contract documents, the word "Work" shall include all actions, materials, tools, equipment and all appliances, machinery, appurtenances and engineering (when specified), and labor necessary to perform and complete the contract, and such additional items not specifically indicated or described which can be reasonably inferred as belonging to the scope and intent of the contract. The terms "Work" and "Project" shall mean the same and may be used interchangeably.
- e. **Consultant:** Where utilized by the Owner, the consulting firm or firms engaged by the Owner to provide professional services in conjunction with the planning, design, and construction of the Project will interpret the technical specifications and drawings, and will render judgments and decisions on matters of a technical nature as pertains to design and construction of the Project. The terms "Architect," "Architect/Engineer," "A/E," and "Engineer" shall all be construed to refer to the Consultant(s).
- f. **Contractor:** The individual, firm, company or corporation contracting with JAXPORT for performance of Work and/or furnishing of materials for construction of the Project is defined in the contract documents.
- g. **Certificate of Substantial Completion:** A written document representing a mutually agreed upon status of the progress of the Work as described in the contract documents, or a specified part thereof, between the Owner, the Contractor, and the Consultant whereby the Work is sufficiently complete and can be utilized for its intended purpose/ occupancy by the Owner without unreasonable inconvenience. The Owner reserves the right to make the final decision as to the status of the Work in reference to this definition.

2. Contract Documents

- a. **General:** The contract documents shall consist of the bidding documents, contract forms, conditions of the General Conditions, specifications, drawings, all addenda issued prior to the execution of the Agreement, the approved Project construction schedule(s), all amendments, change orders, and Engineer's response to Contractor's "Request for Information (RFI)" of the contract documents relating to construction issued by the Owner's representative. These form the contract, and what is required by any one shall be binding as if required by all. The intention of the contract documents is to include all labor, materials, equipment and other items necessary for the proper execution and completion of the Work so as to result in a fully operational and functional product. Any work, labor, equipment and materials that may reasonably be inferred from the specifications or drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for in the contract documents. The contract Agreement shall be signed in duplicate by the Owner and the Contractor, unless otherwise stated.
- b. **Governing Law:** The terms and conditions of this contract will be governed by the laws of the State of Florida, and venue for any action shall be in Jacksonville, Florida.

SECTION I.: PRELIMINARY MATTERS (... Continued)

- c. Conflicts and Discrepancies: The Contractor shall take no advantage of any error or omission which he might discover in the plans or specifications but shall, within 5 working days, notify the Owner of such discovery, who will then make such corrections and interpretations as it deems necessary for reflecting the actual spirit and intent of the plans and specifications. Failure to make notice within 5 days to Owner by the Contractor will result in work performed at Contractor's own risk and Owner will have no liability for any claim resulting therefore.

The Owner, after receipt of written notice by the Contractor in resolving conflicts, errors, and discrepancies between the various contract documents generally, will give precedence in the following order:

- Approved Change Orders
- Addenda issued prior to receipt of bids
- The executed Agreement Form
- Owner's response to Contractor's Request for Information (Form RFI)
- Supplemental Instructions to Bidders
- Special Conditions of the specifications
- General Conditions of the specifications
- Technical specifications
- Drawings
- Other documents as listed on the Agreement between Owner and Contractor, Form FA
- Bid

Figure dimensions on drawings shall govern over scale dimensions, and detailed drawings shall govern over general drawings.

3. Subcontracting or Assigning of Contract

- a. The Contractor shall not subcontract more than 25 percent of the total value of jobsite Work, exclusive of the cost of all installed materials and equipment, without the prior written approval of the Owner. Qualifications of subcontractors may be required in the same manner as provided for the Contractor elsewhere in this contract (see "Instructions to Bidders").
- b. The Contractor agrees that it shall not subcontract, assign, delegate, or otherwise dispose of the contract, the duties to be performed under the contract, or the monies to become due under the contract without the Owner's prior written consent.
- c. Contracts between the Contractor and subcontractors or suppliers shall be in accordance with the terms of this agreement as applicable.
- d. Subcontracted work volume may reflect the JSEB Participation goals described in the "Instructions to Bidders".

SECTION I.: PRELIMINARY MATTERS (... Continued)

4. Separate Contracts

The Owner reserves the right to let other contractors perform work without conflict on the same or adjacent property. The Contractor shall cooperate and coordinate with any such other contractor(s).

5. Non-discrimination Provisions

The Contractor, upon execution of the Project agreement, certifies that it meets and agrees to the following provisions:

- a. The Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, marital status or disability nor will it discriminate in hiring nor fail to make reasonable accommodation for qualified handicapped employees.
- b. The Contractor agrees to comply with all applicable federal, state and local laws, including the Civil Rights Act 1964, as amended. The Equal Employment Opportunity Clause in Section 202, Paragraphs 1 through 7 of Executive Order 11246, as amended, relative to Equal Employment and the implementing rules and regulations of the Office of Federal Contract Compliance Programs are incorporated herein by specific reference. The Affirmative Action Clause in Section 503 of the Rehabilitation Act of 1973, as amended, relative to Equal Opportunity for the Disabled is incorporated herein by specific reference. The Affirmative Action Clause in 38 U.S.C. Section 2-12 of the Vietnam Veterans' Readjustment Assistance Act of 1974, relative to Equal Employment Opportunity for the special disabled veteran and veterans of the Vietnam era, is incorporated herein by specific reference.
- c. An entity or affiliate who has been placed on the State of Florida's discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

To view a current list, visit:
http://dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists
- d. The Contractor agrees that if any of the obligations of this contract are to be performed by a subcontractor, the provisions of this Section I.5 shall be incorporated into and become a part of the subcontract.

6. Wage and Employment Laws

- a. The Contractor shall observe and comply with Federal, State, and local laws

SECTION I.: PRELIMINARY MATTERS (... Continued)

relating to wages, rates of pay, and employment requirements, including applicable E.E.O. and Affirmative Action requirements.

- b. ARTICLE 1, SECTION 6, OF THE CONSTITUTION OF THE STATE OF FLORIDA RECOGNIZES THAT THE RIGHTS OF PERSONS TO WORK SHALL NOT BE DENIED ON ACCOUNT OF THE MEMBERSHIP OR NON-MEMBERSHIP IN ANY LABOR UNION OR LABOR ORGANIZATION.

7. Royalties and Patents

The Contractor shall pay all royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof.

8. Right to Audit

The Contractor agrees to provide JAXPORT or any of their authorized representative's access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. JAXPORT will also be afforded access to all of the Contractor's records, including but not limited to payroll records, training books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this Contract, and the Contractor will preserve all such records for (3) three years, or for such longer periods as may be required by law, after final payment.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor shall pay all royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof.

GENERAL CONDITIONS

SECTION II.: THE WORK

1. Contractor's Responsibility.

- a. Until substantial completion or final acceptance of the Work (whichever comes first) by the Owner, the Work shall be under the complete care, custody, and control of the Contractor. The Contractor shall assume all risks of loss during its period of custody.
- b. The Contractor shall supervise and direct the Work using its best skill, judgment, and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures, including implementation of the Contractor's Quality Control Program, the prudent exercise of all reasonable safety precautions, and for coordinating all portions of the Work under the contract to affect a timely completion, and resolving any delay or damages between itself and any other Contractor without involvement of the Owner.
- c. Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work.
- d. The Superintendent shall maintain one complete set of the contract documents including approved shop drawings on the jobsite at all times that Work is underway.
- e. The Contractor warrants to the Owner that all materials and equipment incorporated in the Work will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects, and in conformance with the contract documents. All Work not so conforming to these standards may be considered defective. In the event Work is rejected by the Project Manager, the Contractor shall correct, remove, and/or reconstruct such Work to conform to contract requirements at his sole expense including any testing or engineering costs necessitated thereby.
- f. The Contractor shall pay all sales, consumer use, and other similar taxes required by laws and secure all permits, fees, and licenses necessary for the execution of the Work.
- g. The Contractor shall promptly give all notices and comply with all laws, ordinances, permits, rules and regulations, order, and any public authority bearing on the performance of the Work, and shall notify the Owner if the drawings and specifications are at variance therewith, failure to do so shall result in Contractor's responsibility for any losses or damages associated with the work.
- h. The Contractor shall be responsible for the acts and omissions of all its employees, all subcontractors, suppliers, agents and employees and all other

SECTION II.: THE WORK (... Continued)

persons performing any of the Work under a contract with, or under the supervision of the Contractor.

- i. Contractor is required to record daily, the progress of the project and submit; daily progress reports to the OWNER including information on the subcontractor's work, and the percentage of completion.
- j. Contractor is required to and hereby agrees that it will exert every reasonable and diligent effort to assure that all labor employed by the Contractor and its sub-contractors for Work on the Project shall work in harmony with and be compatible with all other labor being used by building and construction contractors now or hereafter on the site of work covered by this contract.

Contractor further agrees that this requirement will be included in all subcontracts of the subcontractor as well as in the Contractor's own contract provided, however, that this provision shall not be interpreted or enforced so as to deny or abridge on account of membership or non-membership in any labor union or labor organization, the right of any person to work as guaranteed by Article I, Section 6 of the Florida Constitution.

- k. Submittal Procedures.

Contractor shall submit each shop drawing Submittal for review.

Preliminary Shop Drawing Data: Within 20 days after the Award of the Contract the Contractor shall submit to the Project Manager a complete listing of manufacturers for all items for which shop drawings are to be submitted.

Shop Drawing Submittal Schedule: Within 30 days after the Notice to Proceed, the Contractor shall submit to the Project Manager a complete schedule of shop drawing submittals fixing the respective dates for submission, the beginning of manufacture, testing, and installation of materials, supplies and equipment, noting those submittals critical to the progress schedule.

Submittal Log: Contractor shall provide an accurate updated log of submittals maintained by the Contractor and subject to review by JAXPORT at each scheduled progress meeting.

When reviewed by JAXPORT each of the shop drawings will be identified as having received such review, being so labeled and dated. Shop drawings labeled "REJECTED" will be returned to the Contractor for correction and re-submittal with the required correction indicated on the shop drawing or listed on a "Shop Drawing Review sheet".

If submitted drawings or schedules show a departure or variation from the Contract Requirements which are in the interest of JAXPORT and to be so minor as not to involve a change in Contract Price or time for performance, JAXPORT may return the reviewed drawings without noting an exception.

SECTION II.: THE WORK (... Continued)

Re-submittals will be handled in the same manner as first submittals. On re-submittals, the Contractor shall direct specific attention on the transmittal and on re-submitted shop drawings to revisions other than the corrections requested by the Project Manager on previous submissions. The Contractor shall make any corrections required by the Project Manager.

The Project Manager and JAXPORT'S Engineer of Record will review a Submittal/re-submittal a maximum of two (2) times after which the cost of review will be borne by the Contractor at JAXPORT'S Project Manager and Engineer of Record's standard hourly rate. No partial submittals will be reviewed. Submittals not complete will be returned to the Contractor, and will be considered "Rejected" until properly resubmitted.

Contractor shall submit a minimum of six (6) sets, plus additional sets as required by his Subcontractors, of each shop drawing Submittal for review.

If catalog sheets or prints of manufacturers' standard drawings are submitted as Shop Drawings, any additional information or changes on such drawings shall be typewritten or lettered in ink.

The minimum size for shop drawings shall be 11" X 17". Each shop drawing shall be clear, thoroughly detailed and shall have listed on it all Contract Documents references, drawing number(s), specification section number(s) and the shop drawing numbers of related work. Shop drawings must be complete in every detail, including location of the Work. Materials, gauges, methods of fastening and spacing of fastenings, connections with other work, cutting, fitting, drilling and any and all other necessary information per standard trade practices or as required for any specific purpose shall be shown.

Where professional calculations and/or certification of performance criteria of materials, systems, and or equipment are required, the Project Manager is entitled to rely upon the accuracy and completeness of such calculations and certifications submitted by the Contractor. Calculations, when required, shall be submitted in a neat clear and easy format to follow.

Contractor shall keep one set of Shop Drawings marked with Project Manager's and/or Engineer of Record's approval at the job site at all times.

I. Shop Drawings and Samples.

- (1) The Contractor shall furnish all samples and shop drawings as required for approval by the Owner. Details, number of copies required, and format will be mutually agreed upon at the Preconstruction Conference.
- (2) Approval of shop drawings, samples, materials, substitutions, or equipment deviating in any dimension, fit, strength, finish, capacity, or other quality shall not relieve the Contractor from full compliance with the contract requirements, at its sole expense, unless such exceptions,

SECTION II.: THE WORK (... Continued)

deviations, dimensions, substitutions, etc. are specifically identified and marked for attention on the shop drawing submittals and signed by the Contractor at time of submission. Approval of such specifically marked shop drawings shall permit the altered or substituted Work provided that any change in the contract price occasioned thereby is accomplished per Section III, "General Conditions". The Contractor shall bear full responsibility for coordinating proposed deviations, substitutions, dimensional changes and the like with all other affected trades, and for the full cost of any other subsequent modifications or changes to the Work necessitated thereby.

- (3) The Contractor and if applicable, the Subcontractor(s) shall thoroughly check, coordinate, stamp, sign and approve all shop drawings prior to submittal to the Owner for review. If it appears to the Project Manager that such review, coordination, and approval has not been done or is not adequate, the shop drawings will be returned to the Contractor without action. The Contractor shall bear the sole responsibility for performance of Work or ordering requiring shop drawing approval, in advance of such approval.
 - (4) THE CONTRACTOR SHALL BEAR THE SOLE RESPONSIBILITY FOR ANY DELAYS TO THE WORK OCCASIONED BY OR RESULTING FROM ITSELF OR ITS AGENTS, SUBCONTRACTORS, SUPPLIERS, OR EMPLOYEES' DELAY OR FAILURE TO FURNISH COMPLETE, CORRECT, COORDINATED SHOP DRAWINGS IN A TIMELY MANNER. DELAYS INCURRED DUE TO REJECTION OF INCOMPLETE AND/OR NON-CONFORMING SHOP DRAWINGS SHALL BE SOLELY THE RESPONSIBILITY OF THE CONTRACTOR, AND NO ADDITIONAL CONTRACT COST OR TIME SHALL BE ALLOWED ON ACCOUNT OF SUCH DELAYS.
- m. The Owner will furnish such information as is available at the time of contract award as to control points, benchmarks, recent surveys, or soundings concerning the worksite, and adjacent facilities, utilities, or structures. The Contractor, not the Owner, shall be responsible for any and all verifications required, extensions of survey control for the Work, ancillary surveying, location of centerlines, baselines, additional benchmarks, and any other measurements necessary for construction or design purposes, as appropriate.

Any markers or stakes set by the Owner or its representatives for control, inspection, or reference purposes during construction shall be preserved and left intact and undisturbed by the Contractor, unless in the way of construction. Prior to removal or relocation of any such marker by the Contractor, when necessary, the Contractor shall so inform the Owner's representative at the jobsite. Any such markers negligently destroyed or disturbed by the Contractor shall be restored at his expense.

2. Execution of the Work.

SECTION II.: THE WORK (... Continued)

- a. General. The Contractor shall preserve and protect from damage all property along the line of work, or which is in the vicinity of, or is in any way affected by the Work, the removal or destruction of which is not called for by the plans. This applies, but is not necessarily limited to public and private property, public and private utilities, trees, shrubs, signs, monuments, fences, guardrails, pipe and underground structures, wharves, railroads, bridges, roadways (except natural wear and tear resulting from legitimate use thereof by the Contractor etc.), and whenever such property is damaged due to the activities of the Contractor, it shall be immediately restored to a condition similar or equal to that existing before such damage or injury was done by the Contractor, and at his own expense, or he shall make good such damage or injury in a manner acceptable to the Owner. In case of failure on the part of the Contractor to restore such property or to make good such damage or injury, the Owner may upon 48 hours' notice proceed to repair, rebuild or otherwise restore such property as may be deemed necessary, and the cost thereof will be deducted from any monies due or which may become due the Contractor under the contract.
- b. Superintendence. The Contractor shall provide a qualified Superintendent on the Work throughout its progress, and shall specifically require that the Superintendent be present on the site at all times when any Work is being performed by itself or any of its subcontractors. Qualified Superintendent shall have a minimum of 10 years of construction experience, five of which are on similar projects in that capacity. All communications given to the Superintendent shall be as binding as if given to the Contractor. Once assigned, the Contractor's Superintendent shall not be replaced without prior written notice to the Owner. The Owner reserves the right to reject the assignment or reassignment of the Contractor's Superintendent. The Superintendent shall have full authority to execute the orders or directions of the Project Manager and to obtain or supply promptly any materials, tools, equipment, labor, and incidentals which may be required. The Contractor must provide on-site supervision at all times when work is being done. If, in the event that it is absolutely necessary for the Superintendent to be absent from the site, the Contractor shall notify the Project Manager, in writing, the assignment of the person on-site who will act in its place and be responsible for the project. This person must be an employee of the Contractor. Such superintendence shall be furnished regardless of the amount of Work sublet.
- c. Design Engineering. Where design engineering is the responsibility of the Contractor, the Contractor must assure that the engineer who certifies the design is appropriately authorized to do so according to the regulations and laws of the local community and the State of Florida.
- d. The Contractor shall have a responsible person available reasonably near the worksite and "on-call" on a 24-hour basis, 7 days a week; in order that it may be contacted in emergencies and in cases where immediate action must be taken to maintain traffic or to handle any other problem that might arise. The designated individual shall have full authority to take actions necessary

SECTION II.: THE WORK (... Continued)

to resolve such situations as previously described. For compliance with this requirement the furnishing of a local telephone number (non-toll) where such person can be directly reached will suffice.

- e. Except in the interest of safety or protection of persons, or the Work, or property at the site or adjacent thereto, and except as may otherwise be indicated in the "Special Conditions", all Work at the site shall be performed during regular working hours, and Contractor shall not permit overtime Work or the performance of Work on Saturday, Sunday, or any legal holiday without Owner's consent given after prior written notice to Owner's Project Manager. In general, all Work shall be performed during daylight hours. For special operations, night Work may be done if so authorized in writing. No night Work shall be performed unless adequate artificial lighting has been provided and has been approved by the Inspector.
- f. The Contractor shall not begin new items of Work to the prejudice of Work already started. The Owner may require the Contractor to finish a section or area on which Work is in progress before Work is started on an unrelated or additional section or area, unless the Contractor can clearly demonstrate to the Project Manager on a sound, rational, and convincing basis that its intended action is in the best interest of the Project.
- g. The Contractor shall at all times conduct the Work in such a manner and in such sequence as to insure the least practicable interference with traffic. The Contractor's vehicles and other equipment shall be operated in such a manner that they will not be a hazard or hindrance to the public. Materials stored on the worksite shall be placed so as to cause as little obstruction as possible.
- h. The Contractor shall arrange his work and dispose of his materials so as not to interfere with the operations of other contractors engaged upon adjacent work, and to join his work to that of others in a proper manner in accordance with the spirit of the plans and specifications, and to perform his work in the proper sequence in relation to that of other contractors, all as may be directed by the Owner. Each contractor will be held responsible directly to the Owner or any other contractor for any damage done by him, his agents, or his subcontractors to the work performed by another contractor. The Owner shall not be liable for damages caused between contractors.
- i. The Contractor shall so conduct his operations and maintain the Work in such condition that adequate drainage will be in effect at all times. Existing functioning storm sewers, gutters, ditches, and other run-off facilities shall not be unnecessarily obstructed.
- j. Heavy equipment shall not be operated close enough to new or previously existing structures to cause damage, disturbance or displacement.
- k. The Contractor shall provide qualified and acceptable personnel to organize, schedule, manage, layout, and construct the Work as required by the contract documents and shall assure that all Project executives,

SECTION II.: THE WORK (... Continued)

superintendents, and foremen employed by it on this Project are competent, knowledgeable in the Work, conscientious, attentive to the Project, and reliable. All workers must have sufficient skills and experience to properly perform the work assigned them. Welder qualification records will be furnished by the Contractor at no cost to the Owner. All workers engaged on specialty work or detailed (highly skilled) work, or in any recognized trade shall have had sufficient experience in such work to perform it properly and satisfactorily and to operate the equipment involved, and shall make due and proper effort to execute the Work in the manner prescribed in the specifications, or the Owner may take appropriate action as prescribed below.

The Contractor shall at all times maintain good discipline and order at the site. Whenever the Project Manager has determined that any person employed by the Contractor is incompetent, unfaithful, malevolent, intemperate, disorderly or insubordinate, such person shall, upon notice to the Contractor's Superintendent, be promptly removed from the Work and shall not again be employed on it except with the written consent of the Project Manager. Should the Contractor upon due notice fail to remove such person or persons, the Owner may withhold all monies which are or may become due to the Contractor, or may suspend the Work until such orders to remove said person or persons have been accomplished as set forth in Article 8(i). The Contractor shall protect, defend, indemnify and hold the Owner, its agents, officials, and employees harmless from any and all claims, actions or suits arising from such removal, discharge, or suspension of unsuitable employees of the Contractor.

- l. The Contractor shall at all times keep the premises free from accumulation of waste materials and rubbish caused by the Work, and at the completion of the Work shall remove all rubbish, waste, salvage and surplus materials which resulted from the Work. The Contractor shall also remove all tools, construction equipment and machinery and shall leave the Project "broom clean", unless otherwise specified. All surplus and salvage material shall become the property of the Contractor unless otherwise specified in the contract documents.
- m. The Owner shall have the authority to suspend the Work wholly, or in part, for such period or periods as may be deemed necessary due to unsuitable weather or other conditions which are considered unfavorable for the prosecution of the Work; to accommodate actions, or for such time as is necessary due to the failure on the part of the Contractor to carry out orders given, or to comply with any or all provisions of the contract. Such suspension shall be ordered in writing by the Project Manager giving the Contractor, in detail, the reasons for the suspension and under what circumstances or conditions the Work may be permitted to resume.

Whenever the Work is suspended by the Owner for reasons other than the fault of the Contractor, an extension of time for completion of the Work due to such suspension may be made as allowed for in other sections of this

SECTION II.: THE WORK (... Continued)

contract.

Time extension shall be the Contractor's sole remedy unless otherwise agreed upon in writing prior to the commencement of work.

- n. The Contractor shall not suspend operations or remove equipment or materials necessary for the completion of the Work without the prior permission of the Owner.
- o. Cooperation with Port Operations.
 - (1) The Contractor understands that the Work will be performed on, or in the near vicinity of an operating marine terminal. The Contractor acknowledges that ship schedules and terminal operations take precedence over the Contractor's activities. Contractor shall provide upon request, manpower and equipment loading schedule for the project.
 - (2) The Owner will, insofar as possible, schedule berthing of ships, and general terminal operations, so as not to interfere with the Work of the Contractor. The Owner will review the schedule presented by the Contractor at the Preconstruction Conference and advise the Contractor of any known conflicts that may exist with terminal operations. The Contractor shall adjust its schedule to avoid those conflicts and ensure that its activities will not interfere or cause interference with terminal operations, at no cost to the Owner.
 - (3) Considering that ship schedules are not precise due to weather and delays at other ports, the Contractor will be notified a minimum of 24 hours prior to the expected arrival of a ship that will be berthed in, or affect the area of the Contractor's Work. The Contractor may be required to curtail its activities in the area affected to the satisfaction of the Project Manager until the construction site is available again at no cost to the Owner.
 - (4) The Contractor's Superintendent, however, during the course of the Work, shall contact the Terminal Director designee by telephone or personal contact, twice each day (early morning and late afternoon) concerning ship traffic schedules and cargo handling activities so as to minimize Contractor's "downtime" and improve his scheduling efforts.
 - (5) When the Work is stopped by the Authority for its convenience, or vessels are berthed in locations so as to impede the Contractor's Work, the total number of calendar days of delay shall be added to the time allowed for the completion of the Project which shall be the sole remedy available to the Contractor.
 - (6) When it is necessary that a change or interruption be made in terminal operations in order to carry out a construction operation, the Contractor shall submit a request with full details including a pre-approved schedule at least 72 hours prior to the time the change or interruption is required. The Owner shall make all reasonable efforts

SECTION II.: THE WORK (... Continued)

to comply with the request of the Contractor. The Contractor shall not proceed with such Work until it has received written notice from the Owner to so proceed.

- p. Failure of Contractor to Maintain Satisfactory Progress.
 - (1) Time is of the essence in this contract, and as delay in the prosecution of the Work will adversely impact the Owner's business, it is important that the Work be prosecuted to completion. Moreover, the cost to the Owner for the administration of the contract, including engineering, inspection, and supervision, will be increased as the construction period is lengthened.
 - (2) The Contractor may be declared delinquent because of unsatisfactory progress under this contract when the contract time allowed has not been entirely consumed, but the Contractor's progress at any check period does not meet at least one of the following two tests:
 - (a) The percentage of dollar value of completed Work with respect to the total amount of the contract is within 15 percentage points of the percentage of contract time elapsed.
 - (b) The percentage of dollar value of completed Work is within 15 percentage points of the dollar value which should have been performed according to the Contractor's own progress schedule previously approved by the Owner.
 - (3) The Contractor will be declared delinquent because of unsatisfactory progress under this contract should either of the following circumstances occur:
 - (a) The contract time allowed has been consumed and the Work has not been completed.
 - (b) The contract time allowed has not been entirely consumed, but the Contractor's progress at any check period does not meet either of the two tests described under Sub-article (2) above.
 - (4) A Contractor determined delinquent will be disqualified from further bidding by the Director of Procurement and also will not be approved as a subcontractor so long as the delinquency status exists. Also, any individual, firm, partnership or corporation affiliated with a delinquent Contractor to the extent that it is dependent upon the delinquent Contractor for either personnel, equipment, or finances shall likewise be disqualified. The Owner additionally reserves all rights and options pertaining to available legal remedies for such delinquency. A Contractor disqualified under the requirements of this Article will be removed from a delinquent status upon receipt of satisfactory evidence by the Owner's Project Manager and approval of Procurement that its progress is no longer delinquent, provided the contract time has not lapsed.
 - (5) The principal progress verification will occur monthly and will generally

SECTION II.: THE WORK (... Continued)

coincide with receipt by the Owner's Project Manager of the Contractor's monthly Application for Payment and Work Progress Schedule.

- (6) Preliminary notices of delinquency will be sent to the Contractor by facsimile mail immediately thereafter, and confirmed by certified mail. The Contractor, once given such a preliminary notice of delinquency, will not be finally declared delinquent until a period of 10 calendar days after the preliminary notice has elapsed. During this 10-day period, the affected Contractor may request an extension of time or present other considerations that would affect its delinquency to which it feels it is entitled. Final notification of delinquency will be made by certified mail after the expiration of this 10-day period provided no extensions of time or other considerations are deemed proper by the Owner, and provided the delinquency status has not been corrected. Contractor shall provide an acceptable recovery schedule to Owner for approval.

Owner's failure to terminate for delinquency shall not serve as a waiver by the Owner.

- (7) The Owner may grant extensions of time during the prosecution of the Work, as allowed under the contract provisions regardless of the Contractor's delinquency status. The contract will be considered complete when all Work has been completed and accepted by the Owner, and final payment has been issued to the Contractor.

3. Substantial Completion

The Substantial Completion, as defined in the "Definitions" of Section I.1. g, will be initiated in writing by the Contractor and/or the Owner for the purpose of making available the stated Work, or a specified part thereof, for its intended use. The Owner and the Contractor will conduct an inspection of the stated Work for compliance with the contract documents. The Owner will have prepared a written Punch List of all items and/or the deficiencies for the Work covered by the Certificate of Substantial Completion, the Punch List shall also include an estimated cost to complete each item on the list. The Owner and Contractor shall collectively review the Punch List and estimated costs within 30 calendar days (may be extended to 45 calendar days for projects with an estimated cost of \$10 million or more) of reaching substantial completion and use all reasonable effort to mutually agree on the Punch List and associated estimated costs. If there is a good faith dispute as to the Punch List and estimated costs, Owner reserves the right to retain any amounts required to complete the Punch List at its discretion, in compliance with Florida Statutes. The Punch List shall become a part of the Certificate of Substantial Completion and must be completed prior to final acceptance of the Work. If the Owner agrees that the Work is ready for occupancy, a Certificate of Substantial Completion will be prepared by the Owner on the form included in the contract documents. The Statement shall be completed in its entirety and shall be signed by the Engineer, Contractor, Tenant

SECTION II.: THE WORK (... Continued)

and Owner, where applicable. The Owner and Contractor agree to work cooperatively in the event the Punch List must be supplemented based on the disclosure of defective or incomplete work.

4. Tests and Inspections

- a. Except as specifically stated in writing by the Owner, the Contractor shall establish and conduct its own quality testing program for materials and other Work performed thereon under this contract. Testing may include but not be limited to soils, aggregates, compaction, masonry, concrete, asphalt, painting, metals, pressure tests, welding, coatings, insulation, water quality, electrical circuitry, machinery, equipment or other applicable items. The Contractor shall, prior to the Preconstruction Conference, furnish to the Owner a listing or schedule of testing it proposes to conduct for informational purposes. Results of such tests as performed by the Contractor shall be furnished to the Owner within 48 hours of such testing, for information. No separate payment will be made by the Owner for any testing accomplished by the Contractor but the cost thereof will be considered as included in the overall contract price for the related items of Work.

- b. The Owner may employ, at its expense, an independent testing laboratory for the purpose of performing such tests as may be deemed necessary by the Owner.

If any Work or materials are found to be deficient as a result of such tests, the Contractor shall promptly correct same, or replace, in accordance with the specifications, and it may be required to revise and upgrade both construction and quality control procedures. If the Owner deems it necessary that additional testing shall be made of such correction or replacement, the Contractor shall pay the costs thereof.

- c. The Owner reserves the right to inspect any and all parts of the Work underway for conformance with the contract requirements. The making of tests by the Contractor, regardless of their indication, shall not relieve the Contractor of sole responsibility for Work that is defective or not in accordance with the requirements of the contract.

Should the cost of remediation of deficient work be commercially wasteful, the Owner at its sole option may retain the nonconforming work for no cost to the Owner for that work.

5. Time

- a. All time limits stated in the contract documents shall be consecutive calendar days unless otherwise stated.
- b. The contract completion time shall be as shown in the "Special Conditions". Timely completion is an essential element of this contract. Prevailing

SECTION II.: THE WORK (... Continued)

conditions of weather and environment at the worksite and the Owner's continuing port operations in the vicinity have been taken into account in establishing the contract time allowed for the Work.

- c. The Notice to Proceed will not be given until after receipt of evidence of insurance (in the manner specified) and contract bonds, and following the Preconstruction Conference. If the Preconstruction Conference is waived by the Owner, the Notice to Proceed will be issued immediately upon receipt of the required bonds and certificates by the Owner.

6. Warranties and Guarantees.

- a. The Contractor shall correct any Work that fails to conform to the requirements of the contract documents where such failure to conform appears during the progress of the Work, and shall remedy any defects due to faulty materials, equipment or workmanship which appears within the warranty period. The Warranty Period is as specified in the "Special Conditions", unless the Technical Specifications require a longer warranty period for all or portions of the Work. The provisions of this condition apply to work done by subcontractors, as well as to work done by direct employees of the Contractor. The Contractor shall insure that its subcontractors/suppliers are bound by this requirement.
- b. The Contractor shall furnish all written warranties/guarantees for any materials or equipment, which are required under this contract, or separately warranted by the manufacturers. Final payment shall be withheld from the Contractor until all warranty documents have been furnished to the Owner. All warranties shall be issued consistent with the requirements of these contract documents.

GENERAL CONDITIONS

SECTION III.: CHANGES AND DISPUTES

1. Changed Conditions.

The Contractor shall promptly and before such conditions are disturbed, notify the Owner in writing of: a) subsurface or latent physical conditions at the site differing materially from those indicated in the contract documents, b) previously unknown physical conditions at the site of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in this contract, or c) underground utilities or other obstructions not shown on the plans or reasonably expected to exist in the way of the Work at such location(s).

Notification shall be within 5 calendar days of discovery by the contractor. The Owner shall promptly investigate the conditions, and if it finds that such conditions do so materially differ and cause an increase or decrease in the Contractor's cost of, or the time required for performance of this contract, an equitable adjustment may be made, and the contract modified in writing accordingly by Change Order. Any claim by the Contractor for adjustment under this clause shall not be allowed unless timely notification has been made by the Contractor, or unless the Owner has granted a further period of time for determination of the extent of delay, magnitude of changed conditions, or determination of corrective action required.

2. Changes in the Work.

a. Change Orders - General. JAXPORT does not anticipate the issuance of Change Orders to the contract. The Contractor should not anticipate Change Orders; nor view any Change Orders that should occur as the opportunity for windfall profit. The Owner may authorize changes in the work consisting of additions, deletions or modifications to scope or schedule and the contract price or time (or both) being adjusted accordingly. All such changes in the Work shall be authorized by a written Change Order which shall document the change and specify any contract modifications such as price or schedule. No changes to the Work are authorized until the Contractor and the Owner have executed a formal Change Order. Verbal instructions do not constitute a Change Order.

(1) Either the Owner or the Contractor may initiate a Change Order request. In either event, the Contractor shall promptly prepare and submit to the Owner a detailed justification for the Change Order request (when initiated by the Contractor) and a detailed quotation for the changed work, both time and money. The detailed quotation shall be complete and definitive as to the true costs of the changed work. The Owner will also require a complete breakdown of all costs that will be experienced by Contractor and all sub-tier contractors. Single line statements are not acceptable. The breakdown of costs may include, but are not limited to:

SECTION III.: CHANGES AND DISPUTES (... Continued)

- Labor Hours (broken down by craft)
- Materials (broken down by units)
- Equipment (broken down by units)
- Transportation (specify)
- Supervision (specify)
- Taxes (specify)
- Permits (specify)
- Insurance and Bonding (specify)
- Mobilization (show detail of cost)
- Demobilization (show detail of cost)
- Any other information requested by the Owner
- Mark-up for Profit and Overhead (see Section III 2.a.2.)

The breakdown of time shall include a thorough justification for any extension of the contract completion date which may include a time impact analysis, if requested by the Owner. Only those items of Work that directly affect the "critical path" of the Project will be considered for time extension.

Additional equipment costs on change orders: For any machinery or special equipment (other than Small tools), including fuel and lubricant, the Contractor will receive 80% of the "Rental Rate Equipment Watch or an amount less than" for the actual time that such equipment is in operation on the work, and 40% of the "Rental Rate Equipment Watch or an amount less than" for the time the equipment is directed to standby and remain on the project site, to be calculated as indicated below. The equipment rates will be based on the latest edition (as of the date the work to be performed begins) of the "Rental Rate Equipment Watch for Construction Equipment or an amount less than" or the "Rental Rate Equipment Watch for Older Construction Equipment or an amount less than," whichever is applicable, as published by Equipment Watch, Penton Media, Inc. (version current at the time of bid), using all instructions and adjustments contained therein and as modified below. On all projects, the Engineer will adjust the rates using regional adjustments and Rate Adjustment Tables according to the instructions in the Equipment Watch.

Allowable Equipment Rates will be established as set out below:

(1) Allowable Hourly Equipment Rate = $\text{Monthly Rate} / 176 \times \text{Adjustment Factors} \times 80\%$ or an amount less than.

(2) Allowable Hourly Operating Cost = $\text{Contractors Documented Cost} \times 80\%$ or an amount less than.

(3) Allowable Rate per Hour = $\text{Rental Rate Equipment Watch Hourly Equipment Rate} \times 80\% + \text{Contractors Hourly Operating Cost}$ or an amount less than.

(4) Standby Rate = $\text{Allowable Hourly Equipment Rate} \times 40\%$ or an

SECTION III.: CHANGES AND DISPUTES (... Continued)

amount less than.

The Monthly Rate is The Basic Machine Rate plus Any Attachments or an amount less than.

Standby rates will apply when equipment is not in operation and is directed by the Engineer to standby at the project site when needed again to complete work and the cost of moving the equipment will exceed the accumulated standby cost. Standby rates will not apply on any day the equipment operates for eight or more hours. Standby payment will be limited to only that number of hours which, when added to the operating time for that day equals eight hours. Standby payment will not be made on days that are not normally considered work days on the project.

JAXPORT will allow for the cost of transporting the equipment to and from the location at which it will be used. If the equipment requires assembly or disassembly for transport, JAXPORT will pay for the time to perform this work at the rate for standby equipment or an amount less than.

Equipment may include vehicles utilized only by Labor, as defined above.

- (2) The percentage mark-up for those items listed in Section III, Paragraph 2.a.1. shall be limited to 15 percent. All subcontract costs will be limited to 5 percent mark-up per tier, with a maximum of 10% regardless of the number of tiers.
- (3) All submissions of costs shall be in a form that is acceptable for verification by the Owner. Vendor quotations or Purchase Orders shall support material costs. Labor and supervision costs shall be supported by typical certified payroll documents. Equipment costs must be within the norm of published equipment rental rates for the Jacksonville area.
- (4) The pricing of Change Orders shall be determined in one of three ways:
 - (a) For changes in Work for which unit prices were already established in the contract, the established unit prices shall also apply to work performed under the Change Order. Established contract unit prices are all inclusive of costs, overhead and profit and shall not incur any additional mark-up.
 - (b) Force Account: Upon written directive of the Owner, the Contractor shall perform the work utilizing the "time and materials" method of pricing, under which all costs are auditable and payment to the Contractor will be limited to those actual expenses, plus the mark-ups allowed in Section III. 2.a. (2). The Change Order will be limited to an estimated cost not-to-exceed amount for fiscal control. Should this amount be reached due to unforeseen conditions, an additional Change Order will be

SECTION III.: CHANGES AND DISPUTES (... Continued)

sought.

- (c) By agreement of both parties of a lump sum amount for the change to the contract. Determination of the lump sum amount will require submission of a breakdown of costs as detailed in Section III.2.a.(1) and mark-ups applied from Section III. 2.a.(2), and any other information reasonably requested by Owner.
- b. Change Order Form. All Change Orders shall be executed on the form approved by JAXPORT. Execution of a Change Order resolves all issues of time and compensation. No other method of reservation of rights shall be recognized.
- c. The Contractor shall keep and present in such form as the Owner may direct, a correct and current account of all direct costs of the Work performed. All documentation shall be maintained according to generally accepted accounting practices (GAAP), in such form and detail as to be audited for accuracy and content. JAXPORT'S Project Manager shall periodically check and certify the costs. Payments shall be made to the Contractor based upon the certified costs of the Contractor, with mark-ups, as set forth in Section III.2.a.(2).
- d. Bond Liability. Any changes made in the specifications for the work by Change Order (whether such changes increase or decrease the amount thereof) or any change in the manner or time of payments made to the Contractor, or any change in the contract completion date occasioned by changed Work shall not, in any way, annul, release or affect the liability on the bond provided by the Contractor. The Contractor is solely responsible for notification of Surety of any Surety changes.

Notwithstanding the foregoing, it is understood and agreed that the Owner may, at any time, issue written instructions to the Contractor requiring changes within the scope of the work or schedule that are consistent with the general intent of the contract documents, at no extra cost to the Owner.

3. Claims.

- a. Claims for Extra Work. If the Contractor considers that any written instructions, acts, or omissions of the Owner or any of the Owner's agents, employees, consultants, contractors, subcontractors or suppliers have caused or will cause the Contractor to incur extra costs or time not included in the contract documents, the Contractor shall give written notice to Owner of such claim within 5 calendar days after the initial date of such acts, omissions, instructions or occurrence, and shall not proceed with the Work until receipt of the Owner's written directive to do so. Upon receipt of such a directive, the Contractor shall proceed in accordance therewith even though agreement may not have been reached as to whether said instructions require work that is within or outside of the scope of the contract documents or, if outside, the amount of the equitable price or time

SECTION III.: CHANGES AND DISPUTES (... Continued)

adjustment to which the Contractor is entitled for the performance thereof. No claim for such extra costs or time shall be allowable in the absence of the written directive of the Owner and the timely written notice by the Contractor. In the absence of either or both, the Contractor's claim for extra costs or time on account thereof shall be deemed to have been waived.

- b. Claims for Damages. Should the Contractor suffer injury or damage to any other party because of any act or omission of the other party or of any of its employees, agents, or others for whose acts it is legally liable, claim shall be made in writing to the Owner within 5 calendar days after the first observance of such injury or damage.
 - (1) Should the "no damages for delay" clause not be enforced by the court, the Contractor waives any claim for extended home office overhead that may result from any delay on the project.
 - (2) The Contractor specifically waives any right to seek attorney's fees and construction claim preparation costs from the Owner.
 - (3) The Contractor shall not present nor recover on any claim from the Owner based on any formula(s), hypothetical or statistical methodologies used in damage computation. The Contractor may only recover if it can provide documented pay records specifically indicating any alleged damage, loss, or cost.

4. Completion of Work by Owner

Upon declaration of default, the Owner shall have full power and authority to appropriate and/or use any or all materials and equipment on the site which are suitable and acceptable, and may enter into an agreement with others for the completion of the Work under the contract, or may use other methods which in the opinion of the Project Manager are required for the completion of the Work in an acceptable manner. All costs and charges incurred by the Owner because of the Contractor's default, including the costs of completing the Work under the contract, shall be charged against the Contractor and its Surety. In case the expense so incurred by the Owner is less than the sum which would have been payable under the contract if it had been completed by the defaulting Contractor, the defaulting Contractor shall be entitled to receive the difference.

Owner reserves their right to supplement, with additional workers and equipment, the Contractor's forces if Contractor is not reasonably projected to complete the project in a safe and timely manner. Owner shall give the Contractor 10 day's written notice of its intent to utilize supplemental forces. The Contractor shall have the primary responsibility to coordinate all work on the project and shall fully cooperate with all other forces.

In case the expense incurred by the Owner pursuant to this Section exceeds the sum which would otherwise have been payable under the contract, then the Contractor and its Surety shall be liable and shall pay the Owner the amount of the excess.

SECTION III.: CHANGES AND DISPUTES (... Continued)

If, after the 10-day default notification period, and prior to any action by the Owner to otherwise complete the Work under the contract, the Contractor should convincingly establish its intent and ability to prosecute the Work in accordance with the Owner's requirements, the Owner may elect to permit the Contractor to resume the Work in which case any costs to the Owner incurred by the delay or from any reason attributable to the delay will be reimbursed by the Contractor or Surety.

5. Default and Termination

- a. If the Contractor fails to begin the Work under the contract promptly upon receipt of the Notice to Proceed, or fails to perform the Work with experienced and effective supervision, sufficient workers, sufficient equipment, or sufficient materials to assure the prompt completion of the contract (i.e., the Contractor is declared delinquent), or performs the Work unsuitably, or neglects or refuses to remove materials or to perform anew such Work as may be rejected as unacceptable and unsuitable, or discontinues the prosecution of the Work, or fails to resume Work which has been discontinued, or becomes insolvent or is declared bankrupt, or files for reorganization under the bankruptcy code, or commits any act of bankruptcy or insolvency, either voluntarily or involuntarily, or allows any final judgment to stand against them unsatisfied for a period of 10 calendar days, or makes an assignment for the benefit of creditors, or fails to comply with contract requirements regarding minimum wage payments, E.E.O. or JSEB requirements, or for any other cause whatsoever fails to carry on the Work in an acceptable manner, or if the Surety executing the bond for any reasonable cause becomes unsatisfactory in the opinion of the Owner, the Owner will give notice in writing to the Contractor and its Surety of such delay, neglect, delinquency or default.
- b. If the Contractor, within a period of 10 calendar days after written notice of default from the Owner delivered to the Contractor's representative on the jobsite, or by facsimile transmission and confirmed by certified mail, does not proceed to correct the conditions of which complaint is made, the Owner shall, upon written notification from its Project Manager of such delay, neglect, or default and the Contractor's failure to correct such conditions, have full power and authority without breaching the contract to take the prosecution of the Work out of the hands of the Contractor and to declare the contract in default and make demands upon the Surety consistent with the rights set forth in the Performance Bond attached herein.
- c. The Owner may, after written notice to the Contractor, terminate the contract or a portion thereof for just cause such as default or for other reasons which are determined to be in the interest of the Owner. Such reasons for termination may include but are not necessarily limited to national defense or national emergency which creates a serious shortage of materials, orders from duly constituted authorities relating to energy conservation, and restraining order or injunctions obtained by third-party

SECTION III.: CHANGES AND DISPUTES (... Continued)

citizen action resulting from national or local environmental protection laws or where the issuance of such order or injunction is primarily caused by acts or omissions of persons or agencies other than the Contractor and unacceptable interference with Operations.

- d. When a contract or any portion thereof is terminated before completion of all items of Work in the contract, payment will be made for the actual number of units or items of Work completed at the contract unit price, or as mutually agreed for items of Work partially completed or not started. No claim for loss of anticipated profits shall be allowed and are specifically waived by Contractor.
- e. Reimbursement for mobilization expenses (when not otherwise included in the contract) including moving equipment to the job will be considered where the volume of Work completed is too small to compensate the Contractor for these expenses under the contract unit prices; the intent being that an equitable settlement will be made with the Contractor.
- f. Acceptable materials procured by the Contractor for the Work that have been inspected, tested, and approved by the Owner, and that are not incorporated in the Work may be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the Project Manager.
- g. Termination of a contract or a portion thereof under the provisions of this sub-article shall not relieve the Contractor of its responsibilities for the completed portion, nor shall it relieve its Surety of its obligation for and concerning any claims arising out of the Work performed.
- h. JAXPORT shall have the absolute right to terminate in whole or part the Contract, with or without cause, at any time after Award upon written notification of such termination.

In the event of termination for convenience, JAXPORT will pay the Company for all disbursements and expenses that the Company has incurred, or those for which it becomes obligated prior to receiving JAXPORT's notice of termination. JAXPORT will also pay the Company costs incurred less the reasonable resale value, of materials or equipment that the Company has already ordered, obtained or fabricated in connection with the Contract.

Upon receipt of such notice of termination, the Company shall stop the performance of the Work hereunder except as may be necessary to carry out such termination and take any other action toward termination of the Work that JAXPORT may reasonably request, including all reasonable efforts to provide for a prompt and efficient transition as directed by JAXPORT.

JAXPORT will have no liability to the Company for any cause whatsoever arising out of, or in connection with, termination including, but not limited to, lost profits, lost opportunities, resulting change in business condition, except as expressly stated within these Contract Documents.

SECTION III.: CHANGES AND DISPUTES (... Continued)

6. Delays and Extensions of Time

In the event that the Contractor, in the performance of the Work, encounters inefficiencies, disruptions, or delays as a result of the partial suspension or resequencing of work thereof, or incidental interference therewith by the Owner or its other contractors, or as a result of other unforeseeable causes beyond the control and without fault or negligence of the Contractor such as, but not limited to, Acts of God, fire, flood, war, governmental priority controls, railcar shortages, general strikes, and labor work stoppages, the Contractor shall notify the Owner in writing within 5 calendar days of the commencement of the delay that he intends to request additional time for contract completion. Such requests for additional time shall be decided by the Owner within 5 working days of receipt of notification and if a time extension is approved, it shall be authorized by Change Order. In the event of a continuing delay having a single cause, notification as above is required, however, a determination by the Owner as to time extension allowed will not be made until the Contractor has submitted complete facts as to the reason and total extent of the delay, including such documentation as may be reasonably required by the Owner. No time extension shall be granted for delays occurring more than 5 calendar days before written notification is made to the Owner, and no time extension shall be granted for any delay caused or occasioned by fault, negligence, omission, or failure to timely prosecute the Work, including procurement delays on the part of the Contractor, its agents, suppliers, employees, or subcontractors. The Contractor shall also take immediate action upon incurring such delay to minimize the effects of that delay. The allowability and length of any such time extension shall be determined in writing. In making that determination, no extension of time will be allowed the Contractor for delays encountered in one or more phases of the Work that can be overcome by reasonable readjustments of the Contractor's planned progress on other phases of the Work. Only critical path delays will be recognized for an extension of time. All requests for an equitable time extension shall be accompanied with a time impact analysis.

- a. Time extensions may also be allowed on the same terms and conditions as set forth above, in the event that the Contractor over the course of the Work encounters unusually adverse weather in excess of the norm for the locality. The Contractor expressly agrees that in undertaking to complete the Work within the time specified, it has made allowance for all hindrances including adverse weather and delays which might normally be expected to occur in performing the Work. No claims shall be made for money by the Contractor for such hindrances and delays.
- b. The Contractor's sole and exclusive remedy for delays and inefficiencies as described herein shall be an equitable extension of time. The Contractor shall not be entitled to any additional compensation or payment for extra costs or damages incurred by them due to hindrances of, or delays to, the progress of the Work. Any claim related to delay shall be in writing and include a time impact analysis.
- c. No extensions of time will be granted due to Contractor's failure to protect

SECTION III.: CHANGES AND DISPUTES (... Continued)

the site, materials, or working conditions from adverse weather conditions including, but not limited to site drainage, storage, and temporary enclosures as needed.

- d. No extensions of time will be granted due to Contractor's failure to diligently prosecute the contract, including, but not limited to, procurement delays.
- e. Under no circumstances shall any claim for additional costs be accepted based upon a hypothetical formula, Means or other estimated costs. All claims shall be presented utilizing discrete data evidencing direct costs to project.
- f. Contractor waives any claims for attorney fees and claims consultant costs.

7. Disputes

Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement with the Project Manager shall be decided by appeal to the Chief Executive Officer of JAXPORT. The Chief Executive Officer shall, within 30 days of receipt of the written appeal, reduce its decision to writing, and mail or otherwise deliver a copy to the Contractor. The 30-day period may be extended in 30-day increments by written order of the Chief Executive Officer, or its designee, when and if it determines that additional studies or investigations are necessary to render a decision. This decision shall be final and conclusive, unless within 30 days after receipt thereof by the Contractor, the Contractor mails or otherwise delivers to the Chief Executive Officer a written appeal addressed to the Chairman of JAXPORT. In connection with the appeal proceeding under this clause, the Contractor shall be given an opportunity to be heard and to offer supportive evidence to its appeal. Pending final decision on the dispute should the project be ongoing, the Contractor shall proceed diligently with the performance of the contract in accordance with the Chief Executive Officer's decision. The decision on the appeal shall be rendered by JAXPORT's Governing Body and shall be final and conclusive unless determined by subsequent judicial review to have been fraudulent, capricious, so grossly erroneous as to imply bad faith, or not supported by any substantial evidence.

Compliance with this process shall be a condition precedent before any litigation can be brought to appeal any decision.

8. Recovery Rights, Subsequent to Final Payment

The Owner reserves the right should an error be discovered in the partial or final Applications for Payment, or should proof of defective Work or materials used by or on the part of the Contractor be discovered after the final payment has been made to claim and recover from the Contractor or its Surety, or both, by process of law, such sums as may be sufficient to correct the error or make good the defects, errors, or omissions in the Work and materials.

SECTION III.: CHANGES AND DISPUTES (... Continued)

All records pertaining to the Project shall be retained by the Contractor for a period of three years from the date of final acceptance of the Project, unless additional time for retention is requested in writing by the Owner. Upon request, all such records shall be made available to the Owner or its representative. For the purpose of this Section, records shall include all books of account, supporting documents, both paper and electronic, and papers deemed necessary by the Owner to assure compliance with the contract provisions, photographs, videos, video tapes and project pictures stored electronically. Contractor shall reasonably cooperate with the Owner in obtaining and reviewing all documentation herein.

GENERAL CONDITIONS

SECTION IV.: ADMINISTRATIVE

1. "As-built" Drawings and Equipment Manuals

- a. At the completion of the Work under this contract, the Contractor shall prepare and deliver to the Owner one complete set of the construction drawings indicating As-Built conditions. Final As-Built drawings submissions shall consist of:

- (1) Adobe Acrobat format (.pdf) – 1 complete set
- (2) Latest version of AutoCAD format (.dwg) to include external references

Final payment shall be withheld from the Contractor until acceptable "as-built" drawings are furnished to the Owner.

- b. The Contractor shall furnish a complete set of operations and maintenance instructions together with the repair parts lists for all mechanical and electrical equipment. Those instructions shall be prepared and published by the manufacturer, and shall be delivered to the Owner prior to the final inspection. Final payment shall be withheld from the Contractor until such documents are furnished to the Owner.

2. Conferences

- a. Unless waived by agreement of both parties, a Preconstruction Conference will be held at a mutually convenient time as soon as is practicable following award of this contract; normally, within 21 calendar days thereafter. The Preconstruction Conference shall be attended by responsible representatives of the Owner, and the Contractor and its subcontractors. The Contractor, its subcontractors and its suppliers are expected to be fully familiar with the contract documents and specific Project requirements by the time set for the Preconstruction Conference and the Owner may reasonably presume such notwithstanding paragraph "c" of the "Contract Documents" Section I of these General Conditions. The Contractor shall then present for discussion at the meeting any questions, concerns, discrepancies, need for clarifications and any other significant issues which may in any manner affect the project schedule or its performance of the Work for these issues discussed after the award of contract. Written clarifications and/or interpretations of the contract documents shall be furnished to the Contractor without unreasonable delay. Written "Minutes" of the Preconstruction Conference will be prepared by the Owner, with copies provided to all attendees and which the "Minutes" shall be retained.

The Contractor shall deliver to the Owner at the Preconstruction Conference the specified copies of:

- Schedule of Values (where applicable).
- Quality control program.

SECTION IV.: ADMINISTRATIVE (... Continued)

- List of project subcontractors.
 - List of Contractor's project management team with telephone numbers.
 - Identification of major suppliers and/or manufacturers to be used on the project.
 - Schedule for, and listing of, shop drawing submittals.
 - Other documents as may be required elsewhere in these specifications.
- b. The Contractor or Owner may request conferences for other useful purposes at convenient times throughout the contract period. Representatives of all concerned parties shall receive reasonable notice of any such meeting.

3. Payments

Unless otherwise specified in the section of "Special Conditions" and upon receipt electronically in E-Builder of the Contractor's Application for Payment (Forms AFP-1 and AFP-2), payment for this Work will be made as follows:

- a. Payment will be made once each month in the amount of 95 percent of the value of completed Work, based on contract prices of labor and materials incorporated in the Work and of materials suitably stored at the site thereof for incorporation in the Work, as estimated or approved by the Owner's representative less the aggregate of previous payments. Within twenty (20) business days after the development of the Punch List, as defined above, and after receipt of a proper invoice or payment request, Owner, through the Project Manager, will pay the remaining balance of the contract, including any remaining retainage less an amount equal to 150% of the estimated costs to complete the items on the Punch List. *See* §§ 218.735(7)(e) and 255.077(4), Fla. Stat. Final payment, will be made after closeout of the Work has been satisfactorily completed and all requirements of the contract documents have been fulfilled. Florida Statutes do not require Owner to pay or release any amounts that are subject of a good faith dispute made in writing pursuant to the contract or are the subject of a claim brought pursuant to § 255.05, Florida Statutes.
- b. The Contractor shall submit to the Project Manager a proposed Schedule of Values of the various portions of the Work, including line item quantities aggregating to the total contract sum, and prior to the Preconstruction Conference. This schedule, when approved by the Project Manager, shall be used as a basis for the Contractor's application for payments. The Contractor shall update this schedule each time a Change Order affecting the contract total price is approved. The contract price will be adjusted to provide payment for the actual quantities of unit price items as they are completed and accepted. The following items are required with each AFP:
- (1) Form AFP-1 Application for Payment
 - (2) Form AFP-2 Schedule of Values
 - (3) Progress Schedule

SECTION IV.: ADMINISTRATIVE (... Continued)

(4) JSEB Form 5

(5) Narrative Report that addresses:

Work Performed

Work Planned

Problems

Open Issues

(6) Photographs (See Section SC, Item 11 for detailed requirements.)

c. Payments may be withheld for failure of the Contractor to comply with the provisions of the contract documents, including but not limited to:

- (1) Defective work not remedied.
- (2) Failure of the Contractor to make payments properly to subcontractors or for labor, materials, or equipment.
- (3) Any delay or damage to another Contractor, upon certification by injured Contractor, of the cause and amount of any said damage.
- (4) Unsatisfactory prosecution of the Work by the Contractor.

Payments may also be withheld if claims have been filed or there is reasonable evidence indicating the probable filing thereof, or if Contractor's Surety for this Project so requests in writing.

Withholding of payments is a remedy in addition to all other remedies available to the Owner. Where pursuant to condition (2) of this paragraph, a contractor certifies to the Owner the necessity to withhold progress payments to another contractor, the certifying contractor shall defend, indemnify, and hold harmless the Owner from any and all claims or suits arising from such action, which is discretionary with the Owner.

- d. Whenever Mobilization and Demobilization are a part of the bid items, Mobilization will account for and be paid out at sixty percent (60%) and Demobilization will account for and be paid out at forty percent (40%).
- e. Whenever any change or combination of changes in the Work results in an increase or decrease in the original estimated contract quantities, and the Work added or eliminated is of the same general character as that shown on the original plans, the Contractor shall accept payment in full at the original contract unit prices for the actual quantities of work done, and no allowance will be made for any loss of anticipated profits because of increases or decreases in quantities provided, however, that any increased or decreased work covered by a Change Order shall be paid for as stipulated therein.
- f. Final payment shall not be made until the Contractor has delivered to the Owner any required submittals, the Certificate of Contract Completion (Form FCC); Consent of Surety to Final Payment (Form CONSUR), including valid Power of Attorney, and JSEB Form 5.

SECTION IV.: ADMINISTRATIVE (... Continued)

- g. No payment by the Owner shall be construed to be acceptance of defective Work or improper materials. Contractor warrants and guarantees that title to all work, materials, and equipment covered by any Application for Payment, whether incorporated into the Project or not will pass to the Owner at time of final payment, free and clear of all liens, claims, security interests and encumbrances.
- h. Payments will be made within 20 business days after receipt of Contractor's properly documented invoice(s), unless returned for correction of invoice(s), or submission of additional substantiation.
- i. The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those specifically preserved according to the provisions of these contract documents.
- j. The Owner may at any time have access to the Contractor's records for the purpose of auditing the financial and contractual performance of the Contractor. The Owner may obtain copies of all financial and scheduling computer disks at any time from the Contractor, and shall have reasonable access to all other documents except those that would be privileged under Florida law. The Owner may audit the financial records of the Contractor at any reasonable time, at its own expense.

4. Progress Schedule

The Contractor shall prepare for the Owner's approval a progress schedule for the Project showing the dates for the starting and completion of the various items of construction. The schedule shall be prepared in Microsoft Project (or equivalent) format, unless the Technical Specifications provide for a more detailed progress schedule.

Four (4) copies shall be furnished to the Owner's representative at the Preconstruction Conference. This schedule, after approval, shall be used by the Owner as the primary means of determining satisfactory execution of the Work by the Contractor. No payments will be made to the Contractor until the schedule is approved. All proposed Change Orders will include a revised schedule.

Should the Contractor fall behind the approved schedule, it shall provide a recovery schedule and be required to revise methods or operations, increase its forces (labor and equipment), work extra hours per day, and/or work extra days per week as necessary until the scheduled progress is acceptable, at no extra compensation by the Owner. Failure on the part of the Contractor to take necessary and sufficient actions in this regard and to put the Project back on schedule within a reasonable time, not to exceed 30 calendar days after notification by the Owner of such delinquency, shall be considered sufficient grounds for termination of the contract. The decision by the Owner not to terminate shall not constitute a waiver or preclude the termination for default as appropriate.

Any delays encountered during the construction which may be excusable under

SECTION IV.: ADMINISTRATIVE (... Continued)

the provisions of these "General Conditions" shall be brought to the Project Manager's attention in accordance with the provisions. The approved Project schedule may, depending on the Project Manager's decision, be adjusted accordingly.

GENERAL CONDITIONS

SECTION V.: **INSURANCE AND BOND - Refer to MC-1859B for "Required Limits of Insurance" pages RLI-1 TO RLI-3**

1. Insurance and Indemnification.

- a. The Contractor shall not commence Work until the Contractor has procured the insurance required under this Section and such insurance has been approved by the Owner. The Contractor shall provide evidence of such insurance in the following manner:
 - (1) Contractor agrees, at its sole expense, to maintain on a primary, non-contributory basis during the life of this Contract or performance of Work hereunder, insurance coverages, limits, and endorsements unless otherwise noted herein. Contractor agrees to provide evidence of Commercial General Liability, Contractor's Professional Errors and Omissions Liability and Commercial Umbrella/Excess Liability coverages at execution of the Contract. The other coverages required herein for Business Auto Liability, Contractor's Pollution Legal Liability, Inland Marine Builder's Risk Insurance, and Workers' Compensation. In the event the Contractor performs any site work, other than testing, then all insurance required herein will need to be evidenced prior to commencement of said site work.
 - (2) The Contractor agrees the insurance requirements herein as well as JAXPORT's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Contract.
 - (3) As evidence of compliance with the insurance required by Paragraph "c.", Subparagraphs 1 (Workers' Compensation/Employers' Liability), 2 (Commercial General Liability) and 3 (Business Auto) below, the Contractor shall furnish the Owner with a Certificate of Insurance Compliance (Form 101-87) signed by an authorized representative of the insurer(s) providing the coverage. The specified form must be used; no substitutions will be permitted.
 - (4) As evidence of compliance with the insurance required by Paragraph "c.", Subparagraph 4 (Protection for Owner) below, the Contractor shall furnish the Owner with either the original of the Owner's and Contractor's Protection Liability Policy(ies) or a Certificate of Insurance Compliance (Form 101-87) signed by an authorized representative of the insurer(s) verifying inclusion of the Additional Insured endorsement in the Commercial General Liability Coverage.
 - (5) If this contract includes construction of, or additions to aboveground buildings or structures, or the installation of machinery or equipment into an existing structure as evidence of compliance with the insurance required by Paragraph "c.", Subparagraph 5 (property insurance) below, the Contractor shall furnish the Owner with the original of the policy or policies of insurance required and a Certificate of Insurance

SECTION V.: INSURANCE AND BOND (... Continued)

Compliance (Form 101-87) signed by an authorized representative of the insurer(s).

- (6) With respect only to the insurance required by Paragraph "c.", Subparagraph 4 (Protection for Owner) and Subparagraph 5 (property insurance) below, and then only for a maximum of sixty (60) days from the date of inception of the policy or policies in lieu of the original of any required policy or policies of insurance, the Contractor may furnish an original binder or binders of the insurance signed by an authorized representative of the insurer(s) and a Certificate of Insurance Compliance (Form 101-87) signed by an authorized representative of the insurer(s).
 - (7) Until such time as the insurance is no longer required to be maintained by the Contractor, the Contractor shall provide the Owner with renewal or replacement evidence of the insurance in the manner described by Paragraph "a.", Subparagraphs 1, 2, 3 and 4 below, no less than thirty (30) days before the expiration or replacement of the insurance for which previous evidence of insurance has been provided.
 - (8) Neither approval by the Owner for failure to disapprove the insurance furnished by the Contractor shall relieve the Contractor of the Contractor's full responsibility to provide the insurance as required by this contract.
- b. Insurers providing the insurance required by this contract must meet the following minimum requirements:
- (1) Such insurers must be licensed to write insurance of the required class(es) in the State of Florida, either: a) authorized by subsisting certificates of authority issued to the companies by the Department of Insurance of the State of Florida, or b) with respect only to the coverage required by Paragraph "c.", Subparagraph 1 (Workers' Compensation/Employers Liability) authorized as a group self-insurer pursuant to Florida Statutes 440.57.
 - (2) In addition, such insurers other than those authorized by Florida Statutes 440.57 shall have and maintain throughout the period for which coverage is required a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A. M. Best Company.
 - (3) If, during the period when an insurer is providing the insurance required by this contract, an insurer shall fail to comply with the foregoing minimum requirements, as soon as the Contractor has knowledge of any such failure, the Contractor shall immediately notify the Owner and immediately replace the insurance provided by the insurer, with an insurer meeting the requirements. Until the Contractor has replaced the unacceptable insurer with an insurer acceptable to the Owner, the Contractor shall be in default of this contract.

SECTION V.: INSURANCE AND BOND (... Continued)

- c. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force the amounts and types of insurance conforming to the minimum requirements set forth in this Paragraph "c." Except as otherwise specified in this contract, the insurance shall commence prior to the commencement of work by the Contractor and shall be maintained in force until the contract completion date.

(1) Workers' Compensation/Employers' Liability:

- (a) The Contractor's insurance shall cover the Contractor and its subcontractors of every tier for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Longshoremen's and Harbor Workers' Compensation Act, Maritime, including Jones Act, Federal Employers' Liability Act and any other applicable Federal or State laws.

NOTE: If the project is to be accomplished on the face of the wharf, the concrete area where crane rails are located to the edge of the wharf and underneath the wharf (piling, deck repairs, etc.), Longshoremen's and Harbor Workers' Compensation will be required.

- (b) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy. The minimum amount of coverage for those coverage's customarily insured under Part Two of the standard Workers' Compensation (inclusive of any amounts provided by an umbrella or excess policy) shall be those amounts stated in Required Limits of Insurance (Form 100-87).

(2) Commercial General Liability:

The Owner shall be named an additional insured on the CGL Policy as well as Umbrella and or Excess policy or policies. The Owner shall not be responsible to pay any deductible sum. This is not meant to extend the Owner's liability beyond Section 768.28, Florida Statutes.

- (a) The Contractor's insurance shall cover the Contractor for those sources of liability which would be covered by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 2010 07 04 or GC 2010

SECTION V.: INSURANCE AND BOND (... Continued)

04 13 Additional Insured – Owners, Lessees, or Contractors-Schedule Persons or Organization, in combination with the GC 2037 10 01) or similar endorsements providing equal or broader Additional Insured Coverage. Commercial General Liability must be filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C., Medical Payments and the elimination of coverage for Fire Damage Legal Liability.

- (b) If the contract value of this Project exceeds \$100,000, the Contractor shall maintain separate limits of coverage applicable only to the work performed under this contract. The minimum limits to be maintained by the Contractor (inclusive of any amounts provided by an umbrella or excess policy) shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (designated Project or Premises) endorsement (ISO Form CG 25 01) to a Commercial General Liability Policy with the minimum amounts stated in the Required Limits of Insurance (Form 100-87).
 - (c) The Contractor shall continue to maintain Products/Completed Operations Coverage for a period of three (3) years after the contract completion date. The insurance shall cover those sources of liability which would be covered by the latest occurrence form edition of Coverage A of the Commercial General Liability Form (ISO Form CG 00 01) or Coverage A of the occurrence form Products/Completed Operations Liability Coverage Form (ISO Form CG 00 37), as filed for use in the State of Florida by the Insurance Services Office, without restrictive endorsements. The minimum limits to be maintained by the Contractor (inclusive of any amounts provided by an umbrella or excess policy) shall be the amounts stated in the Required Limits of Insurance (Form 100-87).
 - (d) Contractor agrees it's coverage will not contain any restrictive endorsement(s) excluding or limiting Products/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability, Cross Liability or Separation of Insured's. The Contractor agrees that any self-Insured Retention or deductible shall not exceed \$25,000.
- (3) Business Auto Policy:
- (a) The Contractor's insurance shall cover the Contractor for those sources of liability which would be covered by Part IV of the latest occurrence edition of the standard Business Auto Policy (ISO Form CA 00 01), including coverage for liability contractually assumed, as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-

SECTION V.: INSURANCE AND BOND (... Continued)

owned and hired autos.

- (b) The minimum limits to be maintained by the Contractor (inclusive of any amounts provided by an umbrella or excess policy) shall be the amounts stated in the Required Limits of Insurance (Form 100-87).
- (4) Protection for Owner Coverage:
 - (a) The Contractor shall provide the Owner with an Owner's and Contractor's Protective Liability Policy (OCP Policy). If the Contractor is unable to procure the minimum amounts of insurance in a single policy, the Contractor may provide the minimum limits through a combination of a primary OCP policy and one or more excess policies. The policy or policies shall cover the Owner for all sources of liability which would be covered by the latest occurrence edition of the standard Owner's and Contractor's Protective Liability Coverage Form, Coverage for Operations of Designated Contractor (ISO Form CG 00 09), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements.
 - (b) The Owner shall also be a named an unconditional insured on the OCP Policy and, if applicable, the excess policy or policies. This coverage extends to any act or omission by the Owner, its employees, directors, and agents related to this project. The policy or policies shall be endorsed to include the Owner's officials, officers, agents and employees as insured's. The policy or policies shall include the Contractor and the Contractor's subcontractors of every tier as the contractor designated in the declarations. The coverage is not meant to waive any limits set by Section 768.28, Florida Statutes.
 - (c) The minimum OCP Policy limits per occurrence and if subject to an aggregate, annual aggregate to be provided by the Contractor (inclusive of any amounts provided by excess policies) shall be the same as the amounts shown in the Required Limits of Insurance (Form 100-87) as the minimum per occurrence and general policy aggregate limits respectively required for the Commercial General Liability Coverage. The limits afforded by the OCP Policy and any excess policies shall apply only to the Owner and the Owner's officials, officers, agents and employees and only to claims arising out of, or in connection with, the Work under this contract.
 - (d) The OCP Policy and, if applicable, the excess policy or policies, must be specifically endorsed to provide the Owner with 45 days' written notice of cancellation, non-renewal or restriction.
 - (e) As an alternative to the OCP policy, the Contractor may include the Owner and the Owner's officials, officers, agents, consultants

SECTION V.: INSURANCE AND BOND (... Continued)

and employees as Additional Insured's on the Commercial General Liability Coverage required pursuant to Subparagraph "c.2". If the Additional Insured alternative is selected, the coverage afforded such Additional Insured's shall be no more restrictive than that which would be afforded by adding the Owner and the Owner's officials, officers, agents, consultants and employees as Additional Insured's using the latest Additional Insured - Owners, Lessees or Contractors (Form B) endorsement (ISO Form CG 2010). Certificate of Insurance Compliance shall be clearly marked to reflect use of this alternative.

(5) Property Insurance:

- (a) If the contract includes construction of, or additions to aboveground buildings or structures, Contractor shall provide all risk Builder's Risk Insurance on a form which is no more restrictive than that afforded by the latest editions of Insurance Services Office Forms CP 00 20 and CP 10 30. If the contract does not include construction of, or additions to aboveground buildings or structures but does involve the installation of machinery or equipment, Contractor shall provide an all risk installation Floater including installation and transit.
- (b) For Builder's Risk, the amount of insurance is to be 100 percent of the completed value of such addition(s), building(s) or structure(s). For Installation Floater, the amount of insurance is to be 100 percent of the installed replacement cost value. For Builder's Risk, the recovery shall be based on completed replacement cost. For Installation Floater, the recovery shall be based on the installed replacement cost.
- (c) The Builder's Risk Policy must be specifically endorsed to eliminate any "occupancy clause" or similar warranty or representation that the building(s), addition(s) or structure(s) in the course of construction shall not be occupied without specific endorsement of the policy. The policy must be endorsed to provide that, subject to the notice of cancellation requirement, the Builder's Risk coverage will continue to apply until final acceptance of the building(s), addition(s) or structure(s) by the Owner. The Installation Floater Policy must be specifically endorsed to provide that, subject to the notice of cancellation requirement, the policy shall remain in force until final acceptance of the machinery or equipment by the Owner.
- (d) The maximum deductible shall be \$5,000.00 per occurrence.
- (e) The Owner must be included as a named insured for any liability arisen from its acts relating to the project.
- (f) The policy must be specifically endorsed to provide the Owner with 45 days' written notice of cancellation, non-renewal or

SECTION V.: INSURANCE AND BOND (... Continued)

restriction.

- (g) If the contract includes construction of, or additions to, aboveground buildings or structures which are located in a special flood hazard area as defined by the National Flood Insurance Program, flood insurance must be afforded for the lesser of the total insurable value of such buildings or structures, the maximum amount of flood insurance coverage available under the National Flood Program or, the total compensation due Contractor under the contract. If the contract does not include construction of, or additions to, aboveground buildings or structures but does include the installation of machinery or equipment in a building or structure which is located in a special flood hazard area as defined by the National Flood Insurance Program, flood insurance must be afforded for the lesser of the total insurable value of the machinery or equipment or the maximum amount of flood insurance coverage available under the National Flood Program.
- d. The insurance provided by Contractor pursuant to this contract shall apply on a primary basis and any other insurance or self-insurance maintained by the Owner or an Owner's official, officer, agent or employee shall be excess of and not contributing with the insurance provided by or on behalf of the Contractor.
- e. Except with respect to the Property Insurance, the coverage maintained by the Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention.
- f. Compliance with the insurance requirements of this contract shall not limit the liability of the Contractor, its subcontractors, employees, or agents to the Owner or others. Any remedy provided to the Owner or the Owner's officials, officers, agents and employees by the insurance shall be in addition to and not in lieu of any other remedy available under this contract or otherwise.
- g. Indemnification.
 - (1) The Contractor shall indemnify, defend and hold harmless the JPA, its employees and elected officials, from all liabilities, damages, losses, costs and expenses of whatsoever kind or nature, including, but not limited to, reasonable attorney's fees, reasonable expert witness fees and court costs (all of which are collectively referred to as "Damages") to the extent such Damages are caused by the negligence, recklessness or intentional wrongful conduct of the Contractor and/or persons employed or utilized by the Contractor in the performance of this Agreement.
 - (2) In any and all claims against the Owner or its members, directors, officers, employees, representatives and agents by any employee of the Contractor, any subcontractor, anyone directly or indirectly

SECTION V.: INSURANCE AND BOND (... Continued)

employed by any of them or anyone for whose acts any of them may be liable, this indemnification under this Sub-article "g." shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

- (3) In addition to those indemnities previously described, the obligations of the Contractor under this Sub-article "g." shall extend to the liability of the Consultant or Consultants, if any, on this Project, and the Consultant's members, directors, officers, employees, representatives or agents in the same manner as applicable to the Owner. Provided, however, the obligations of the Contractor under this Sub-article "g." shall not extend to the liability of the Consultant, its members, directors, officers, employees, representatives or agents arising out of: 1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or 2) the giving of or the failure to give directions or instructions by the Consultant, its members, directors, employees, representatives or agents provided such giving or failure to give is the primary cause of the injury or damage.
- (4) The remedy provided to the Owner and the Consultant and their respective members, directors, officers, employees, representatives and agents by this indemnification shall be in addition to and not in lieu of any other remedy available under this contract or otherwise. This indemnification obligation shall not be diminished or limited in any way to the total limits of insurance required in this contract or otherwise available to Contractor or any sub-contractor.
- (5) To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Owner its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to all fees and charges of engineer(s), architect(s), attorney(s) and other professional(s), court costs, or other alternative dispute resolution costs arising out of, resulting from, or otherwise but for the performance or furnishing of Proposer's work or services under this Invitation to Bid; provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, death or personal injury, or property damage, including the loss of use or diminution in value resulting there from; but only to the extent caused in whole or in part by the actual or alleged negligent acts, errors, or omissions of Contractor, Contractor's Subcontractor(s) or anyone directly or indirectly employed or hired by Contractor, or anyone for whose acts Contractor may be liable. The Owner reserves the right, but not the obligation, to participate in defense without relieving Contractor of any obligation hereunder.

SECTION V.: INSURANCE AND BOND (... Continued)

h. Contractor's Pollution Liability

- (1) As evidence of compliance with the insurance required by Paragraph "c.", Subparagraphs 6 (Contractor's Pollution Liability), the Contractor shall furnish the Owner with a Certificate of Insurance Compliance (Form 101-87) signed by an authorized representative of the insurer(s) providing the coverage. The Contractor agrees the policy shall include a minimum three (3) year Discovery (tail) reporting period, and a retroactive date that equals or precedes the effective date of the Contract, or the performance if Work hereunder. This coverage can be provided on a Per-Project basis.

2. Surety Bonds.

- a. General. All bonds shall be written through a reputable and responsible Surety bond agency licensed to do business in the State of Florida and with a Surety company or corporation meeting both Subparagraphs (1) and (2) below. All bonds, including bid bonds and contract bonds shall have affixed to them a certified copy of current Power of Attorney of the Attorney-in-Fact who executed the bond on behalf of the Surety. Bond requirements in excess of \$500,000, including bid bonds and contract bonds, shall be written with a Surety company meeting the specifications of both Subparagraphs (1) and (2). In the event the bond requirement does not exceed \$500,000, bonds written with a Surety company meeting either a) the requirements of Subparagraphs (1) and (2) or, alternatively, b) the requirements of Subparagraph (3) shall be acceptable.

- (1) Having a minimum rating in the latest revision of Best's Insurance Reports of:

Contract Amount	Policyholder	Financial
Under \$250,000	B+	Class III
\$250,000.01 to \$2,500,000	B+	Class IV
\$2,500,000.01 to \$5,000,000	A-	Class IV
Over \$5,000,000.01	A	Class V

- (2) Holding a current certificate of authority as acceptable Surety on federal bonds in accordance with U. S. Department of Treasury, Circular 570, current revision. If the amount of the bond exceeds the underwriting limitations set forth in the Circular, in order to qualify, the net retention of the Surety Company shall not exceed the underwriting limitation in the Circular and the excess risk must be protected by co-insurance, reinsurance, or other methods. Further, the Surety Company shall provide the Owner with evidence satisfactory to the

SECTION V.: INSURANCE AND BOND (... Continued)

Owner that such excess risk has been protected in an acceptable manner.

- (3) In the event the bond requirement does not exceed \$500,000, bonds with a Surety Company in compliance with the following requirements shall be acceptable:
 - (a) The Surety Company holds a certificate of authority authorizing it to write Surety bonds in Florida.
 - (b) The Surety Company has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued.
 - (c) The Surety Company is otherwise in compliance with the provisions of the Florida Insurance Code.
 - (d) The Surety Company holds a currently valid certificate of authority issued by the United States Department of the Treasury under Section 9304 to 9308 of Title 31 of the United States Code.

In order to qualify as an acceptable Surety Company under this Subparagraph (3), a Certificate and Affidavit for Surety Bond Insurer (Form CASBI included in the contract documents) shall be executed by an officer of the Surety bond insurer as evidence that a Surety Company is in compliance with the foregoing requirements and shall be submitted with the bond.

- b. Agent. The name of the agent for the Surety Company shall be listed in the prescribed space on both the bid bond and the contract bond.
- c. Bid Bonds. Refer to "Supplemental Instructions to Bidders," Article 6 "Bid Guaranty." Provisions of this Article apply to bid bonds. Surety's standard bond form for State of Florida is acceptable.
- d. Contract Bonds. The Contractor, at its own expense, shall furnish a Performance Bond, and a Statutory Payment Bond as security for the faithful performance under the contract documents. The bonds shall be in an amount at least equal to the contract price, in the form provided in these contract documents, and with such Surety as is acceptable to the Owner. Such bonds shall indemnify the Owner for damages associated with unexcused late delay of the project.
- e. Additional Bond. It is further mutually agreed between the parties hereto that if, at any time during the contract period, the Surety or Sureties upon the bonds ceases to meet the specified minimum criteria or otherwise become financially unsatisfactory, or if for any reason, such bond ceases to be adequate to cover the performance of the Work, the Contractor shall immediately, and at its expense, furnish an additional bond or replacement bond in such form, amount, and with such Surety or Sureties as shall be satisfactory. In such event, no further payments to the Contractor shall be deemed to be due under this contract until such new or additional security

SECTION V.: INSURANCE AND BOND (... Continued)

for the faithful performance of the Work shall be furnished in manner and form satisfactory to the Owner.

SPECIAL CONDITIONS

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SPECIAL CONDITIONS

The "General Conditions," Section I through Section V, and the articles of this section shall apply to the Contractor and all Subcontractors. The "Special Conditions" supplement and/or amend the "General Conditions" and other contract documents as necessary for this project. Any article, paragraph, or subparagraph in the "General Conditions" or other contract documents not so supplemented or amended by this section shall remain in effect.

1. Time for Completion

The Contractor shall totally and finally complete all work not later than **90** calendar days after receipt of Notice to Proceed.

2. Liquidated Damages

- a. The parties agree that at the time of entering into this Agreement the parties cannot determine the precise amount of damages that JAXPORT will suffer in the event Contractor is unable to perform its obligations under this Agreement. The parties agree that the damages suffered by JAXPORT under such circumstances are uncertain and difficult to ascertain. Therefore, the parties agree that this sum is fair and reasonable and represents liquidated damages and is not a penalty.
- b. Should the Contractor or, in case of its default, the Surety fail to complete the work within the time stipulated in the contract, or within such extra time as may have been granted by the Owner, the Contractor or, in case of its default, the Surety shall pay to the Owner not as a penalty but as Liquidated Damages the amount so due as determined below.
- c. For each calendar day that any part of the work remains uncompleted after the expiration of the contract time, the sum per day specified below shall be deducted by the Owner from monies due the Contractor, not as a penalty but as agreed Liquidated Damages representing loss to the Owner for additional cost of contract administration, inconvenience and additional cost of operations only due the Owner as a result of the Contractor's late completion. If no money is due the Contractor, the Owner shall have the right to recover said sum or sums from the Contractor, from the Contractor's Surety, or from both. The assessment of Liquidated Damages shall be in addition to actual damages or claims to the Owner except for inconvenience, administrative costs, and additional costs of operation.
- d. Liquidated Damages for failure to complete the work within the time specified for the completion of the work shall be:

\$904 per calendar day
- e. Permitting the Contractor to continue and to finish the work, or any part of it, after the expiration of the contract time allowed including extensions of time granted to the Contractor shall, in no way, act as a waiver on the part of the Owner, of the Liquidated Damages due under the contract.

-
- f. In case of default of the contract and the completion of the work by the Owner, the Contractor and its Surety shall be liable for the Liquidated Damages and delay under the contract, but no Liquidated Damages shall be chargeable for any delay in the final completion of the work by the Owner due to any unreasonable action or delay on the part of the Owner.

3. Warranty

The Contractor agrees to correct or replace any defective materials or workmanship for a period of **1 Year** from execution of Certificate of Contract Completion and Contractor's Affidavit to Owner. The Technical Specifications may require a longer warranty period for all or portions of the Work.

4. Permits

The Contractor shall secure permits and licenses as specified in paragraph "f" of the "Contractor's Responsibility" section of the "General Conditions". The Owner will obtain State and Federal permits for permanent construction, and has applied for Federal and State dredge and fill permits and other local permits for this project, if applicable.

The Contractor shall obtain the City Building Permit and any permits required for the construction of temporary structures, and temporary dredging and filling which may be necessary to facilitate its construction scheme and operations.

5. Owner's Minimum Project Work Rules

See FORM PWR

6. Existing Soil Conditions

The Owner has, for its own use, made borings at or near the site of the Work. Any boring data shown in these contract documents is presented only as information which indicates certain conditions found and limited to the exact locations and on the dates indicated. Any interpretations or conclusions drawn by the Contractor from such data shall be its own and the Owner makes no representation or guarantee concerning the accuracy or completeness of such data. The Contractor shall be responsible for making its own determination of subsurface conditions prior to bidding and shall not assume that any of the aforesaid boring data will necessarily be found or maintained.

7. Site Conditions

The Contractor shall visit the location of the Work and make such investigations of existing conditions above or below the surface of the ground as it may deem necessary for the proper and timely performance of its work, including but not limited to field measurements, soil investigations, laydown areas, interferences and general logistics. No oral representations by any persons regarding such

conditions either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.

8. Structure over Navigable Waters

Where structures are erected in, adjacent to, or over navigable waters, the Contractor shall observe all regulations and instructions of Federal and other authorities having control over such waters. The Contractor shall not obstruct navigation channels without permission from the proper authority and shall provide and maintain navigation lights and signals in accordance with the Federal requirements for the protection of the structure, or falsework, and of navigation.

9. Welding, Burning, and Hot-work Regulations

The U. S. Coast Guard requires JAXPORT to maintain "welding and hot-work" permits valid for 3-year periods that allow JAXPORT and its Contractors to complete any such work on its marine terminal docks. The area of the terminal covered by this program extends landward from the face of the wharf 150 feet. Beyond 150 feet is covered by rules and regulations of the Jacksonville Fire Marshal's Office, and does not require permitting.

- a. The Contractor must contact the designated JAXPORT terminal representative who will inspect the project area in accordance with, and issue the JAXPORT Cutting-Welding-Hot-work Authorization Form.
- b. Once JAXPORT representative has issued the Authorization Form, he will give the Contractor a copy of the U. S. Coast Guard permit, which must be posted by the Contractor in the vicinity of the Contractor's project.
- c. After receiving the completed Authorization Form and posting the U. S. Coast Guard permit in the job area, the Contractor must then contact the U. S. Coast Guard Marine Safety Office, Jacksonville, FL, supplying the following information:
 - (1) U. S. Coast Guard Hot-work permit number
 - (2) The types of hot-work to be accomplished
 - (3) The exact location of the hot-work at the facility.
 - (4) Anticipated duration of the hot-work
 - (5) Type and location of any dangerous cargo on the facility.
 - (6) Name/phone number of the point of contact at the facility.
 - (7) The name of the Contractor.
- d. The Marine Safety Office of Jacksonville will issue a reference number allowing the Contractor to use the JAXPORT Welding and Hot-work Permit" for up to a period of 7 days.
- e. Steps a. through d. must be repeated each 7-day period thereafter until the welding and hot-work portions of the contract is complete.

It is the Contractor's responsibility to comply with all federal, state and local laws.

10. Tax Savings Program, General.

Goods and services purchased directly by the Contractor are subject to all State and/or local taxes. All items, materials, supplies and/or equipment incorporated and/or used in the construction of the project and paid for by the Contractor are, consequently, subject to all applicable taxes.

It is the Contractor's sole responsibility to incorporate any and all applicable taxes into the bid proposal including all railroad materials and equipment for this project without regard to the optional purchasing procedures hereinafter defined. JAXPORT is not a Railroad Company or Railroad Operator, therefore the railroad tax exemption rules do not apply to JAXPORT.

JAXPORT Tax Exemption

Chapter 212 of the Florida Statutes, however, provides JAXPORT with an exemption from the payment of sales taxes for all procurements made directly by JAXPORT.

This section contains the specific administrative and/or purchasing procedures that the Contractor shall follow for the purpose of facilitating JAXPORT's procurement of major items to the extent that JAXPORT may so elect and thereby obtain any benefit that may accrue to JAXPORT from the sales tax exemption permitted by the Florida Statutes.

Administrative and/or Purchasing Procedures.

The following procedures are hereby established to permit JAXPORT to purchase in its own name and for its own account some of the items, equipment, materials and supplies which will form part of the work for which the Contractor is obligated to construct under this contract.

Within a period of time that will not adversely impact the orderly progression of the Project, agreed upon by both JAXPORT and Contractor following notice of contract award, the Contractor shall prepare and submit to the Project Manager an itemization of all items, materials, supplies and/or equipment that will be incorporated into this Project for which the Contractor has a firm quotation and as hereinafter specified. If the Contractor does not have a firm quotation for any items at the time the initial list is prepared, the Contractor shall update the previously submitted list immediately upon obtaining the necessary quotation.

This list shall include all items identified on the plans or in the "Products" section of each Technical Specification that individually or collectively cost \$10,000 or more and would normally be ordered from one supplier under a single Purchase Order. Items that are purchased on an "as needed" basis over time under multiple Purchase Orders, each of which are less than \$10,000, may be excluded from this list even though the aggregate total cost of all items in this category exceeds the \$10,000 minimum.

- a) The list must contain the following:

-
1. A description of item, material, supplies and/or equipment to be procured. This description shall be by common name and be referenced to the technical specification and CSI code under which it is defined.
 2. The quantity of the item, material, supplies and/or equipment to be procured, the unit cost applicable to each, and the appropriate State of Florida and local (Duval County) sales tax rate in which the procurement is delivered.
- b) Within five (5) working days following receipt of the proposed purchasing list or supplemental firm quotation from the Contractor, the Project Manager will notify Contractor of JAXPORT's decision as to which items will be purchased directly by JAXPORT.
- c) Purchase Orders for the selected items will be requested from the Purchasing Department using the Contractor's Letter of Quotation to identify the Vendor name, Contractor, and Not to Exceed amount of Purchase Order. Each Purchase Order will be assigned a number based on the project number and sequence number of Purchase Orders issued.

It shall be understood by the Contractor that these Purchase Order Forms will be issued for the sole and specific purpose of procuring the selected items for incorporation in the Work for which the Contractor is obligated to construct under this contract.

- d) Purchase Orders issued with Letter of Quotation attached, will be forwarded by Project Manager to Contractor with request to complete Purchase Order as to item(s) ordered, delivery instructions, and signature of Contractor.

The Purchase Order, however, shall omit any Florida State or local sales tax. In lieu thereof, JAXPORT's Consumer's Certificate of Exemption No. 85-8012543323C-8 shall be attached to the Purchase Order prior to distribution.

Each Purchase Order shall be completed and countersigned by the Contractor. The Contractor shall be responsible for assuring that the requirements for the procurement, as detailed on the plans and in the Technical Specifications, are satisfied.

- e) Contractor will then return the completed Purchase Order(s) to JAXPORT for countersignature by the Project Manager approving purchase as to conformity to specifications; and to the Purchasing Department for countersignature by the Purchasing Manager.
- f) After obtaining all signatures, the Project Manager shall simultaneously distribute the original to the Vendor or supplier with copies to the Purchasing Department, the Contractor, and the Finance Department.
- g) The Contractor and Owner agree that it is to their mutual benefit that prosecution of the Work proceed with due diligence and without interruption. Vendors of selected items shall therefore make deliveries as directed by the Contractor, when needed, to enable the Contractor to perform his scheduled obligations.

-
- h) JAXPORT and Contractor agree that the Contractor will receive, receipt for, inspect, accept and to the extent necessary, unload, store, and protect the selected items at either the jobsite or other place as the Contractor may deem appropriate until brought to the worksite by the Contractor.

The Contractor shall accept delivery of selected items from the appropriate Vendor as conforming to both the terms and conditions of the Purchase Order and applicable Technical Specifications.

- i) Upon receipt of an invoice for selected items delivered, the Contractor will write on the face of the invoice that it is "okay for payment", sign, and date invoice. The invoice is then submitted in E-Builder to JAXPORT's Project Manager for authorization for payment.
- j) Upon receipt of a properly approved invoice, JAXPORT shall pay the Vendor of the selected items the amount due as defined by the Purchase Order but without any Florida State or local sales tax.

Where the Contractor has special terms with a Vendor to receive a discount if paid within a 10, 30 days' time and if the invoice is received within that time frame, invoices will be processed and the discount taken of which JAXPORT will receive the benefit. The Contractor will be advised by mail when an invoice is forwarded to the Finance Department for payment and the amount to be paid, showing discounts taken by JAXPORT, if any. Otherwise, invoices will be paid within 30 days from date on invoice.

- k) In preparation of its Monthly Progress Payment request, the Contractor shall show on Line 3 of the Application for Payment the total amount of purchase orders issued under this Tax Savings Program. On Line 4 of the Application for Payment, the Contractor will show the amount of tax savings. Line 5 of the Application is the total of Lines 3 and 4.
- l) An adjustment shall be summarized by reporting at the end of the contract and a Change Order to the contract will be made to close out any remaining balances on purchase orders based on the total of payments against each purchase order made for selected items, plus the total sales tax computed. A final reconciliation change order will be issued on all tax savings purchase orders remaining balances based on payments plus sales tax.
- m) Notwithstanding JAXPORT's payment for selected items, as provided for above, the Contractor assumes full responsibility for any change in price and liability associated with selecting and ordering the proper quantity and type of materials and equipment for scheduling the appropriate delivery date, selection of the appropriate Vendor or supplier, the correctness of the Purchase Order and receipt report and the storage, delivery, and protection of the equipment and/or material.
- n) The Contractor shall use Owner approved Purchase Orders only for purchasing goods, equipment, materials and supplies previously designated or selected by JAXPORT. The Contractor shall immediately notify and consult with JAXPORT relative to any change or modification to any previously approved selected

item(s). The Contractor shall account for every Purchase Order including those voided for any reason, and shall return all voided and unused Purchase Order Forms prior to the final contract payment.

- o) If the Contractor enters into one or more subcontracts with respect to any portion of the Work, the Contractor will require that each subcontractor allow, under the terms of their respective subcontracts, JAXPORT to purchase selected item(s) in the same manner as provided above with respect to the Contractor.

The Contractor shall sign all Purchase Orders for selected item(s) required by the subcontractor to complete the portion of the Work required by the subcontract.

11. Progress Photographs

Monthly Applications for Payment (see Article 16 of the "General Conditions") shall be accompanied by not less than 5 color photographs, approximately 3 inches by 5 inches in size showing current status of various areas and components of the Project. Photographs are to be mounted in report form with descriptive captions, and sequentially numbered and uploaded in E-Builder as an attachment to each AFP. The Progress Photograph Report shall contain the following certification on its front cover which requires signature of the Contractor's responsible official.

**THIS IS TO CERTIFY THAT THE ATTACHED PHOTOGRAPHS
ACCURATELY REPRESENT THE ACTUAL STATUS AND
CONDITION ON [DATE] OF THE
 [CONTRACT TITLE] BEING
CONSTRUCTED FOR THE JACKSONVILLE PORT AUTHORITY
UNDER CONTRACT NO. [CONTRACT NO.] .**

FIRM: _____

SIGNATURE: _____

NAME TYPED: _____

TITLE: _____

DATE: _____

REQUIRED LIMITS OF INSURANCE

The minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy) shall be as follows:

1. WORKERS' COMPENSATION/EMPLOYERS' LIABILITY

Part One - There shall be no maximum limit (other than as limited by the applicable statute) for liability imposed by the Florida Workers' Compensation Act, the Longshoremen's and Harbor Workers' Compensations Act or any other coverages required by the contract documents which are customarily insured under Part One of the standard Workers' Compensation Policy.

Part Two - The minimum amount of coverage for those coverages required by the contract documents which are customarily insured under Part Two of the standard Workers' Compensation Policy shall be:

- \$1,000,000 (Each Accident)
- \$1,000,000 (Disease-Policy Limit)
- \$1,000,000 (Disease-Each Employee)

NOTE: If the project is to be accomplished on the face of the wharf, the concrete area where crane rails are located to the edge of the wharf and underneath the wharf (piling, deck repairs, etc.) the Longshoremen's and Harbor Workers' Compensation will be required.

2. COMMERCIAL GENERAL LIABILITY

The limits are to be applicable only to work performed under this contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 01) to a Commercial General Liability Policy with the following minimum limits:

General Aggregate	Three Times the Each Occurrence Limit
Products/Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury, Each Occurrence	\$1,000,000
Fire Damage (any one fire)	Nil
Medical Expense (any one Person)	Nil

3. BUSINESS AUTO POLICY

Each Occurrence - Bodily Injury and Property Damage Liability Combined	\$1,000,000
Annual Aggregate (applicable only if Contractor's form of insurance is subject thereto)	Three Times the Each Occurrence Limit

4. POLLUTION LIABILITY

\$1,000,000, with maximum deductible or self-insured retention in an amount not exceeding \$100,000. Any deductible or self- insurance retention should be indicated on the Proposer's certificate of insurance.

Contractors Pollution Liability coverage will be required for any Environmental/Pollution related services including but not limited to testing, design, consulting, analysis, or other consulting work, whether self-performed or subcontracted, contractor will also maintain Contractor's Pollution Liability coverage. Such coverage will include bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed; defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; coverage for losses caused by pollution conditions that arise from the operations of the contractor. The Jacksonville Port Authority shall be named as additional insured.

5. CONTRACTOR'S LIABILITY

Contractor shall obtain Marine Contractors Liability coverage for property damage to marine structures with applicable sub-limits, or equivalent policy form to cover the course of construction in the amount of the completed value or full insurable value.

If this contract includes construction of or additions to above ground buildings or structures, Contractor shall provide Builder's Risk insurance with the minimum amount of insurance to be 100 percent of the completed value of such addition(s), building(s) or structure(s). If the contract does not include construction of or additions to above ground buildings or structures but does involve the installation of machinery or equipment, Contractor shall provide an Installation Floater with the minimum amount of insurance to be 100 percent of the completed value of such addition(s), building(s), or structure(s).

Prior to commencing work, Contractor shall furnish JAXPORT Risk Manager with:

Certificates of Insurance;
Additional Insured Endorsement;
General Liability primary and non-contributory endorsement;
Waiver of Subrogation for Workers' Compensation, Marine General Liability, and
Business Auto Liability, executed by a duly authorized representative of each
insurer, showing compliance with the insurance requirements set forth.

Contractor waives all rights against JAXPORT and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by any of the policies of insurance maintained pursuant to this Subcontract.

Cross-Liability Coverage. If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

Subcontractor's' Insurance. Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified in this agreement. When requested by Owner, Contractor shall furnish to Owner copies of certificates of insurance evidencing coverage for each subcontractor

No Representation of Coverage Adequacy. By requiring the insurance as set out in this Agreement, Owner does not represent that coverage and limits will necessarily be adequate to protect Contractor, and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities provided to Owner in this Subcontract.

If the Contractor/Subcontractor/Architect/Consultant maintains broader coverage and/or higher limits than the minimums shown above, the Owner requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor/Subcontractor/Architect/Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Owner.

CERTIFICATE OF INSURANCE COMPLIANCE

ADDRESSEE

Jacksonville Port Authority
Post Office Box 3005
Jacksonville, FL 32206-0005
Attn: Engineering Services
Contract Specialist

NAME INSURED

Name and Address of Insured:

By executing this Certificate of Insurance Compliance, the undersigned warrants to the addressee that: (1) the undersigned is an authorized representative of the insurers identified in the certificate, (2) the policies or binders described in the certificate have been issued to the above named insured and are in force at this time, (3) the policies or binders as issued provide coverage in full compliance with the insurance requirements contained in the contract documents for the above referenced project with the minimum limits of coverage as specified in the Required Limits of Insurance (Form 100-87) and the contract documents, and (4) the policies or binders will not be changed, cancelled, non-renewed, or renewed with more restrictive terms and conditions so as to affect this certificate until at least forty-five (45) days after written notice of such change, cancellation or nonrenewal has been received by the addressee.

DESCRIPTION OF INSURANCE POLICIES SUBJECT TO THIS CERTIFICATE

Complete the following section for each of those coverages for which the undersigned is making the above warranty. The sum of the limits shown for the primary and excess insurers must equal or exceed the minimum limits required by the contract.

Employer's Liability/Workers' Compensation Limits	Primary Issuer ID: _____	First Excess ID: _____	Second Excess ID: _____
Part One	\$ _____	\$ _____	\$ _____
Part Two (Each Accident	\$ _____	\$ _____	\$ _____
Disease-Policy Limit	_____	_____	_____
Disease-Each Employee	\$ _____	\$ _____	\$ _____

Longshoremen's and Harbor Workers' Compensation	Primary Issuer ID: _____	First Excess ID: _____	Second Excess ID: _____
	\$ _____	\$ _____	\$ _____

Commercial General Liability Limits	Primary Issuer ID: _____	First Excess ID: _____	Second Excess ID: _____
General Aggregate	\$ _____	\$ _____	\$ _____
Products/Completed Operation Aggregate	\$ _____	\$ _____	\$ _____
Personal and Advertising Injury, Each Occurrence	\$ _____	\$ _____	\$ _____
Body injury and property damage	\$ _____	\$ _____	\$ _____
Fire damage (any one fire)	\$ _____	\$ _____	\$ _____
Medical expense (any one person)	\$ _____	\$ _____	\$ _____

Business Auto Liability Limits	Primary Issuer ID: _____	First Excess ID: _____	Second Excess ID: _____
Each Occurrence	\$ _____	\$ _____	\$ _____
Annual Aggregate	\$ _____	\$ _____	\$ _____

Protection for Owner's Liability Limits	Primary Issuer ID: _____	First Excess ID: _____	Second Excess ID: _____
Each Occurrence	_____	_____	_____
Annual Aggregate	_____	_____	_____
Or Commercial General Liability Coverage Contains the Described Additional Insured Endorsement YES____ NO____			

Property Insurance Risk	Primary Issuer ID: _____	First Excess ID: _____	Second Excess ID: _____
Builder's Risk	_____	_____	_____
Installation Floaters	_____	_____	_____
Railroad Protective Liability Coverage	_____	_____	_____

POLICY AND INSURER INFORMATION

ID	Name of Insurer	Policy Number	Expiration Date	Best's Rating	Authorized in Florida (Y/N)?

Authorized Representative's Name: _____
(Print and then sign)

Date: _____

Name of Insurance Company: _____

Address of Insurance Company: _____

JACKSONVILLE PORT AUTHORITY

SUMMARY AND CERTIFICATION
APPLICATION FOR PAYMENT NO.

PROJECT NAME:

PROJECT LOCATION:

JPA CONTRACT NO: MC-1859B

CONTRACTOR:

APPLICATION PERIOD:

TO:

DATE:

A/E PROJECT NO.:

1. ORIGINAL CONTRACT SUM.....	\$
2. MODIFICATION BY CHANGE ORDERS	\$
3. LESS: Purchase Orders issued by JPA for material selected for tax savings.....	\$
4. LESS: State and Local Tax savings on material purchase orders.....	\$
5. LESS: TOTAL PURCHASE ORDERS & TAX SAVINGS.....	\$
(Line 3 plus Line 4)	
6. CURRENT CONTRACT VALUE.....	\$
7. TOTAL COMPLETED & STORED TO DATE.....	\$
8. RETAINAGE WITHHELD:	
_____ % of Completed Work	
_____ % of line 7).....	\$
10. TOTAL EARNED LESS RETAINAGE WITHHELD.....	\$
11. LESS PREVIOUS PAYMENTS RECEIVED.....	\$
12. AMOUNT DUE THIS PAYMENT.....	\$

SUMMARY OF APPROVED CHANGE ORDERS			SUMMARY TAX SAVING'S PURCHASE ORDERS			CONTRACTOR'S CERTIFICATION
<u>No.</u>	<u>Date Appd.</u>	<u>Value (+ -)</u>	<u>No.</u>	<u>Date Appd.</u>	<u>Value (+ -)</u>	
						The undersigned CONTRACTOR certifies that: (1) all items and amounts shown above are correct; (2) all Work performed and materials supplied fully comply with the terms and conditions of the Contract Documents; (3) all previous progress payments received from JAXPORT on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment; (4) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to JAXPORT at time of payment free and clear of all liens, claims, security interests and encumbrances; and (5) if applicable, the CONTRACTOR has complied with all provisions of Article V of the Specification documents including the payment of a pro-rata share to JSEB, MBE, WBE, DBE and/or SBA Firms of all payments previously received by the CONTRACTOR.
TOTALS: \$			TOTALS: \$			
=====			=====			

BY THE OWNER'S CONSULTANT

I hereby certify that, to the best of my knowledge, and belief, based in part on actual site observations, the Contractor has satisfactorily completed the work represented in this Application for Payment in accordance with requirements of the contract documents, and payment of the current amount due to the Contractor is recommended.

Firm:-_____

By:-_____

Title: Date:_____

JPA APPROVAL FOR PAYMENT

By:_____

Date:_____

Project Acct.:_____

FORM AFP-1

State of Florida, County of Duval

Subscribed and sworn to **before me this**

_____ day of _____ 20_____ -

By:_____ -

Title:_____ Date:_____

who is/are personally known to me or has/have produced
_____ (type of identification)

as identification.

Notary Signature:_____ -

Commission No.:_____ -

(Name of Notary typed,

Printed or Stamped)

My Commission Expires: _____ -(SEAL ABOVE)

REVISED 11/01/2022

R/08/06

CONTINUATION SHEET							FORM AFP-2	REV 10/2013
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FORM AFP-2 REV 10/2013

CONTRACTOR NAME:

APPLICATION NO:

CONTRACTOR'S CONTRACT NO:

APPLICATION DATE: _____

PROJECT NAME:

DATE OF NOTICE TO PROCEED:

PERCENT OF TIME USED TO DATE:	%	PERCENT COMPLETE TO DATE:	%
-------------------------------	---	---------------------------	---

[illegible]

CHANGE ORDERS ISSUED TO DATE

[illegible]

SUMMARY LINE ITEM DEDUCTIONS FOR TAX SAVINGS PURCHASE ORDERS ISSUED AND PAID TO DATE REPORT

A	B	D	E	F	G	H	I	J	K	L
DATE	TOTAL #	SUB-TOTAL	TOTAL	TOTAL	VENDORS PAID TO DATE	TOTAL	TOTAL	BALANCE	% OF	
OF	OF TSPOs	MATERIAL TSPOs ISSUED -	ESTIMATED	TAX SAVINGS	PREV. PERIOD	THIS PERIOD	SALES	MATERIALS & TAXES	TO FINISH	PURCHASED
REPORT	ISSUED TO	SCHEDULED	SALES	P.O.			TAX	RECEIVED AND	(F - J)	MATERIALS
	DATE	VALUE	TAX	DEDUCTION			DEDUCTION	STORED TO DATE		COMPLETED
		DEDUCT		(D + E)			TO DATE	(G + H + I)		(J - F)
		(\$)								
		TOTALS (SEE TSPO REPORT)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
									FORM AFP-2	REV 10/2013

FORM AFP-2	REV 10/2013
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MC-1859B
Request for Information

Date Created: _____

Answer Company

Answer By

Author Company

Authored By

Co-Respondent

Author RFI Number

Subject

Discipline

Category

Question

Date Required

Submitted By: _____

Date: _____

Suggestion

Answer

Date Answered:

Submitted By: _____

Date: _____

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement is entered into as of this ____ day of _____, 20__ by and between:

The OWNER:

**Jacksonville Port Authority
2831 Talleyrand Avenue
Post Office Box 3005
Jacksonville, FL 32206-0005
(904) 357-3058**

ATTN: Procurement Services

And the CONTRACTOR:

**Awarded Contractor Name
Awarded Contractor Address
Awarded Contractor Phone
Number
Insert Vendor Number**

For the following WORK:

**Contract No.: MC-1859B
Project No.: B2023.11
BIMT POND 8 CMAC RETROFIT
BLOUNT ISLAND MARINE
TERMINAL**

Designed by CONSULTANT:

RS&H

The OWNER and CONTRACTOR agree as set forth below:

ARTICLE 1. SCOPE OF WORK

The Contractor agrees to furnish all materials, equipment, supervision and perform all labor and services for Contract No. **MC-1859B** as shown on the contract drawings and described in the project specifications, each document of which is incorporated herein by reference and listed under Article 2 hereof.

ARTICLE 2. CONTRACT DOCUMENTS

The contract documents, which constitute the entire Agreement between the Owner and the Contractor, are enumerated below and all are as fully a part of the contract as if attached to this Agreement Form or repeated herein.

1. Agreement between Owner and Contractor.
2. Exhibits and Attachments to this Agreement.
3. Contractor's Bid, Performance Bond, and Statutory Payment Bond.
4. Contractor's Bid Form.
5. Invitation to Bidders.
6. Supplementals Instruction to Bidders.
7. Conflict of Interest Certificate.
8. General Conditions of the contract.
9. Supplementary Conditions of the contract.
10. Special Conditions of the contract.
11. Technical Specifications.
12. Drawings entitled:_____
13. Addenda Nos._____through_____, inclusive.
14. Change Orders, duly authorized and delivered after execution of this Agreement.
15. Notice of Award.
16. Notice to Proceed.
17. Certificate of Contract Completion and Contractors Affidavit to Owner.
18. Certificate of Substantial Completion.
19. Approved Contractor's Construction Schedule for the Work.
20. Contractor's Schedule of Values for the Work.
21. Contractor's Request for Information Form.
22. Owner's Minimum Project Work Rules.
23. Required Limits of Insurance.
24. Certificate of Insurance Compliance.
25. Application for Payment Forms.
26. Form of Consent of Surety Company to Final Payment.
27. SEB Participation Goal – (**ENCOURAGED** 0 %)

ARTICLE 3. CONTRACT TIME

1. Contract Time. Time is of the essence for all Work in this contract. The Contractor shall totally and finally complete the Work within **90** calendar days from Notice to Proceed date.
2. Liquidated Damages. Refer to "Special Conditions", Item 2.

ARTICLE 4. CONTRACT SUM

For the performance of the Work and in accordance with the terms of the contract documents, the Owner will pay to the Contractor, subject to additions and deductions by Change Order, the Contract Sum of:

\$_____

ARTICLE 5. PROGRESS PAYMENTS

See "General Conditions", Section IV.3.a.

ARTICLE 6. FINAL PAYMENT

The Owner shall cause to be paid, to the Contractor, a final payment constituting the entire unpaid balance of the Contract Sum, when the Work has been completed, the Contract and closeout procedures are fully performed, and the Project Manager has reviewed and approved the final application.

ARTICLE 7. MISCELLANEOUS PROVISIONS

1. Terms. Terms used in this Agreement which are defined in the Conditions of the contract shall have the meaning designated therein.
2. Contract Bonds. The Contractor shall furnish a Performance Bond, and Statutory Payment Bond for 100 percent of the Contract Sum as security for the faithful performance and payment of all obligations under the contract documents.
3. Indemnity. In addition to the indemnity provisions of General Conditions Section V.1.g., the Contractor shall hold harmless, indemnify and defend the JPA, its board of directors, officers, employees, representatives and agents against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature, including but not limited to attorney's fees and court costs arising out of any injury, whether mental or corporeal, to persons, including death, or damage to property to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor, its employees, representatives, or any one acting on the Contractor's behalf in the performance of this contract, or any claim or damage or claim damage related to alleged breach of contract.
4. Access to Documents. The Owner shall be provided daily reports in possession of the Contractor. Owner shall also have access to any other documents related to the project, upon reasonable notice.
5. Subcontracting or Assigning of Contract. The Contractor agrees that it shall not

subcontract, assign, delegate, or otherwise dispose of the contract, the duties to be performed under the contract, or the monies to become due under the contract without the Owner's prior written consent.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

OWNER

CONTRACTOR

JACKSONVILLE PORT AUTHORITY

BY: _____

BY: _____

TITLE: _____

TITLE: _____

ATTEST:

ATTEST:

**CERTIFICATE OF CONTRACT COMPLETION
AND CONTRACTOR'S AFFIDAVIT TO OWNER**

CONTRACT: **MC-1859B**

STATE OF ()

COUNTY OF ()

Before me, the undersigned authority,

Personally appeared _____, who being by me

First duly sworn, depose(s) and say(s):

1. He is (they are) _____, (a corporation)
(a partnership) (an individual) doing business as
_____, hereinafter called "Contractor".

2. Contractor heretofore entered into a contract with the Jacksonville Port Authority, hereinafter called "Owner", to furnish material, labor, and services for the construction of a certain building; or repairs or alterations as more specifically described in said contract, on the land and property of the Owner, located at _____, Duval County, Florida.

3. Contractor has fully completed construction in accordance with the terms of the contract and all creditors have been paid in full, except:

<u>Name of Creditor</u>	<u>Amount Due and Unpaid</u>
_____	\$ _____
_____	\$ _____

4. All Workers' Compensation claims have been settled and no liability claims are pending in connection with, arising out of or resulting from, the contract.

5. Receipt by the Contractor of the final payment, under the aforementioned contract, shall constitute a full release and discharge by the Contractor to the Owner of any and all claims of the Contractor against the Owner arising out of, connected with, or resulting from performance of the obligations of the Contractor pursuant to the contract documents.

6. The term "Creditor" as used in this Affidavit means subcontractors, laborers, material men, architects, engineers, landscape architects, surveyors, and all other persons, firms, corporations and activities supplying, performing, or otherwise providing anything of value used for or in connection with the contract.

7. This Affidavit is given pursuant to the provisions of the contract and applicable law, if any.
Signed and Sealed in the presence of:

Sworn to and subscribed before me this _____ day _____, 20____.

Notary Public, State of _____
My Commission Expires: _____

CERTIFICATE OF
SUBSTANTIAL
COMPLETION

Distribution to:
OWNER ☐
ENGINEER ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

PROJECT: BIMT POND 8 CMAC RETROFIT
Blount Island Marine Terminal

ENGINEER:

ARCHITECT'S PROJECT NO.:

TENANT:

PROJECT NO.: B2023.11
CONTRACT NO.: MC-1859B

TO (Owner):

JACKSONVILLE PORT AUTHORITY
POST OFFICE BOX 3005
JACKSONVILLE, FL 32206-0005

ATTN: ENGINEERING SERVICES

CONTRACTOR:

CONTRACTOR FOR:

DATE OF ISSUANCE: CONTRACT DATE:

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

The Work performed under this Contract has been reviewed and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby established as _____, **20**_____ which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

DEFINITION OF DATE OF SUBSTANTIAL COMPLETION

The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Engineer when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner can occupy or utilize the Work or designated portion thereof for the use for which it is intended, as expressed in the Contract Documents.

A list of items to be completed or corrected, prepared by the Contractor and verified and amended by the Engineer, is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. The date of commencement of warranties for items on the attached list will be the date of final payment unless otherwise agreed to in writing. Attached Punch List prepared by _____ dated _____.

ENGINEER BY _____ DATE _____

The Contractor will complete or correct the Work on the list of items attached hereto within (_____ **calendar**) days from the Date of Substantial Completion.

CONTRACTOR BY _____ DATE _____

The Tenant accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at _____ (time) _____ (date).

TENANT BY _____ DATE _____

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at _____ (time) _____ (date).

Jacksonville Port Authority
OWNER BY _____ DATE _____

**CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT**

OWNER ☐
ENGINEER ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

PROJECT: BIMT POND 8 CMAC RETROFIT
(Blount Island Marine Terminal)

PROJECT NO.: B 2023.11

TO (Owner)

CONTRACT NO.: MC-1859B

JACKSONVILLE PORT AUTHORITY
POST OFFICE BOX 3005
JACKSONVILLE, FL 32206-0005

ARCHITECT'S PROJECT NO.

CONTRACT FOR:

ATTN: ENGINEERING SERVICES

CONTRACT DATE:

CONTRACTOR:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(here insert name and address of Surety Company)

SURETY COMPANY,

On bond of (here insert name and address of Contractor)

CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not
relieve the Surety Company of any of its obligations to (here insert name and address of Owner)

OWNER,

as set for in the said Surety Company's bond.

IN WITNESS WHEREOF,

The Surety Company has hereunto set its hand this

day of

20

Surety Company

Signature of Authorized Representative

Attest:
(Seal):

Title

OWNER'S MINIMUM PROJECT WORK RULES

Project Name: **BIMT POND 8 CMAC RETROFIT**

Location: **BLOUNT ISLAND MARINE TERMINAL**

Contract No(s): **MC-1859B**

1. Normal project working hours are as follows:

8:00 A.M.	Starting Time
12:00 Noon - 1:00 P.M.	Lunch
5:00 P.M.	Shift Ends

Other working hours and shift work will be considered by the Owner upon submission by the Contractor.

2. No employee will enter Port Authority operating areas without a specific work assignment.
3. Personal vehicles will be parked in the area(s) specified for construction personnel.
4. No personal vehicles will be permitted inside the security gate controlled area without the written permission of the Terminal Director.
5. Contractor shall provide its employees with a designated eating, drinking area subject to approval of the Project Manager. Cleanliness will be maintained in all areas at all times. The parking lot is not an authorized eating area.
6. The following is a list of violations which are considered unsatisfactory conduct on JAXPORT property and can result in the employee being denied access to the jobsite.
 - a. Refusal to submit to security inspection.
 - b. Smoking in prohibited areas.
 - c. Possession and/or use of intoxicants on JAXPORT property.
 - d. Possession and/or use of narcotics or controlled substance on JAXPORT property.
 - e. Possession of firearms on JAXPORT property.
 - f. Contact with any new vehicles on JAXPORT property.
7. Owner's facilities (such as, but not limited to, elevators, washrooms, vending machines, lunch rooms, etc.) are not to be used by Contractor's employees.
8. Employees shall be provided with visible means of identification, showing Contractor's identification. Employees are required to wear this identification where plainly visible.
9. The Contractor will be responsible for all its employees, suppliers, vendors, and all others on-site providing services to the Contractor.

-
10. All vehicles, persons, packages, lunch pails, and tool boxes entering or leaving JAXPORT property are subject to security inspection.
 11. All vehicles on-site for the Contractor's use must have company identification clearly visible at a minimum distance of 100 feet.

EMPLOYEE SIGNATURE: _____

EMPLOYEE NAME: _____

NAME OF CONTRACTOR: _____

DATE: _____

OWNERS SAFETY GUIDELINES

Project Name: **BIMT POND 8 CMAC RETROFIT**

Location: **BLOUNT ISLAND MARINE TERMINAL**

Contract No(s).: **MC-1859B**

The safety items listed below is not intended as an exhaustive list of safety requirements but serves as a general guideline.

Safety Manual

The contractor is responsible to provide JAXPORT with an electronic copy of their jobsite specific safety manual that provides safety guidance on day to day work activities to reduce potential safety incidents at the jobsite.

Regulatory Requirements

The contractor and subcontractors will be responsible to:

- Comply with OSHA 29 CFR parts 1917 marine terminals, 1926 construction, 1910 general, 1926.59 hazardous communication standards "right-to-know".
- Post Material safety data sheets (MSDS) in work locations where contractor uses, or stores hazardous chemicals or substances as required by law.
- Contractor and subcontractor will comply with all environmental protection laws and regulations applicable to the jobsite, including those relating to the use of water, the release, discharge or disposal of wastes, the control of drainage, and the protection of vegetation, wildlife, habitats, or surroundings. Contractor and subcontractor shall also observe and comply with any environmental requirements made by JAXPORT in securing any permit or authorization for the jobsite.
- Communicate and wear OSHA required personal protective equipment when on the job site (i.e. reflective vests with Company's identification, gloves, hard hats, safety glasses, steel toe shoes, etc.).
- If applicable ensure that platforms and scaffolding conform to OSHA specifications and have decking, toe boards, mid and top rail, cross bracing, level pads and/or wheels and appropriate ladders for platform access. Ensure the use of continuous fall protection equipment (scaffolds and/or harnesses) when activities take place more than 6'-0" above a lower level or at such lower elevations as may be established for the work site.
- If it becomes necessary to have access to any openings or shafts or to remove handrails, contractor and or subcontractor shall ensure that the openings or shafts are protected in accordance with generally accepted practices and any applicable federal, state or local safety standards while the work is in progress, and that any covers or handrails previously removed by the contractor and or subcontractor are replaced before leaving the area.

Jobsite Requirement

OWNERS SAFETY GUIDELINES

- Contractor will provide safety barriers to clearly identify the working area to prevent others from accessing the work area. The safety zone shall be sufficiently sized to prevent damage to others or existing facilities and structures. Upon completion of the work, Contractor shall remove the safety barriers from the work area.
- Maintain clean work areas and secure and protect all work materials in accordance with safety requirements of generally recognized industry standards.
- Additional safety rules and/or measures may become necessary at any time due to near misses, change in jobsite location, etc.
- Familiarize and abide by JAXPORT safety rules for the jobsite.
- Communicate frequency of safety meeting with its employees and list the topics discussed with signatures of attendees. Such list shall be made available to JAXPORT upon request.
- Perform self-audits (safety assessments) at least monthly and document and provide findings to JAXPORT project management and Risk and Compliance manager upon request.

Incident/Emergency Response Plan

- As soon as possible, but no longer than 2 hrs. after the time of incident, advise JAXPORT of any incident resulting in injury or damage to any property. A written report of the incident will be submitted to the supervising JAXPORT Project Manager and JAXPORT's Manager of Risk and Compliance (904) 357-3083 within 24 hours. Daily updates will be provided to JAXPORT until an investigation is completed.
- Provide JAXPORT on-site management with an "emergency list" showing contractor's preferred company doctor, hospital, workers' compensation insurance company, and any other health care providers, such list to be updated within 24 hours of any change in the information provided. Contractor shall furnish its employees with first aid or refer employees with first aid injuries to its company doctor.

Audit and Training

- Contractor is responsible to train, manage, supervise, monitor, and inspect contractors and subcontracted jobsite work activities enforcing compliance with all applicable federal, state, local laws and JAXPORT safety rules and requirements.
- Documentation of required training must be readily available and in compliance with OSHA requirements.
- JAXPORT personnel may audit contractors and subcontractor's safety processes/programs at the jobsite at any time and empowered to take necessary corrective action up to and including work stoppage for serious safety hazards.

OWNERS SAFETY GUIDELINES

EMPLOYEE SIGNATURE: _____

EMPLOYEE NAME: _____

NAME OF CONTRACTOR: _____

DATE: _____

PERFORMANCE BOND

BOND NO.: _____

As to the Contractor/Principal:

Name: _____

Principal Business Address: _____

Telephone: _____

As to the Surety:

Name: _____

Principal Business Address: _____

Telephone: _____

As to the Owner of the Property/Contracting Public Entity:

Name: _____

Principal Business Address: _____

Telephone: _____

Description of project including address and description of improvements:

Contractor and Surety are each held and firmly bound unto the Jacksonville Port Authority, a body politic and corporate in Duval County, Florida, as Obligee (hereinafter called "JPA"), in the amount of _____ DOLLARS (\$ _____), lawful money of the United States of America, for the payment whereof Contractor and Surety bind themselves, their respective heirs, executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated the _____ day of _____, 20____, entered into a contract with the JPA for **BIMT POND 8 CMAC RETROFIT, BLOUNT ISLAND MARINE TERMINAL** all of said work to be done in strict accordance with any advertisement for bids for said work and done in strict compliance with the drawings and specifications for said work and requirements of the JPA proposal and award therefore and of the contract and all documents included as a part of the contract (hereinafter referred to collectively as the "Contract"), all of which are by reference made a part hereof to the same extent as if fully set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall: (1) Promptly and faithfully perform said Contract; and (2) perform the guarantee of all work and materials furnished under the Contract for the time specified in the Contract; and (3) pay the JPA all losses (including delay and disruption damages), expenses and costs, that the JPA sustains because of a default by Contractor under the Contract; then this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED that, the Surety hereby waives notice of any alteration or extension of time made by the JPA, and any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes shall not affect Surety's obligation under this bond.

PROVIDED further that, whenever Contractor shall be, and declared by the JPA to be in default under the Contract, the JPA having performed the JPA's obligations hereunder, the Surety shall, at the JPA's sole option, either:

(1) Within fourteen (14) days of notice of elected option by the JPA, remedy the default and pay the JPA all losses, actual damages (including delay and disruption damages), expenses, costs, and statutory attorney's fees, including appellate proceedings, pursuant to Section 627.756, Florida Statutes, that the JPA sustains because of a default by Contractor under the Contract and will save the JPA harmless on account of all claims and damages to persons, property or premises arising from delay in meeting either milestone dates or the Contract completion date; or

(2) Award a bid contract with a completion contractor and issue notice to proceed within twenty-one (21) days of notice by the JPA to the Surety of the default of Contractor and demand by the JPA for Surety to complete the Contract. Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible qualified bidder, or, if the JPA elects, upon determination by the JPA and the Surety jointly of the lowest bidder and the JPA, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the responsible qualified bidder, arrange for a contract between such balance of the contract price, including other

losses, actual damages (including delay and disruption damages), expenses, costs and statutory attorney's fees, including appellate proceedings, pursuant to Section 627.756, Florida Statutes, for which the Surety may be liable hereunder. The term "balance of the contract price" as used in this paragraph, shall mean the total amount payable by the JPA to Contractor under the Contract and any amendments thereto, less the amount properly paid by the JPA to Contractor; or

(3) Within fourteen (14) days of notice of elected option by the JPA, tender to the JPA the full amount necessary in order for the JPA to completely perform and carry out completion of the Contract in accordance with its terms and conditions and in order to save the JPA harmless on account of all claims and damages to persons or property, and pay the JPA for all losses, actual damages (including delay and disruption damages), including those arising from delay in meeting either milestone dates or the Contract completion date, expenses, costs and statutory attorney's fees, including appellate proceedings, pursuant to Section 627.756, Florida Statutes.

PROVIDED further that, the Surety shall save the JPA harmless from any and all damages, including expenses, costs, contractual damages, injury, negligence or default, patent infringement and actual damages (including delay and disruption damages) and assessments which may arise by virtue of any defects in work or materials within a period of one (1) year from the date on which the JPA makes final payment under the Contract.

PROVIDED further that, during any interim period after the JPA has declared Contractor to be in default but Surety has not yet remedied the default in the manner chosen by the JPA, Surety shall be responsible for securing and protecting the work site including, but not limited to, the physical premises, structures, fixtures, materials, and equipment, and shall be responsible for securing and protecting materials and equipment stored off-site.

PROVIDED further that, no right of action shall accrue on this bond to or for the use of any person or corporation other than the JPA named herein or the heirs, executors, administrators or successors of the JPA.

IN WITNESS WHEREOF, the said Principal and the said Surety have duly executed this bond the ____ day of _____, 20____.

ATTEST:

ATTEST:

By: _____ By: _____
Its Its
AS PRINCIPAL

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

ATTEST:

ATTEST:

By: _____ By: _____
Its Its
AS SURETY

NAME OF AGENT: _____

ADDRESS: _____

TELEPHONE NO: (____) _____ **FACSIMILE NO:** (____) _____

Countersigned:

By: _____ Bond I.D. No: _____
State of Florida

Name of Firm: _____

Address: _____

NOTE: DATE OF BOND MUST NOT BE PRIOR TO DATE OF CONTRACT.

CONTRACT NUMBER _____
PAYMENT BOND
CONTRACT BOND REQUIRED
BY SECTION 255.05, FLORIDA STATUTES

Bond No. _____

As to the Contractor/Principal:

Name: _____

Principal Business Address: _____

Telephone: _____

As to the Surety:

Name: _____

Principal Business Address: _____

Telephone: _____

As to the Owner of the Property/Contracting Public Entity:

Name: _____

Principal Business Address: _____

Telephone: _____

Description of project including address and description of improvements:

Contractor and Surety are each held and firmly bound unto the Jacksonville Port Authority, as a group, and each member individually, as Obligee (hereinafter called Owner), in the amount of _____ DOLLARS (\$ _____), lawful money of the United States of America, for the payment whereof Contractor and surety bind themselves, their respective heirs, executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor and Owner have by written agreement dated the ____ day of _____, 20____, entered into a contract for **MC-1859B, BLOUNT ISLAND MARINE TERMINAL** all of said work required to be done in strict compliance with the drawings, plans and specifications prepared by the Jacksonville Port Authority Engineering and Construction Department for said work and in strict compliance with the requirements of the contract and all documents included as a part of the contract (hereinafter referred to collectively as the Contract), all of which are by reference made a part hereof to the same extent as if fully set out herein.

Promptly makes payments to all lienors or claimants supplying labor, materials and supplies used directly or indirectly by Contractor in the prosecution of the work provided for in the Contract, including any authorized extensions or modifications thereof, then this bond is void; otherwise, it remains in full force and effect.

PROVIDED, that the Surety hereby waives notice of any alteration or extension of time made by the Owner, and any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or with the changes do not affect Surety's obligation under this bond.

PROVIDED, further, that no action shall be instituted or prosecuted against the Contractor or the Surety on the bond after one (1) year from the performance of the labor or completion of delivery of the materials or supplies, or the date the rental equipment was last on the jobsite available for use.

IN WITNESS WHEREOF, the said Principal and the said Surety have duly executed this bond the ____ day of _____, 20____.

ATTEST:

ATTEST:

By: _____
Its

By: _____
Its PRINCIPAL

**SIGNED, SEALED AND DELIVERED IN
THE PRESENCE OF:**

ATTEST:

ATTEST:

By: _____
Its

By: _____
Its SURETY

NAME OF AGENT: _____

ADDRESS: _____

TELEPHONE NO. (____)_____ FACSIMILE NO: (____)_____

Countersigned:

By: _____ Bond I.D. No: _____
State of Florida

Name of Firm: _____

Address: _____

NOTE: DATE OF BOND MUST NOT BE PRIOR TO DATE OF CONTRACT.



SCOPE OF WORK

FOR

BIMT POND 8 CMAC RETROFIT

Contract No.: MC-1859B

BLOUNT ISLAND MARINE TERMINAL

Scope of Work

Project work shall be inclusive of yet not limited to all labor, materials, equipment, incidentals, testing and supervision necessary to modify (CMAC retrofit) Pond # 8, as specified herein and in the project drawings and specifications. Pond 8 is located at JAXPORT's Blount Island Marine Terminal (Intermodal Dr and Dave Rawls Blvd).

Construction works:

The work shall include, but may not be limited to:

- New Sluice gate with all components as specified in drawings/specs (core, gate, electric operator, stone bed, 12" T-Orifice removal, etc.)
- New CMAC ("Opti") Control Panel as specified in drawings/specs (foundation, pole, conduits, cables/wiring, cabinets/boxes/enclosures for CMAC Control panel and for solar battery system, solar panels, battery, cellular antenna, etc.)
- New Water Level Sensor as specified in drawings/specs (conduits, cables/wiring, PVC pole/post, sensor, etc.)
- New rain gauge as specified in drawings/specs (pole, foundation, conduits, cables/wiring, rain gauge, etc.)
- Filling (concrete/grout) six (6) existing weirs as specified in drawings/specs
- Concrete and structural joint sealing
- Pond Dewatering
- Turbidity Monitoring/Report
- Erosion Control Measures
- Sedimentation Control measures/provisions
- All permits, if required by any Authority Having Jurisdiction (AHJ) over the completion of this work are to be filed and obtained by the Contractor.
- All layout, stakeout, surveys needed to complete the job per project documents.
- Utilities locate prior to demolition and excavation
- Daily site clean-up
- Restoration of all disturbed areas, to pre-construction conditions
- As-built drawings

Water Quality Monitoring and O&M works:

The work shall include, but may not be limited to:

- Prepare and submit a water quality monitoring plan for total phosphorus and total nitrogen, to the St. Johns River Water Management District (SJRWMD) for their review and approval. The plan shall include a minimum of six months of data collection per year and cover the wet season for two years. Refer to SJRWMD Permit # 35868-114, Condition # 30 for more information and details in this requirement.
- Perform monitoring (per submitted/approved Water Quality Monitoring Plan - item described above), prepare annual water quality monitoring reports, and submit reports to the St. Johns River Water Management District (SJRWMD) for their review and approval, for two years. Refer to SJRWMD Permit # 35868-114, Condition # 32 for more information and details in this requirement.
- Inspection, Operation and Routine Maintenance of all components of the CMAC system for two years. This shall include, but is not limited to: first bi-annual inspection of stormwater management system, routine maintenance tasks as recommended by the CMAC system manufacturer/vendor, removal and properly disposal of trapped sediments and debris, software maintenance. Refer to SJRWMD Permit # 35868-114, Conditions # 16 and 23 for more information and details.

The basis of design for construction and maintenance requirements is National Stormwater Trust (NST) CMAC System. The awarded contractor shall have NST, or a similar/comparable capable entity, as a sub-consultant/sub-contractor to furnish the equipment/devices for construction, to provide maintenance and inspection of the new system, and to prepare and perform/execute the water quality monitoring plan.

The SJRWMD Permit # 35868-114 is included as an Appendix/Exhibit. The contractor(s) is responsible to carefully review, understand and become familiar with all permit conditions/requirements.

All labor performed, materials and equipment to be furnished shall be in accordance and compliance with all applicable local, state and federal codes, standards and regulations. The Work shall also be performed in accordance with the SJRWMD Permit # 35868-114 and all Jaxport's bid/contract documents, including but not limited to, Scope of Work, Specifications, Drawings, Notes.

General Notes

TWIC badges are required. Jaxport badges may be required. For more information, please visit <https://www.jaxport.com/port-access/twic/> and <https://www.jaxport.com/port-access/jaxport-credential/>.

The Contractor is responsible to visit, inspect, evaluate, and assess all areas where works are required prior to bid and prior to construction.

The Contractor shall take due care to protect and prevent damage to any and all JAXPORT and/or tenant adjacent property. The Contractor shall be responsible for any damage caused to existing Owner property caused by his/her Operations. All areas affected by the construction shall be restored to pre-construction conditions.

Site shall be cleaned-up in a daily basis, and no accumulation of debris and waste material will be allowed. Sites are to be left in an operational condition that will not impede or cause damage to Owner operations.

The Contractor shall call and provide for locate and field verify all utility locations prior to execution of work. It is the responsibility of the Contractor to confirm all utilities in the field.

All waste and debris generated from this job shall be removed from JPA Property by the Contractor.

Compliance with all applicable safety requirements shall be the responsibility of the Contractor. The Contractor will be required to submit a Safety Plan, and implement the plan during the execution of the project.

Work Plan / MOT Plan

The Contractor shall prepare and submit for approval a Work Plan showing approximate footprint of the construction/installation areas, type and quantity of equipment and personnel, and control devices (if needed) to identify the work areas. Strict coordination is required between the Contractor and the JPA. The Contractor shall keep all work areas clearly identified and isolated. In case that vehicular traffic is anticipated to be impacted, the Contractor shall prepare and implement a MOT plan, following the FDOT latest standards.

Work hours:

Approved hours for project work are 24/7. Strict coordination is needed during the execution of the project, to ensure minimal impact to traffic and operations. If overnight and weekend work

will take place, the Contractor shall familiarize and work in compliance with all applicable local, state, and federal noise restriction ordinances.

Project duration:

The duration of project shall be 90 calendar days, from issuance of an official Notice to Proceed (NTP) from JPA.

Warranty:

See Jaxport's bid/contract documents (General Conditions, Special Conditions, Drawings).

Insurance and Bonds

See Jaxport's bid/contract documents (General Conditions, Special Conditions, etc.).

Contract documents:

See Jaxport's bid/contract documents (General Conditions, Special Conditions, etc.).

General Specifications

I. General:

a. References

- i. Jaxport's Scope of Work, Drawings, and Specifications, all applicable codes, standards and regulations

b. Summary

- i. This project includes all labor, material, equipment, supervision, incidental, and testing to modify (CMAC Retrofit) existing BIMT Pond 8.

c. Field conditions

- i. The Contractor shall verify and confirm field conditions prior to commencement of work.

d. Coordination

- i. All coordination and communication shall be made primarily through the Jaxport's Project Manager.

e. Submittals

- i. Administrative Submittals
 - a) Project Schedule & Work Plan
 - b) MOT Plan
 - c) Safety Plan
- ii. Technical Submittals

- a) See drawings, specifications and notes for technical submittals and shop drawings requirements
- b) All materials, equipment and devices furnished and installed shall be per approved submittal/shop drawing
- iii. Post-installation Submittals
 - a) See drawings, specifications and notes
 - b) Maintenance Manuals/Instructions if applicable
 - c) As-built drawings
 - d) General Warranty and installed products/equipment warranties if applicable

II. Materials / Products / Execution

a. General

- i. All materials, equipment and devices furnished and installed, and all labor shall be following JPA's contract documents and all applicable codes, standards, and regulations
- ii. The Contractor shall include all means and methods necessary to facilitate construction/installation
- iii. The Contractor shall be responsible to prepare, submit for approval, and implement their own Safety Plan
- iv. For Technical Specifications and additional General Specifications of materials, installation, execution, etc. see all notes in project drawings and specifications



EXHIBIT 1 - DRAWINGS

FOR

BIMT POND 8 CMAC RETROFIT

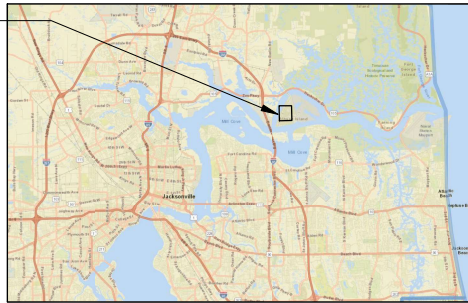
Contract No.: MC-185B

BLOUNT ISLAND MARINE TERMINAL

PROJECT LOCATION



PROJECT LOCATION



INDEX OF PLANS:

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	POND PLAN SURVEY
3-4	EXISTING POND STRUCTURE DETAILS
5	PROPOSED POND STRUCTURE DETAILS
6	EQUIPMENT DETAILS
7	DEWATERING DETAILS
8	GENERAL NOTES
9	ELECTRICAL DIAGRAM
10	SUMMARY OF ITEMS

PROJECT:

**JAXPORT BIMT
DUVAL COUNTY
DESIGN CONTRACT NO.: AE-177B**

CONSTRUCTION PROJECT # B2023-11 / CONTRACT # MC-1859B

DESCRIPTION:

POND 8 CMAC RETROFIT

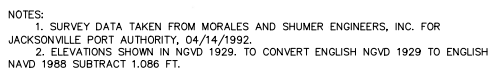


ENGINEER OF RECORD:
MARK P. THOMASSON, P.E.
P.E. NO.: 48287
TEL: 850-510-2226
NATIONAL STORMWATER TRUST, INC.
2282 KILLEARN CENTER BLVD.,
TALLAHASSEE, FL 32309
LICENSE NO.: 35163
888.597.6872
MPT@NATIONALSTORMWATER.COM

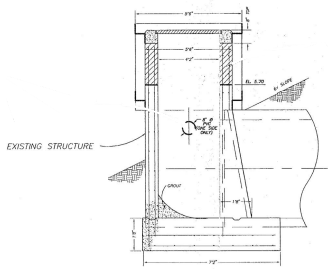
PLANS TO BE SUBMITTED TO:
FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION
8800 BAYMEADOWS WAY
WEST, SUITE 100
JACKSONVILLE, FL 32256

THESE PLANS HAVE BEEN PREPARED
IN ACCORDANCE WITH AND ARE GOVERNED
BY THE STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION,
ROADWAY AND TRAFFIC DESIGN STANDARDS
(JANUARY 2023).

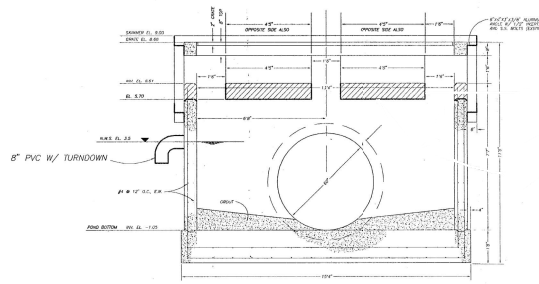




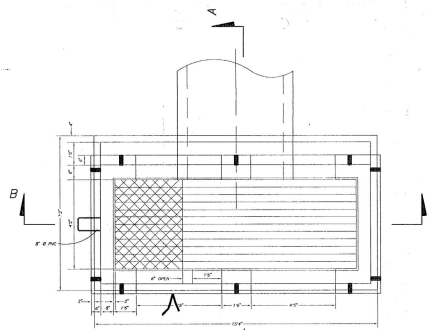
 national stormwater trust	ENGINEER OF RECORD: MARK P. THOMASSON, P.E. P.E. NO. 48287 TEL: 850-610-2226 NATIONAL STORMWATER TRUST, INC. LICENSE NO. 35163	PROJECT NAME: JAXPORT BMT POND 8 QMAC RETROFIT	PROJECT NO.:	SHEET 2 OF 10
	POND PLAN SURVEY			



SECTION A-A
SCALE 1/4" = 1'-0"



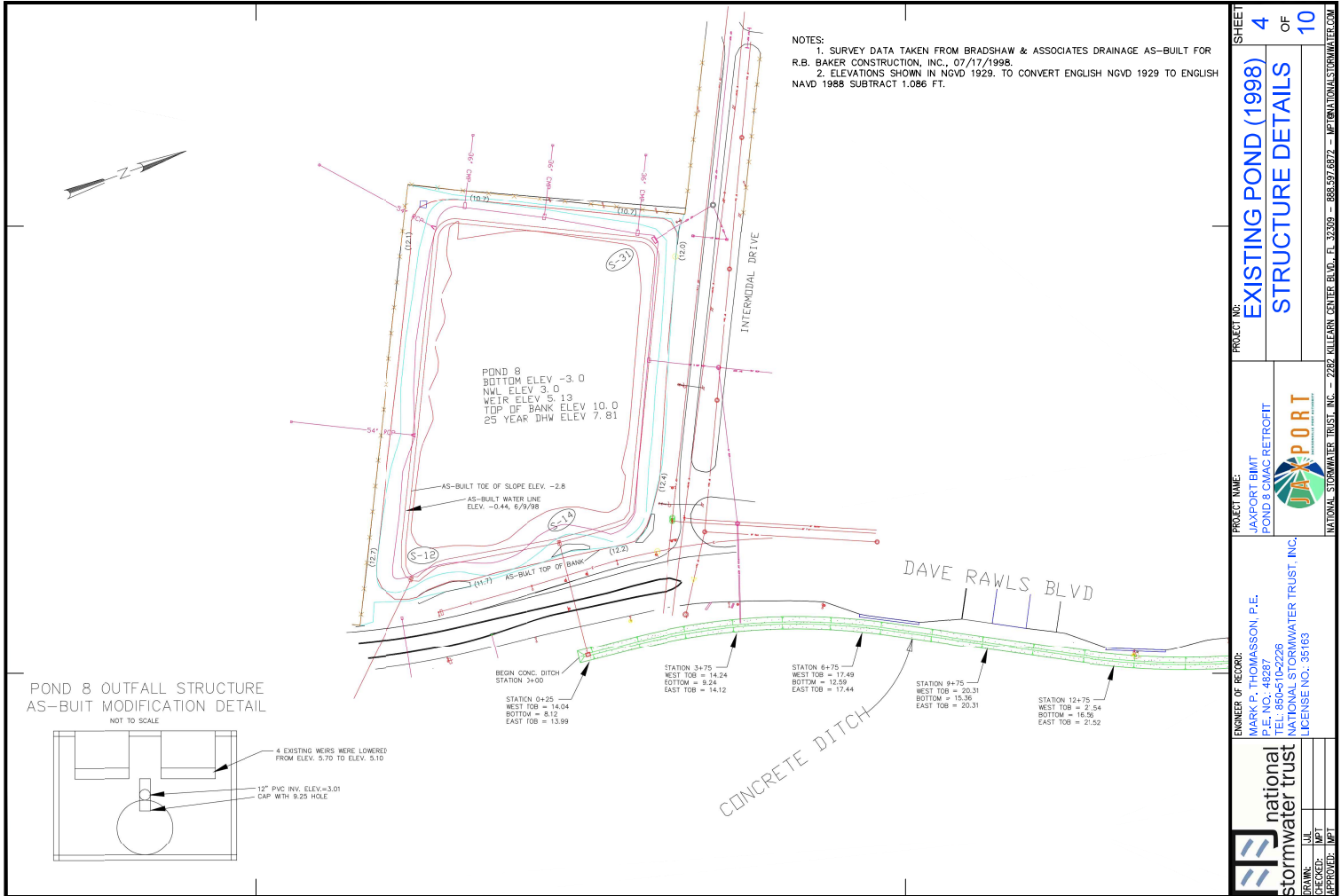
SECTION B-B
SCALE 1/4" = 1'-0"



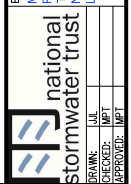
PLAN VIEW (EXISTING STRUCTURE)
SCALE 1/4" = 1'-0"

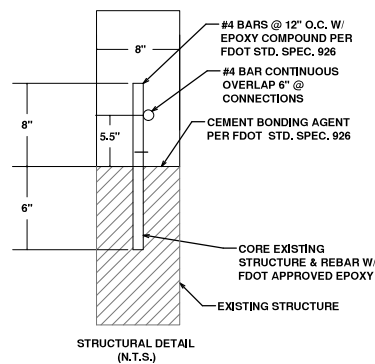
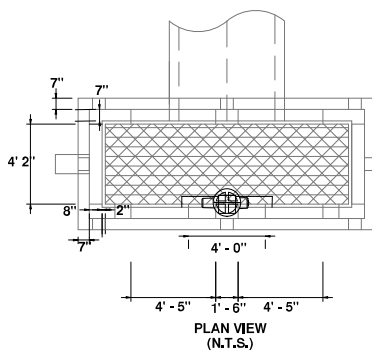
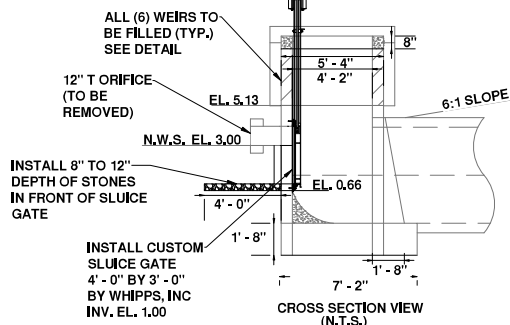
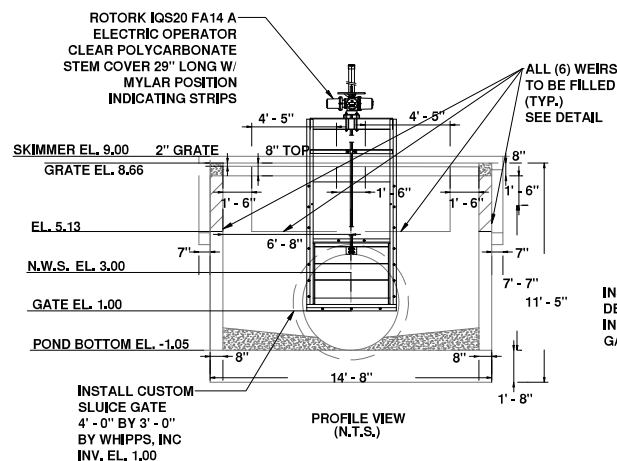
NOTES:
1. SURVEY DATA TAKEN FROM MORALES AND SHUMER ENGINEERS, INC. FOR JACKSONVILLE PORT AUTHORITY, 04/14/1992.
2. ELEVATIONS SHOWN IN NGVD 1929. TO CONVERT ENGLISH NGVD 1929 TO ENGLISH NAVD 1988 SUBTRACT 1.086 FT.

 national stormwater trust	ENGINEER OF RECORD: MARK P. THOMASSON, P.E. P.E. NO. 48287 TEL. 850-510-2226 NATIONAL STORMWATER TRUST, INC. LICENSE NO. 35163	PROJECT NAME: JAXPORT BMT POND & CVAAC RETROFIT	PROJECT NO: EXISTING POND (1992) STRUCTURE DETAILS	SHEET 3 OF 10
	NATIONAL STORMWATER TRUST, INC. - 2282 KILGORE CENTER BLVD., FL 32209 - 888.597.6872 - INFORMATION@STORMWATER.COM			



NOTES:
1. SURVEY DATA TAKEN FROM BRADSHAW & ASSOCIATES DRAINAGE AS-BUILT FOR R.B. BAKER CONSTRUCTION, INC., 07/17/1998.
2. ELEVATIONS SHOWN IN NGVD 1929. TO CONVERT ENGLISH NGVD 1929 TO ENGLISH NAVD 1988 SUBTRACT 1.086 FT.

	ENGINEER OF RECORD: MARK P. THOMASSON, P.E. P.E. NO. 48287 TEL. 850-510-2726 NATIONAL STORMWATER TRUST, INC. LICENSE NO. 35163	PROJECT NAME: JAYPORT BINT POND 8 CIVIC RETROFIT 	PROJECT NO.: EXISTING POND (1998)	SHEET 4 OF 10
	STRUCTURE DETAILS			www.nationalstormwater.com

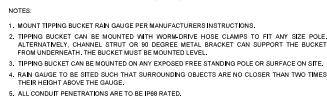


NOTES:
1. SURVEY DATA TAKEN FROM BRADSHAW & ASSOCIATES DRAINAGE AS-BUILT FOR
R.B. BAKER CONSTRUCTION, INC., 07/17/1998.
2. ELEVATIONS SHOWN IN NGVD 1929. TO CONVERT ENGLISH NGVD 1929 TO ENGLISH
NAVD 1988 SUBTRACT 1.086 FT.

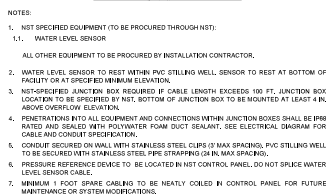
 national stormwater trust	ENGINEER OF RECORD: MARK P. THOMASSON, P.E. P.E. NO. 48287 TEL. 850-510-2726 NATIONAL STORMWATER TRUST, INC. LICENSE NO. 35163	PROJECT NAME: JAYPORT BINT POND & CHAC RETROFIT	SHEET 5 OF 10
	PROPOSED POND STRUCTURE DETAILS		

PROJECT NO. NATIONAL STORMWATER TRUST, INC. - 2282 KILLCARN CENTER BLVD., FL 32309 - 888-597-6872 - NATIONALSTORMWATER.COM

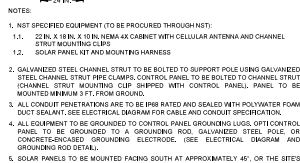
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 CHECKED: MPT
 APPROVED: MPT



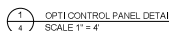
1	GENERIC DETAIL
1	RAIN GAUGE



1	WATER LEVEL SENSOR DETAIL (PRESSURE TRANSDUCER)
2	WALL-MOUNTED WATER LEVEL SENSOR



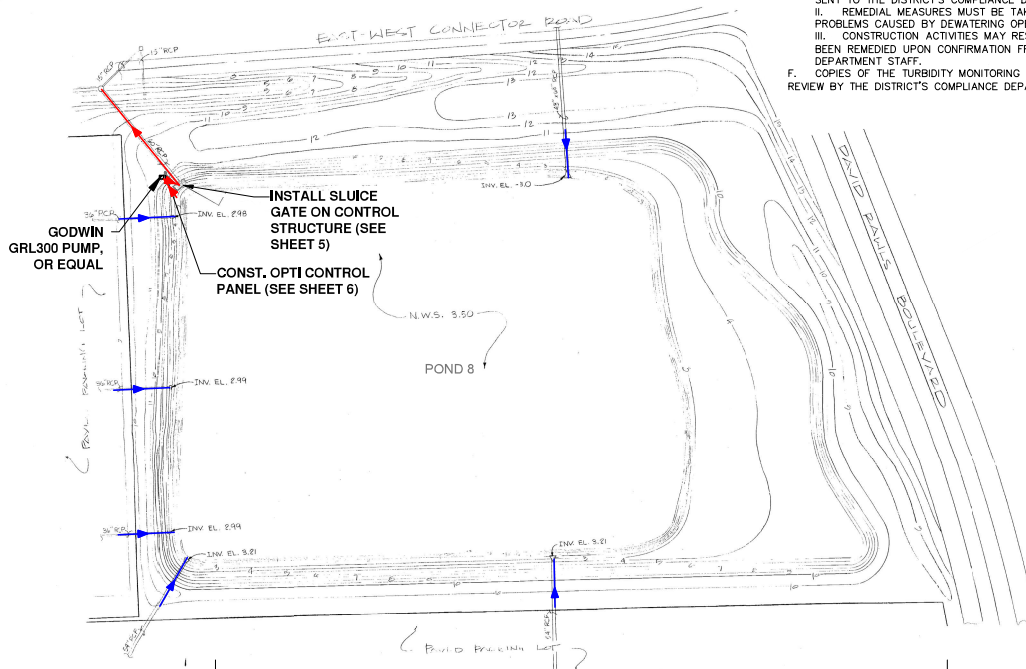
1 OPTI CONTROL PANEL DETAIL
3 SOLAR POWER (POLE MOUNTED)



OPTI CONTROL PANEL DETAIL
SCALE 1" = 4'

NOTES:
 1. SURVEY DATA TAKEN FROM MORALES AND SHUMER ENGINEERS, INC. FOR JACKSONVILLE PORT AUTHORITY, 04/14/1992.
 2. ELEVATIONS SHOWN IN NGVD 1929. TO CONVERT ENGLISH NGVD 1929 TO ENGLISH NAVD 1988 SUBTRACT 1.086 FT.

1. POND DEWATERING SEQUENCE
 - A. SET UP TRAILER MOUNTED DEWATERING PUMP AT LOCATION SHOWN ON PLANS.
 - I. INTAKE TO BE FROM BOTTOM OF POND NEXT TO CONTROL STRUCTURE.
 - II. EFFLUENT PIPE FROM PUMP TO BE ROUTED TO POND CONTROL STRUCTURE.
2. TURBIDITY MONITORING PROGRAM
 - A. TURBIDITY MONITORING WILL BEGIN ON THE FIRST DAY OF ACTIVITY RELATED TO THE DEWATERING OPERATIONS AND MAYBE BE DISCONTINUED UPON PERMANENT STABILIZATION OF ALL DISTURBED SOILS. ALL TURBIDITY LEVELS MUST BE EXPRESSED IN NEPHELOMETRIC TURBIDITY UNITS (NTU's).
 - B. THE TURBIDITY MONITORING DATA SHALL INCLUDE THE TIME OF SAMPLING, DEPT OF WATER BODY, AND SAMPLE LOCATION DESIGNATION AND MAP.
 - C. THE TURBIDITY OF WATER SHOULD BE MEASURED TWICE DAILY AND SEPARATED BY NO LESS THAN FOUR HOURS DURING THE DISCHARGE OPERATIONS.
 - D. THE TURBIDITY MONITORING DATA MUST DEMONSTRATE THAT TURBIDITY AT THE COMPLIANCE SITE IS LESS THAN OR EQUAL TO 29 NTU'S ABOVE NATURAL BACKGROUND LEVELS FOR SEVEN CONSECUTIVE DAYS AFTER THE COMPLETION OF CONSTRUCTION. POST CONSTRUCTION VALVE WILL REMAIN CLOSED FOR SEVEN DAYS, REMOVING ANY DISCHARGE OF TURBID OR POLLUTED WATER.
 - E. IF AT ANY TIME THE TURBIDITY LEVEL EXCEEDS BACKGROUND BY MORE THAN 29 NTU'S:
 - I. ALL DEWATERING ACTIVITIES MUST STOP. A WRITTEN REPORT MUST BE SENT TO THE DISTRICT'S COMPLIANCE DEPARTMENT.
 - II. REMEDIAL MEASURES MUST BE TAKEN IMMEDIATELY TO CORRECT ANY PROBLEMS CAUSED BY DEWATERING OPERATIONS.
 - III. CONSTRUCTION ACTIVITIES MAY RESUME ONLY AFTER THE SITUATION HAS BEEN REMEDIED UPON CONFIRMATION FROM THE DISTRICT'S COMPLIANCE DEPARTMENT STAFF.
 - F. COPIES OF THE TURBIDITY MONITORING DATA MUST BE KEPT ON SITE FOR REVIEW BY THE DISTRICT'S COMPLIANCE DEPARTMENT STAFF.



SHEET 7 OF 10	
DEWATERING PLAN DETAILS	
PROJECT NO.	888-597-6872 - INFORMATION@STORMWATER.COM
PROJECT NAME:	JAXPORT BMT POND 8 CIVIC RETROFIT
ENGINEER OF RECORD:	MARK P. THOMASSON, P.E. P.E. NO. 48287 TEL. 850-510-2276 NATIONAL STORMWATER TRUST, INC. LICENSE NO. 35163
	
national stormwater trust	
DRAWN: JLL	CHECKED: MPT
APPROVED: MPT	

UTILITY NOTES:

UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS AND RECORDS. THEREFORE THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE. THERE MAY BE OTHERS, THE EXISTENCE OF WHICH IS CURRENTLY NOT KNOWN OR SHOWN. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO HAVE ALL UTILITIES LOCATED IN THE FIELD PRIOR TO COMMENCEMENT OF CONSTRUCTION.

STANDARD CONSTRUCTION:

ALL STORM AND SANITARY SEWER STRUCTURES AND APPURTENANCES TO BE DEDICATED TO JAXPORT, OR TO BE PRIVATE UNDER FDOT INSPECTION, SHALL CONFORM TO THE FLORIDA DEPARTMENT OF TRANSPORTATION, STANDARD CONSTRUCTION SPECIFICATIONS FOR SEWERS AND DRAINAGE FACILITIES, 2022, THAT WILL INCLUDE STANDARD DETAILS SHOWN THEREIN, AND SHALL INCLUDE ALL SUBSEQUENT CHANGES MADE THEREIN.

GENERAL NOTES:

1. CURRENT SURVEY MAPPING IS REFERENCED TO NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD29).
2. THE CONTRACTOR SHALL INSTALL THOSE MEASURES REQUIRED TO LIMIT EROSION OF AREAS DISTURBED BY THE WORK. CLEARING SHALL BE PERFORMED ON AN AS NEEDED BASIS, PHASED TO REDUCE EROSION POTENTIAL AND VISUAL IMPACT.
3. BLASTING WILL NOT BE PERMITTED.
4. THE CONTRACTOR SHALL HAVE ALL EQUIPMENT, MANPOWER, AND MATERIALS REQUIRED ON SITE AND READY FOR USE PRIOR TO COMMENCING ANY SHUT-DOWN OR REMOVING ANY EXISTING FACILITIES FROM SERVICE. THE CONTRACTOR SHALL NOTIFY.
5. ALL AFFECTED CUSTOMERS OF ANY SHUT-DOWN AT LEAST 48 HOURS IN ADVANCE. THE CONTRACTOR SHALL NOTIFY THE APPROPRIATE FIRE STATIONS 48 HOURS IN ADVANCE PRIOR TO TAKING ANY FIRE HYDRANTS OUT OF SERVICE. ANY FIRE HYDRANTS NOT IN SERVICE SHALL BE BAGGED IN BURLAP OR PLASTIC. ANY SHUT-DOWN SHALL BE LIMITED TO 4 CONSECUTIVE HOURS. IT MAY BE NECESSARY TO SCHEDULE SHUT-DOWNS AT NIGHT, WEEKENDS, OR OTHER OFF HOURS SO AS TO NOT AFFECT.
6. SCHOOLS, BUSINESSES OR OTHER CUSTOMERS, AS DETERMINED BY THE ENGINEER, SHUT-DOWN REQUESTS SHALL BE SUBMITTED TO THE ENGINEER AND FDOT, A MINIMUM OF 3 BUSINESS DAYS IN ADVANCE OF THE REQUESTED SHUT-DOWN DATE.
7. IF MATERIALS ARE ENCOUNTERED DURING THE CONSTRUCTION THAT ARE SUSPECTED OF BEING CONTAMINATED, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) FOR DIRECTION REGARDING TESTING, SEPARATION, CONTAINMENT AND DISPOSAL PROCEDURES.
8. THE CONTRACTOR SHALL BE PRESENT AND ASSIST IN THE FINAL WALK INSPECTION. THE CONTRACTOR SHALL PROVIDE SUFFICIENT PERSONNEL AND EQUIPMENT TO DEMONSTRATE TO THE ENGINEER THAT ALL VALVES, PUMPS AND OTHER COMPONENTS OF THE WORK OPERATE AS REQUIRED.
9. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS PERTINENT TO THE WORK OF THE CONTRACT. NO ALLOWANCE SHALL BE MADE ON BEHALF OF THE CONTRACTOR FOR ANY ERROR OR NEGLIGENCE ON HIS PART.
10. ALL SURFACES DISTURBED BY THE CONTRACTOR WHICH ARE OUTSIDE THE WORK LIMITS OR WORK SCOPE, OR ARE SURFACES DISTURBED WITHOUT PRIOR AUTHORIZATION BY THE ENGINEER, SHALL BE RESTORED TO ORIGINAL CONDITIONS OR BETTER, AT THE CONTRACTOR'S EXPENSE.

DEMOLITION NOTES:

1. SUBMIT FOR APPROVAL PROPOSED MEANS, METHODS, EQUIPMENT, AND OPERATING SEQUENCES TO BE UTILIZED FOR DEMOLITION. INCLUDE COORDINATION FOR POSSIBLE SHUT-OFF, CAPPING, TEMPORARY SERVICES, CONTINUATION OF UTILITY SERVICES, AND OTHER APPLICABLE ITEMS TO ENSURE NO INTERRUPTION OF THE OPERATIONS OF THE OWNER.
2. CONFORM TO ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND CODES FOR DEMOLITION WORK, DUST CONTROL, AND PRODUCTS REQUIRING ELECTRICAL POWER REMOVAL.
3. PROTECT EXISTING MATERIALS, WHICH ARE NOT TO BE DEMOLISHED.
4. PREVENT ANY MOVEMENT OF STRUCTURES; PROVIDE BRACING AND SHORING. THE CONTRACTOR SHALL TAKE CARE TO PREVENT ANY UNEXPECTED COLLAPSE OF EXISTING STRUCTURES.

5. DEMOLISH IN AN ORDERLY AND CAREFUL MANNER. PROTECT EXISTING REMAINING STRUCTURES, PIPING, VALVES, ETC. FROM THE DEMOLITION WORK.
6. NO MATERIALS SHALL BE BURNED ONSITE. THE USE OF EXPLOSIVES FOR DEMOLITION SHALL NOT BE ALLOWED.
7. INCORPORATE PROVISIONS FOR SEDIMENTATION CONTROL DURING AND AFTER DEMOLITION, IF APPLICABLE.
8. PERFORM ALL DEMOLITION AND REMOVAL WORK TO PREVENT DAMAGE OR INJURY TO ADJACENT STRUCTURES, OCCUPANTS THEREOF, AND FEATURES WHICH MIGHT RESULT FROM FALLING DEBRIS OR OTHER CAUSES AND SO AS NOT TO INTERFERE WITH THE USE AND FREE AND SAFE PASSAGE TO AND FROM ADJACENT STRUCTURES.
9. REPAIR DAMAGE TO FACILITIES TO REMAIN OR TO ANY PROPERTY BELONGING TO THE OWNER OR OCCUPANTS OF ADJACENT FACILITIES.
10. POLLUTION CONTROL: USE WATER SPRINKLING, TEMPORARY ENCLOSURES, AND OTHER SUITABLE METHODS TO LIMIT THE AMOUNT OF DUST AND DIRT RISING AND SCATTERING IN THE AIR TO THE LOWEST PRACTICAL LEVEL. COMPLY WITH GOVERNING REGULATIONS PERTAINING TO ENVIRONMENTAL PROTECTION.
11. STRUCTURAL REMOVAL: REMOVE STRUCTURES TO THE LINES AND GRADES INDICATED ON THE CONTRACT DRAWINGS. THE REMOVAL OF STRUCTURES BEYOND THOSE INDICATED LIMITS SHALL BE AT THE EXPENSE OF THE CONTRACTOR. EXCESS REMOVAL SHALL BE RECONSTRUCTED TO THE SATISFACTION OF THE ENGINEER, WITH NO ADDITIONAL COMPENSATION TO THE CONTRACTOR.
12. REMOVE MATERIALS AS THE WORK PROGRESSES. UPON COMPLETION OF THE WORK, LEAVE AREAS IN A CLEAN CONDITION. ALL DEMOLISHED MATERIALS SHALL BE REMOVED FROM THE SITE WITHOUT DELAY. ALL MATERIALS, EQUIPMENT, AND DEBRIS SHALL:
13. BE TRANSPORTED AND DISPOSED OF IN AN APPROPRIATE MANNER AT THE EXPENSE OF THE CONTRACTOR AND IN COMPLIANCE WITH ALL EXISTING AND GOVERNING LAWS AND REGULATIONS.
14. THE CONTRACTOR SHALL REMOVE FROM THE SITE ALL DEBRIS RESULTING FROM THE DEMOLITION OPERATIONS AS IT ACCUMULATES. UPON COMPLETION OF THE WORK, ALL MATERIALS, EQUIPMENT, WASTE, AND DEBRIS OF EVERY SORT SHALL BE REMOVED AND PREMISES SHALL BE LEFT, CLEAN, NEAT, AND ORDERLY.

BETROFIT CONCRETE STRUCTURES

1. SUBMITTALS
 - 1.1. INDICATE LAYOUT, UNIT LOCATIONS, FABRICATION DETAILS, UNIT IDENTIFICATION MARKS, REINFORCEMENT, CONNECTION DETAILS, SUPPORT ITEMS, DIMENSIONS, CONTRACTOR-VERIFIED OPENINGS, AND RELATIONSHIP TO ADJACENT MATERIALS.
 - 1.2. INDICATE DESIGN LOADS, DEFLECTIONS, CAMBERS, BEARING REQUIREMENTS, AND SPECIAL CONDITIONS.
 - 1.3. SHOP DRAWINGS SHALL BE SIGNED AND SEALED BY A PROFESSIONAL STRUCTURAL ENGINEER EXPERIENCED IN DESIGN OF CONCRETE AND LICENSED IN STATE OF FLORIDA.
2. DESIGN REQUIREMENTS
 - 2.1. CONFORM TO FDOT STANDARD CONSTRUCTION SPECIFICATIONS.
 - 2.2. DESIGN MEMBERS EXPOSED TO THE WEATHER SHALL PROVIDE FOR MOVEMENT OF COMPONENTS WITHOUT DAMAGE; FAILURE OF JOINT SEALS, UNDEQ STRESS ON FASTENERS OR OTHER DETRIMENTAL EFFECTS, WHEN SUBJECT TO SEASONAL OR CYCLIC DAY/NIGHT TEMPERATURE RANGES.
 - 2.3. DESIGN SYSTEM SHALL ACCOMMODATE CONSTRUCTION TOLERANCES, DEFLECTION OF OTHER BUILDING STRUCTURAL.
 - 2.4. MEMBERS AND CLEARANCES OF INTENDED OPENINGS.
 - 2.5. DESIGN SHALL ACCOUNT FOR POSSIBLE STRUCTURE FLOATATION ASSUMING WATER LEVEL IS AT GRADE. THIS CAN INCLUDE
 - 2.6. DESIGNING AN OVER-SIZE BASE OR CONCRETE ANCHOR COLLAR.
3. MATERIALS
 - 3.1. CEMENT: PORTLAND, CONFORMING TO ASTM C150, TYPE II A.
 - 3.2. AGGREGATE, SAND, WATER, ADMIXTURES: DETERMINED BY DESIGN REQUIREMENTS AND FDOT STANDARDS.
 - 3.3. REINFORCING STEEL: ASTM A615/A615M GRADE 60, DEFORMED STEEL BARS.
 - 3.4. WELDED STEEL WIRE FABRIC: ASTM A185, PLAIN TYPE.
 - 3.5. WATERPROOF COATING: MANUFACTURER'S STANDARD

4. DESIGN CODES

- 4.1. ACI-318-95, BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE, PUBLISHED BY THE AMERICAN CONCRETE INSTITUTE.
- 4.2. AISC MANUAL OF STEEL CONSTRUCTION - NINTH EDITION
- 4.3. 1993 BOCA

STRUCTURAL JOINT SEALERS

1. SUBMITTALS
 - 1.1. CONTRACTOR SHALL FURNISH MANUFACTURER'S PRODUCT DATA SHEETS FOR ALL JOINT SEALER COMPONENTS. SEALER COMPONENTS SHALL COMPLY WITH FDOT APL.
2. PRODUCT DESIGN REQUIREMENTS
 - 2.1. PROVIDE JOINT SEALANTS, BACKINGS, AND OTHER RELATED MATERIALS THAT ARE COMPATIBLE WITH ONE ANOTHER AND WITH JOINT SUBSTRATES UNDER CONDITIONS OF SERVICE AND APPLICATION, AS DEMONSTRATED BY SEALANT MANUFACTURER BASED ON TESTING AND FIELD EXPERIENCE.
3. INSTALLATION
 - 3.1. CONTRACTOR SHALL INSTALL STRUCTURAL JOINT SEALERS IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS AND ASSEMBLY DRAWINGS. COMPLY WITH RECOMMENDATIONS OF ASTM C 1193 FOR USE OF JOINT SEALANTS AS APPLICABLE TO MATERIALS, APPLICATIONS, AND CONDITIONS INDICATED.

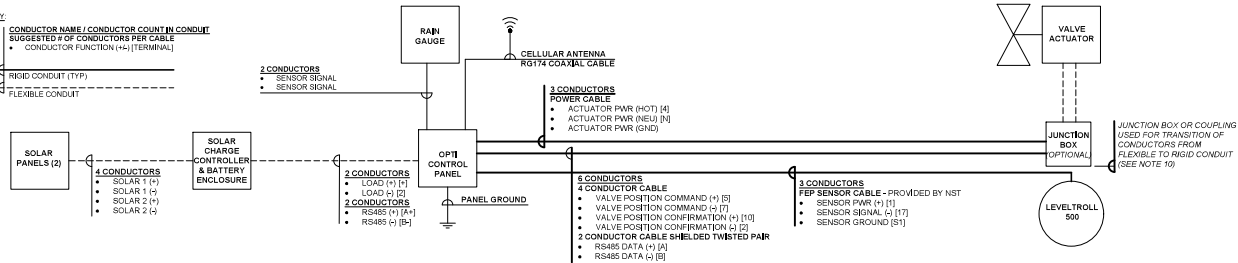
RESTORATION

1. ALL AREAS, INCLUDING NATURAL FEATURES OCCURRING THEREON, WHICH ARE DAMAGED OR DISTURBED BY THE CONTRACTOR'S OPERATIONS, SHALL BE RESTORED, REPAIRED OR REPLACED TO THE SAME OR SUPERIOR CONDITION WHICH EXISTED PRIOR TO CONSTRUCTION. CONTRACTOR SHALL GUARANTEE LAWNS AND LANDSCAPE THROUGH THE SPECIFIED MAINTENANCE PERIOD, AND UNTIL FINAL ACCEPTANCE OF THE WORK.
2. SUBMITTALS
 - 2.1. CONTRACTOR SHALL FURNISH MANUFACTURER'S SHOP DRAWINGS CLEARLY SHOWING MANUFACTURER'S SPECIFICATIONS AND INSTALLATION INSTRUCTIONS FOR ALL MATERIALS INCLUDING LOCATION OF SOURCE AND DATA FOR OFF-SITE TOPSOIL AND ANALYSIS OF SEED MIXTURE.
 - 2.2. SHOULD A HYDROSEEDER BE USED, THE CONTRACTOR SHALL SUBMIT ALL DATA INCLUDING MATERIAL AND APPLICATION RATES.
 - 2.3. SHIP LANDSCAPE MATERIALS WITH CERTIFICATES OF INSPECTION AS REQUIRED BY GOVERNMENTAL AUTHORITIES. COMPLY WITH GOVERNING REGULATIONS APPLICABLE TO LANDSCAPE MATERIALS
3. PRODUCT DESIGN REQUIREMENTS
 - 3.1. MATERIALS SHALL BE SELECTED AND INSTALLED TO MATCH EXISTING CONDITIONS WHEREVER DISTURBED BY CONTRACTORS OPERATIONS.
4. INSTALLATION
 - 4.1. CONTRACTOR SHALL RESTORE SURFACES IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS AND ADHERE TO METROPOLITAN ST. LOUIS SEWER DISTRICT STANDARDS.
 - 4.2. WHEN THE LANDSCAPE WORK IS COMPLETED, INCLUDING MAINTENANCE, THE ENGINEER WILL MAKE AN INSPECTION TO DETERMINE ACCEPTABILITY. WHERE INSPECTED LANDSCAPE WORK DOES NOT COMPLY WITH THE REQUIREMENTS, REPLACE REJECTED WORK AND CONTINUE SPECIFIED MAINTENANCE UNTIL RE-INSPECTED BY THE ENGINEER AND FOUND TO BE ACCEPTABLE. REMOVE REJECTED PLANTS AND MATERIALS PROMPTLY FROM THE PROJECT SITE.

SHEET 8 OF 10	GENERAL NOTES	PROJECT NO:	 JAXPORT PORT JAXPORT BENT POND & CHAC RETROFIT	ENGINEER OF RECORD: MARK P. THOMASSON, P.E. P.E. NO. 48287 TEL: 850-510-2226 NATIONAL STORMWATER TRUST, INC. LICENSE NO. 35163
		DRAWN: CHECKED: MPT APPROVED: MPT		

KEY
CONDUCTOR NAME / CONDUCTOR COUNT IN CONDUIT
SUGGESTED # OF CONDUCTORS PER CABLE
• CONDUCTOR FUNCTION (+/-) [TERMINAL]

— RIGID CONDUIT (TYP)
- - - FLEXIBLE CONDUIT



24VDC WIRING GUIDE - V 2.0.4				
CONTROL PANEL TERMINAL	EXTERNAL DEVICE TERMINAL	WIRE COLOR/CABLE LOCATION	PURPOSE	PROCURED BY
SOLAR LOAD CONNECTION				
+	L+	RED (+), LOAD WIRE FROM CHARGE CONTROLLER	SOLAR BATTERY POSITIVE (+) POWER	NST
2	L-	BLACK (-), LOAD WIRE FROM CHARGE CONTROLLER	SOLAR BATTERY NEGATIVE (-) POWER	NST
A+	A	2 CONDUCTOR CABLE, TWISTED PAIR	SOLAR CHARGE CONTROLLER DATA (+)	INSTALLER
B-	B	2 CONDUCTOR CABLE, TWISTED PAIR	SOLAR CHARGE CONTROLLER DATA (-)	INSTALLER
ACTUATOR - ROTORK IQ2500 (B93N2000)				
5	16	4 CONDUCTOR CABLE	VALVE POSITION COMMAND SIGNAL (+)	INSTALLER
7	17	4 CONDUCTOR CABLE	VALVE POSITION COMMAND SIGNAL (-)	INSTALLER
10	15	4 CONDUCTOR CABLE	VALVE POSITION CONFIRMATION SIGNAL (+)	INSTALLER
2	14	4 CONDUCTOR CABLE	VALVE POSITION CONFIRMATION SIGNAL (-)	INSTALLER
A+	27	2 CONDUCTOR CABLE, SHIELDED TWISTED PAIR	RS485 DATA (+)	INSTALLER
B-	28	2 CONDUCTOR CABLE, SHIELDED TWISTED PAIR	RS485 DATA (-)	INSTALLER
PRESSURE TRANSDUCER (4-20mA) - LEVELTROLL 500				
13	—	RED (+), PMC	LEVELTROLL 500 POWER	NST
2	—	BLACK (-), PMC	LEVELTROLL 500 NEUTRAL	NST
A	—	BLUE (RS485 SIGNAL)	LEVELTROLL 500 SIGNAL A	NST
B	—	GREEN (RS485 SIGNAL)	LEVELTROLL 500 SIGNAL A	NST
RAIN GAUGE - DAVIS				
16	—	RED	RAIN GAUGE SWITCH	OTHER
20	—	GREEN	RAIN GAUGE SWITCH	OTHER

ACTUATOR POWER CABLE AWG SPECIFICATIONS	
ROTORK IQ2500	
WIRE GAUGE	MAX. LENGTH (FT)
8	147
10	92
12	58
14	37
16	23
18	14

MINIMUM CONDUIT SIZE SPECIFICATIONS	
NO. CONDUCTORS	MIN. CONDUIT SIZE (IN)
2	1/2
3-6	3/4
7-9	1
10-12	1-1/4

ELECTRICAL INSTALLATION NOTES

1. DETERMINE IF THERE ARE UNDERGROUND UTILITIES IN THE WORK AREA PRIOR TO EXCAVATION, BY CALLING DIG SAFE AT LEAST 48 HOURS PRIOR TO STARTING WORK. CONTRACTOR SHALL BE LIABLE FOR ANY DAMAGE TO UNDERGROUND UTILITIES CAUSED BY TRENCHING OR EXCAVATION.
2. INSTALLATION OF THE CONTROL PANEL AND ASSOCIATED COMPONENTS (E.G., CABLING, CONDUIT, SENSOR(S)) MUST BE PERFORMED BY A LICENSED ELECTRICIAN. ELECTRICIAN SHALL BE RESPONSIBLE FOR ENSURING THAT THE CONTROL PANEL AND ASSOCIATED COMPONENTS ARE PROPERLY CONNECTED TO THE SOLAR POWER SYSTEM AND THAT CONDUIT AND CABLING IS SIZED AND INSTALLED PER THE NEC.
3. ALL CONDUCTORS SHALL BE IDENTIFIED AT EACH END (LABELED OR COLOR CODED) AND THE IDENTIFIED CONDUCTORS DOCUMENTED IN THE SITE LAYOUT MAP.
4. PENETRATIONS INTO CONTROL PANEL MUST BE IP68 RATED AND WATER SHALL PENETRATE ANY SEALS. SUBSURFACE TERMINATIONS SHALL BE SEALED WITH POLYURETHANE CLOSED-CELL FOAM DUCT SEALANT (PROCURED THROUGH NST WITH CONTROL PANEL).
5. REFERENCE "ACTUATOR POWER CABLE AWG SPECIFICATIONS" TABLE FOR THE CORRECT CONDUCTOR GAUGE FOR ACTUATOR POWER CONNECTIONS. ALL OTHER CONDUCTORS MUST BE AT LEAST 18AWG.
6. ALL BURIED CONDUIT RUNS SHALL BE RIGID SCH 40 PVC CONDUIT. ALL EXPOSED CONDUIT SHALL BE RIGID SCH 40 PVC OR FLEXIBLE TYPE-LA PVC. BURIED RIGID SCHEDULE 40 CONDUIT SHALL BE INSTALLED WITH A MINIMUM COVER OF AT LEAST 18" IN ACCORDANCE WITH TABLE 300.3 OF THE NEC.
7. CONDUIT SHALL BE SIZED PER THE NEC TO HAVE AN ADEQUATE CROSS-SECTIONAL AREA FOR INSTALLED CABLES. REFERENCE THE NST PROVIDED TABLE FOR MINIMUM CONDUIT SIZE. ACTUATOR HAS 4 PORTS FOR CONDUIT. USE REDUCING FITTING IF NEEDED.
8. LEAVE A MINIMUM OF 1 FOOT SPARE CABLING NEATLY COILED IN CONTROL PANEL FOR FUTURE MAINTENANCE OR SYSTEM MODIFICATIONS.
9. LEAVE A MINIMUM 3 FEET LOOP OF FLEXIBLE CONDUIT IN OUTLET STRUCTURE FOR EASE OF FUTURE MAINTENANCE. FLEXIBLE CONDUIT SHALL RUN FROM ACTUATOR TO JUNCTION BOX LOCATED IN OUTLET STRUCTURE. RIGID CONDUIT SHALL RUN FROM JUNCTION BOX TO OPTI CONTROL PANEL.
10. ALL SUBMERGED/SATURATED METAL HARDWARE SHALL BE STAINLESS STEEL. GALVANIZED STEEL MAY BE USED ABOVEGROUND OR IN DRY LOCATIONS.
11. PRESSURE REFERENCE DEVICE (COMPONENT OF LEVEL SENSOR AT CABLE TERMINATION) TO BE LOCATED IN OPTI CONTROL BOX. USE LABELING SCHEME DICTATED ON ELECTRICAL SCHEDULE.
12. CONNECT ALL EQUIPMENT GROUNDING CONDUCTORS TO THE OPTI CONTROL PANEL GROUNDING LUGS. GROUND THE OPTI CONTROL PANEL TO A GROUNDING ROD, GALVANIZED STEEL POLE, OR A CONCRETE-ENCASED GROUNDING ELECTRODE.
13. AFTER INSTALLATION, COMPLETE CONTRACTOR INSTALLATION CHECKLIST PROVIDED BY OPTI AND PROVIDE PHOTOS OF ALL INSTALLED EQUIPMENT. SEND SIGNED CHECKLIST AND PHOTOS TO OPTI.
14. OPTI WILL INSPECT PHOTOS OF INSTALLED COMPONENTS PRIOR TO ENERGIZING THE SYSTEM. FINAL COMPLETION SHALL BE REACHED WHEN (1) CONSTRUCTION OF THE SYSTEM PER THE PLANS IS COMPLETE, (2) THE ENGINEER OF RECORD HAS COMPLETED FINAL INSPECTION OF WORK AND ALL NOTED DEFICIENCIES HAVE BEEN CORRECTED TO THE SATISFACTION OF THE ENGINEER OF RECORD, OPTI, AND THE SITE OWNER, AND (3) AN AS-BUILT SKETCH HAS BEEN PROVIDED OF ALL INSTALLED COMPONENTS IF FINAL INSTALL LOCATIONS HAVE VARIED FROM PLANSET.

ENGINEER OF RECORD:
MARK P. THOMASSON, P.E.
P.E. NO. 48287
TEL: 850-510-2276
NATIONAL STORMWATER TRUST, INC.
LICENSE NO. 35163



national

stormwater trust

PROJECT NAME:
JAYPORT BRINT
POND & C&AC RETROFIT

PROJECT NO.:
ELECTRICAL DETAILS

SHEET
9
OF
10

DRAWN:
JLL
CHECKED:
MPT
APPROVED:
MPT

NATIONAL STORMWATER TRUST, INC. - 2282 KILGORE CENTER BLDG., FL 32209 - 888.597.6872 - NATIONALSTORMWATER.COM

SUMMARY OF ITEMS					
ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	SUPPLIER/RESPONSIBLE PARTY	COMMENTS
	12' - 4" X 3" - 0" SLUICE GATE	EA			
	ELECTRIC ACTUATOR	EA			
	SS OR GALVANIZED STUDS W/ NUTS	EA			
	EPOXY FOR STUDS	EA			
	SS SLUICE GATE STEM W/ HARDWARE	EA			
	GALVANIZED STEEL HEXAGONAL WIRE GRATING	EA			
	AMERESCO SOLAR PANEL (2) KIT	EA			
	OPTI CONTROL BOX KIT	EA			
	INSITU LEVEL SENSOR	EA			
	50' INSITU LEVEL SENSOR CABLE	EA			
	12V BATTERY	EA			
	AMERESCO BATTERY BOX KIT	EA			
	TEXAS INSTRUMENTS RAIN GAUGE	EA			
	SS OR GALVANIZED 12' 3.5" DIA. PIPE (CAPPED)	EA			
	SS OR GALVANIZED U-BOLT 3/8" X 3-7/16" X 4-9/16" W/ NUTS	EA			
	#5 REBAR	LF			
	#3 REBAR TIES	LF			
	COMBINATION MASTERLOCK	EA			
	SOD	SF			
	CONCRETE	CUFT			
	TAPCONS	EA			
	POLYWATER FST CONDUIT SEALANT	EA			
	3 1/4" 3/4" DIA. FLEX CONDUIT	EA			
	1 1/4" CONDUIT	LF			
	3/4" CONDUIT	LF			
	1 1/4" 90 DEG ELBOW CONDUIT	EA			
	3/4" 90 DEG ELBOW CONDUIT	EA			
	1 1/4" CONDUIT FASTENERS/STRAPS	EA			
	3/4" CONDUIT FASTENERS/STRAPS	EA			
	1 1/4" LIQUIDTIGHT CONNECTOR (W/LOCKNUT)	EA			
	3/4" LIQUIDTIGHT CONNECTOR (W/LOCKNUT)	EA			
	8' 4" DIA. PVC PIPE (CAPPED)	EA			
	SS HOSE CLAMP 3" TO 4"	EA			
	ELECTRICAL WIRE - 4 GA	LF			
	ELECTRICAL WIRE - 10 GA	LF			
	ELECTRICAL WIRE - 14 GA	LF			
	COPPER GROUNDING WIRE	LF			

PROJECT # B2023-11 / CONTRACT # MC-1859B
BIMT POND 8 CMAC RETROFIT

EXHIBIT A: SJRWMD PERMIT # 35866-114



St. Johns River Water Management District

Michael A. Register, P.E., Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • 386-329-4500 • www.sjrwmd.com

February 15, 2024

Kelsey Cox
Jacksonville Port Authority
2831 Talleyrand Ave
Jacksonville, FL 32206-3417

SUBJECT: 35866-114
JaxPort Pond 8 CMAC

Dear Sir/Madam:

Enclosed is your individual permit issued by the St. Johns River Water Management District on February 15, 2024. This permit is a legal document and should be kept with your other important documents. Permit issuance does not relieve you from the responsibility of obtaining any necessary permits from any federal, state, or local agencies for your project.

Technical Staff Report:

If you wish to review a copy of the Technical Staff Report (TSR) that provides the District's staff analysis of your permit application, you may view the TSR by going to the Permitting section of the District's website at www.sjrwmd.com/permitting. Using the "search applications and permits" feature, you can use your permit number or project name to find information about the permit. When you see the results of your search, click on the permit number and then on the TSR folder.

Noticing Your Permit:

For noticing instructions, please refer to the noticing materials in this package regarding closing the point of entry for someone to challenge the issuance of your permit. Please note that if a timely petition for administrative hearing is filed, your permit will become non-final and any activities that you choose to undertake pursuant to your permit will be at your own risk. Please refer to the attached Notice of Rights to determine any legal rights you may have concerning the District's agency action.

Compliance with Permit Conditions:

To submit your required permit compliance information, go to the District's website at www.sjrwmd.com/permitting. Under the "Apply for a permit or submit compliance data" section, click to sign-in to your existing account or to create a new account. Select the "Compliance Submittal" tab, enter your permit number, and select "No Specific Date" for the Compliance Due Date Range. You will then be able to view all the compliance submittal requirements for your project. Select the compliance item that you are ready to submit and then attach the appropriate information or form. The forms to comply with your permit conditions are available at www.sjrwmd.com/permitting under the section "Handbooks, forms, fees, final orders". Click on

GOVERNING BOARD

Rob Bradley, CHAIR
FLEMING ISLAND

Ryan Atwood
MOUNT DORA

Maryam H. Ghyabi-White, VICE CHAIR
ORMOND BEACH

Doug Bournique
VERO BEACH

J. Chris Peterson, SECRETARY
WINTER PARK

Douglas Burnett
ST. AUGUSTINE

Ron Howse
COCOA

Cole Oliver, TREASURER
MERRITT ISLAND

Janet Price
FERNANDINA BEACH

forms to view all permit compliance forms, then scroll to the ERP application forms section and select the applicable compliance forms. Alternatively, if you have difficulty finding forms or need copies of the appropriate forms, please contact the Bureau of Regulatory Support at (386) 329-4570.

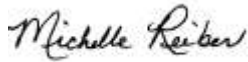
Transferring Your Permit:

Your permit requires you to notify the District within 30 days of any change in ownership or control of the project or activity covered by the permit, or within 30 days of any change in ownership or control of the real property on which the permitted project or activity is located or occurs. You will need to provide the District with the information specified in rule 62-330.340, Florida Administrative Code (F.A.C.). Generally, this will require you to complete and submit Form 62-330.340(1), "Request to Transfer Permit," available at <http://www.sjrwmd.com/permitting/permitforms.html>.

Please note that a permittee is liable for compliance with the permit before the permit is transferred. The District, therefore, recommends that you request a permit transfer in advance in accordance with the applicable rules. You are encouraged to contact District staff for assistance with this process.

Thank you and please let us know if you have additional questions. For general questions contact e-permit@sjrwmd.com or (386) 329-4570.

Sincerely,



Michelle Reiber, Bureau Chief
Division of Regulatory Services
St. Johns River Water Management District
525 Community College Parkway, S.E.
Palm Bay, FL 32909
(321) 409-2129

Enclosures: Permit
Notice of Rights
List of Newspapers for Publication

cc: District Permit File

Jacksonville Port Authority
2831 Talleyrand Ave
Jacksonville, FL 32206-3417

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
Post Office Box 1429
Palatka, Florida 32178-1429

PERMIT NO: 35866-114
PROJECT NAME: JaxPort Pond 8 CMAC

DATE ISSUED: February 15, 2024

A PERMIT AUTHORIZING:

Construction and operation of a Stormwater Management System for a 0.25-acre project known as JaxPort Pond 8 CMAC as per plans received by the District on November 7, 2023.

LOCATION:

Section(s): 19 Township(s): 1N Range(s): 28E
Duval County

Receiving Water Body:

Name	Class
St. Johns River	III Marine, IW

ISSUED TO:

Jacksonville Port Authority
2831 Talleyrand Ave
Jacksonville, FL 32206-3417

The permittee agrees to hold and save the St. Johns River Water Management District and its successors harmless from any and all damages, claims, or liabilities which may arise from permit issuance. Said application, including all plans and specifications attached thereto, is by reference made a part hereof.

This permit does not convey to the permittee any property rights nor any rights or privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation or requirement affecting the rights of other bodies or agencies. All structures and works installed by permittee hereunder shall remain the property of the permittee.

This permit may be revoked, modified or transferred at any time pursuant to the appropriate provisions of Chapter 373, Florida Statutes.

PERMIT IS CONDITIONED UPON:

See conditions on attached "Exhibit A", dated February 15, 2024

AUTHORIZED BY: St. Johns River Water Management District
Division of Regulatory Services

By:



Craig McCammon
Supervising Regulatory Scientist

"EXHIBIT A"
CONDITIONS FOR ISSUANCE OF PERMIT NUMBER 35866-114
JaxPort Pond 8 CMAC
DATED February 15, 2024

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.
2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the District staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.
3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5, F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.
4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the District a fully executed Form 62-330.350(1), "Construction Commencement Notice," (October 1, 2013) (<http://www.flrules.org/Gateway/reference.asp?No=Ref-02505>), incorporated by reference herein, indicating the expected start and completion dates. A copy of this form may be obtained from the District, as described in subsection 62-330.010(5), F.A.C., and shall be submitted electronically or by mail to the Agency. However, for activities involving more than one acre of construction that also require a NPDES stormwater construction general permit, submittal of the Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, DEP Form 62-621.300(4)(b), shall also serve as notice of commencement of construction under this chapter and, in such a case, submittal of Form 62-330.350(1) is not required.
5. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.
6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
 - a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex — "Construction Completion and Inspection Certification for Activities Associated with a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or

- b. For all other activities — “As-Built Certification and Request for Conversion to Operation Phase” [Form 62-330.310(1)].
 - c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.
- 7. If the final operation and maintenance entity is a third party:
 - a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.4 of Volume I) as filed with the Florida Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.
 - b. Within 30 days of submittal of the as- built certification, the permittee shall submit “Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity” [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.
- 8. The permittee shall notify the District in writing of changes required by any other regulatory District that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.
- 9. This permit does not:
 - a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
 - b. Convey to the permittee or create in the permittee any interest in real property;
 - c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
 - d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.
- 10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.
- 11. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.
- 12. The permittee shall notify the District in writing:
 - a. Immediately if any previously submitted information is discovered to be inaccurate; and

b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

13. Upon reasonable notice to the permittee, District staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.
14. If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section (DHR), at (850) 245-6333, as well as the appropriate permitting agency office. Project activities shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, F.S. For project activities subject to prior consultation with the DHR and as an alternative to the above requirements, the permittee may follow procedures for unanticipated discoveries as set forth within a cultural resources assessment survey determined complete and sufficient by DHR and included as a specific permit condition herein.
15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.
16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.
17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the District will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.
18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.
19. This permit for construction will expire five years from the date of issuance.
20. At a minimum, all retention and detention storage areas must be excavated to rough grade prior to building construction or placement of impervious surface within the area to be served by those facilities. To prevent reduction in storage volume and percolation rates, all accumulated sediment must be removed from the storage area prior to final grading and stabilization.

21. All wetland areas or water bodies that are outside the specific limits of construction authorized by this permit must be protected from erosion, siltation, scouring or excess turbidity, and dewatering.
22. This permit does not authorize the permittee to cause any adverse impact to or “take” of state listed species and other regulated species of fish and wildlife. Compliance with state laws regulating the take of fish and wildlife is the responsibility of the owner or applicant associated with this project. Please refer to Chapter 68A-27 of the Florida Administrative Code for definitions of “take” and a list of fish and wildlife species. If listed species are observed onsite, FWC staff are available to provide decision support information or assist in obtaining the appropriate FWC permits. Most marine endangered and threatened species are statutorily protected and a “take” permit cannot be issued. Requests for further information or review can be sent to FWCConservationPlanningServices@MyFWC.com.
23. The operation and maintenance entity shall inspect the stormwater or surface water management system once within two years after the completion of construction and every two years thereafter to determine if the system is functioning as designed and permitted. The operation and maintenance entity must maintain a record of each required inspection, including the date of the inspection, the name and contact information of the inspector, and whether the system was functioning as designed and permitted, and make such record available for inspection upon request by the District during normal business hours. If at any time the system is not functioning as designed and permitted, then within 30 days the entity shall submit a report electronically or in writing to the District using Form 62-330.311(1), “Operation and Maintenance Inspection Certification,” describing the remedial actions taken to resolve the failure or deviation.
24. This permit does not authorize any impacts to wetlands or other surface waters.
25. The stormwater management system must be constructed and operated as per plans received by the District on November 7, 2023.
26. The proposed Continuous Monitoring and Adaptive Control (CMAC) system provides for additional credits of 52.38 lbs. per year of total phosphorous and 374.66 lbs. per year of total nitrogen. ☐ These credits may be assigned to other projects of the Jacksonville Port Authority. within the Jacksonville Port Authority Blount Island Marine Terminal facility. The assignment of credits from this project related to the installation of the CMAC system will require a minor modification to this permit for recording and tracking purposes.
27. Credits will be released once all of the following occur:
 - a) Installation of CMAC and associated pond improvements,
 - b) As-Built Certification is submitted pursuant to condition no. 6,
 - c) The as-built certification is approved by District staff,
 - d) The backup system design required by condition no. 28 is approved in writing by District staff, and
 - e) The water quality monitoring plan required by condition no. 30 is approved in writing by District staff.
28. A conceptual design of a backup water quality treatment system that demonstrates equivalent nutrient removal to the levels predicted with the CMAC system must be submitted for District approval. The conceptual design submittal must include a cost estimate and acknowledgment from the permittee that they have the financial capability to install the backup system if warranted.
29. A permit modification must be obtained prior to discontinuing the use of the CMAC system. ☐ If credits have been allocated, the backup system must be installed within 90 days of obtaining such modification. ☐

30. A water quality monitoring plan for total phosphorus and total nitrogen must be submitted for review and written approval by the District. The plan will be designed to quantify the nutrient removal of the CMAC system. The plan will include a minimum of six months of data collection per year and cover the wet season for two years. The sampling must be conducted by personnel trained in water quality sampling and the results analyzed by a certified laboratory. The monitoring plan will commence once all the of the following occur:
a) District staff has provided written approval of the water quality monitoring plan, and
b) Credits have been released pursuant to condition 26, and
A monitoring report documenting the nutrient removal efficiency of the CMAC system will be submitted within 90 days of completion of the monitoring program.
31. If the monitoring results indicate a lower level of nutrient removal than predicted, the backup up system must be installed within 120 days of written notification by District staff. As an alternative, the applicant may elect to apply for a modification of this permit to adjust the credit ledger, if the balance of credits that have not been released warrants not installing the backup system.
32. The permittee shall submit annual water quantity monitoring reports that documents the performance of the CMAC system. The water level reports will commence once the as-built certification is submitted to the District. The annual report for a given year will be submitted by January 31 of the following year. With every annual inspection and reporting, the Permittee shall include supplemental certification of the proper functioning and operation of the CMAC system and verify: (a) the authenticity of the monitoring data, (b) the monitoring protocol conforms with the terms and conditions of this permit, and (c) the performance level of the CMAC system achieved during the submitted monitoring period. The supplemental certification shall be signed and sealed by a Florida-licensed Professional Engineer and include records of all water quantity and quality monitoring reports.
33. The permittee is required to submit proof of contract through the National Stormwater Trust that covers the operation and maintenance of the CMAC devices in accordance with the operation and maintenance plan authorized under this permit. The proof of contract is to be submitted to the Agency 90 days after permit issuance.
34. If a contract is signed with a third-party entity, the Jacksonville Port Authority is required to notify the Agency in writing prior to expiration of the active contract to pursue a permit modification.
35. If the Jacksonville Port Authority is unable to furnish proof of contract that the alternative stormwater management system and CMAC devices are to be operated and maintained by the National Stormwater Trust, a modification to this permit will be required prior to the expiration of the active contract.



St. Johns River Water Management District

Michael A. Register, P.E., Executive Director

7775 Baymeadows Way • Suite 102 • Jacksonville, FL 32256 • 904-730-6270 • www.sjrwmd.com

April 29, 2024

Kelsey Cox
Jacksonville Port Authority
2831 Talleyrand Ave
Jacksonville, FL 32206-3417
Sent via email: Kelsey.Cox@jaxport.com

Re: JaxPort Pond 8 CMAC: Revision to Condition No. 33.
Permit Number: 35866-114, Item Number: 1499075
(Please reference the permit number/item number on all correspondence.)

Dear Kelsey Cox:

The District received a request from your consultant, Mark Thomasson, P.E., to revise the language of condition no. 33 of the above referenced permit. The District agrees with this request and Condition No. 33 is hereby modified as follows:

33. The permittee is required to submit proof of contract through the National Stormwater Trust (NST), or comparably capable entity, which covers the operation and maintenance (O&M) of the CMAC devices in accordance with the operation and maintenance plan authorized under this permit. The proof of contract is to be submitted to the Agency prior to transferring to the operational phase of this permit. If a comparably capable O&M entity other than NST is proposed, the permittee must obtain District approval of the entity and maintenance contract prior to transferring to the operational phase of this permit.

Thank you for your cooperation with the permitting and compliance process. If you have any questions, please contact me at (904) 448-7917 or by email at dmiracle@sjrwmd.com.

Sincerely,

David Miracle, P.E.
Division of Regulatory Services

CC: Regulatory File
Pierre Alexandre

Mark Thomasson, P.E.; NST
Sent via email

GOVERNING BOARD

Rob Bradley, CHAIR
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Notice Of Rights

1. A person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District). Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code, the petition must be filed (received) either by delivery at the office of the District Clerk at District Headquarters, P. O. Box 1429, Palatka Florida 32178-1429 (4049 Reid St., Palatka, FL 32177) or by e-mail with the District Clerk at Clerk@sjrwmd.com, within twenty-six (26) days of the District depositing the notice of District decision in the mail (for those persons to whom the District mails actual notice), within twenty-one (21) days of the District emailing the notice of District decision (for those persons to whom the District emails actual notice), or within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes, and Chapter 28-106, Florida Administrative Code. The District will not accept a petition sent by facsimile (fax), as explained in paragraph no. 4 below.
2. Please be advised that if you wish to dispute this District decision, mediation may be available and that choosing mediation does not affect your right to an administrative hearing. If you wish to request mediation, you must do so in a timely-filed petition. If all parties, including the District, agree to the details of the mediation procedure, in writing, within 10 days after the time period stated in the announcement for election of an administrative remedy under Sections 120.569 and 120.57, Florida Statutes, the time limitations imposed by Sections 120.569 and 120.57, Florida Statutes, shall be tolled to allow mediation of the disputed District decision. The mediation must be concluded within 60 days of the date of the parties' written agreement, or such other timeframe agreed to by the parties in writing. Any mediation agreement must include provisions for selecting a mediator, a statement that each party shall be responsible for paying its pro-rata share of the costs and fees associated with mediation, and the mediating parties' understanding regarding the confidentiality of discussions and documents introduced during mediation. If mediation results in settlement of the administrative dispute, the District will enter a final order consistent with the settlement agreement. If mediation terminates without settlement of the dispute, the District will notify all the parties in writing that the administrative hearing process under Sections 120.569 and 120.57, Florida Statutes, is resumed. Even if a party chooses not to engage in formal mediation, or if formal mediation does not result in a settlement agreement, the District will remain willing to engage in informal settlement discussions.
3. A person whose substantial interests are or may be affected has the right to an informal administrative hearing pursuant to Sections 120.569 and 120.57(2), Florida Statutes, where no material facts are in dispute. A petition for an informal hearing must also comply with the requirements set forth in Rule 28-106.301, Florida Administrative Code.

Notice Of Rights

4. A petition for an administrative hearing is deemed filed upon receipt of the complete petition by the District Clerk at the District Headquarters in Palatka, Florida during the District's regular business hours. The District's regular business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Petitions received by the District Clerk after the District's regular business hours shall be deemed filed as of 8:00 a.m. on the District's next regular business day. The District's acceptance of petitions filed by e-mail is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at sjrwmd.com. These conditions include, but are not limited to, the petition being in the form of a PDF or TIFF file and being capable of being stored and printed by the District. Further, pursuant to the District's Statement of Agency Organization and Operation, attempting to file a petition by facsimile is prohibited and shall not constitute filing.
5. Failure to file a petition for an administrative hearing within the requisite timeframe shall constitute a waiver of the right to an administrative hearing. (Rule 28-106.111, Florida Administrative Code).
6. The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, Chapter 28-106, Florida Administrative Code, and Rule 40C-1.1007, Florida Administrative Code. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means the District's final action may be different from the position taken by it in this notice. A person whose substantial interests are or may be affected by the District's final action has the right to become a party to the proceeding, in accordance with the requirements set forth above.
7. Pursuant to Section 120.68, Florida Statutes, a party to the proceeding before the District who is adversely affected by final District action may seek review of the action in the District Court of Appeal by filing a notice of appeal pursuant to Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, within 30 days of the rendering of the final District action.
8. A District action is considered rendered, as referred to in paragraph no. 7 above, after it is signed on behalf of the District and filed by the District Clerk.
9. Failure to observe the relevant timeframes for filing a petition for judicial review as described in paragraph no. 7 above will result in waiver of that right to review.

NOTICING INFORMATION

Please be advised that the St. Johns River Water Management District will not publish a notice in the newspaper advising the public that it has issued a permit for this project.

Newspaper publication, using the District's notice form, notifies members of the public of their right to challenge the issuance of the permit. If proper notice is given by newspaper publication, then there is a 21-day time limit for someone to file a petition for an administrative hearing to challenge the issuance of the permit.

To close the point of entry for filing a petition, you may publish (at your own expense) a one-time notice of the District's decision in a newspaper of general circulation within the affected area as defined in Section 50.011 of the Florida Statutes. If you do not publish a newspaper notice to close the point of entry, the time to challenge the issuance of your permit will not expire and someone could file a petition even after your project is constructed.

A copy of the notice form and a partial list of newspapers of general circulation are attached for your convenience. However, you are not limited to those listed newspapers. If you choose to close the point of entry and the notice is published, the newspaper will return to you an affidavit of publication. In that event, it is important that you either submit a scanned copy of the affidavit by emailing it to compliancesupport@sjrwmd.com (preferred method) **or** send a copy of the original affidavit to:

Office of Records and Regulatory Support
4049 Reid Street
Palatka, FL 32177

If you have any questions, please contact the Office of Records and Regulatory Support at (386) 329-4570.

NOTICE OF AGENCY ACTION TAKEN BY THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

Notice is given that the following permit was issued on _____:

(Name and address of applicant) _____
permit# _____. The project is located in _____ County, Section
_____, Township _____ South, Range _____ East. The permit authorizes a surface
water management system on _____ acres for
_____ known as
_____. The receiving water body is _____.

A person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District). Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code (F.A.C.), the petition must be filed (received) either by delivery at the office of the District Clerk at District Headquarters, P.O. Box 1429, Palatka FL 32178-1429 (4049 Reid St, Palatka, FL 32177) or by e-mail with the District Clerk at Clerk@sjrwmd.com, within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes (F.S.), and Chapter 28-106, F.A.C. The District will not accept a petition sent by facsimile (fax). Mediation pursuant to Section 120.573, F.S., may be available and choosing mediation does not affect your right to an administrative hearing.

A petition for an administrative hearing is deemed filed upon receipt of the complete petition by the District Clerk at the District Headquarters in Palatka, Florida during the District's regular business hours. The District's regular business hours are 8 a.m. – 5 p.m., excluding weekends and District holidays. Petitions received by the District Clerk after the District's regular business hours shall be deemed filed as of 8 a.m. on the District's next regular business day. The District's acceptance of petitions filed by e-mail is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at www.sjrwmd.com. These conditions include, but are not limited to, the petition being in the form of a PDF or TIFF file and being capable of being stored and printed by the District. Further, pursuant to the District's Statement of Agency Organization and Operation, attempting to file a petition by facsimile (fax) is prohibited and shall not constitute filing.

The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, Chapter 28-106, Florida Administrative Code, and Rule 40C-1.1007, Florida Administrative Code. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means the District's final action may be different from the position taken by it in this notice. **Failure to file a petition for an administrative hearing within the requisite time frame shall constitute a waiver of the right to an administrative hearing. (Rule 28-106.111, F.A.C.).**

If you wish to do so, please visit http://www.sjrwmd.com/nor_dec/ to read the complete Notice of Rights to determine any legal rights you may have concerning the District's decision(s) on the permit application(s) described above. You can also request the Notice of Rights by contacting the Director of Office of Records and Regulatory Support, 4049 Reid St., Palatka, FL 32177-2529, tele. no. (386)329-4570.

NEWSPAPER ADVERTISING

ALACHUA

Gainesville Sun, Legal Advertising
2700 SW 13th Street
Gainesville, FL 32608
866-858-9652

BRAFORD

Bradford County Telegraph, Legal Advertising
P. O. Drawer A
Starke, FL 32901
904-964-6305/ fax 904-964-8628

CLAY

Clay Today, Legal Advertising
1560 Kinsley Ave., Suite 1
Orange Park, FL 32073
904-264-3200/ fax 904-264-3285

FLAGLER

Flagler Tribune, c/o News Journal
P. O. Box 2831
Daytona Beach, FL 32120-2831
386-681-2322

LAKE

Daily Commercial, Legal Advertising
P. O. Drawer 490007
Leesburg, FL 34749
352-365-8235/fax 352-365-1951

NASSAU

News-Leader, Legal Advertising
P. O. Box 766
Fernandina Beach, FL 32035
904-261-3696/fax 904-261-3698

ORANGE

Sentinel Communications, Legal Advertising
633 N. Orange Avenue
Orlando, FL 32801
407-420-5160/ fax 407-420-5011

PUTNAM

Palatka Daily News, Legal Advertising
P. O. Box 777
Palatka, FL 32178
386-312-5200/ fax 386-312-5209

SEMINOLE

Sanford Herald, Legal Advertising
300 North French Avenue
Sanford, FL 32771
407-323-9408

BAKER

Baker County Press, Legal Advertising
P. O. Box 598
Macclenny, FL 32063
904-259-2400/ fax 904-259-6502

BREVARD

Florida Today, Legal Advertising
P. O. Box 419000
Melbourne, FL 32941-9000
321-242-3832/ fax 321-242-6618

DUVAL

Daily Record, Legal Advertising
P. O. Box 1769
Jacksonville, FL 32201
904-356-2466 / fax 904-353-2628

INDIAN RIVER

Treasure Coast News
760 NW Enterprise Dr.
Port St. Lucie, FL 34986
772-283-5252

MARION

Ocala Star Banner, Legal Advertising
2121 SW 19th Avenue Road
Ocala, FL 34474
352-867-4010/fax 352-867-4126

OKEECHOBEE

Okeechobee News, Legal Advertising
P. O. Box 639
Okeechobee, FL 34973-0639
863-763-3134/fax 863-763-5901

OSCEOLA

Little Sentinel, Legal Advertising
633 N. Orange Avenue
Orlando, FL 32801
407-420-5160/ fax 407-420-5011

ST. JOHNS

St. Augustine Record, Legal Advertising
P. O. Box 1630
St. Augustine, FL 32085
904-819-3439

VOLUSIA

News Journal Corporation, Legal Advertising
P. O. Box 2831
Daytona Beach, FL 32120-2831
(386) 681-2322