

INVITATION TO BID

ITB No. C-2131



TALLEYRAND MARINE TERMINAL (TMT) PILE, CAP, AND BEAM REHAB

ITB DUE DATE: TUESDAY, NOVEMBER 3, 2026, before 2:00 PM

Elijah Wright, Sr. Contract Specialist

Elijah.Wright@JAXPORT.com

PROCUREMENT SERVICES

2831 Talleyrand Avenue, Jacksonville, Florida 32206

JAXPORT.com/procurement/active-solicitations



BID RELATED DOCUMENTS

FOR

TMT PILE, CAP, AND BEAM REHAB

Contract No.: C-2131

TALLEYRAND MARINE TERMINAL

BID RELATED DOCUMENTS

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INVITATION TO BID
TMT PILE, CAP, AND BEAM REHAB
TALLEYRAND MARINE TERMINAL
JAXPORT PROJECT NO.: T2027.02
JAXPORT CONTRACT NO.: C-2131

October 1, 2026

Sealed bids will be received by JAXPORT up to **2:00 PM (ET), TUESDAY, NOVEMBER 3, 2026**, at which time they shall be opened via "ZOOM" at: <https://us02web.zoom.us/j/87326197866?pwd=Q3xYYGHVYdFZSUL3coWIqVEu1PazZ0.1>, Meeting ID: 873 2619 7866, Passcode: 711748 for **TMT PILE, CAP, AND BEAM REHAB.**

All bids must be submitted in accordance with specifications and drawings for Contract No. **C-2131**.

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 THURSDAY, OCTOBER 15, 2026, AT 10:00 AM (ET), VIA "ZOOM" at:

<https://us02web.zoom.us/j/88673720170?pwd=vAoqr3DUHaFb2EN1Y8Cb1j2yott5Pu.1>, Meeting ID: 886 7372 0170, Passcode: 851732

ATTENDANCE BY A REPRESENTATIVE OF EACH PROSPECTIVE BIDDER IS MANDATORY.

Bid and contract bonds are required.

This project is funded by JAXPORT.

The mandatory SEB Participation Goal established for this project is 0%; however, SEB participation is encouraged.

Angelia Wilson
Director, Procurement Services
JAXPORT

BID CONTENTS AND FORMAT

TMT PILE, CAP, AND BEAM REHAB

Interested bidders shall prepare and electronically submit a bid package consisting of bidder's REQUIREMENTS (a-h), 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.: **C-2131**

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."
- h. Form EB-1 "Trimble (TID) E-Builder User Agreement".

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 OpenGov 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), TUESDAY, NOVEMBER 3, 2026. The submit button will deactivate at exactly 2:00 PM (ET) 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 "**C-2131**." "How to Submit Your Bid Response in OpenGov" is provided as "Attachment No. 1." Additional instructions on how to navigate in OpenGov, click the below link to access the "**Bidders Portal Instructional Training Guide**":

<https://opengov.my.site.com/support/s/article/8e675a48-dad3-4759-9bae-6b4cb7970d21>

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 OpenGov. Bidders must ensure that its electronic submission in OpenGov 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 Elijah.Wright@JAXPORT.com

"NO BID" RESPONSE

TMT PILE, CAP, AND BEAM REHAB

PROJECT: **TMT PILE, CAP, AND BEAM REHAB.**

CONTRACT NO. **C-2131**

BID OPENING DATE: **TUESDAY, NOVEMBER 3, 2026** TIME: **2:00 PM (ET)**

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

Elijah.Wright@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

TMT PILE, CAP, AND BEAM REHAB

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3.	Bid Amendments	SIB-2
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13.	Omissions, Discrepancies and Addenda	SIB-5
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SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

TMT PILE, CAP, AND BEAM REHAB

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 OpenGov 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 OpenGov" for additional instructions on how to navigate in OpenGov. Click the below link to access the **"Bidders Portal Instructional Training Guide"**:

SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

TMT PILE, CAP, AND BEAM REHAB

<https://opengov.my.site.com/support/s/article/8e675a48-dad3-4759-9bae-6b4cb7970d21>

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 OpenGov 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

SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

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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.

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

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and contract forms, and to be informed regarding any and all conditions and 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, 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 Procurement Services 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. It

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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 ITB 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 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 for that purpose and must be included as part of the "BIDDER REQUIREMENTS" at

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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;
 - Be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; or

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- 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 employ of another company.
 - The product(s) offered by the Bidder will conform to the specifications without exception.

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- 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 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

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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 & EMERGING BUSINESS (SEB) PARTICIPATION GOAL 0%.

The Authority has determined that the SEB participation is (0%) percent, however, SEB participation is encouraged 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 small business firms, disadvantaged business firms, and labor surplus area firms are used when possible.

- Small Business Firms – Designated by the Small Business Administration.
- Disadvantaged Business Firms – Designated by FDOT
- Labor Surplus Area Firms – Firms geographically located in distressed labor surplus areas designated by the Secretary of Labor

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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, 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.

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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. 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).

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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. Arrangements 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 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

SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

TMT PILE, CAP, AND BEAM REHAB

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. Escort by the Prime or Sub-contractor will be on a 1 to 3 ratio.

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

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 Escorts will be no more than a 1 to 3 ratio.

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 \$200.00 first two hours; \$125.00 each additional two-hour block thereafter.

SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

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

Examples:

1. One TWIC Escort for an 8-hour day is \$500.00 (= 4 TWIC Credentials)
2. One TWIC Escort for 1 5-day work week is \$2500.00 (= 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 Dames Point Marine 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

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.

SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

TMT PILE, CAP, AND BEAM REHAB

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: JAXPORT 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 JAXPORT 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 be considered a security breach under the JAXPORT FSP.

Seamen Center workers, ship's agents, etc who may pick up 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

SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

TMT PILE, CAP, AND BEAM REHAB

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.
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 immediately 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

SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

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22. ELECTRONIC DATA REQUIREMENTS TRIMBLE (TID) E-BUILDER

A. General Requirements:

- a) Contractor must purchase at a minimum one (1) user license (see Section 22. H. for details) from JAXPORT and shall provide at a minimum, the following to its staff:
 - i. Computer: Minimum Intel Pentium® 4 Processor 2.4 GHz or equivalent processor with 512MB of RAM; recommended Centrino Duo® Processors 1.6 GHz or equivalent with 2GB of RAM, or higher.
 - ii. Computer Operation System: Windows XP, Windows Vista, or Windows 7
 - iii. Web Browser: Microsoft Internet Explorer 9
 - iv. Work and Spreadsheet Processors: Microsoft Office Word, Excel and Outlook
 - v. Scheduling Software: Microsoft Project or Primavera
 - vi. Internet Service Provider: A reliable ISP in the area of the Project
 - vii. Connection Speed/Minimum Bandwidth: DSL, ADSL or T1 Line for transferring a minimum of 3 Mbps Downstream and 512 Kbps Upstream
- b) Contractor shall provide its management personnel assigned to this Project with access to personal computers and the Internet on a daily basis.

B. Project Web Requirements; Use of Trimble (TID) E-Builder Enterprise:

This project will utilize a web based project management tool called Trimble (TID) E-Builder Enterprise™. This web based application is a collaboration tool, which will allow all project team members continuous access through the Internet to important project data as well as up to the minute decision and approval status information.

Contractor shall conduct Project controls, outlined by JAXPORT, Design Firm (EoR), and the Project Manager, utilizing Trimble (TID) E-Builder Enterprise™. No additional software will be required. Furthermore, JAXPORT'S Engineering and Construction Department will assist Contractor in providing training of personnel.

Contractor shall have the responsibility for visiting the Project web site on a daily basis, and as necessary to be kept fully apprised of Project developments, for correspondence, assigned tasks and other matters that transpire on the site. These may

SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

TMT PILE, CAP, AND BEAM REHAB

include but are not limited to: Contracts, Contract Exhibits, Contract Amendments, Drawing Issuances, Addenda, Bulletins, Permits, Insurance & Bonds, Safety Program Procedures, Safety Notices, Accident Reports, Personnel Injury Reports, Schedules, Site Logistics, Progress Reports, Daily Logs, Non-Conformance Notices, Quality Control Notices, Punch Lists, Meeting Minutes, Requests for Information, Submittal Packages, Substitution Requests, Monthly Payment Request Applications, Supplemental Instructions, Construction Variation Directives, Potential Variation Orders, Variation Order Requests, Variation Orders, and the like. All supporting data including but not limited to shop drawings, product data sheets, manufacturer data sheets and instructions, method statements, safety MSDS sheets, Substitution Requests and the like will be submitted in digital format via Trimble (TID) E-Builder Enterprise™.

C. Electronic File Requirements:

In addition to the standard closeout submittal requirements detailed elsewhere in the Contract Documents, the Contractor shall also submit all closeout documents including all "As-Built Drawings", catalog cuts and Owner's Operation and Maintenance manuals in digital format. All documents (including as-built drawings) shall be converted or scanned into the Adobe Acrobat (.PDF) file format and uploaded to Trimble (TID) E-Builder Enterprise™.

Trimble (TID) E-Builder Enterprise™ is a comprehensive Project and Program Management system that JAXPORT will be implementing for managing documents, communications and costs between the Contractor, Design Consultants and Owner. Trimble (TID) E-Builder Enterprise™ includes extensive reporting capabilities to facilitate detailed project reporting in a web-based environment that is accessible to all parties and easy to use.

D. Central Document Vault:

Trimble (TID) E-Builder Enterprise™ system includes a central database that maintains all project information and manages project communications amongst team members.

E. Communication/Correspondence:

Trimble (TID) E-Builder provides electronic routable communication forms that provide historical tracking, documentation, and increased accountability of project members.

F. Project Calendars:

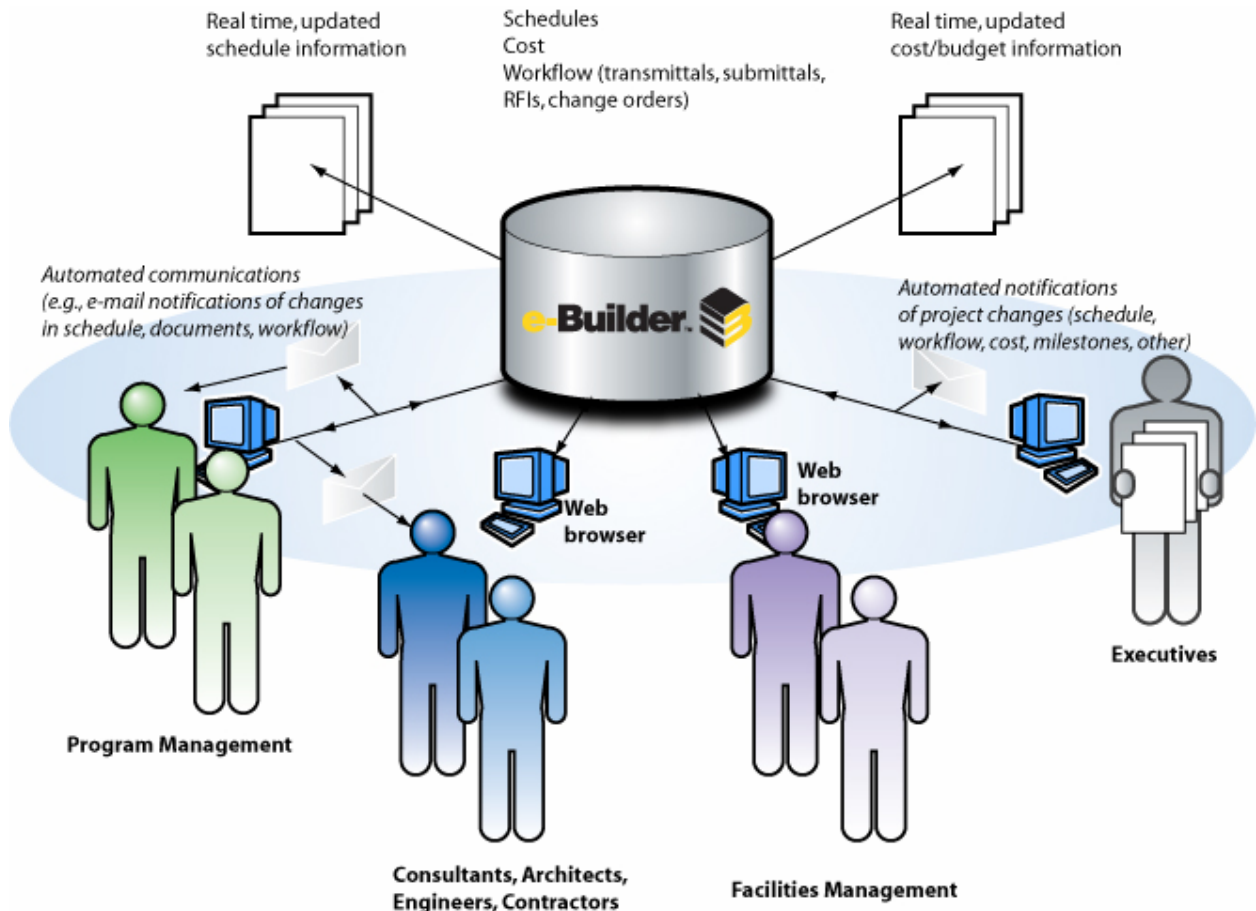
Meetings will be scheduled and maintained centrally on Trimble (TID) E-Builder Enterprise™.

SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

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G. Reporting:

All of the project and program data including documents, communications and costs are accessible through integrated online reports. These reporting tools are completely configurable by each user. All reports can be exported to Excel for added flexibility.



TRIMBLE (TID) E-BUILDER LICENSING REQUIREMENTS

H. Trimble (TID) E-Builder Enterprise™ User Licenses:

Each user license includes full access to Trimble (TID) E-Builder Enterprise™ including all of the documents and reports mentioned above. Furthermore, each user license provides the Trimble (TID) E-Builder software as a service (SaS) including:

- All hosting, operation, maintenance and data backup of the Trimble (TID) E-Builder Enterprise™ software and documents which are maintained in state-of-the-art data centers located throughout the United States.

SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

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- Quarterly Trimble (TID) E-Builder Enterprise [™] software enhancements
- Unlimited phone, email and web-based support 24-hours:

The cost for licenses that the Contractor will need to acquire will be \$1,800.00 per user, per license year and shall remain in effect for a minimum of one year from license activation. Payment must be in the form of a check; payable to JAXPORT for the number of licenses needed by the Contractor and will be collected prior to the Notice-to-Proceed.

Additional licenses can be obtained at any time during the project for the same price and license term by contacting JAXPORT's Project Manager.

How to Submit Your Bid Response in OpenGov

<https://opengov.my.site.com/support/s/article/8e675a48-dad3-4759-9bae-6b4cb7970d21>

Access the Bid Package

To access the bid package, vendors must log in to **OpenGov Procurement** using the email address associated with the solicitation invitation. Once logged in, vendors may view the solicitation, begin a draft response, and complete all required submission steps.

To access the bid package

1. Click the link provided in the solicitation or bid invitation email.
2. The OpenGov Procurement project page will be displayed.
3. Log in using your OpenGov credentials.
4. Click the name of the solicitation you want to access.
5. The solicitation details page will be displayed.

If you do not see the bid package you are expecting, ensure you are logged in under the correct email address.

Accept or Decline the Invitation to Bid

1. Access the solicitation to display the Overview or Details tab.
2. Select **Draft Response** to indicate your intent to bid.
3. If you do not intend to participate, select **No Bid** to formally decline.

Review Solicitation Information

The solicitation view contains key information at the top of the screen:

- **Title:** Displays the solicitation/project name.

- **Status:** Displays Open or Closed and whether you have started, submitted, or declined the response.
- **Timeframe:** Displays how much time is left before the bid due date/time.
- **Summary:** Displays the current financial total of your bid response (if applicable).
- **Bid Info:** Displays solicitation description, contact person, pre-bid meeting details, and bid instructions.
- **Documents:** Drawings, specifications, and other documents for the bid are published on this tab.
- **Addenda:** All addenda must be acknowledged before submitting your bid.

If addenda are published after you have submitted a bid response, your bid will be set back to **Draft** status and you will need to resubmit your response.

Files may be downloaded individually or in bulk (.zip format).

Submit Your Bid Response

Bid responses are submitted through the **Draft Response** workflow.

Step 1: Bid Form / Pricing

- Enter pricing for all required line items.
- Provide detail at the level required by the solicitation (lump sum, quantities, unit prices).
- The **Summary** box maintains a running total of your entries.
- Click **Save** periodically to ensure your work is saved.

Step 2: Required Documents

- Upload all required supporting documents.
- Any custom fields configured for the solicitation will also appear here.
- All uploaded documents will be displayed in a table for review.

Step 3: Additional Required Information

- Complete all additional questions or qualification statements.

- Acknowledge all addenda issued for the solicitation.

Final Submission

- Review your entire response.
 - Click **Submit Response**.
 - A confirmation window will appear asking you to verify your submission.
 - Once confirmed, your response will be officially submitted.
 - You will receive an email confirmation, and the submission date/time will be recorded.
-

Additional Notes

- After the bid due date/time has passed, the **Submit** button will be disabled. No late submissions will be permitted or accepted.
 - If the agency publishes an addendum or modifies required fields, your response will revert to **Draft** status and must be resubmitted.
 - Save your work frequently.
 - Submit your response at least **60 minutes before the due time** to allow time to resolve any issues.
 - Failure to submit all required information or documents will result in the bid being considered **non-responsive**.
-

Recall Your Bid Response (Only if Necessary)

If you need to make changes after submitting your bid:

- Click **Unsubmit Response**.
- Make necessary corrections.
- Resubmit your bid before the due date/time.

The agency cannot view your bid until you submit it again.

BIDDERS MINIMUM REQUIREMENTS

TMT PILE, CAP, AND BEAM REHAB

DATE: _____

Name of Bidder: _____

Address: _____

The following information is required in connection with your bid under Contract No. **C-2131**.

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

TMT PILE, CAP, AND BEAM REHAB

4. Are you prepared to accomplish the work in accordance with the project time frame specified on page SC-2 as **(270)** 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 four (4) projects similar in nature to the scope of work of this project with a contract value no less than \$500,000 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.

Year	Gross Receipts From Construction Contracts	Average Annual Volume: \$
		Est. Annual Capacity: \$

BIDDERS MINIMUM REQUIREMENTS

TMT PILE, CAP, AND BEAM REHAB

	\$	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: _____

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

Equipment Type, Capacity and Manufacturer	Age	Condition	Location

BIDDERS MINIMUM REQUIREMENTS

TMT PILE, CAP, AND BEAM REHAB

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

of licenses _____ Duration of licenses _____

12. Have you determined that each proposed subcontractor is technically and financially able to perform the work to be subcontracted and prepared with equipment and personnel to complete the work within the time allowed by the specifications? _____

13. Is your firm prepared and equipped to complete the contract within the time prescribed herein? _____

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

15. Has your firm been debarred, suspended or otherwise prohibited from submitting a bid in the past 5 years? _____ If yes, provide complete details: _____

16. Has your firm been terminated for cause on any project in the past 5 years? _____ If Yes, all details: _____

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.: C-2131

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.: C-2131

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.: C-2131

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.: T2027.02
JAXPORT CONTRACT NO.: C-2131
TMT PILE, CAP, AND BEAM REHAB
TALLEYRAND MARINE TERMINAL

BIDDER'S NAME: _____

The undersigned hereby proposes to furnish all materials, equipment, labor, and supervision for the above identified project, in accordance with the specifications and drawings for Contract No. **C-2131**, at the following price:

Scope of Work: The Jacksonville Port Authority is seeking qualified contractors to furnish all labor, materials, equipment, incidentals, testing, means and methods, and supervision necessary to perform repairs to existing prestressed concrete piles at the Talleyrand Marine Terminal, in accordance with Scope of Work and Contract Specifications.

A. BASE BID - LUMP SUM ITEMS					
Item Number	Description	Total Item Amount			
Division 01 - General Requirements					
1	Mobilization / Demobilization	\$			
2	General Requirements	\$			
Division 03 - Prestressed Concrete Pile Repairs					
3	Pre-Construction Pile Inspection including Reporting	\$			
4	CPS Commissioning and Reporting	\$			
A. SUM OF ALL LUMP SUM WORK EXCLUDING UNIT PRICED WORK (ITEMS 1-4)					\$
B. BASE BID - UNIT PRICE ITEMS					
Repair Type	Description	Quantity	Unit	Unit Price	Total Item Amount
1A	Non-Structural Pile Jacket Repair, Type 1A (Existing 18-inch square prestressed concrete piles)	142	linear ft		\$
1B	Non-Structural Pile Jacket Repair, Type 1B (Existing 18-inch square prestressed concrete piles)	710	linear ft		\$
2A	Structural Pile Jacket Repair, Type 2A (Existing 18-inch square prestressed concrete piles)	20	linear ft		\$
2B	Structural Pile Jacket Repair, Type 2B (Existing 18-inch square prestressed concrete piles)	31	linear ft		\$
2C	Contractor Standby due to Compensable Delay (see note 2)	10	Calendar Day		\$
B. ITEMIZED UNIT PRICE TOTAL (ITEMS 1A-2C)					\$
C. BASE BID TOTAL (LINE A, ITEMS 1-4) + (LINE B, ITEMS 1A-2C)					\$
D. OWNER'S OPTION - BERTH 7 PILE CLEANING					
Item Number	Description	Quantity	Unit	Unit Price	Total Item Amount
1	Owner's Option — Berth 7 Pile Cleaning (Marine growth and biofouling removal; priced separately from the Base Bid)	109,600	sq ft		\$
D. OWNER'S OPTION TOTAL (NOT INCLUDED IN BASE BID)					\$
Notes					
(1) Bid Evaluation - Bids will be evaluated based on Line C above.					
(2) Refer to Specification Section 01 29 00 for the definition and enforcement requirements for Compensable delays. In all cases, the Contractor is to exercise all reasonable efforts to remain productive and to accommodate JPA and Tenant operations. The unit price will be applied as sole compensation in those instances where compensable delays occur and result in Contractor's right for compensatory damages, in accordance with the Conditions of the Contract.					
(3) Estimated pile jacket quantities are rounded up to the nearest foot unless jacket length is greater than the distance from the bottom of defect to the assumed mudline.					

BID FORM
JAXPORT PROJECT NO.: T2027.02
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(Submission of more than one bid form for the same work by an individual, firm, partnership or corporation under the same or different names and/or any alterations, exceptions or comments contained within the bid form shall be grounds for rejection of the bid)

Basis of Award: The Authority reserves the right to award the Bidder whose price is the lowest, based on Total Bid Amount (Line A) Items 1-4 + (Line B) Items 1A-2C.

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.

Bidder's Attestation:

Initials:_____ **Date:**_____ I hereby attest, as the Bidder's authorized agent, that Firm is not owned, an affiliate of, or substantially controlled or influenced by the government of a foreign country of concern as defined below.

Under Florida Statutes, JAXPORT, like all state agencies and local government entities, is prohibited from entering into any contract or agreement with a foreign country of concern, which has been defined as "the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern."

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: _____

BID FORM
JAXPORT PROJECT NO.: T2027.02
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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

Mailing Address, if different from above

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.: T2027.02
JAXPORT CONTRACT NO.: C-2131
TMT PILE, CAP, AND BEAM REHAB
TALLEYRAND 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.: T2027.02
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TMT PILE, CAP, AND BEAM REHAB
TALLEYRAND 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

ELECTRONIC DATA REQUIREMENTS TRIMBLE (TID) E-BUILDER

Exhibit

JAXPORT CONTRACT NO.: C-2131

Contractor agrees to the following:

"The Trimble (TID) E-Builder system is for authorized users only. Unauthorized use of this system is strictly prohibited and may be subject to criminal prosecution. Use of this network constitutes consent to monitoring retrieval and disclosure of any information stored within the system for any purpose including criminal prosecution. Information contained within this system is confidential, intended for the licensed users and may contain information that is proprietary to the user, and/or privileged, confidential and/or otherwise exempt from disclosure under applicable state and federal law. Use by anyone other than the licensed users is not a waiver of any applicable privilege."

Signature

Company Name

Name of Official (type or print)

Business Address

City and State

Zip Code

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 _____

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



JPA FPN #: T2027.02

CONTRACT RELATED DOCUMENTS

FOR

TMT PILE, CAP, AND BEAM REHAB

Contract No.: C-2131

TALLEYRAND 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:

Brandon Brazier
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 SEB 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 electronically in Trimble (TID) E-Builder; 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 electronically in Trimble (TID) E-Builder.

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".

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

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.

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.

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

- (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, 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

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

disturbed by the Contractor shall be restored at his expense.

2. Execution of the Work.

- 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.

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

- 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 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.

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

- 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, 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

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

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 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.

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

- (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 electronically in Trimble (TID) E-Builder 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 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

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

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 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

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

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 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 electronically in Trimble (TID) E-Builder 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 electronically in Trimble (TID) E-Builder 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.

d. 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.

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

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 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 electronically in Trimble (TID) E-Builder, 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 electronically in Trimble (TID) E-Builder 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 SEB 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 electronically in Trimble (TID) E-Builder 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 electronically in Trimble (TID) E-Builder 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 electronically in Trimble (TID) E-Builder 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).

SECTION IV.: ADMINISTRATIVE (... Continued)

- Quality control program.
 - 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 Trimble (TID) 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 electronically in Trimble (TID) E-Builder 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, through Trimble (TID) E-Builder 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:

SECTION IV.: ADMINISTRATIVE (... Continued)

(1) Form AFP-1 Application for Payment

(2) Form AFP-2 Schedule of Values

(3) Progress Schedule

(4) SEB 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

SECTION IV.: ADMINISTRATIVE (... Continued)

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 SEB Form 5.

- 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

SECTION IV.: ADMINISTRATIVE (... Continued)

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 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 C-2131 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)

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

below, the Contractor shall furnish the Owner with the original of the policy or policies of insurance required and a Certificate of Insurance 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

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

acceptable to the Owner, the Contractor shall be in default of this contract.

- 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

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

occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 2010 07 04 or GC 2010 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

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

the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-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.

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

- (e) As an alternative to the OCP policy, the Contractor may include the Owner and the Owner's officials, officers, agents, consultants 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.

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

- (f) The policy must be specifically endorsed to provide the Owner with 45 days' written notice of cancellation, non-renewal or 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,

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

officers, employees, representatives and agents by any employee of the Contractor, any subcontractor, anyone directly or indirectly 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

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

defense without relieving Contractor of any obligation hereunder.

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

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

Company shall provide the Owner with evidence satisfactory to the 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

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

deemed to be due under this contract until such new or additional security 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 **270** 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:

\$1,685.00 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.

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- 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:

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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.

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- 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
____ BEING CONSTRUCTED FOR
THE JACKSONVILLE PORT AUTHORITY UNDER CONTRACT
NO. ____.**

FIRM: _____

SIGNATURE: _____

NAME TYPED: _____

TITLE: _____

DATE: _____

REQUIRED LIMITS OF INSURANCE

Prior to commencing Work, Contractor shall furnish Owner with Certificates of Insurance (COI), and copies of required Endorsements and Forms, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below.

Additional Insured Endorsement must be submitted with COI document.

Owner shall be included as an additional insured under the Commercial General Liability policy for on-going and completed operations.

Primary & Non-Contributory Endorsement must be submitted with COI document.

Contractors CGL coverage must be Primary and Non-Contributory.

Waiver of Subrogation is required for Workers Compensation, CGL, and Auto Liability.

Waiver of Subrogation Form must be submitted with COI document.

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, or any other coverage 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 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. MARINE GENERAL LIABILITY OR COMMERCIAL GENERAL LIABILITY WITH MARINE GENERAL LIABILITY ENDORSEMENT

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 to a Marine General Liability Policy with the following minimum limits:

- \$5,000,000 Each Occurrence, \$5,000,000 General Aggregate
- \$5,000,000 Products/Completed/On-Going Operations Aggregate
- \$1,000,000 Personal and Advertising Injury (each occurrence)
- \$1,000,000 Bodily Injury and Property Damage (each occurrence)

with maximum deductible or self-insured retention not exceeding \$100,000.

3. UMBRELLA LIABILITY (if CGL Limits are less than Required Limits)

- \$5,000,000 per Occurrence; \$5,000,000 Aggregate

Minimum underlying coverages shall include Commercial General Liability, and Automobile Liability.

4. BUSINESS AUTO POLICY

Limit no less than \$1,000,000 per accident for bodily injury and property damage. Maximum deductible or self-insured retention in an amount not exceeding \$10,000. Any deductible or self-insurance retention should be indicated on the Bidder's COI document.

Covering any auto (code 1);

If no owned autos, hired (Code 8) and Non-owned autos (Code 9)

Failure of Contractor to maintain the required insurance shall constitute a default under this Agreement and, at Owner's option, shall allow Owner to terminate this Agreement.

5. CONTRACTOR LIABILITY

Contractor shall obtain Contractors Liability coverage for property damage to such building(s), structure(s) or addition(s) with applicable sub-limits, or equivalent policy form with the minimum amount of insurance to be 100 percent of the completed value of such building(s), structure(s) or addition(s).

Contractor shall maintain such Contractor Liability insurance from the inception of its services, and until at least three (3) years after completion of all services required under this Agreement.

Prior to commencement of services, the Proposer / Consultant shall provide to JPA a certificate or certificates of insurance, signed by an authorized representative of the insurer(s) evidencing the insurance coverage specified in the foregoing Articles and Sections. The required certificates shall not only name the types of policies provided, but shall also refer specifically to this Agreement and Article, and to the above paragraphs in accordance with which insurance is being furnished, and shall state that such insurance is provided as required by such paragraphs of this Agreement.

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.

Sub-Contractor'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.

Failure of Contractor to maintain the required insurance shall constitute a default under this Agreement and, at Owner's option, shall allow Owner to terminate this Agreement.

Failure of Owner to demand such certificate or other evidence of full compliance with these insurance requirements, or failure of Owner to identify a deficiency from evidence that is provided, shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

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/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/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: C-2131

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 SEB, 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)



C-2131
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.: C-2131
Project No.: T2027.02
TMT PILE, CAP, AND BEAM REHAB
TALLEYRAND MARINE TERMINAL**

Designed by CONSULTANT:

JACOBS ENGINEERING GROUP, INC.

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. **C-2131** 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**)

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 **270** 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: **C-2131**

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: TMT PILE, CAP, AND BEAM REHAB
TALLEYRAND MARINE TERMINAL

ENGINEER:

ARCHITECT'S PROJECT NO.:

TENANT:

PROJECT NO.: T2027.02
CONTRACT NO.: C-2131

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 at 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:TMT PILE, CAP, AND BEAM REHAB
(name, address)

PROJECT NO.T2027.02

TO (Owner)

CONTRACT NO.:C-2131

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: **TMT PILE, CAP, AND BEAM REHAB**

Location: **TALLEYRAND MARINE TERMINAL**

Contract No(s): **C-2131**

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: **TMT PILE, CAP, AND BEAM REHAB**

Location: **TALLEYRAND MARINE TERMINAL**

Contract No(s): **C-2131**

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.

OWNERS SAFETY GUIDELINES

Jobsite Requirement

- 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 **TMT PILE, CAP, AND BEAM REHAB, TALLEYRAND 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.

BOND NO.: _____

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 C-2131
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 **C-2131, TALLEYRAND 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 & SPECIFICATIONS

FOR

TMT PILE, CAP, AND BEAM REHAB

Project No.: T2027.02

Contract No.: C-2131

TALLEYRAND MARINE TERMINAL

JAXPORT
JACKSONVILLE PORT AUTHORITY

SCOPE OF WORK
TALLEYRAND MARINE TERMINAL — BERTH 6 PRESTRESSED CONCRETE PILE
REPAIRS

Facility	Talleyrand Marine Terminal (TMT), Berth 6 — 2831 Talleyrand Ave., Jacksonville, FL 32206
Owner	Jacksonville Port Authority (JAXPORT)
Contract No.	C-2131
Solicitation Status	Issued for Bid
Engineer of Record	Jacobs Engineering Group, Inc., 701 San Marco Blvd., Suite 810, Jacksonville, FL 32207 — Paul Starr, PE (Project Manager); Lee Hellstrom, PE (Structural Engineer)
Structure Limits	Sta. 17+00–25+00 (800 LF); 62 FT wide; 18" sq. prestressed piles, bents ~7'-0" O.C. longitudinal, 4–5 rows (A–D/A–E) at 16'-0" O.C. transverse (Dwg. S-201/S-202)
Basis of Contract	Unit-price, single prime; 270 calendar days NTP to Substantial Completion
Repair Basis	56 numbered deficiencies (IDs 1–56), each on a separate pile (56 piles total), per Dwg. S-302, Pile Repair Table of Deficiencies
Source Documents	C-2131 IFB Drawings and Specifications
Prepared For	JAXPORT — Engineering & Construction
Prepared By	Brandon Brazier

1. Purpose

Berth 6 at Talleyrand Marine Terminal (TMT) is an active wharf that supports containerized cargo operations and will remain active throughout the Work. A prior underwater inspection found deterioration scattered throughout the berth's prestressed concrete pile substructure — cracking, exposed reinforcing steel, and isolated section loss chief among it — that, left unrepaired, reduces the piles' load-carrying capacity and compromises the structure's ability to safely carry berthing, mooring, crane, and cargo-handling loads.

This project restores the affected piles' structural capacity and durability through concrete repair, fiberglass and cementitious jacketing, and a cathodic protection system that arrests ongoing corrosion. The goal is to keep Berth 6 in safe service for its remaining design life without interrupting Tenant operations.

2. Existing Conditions and Repair Basis

Berth 6 is an 800 LF wharf, from Station 17+00 to 25+00, and is 62 FT wide, built on 18" square prestressed concrete piles. Its bents are spaced approximately 7'-0" apart longitudinally, and each bent comprises 4 to 5 pile rows, labeled A through D or A through E, spaced 16'-0" apart transversely, with the waterside row (Row A) typically battered. Pile length from the underside of the cap to the mudline ranges from about 16 FT at Row D to about 40 FT at Rows A/B, and the mudline elevation varies seasonally. The berth remains in continuous service throughout the Work, so the Contractor's means, methods, and sequencing shall avoid interfering with Tenant operations.

The repair scope comes from a prior underwater inspection, tabulated in the Contract Documents (the Pile Repair Table of Deficiencies), which identified 56 repair locations, one on each of 56 distinct piles.

Vertical cracking, generally 1/16" to 1/8" wide, is the predominant deficiency, found at 51 of the 56 locations. The remaining five are a broken pile with 85% section loss from spalling near the mudline at Repair ID 10, Pile 25-A (Dwg. S-301, Gen. Note 3), which the Contractor shall confirm the full extent of before finalizing the repair, and should schedule early given its potential to affect design and quantities (Section 5.5); two locations with exposed prestressing strand from deteriorated encasement, Repair IDs 13 and 55 at Piles 28-A and 88-A, both designated Type 2B structural jacket repairs; a 16" horizontal sawcut just below the pile cap at Repair ID 1, Pile 251.5-DBAT; and a void at the top of the pile at Repair ID 56, Pile 93-C.

Full defect dimensions, station, and estimated jacket length for all 56 Repair IDs are reproduced in Exhibit A. The dimensions in the Contract Documents are neat, as-inspected values; the Contractor shall field-verify the actual extent of each repair, notify the Owner if measured quantities exceed the Bid Form quantities, and obtain prior authorization before repairing any location not shown in the Contract Documents.

3. Applicable Standards and References

The Work is governed by the C-2131 Contract Drawings and Specifications in their entirety, together with the industry design and materials standards they invoke, including applicable ACI, AWS, ASTM, NACE, MIL, NEMA, and UL standards for concrete, welding, and cathodic protection materials. The Contractor remains responsible for compliance with the full Contract Documents.

4. Permitting

If permitting is required for this Work, it is the sole responsibility of the Contractor. JAXPORT does not carry, and is not obtaining, any regulatory agency permit for this Work on the Contractor's behalf. If required, the Contractor shall identify, obtain, maintain, and comply with any permit, license, or approval — federal, state, or local — needed for its chosen means, methods, equipment, or schedule, at no additional cost or time to the Owner. The Contractor remains responsible in all cases for compliance with all applicable Laws and Regulations.

5. Technical Scope of Work

The Work generally consists of concrete removal and surface preparation, structural evaluation and reinforcing repair where needed, jacket installation, a cathodic protection system, and repair concrete placement, all governed by Specification 03 01 40 and the referenced industry standards. That Specification, not the summary below, controls wherever the two differ.

5.1 Cathodic Protection System (CPS) Design

This is a delegated design scope: the Contractor's Corrosion Engineer designs a cathodic protection system for each repaired pile, sourced from a manufacturer acceptable under Specification 03 01 40. The type, configuration, and placement of the system is the Corrosion Engineer's design determination, made to meet the performance criteria of Specification 03 01 40.

5.2 Concrete Removal and Pile Surface Preparation

Concrete removal consists of removing loose or deteriorated concrete from the existing piles, per the Contractor's own Owner-approved Demolition Plan, which shall protect existing utilities and structures; no blasting or explosives are permitted, and all debris shall be disposed of off-site without spilling or discharging sediment into port waters. Marine growth shall be removed from all faces of each pile over the repair zone and a buffer above and below it, and concrete shall be removed to sound material around any exposed reinforcing or prestressing steel, following the boundary-marking, sawcutting, and tool restrictions of Specification 03 01 40. Before CPS installation, the Contractor's NACE-certified Cathodic Protection Technician (CP2) shall inspect and approve the completed surface preparation as a hold point, with reasonable advance notice to the Owner, who may independently verify the work at its option.

5.3 Reinforcing/Prestressing Steel Cleaning and Structural Jacket Determination

Whether a repair is classified structural (Type 2A/2B) or non-structural (Type 1A/1B) is determined in the field after cleaning, not solely from the Contract Documents. Exposed reinforcing and prestressing steel shall be cleaned to the condition and extent required by Specification 03 01 40, after which the Contractor shall measure the remaining section and submit the results to the Engineer and Owner, together with its recommended jacket type against the Specification's loss-of-section thresholds, for their determination. If a field determination differs from the jacket type shown in the Contract Documents, that change is a Contract Modification: it must be agreed to in writing by the Owner and Engineer before the work proceeds, with payment adjusted accordingly.

5.4 Reinforcing Steel Additions for Structural Jackets

New reinforcing steel added for a structural jacket shall meet the material and welding requirements of Specification 03 01 40 and AWS D1.4. All welded connections shall be inspected by the CP2 technician or the Independent Testing Laboratory before being covered, and any defective welding shall be removed and repaired at no cost to the Owner.

5.5 Pile Jacket Types

The Contract Documents specify four jacket types, ranging from non-structural jackets that retain the existing reinforcing to structural jackets with added reinforcing and a dowelled cap connection; the type applicable to each Repair ID is listed in Exhibit A, and full dimensional requirements for each type are in the Contract Documents. Pile 25-A (Repair ID 10) is a special condition: per the Contract Documents, it has a significant section loss below the mudline from spalling, so the Contractor shall confirm the full extent of the damage before finalizing the repair, and this location should be scheduled early given its potential to affect design and quantities.

Type	Classification	General Description
1A	Non-structural, gap to top of pile	Jacket per manufacturer sizing, with a compressible sealing strip at the gap to the top of pile; existing reinforcing retained, no removal beyond the defect.
1B	Non-structural, connects to top of pile	Dowelled into the cap with approved epoxy; jacket sized per the Contract Documents, with a sealing strip at the gap near the existing pile below.
2A	Structural, gap to top of pile	New reinforcing and ties added per the Contract Documents, with a dowel connection and a sealing strip at the gap to the top of pile.
2B	Structural, at top of pile	Dowelled into the cap with approved epoxy, with new lapped reinforcing per the Contract Documents and a dowel connection.

5.6 Cathodic Protection System — Materials and Installation

Anode materials, placement (embedded anodes in the splash and atmospheric zone, cast bulk anodes in the submerged zone), electrical connections, and conduit and cable shall meet Specification 03 01 40 and the referenced NACE and ASTM standards. Before the jacket is encapsulated, the Contractor shall verify electrical continuity between new and existing steel and check for short circuits, and before repair concrete is placed, shall verify that steel-to-concrete potentials meet the Specification's criteria.

5.7 Repair Concrete / Grout Placement

Repair mortar and concrete shall be a non-shrink, CPS-compatible mix meeting the strength and placement requirements of Specification 03 01 40. The Contractor's Independent Testing Laboratory shall sample and test the repair concrete per Specification Section 01 45 29.

5.8 Clean-Up and Disposal

The Contractor shall remove all repair material deposited outside the pile jackets. Loose concrete, corroded steel, and other removed material become Contractor property and shall be disposed of off-site in accordance with applicable law. Work areas shall be left neat and clean, with no spillage onto adjacent areas or into the water, and materials or equipment shall not be left onsite outside active work periods without Owner approval.

5.9 CPS Commissioning, Reporting, and One-Year Warranty Testing

Once installation testing data are approved, the Contractor shall commission the CPS and verify its performance at 6 and 12 months after energization, including a de-polarization test and, at 12 months, a full visual inspection, following Specification 03 01 40's schedule and criteria. The Contractor shall submit an Installation and Commissioning Report and an Operation and Maintenance Manual, and shall carry the CPS through a one-year warranty period, forwarding certified test data from its Corrosion Engineer to the Engineer at the close of that period.

6. Berth Access and Production Sequencing

The Contractor shall adapt its means, methods, and sequencing so that the Owner and Tenant can maintain existing facility operations throughout the Work; the berth remains active and in service throughout the Work.

6.1 Governing Production Assumption — Approximately 3 Days Per Week of Berth Availability

For bid-schedule and production purposes, the Contractor should assume approximately three working days per week of confirmed no-vessel berth access. The Contractor should build its production rate, crew and equipment mobilization plan, dive schedule, and 270-day Contract Time schedule around this figure, and should reference it as the governing berth-availability assumption in its baseline CPM schedule narrative.

This is a Contractor production-planning assumption, not a contractual guarantee, entitlement, or Owner commitment, and it does not modify any Contract Document provision. The actual frequency, duration, and occupancy of vessel calls at Berth 6 remain governed solely by JAXPORT terminal and Tenant operations, outside the Owner's unilateral control.

6.2 Contractor Responsibility for Berth-Availability Communications

Achieving the roughly 3-day-per-week rate depends entirely on the Contractor's own coordination with JAXPORT terminal operations and Tenant scheduling — not on any action by the Owner or Engineer. The Contract Documents impose specific, mandatory communication obligations directly on point:

- The Contract Documents require the Contractor to contact JAXPORT's Vessel Planning department every working day, at least twice a day — once before and once after each work shift — to coordinate work areas and avoid conflicts with vessel schedules. This daily contact is the Contractor's primary tool for securing the no-vessel windows needed to sustain the production rate assumed in Section 6.1, and making it happen is entirely the Contractor's responsibility.
- Because shipping traffic is unlikely to follow a regular schedule, the Contractor shall remain flexible and be prepared to work weekends, work nights, and work wherever a vessel is not berthed. The Contractor should also expect that vessel and train arrivals may change with as little as 24 hours' notice, and shall plan its own procedures accordingly.
- The Owner will hold weekly coordination meetings that include Tenant operations as a standing agenda item. These meetings are a secondary, formal check on the required daily contact described above — not a substitute for it.
- Neither the Owner nor the Engineer is responsible for arranging or guaranteeing vessel-free access; it is the Contractor's obligation to plan and communicate around the Owner's and Tenant's operational schedule.

- If the Contractor fails to make the required daily contact, or fails to plan its means and methods around the resulting access windows, that failure is a Contractor planning failure under the Specifications, and, as described in Section 7, it does not entitle the Contractor to a time extension or additional compensation.

7. Schedule Risk Allocation — Vessel Operations

The Specifications state plainly that no compensation will be given for scheduling work to avoid Tenant operations, or for delays caused by conflicts or poor planning, and that the Contract's definition of Compensable Delay explicitly excludes delays due to vessel operations. Accordingly:

- The Contractor bears the full schedule risk created by vessel presence, vessel priority, or berth-access conflicts; no time extension or additional compensation is available for those conflicts.
- The Contractor's bid price and 270-day schedule must be built to absorb the berth-access variability described in Section 6. The roughly 3-day-per-week assumption and the related communication obligations are offered only as a planning aid, and they do not create any right to a differing-site-conditions claim, a delay claim, or additional compensation.
- The Contractor shall not stop work mid-repair — for example, with a jacket or formwork partially installed, or with steel exposed and unprotected — if doing so would interrupt an operating process at the terminal. Each pile's work shall be sequenced to reach a safe, stable stopping point before yielding access back to vessel operations.
- Claims for a time adjustment on grounds other than vessel-operation conflicts follow the standard RFI process, with a 10-day Owner response commitment, and the Contract Modification Procedures.

7.1 Vessel Lockout/Tagout Coordination

Vessel presence at Berth 6 during repair operations is not a planning assumption under Section 6, but it does not categorically preclude work. Where a berthed vessel presents a viable work opportunity, the Contractor shall isolate and control every energy source its operations may contact — electrical, mechanical, hydraulic, pneumatic, or thermal — before any employee begins work, in accordance with OSHA's Control of Hazardous Energy standard (29 CFR 1910.147) and the vessel's Safety Management System.

- The Contractor shall maintain a written base lockout/tagout procedure conforming to 29 CFR 1910.147, identifying its authorized employees, its energy-isolating devices, and its group lockout method for multi-crew work, and shall submit it to the Owner and Engineer for review and approval so it is ready to deploy on short notice.
- If the opportunity arises, the Contractor's authorized employee(s) shall coordinate directly with the vessel's captain, or the officer responsible for the vessel's Safety Management System, to identify each affected energy source, apply locks and tags to every isolating device, and verify a zero-energy state by testing — not assumption — before work begins.
- If the Contractor's procedure differs from the vessel's own lockout/tagout or Safety Management System requirements, reconciling the difference directly with the captain and applying whichever combination of locks, tags, and verification steps achieves a confirmed zero-energy state is the Contractor's sole responsibility — not a reason to forgo the opportunity.
- Locks and tags shall remain in place, and access to the isolated systems restricted, for the full duration of the work; only the employee who applied a lock may remove it, and the Contractor shall not authorize restoration of any system until its own crew has confirmed the work area is clear.
- Once lockout/tagout is coordinated and verified with the captain, the Contractor shall report the result — the energy sources isolated, the locks and tags applied, and the restoration schedule — to JAXPORT Vessel Planning before work begins.

8. Submittals

Submittals shall follow the format and review-time requirements of Specification Section 01 33 00, which allows 15 days for an initial review and 10 days for a resubmittal, and the Contract Documents, which

require certain submittals to be sealed by a Florida-registered PE and submitted at least 30 days before the work they represent. At a minimum, the Contractor shall submit:

1. Jacket and CPS design calculations and details, signed and sealed by the Corrosion Engineer.
2. The Contractor's general repair requirements and proposed repair methodology.
3. Project Record Documents, including the CPS Operation and Maintenance Manual, as-built drawings, specifications, test reports, and approved submittals.
4. Qualifications for the Corrosion Engineer and the NACE-certified CP2/CP4 personnel.
5. Anode data, including dimensional drawings, chemical composition, performance data, and factory test reports.
6. Data on protective coatings and adhesives, conduit, cable and wire, exothermic weld kits, and test lead wire connections and materials.
7. Insulating flange sets.
8. Potential survey test reports.
9. An operation and maintenance manual.

The Contractor shall also submit the planned jacket type and CPS configuration for each pile, along with the jacket quantity after cleaning and preparation but before installation — this submission is made once field cleaning data (Section 5.3) is available, and is not fixed solely by the Contract Documents' estimate.

9. Quality Assurance and Personnel Qualifications

- The Corrosion Engineer shall be a registered Professional Engineer with at least 5 years of documented experience in cathodic protection of marine structures, or a NACE-certified Corrosion Specialist or CP4 with the same experience requirement; the Contractor's Working Drawings, which the Corrosion Engineer's CPS design calculations are submitted as part of, must separately be sealed by a Florida-registered PE per Specification Section 01 33 24. Qualifications shall be submitted to the Engineer for approval before CPS work begins.
- A NACE-certified CP2 technician is required to perform the surface-preparation hold-point inspection described in Section 5.2 and the weld inspection described in Section 5.4.
- The Independent Testing Laboratory shall be employed by the Contractor, shall meet the ACIL and ASTM E329 requirements, and shall be certified by the State of Florida; it has no authority to alter Contract requirements or to accept the Work.
- The Contractor shall submit a Quality Assurance Plan within 30 days of Notice to Proceed — a prerequisite for the Mobilization payment — covering its lines of authority, inspection system, hold points, and recordkeeping for all construction and demolition operations.

10. Measurement and Payment

- Payment for pile jacket repairs is based on the field-measured length of installed jacket, by repair type, using the Bid Form's unit basis. If, in the Owner's or Engineer's opinion, the Contractor removes an excessive amount of concrete and exposes more sound steel than necessary, the Contractor bears the resulting cost alone.
- The repair types shown in the Contract Documents are estimates based on the dive team's reports; any change resulting from field cleaning must be agreed to in writing by the Owner and Engineer before the work proceeds.
- Payment is made at the Contract unit price for the authorized quantity installed, as measured in the field; no payment is made for quantities beyond the Bid Form amounts without prior Owner approval. CPS design, commissioning, and O&M reporting are paid as a lump sum, based on percent complete.

11. Safety and Environmental Controls

- All JAXPORT security and access requirements shall be met. If any of the Contractor's personnel performing this Work do not hold a TWIC card and a JAXPORT badge, the Contractor shall

coordinate and pay for TWIC Escort Services for them, at an escort ratio of one escort per three non-TWIC holders. Information on JAXPORT's security and access requirements, and on Escort Service costs, is available at jaxport.com.

- All concrete, reinforcing and prestressing steel, and other material removed during the Work becomes the Contractor's property and shall be disposed of off-site in compliance with applicable laws and regulations; none of it may be stockpiled at the jobsite without the Owner's prior approval. The Contractor shall leave the work area in a neat, clean condition, with no repair material, demolition debris, or waste spilled onto adjacent areas or into the water.
- Where the Work involves incidental land-side activity, temporary erosion, sediment, and flood control measures shall be provided and maintained, and any storm-water discharge into the Owner's facilities shall be monitored; volatile wastes such as mineral spirits, oil, and paint thinner shall never be disposed of in storm drains, sanitary drains, or waterways, and waste materials, debris, and rubbish shall be collected in acceptable containers rather than allowed into streams or waterways.
- Compliance with applicable regulatory approvals is the Contractor's sole responsibility, as described in Section 4. If field conditions reveal a regulatory concern, the Contractor shall notify the Owner and Engineer immediately, before proceeding, through the RFI process.
- At least once a week, the Contractor shall clean the wharf and apron areas affected by the Work and control dust generated by the Work.

12. Owner's Option — Berth 7 Pile Cleaning

At its sole discretion, the Owner may exercise pile cleaning (marine growth and biofouling removal) at TMT Berth 7, Station 9+00 to 17+00, as an Owner's Option to this Contract, using the specifications and drawings included in the Contract Documents.

- Estimated cleaning surface area: approximately 109,600 square feet, assuming the entire length of each pile, from the mudline to the underside of the pile cap, requires cleaning. This is an engineering estimate for bidding purposes only, not a field-verified quantity.
- If exercised, the Contractor shall remove 100 percent of marine and biological growth from the full exposed surface of each designated Berth 7 pile, from the mudline to the underside of the pile cap, using an accepted method: high-pressure water blaster not exceeding 4,000 psi, mechanical barnacle buster, pressurized air bubble device, or hand scraping. The maximum accepted residual growth is 1/16-inch amplitude over no more than 10 percent of the exposed surface. This is a cleaning-only scope; it does not include jacket repair, CPS installation, or concrete work.
- This item is priced in the Bid Form on a per-square-foot basis, using the estimated quantity above. Final payment, if this option is exercised, shall be made at the Contract unit price for the quantity actually field-measured by the Contractor, not the estimate stated here.
- Contract award will be based on the Base Bid alone; this Owner's Option does not factor into the award decision. The Owner will determine whether to exercise this option at the time of Contract award, at the unit price established in the Bid Form. The same approximately 3-day-per-week berth-availability assumption described in Section 6 applies to the Berth 7 work under this option — a planning assumption only, not a guaranteed or contractual berth-availability rate — and all other procedures and protocols in this Scope of Work apply equally to this work.

13. Closeout

Contract closeout follows the Specification's standard closeout and record-document requirements. Of particular note for this project, JAXPORT will commission an independent final underwater inspection to verify that the project is substantially complete. The findings go to the Contractor, who must promptly complete and report on any incomplete repairs within 30 days of receiving the report, and no change orders will be issued for correcting that work.

EXHIBIT A

PILE REPAIR TABLE OF DEFICIENCIES

ID	Deficiency Type	Repair Type	Pile	Station	Defect Length (FT)	Defect Width (IN)	Defect Depth (IN)	Defect Loc. from Bottom of Cap (FT)	Jacket Dist. from Bottom of Cap (FT)	Est. Jacket Length (FT)	Defect Description
1	Horizontal Cut	1B	251.5-DBAT	1739	1'	3/16"	2"	2" below cap	0	5	Horizontal sawcut 16" long in F1 just below cap.
2	Vertical Crack	1B	6-D	1818	FH	1/8"	1/2"	0'	0	19	One vertical crack.
3	Vertical Crack	1B	9-C	1838	20'	1/8"	1/2"	0'	0	22	Multiple vertical cracks.
4	Vertical Crack	1B	10-D	1845	— *	1/8"	1/4"	0'	0	19	Multiple vertical cracks. (*Defect-length cell on S-302 is obscured by the Note 3 callout for Pile 25A; field-verify.)
5	Vertical Crack	1B	13-C	1865	25'	1/8"	1/2"	0'	0	27	Multiple vertical cracks.
6	Vertical Crack	1B	17-C	1893	FH; 3'	1/8", 18"	1/4", 3"	0'	0	29	Multiple vertical cracks and one area of abrasion damage.
7	Vertical Crack	1B	18-C	1899	FH	1/8"	1/4"	0'	0	29	Multiple vertical cracks.
8	Vertical Crack	1B	19-C	1906	FH	1/8"	1/4"	0'	0	29	Multiple vertical cracks.
9	Vertical Crack	1B	21-C	1920	20'	1/8"	1/4"	0'	0	22	Multiple vertical cracks.
10	Pile Broken	2A	25-A	1948	7'	18"	12"	33'	23	20	Pile broken near mudline. Spalling, 85% section loss. (See Dwg. S-301 General Note 3.)
11	Vertical Crack	1B	25-C	1948	15'	1/8"	1/4"	0'	0	16	Multiple vertical cracks.
12	Vertical Crack	1B	27-D	1963	FH	1/8"	1/4"	0'	0	19	Multiple vertical cracks.
13	Strands Exposed	2B	28-A	1970	25'	72"	4"	24"	0	25	Existing encasement deteriorated, strands exposed on original pile.
14	Vertical Crack	1B	28-D	1970	FH	1/8"	1/2"	0'	0	19	Multiple vertical cracks.
15	Vertical Crack	1B	37-D	2033	12'	1/8"	1/4"	0'	0	14	One vertical crack.
16	Vertical Crack	1B	37-B	2033	22'	1/8"	—	0'	0	24	Multiple vertical cracks.
17	Vertical Crack	1B	38-D	2041	12'	1/8"	1/4"	0'	0	14	Multiple vertical cracks.
18	Vertical Crack	1B	38-C	2041	20'	1/8"	1/2"	0'	0	22	Multiple vertical cracks.
19	Vertical Crack	1A	38-B	2041	8'	1/8"	—	18'	17	10	One vertical crack.
20	Vertical Crack	1B	39-B	2047	5', 5'	1/8", 1/8"	1/4", 1/4"	0', 0'	0	6	Two vertical cracks.
21	Vertical Crack	1B	40-B	2053	5', 5', 3'	1/16", 1/32", 1/8"	1/4"	13', 6', 0'	0	20	Three vertical cracks.
22	Vertical Crack	1A	41-D	2060	36"	1/8"	1/2"	6'	5	5	One vertical crack.
23	Vertical Crack	1B	42-C	2067	10'	1/8"	1/8"	0'	0	12	One vertical crack.
24	Vertical Crack	1A	42-B	2067	20'	1/8"	1/2"	8'	6	24	One vertical crack.
25	Vertical Crack	1B	48-D	2116	24", 24"	1/8", 1/16"	1/2", 1/4"	1', 10'	0	15	Two vertical cracks.
26	Vertical Crack	1B	48-C	2116	3', 5'	1/8"	1/2"	1', 11'	0	20	Two vertical cracks.
27	Vertical Crack	1B	48-B	2116	20'	1/8"	1/2"	0'	0	22	One vertical crack.
28	Vertical Crack	1B	48-A	2116	4', 20'	1/8"	1/2"	5', 0'	0	22	Two vertical cracks.
29	Vertical Crack	1B	48.5-EBAT	2120	36"	1/8"	1/4"	1'	0	5	One vertical crack.
30	Vertical Crack	1B	49-D	2124	60", 18"	1/8"	1/4"	0', 3'	0	6	Two vertical cracks.
31	Vertical Crack	1B	49-C	2124	3'	1/8"	1/2"	6', 12'	0	20	One vertical crack.
32	Vertical Crack	1B	50-C	2132	4'	1/8"	1/2"	4'	0	10	One vertical crack.
33	Vertical Crack	1B	54-B	2163	10', 10'	1/8", 1/8"	1/2", 1/2"	0', 23'	0	36	Two vertical cracks.
34	Vertical Crack	1A	55-D	2170	24'	1/8"	1/2"	9'	8	5	One vertical crack.
35	Vertical Crack	1A	55-C	2170	12', 10'	1/8", 1/8"	1/2", 1/2"	9', 9'	8	22	Two vertical cracks.

ID	Deficiency Type	Repair Type	Pile	Station	Defect Length (FT)	Defect Width (IN)	Defect Depth (IN)	Defect Loc. from Bottom of Cap (FT)	Jacket Dist. from Bottom of Cap (FT)	Est. Jacket Length (FT)	Defect Description
36	Vertical Crack	1A	55-B	2170	10', 10'	1/8", 1/8"	1/2", 1/2"	10', 10'	8	15	Two vertical cracks.
37	Vertical Crack	1B	56-D	2178	24", 24", 36"	1/16", 1/16", 1/8"	1/4"	2', 3', 5'	0	10	Three vertical cracks.
38	Vertical Crack	1B	56-C	2178	5', 5'	1/16", 1/8"	1/2"	0', 12'	0	20	Two vertical cracks.
39	Vertical Crack	1B	56-B	2178	10'	1/8"	1/2"	0'	0	12	One vertical crack.
40	Vertical Crack	1B	57-D	2185	60'	1/8"	1/2"	0'	0	6	One vertical crack.
41	Vertical Crack	1B	57-B	2185	15'	1/8"	1/2"	0'	0	16	One vertical crack.
42	Vertical Crack	1A	58-B	2193	6'	1/8"	1/2"	25'	24	8	One vertical crack.
43	Vertical Crack	1B	59-C	2200	48", 26"	1/16", 1/8"	1/2"	0', 15'	0	20	Two vertical cracks.
44	Vertical Crack	1A	59-B	2200	5'	1/8"	1/2"	11'	10	7	One vertical crack.
45	Vertical Crack	1B	60-D	2207	36"	1/8"	1/4"	2'	0	6	One vertical crack.
46	Vertical Crack	1B	60-B	2207	10'	1/8"	1/2"	4'	0	12	One vertical crack.
47	Vertical Crack	1B	61-C	2213	INT FH; 36"	1/16", 1/8"	1/4"	1', 18'	0	29	Multiple vertical cracks.
48	Vertical Crack	1B	62-C	2220	5', 20'	1/16", 1/8"	1/2", 1/2"	4', 0'	0	21	Two vertical cracks.
49	Vertical Crack	1A	63-C	2228	15'	1/8"	1/4"	7'	6	17	One vertical crack.
50	Vertical Crack	1A	64-D	2235	6'	1/8"	1/8"	8'	7	8	One vertical crack.
51	Vertical Crack	1A	64-B	2235	24'	1/8"	1/2"	8'	7	5	One vertical crack.
52	Vertical Crack	1B	65-C	2243	36", 48", 120"	1/16", 1/8", 1/8"	1/2", 1/2", 1/4"	2', 15', 15'	0	30	Three vertical cracks.
53	Vertical Crack	1A	66-C	2250	24", 24"	1/8", 1/16"	1/4", 1/4"	10', 15'	8	10	Two vertical cracks.
54	Vertical Crack	1A	67-C	2257	48"	1/8"	1/4"	14'	13	6	One vertical crack.
55	Strands Exposed	2B	88-A	2357	4'	48"	4"	0'	0	6	Existing encasement deteriorated, strands exposed on original pile.
56	Void at Top	1B	93-C	2435	3"	8"	2"	8"	0	5	Thin steel sheet around top of pile. Void at top of pile.

Repair-type distribution:

- Type 1A (non-structural, gap to top of pile) — 13
- Type 1B (non-structural, connects to top of pile) — 40
- Type 2A (structural, gap to top of pile) — 1
- Type 2B (structural, at top of pile) — 2
- Sum of estimated jacket lengths across all 56 Repair IDs: 903 linear feet. Final payment quantities are field measured

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SECTION 01 11 00 – Summary of Work

PART 1 - GENERAL

1.1 PROJECT DESCRIPTION

A. Summary of Work:

1. Jacksonville Port Authority (JAXPORT) will be performing repairs to existing prestressed concrete piles at the Talleyrand Marine Terminal, located east of Talleyrand Avenue. The repairs will occur within the area of the terminal designated as Berth 6. Berth 6 is approximately 800-feet long (Station 17+00 to Station 25+00) and approximately 62-ft wide.
2. The project site contains a 50-ft rail gauge ship-to-shore crane that provides transfer operations for various shipping companies. These operations will remain in service throughout the duration of the pile repair project.
3. The wharf structure generally comprises an asphalt-paved deck, supported by a series of concrete bents with prestressed concrete pile foundations. Concrete bents are oriented perpendicular to the berth face and are generally spaced at ± 7 -ft on-center. Refer to Contract Drawings for the geometry of the structure.
4. This Contract requires prestressed concrete piles to be repaired by underwater installation of non-structural and structural pile jackets. The piles designated for repair will require cleaning before conducting repair work which is considered incidental to the repair work.
5. Prior to this Contract, JAXPORT conducted an extensive pile cleaning program at Berth 6. Pile cleaning was conducted for each pile from the bent cap soffit to the mudline. Following on from pile cleaning, an engineering dive team conducted a Level I (swim-by) inspection of each pile. The piles were also periodically sounded using hand tools. The recommendations provided by the engineering dive team serve as the basis for the work depicted in this Contract.
6. The type of repairs (non-structural vs. structural) listed in the Contract Drawings are estimated based on the description provided in the engineering dive team reports. Contractor may uncover additional information while performing the Work that warrants modification of the specified repair type. Section 03 01 40 provides instructions on the requirements for modifying the repair type and associated quantities for each repair type.
7. The work shall be performed in one phase and the Bid will include unit priced items of work.

B. Maintenance of Tenant Operations:

1. The Contractor must allow for uninterrupted operation of the ship-to-shore transfer operations during construction. The Contractor must coordinate all Work with JAXPORT and its Tenants to ensure that construction activities do not impact cargo loading and offloading, and storage/traffic flow. Project requirements include, but are not necessarily restricted to, the following:
 - a. During Tenant vessel loading or offloading operations, equipment traffic is prohibited outside of designated work areas without express approval of JAXPORT. Contractor personnel traffic via the main security gate entrance will be limited during these Tenant operations.
 - b. On-site laydown and storage must be coordinated with JAXPORT and its Tenants to ensure Tenant operations are not adversely impacted. Staging and laydown via barge is allowed; however, at no time may the Contractor's barge interfere with the Tenants' vessel berthing requirements. The Contractor is responsible for providing tug services or other means for repositioning its barge to avoid conflicts with Tenants' operations.
 - c. Weekly construction meetings will be required for the project duration to coordinate construction and Tenant activities, including train arrival and departure schedules. The

Contractor shall anticipate that vessel and train arrival dates and times may be altered with only 24 hours' notice.

2. The Contractor shall contact JAXPORT's Vessel Planning department/personnel every working day, at least twice a day (pre-work shift and post work shift), to coordinate activities in work areas, and to avoid conflict with vessel schedules.

C. Work Schedule:

1. Shipping traffic is unlikely to be on a regular schedule. Contractor shall be flexible when scheduling its work to avoid conflict with vessel operations. Flexible working hours may include, but not necessarily be limited to:
 - a. Working at weekends
 - b. Working at night
 - c. Working where no vessel is berthed or scheduled to be berthed
2. To optimize access to the piles, the Contractor shall contact JAXPORT's Vessel Planning department/personnel every working day, at least twice a day (pre-work shift and post work shift), to coordinate activities in work areas, and to avoid conflict with vessel schedules.
3. Contractor shall comply with the requirements of the PORT HEAVY WEATHER PLAN for Northeast and Eastern Central Florida as developed by the Northeast and Eastern Central Florida Harbor Safety Committee (most recent version). No compensation will be given for scheduling work to avoid Tent operations or for delays due conflicts or poor planning.

D. Beneficial Occupancy

1. For the purposes of this contract, Beneficial Occupancy is defined as the Work being sufficiently complete, in accordance with the Contract Documents, so the Tenant can fully occupy and utilize the Work or designated portion thereof for the use for which it is intended, with all the parts and systems operable as required by the Contract Documents. Beneficial Occupancy is not granted until JAXPORT determines the work is acceptable and issues a certificate of Beneficial Occupancy or otherwise approves and accepts the Work.
2. Contract Work essential for Beneficial Occupancy shall include the completion of:
 - a. Underdeck repairs completed in accordance with the Contract Documents.
 - b. Final cleanup as required for occupation of areas of the facility and access thereto.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: Talleyrand Marine Terminal Berth 6, Prestressed Concrete Pile Repairs
- B. Construction Administrator: A designated employee of Jacobs Engineering Group, Inc. or as otherwise commissioned by JAXPORT.
- C. A Construction Administrator has been engaged for this Project to serve as an advisor to Owner and to provide Owner assistance in administering the Construction Contract awarded by the Owner to the Contractor. The Construction Administrator and his/her staff will operate on behalf of and under the authority delegated by the Owner.

1.3 TYPE OF CONTRACT

- A. The work included in this project will be constructed under a single prime contract.

1.4 USE OF PREMISES

- A. General: The Contractor will have full but not exclusive use of the work area associated with the Scope of Work described in the Contract Documents. On-site staging and laydown areas shall be coordinated with JAXPORT and its Tenants. Contractor must allow and maintain access through or around work areas as required by its Tenants to maintain Tenant operations.
- B. Continuance of the Tenants' operations during construction is a requirement of this Contract. No areas outside those expressly agreed in writing by JAXPORT and the Tenants may be utilized for Contractor access, staging, laydown, or be otherwise disturbed.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Tenants or Owner unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated.
 - 1. Notify Owner not less than one week in advance of proposed utility interruptions
 - 2. Do not proceed with utility interruptions without Owner's written permission.

1.5 CONTRACT DRAWINGS

- A. The Contract Drawings show general layouts and typical details of existing structures and are provided to enable the Contractor to identify locations of piles to be repaired.
- B. No changes to the type of repair details shall be made without prior written approval by the Owner.
- C. Should disagreements between the Contract Drawings, specifications, and/or general conditions or existing field conditions be uncovered, said disagreements shall be promptly brought to the attention of the Owner to be resolved.

1.6 SITE-SPECIFIC REFERENCES AND REPORTS

- A. Existing drawings and studies have been provided by the Owner, and other studies were commissioned by the Owner to form the basis of the project design and permitting process.
- B. Any data and reports included in the Bid Package are provided only as information regarding certain conditions found and are limited to the locations and dates indicated. Any interpretations or conclusions drawn by the Contractor (or Bidder) 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 accuracy, acceptability, and applicability of the data prior to bidding and shall not assume that any of the aforesaid data will necessarily be found or maintained on the site.
- C. The Contractor is required to perform its own inspection of the piles after award of Contract but before any Work is performed. The cost of the inspection shall be included on the bid form. The inspection need only be limited to the piles identified on the Contract Drawings and the Contractor shall document its findings in a report. The report shall be submitted to the Owner for review. The report shall include:
 - 1. Photographs of piles to be repaired highlighting cracks or damage.
 - 2. Sketches showing nature, length and number of cracks.
 - 3. Confirmation that the piles inspected match those identified for repair.

- D. For the purpose of Paragraph 1.6, the word “Data” implies field and laboratory test results, observations, opinions expressed, evaluations made, and recommendations included in the reports.

1.7 TIME FOR COMPLETION

- A. The following table confirms the duration of the schedule. The Contractor may manage and schedule all aspects of the Work to ensure completion within the time stipulated. For each calendar day of delay associated with the Substantial Completion date, liquidated damages will apply in the amount stated in Special Conditions section of the Contract Documents.

Milestone No.	DESCRIPTION	DATE/DURATION	LIQUIDATED DAMAGES
1	Notice To Proceed	0 days	N/A
2	Substantial Completion	270 Calendar Days After NTP	SC – 2

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 11 00

SECTION 01 26 00 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.
- B. See also General Conditions, Section III Changes and Disputes.

1.2 MINOR CHANGES IN THE WORK

- A. Owner may issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time.

1.3 CHANGE ORDER REQUESTS

- A. Owner-Initiated Change Order Requests: Owner will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time in accordance with Section III of the General Conditions. If necessary, the description will include supplemental or revised Contract Drawings and Specifications.
 - 1. Change Order Requests issued by Owner are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
 - 2. Within the requested timeframe after receipt of Change Order Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a reference number for tracking purposes.
 - b. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - c. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - d. Include costs of labor and supervision directly attributable to the change.
 - e. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- B. Contractor-Initiated Change Order Requests (Claims): If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to Owner in accordance with Section III of the General Conditions.
 - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Include references to pertinent:
 - a. Contract Drawing numbers.

- b. Contract document and article/paragraph numbers.
 - c. Submittal numbers (if applicable).
2. Stipulated facts and pertinent documents, including photographs and statements.
3. Interpretations relied upon.
4. Description of:
 - a. The nature and extent of the claim.
 - b. Who or what caused the situation.
 - c. Impact to the Work and work of others.
 - d. Discussion of claimant's justification for requesting a change to price or times or both.
5. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
6. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
7. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
8. Include costs of labor and supervision directly attributable to the change.
9. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
10. Estimated adjustment in price claimant believes it is entitled to with full documentation and justification.
11. Requested Change in Contract Completion Time: Include at least:
 - a. Progress schedule documentation showing logic diagram for request.
 - b. Documentation that all float time available for Work has been used.
 - c. Revised activity logic with durations including sub-network logic revisions, duration changes, and other interrelated schedule impacts, as appropriate.
12. Documentation as may be necessary as set forth below, and as Owner may otherwise require.
 - a. Appropriately detailed records of Work performed to enable determination of value of the Work.
 - b. Full information required to substantiate resulting changes in Contract Completion Time and Contract Price for Work.
 - c. On request of Owner, provide additional data as requested and necessary to support price or times issues.
 - d. Support data for Work performed on a unit price or cost of the Work basis with additional information such as:
 - 1) Dates and times Work was performed, and by whom.
 - 2) Time records, wage rates paid, and equipment rental rates.
 - 3) Invoices and receipts for materials, equipment, and subcontracts, all similarly documented.

1.4 CHANGE ORDERS

A. On receipt of Owner's authorization, the following will take place:

1. Owner will promptly prepare three (3) copies of proposed Change Order and transmit such to Contractor for signature.
2. Contractor shall, upon receipt, either:
 - a. Promptly sign copies, retaining one for its file, and return two (2) signed copies to Owner for Owner's signature, or
 - b. Return unsigned two (2) copies with written justification for not executing Change Order.
3. Owner will:
 - a. Upon receipt of Contractor's signed copies, execute Change Order and return one (1) copy to Contractor. If Owner fails to execute the Change Order or Written Amendment, Owner will promptly so notify Contractor and transmit Owner's justification to Contractor
 - b. Upon receipt of Contractor's unsigned copies take any action permissible under the terms of this Contract.
4. Upon receipt of Owner-executed Change Order, Contractor shall:
 - a. Revise schedule of values and adjust Contract Price and submit with next Application for Payment.
 - b. Revise progress schedule to reflect changes in Contract Completion Time, if any, and to adjust times for other items of Work affected by change.
 - c. Perform Work covered by Change Order.
 - d. Enter changes in Project record documents after completion of change related Work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 26 00

SECTION 01 29 00 – Payment Procedures

PART 1 – GENERAL

1.1 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. See also General Conditions Section IV.3 Payments

1.2 DEFINITIONS

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
- B. Unit price is an amount stated on the Bid Form, as a price per unit of measurement for materials or services added to or deducted from the Contract Sum by appropriate modification, if estimated quantities of Work required by the Contract Documents are increased or decreased.
- C. Compensable Delay: A compensable delay shall consist of delays specifically attributable to Owner or Tenant responsible causes that result in delay in completion of the overall Project, and said delays were not concurrent with delays within the Contractor's control. Compensable delays do not include delays due to vessel operations as Contractor's activities shall be coordinated with ongoing vessel operations in accordance with Section 01 11 00 of these Specifications.

1.3 ADMINISTRATIVE SUBMITTALS

- A. Schedule of Values:
 - 1. Submit schedule as required in the General Conditions.
 - 2. Submit at Pre-Construction meeting.
- B. Schedule of Estimated Progress Payments:
 - 1. Submit with initially acceptable schedule of values.
 - 2. Submit adjustments thereto with Application for Payment.
- C. Application for Payment.
- D. Final Application for Payment.

1.4 SCHEDULE OF VALUES

- A. Unit Price Work: Reflect unit price quantity and price breakdown from conformed Bid Form.
- B. Lump Sum Work:

1. Reflect schedule of values format included in conformed Bid Form.
 2. List Bonds and insurance premiums, mobilization, demobilization, facility startup, and contract closeout (As-Builts, O&M manuals, etc.) separately.
- C. An unbalanced or front-end loaded schedule will not be acceptable.
- D. Summation of the complete schedule of values representing all Work shall equal the Contract Price.
- E. Submit schedule of values using JAXPORT standard form AFP-2, compatible with the latest version of Microsoft Excel.

1.5 SCHEDULE OF ESTIMATED PROGRESS PAYMENTS

- A. Show estimated payment requests throughout Contract Times aggregating initial Contract Price.
- B. Base estimated progress payments on initially acceptable progress schedule. Adjust to reflect subsequent adjustments in progress schedule and Contract Price as reflected by modifications to the Contract Documents.

1.6 APPLICATION FOR PAYMENT

- A. Transmittal Summary Form: Attach one Summary Form with each detailed Application for Payment. Execute certification by authorized officer of Contractor.
- B. Use JAXPORT standard Application for Payment form AFP-1.
- C. Include accepted schedule of values for lump sum portion of Work and the unit price breakdown for Work to be paid on unit price basis.
- D. Preparation:
1. Round values to nearest dollar.
 2. List each Change Order and Written Amendment executed prior to date of submission as separate line item. Totals to equal those shown on the Transmittal Summary Form for each schedule as applicable.
 3. Submit Application for Payment, including a Transmittal Summary Form and detailed Application for Payment Form(s) and such supporting data as may be requested by Owner.

1.7 MEASUREMENT—GENERAL

- A. Owner reserves the right to reject Contractor's measurement of work-in-place and to have this work measured, at Owner's expense, by an independent surveyor.
- B. Weighing, measuring, and metering devices used to measure quantity of materials for Work shall be suitable for purpose intended and conform to tolerances and specifications as specified in National Institute of Standards and Technology, Handbook 44.
- C. Whenever pay quantities of material are determined by weight, the material shall be weighed on

scales furnished by Contractor and certified accurate by the state agency responsible. A weight or load slip shall be obtained from the weigher and delivered to the Owner at the point of delivery of the material.

- D. If material is shipped by rail, the car weights will be accepted provided that actual weight of material only will be paid for and not minimum car weight used for assessing freight tariff and provided further that car weights will not be acceptable for material to be passed through mixing plants.
- E. Vehicles used to haul material being paid for by weight shall be weighed empty monthly and at such additional times as required by Owner. Each vehicle shall bear a plainly legible identification mark.
- F. Units of measure shown on the Bid Form shall be as follows unless specified otherwise.

Item	Method of Measurement
AC	Acre – Field Measure by Owner
CF	Cubic Foot — Field Measure by Owner within the limits specified or shown
CY	Cubic Yard — Field Measure by Owner within the limits specified or shown
CY-VM	Cubic Yard – Measured in the vehicle by volume
DAY	Day – Calendar Day
GAL	Gallon — Field Measure by Owner
EA	Each — Field Count by Owner
HR	Hour
LF	Linear Foot — Field Measure by Owner
LS	Lump Sum — Unit is one; no measurement will be made
SF	Square Foot
SY	Square Yard
T	Ton — Weight Measure by Scale (2,000 pounds)
VLF	Vertical Linear Foot

1.8 PAYMENT

A. General

- 1. Progress payments will be made monthly.
- 2. The date for Contractor's submission of monthly Application for Payment shall be established at the Preconstruction Conference.

- B. Payment for all Work shown or specified in the Contract Documents is included in the Contract Price. No measurement or payment will be made for individual items unless listed herein below.

- C. Payment for Lump Sum Work covers all Work specified or shown that is not paid on a unit price basis.
- D. Payment for unit price items covers all Work necessary to furnish and install the items identified as unit-priced on the Bid Form. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.

1.9 NONPAYMENT FOR REJECTED OR UNUSED PRODUCTS

- A. Payment will not be made for following:
 - 1. Loading, hauling, and disposing of rejected Contractor-provided materials.
 - 2. Quantities of material wasted or disposed of in manner not called for under Contract Documents.
 - 3. Rejected loads of material, including material rejected after it has been placed by reason of failure of Contractor to conform to provisions of Contract Documents.
 - 4. Material not unloaded from transporting vehicle.
 - 5. Defective Work not accepted by Owner.
 - 6. Material remaining on hand after completion of Work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 29 00

SECTION 01 31 00 - PROJECT MANAGEMENT AND COORDINATION

PART 1 – GENERAL

1.1 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on Project.

1.2 COORDINATION

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations with all sub-contractors on site and in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Make adequate provisions to accommodate items scheduled for later installation.
 - 3. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components, including mechanical and electrical.
- B. Coordinate, as required by the Owner, with Owner's work concurrently being performed by other contractors.
- C. The Contractor shall contact JAXPORT's Vessel Planning department/personnel in a daily basis, a minimum of twice a day (pre-work shift and post work shift) to coordinate and inform work areas, to avoid conflict with vessel schedules as much as possible.
- D. Public Utilities and Agencies: Coordinate Work with various utilities within Project limits in accordance with the General Conditions. Notify applicable utilities prior to commencing Work and mark "on-the-ground" their utilities. If damage occurs, or if conflicts or emergencies arise during Work, contact as follows:
 - 1. Electric Utility: Contact JEA, 21 West Church Street, Jacksonville, FL 32202;
 - 2. Water Department: Contact JEA, 21 West Church Street, Jacksonville, FL 32202;
 - 3. Telephone Company: Contact BellSouth;
 - 4. Railroad(s) serving the area at or near the site: Contact Owner

1.3 SUBMITTALS

- A. Key Personnel Names: At the Preconstruction Conference, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.

1. Post copies of list in Project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times.

B. Photographs and other records of examination.

1.4 PROJECT MEETINGS

A. Preconstruction Conference: As set for in the General Conditions, Preconstruction Conference is to be held at the site.

1. Contractor shall be prepared to discuss the following subjects, as a minimum:
 - a. Those listed in the General Conditions.
 - b. Required schedules.
 - c. Status of Bonds and insurance.
 - d. Sequencing of critical path work items.
 - e. Project changes and clarification procedures.
 - f. Use of site, access, office and storage areas, security and temporary facilities.
 - g. Major product delivery and priorities.
 - h. Contractor's safety plan and representative.
 - i. Schedule of Values.
2. Attendees may include but not be limited to:
 - a. Owner.
 - b. Contractor's office representative.
 - c. Contractor's resident superintendent.
 - d. Contractor's quality control representative.
 - e. Subcontractors' representatives whom Contractor may desire or Contractor may request to attend.
 - f. Owner's representatives.
 - g. Others as appropriate.

B. Progress / Coordination Meetings:

1. Owner will schedule regular weekly progress and coordination meetings at site. Meetings will be conducted as scheduled to review:
 - a. Work progress
 - b. Progress schedule
 - c. Three week look ahead schedule to be presented by Contractor.
 - d. Shop Drawing and Sample submissions schedule
 - e. Application for Payment
 - f. Contract modifications
 - g. Other matters needing discussion and resolution.
 - h. Coordination and maintenance of Tenant's operations
2. Attendees will include:
 - a. Owner and/or designated representative(s), as appropriate.
 - b. Contractor, Subcontractors, and Suppliers, as appropriate.
 - c. Others as appropriate.

- C. Quality Control and Coordination Meeting(s):
 - 1. Scheduled by Owner on regular basis and as necessary to review test and inspection reports, and other matters relating to quality control of Work.
 - 2. Attendees will include Contractor, Contractor's designated quality control representative, selected Subcontractors and Suppliers, and Owner's representatives.
- D. Preinstallation Meetings:
 - 1. When required in individual Specification sections, convene at site prior to commencing Work of that section.
 - 2. Require attendance of entities directly affecting or affected by Work of that section.
 - 3. Notify Owner at least seven days in advance of meeting date.
 - 4. Provide suggested agenda to Owner to include reviewing conditions of installation, preparation and installation or application procedures, and coordination with related Work and work of others.
- E. Other Meetings: In accordance with Contract Documents and as may be required by Owner.

1.5 SEQUENCE OF WORK

- A. This project is critical to the on-going operations of JAXPORT's Tenants and is subject to liquidated damages as provided in the Agreement.
- B. Perform Work continuously to prevent interruption of Owner's or tenant's operations.
- C. Coordinate proposed Work with the Owner and facility operations personnel before affecting unit shutdowns. Under no circumstances cease Work at the end of a normal working day if such actions may inadvertently cause a cessation of any facility operating process, in which case, remain onsite until necessary repairs are complete.
- D. Do not close lines, open valves, or take other actions which would affect the operation of existing systems, except as specifically required by the Contract Documents and after approval of Owner. Provide a minimum 48 hours' written notice to Owner to seek Owner's approval.

1.6 ADJACENT FACILITIES AND PROPERTIES

- A. Examination:
 - 1. After Effective Date of the Agreement and before Work at site is started, Contractor, Owner, and affected property owners and utility owners shall make thorough examination of pre-existing conditions including existing buildings, structures, and other improvements in vicinity of Work, as applicable, which might be damaged by construction operations. Periodic re-examination shall be jointly performed by Owner and Contractor to include, but not limited to, cracks in structures, settlement, leakage, and similar conditions. Contractor shall coordinate this examination.
 - 2. The Contractor shall record observations for signature of Owner.

B. Documentation:

1. Submit two copies of photographs or other records documenting examination for Owner's signature. Owner will review, sign, and return one record copy of every observation document and photograph to Contractor to be kept on file in Contractor's field office as site records.
2. These observations and photographs are intended for use as indisputable evidence in ascertaining whether and to what extent damage occurred as a result of Contractor's operations, and are for protection of adjacent property owners, Contractor, and Owner.

1.7 OWNER'S FACILITIES

A. Operation of Existing Facilities:

1. Continuous operation of Owner's facilities is of critical importance. Schedule and conduct activities to enable existing facilities to operate continuously, unless otherwise specified.
2. Conduct Work outside regular working hours on prior written consent of Owner in accordance with the General Conditions to meet Project schedule and avoid undesirable conditions.
3. Do not proceed with Work affecting a facility's operation without obtaining Owner's advance approval of the need for and duration of such Work.
4. Provide 14 days' advance request for approval to Owner of need to shut down a process or facility.
5. Refer to Section 01 50 00, TEMPORARY FACILITIES AND CONTROLS for additional requirements.
6. All contact with any Tenants shall be through the Owner, or as directed by the Owner.
7. Dust control shall be the responsibility of the Contractor and shall always meet the satisfaction of the Owner. The Contractor shall be responsible for correcting any dust problem to Owner or tenant's property to the satisfaction of the Owner at no cost to the Owner or tenant.

B. Relocation of Existing Facilities (if necessary):

1. During construction, if minor relocations of Work are necessary, provide complete relocation of existing miscellaneous structures and other necessary items.
2. Use only new materials for relocated facility. Match materials of existing facility, unless otherwise shown or specified.
3. Perform relocations to minimize downtime of existing facilities.

1.8 PHYSICAL CONDITIONS

A. Exercise extreme care to verify locations and extent of repair items.

1.9 CONSTRUCTION PHOTOGRAPHS

- A. Contractor shall provide photographs showing the preconstruction site, construction progress, and the post- construction site. Use a digital camera to take color photographs. All photographs shall include a date stamp. Contractor shall provide a photo log to accompany the photographs which shall include at a minimum, the project title, date, and brief description of the photographs and location where the photograph was taken. Deliver

to Owner all digital images via eBuilder or electronic transfer.

- B. Take photographs of the preconstruction site and the property adjacent to the perimeter of the construction site. Particular emphasis shall be directed to repair areas, and to structures both inside and outside the site, or as directed by the Owner.
- C. Take photographs monthly showing the progress of the repair work. Owner shall determine the location of these photographs.
- D. Take photographs of the post-construction site and the property adjacent to the perimeter of the site. Emphasis shall be directed to repair areas, structures both inside and outside the plant boundary, or as indicated by Owner.

1.10 REFERENCE POINTS AND SURVEYS

- A. Location and elevation of benchmarks are not shown on the Contract Drawings. The Work is not anticipated to require detailed land surveying to identify the repair items shown on the Contract Drawings. Rather, the Contractor shall rely on the pile bent numbering system adopted in the structural inspection reports and shown on the Contract Drawings to layout the repair work.

1.11 SUBSURFACE INVESTIGATION

- A. A subsurface investigation was not prepared for the Project because subsurface data are not required to complete the repair Work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 31 00

SECTION 01 32 00 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
1. Submittals Schedule.
 2. Preliminary Construction Schedule.
 3. Contractor's Progress Schedule.
 4. Narrative Progress Report
 5. Field condition reports.
 6. Special reports.

1.2 SUBMITTALS

- A. Submittals Schedule: Submit schedule no later than 10 working days after receiving Notice to Proceed. Arrange the following information in a tabular format:
1. Scheduled date for first submittal.
 2. Specification Section number and title.
 3. Submittal category (action or informational).
 4. Name of subcontractor.
 5. Description of the Work covered.
 6. Scheduled date for Owner's final release or approval.
- B. Preliminary Construction Schedule: Submit one (1) electronic copy in Microsoft Project format.
1. Approval of cost-loaded preliminary construction schedule will not constitute approval of Schedule of Values for cost-loaded activities.
 2. Submit no later than preconstruction conference and as required in the General Conditions.
- C. Contractor's Progress Schedule: Submit adjusted schedule or confirm validity of current schedule with each monthly Application for Payment in accordance with the General Conditions or whenever requested by the Owner.
1. The Contractor's Progress Schedule must reflect:
 - a. Progress of Work to within 5 working days prior to submission.
 - b. Changes in Work scope and activities modified since submission.
 - c. Delays in Submittals or resubmittals, deliveries, or Work.
 - d. Adjusted or modified sequences of Work.
 - e. Other identifiable changes.
 - f. Revised projections of progress and completion.

2. Contractor's Progress Schedule submittal must include:
 - a. Contractor's certification that Progress Schedule submission is the actual schedule being utilized for execution of the Work and certification by all Subcontractors with 5 percent or more of Work that they concur with Contractor's progress schedule submission.
 - b. Legible electronic copy of updated Progress Schedule.
 - c. Electronic file compatible with Microsoft Project labeled to comply with requirements for submittals including date of submission.
- D. Narrative Progress Report: Submit with each monthly submission of progress schedule.
- E. Field Condition Reports: Submit two (2) copies at time of discovery of differing conditions.
- F. Special Reports: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

1.3 COORDINATION

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities.
- B. Coordinate Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.
 1. Secure time commitments for performing critical elements of the Work from parties involved.
 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 PROGRESS OF THE WORK

- A. If Contractor fails to complete activity by its latest scheduled completion date and this failure may extend Contract Times (or Milestones), Contractor shall, within 48 hours of such failure, submit a written statement as to how Contractor intends to correct nonperformance and return to the acceptable current progress schedule. Actions by Contractor to complete Work within Contract Times (or Milestones) will not be justification for adjustment to Contract Price or Contract Times.

- B. Owner may order Contractor to increase plant, equipment, labor force or working hours if Contractor fails to:
 - 1. Complete a critical scheduled activity by its latest Milestone completion date. Or,
 - 2. Satisfactorily execute Work as necessary to prevent delay to the overall completion of the Project.

3.2 PRELIMINARY CONSTRUCTION SCHEDULE

- A. Submit Gantt charts or preliminary network analysis diagrams, as follows:
 - 1. 30-Day Plan: Show major initial activities including, but not limited to, mobilization, permits, submittals for early product procurement and long lead time items initial site work and other activities anticipated in the first 30-day period of the Contract Time.
 - 2. Project Overview Plan: Show major components of the Work and the sequence relations between major components and subdivisions of major components. The chart shall indicate the relationship and time frames in which the various facilities will be made substantially complete and placed into service in accordance with the Project Milestones. Sufficient detail shall be included for the identification of subdivisions of major components into such specific activities.
- B. Planned durations and start dates shall be indicated for each Work item subdivision. Each major component and subdivision component shall be accurately plotted on time scale sheets not to exceed 11 inches by 17 inches in size.
- C. Submit in accordance with requirements of the General Conditions.
- D. The preliminary progress schedule, when accepted by the Owner, will be the initially acceptable schedule.

3.3 CONTRACTOR'S PROGRESS SCHEDULE

- A. General
 - 1. Schedule(s) shall reflect Work logic sequences, restraints, delivery windows, review times, Contract Times, and Milestones as may be set forth in the Agreement and Division 1 Section "Project Management and Coordination", and shall begin with the date of Notice to Proceed and conclude with the date of Final Completion.
 - 2. The schedule requirement herein is the minimum required. Contractor may prepare a more sophisticated schedule if such will aid Contractor in execution and timely completion of Work.
 - 3. When bar chart or network analysis schedules are specified, use Microsoft Project (latest version) or compatible and approved software.
 - 4. Adjust or confirm schedules in accordance with the General Conditions on a monthly basis.
 - 5. Float time is a Project resource to both parties to meet contract Milestones and Contract Times.
 - 6. Use of float suppression techniques such as preferential sequencing or logic, special lead/lag logic restraints, and extended activity times are prohibited and use of float time disclosed or implied by use of alternate float-suppression techniques shall be shared to proportionate benefit of Owner and Contractor.

7. Pursuant to above float-sharing requirement, no time extensions will be granted nor delay damages paid until a delay occurs which:
 - a. Impacts Project's critical path.
 - b. Consumes available float or contingency time. AND,
 - c. Extends Work beyond contract completion date.
8. If Contractor provides an accepted schedule with an early completion date, Owner reserves the right to reduce Contract Times to match the early completion date by issuing a deductive Change Order at no change in Contract Price.

B. Format:

1. Comprehensive computer generated Network Analysis Diagram schedule using CPM as outlined in Associated General Contractors of America (AGC) publication "The Use of CPM in Construction-A Manual for General Contractors and the Construction Industry," latest edition.
 - a. Submit within 15 days after the Notice to Proceed.
 - b. Show complete interdependence and sequence of construction and Project-related activities reasonably required to complete the Work, identifying Work of separate stages and other logically grouped activities, and clearly identify critical path of activities.
 - c. Include as a Minimum: Subcontract Work; major and other equipment and critical product design, fabrication, testing, delivery and installation times including required lead time for Owner-furnished products, move-in and other preliminary activities, Project closeout and cleanup, Substantial Completion dates, Submittals that may impact critical path and system/subsystem/component testing, facility startup, and training activities that may impact critical path.
 - d. Develop sub-schedules to further define critical portions of the Work, i.e. Process Instrumentation and Control System/Subsystems.
 - e. Indicate dates for early- and late-start, early- and late-finish, float and duration.
 - f. No activity duration, exclusive of those for Submittals review and product fabrication/delivery, shall be less than 1 day or more than 30 working days unless otherwise approved by Owner.
 - g. Activity duration for Submittals review shall not be less than review time specified unless clearly identified and prior acceptance has been obtained from Owner.
 - h. Monthly Schedule Submissions: Include overall percent complete, projected and actual; and percent completion progress for each listed activity.
 - i. Prepare schedule report listing information for each activity diagram in tubular format, and sorted according to:
 - 1) Early -start, within responsibility.
 - 2) Early-start.
 - 3) Activity number sequence.
 - 4) Activity number sequence with predecessor and successor activity.

3.4 NARRATIVE PROGRESS REPORT

- A. Include, as a minimum:

1. Summary of Work completed during the past period between Narrative Progress Reports.
2. Work planned during the next period.
3. Explanation of differences between summary of Work completed and Work planned in previously submitted Narrative Progress Report.
4. Current and anticipated delaying factors and their estimated impact on other activities and completion Milestones.
5. Corrective action taken or proposed.
6. Copies of Contractor's daily reports.

3.5 CLAIMS FOR ADJUSTMENT OF CONTRACT TIMES

- A. Reference: The General Conditions and Division 1 Section "Contract Modification Procedures."
- B. Where Owner has not yet rendered formal decision on Contractor's claim for adjustment of Contract Times, and parties are unable to agree on amount of adjustment to be reflected in progress schedule, Contractor shall reflect such amount of time adjustment in progress schedule as indicated by the Owner as appropriate in the interim. It is understood and agreed that such interim acceptance by Owner will not be binding and will be made only for purpose of continuing to schedule Work, until such time as formal decision regarding the adjustment, if any, of the Contract Times acceptable to the Owner has been rendered. Contractor shall revise progress schedule prepared thereafter in accordance with Owner's formal decision.

END OF SECTION 01 32 00

SECTION 01 33 00 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. See also General Conditions, Section II.1.k The Work, Contractor's Responsibility, Submittal Procedures

1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information that requires Owner's responsive action.
- B. Informational Submittals: Written information that does not require Owner's responsive action. Submittals may be rejected for not complying with requirements.

1.3 SUBMITTAL PROCEDURES

- A. Copies: Documents shall be transmitted electronically in .PDF and native formats (.DOC, .XLS, etc.). PDFs shall not be rasterized or scanned but shall be searchable.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Owner reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Submittals Schedule: Comply with requirements in Division 1 Section "Construction Progress Documentation" for list of submittals and time requirements for scheduled performance of related construction activities.
- D. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Owner's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
 - 1. Initial Review: Allow 15 days (excluding delivery time to and from the Contractor) for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Owner will advise Contractor when a submittal

- being processed must be delayed for coordination.
 - 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 - 3. Resubmittal Review: Allow 10 days (excluding delivery time to and from the Contractor) for review of each resubmittal.
- E. Identification: Place a permanent label or title block on each submittal for identification.
- 1. Indicate name of firm or entity that prepared each submittal on label or title block.
 - 2. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review and approval markings and action taken by Owner.
 - 3. Include the following information on label for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name and address of subcontractor, supplier, or manufacturer.
 - d. Submittal number or other unique identifier, including revision identifier.
 - 1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 06100.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 06100.01.A).
 - e. Number and title of appropriate Specification Section.
 - f. Drawing number and detail references, as appropriate.
 - g. Location(s) where product is to be installed, as appropriate.
 - h. Other necessary identification.
- F. Deviations: Highlight, encircle, or otherwise specifically identify deviations from the Contract Documents on submittals.
- G. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using an acceptable transmittal form. Submittals received from sources other than Contractor will be returned to the Contractor unreviewed.
- 1. Transmittal Form: Provide locations on form for the following information:
 - a. Project name.
 - b. Date.
 - c. Destination (To:).
 - d. Source (From:).
 - e. Names of subcontractor, manufacturer, and supplier.
 - f. Category and type of submittal.
 - g. Submittal purpose and description.
 - h. Specification Section number and title.
 - i. Drawing number and detail references, as appropriate.
 - j. Transmittal number.
 - k. Submittal and transmittal distribution record.
 - l. Remarks.
 - m. Signature of transmitter.
- H. Resubmittals: Make resubmittals in same form as initial submittal.

1. Note date and content of previous submittal.
 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
- I. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities.
- J. Use for Construction: Use only approved submittals for construction.

PART 2 - PRODUCTS

2.1 ACTION SUBMITTALS

- A. General: Prepare and submit Action Submittals required by individual Specification Sections.
- B. Product Data: Collate information into a single submittal for each element of construction and type of product or equipment.
1. If information must be specially prepared for submittal because standard manufacturer's data are not suitable for use, submit as Shop Drawings, not as Product Data.
 2. Mark each copy of each submittal to show which products and options are applicable.
 3. Include the following information, as applicable:
 - a. Manufacturer's written recommendations.
 - b. Manufacturer's product specifications.
 - c. Manufacturer's installation instructions.
 - d. Standard color charts.
 - e. Manufacturer's catalog cuts.
 - f. Wiring diagrams showing factory-installed wiring.
 - g. Printed performance curves.
 - h. Operational range diagrams.
 - i. Mill reports.
 - j. Standard product operation and maintenance manuals.
 - k. Compliance with specified referenced standards.
 - l. Testing by recognized testing agency.
 - m. Application of testing agency labels and seals.
 - n. Notation of coordination requirements.
 4. Submit Product Data before or concurrently with Samples.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:

- a. Dimensions.
 - b. Identification of products.
 - c. Fabrication and installation drawings.
 - d. Roughing-in and setting diagrams.
 - e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
 - f. Shopwork manufacturing instructions.
 - g. Templates and patterns.
 - h. Schedules.
 - i. Design calculations.
 - j. Compliance with specified standards.
 - k. Notation of coordination requirements.
 - l. Notation of dimensions established by field measurement.
 - m. Relationship to adjoining construction clearly indicated.
 - n. Seal and signature of professional engineer if specified.
 - o. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.
 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 24 by 36 inches. Shop Drawings shall be submitted electronically as a PDF using the page sizes specified.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 2. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Generic description of Sample.
 - b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of appropriate Specification Section.
 3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 4. Samples for Initial Selection or Verification: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit one full set of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Owner will return submittal with options selected.
- E. Product Schedule or List: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:

1. Type of product. Include unique identifier for each product.
2. Number and name of room or space.
3. Location within room or space.

2.2 INFORMATIONAL SUBMITTALS

A. General: Prepare and submit Informational Submittals required by other Specification Sections.

1. Number of Copies: Submit one (1) electronic copy of each submittal, unless otherwise indicated. Owner will not return copies.
2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.

B. Informational Submittals may include:

1. Test and Inspection Reports.
2. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other pertinent information.
3. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.
4. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
5. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
6. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
7. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
8. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
9. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
10. Schedule of Tests and Inspections: Comply with requirements specified in Division 1 Section "Quality Requirements."
11. Preconstruction Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed

- before installation of product, for compliance with performance requirements in the Contract Documents.
12. Compatibility Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
 13. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
 14. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements specified in Division 1 Section "Operation and Maintenance Data."
 15. Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.
 16. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, email and telephone number of manufacturer's representative. Include the following, as applicable:
 - a. Preparation of substrates.
 - b. Required substrate tolerances.
 - c. Sequence of installation or erection.
 - d. Required installation tolerances.
 - e. Required adjustments.
 - f. Recommendations for cleaning and protection.
 17. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:
 - a. Name, address, email and telephone number of factory-authorized service representative making report.
 - b. Statement on condition of substrates and their acceptability for installation of product.
 - c. Statement that products at Project site comply with requirements.
 - d. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 - e. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 - f. Statement whether conditions, products, and installation will affect warranty.
 - g. Other required items indicated in individual Specification Sections.
 18. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.

2.3 DELEGATED DESIGN

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are required of Contractor, provide products and systems complying with specific performance and design criteria indicated.
- B. Delegated-Design Submittal: With each copy of the Shop Drawings, Product Data, and other required submittals, submit a statement, signed and sealed by the responsible design professional, for each product and system designed or certified by a design professional.
 - 1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Owner.
- B. Approval Stamp: Stamp each submittal with a uniform approval stamp. Include name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 OWNER'S ACTION

- A. General: Owner will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Owner will review each submittal, make marks to indicate corrections or modifications required, and return it. Owner will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:
 - 1. Approved: The submittal was approved as submitted. The submittal is final. No resubmittal by the Contractor is required.
 - 2. Approved as Noted: The submittal was approved with modifications. The submittal is final unless the Contractor takes exception to the modifications required. No resubmittal by the Contractor is required unless the Contractor takes exception to the modifications.
 - 3. Disapproved: The review indicates that the submittal was incomplete or otherwise unacceptable. The Contractor shall revise and resubmit the information, as required in the review.
 - 4. Other: Contractor shall follow instructions provided in the Owner's transmittal.

- C. Informational Submittals: Owner will review each submittal and will not return it, or will return it if it does not comply with requirements.
- D. Partial submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
- E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION 01 33 00

SECTION 01 33 01 - REQUEST FOR INFORMATION (RFI)

PART 1 - GENERAL

1.1 SUMMARY

- A. This section covers Request for Information (RFI) from the Contractor. RFI in this section is defined as: the solicitation by the Contractor for clarifications, interpretations, verifications and/or corrections of the Contract Documents.
- B. RFIs shall not be used to report non-conformances.
- C. The Contractor shall comply with this section for all such requests for information. All costs incurred by the Contractor in preparing these requests shall be borne by the Contractor and are part of this Contract.
- D. Any delays or impacts caused by the Contractor's failure to conform to the requirements of this section shall be solely the Contractor's responsibility and shall not be cause for any time extension and/or additional compensation.

PART 2 - PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 REQUEST FOR INFORMATION REQUIREMENTS

- A. The Contractor is responsible for reviewing all Contract Documents related to a particular work product well in advance of the performance of such. This review shall be planned to allow sufficient time to obtain resolution of any required RFI, as defined in this section.
- B. RFI Requirements.
 - 1. All RFIs shall be submitted to the Owner in the format designated in the Contract Documents (using RFI form).
 - 2. All RFIs shall be signed by the Contractor's Project Manager or by a designated alternate (i.e., the Quality Assurance Representative) and include the following:
 - a. Date submitted.
 - b. Contract number and title.
 - c. Contractor's name.
 - d. Description of the request, including any supportive drawings, sketches or additional information.
 - e. List of schedule activities which may be impacted by the request and a brief explanation as to why there would be a schedule impact and specific date

- constraints.
 - f. Clear description of what response the Contractor is expecting.
 - g. Any recommendations to resolve the RFI.
- C. RFI Processing Procedure.
- 1. All RFIs shall be submitted through eBuilder with an appropriate title to identify the subject matter.
 - 2. The Owner will keep a log of all RFIs including receipt date and date returned to the Contractor.
 - 3. The Owner's Construction Administrator and Engineer of Record (if applicable) shall review the request to determine if further information is required from the Contractor. The RFI shall be resubmitted by the Contractor with additional information using the eBuilder thread of correspondence. The Engineer of Record will coordinate a response and transmit the answer to the RFI via eBuilder.
- D. Time allowed for processing RFIs.
- 1. Although every attempt will be made to expeditiously resolve all RFIs, Owner shall have 10 Calendar days to respond to an RFI, from the date the RFI received by the Owner includes all necessary information needed to formulate a response. Failure by the Contractor to allow sufficient time for Owner to formulate a response to an RFI, as specified in this section, shall not constitute grounds for a delay claim from the Contractor. Accordingly, it is incumbent on the Contractor to ensure communications on the RFI do not cause delay of progress.

PART 4 - MEASUREMENT AND PAYMENT – NOT USED

END OF SECTION 01 33 01

SECTION 01 33 24 - WORKING DRAWINGS

PART 1 – GENERAL

1.1 SUMMARY

- A. This Section specifies the preparation and submission of working drawings and associated calculations required by the specifications sections or to erect temporary structures to facilitate construction.

PART 2 - PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 WORKING DRAWING REQUIREMENTS

- A. Working drawings shall be identified by reference to drawing page numbers and specification section numbers. Working drawings shall be prepared, seal-stamped, dated and signed by the Contractor's Engineer, of the involved discipline, registered as a Professional Engineer in the State of Florida.
- B. Quality Assurance: All working drawings shall be prepared to a high standard of quality, and to the satisfaction of the Owner. Drawing level control shall be established and implemented to ensure documentation is controlled for specified applications on contract.
- C. Associated Calculations: Calculations shall be prepared, seal-stamped, dated and signed by the Contractor's engineer, of the involved discipline, registered as a Professional Engineer in the State of Florida. Calculations shall be identified by reference to Contract Drawing page numbers and specification section numbers.
- D. Contractor's Responsibilities: Working drawings and associated calculations prepared by any subcontractor shall be reviewed, signed and dated as approved by the Contractor, prior to submission. Each submittal shall be coordinated with the requirements of the work.
 - 1. Field measurements and field construction criteria shall be verified by the Contractor.
 - 2. Work, for which working drawings and associated calculations are required, shall not begin until those drawings and calculations bearing the stamp and signature, indicating Contractor Engineer's review, have been received.
 - 3. Submittals shall not relieve the Contractor of the responsibility for safe and effective design of structures for which the working drawings and associated calculations are submitted. The Owner, the Owner's Construction Administrator, and the Engineer of Record shall in no way be liable to the Contractor and others for any consequences arising from work described in this section and shall not review and or approve the working drawings.

3.2 SUBMITTAL REQUIREMENTS:

- A. Working drawings and associated calculations shall be submitted in sufficient time and not less than 30 days before work represented by those drawings and calculations is scheduled to be performed.
- B. Submittals shall be accompanied by two Transmittal Forms containing the following information:
 - 1. Submittal date.
 - 2. Project title and number.
 - 3. Contractor's name and address.
 - 4. Number of each working drawing and associated calculation submitted.
 - 5. Notification of known deviations from Construction Documents.
 - 6. Other pertinent data.

PART 4 - MEASUREMENT AND PAYMENT (NOT USED)

END OF SECTION 01 33 24

SECTION 01 43 00 - QUALITY ASSURANCE

PART 1 - GENERAL

1.1 QUALITY ASSURANCE

- A. The Contractor shall clearly prescribe an effective Quality Assurance Plan in accordance with Industry Workmanship Standards (ISO 9000, ANSI 1.8 or other approved Quality Program). The plan shall assure adequate quality throughout all areas of the Contract. The Quality Assurance Plan shall ensure compliance with the requirements of the Contract Documents within the Contractor's, subcontractors' and suppliers' organizations.
- B. Within the Contractor's Quality Assurance Plan a section shall be dedicated to the Contractor's Quality Control Plan to ensure that all construction assemblies, installations and productions comply with the requirements of the Contract Documents performed by the Contractor, subcontractors and suppliers.
- C. Personnel performing quality functions shall have sufficient, well defined responsibility, authority and the organizational freedom to identify, evaluate quality problems and to initiate, recommend or provide solutions.

1.2 AUTHORITY VERIFICATION

- A. The Contractor's Quality Assurance Plan shall be subject to the Owner's verification at any time. Verification may include but no limited to:
 - 1. Surveillance of the operations.
 - 2. Auditing.
 - 3. Inspection to measure quality of items to ensure compliance with all requirements.
 - 4. Proper record keeping of activities affecting quality. These records shall be available for review. Records are considered one of the principal forms of objective evidence of quality.

1.3 OWNER'S QUALITY ASSURANCE

- A. All Work is subject to Owner's quality assurance inspection and testing, as determined appropriate by the Owner, at all locations and at all reasonable times before acceptance to ensure strict compliance with the terms of the Contract Documents.
- B. Owner's quality assurance inspections and tests are for the sole benefit of Owner and do not:
 - 1. Relieve Contractor of responsibility for providing adequate quality control measures or quality assurance inspections and tests that are specified in the Contract Documents and other Sections of this Specification;
 - 2. Relieve Contractor of responsibility for damage to or loss of the material before acceptance;
 - 3. Constitute or imply acceptance; or

- 4. Affect the continuing rights of the Owner after acceptance of the completed Work.
- C. The presence or absence of a quality assurance inspector does not relieve Contractor from any Contract requirement.
- D. Promptly furnish all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Owner.
- E. The Owner may charge Contractor for any additional cost of inspection or test when Work is not ready at the time specified by Contractor for inspection or test, or when prior rejection makes re-inspection or retest necessary. All quality assurance inspections and tests will be performed in a manner that will not unnecessarily delay the Work.

1.4 APPLICABILITY

- A. The responsibility for providing quality assurance disciplines for verifying the work is performed in accordance with the Contract Document rests with the Contractor. The Contractor's Quality Assurance Plan shall apply to the assurance of quality throughout all areas of Contract performance as specified in this Section.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 REQUIREMENTS

- A. The Contractor's Quality Assurance Plan shall be in accordance with this section and shall include at a minimum:
 - 1. Organizational chart indicating lines of authority and reporting relationship including a Quality Assurance Manager and personnel.
- B. Maintain an adequate inspection system and perform such inspections as will ensure that the Work conforms to the Contract Documents.
- C. Maintain complete inspection records and make them available at all times to the Owner.
- D. The Contractor's Quality Assurance and Quality Control system shall consist of plans, procedures, and organization necessary to complete the Works in full compliance with the Contract Documents. The system shall cover all construction and demolition operations, both onsite and offsite, including Work by subcontractors, fabricators, suppliers and purchasing agents, and shall be keyed to the proposed construction sequence.

3.2 QUALITY ASSURANCE PLAN

- A. Quality Assurance Plan shall be submitted in accordance with requirements of SECTION 01 33 00 for review and approval of the Owner no later than 30 days after Notice to Proceed.
- B. All work undertaken by the Contractor before approval by the Owner of the Contractor's Quality Assurance Plan will be at the Contractor's risk and expense.
- C. Provide additional information as may be required by the Owner to assure acceptability of the Contractor's Quality Assurance Plan.
- D. The Quality Assurance Plan must be approved by the Owner as a prerequisite for Owner's release of Progress Payment for Mobilization line item.

3.3 HOLD POINTS

- A. The Quality Assurance Plan shall include provisions for hold points for the Contractor's quality assurance inspection and testing, using the Contractor's Quality Assurance Plan.

3.4 RECORDS

- A. Records for all tests, audits and inspections performed, including data on conforming as well as nonconforming items shall be included in the Quality Assurance Plan. Calibration certification shall be maintained by the Contractor at the job site, at all times, throughout the construction. The Owner reserves the rights to inspect the records system as often as deemed necessary to ensure compliance.

PART 4 - NONCONFORMANCE AND REPAIR ACTION

4.1 RESPONSIBILITY

- A. The Contractor shall be responsible for all costs associated with the removal of components and/or devices, the shipping charges to and from the Contractor's facilities and the costs associated with their reinstallation and/or repair. The Contractor shall be responsible for meeting with the Owner to determine the schedule of repairs.

4.2 COMPENSATION FOR UNRESPONSIVENESS

- A. In the event the Contractor fails to comply promptly with its obligation under these specifications or with a request by the Owner to repair, replace or correct failed components, devices, equipment and/or materials, Owner shall upon written notification to the Contractor, have the authority to deduct the cost of labor and materials from any compensation due or to become due to the Contractor. In the event the Contractor has been paid, the Contractor agrees to compensate Owner for its costs thereof.

4.3 REPAIRS AND ADJUSTMENTS

- A. During the entire warranty period, all repairs and/or adjustments made by the Contractor

shall be documented by the Contractor. A copy of the repair reports shall be submitted to Owner weekly. Each repair or adjustment shall be documented by Date, Time, Equipment, Type of Failure, Location, Type of Repair/Adjustment and By Whom.

PART 5 - MEASUREMENT AND PAYMENT (NOT USED)

END OF SECTION 01 43 00

SECTION 01 45 29 – TESTING LABORATORY SERVICES

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Contractor shall employ and pay for services of Independent Testing Laboratory(s) to perform specified services.
- B. Inspection, Sampling and Testing is required for (but not limited to):
 - 1. Concrete repair mortar (compressive strength).
 - 2. Other operations specified in these specifications or as required by the Owner.
- C. Contractor's employment of Testing Laboratory shall in no way relieve Contractor of its obligation to perform Work in accordance with Contract.
- D. Contract Drawings or individual specifications sections may provide additional testing requirements or laboratory qualification requirements. In case of a conflict between the requirements stated in this section and those stated elsewhere, the ones stated elsewhere will prevail in regard to the conflicted portion.

1.2 QUALIFICATION OF LABORATORY

- A. Meet "Recommended Requirements for Independent Laboratory Qualification", latest edition, published by American Council of Independent Laboratories.
- B. Meet basic requirements of ASTM E 329-90 "Standard Practice for Use in the Evaluation of Testing Agencies for Concrete and Steel as Used in Construction", where applicable.
- C. Certified by the State of Florida or other authority acceptable to the Owner.

1.3 LABORATORY DUTIES; LIMITATIONS OF AUTHORITY

- A. Cooperate with Owner and Contractor; provide qualified personnel promptly on notice.
- B. Perform specified inspections, sampling and testing of materials and methods of construction:
 - 1. Comply with specified standards; ASTM, other recognized authorities, and as specified.
 - 2. Ascertain compliance with requirements of Contract Documents.
- C. Promptly notify Owner and Contractor of irregularities or deficiencies of Work which are observed during performance of services.
- D. Promptly submit electronic copies of reports of inspections and tests to Owner, including:
 - 1. Date issued.
 - 2. Project title and number.

3. Testing Laboratory name and address.
4. Name of Inspector
5. Date of inspection or sampling.
6. Record of temperature and weather.
7. Date of test.
8. Identification of product and specification section.
9. Location in project.
10. Type of inspection or test.
11. Observations regarding compliance with Contract Documents.

E. Laboratory is not authorized to:

1. Release, revoke, alter, or enlarge on requirements of Contract Documents.
2. Approve or accept any portion of Work.
3. Perform any duties of the Contractor other than those specified.

1.4 CONTRACTOR'S RESPONSIBILITIES

- A. Select laboratory and coordinate testing with Laboratory and Owner.
- B. Cooperate with Laboratory personnel, provide access to Work.
- C. Provide to Laboratory preliminary representative samples of materials to be tested in required quantities.
- D. Furnish copies of test reports.
- E. Furnish casual labor and facilities:
 1. To provide access to Work to be tested.
 2. To obtain and handle samples at the site.
 3. To facilitate inspections and tests.
 4. For Laboratory's exclusive use for storage and curing of test samples.
- F. Notify Laboratory sufficiently in advance of operations to allow for assignment of personnel and scheduling of tests.
- G. Pay for services of the Testing Laboratory(s) to perform additional inspections, sampling and testing required:
 1. For compliance with requirements specified.
 2. When initial tests indicate Work does not comply with Contract Documents.
 3. Payment shall be made directly by the Contractor.
- H. Contractor will be responsible for payment for all failing tests.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 01 45 29

SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Recognizing that the majority of the Work may be performed from waterborne equipment, not all of the requirements of this section will be applicable to the Work and are marked (as needed) or (if needed).

1.2 MOBILIZATION

- A. Mobilization shall include, but not be limited to, these principal items:
 - 1. Obtaining required permits.
 - 2. Installing temporary construction power, wiring, and lighting facilities, if required.
 - 3. Providing onsite communication facilities including telephones, if required.
 - 4. Posting OSHA required notices and establishing safety programs and procedures.
 - 5. Having the Contractor's superintendent at the site full time.
- B. Use area designated for Contractor's temporary facilities as shown as the staging area on the Contract Drawings (if shown). Obtain Owner's approval for location of temporary facilities if a designated area is not indicated on the Contract Drawings.

1.3 PERMITS

- A. Permits, Licenses, or Approvals: Obtain in accordance with the General Conditions and as otherwise may be provided in the Supplemental Conditions and retain onsite.

1.4 PROTECTION OF WORK AND PROPERTY

- A. Contractor is responsible for all safety activities associated with the execution of the Work.
- B. Keep Owner informed of serious accidents on the site and related claims.
- C. Use of Explosives: No blasting or use of explosives will be allowed on the site.
- D. During the performance of the Work, Contractor is responsible for adapting its means, methods, techniques, sequences and procedures of construction to allow Owner and Tenant to maintain operations at the existing level of facility operation and consistent with applicable permit requirements, and Laws and Regulations. In performing such Work and in cooperating with the Owner and Tenant to maintain operations, it may be necessary for the Contractor to plan,

design, and provide various temporary services, utilities, connections, temporary piping, access, and similar items which will be included within the Contract Price.

1.5 USE CHARGES

- A. General: Cost or use charges for temporary facilities shall be included in the Contract Sum. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner's representatives, testing agencies, and authorities having jurisdiction.
- B. Sewer Service: Pay sewer service use charges for sewer usage by all entities for construction operations.
- C. Water Service: Pay water service use charges for water used by all entities for construction operations.
- D. Electric Power Service: Pay electric power service use charges for electricity used by all entities for construction operations.

1.6 SUBMITTALS

- A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.
- B. Administrative Submittals, copies of permits and approvals for construction as required by Laws and Regulations and governing agencies.
- C. Shop Drawings.

1.7 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.8 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Installer of each permanent service shall assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 TEMPORARY FACILITIES

- A. Field Offices, General: Field offices are not required, but if used shall consist of the following. Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.
- B. Storage and Fabrication Sheds: Storage sheds are not required, but if used shall consist of the following. Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.
 - 1. Store combustible materials apart from building.
- C. Toilet Facilities (designated Men and Women).

2.2 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service (if needed).
 - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.
- C. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
- D. Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.
- E. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed

construction from adverse effects of high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.

- F. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.
- G. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
 - 1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
 - 2. Install lighting for Project identification sign.

3.3 SUPPORT FACILITIES INSTALLATION

- A. Temporary Roads and Paved Areas: Construct and maintain temporary roads and paved areas (if needed) adequate for construction operations. Locate temporary roads and paved areas within construction limits indicated on the Contract Drawings (if shown).
 - 1. Provide dust-control treatment that is nonpolluting and nontracking. Reapply treatment as required to minimize dust.
- B. Traffic Controls: Comply with requirements of authorities having jurisdiction.
 - 1. Protect existing site improvements to remain including curbs, pavement, and utilities.
 - 2. Maintain access for fire-fighting equipment and access to fire hydrants.
- C. Parking: Provide temporary parking areas for construction personnel.
- D. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.
 - 1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties nor endanger permanent Work or temporary facilities.
 - 2. Contractor shall be responsible for obtaining any and all permits that may be required as part of this work.
- E. Project Identification and Temporary Signs: Provide Project identification and other signs. Install signs where indicated to inform public and individuals seeking entrance to Project. Unauthorized signs are not permitted.
 - 1. Provide temporary, directional signs for construction personnel and visitors.
 - 2. Maintain and touchup signs so they are legible at all times.
- F. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with Division 1 Section "Execution Requirements" for progress cleaning requirements.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways, means and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
- B. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to adjacent properties, waterways, and walkways, according to requirements of authorities having jurisdiction.
 - 1. Inspect, repair, and maintain erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
- C. Stormwater Control: Comply with authorities having jurisdiction. Provide barriers in and around excavations and sub-grade construction to prevent flooding by runoff of stormwater from heavy rains.
- D. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- E. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities.
- F. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.
 - 1. Prohibit smoking in hazardous fire-exposure areas.
 - 2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
 - 3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
 - 4. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

3.5 OPERATION, TERMINATION, AND REMOVAL

- A. Maintenance: Maintain facilities in good operating condition until removal.
 - 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- B. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.

- C. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
 2. Remove temporary paving not intended for or acceptable for integration into permanent paving. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
 3. At Substantial Completion, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 1 Section "Closeout Procedures."

3.6 PROTECTION OF WORK AND PROPERTY

A. General:

1. Perform Work within rights-of-way and easements in a systematic manner that minimizes inconvenience to property owners, tenants, and the public.
2. Maintain in continuous service all existing underground power, telephone or communication cable, water mains, and all other utilities encountered along the line of work, unless other arrangements satisfactory to owners of said utilities have been made.
3. Where completion of Work requires temporary or permanent removal and/or relocation of an existing utility, coordinate all activities with owner of said utility and perform all work to their satisfaction.
4. Protect, shore, brace, support, and maintain underground pipes, conduits, drains, and other underground utility construction uncovered or otherwise affected by construction operations.
5. Keep fire hydrants and water control valves free from obstruction and available for use at all times.
6. In areas where the Contractor's operations are adjacent to or near a utility such as telephone, electric power, or water, and such operations may cause damage or inconvenience, suspend operations until arrangements necessary for protection thereof have been made by the Contractor.
7. Notify property owners and utility offices which may be affected by the construction operation at least 2 days in advance.
 - a. Before exposing a utility, obtain utility owner's permission. Should service of utility be interrupted due to the Contractor's operation, notify proper authority immediately. Cooperate with said authority in restoring service as promptly as possible and bear costs incurred.

B. Barricades and Lights:

1. Provide as necessary to prevent unauthorized entry to construction areas and as required to ensure public safety and the safety of Contractor's employees, other employer's employees, and others who may be affected by the Work.
2. Provide to protect existing facilities and adjacent properties from potential damage.
3. Locate to enable access by facility operators and property owners.

C. Signs and Equipment:

1. Conform to requirements of the manual published by the State Department of Transportation.
2. Barricades: Provide as required by the State of Florida Vehicle Code and in sufficient quantity to safeguard public and Work.
3. Illuminate barricades and obstructions with warning lights from sunset to sunrise.

D. Existing Structures: Where Contractor contemplates removal of small structures, such as manholes that interfere with Contractor's operations, obtain approval of property owner. Replace those removed in a condition equal to or better than original.

E. Dewatering: Construct, maintain and operate channels, flume drains, sumps, pumps, or other temporary diversion and protection works. Furnish materials required, install, maintain, and operate necessary pumping and other equipment for the environmentally safe removal and disposal of water from the various parts of the Work. Maintain the foundations and parts of the Work free from water.

3.7 TEMPORARY CONTROLS

A. Air Pollution and Dust Control:

1. Minimize air pollution and dust from construction operations.
2. Burning of waste materials, rubbish, or other debris will not be permitted on or adjacent to the site or elsewhere on Owner's property unless prior approval of Owner and appropriate governmental agencies is obtained. Even if such approval is appropriated by the Contractor, the Owner may restrict burning in response to environmental or other prevalent conditions.
3. Conduct operations of dumping rock and soil and of carrying rock and soil away in trucks to cause a minimum of dust. Give unpaved streets, roads, detours, or haul roads used in the construction area a dust- preventive treatment or periodically water to prevent dust. Strictly adhere to applicable environmental regulations for dust prevention.
4. ICS handles and stores materials that are very sensitive to dust and dirt. Necessary measures shall be taken to keep dust and dirt to a minimum, including covering exposed soil with burlap, tarps, visqueen, or similar to maintain a clean job site.
5. Adjacent tenant facilities store and process automobiles and other vehicles. The Contractor is responsible for the cost of any additional washing or other repairs as a result of dust or other damage caused by the Contractor's operations.

B. Water Pollution Control:

1. Prior to commencing excavation and construction, obtain Owner's agreement with detailed plans showing procedures intended to handle and disposal of groundwater, and storm water flow, including dewatering pump discharges.
2. Comply with procedures outlined in U.S. Environmental Protection Agency

manuals entitled, “Guidelines for Erosion and Sedimentation Control Planning” and “Implementation, Processes, Procedures, and Methods to Control Pollution Resulting from All Construction Activity,” and “Erosion and Sediment Control-Surface Mining in Eastern United States.”

3. Do not dispose of volatile wastes such as mineral spirits, oil, chemicals, or paint thinner in storm or sanitary drains. Disposal of wastes into streams or waterways is prohibited. Provide acceptable containers for collection and disposal of waste materials, debris, and rubbish.

C. Erosion, Sediment, and Flood Control:

1. Provide, maintain, and operate temporary facilities to control erosion and sediment releases, and to protect Work and existing facilities from flooding during construction period.
2. Design erosion and sediment controls to handle peak runoff resulting from 25-year, 24- hour storm event based on U.S. Weather Bureau, “Rainfall-Frequency Atlas of the United States for Durations from 30 Minutes to 24 Hours and Return Periods from 1 to 100 Years,” Technical Paper No. 40, 1981.
3. Owner’s Existing Stormwater Facilities: Contractor’s dewatering and temporary storm water facilities that discharge into Owner’s existing stormwater facilities shall be operated and monitored to ensure their discharge does not cause violations of the Owner’s stormwater permits.

3.8 STORAGE YARDS

- A. Temporary Storage Yards: Construct temporary storage yards (as needed) for storage of products that are not subject to damage by weather conditions.

3.9 PARKING AREAS

- A. Control vehicular parking to preclude interference with public traffic or parking, access by emergency vehicles, Owner’s and tenants’ operations, or construction operations.
- B. Employee parking shall be offsite and shuttle service or other methods of transport shall be provided to conduct personnel to and from the project site. On-site access shall be limited to the site superintendent’s vehicle and delivery vehicles as required.

3.10 VEHICULAR TRAFFIC

- A. Refer to Division 1 Section “Project Management and Coordination” for additional requirements.
- B. Conduct Work to interfere as little as possible with operations, whether vehicular or pedestrian.
- C. Maintain top of backfilled excavations before they are paved, to allow operations traffic to pass over. Provide temporary access driveways where required. Cleanup operations shall follow immediately behind backfilling.

3.11 CLEANING DURING CONSTRUCTION

- A. In accordance with the General Conditions, as may be specified in Specification sections, and as required herein.
- B. Provide approved containers for collection and disposal of waste materials, debris, and rubbish. At least at weekly intervals, dispose of such waste materials, debris, and rubbish offsite.
- C. At least weekly, brush sweep the wharf and concrete apron in front of the warehouse, and all other areas affected by Work and where adjacent to Work. Wet down exterior surfaces prior to sweeping to prevent blowing of dust and debris.

END OF SECTION 01 50 00

SECTION 01 60 00 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

2.1 SUMMARY

- A. This Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable products.
- B. See also Technical Specifications, Section 03 01 40 Prestressed Concrete Pile Repairs.

2.2 DEFINITIONS

- A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not been incorporated into another project or facility previously, except that products consisting of recycled-content materials are allowed, unless explicitly stated otherwise. Products salvaged or recycled from other projects are not considered new products.
 - 3. Comparable Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or considered by Owner to exceed those of specified product.
- B. Substitutions: Changes proposed by Contractor in products, materials, equipment, and methods of construction from those required by the Contract Documents.
- C. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," or words with similar intent, including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.

2.3 SUBMITTALS

- A. Refer to Specification Section 01 33 00 Submittal Procedures.
- B. Product List: Submit a list, in tabular form, showing specified products. Include generic names of products required. Include manufacturer's name and proprietary product names for each product.
 - 1. Coordinate product list with Contractor's Construction Schedule and the Submittals Schedule.

2. Form: Tabulate information for each product under the following column headings:
 - a. Specification Section number and title.
 - b. Generic name used in the Contract Documents.
 - c. Proprietary name, model number, and similar designations.
 - d. Manufacturer's name and address.
 - e. Supplier's name and address.
 - f. Installer's name and address.
 - g. Projected delivery date or time span of delivery period.
 - h. Identification of items that require early submittal approval for scheduled delivery date.
 3. Initial Submittal: Within 30 days after notice to proceed, submit initial product list. Include a written explanation for omissions of data and for variations from Contract requirements.
 - a. At Contractor's option, initial submittal may be limited to product selections and designations that must be established early in Contract period.
 4. Completed List: Within 60 days after notice to proceed, submit completed product list. Include a written explanation for omissions of data and for variations from Contract requirements.
 5. Owner's Action: Owner will respond in writing to Contractor within 15 days of receipt of completed product list. Owner's response will include a list of unacceptable product selections and a brief explanation of reasons for this action. Owner's response, or lack of response, does not constitute a waiver of requirement to comply with the Contract Documents.
- C. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Contract Drawing numbers and titles.
1. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified material or product cannot be provided.
 - b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 - d. Product Data, including Shop Drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
 - g. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - h. Research/evaluation reports evidencing compliance with building code in effect for Project, from a model code organization acceptable to authorities

- having jurisdiction.
 - i. Detailed comparison of Contractor's Construction Schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating lack of availability or delays in delivery.
 - j. Cost information, including a proposal of change, if any, in the Contract Sum.
 - k. Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.
 - l. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
2. Owner's Action: If necessary, Owner will request additional information or documentation for evaluation within 7 days of receipt of a request for substitution. Owner will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or within 7 days of receipt of additional information or documentation, whichever is later.
- a. Form of Acceptance: Change Order, or other written authorization by Owner.
 - b. Use product specified if Owner cannot decide on use of a proposed substitution within time allocated.
- D. Comparable Product Requests: Submit request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Contract Drawing numbers and titles.
1. Owner's Action: If necessary, Owner will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Owner will notify Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.
- a. Form of Approval: As specified in Division 1 Section "Submittal Procedures."
 - b. Use product specified if Owner cannot decide on use of a comparable product request within time allocated.
- E. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 1 Section "Submittal Procedures." Show compliance with requirements.

2.4 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is provided with two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.
1. Each subcontractor is responsible for providing products and construction methods compatible with products and construction methods of the Contractor or other subcontractors.

2. If a dispute arises between subcontractors over concurrently selectable but incompatible products, Owner will determine which products shall be used.

2.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
- C. Storage:
 1. Store products to allow for inspection and measurement of quantity or counting of units.
 2. Store materials in a manner that will not endanger Project structure.
 3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
 4. Store cementitious products and materials on elevated platforms.
 5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
 6. Protect stored products from damage and liquids from freezing.

2.6 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
 1. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
 2. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.
 1. Manufacturer's Standard Form: Modified to include Project-specific

- information and properly executed.
 2. Specified Form: When specified forms are included with the Specifications, prepare a written document using appropriate form properly executed.
 3. Refer to Divisions 2 through 16 Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Division 1 Section "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, which are undamaged and, unless otherwise indicated, are new at time of installation.
1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
 4. Where products are accompanied by the term "as selected," or other words of similar intent, Owner will make selection.
 5. Where products are accompanied by the term "match sample," or other words of similar intent, sample to be matched is Owner's.
 6. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.
 7. Or Equal: Where products are specified by name and accompanied by the term "or equal" or "or approved equal" or "or approved," comply with provisions in Part 2 "Comparable Products" Article to obtain approval for use of an unnamed product.
- B. Product Selection Procedures:
1. Product: Where Specifications name a single product and manufacturer, provide the named product that complies with requirements.
 2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements.
 3. Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed that complies with requirements.
 4. Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.
 5. Product Options: Where Specifications indicate that sizes, profiles, and dimensional requirements on the Contract Drawings are based on a specific product or system, provide the specified product or system. Comply with provisions in Part 2 "Product Substitutions" Article for consideration of an unnamed product or system.
 6. Basis-of-Design Product: Where Specifications name a product and include a list of manufacturers, provide the specified product or a comparable product by one of the

other

named manufacturers. Contract Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product by the other named manufacturers.

7. Visual Matching Specification: Where Specifications require matching an established Sample, select a product that complies with requirements and matches Owner's sample. Owner's decision will be final on whether a proposed product matches.

- a. If no product available within specified category matches and complies with other specified requirements, comply with provisions in Part 2 "Product Substitutions" Article for proposal of product.

8. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's colors, patterns, textures" or a similar phrase, select a product that complies with other specified requirements.

- a. Standard Range: Where Specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, Owner will select color, pattern, density, or texture from manufacturer's product line that does not include premium items.

- b. Full Range: Where Specifications include the phrase "full range of colors, patterns, textures" or similar phrase, Owner will select color, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 PRODUCT SUBSTITUTIONS

- A. Conditions: Owner will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Owner will return requests without action, except to record noncompliance with these requirements:

1. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to designer for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
2. Requested substitution does not require extensive revisions to the Contract Documents.
3. Requested substitution is consistent with the Contract Documents and will produce indicated results.
4. Substitution request is fully documented and properly submitted.
5. Requested substitution will not adversely affect Contractor's Construction Schedule.
6. Requested substitution has received necessary approvals of authorities having jurisdiction.
7. Requested substitution is compatible with other portions of the Work.
8. Requested substitution has been coordinated with other portions of the Work.
9. Requested substitution provides specified or implied warranty.
10. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

2.3 COMPARABLE PRODUCTS

- A. Conditions: Owner will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Owner will return requests without action, except to record noncompliance with these requirements:
1. Evidence that the proposed product does not require extensive revisions to the Contract Documents that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
 2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 3. Evidence that proposed product provides specified or implied warranty.
 4. List of similar installations for completed projects with project names and addresses and names and addresses of Owners and owners, if requested.
 5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 60 00

SECTION 01 73 00 - EXECUTION

PART 1 – GENERAL

1.1 SUMMARY

- A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. Construction layout.
 - 2. Field engineering and surveying.
 - 3. General installation of products.
 - 4. Progress cleaning.
 - 5. Starting and adjusting.
 - 6. Protection of existing and installed construction.
 - 7. Correction of the Work.

1.2 SUBMITTALS

- A. Qualification Data: Submit qualification data in resume format for Cathodic Protection 2 – Technician (CP2), professional engineer and Cathodic Protection Specialist (CP4) required by Section 03 01 40 – Prestressed Concrete Pile Repairs.

1.3 QUALITY ASSURANCE

- A. Land Surveyor Qualifications: It is not anticipated that the Work will require detailed land surveying to identify the repair items shown on the Contract Drawings. Therefore, the Contractor is not required to obtain the services of a Professional Land Surveyor for this project.
- B. Professional Engineer Qualifications: Refer to Section 03 01 40 – Prestressed Concrete Pile Repairs for detailed engineering requirements.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.
 - 1. Before construction, verify the location and points of connection of utility services.
- B. Existing Utilities: Before beginning site work, investigate and verify the existence and location of underground utilities and other construction affecting the Work.

1. Before construction, verify the location of points of connection to temporary facilities including sanitary sewer, storm sewer, and water-service piping; and underground electrical services.
 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- C. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations. Proceed with installation only after unsatisfactory conditions have been corrected to the satisfaction of the Owner. Proceeding with the Work indicates Contractor's acceptance of surfaces and conditions.

3.2 PREPARATION

- D. Existing Utility Information: Furnish information to Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction, if required. Coordinate with authorities having jurisdiction.
- E. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- F. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on the Contract Drawings.
- G. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a Contractor's Request for Information (RFI) to Owner. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents

3.3 CONSTRUCTION LAYOUT

- H. It is not anticipated that the Work will require detailed land surveying to identify the repair items shown on the Contract Drawings. Rather, the Contractor shall rely on pile bent numbering system employed in the provided structural inspection reports to layout the repair work.
- I. Site Improvements for Temporary Facilities (if needed): Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and invert elevations.
- J. Building Lines and Levels for Temporary Facilities (if needed): Locate and lay out control lines and levels for temporary structures, including those required for mechanical and electrical work.
- K. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions,

name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Owner.

3.4 FIELD ENGINEERING

- A. Refer to Section 03 01 40 – Prestressed Concrete Pile Repairs for field engineering requirements.

3.5 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 - 1. Make vertical work plumb and make horizontal work level.
 - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- G. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.
 - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Owner.
 - 2. Allow for thermal expansion and contraction movements.
 - 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.6 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Strictly enforce requirements. Dispose of materials lawfully.
 - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 - 2. Do not hold materials more than 7 days.
 - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
 - 1. Remove liquid spills promptly.
 - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, complete or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.7 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without

damage or deterioration at time of Substantial Completion.

- B. Comply with manufacturer's written instructions for temperature and relative humidity.
- C. Select demolition means and methods to preserve intact existing crane rail beam and other structures not designated for demolition.

3.8 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes. Comply with requirements in Division 1 Section "Cutting and Patching."
 - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent and temporary facilities used during construction to their specified condition.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.

END OF SECTION 01 73 00

SECTION 01 73 29 - CUTTING AND PATCHING

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes procedural requirements for cutting and patching.

1.2 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of other Work.
- B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

1.3 SUBMITTALS

- A. Cutting and Patching Proposal: Submit written request at least 10 days in advance of cutting or alteration which affects:
 - 1. Structural integrity of any element of Project.
 - 2. Efficiency, maintenance, or safety of any operational element.
 - 3. Visual qualities of sight exposed elements.
 - 4. Work of Owner, Tenant, or separate Contractor.
- B. Include the following information in the proposal:
 - 1. Extent: Describe cutting and patching, show how they will be performed, and indicate why they cannot be avoided.
 - 2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well other significant visual elements.
 - 3. Products: List products to be used and firms or entities that will perform the Work.
 - 4. Dates: Indicate when cutting and patching will be performed.
 - 5. Utility Services and Mechanical/Electrical Systems:
 - a) List services/systems that cutting and patching procedures will disturb or affect.
 - b) List services/systems that will be relocated and those that will be temporarily out of service.
 - c) Indicate how long services/systems will be disrupted.
 - 6. Copy of all procured required permits.
 - 7. Structural Elements: Where cutting and patching involve adding reinforcement to structural elements, submit details and engineering calculations showing integration of reinforcement with original structure.
 - 8. Owner's Approval: Obtain approval of cutting and patching proposal before cutting and patching. Approval does not waive right to later require removal and replacement of unsatisfactory work.

1.4 QUALITY ASSURANCE

- A. Do not cut and patch structural or other elements in a manner that could change their load-carrying capacity or load-deflection ratio or in a manner that results in reducing their capacity to perform as intended or that result in increased maintenance or decreased operational life or safety.
- B. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces.
 - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of in-place material.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
 - 1. After uncovering existing Work, assess conditions affecting performance of work.
 - 2. Beginning of cutting or patching means acceptance of existing conditions.
 - 3. Compatibility: Before patching, verify compatibility with and suitability of substrates.
 - 4. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut.
- B. Protection: Protect in-place construction during cutting and patching to prevent damage.
- C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

3.3 PERFORMANCE

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction.
 - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces.
 - 2. Concrete/Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond- core drill.
 - 3. Excavating and Backfilling: Comply with requirements in applicable Division 2 Sections where required by cutting and patching operations.
 - 4. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 - 5. Proceed with patching after construction operations requiring cutting are complete.
- C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work.
 - 1. Execute patching to complement adjacent Work.
 - 2. Execute work by methods to avoid damage to other Work, and which will provide appropriate surfaces to receive patching and finishing.
 - 3. Restore work with new products in accordance with requirements of Contract Documents.
- D. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove mortar, oils, and similar materials.

END OF SECTION 01 73 29

SECTION 01 77 00 - CLOSEOUT PROCEDURES

PART 1 – GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
1. Inspection procedures and test results.
 2. Warranties.
 3. Record Drawings.

1.2 SUBMITTALS

- A. Contract Closeout Submittals: Submit a complete set of required closeout documents electronically via eBuilder prior to application for final payment.
1. Certificate of Contract Completion: As required in the General Conditions.
 2. Consent of Surety to Final Payment: As required in the General Conditions.
 3. Record Documents: As required in the General Conditions and Division 1 Section "Project Record Documents."
 4. Approved Shop Drawings and Samples: As required in the General Conditions.
 5. Special Bonds, Special Warranties, and Service Agreements.
 6. Releases or Waivers of Liens and Claims: As required in the General Conditions.
 7. Releases from Agreements.
 8. Final Application for Payment: Submit in accordance with procedures and requirements stated in Division 1 Section "Payment Procedures."
 9. Spare Parts and Special Tools: As required by individual specification sections.

1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following, and as required in Section II, Article 3 of the General Conditions. List items below that are incomplete in request.
1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 2. Advise Owner of pending insurance changeover requirements.
 3. Submit specific warranties, final certifications, and similar documents.
 4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 5. Prepare and submit Project Record Documents, Final Completion construction photographs, damage or settlement surveys, property surveys, and similar final record information.
 6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.

7. Submit test records.
8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.

1.4 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
 1. Submit a final Application for Payment according to Division 1 Section "Payment Procedures."
 2. Submit certified copy of Substantial Completion inspection list of items to be completed or corrected (punch list). The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
- B. Final Procedures: JAXPORT will commission an independent final underwater inspection to verify the project is substantially complete. The following final procedures shall apply:
 1. Findings from the independent inspection shall be reported to the Contractor highlighting any incomplete repairs and describing actions to complete the work.
 2. The Contractor shall promptly complete the work and report its activities to JAXPORT. The work shall be completed within 30 days of receiving the inspection report. No change orders will be awarded for correcting the work.

1.5 WARRANTIES

- A. Submittal Time: Submit written warranties on request of for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that have been occupied or used by Owner during construction period by separate agreement with Contractor.
- C. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
 1. Provide warranties electronically and signed with a digitally certified signature.
 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.

PART 2 - PRODUCTS

A. NOT USED

PART 3 - EXECUTION

A. NOT USED

END OF SECTION 01 77 00

SECTION 01 78 39 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

2.1 SUMMARY

- A. This Section includes administrative and procedural requirements for Project Record Documents.
- B. Purpose of Project record documents is to document factual information regarding aspects of Work, both concealed and visible, to enable future modification of Work to proceed without lengthy and expensive site measurement, investigation, and examination.

2.2 SUBMITTALS

- A. Quality Control Submittal: Written procedures for maintaining and markup of record documents.

2.3 QUALITY ASSURANCE

- A. Furnish qualified and experienced person, whose duty and responsibility shall be to maintain or oversee the maintenance of record documents.
- B. Accuracy of Records: Coordinate changes within record documents, making legible and accurate entries on each page of Specifications and each sheet of As-Built Drawings and other documents where such entry is required to show change.
- C. Make entries within 24 hours after receipt of information that a change in Work has occurred.
- D. Prior to submitting each request for progress payment, request Owner's review and approval of current status of record documents. Failure to properly maintain, update, and submit record documents may result in withholding of the whole or any part of the Contractor's Application for Payment, either progress or final.

PART 2 - PRODUCTS

2.1 AS-BUILT DRAWINGS

- A. Record Drawings: Maintain electronic files of the Contract Drawings and Shop Drawings to produce As-Built Drawings in AutoCAD. Deliver the Drawings in both AutoCAD and PDF formats.
 - 1. Preparation: Mark Record Drawings to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record

data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Drawings.

- a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
- b. Accurately record information using an industry recognized drawing quality assurance and quality control protocol.
- c. Record data as soon as possible after receipt. Record and check the markup before enclosing concealed installations.

2. Content: Types of items requiring markup include, but are not limited to, the following:

- a. Dimensional changes to Contract Drawings.
- b. Revisions to details shown on Contract Drawings.
- c. Revisions to tabulated data shown on Contract Drawings.
- d. Revisions to existing structures or utilities.
- e. Changes made by Change Order or Contractor's Request for Information (RFI).
- f. Details not on the original Contract Drawings.
- g. Field records for variable and concealed conditions.
- h. Record information on the Work that is shown only schematically on the Contract Drawings (incorporation of Shop Drawings into Record Drawings may be an acceptable method).

B. Newly Prepared Record Drawings: Prepare new Record Drawings by accurately collating Contract Drawings, Shop Drawings, RFIs and any other variations to the Contract Documents. Do not submit Contract Drawings as As-Built Drawings. If Owner determines that neither the original Contract Drawings nor Shop Drawings are suitable to show actual installation then final payment will be withheld until an accurate record is received.

1. New Record Drawings may be required when a Change Order is issued as a result of accepting an alternate, substitution, or other modification.
2. Consult Owner for proper scale and scope of detailing and notations required to record the actual physical installation and its relation to other construction. Integrate newly prepared Record Drawings into Record Drawing sets; comply with procedures for formatting, organizing, copying, binding, and submitting.

C. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWINGS" in a prominent location.

1. Record Drawings: Organize newly prepared Record Drawings into manageable sets certified as accurate by the Contractor. Include identification on cover sheets.
2. Identification: As follows:
 - a. Project name.
 - b. Date.
 - c. Designation "PROJECT RECORD DRAWINGS."
 - d. Name of Contractor.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

- A. Promptly following Notice to Proceed, secure from Owner at no cost to Contractor, one complete set of Contract Documents (including FULL SIZE Record Drawings) as an electronic set.
- B. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes.
 - 1. Record information concurrently with construction progress and within 24 hours after receipt of information that change has occurred. Do not wait until the end of Project.
 - 2. Do not cover or conceal Work until required information is recorded.
 - 3. Using pdf software such as Adobe or Bluebeam, clearly describe change by graphic line and note as required.
 - a. Color Coding:
 - 1) Green when showing information deleted from Contract Drawings.
 - 2) Red when showing information added to Contract Drawings.
 - 3) Blue and circled in blue to show notes.
 - 4. Date entries.
 - 5. Call attention to entry by “cloud” drawn around area or areas affected.
 - 6. Legibly mark to record actual changes made during construction, including, but not limited to:
 - a. Depths of various elements of foundation in relation to finished Project datum if not shown or where depth differs from that shown.
 - b. Horizontal and vertical locations of existing and new Underground Facilities and appurtenances, and other underground structures, equipment, or Work. Reference to at least two measurements to permanent surface improvements.
 - c. Location of internal utilities and appurtenances concealed in the construction referenced to visible and accessible features of the structure.
 - d. Locate existing facilities, piping, equipment, and items critical to the interface between existing physical conditions or construction and new construction.
 - e. Changes made by Addenda and Field Orders, Change Order, and Owner’s written interpretation and clarification using consistent symbols for each and showing appropriate document tracking number.
 - 7. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
 - 8. Mark important additional information that was either shown schematically or omitted from original Contract Drawings.
 - 9. Note RFI number, Change Order number, and similar identification of the source of any changes, where applicable.
 - 10. Dimensions on Schematic Layouts: Show on Record Drawings, by dimension, the centerline of each run of items such as those generated from items described in previous subparagraph above.
 - a. Clearly identify the item by accurate note such as ‘cast iron drain,” “galv. water,” and the like.
 - b. Show, by symbol or note, vertical location of item (“under slab,” “in ceiling plenum,” “exposed,” and the like).

- c. Make identification descriptive so that it may be related reliably to Specifications.
- 11. Specifications: Legibly mark and record for each product the description of actual product installed if differs from that specified, including:
 - a. Manufacturer, trade name, and catalog model number of each product and item of equipment actually installed.
- C. Maintenance of Record Documents and Samples: Provide accessible Record Documents and Samples in the field office and keep them separate from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss if hard copies are kept. Electronic documents shall be backed up by the Contractor and accessible to the Owner if requested for audit or otherwise. Provide access to Project Record Documents for Owner's reference during normal working hours.

END OF SECTION 01 78 39

SECTION 03 01 40 – Prestressed Concrete Pile Repairs

PART 1 - GENERAL

1.1 DESCRIPTION

- A. This Section includes providing all labor, materials, and equipment necessary to complete pile repairs as well as design, install, test and commission of the sacrificial anode pile jacket systems and external bulk anodes comprising a cathodic protection system (CPS). The CPS will consist of:
 - 1. Galvanic Anodes embedded in pile jacket as well as bulk anodes attached to pile
 - 2. Cementitious pile encasement
 - 3. Bulk anode attachment hardware and wiring allowing for future testing
 - 4. Removable or inert stay in place formwork.
- B. Work includes supplying the cementitious jacket and the cathodic protection materials and their installation to provide a complete, functioning underwater cathodic protection system (CPS) for the prestressed concrete piles. Description of the work is as follows:
 - 1. Design of the jacket system and the CPS.
 - 2. Preparation of pile surface including pile cleaning.
 - 3. Preparation of exposed steel including prestressing strand and mild reinforcing.
 - 4. Addition of supplemental reinforcing as required by Drawings.
 - 5. Welding of anode wires to reinforcing as required. Welding may be underwater.
 - 6. Testing of CPS prior to placement of grout
 - 7. Installation of cementitious jacket
 - 8. Clean up and disposal
 - 9. Commissioning

1.2 REFERENCES

- A. The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.
 - 1. AMERICAN CONCRETE INSTITUTE
 - 222 Corrosion of Metals in Concrete
 - 318 Building Code Requirements for Concrete (Latest Edition)
 - 347R Guide to Formwork of Concrete
 - 2. AMERICAN WELDING SOCIETY
 - D1.1 Structural Welding Code - Steel
 - D1.4 Structural Welding Code - Reinforcing Steel

3. AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)
 - A 36 Carbon Structural Steel
 - B 3 Soft or Annealed Copper Wire
 - B 8 Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard, or Soft
 - D 1248 Polyethylene Plastics Extrusion Materials for Wire and Cable
 - A615 Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement
 - A706 Specification for Low-Alloy Steel Deformed Bars for Concrete Reinforcement
 - C31 Standard Practice for Making and Curing Concrete Test Specimens in the Field
 - C39 Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens
 - C109 Standard Test Method for Compressive Strength of Hydraulic Cement Mortars (Using 2-in. or [50-mm] Cube Specimens)
4. NATIONAL ASSOCIATION OF CORROSION ENGINEERS (NACE)
 - RP0169-96 Control of External Corrosion on Underground or Submerged Metallic Piping Systems
 - RP0387 Metallurgical and Inspection Requirements for Cast Sacrificial Anodes for Offshore Applications
 - TM0190-90 Test Method for Laboratory Testing of Aluminum Anodes
5. MILITARY SPECIFICATIONS
 - MIL-A-24779 Anodes, Sacrificial Aluminum Alloy
6. NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA)
 - TC 14A - B Filament-Wound Reinforced Thermosetting Resin Conduit and Fittings
7. UNDERWRITERS LABORATORIES (UL)
 - UL 44 Rubber Insulated Wires and Cables
 - UL 83 Thermoplastic Insulated Wires and Cables
 - UL 467 Grounding and Bonding Equipment
 - UL 486 A Wire Connectors and Soldering Lugs for Use with Copper Conductors

1.3 SUBMITTALS

- A. Submit the following in accordance with the requirements of Section 01 33 00 – Submittal Procedures.
 1. Jacket and CPS Design including calculations and details
 2. General Repair Requirements and proposed repair methodology.
 3. Project Record Documents.
 4. Qualifications.

5. Anode data, including dimensional drawings, chemical composition, performance data and factory test reports.
6. Protective coatings and adhesives.
7. Conduit.
8. Cable and wire.
9. Exothermic weld kit.
10. Test anode lead wire connection type and materials used.
11. Insulating flange.
12. Potential survey test reports.
13. Operation and maintenance manual.

1.4 PROJECT RECORD DOCUMENTS

- A. Cathodic Protection System - Operation and Maintenance Manuals: Submit operation and maintenance manual including all as-built drawings, specifications, test reports, approved submittals and manufacturer's maintenance and operation literature.

1.5 QUALIFICATIONS

- A. Service of Corrosion Engineer: The Contractor shall obtain the services of a Corrosion Engineer to design, supervise, inspect and test the installation of the cathodic protection system. Corrosion Engineer refers to a registered professional engineer with certification, licensing or other documented education or experience in the field of cathodic protection for marine structures. Minimum documented experience shall be five years specifically in this field. Alternately, the services of a person accredited or certified by the NACE International at the level of Corrosion Specialist or Cathodic Protection Specialist shall be obtained with a minimum of five years of documented experience in the field of cathodic protection for marine structures. The Contractor shall submit evidence of the qualifications of corrosion engineer to the Engineer for review and approval prior to the commencement of work.

1.6 QUANTITIES

- A. The contractor shall submit the planned type of jacket and CPS for each pile to be repaired as well as the quantity (length) of jacket after pile cleaning and preparation but prior to the installation.

1.7 DELIVERY, STORAGE AND HANDLING

- A. Only acceptable materials will be permitted on-site. Deliver products to site with each jacket and CPS identified and complete with factory documentation.
- B. The jackets and CPS will not be approved by the Engineer unless all quality control documents/certificates have been submitted to the Engineer in an orderly manner prior to delivery, in full accordance with the Specifications.
- C. Store products in a dry location as approved by the Engineer and protect products from physical or corrosive damage or vandalism.

1.8 REFERENCE REPORTS

- A. Perform repairs indicated on the Contract Drawings. The indicated repairs are based on deficiencies found during the facilities inspections referenced by SECTION 01 11 00 SUMMARY OF WORK.
- B. The dimensions of the defects found on the Contract Drawings were measured during the referenced inspection. Contractor shall verify the extent of repairs required and make an estimate of quantities for this contract. Provide immediate notification if estimated quantities exceed the bid quantities provided in the Contract Bid Form. Authorization by Owner is required prior to exceeding the bid form quantity. Payment shall be based on installed quantities, for authorized work.
- C. Repairs shall be performed for those defects indicated in the Contract Drawings as well as for defects that have occurred since this time, subject to limiting quantities and authorization by Owner.
- D. Repairs of the additional defects in the areas not identified during inspection shall be authorized by the Owner prior to the work being performed.

PART 2 - PRODUCTS

2.1 JACKETS AND CPS:

- A. The jacket and CPS shall consist of embedded zinc anodes cast into a cementitious repair surrounding the pile as formed by an inert jacket formwork.
- B. There shall be a supplemental bulk anode as shown in the drawings. This bulk anode shall be installed at each pile receiving the structural jacket repair.
- C. Supply of Anodes: Anode manufacturer shall have an approved quality assurance system in effect and shall document the anode manufacturing and testing process in accordance with NACE RP0387. Each anode shall be marked and identified by the manufacturer's name, type of anode, and heat and sequence number. All anodes shall be marked (stamped) with heat/charge numbers and anode code (type of material). Anodes shall be packaged in the manufacturer's plant in a package suitable both for lifting and transfer using a forklift, marine transportation, and long-term storage onsite.
- D. Factory Tests: Factory tests and inspections shall be conducted as specified herein. The results of the tests and inspections shall be recorded and a certificate of conformity prepared certifying that the anodes comply in all respects to the specifications. The anodes will not be approved by the Engineer unless all quality control documents/certificates were submitted to the Engineer in an orderly manner prior to shipment. As a minimum, the following tests shall be performed;
 - a. Visual inspection of cracks, surface irregularities and straightness – 100% of total quantity according to the following criteria.
 - 1) NACE RP0387 for shrinkage, surface contamination, straightness, transverse and longitudinal cracks

- b. Random chemical analysis by spectrograph: Samples of each heat shall be taken for chemical analysis.
- c. Weight test – 10% random selected of total quantity according to the following criteria.
 - 1) Anode weight tolerance (each) - $\pm 3\%$
 - 2) The total contract weight shall not be below the nominal contract weight.
- d. Dimensional inspection – 10% of total quantity according to the following criteria.
 - 1) Anode mean length - $\pm 3\%$
 - 2) Anode mean width - $\pm 5\%$
 - 3) Anode mean depth - $\pm 10\%$
- e. Samples of each heat will be taken for tests of anode material current capacity, closed-circuit potential and efficiency; NACE RP0387 and NACE TM0190

2.2 ANODE CORE, WHERE INDICATED ON CONTRACT DRAWINGS

- A. Steel material in accordance with ASTM A 36.
- B. Steel strap with dimensions as detailed on the Contract Drawings. Where steel strap is butt welded, perform in accordance with ASME B16.25.
- C. Surface preparation in accordance with MIL-A-24779.

2.3 TEST ANODE LEAD WIRES, WHERE INDICATED ON MANUFACTURER DRAWINGS

- A. Field installed ASTM D 1248, Type HMWPE (High Molecular Weight Polyethylene), stranded copper conductors not less than No. 6 AWG of sufficient length to extend to the accompanying junction box, where they shall be spliced to No. 8 AWG flexible cable to the test station. Silver solder, braze or exothermic weld the lead wire to the protruding anode core (strap), and completely seal the connection with an epoxy dielectric material. Dielectric material shall extend past the connection and cover the lead wire insulation by not less than 2 inches. Cover the wire termination with heat shrinkable tubing to form a soft strain point as indicated.

2.4 PROTECTIVE COATING

- A. All appurtenances, mounting straps and certain specified parts of the anode shall be coated with a durable, marine grade epoxy polyamide compound as indicated on the Contract Drawings.
- B. Care shall be exercised to leave strap contact areas within the anode and points of contact with the piling uncoated.

2.5 CONDUIT

- A. NEMA TC 14A and 14B, Type Extra Heavy Wall Fiberglass-Epoxy (0.25" min. wall thickness). Joints at conduit ends and at fittings shall be made with a marine epoxy adhesive formulated to be applied and cured underwater.

2.6 CABLE AND WIRE

- A. ASTM D 1248, Type HMWPE (High Molecular Weight Polyethylene), solid or stranded copper conductor as indicated, color coded and sized (based on AWG). Copper wires shall conform to ASTM B 3 and ASTM B 8. Lead wires terminating at a junction box or test station shall have a cable identification tag. See above for “Test Anode lead wires”.

2.7 WIRE IDENTIFICATION TAGS

- A. Laminated plastic material in the form of tags or sleeves with black letters on a yellow background or stainless steel material with engraved letters. Print letters and numbers a minimum of 3/16 inch in size. Provide identifier legend in accordance with the drawings.

2.8 WIRE CONNECTORS

- A. UL 486A. Solderless copper lugs
- B. UL467 Bonding Wire Compression Connectors

2.9 EXOTHERMIC WELD KITS

- A. Exothermic weld kits specifically designed by the manufacturer for welding the types of materials and shapes provided.

2.10 INSULATING FLANGE SETS

- A. Provide full-faced gaskets, insulating sleeves and washers, and steel washers. Provide insulating flange sets rated for operation at a pressure of 125 psi. Insulating washers to be placed on the sheet-pile side of the flange thus making the anode side of the bolts electrically continuous with the anode.
- B. Steel Flanges, ASME B16.5, 125 lb.

2.11 CONCRETE PILE REPAIRS MATERIALS

- A. Repair mortars, repair concrete, and ancillary materials shall be determined by the Contractor, The Contractor shall demonstrate by third-party accelerated testing and/or historical evidence that the proposed repair materials will perform under expected site conditions for the minimum period referenced in section 1.1 of this Specification.
- B. All repair mortars, concrete, and bonding agents shall be non-shrink Portland cement-based materials and shall be compatible with the integrated CPS system. The mixes shall provide the electrical conductivity required for the successful operation of the CPS system and be deemed suitable by the CPS system manufacturer.
- C. Minimum compressive strength shall be 4,000 psi at 28 days as determined by ASTM C39.

- D. Maximum coarse aggregate size shall be 3/8 inch.

2.12 REINFORCING STEEL (ADDITIONS FOR STRUCTURAL JACKETS)

- A. Reinforcing steel shall be deformed bars conforming to ASTM A615, Grade 60.
- B. Welded reinforcement, if elected to be utilized by the CONTRACTOR, shall conform to ASTM A706, Grade 60.
- C. Welding rods: E90XX for Grade 60 reinforcing, E80XX for Grade 50, and E70XX for Grade 40.

2.13 EPOXY ADHESIVE

- A. Epoxy adhesive shall be a high-strength adhesive of the following type, or approved equivalent for threaded rod anchorage to concrete:
- B. Hilti HIT-RE 500 V3 Epoxy Adhesive Anchoring System
- C. Simpson Strong-Tie® SET-3G™ High-Strength Epoxy Adhesive

PART 3 - EXECUTION

3.1 JACKET AND CPS DESIGN

- A. A minimum design life of 25 years is required.
- B. The CPS system shall be designed to arrest and prevent corrosion of the pile's embedded reinforcing steel/prestressing steel, and added reinforcing steel for structural jacket repairs. The design procedures shall consider the requirements of NACE documents RP-0187, RP-03900, and RP-B401. The Contractor shall demonstrate through design calculations and/or historical evidence, that the proposed anode mass and shape will meet or exceed the required design life based on the following cathode current density criteria:
 - 1. A cathode (steel) design current density of 2mA/sq meter (0.19 mA/sq foot) of steel shall be used to calculate the current demand for all concrete embedded reinforcing steel/prestressing steel located within the splash / atmospheric zone areas.
 - 2. A cathode (steel) design current density of 0.5mA/sq meter (0.046 mA/sq foot) of steel, shall be used to calculate the current demand for all concrete embedded reinforcing steel/prestressing steel located in fully immersed sections (i.e. levels below MLLW).
- C. The Contractor shall engage the services of one of the manufacturers listed herein:
 - 1. Structural Technologies (subsidiary of Structural Group, Inc.)
2001 Blount Road
Pompano Beach, Florida 33069 Tel: (954) 283-3782

2. Vector Corrosion Technologies, Inc.
13312 N 56th Street, Suite 102 Tampa, FL 33617
Tel: (813) 830-7566

3.2 CONCRETE SURFACE PREPARATION

- A. Contractor shall clean and remove all marine growth on all four sides of the pile for the length of the pile repair plus an additional 2 feet above and below the repair limits indicated in the Contract Drawings.
- B. Concrete removal method(s) should be effective, safe, economical, and minimize damage to the concrete left in place. The Contractor shall protect concrete surfaces beyond limits of surface receiving repairs against spillage or damage.
- C. The concrete removal method chosen by the Contractor shall be approved by the Engineer and Owner and be evaluated and monitored by visual inspection and by sounding to limit damage to the concrete and reinforcing steel/prestressing steel that remains.
- D. Exercise care in removing deteriorated concrete to prevent damage to the adjacent sound components. In case of damage inflicted to adjacent sound components, the Contractor shall restore the damaged components to their original condition at Contractor's sole expense to the satisfaction of the Engineer and the Owner.
- E. The deteriorated concrete boundary shall be marked off using straight lines and extend a minimum of 2 in. and a maximum of 4 in. beyond the perimeter of the defect. Deteriorated concrete to be removed includes but is not limited to spalled, loose and delaminated concrete, efflorescence, rust stained, and incrustation on concrete surfaces.
- F. Concrete areas removed shall be rectangular in shape with the repair boundary sawcut and normal to the surface. The area should have 90 degree corners with sides parallel or normal to the direction of the reinforcing steel. The depth of the cut shall be a minimum of ½ in. made with a diamond saw blade, however care should be taken to avoid damage to the underlying reinforcing steel/prestressing steel. Featheredging is not allowed. When diamond cutting is impractical, or in situations where the diamond saw could cut into the reinforcing steel, the boundary edge should be formed by means of chipping tools.
- G. Remove all concrete from within the cut perimeter to a near uniform depth, and sound the remaining concrete within the repair for weaknesses and perform removal as needed. If reinforcing steel/prestressing steel are exposed beneath the deteriorated concrete, the depth of repair should extend a minimum of 1 in. beyond the steel or ¼ in. larger than the largest aggregate in the repair material, whichever is greater. The Contractor shall not pry up or displace reinforcing steel/prestressing steel to accomplish this clearance.
- H. Concrete removal should begin at the interior of the repair area and progress toward the boundaries and be performed by means of chipping tools. The following guidelines shall be used for all pneumatic or mechanical chipping tools:
 1. Pneumatic hammers heavier than nominal 20-pound class shall not be used.

2. Removal should be performed using 20-pound hammers for the interior and 15-pound or 10-pound hammers around reinforcing steel and near boundary edges.
 3. Pneumatic hammers or mechanical chipping tools shall be hand held and operated at an angle not to exceed 45 degrees relative to the surface of the area being repaired.
- I. All concrete surfaces to be repaired shall be cleaned of dirt, dust, laitance and other contaminants by abrasive blasting and air blasting to yield a dry and sound concrete surface. Such work shall be performed within the same work period that the installation of the concrete spall repair material takes place.
- J. After the completion of the full sequence of surface preparation procedures, the repair location shall be inspected and approved by the Contractor's NACE-certified Cathodic Protection Technician (CP2) prior to the placement of the CPS system. The Owner, at its option, may perform verification inspections at any time, and the performance of such inspection shall be accommodated and facilitated by the Contractor.
1. Any condition which may interfere with the execution of the work in accordance with the Specifications shall be reported to the Owner.
 2. Provide a minimum of 24 hours' notice to the Owner that the surface preparations for the repair are complete, including all welding, and ready for concreting.

3.3 REINFORCING STEEL/PRESTRESSING STEEL CLEANING

- A. The Contractor shall not use power tools to remove concrete adhered to exposed reinforcing steel/prestressing steel. Removal of concrete, rust and/or corrosion adhered to exposed reinforcing steel/prestressing steel shall be performed by abrasive blasting to a SSPC-SP10/NACE No. 2 near-white blast-cleaning surface preparation. Concrete removal shall extend along the bars to locations along the bar, free of bond inhibiting corrosion, and where the bar is well bonded to the surrounding concrete.
- B. Reinforcing steel/prestressing steel must be further exposed if the remaining concrete is debonded from the steel. Concrete removal along reinforcing steel shall continue until the ends are free from loose corrosion byproducts along a length equal to a minimum of 10 times the bar size, or until the reinforcing steel is free of bond inhibiting corrosion and where the bar is well bonded to the surrounding concrete, whichever is greater.
- C. All exposed reinforcing steel/prestressing steel, whether replaced or re-used, shall be cleaned of corrosion products to a level of cleaning corresponding to SSPC-SP10/NACE No. 2 near-white blast-cleaning surface preparation.
- D. Areas of significant reinforcing steel corrosion may be first cleaned using other means, providing that:
1. The final cleaning meets the provisions of SP10/NACE No. 2.
 2. Such cleaning does not constitute damage inflicted to the structure.
 3. After cleaning, Contractor shall measure the remaining diameter of the reinforcing steel/prestressing steel using a caliper.
 - a. The cross-sectional area shall be based on the bar diameter using the lowest value of three measurements taken along the length of the corroded bar.

- b. The locations for measurement shall be at the areas which exhibit the most extensive loss of section.
- c. Submit measurement results to the Engineer and the Owner, who will determine the area loss and need, extent, and method of providing additional reinforcing steel (structural jacket) at the location, if any. The Contractor shall not damage or debond reinforcing steel, or shatter concrete beyond the area to be repaired.

3.4 REINFORCING STEEL ADDITION (STRUCTURAL JACKETS)

- A. The tabulated data presented in the Contract Drawings provides an initial estimate of the number of, and length of piles that require reinforcing steel additions (i.e. structural jackets). Final determination of the type of pile jacket (non-structural or structural) shall be made after cleaning the reinforcing steel/prestressing steel and determinate the relative percentage of section loss as detailed in section 3.3 of this Specification. Where modification of the pile jacket type is required, payment shall be adjusted in accordance with section 4.1 of this Specification.
 - 1. Piles that exhibit corroded reinforcing steel (including spiral ties), which exhibit 25% loss of cross sectional area, or more after cleaning, shall be repaired with a structural jacket.
 - 2. Piles that exhibit corroded prestressing steel, which exhibit 15% loss of cross sectional area, or more after cleaning, shall be repaired with a structural jacket.
 - 3. Piles that exhibit less corrosion that identified in items 1 and 2 above, shall be repaired with a non-structural jacket unless otherwise specified as a structural jacket repair in the Contract Drawings.
- B. All reinforcing steel shall be placed in accordance with the details shown on the Contract Drawings. New reinforcing steel shall be placed in a manner which will allow unobstructed placement of the concrete repair material.
- C. Corroded reinforcing steel bars shall not be cut. New reinforcing steel must be bonded to existing reinforcing steel (typically spiral tie steel within the prestressed piles) with tack welds

for electrical continuity. Ends of tie wires shall extend toward the interior concrete section and shall not protrude into the bar concrete cover.

3.5 REINFORCING STEEL WELDING

- A. All reinforcing steel which is added to the repair sites (inside structural jackets) shall be bonded to the existing reinforcing steel (typically spiral tie steel within the prestressed piles) by spot welding in order to form an electrically continuous structure. Spot welding is to be used for electrical continuity only and may not be used for structural support of bars. Where spot welding is used for electrical continuity, structural testing of welds is not required.
- B. The Contractor shall prepare all welded connections for visual inspection by the third-party Independent Testing Laboratory or by the Contractor's NACE-certified Cathodic Protection Technician (CP2). Inspect and test welds for compliance with AWS D1.4.
- C. Defective welding shall be removed or repaired as directed by the Engineer. The Contractor shall correct defective welds at no additional cost to Owner.
- D. The Contractor shall not cover up welds until after the Independent Testing Laboratory or the Contractor's NACE-certified Cathodic Protection Technician (CP2) has arranged for inspection and Owner has provided approval.

3.6 CPS SYSTEM INSTALLATION AND TESTING (BY CONTRACTOR)

- A. Anodes shall be located as specified herein:
 - 1. Embedded (jacketed) anodes shall be fitted to all piles within the splash / atmospheric zone from a minimum of 3 feet below MLW to the upper elevations indicated.
 - 2. Cast aluminum or zinc bulk anodes shall be fitted to all jacketed piles. Bulk anodes shall be located within the submerged zone.
- B. Electrical continuity of the reinforcing steel (cathode) shall be achieved by manual metal arc spot welding on site as described in section 3.5 of this Specification.
- C. All connections to the structure and anodes are to have built-in 100% redundancy using redundant wires. Two independent sets of wires and connections shall be used for connecting to these elements to ensure continuous operation of the system should one set of wires fail.
- D. All wires shall terminate in a dedicated test junction box for each pile. All wires shall be routed within the encasement formwork and be embedded in the cementitious grout.
- E. Each pile shall be provided with a dedicated test junction box for the termination of all wires and for testing. Junction boxes shall be located above the top of jacket and shall be provided with a suitable means of temporarily disconnecting the anode and cathode to enable measurements of performance data. In cases where the top of the pile is near or below the MHW line, the junction box shall be positioned to be a minimum of 12 inches above MHW. This may require the junction box to be mounted on the concrete pile cap above the pile.
- F. Any one of the following minimum tests shall be performed for each separate pile prior to

the pouring of the repair concrete. Instant off steel/concrete potential shall be no more negative than $-1,100$ mV with respect to Ag/AgCl/0.5M KCl for any environment.

1. An instant off potential (measured between 0.1s and 1s after breaking the anode to cathode bond) more negative than -720 mV with respect to Ag/AgCl/0.5M KCl.
2. A potential decay over a maximum of 24h of at least 100mV from instant off.
3. A potential decay over an extended period (typically 24h or longer) of at least 150mV from the instant off subject to a continuing potential decay.

G. Anode Isolation

1. Electrical isolation between the anode and reinforcement and/or anode and the steel piles shall be ensured by onsite testing prior to jacket encapsulation to enable accurate system monitoring and overvoltage control.
2. Continuity of new and existing reinforcing steel/prestressing steel shall be tested. The electrical continuity between reinforcing steel, or test connections shall be tested by a direct current (DC) potential difference measurement technique.
3. The acceptance criteria for such testing shall be stable values of a potential difference less than 1 mV.
4. Continuity testing of all wires and connections as measured between both the structure and anodes and the test terminals.
5. Testing for short circuits between structure and anodes.

3.7 REPAIR CONCRETE PLACEMENT AND MATERIAL TESTING

- A. Contractor shall place the repair concrete by form-and-pump techniques, using the pile jacket as a stay-in-place form. The Contractor shall design the bottom of the form in accordance with ACI 347R and the requirements of the Contract Drawings.
- B. Concrete repair materials shall be pumped through ports that are integrated with the pile jacket, or installed by tremie pour methods. Where multiple ports are required, the Contractor shall start placement at the bottom port and move to the next port after the concrete has risen to the level of the next port.
- C. Contractor shall remove all temporary formwork only after concrete has cured for a minimum of 3 days from the end of concrete placement.
- D. Concrete repair material sampling and testing shall be conducted by the Contractor's Independent Testing Laboratory and shall conform to the requirements of SECTION 01 45 29 TESTING LABORATORY SERVICES.
- E. Contractor's Independent Testing Laboratory shall sample concrete repair materials in accordance with ASTM C31 or ASTM C109 and perform laboratory compressive strength tests in accordance with ASTM C39 or ASTM C109. A minimum of one set of samples shall be prepared and tested for each day of repair concrete placement.

3.8 CLEAN-UP AND DISPOSAL

- A. Contractor shall remove any repair material deposited on the outside of the pile jackets. All loose concrete, corroded reinforcing steel/prestressing steel, and other loose items that have been removed during repair and clean-up operations shall become the property of the

Contractor and shall be properly disposed of off-site in a manner which complies with all applicable laws and regulations.

- B. Leave finished work and work area in a neat, clean condition without spillages onto adjacent areas or into the water. Repair materials and equipment may not be left at the jobsite when work is not being performed without prior approval by the Owner.
- C. Procedures for clean up or removal of excess repair material shall be per manufacturer's written instructions.

3.9 CPS COMMISSIONING AND REPORTING (BY CONTRACTOR)

- A. Electrical Commissioning shall be undertaken a minimum of 30 days after the placing of the cementitious grout and after approval of all installation testing data by the Owner and Engineer.
- B. Native (Natural) Potentials
 - 1. Prior to connecting any of the anodes to cathode connection at the test junction boxes, the steel/concrete/reference and anode/concrete/reference potentials shall be recorded using a handheld digital volt meter which will have a minimum input impedance of 1,000 MOhm. Readings shall be carried out at MHW and MLW and shall be recorded as the natural (native) potentials.
- C. Energization
 - 1. Following measurement of the native potentials, the anode to cathode connection at the test junction boxes shall be closed to energize the CPS system. Immediately after energization the following value shall be recorded at each pile location:
 - a. Using an ammeter, measure the current flow between the anodes and the piles.
 - b. Where reference electrodes are installed, a measurement of the potential shall be taken to ensure the steel is being made more negative.
- D. Following energization, the Contractor is required to conduct 2 performance verifications, one after six months of operation and another after 12 months. A Performance Verification check shall consist of the following:
 - 1. As found anode to structure currents and reference cell potential measurements.
 - 2. De-polarization testing: the cathodic protection shall be switched OFF by opening the anode to cathode connection at the test junction box and the reference cell potentials measured during a de-polarization period of 25 hours which may be extended to 72 hours or longer depending upon the rate and extent of depolarization.
 - 3. The following minimum steel /concrete /potential measurement interval shall be recorded during the 25 hour de-polarization period 0.5h, 1h, 2h, 3h, 4h, 23h, 24h and 25h.
 - 4. The anode to cathodic connection shall be closed and the current and potential values re- measured to demonstrate that all circuits are re-energized after the potential decay measurements.

- E. A system review of performance verification data including a full visual inspection of the entire cathodic protection system shall be carried out after 12 months and shall include:
 - 1. The integrity and functioning of the anode jacket systems
 - 2. A visual inspection of the structural elements noting the occurrence, location and extent of any physical damage, deterioration or changes, e.g. cracking, leakage or deposition, alterations or additional works etc.
 - 3. Review of operating data and recommendations
- F. Following the system review and site inspection, the Contractor shall produce and submit within 28 days a documented report of all performance verifications and visual inspection to the Owner's Representative and the Engineer of Record for review.
- G. Installation and Commissioning Report
 - 1. Following the one month post commissioning operation and the performance verification, the Contractor will produce and submit to the Owner and the Engineer of Record within 28 days two copies of the Installation and Commissioning report.
 - 2. The report shall include and describe within one volume in detail at least the following information such as location, narrative description, as-built drawings, manufacturer's data sheets and serial numbers, circuit diagrams, test results, test certificates, calibration data.
 - 3. The above document shall include the following minimum information and layout:
 - a. SECTION A - Design and Installation
 - 1) Design package
 - 2) Materials and material test data
 - 3) Installation, post installation and pre commissioning test documentation.
 - 4) As built drawings showing:
 - a) Equipment locations
 - b) Wire management schematic
 - c) Wire identification diagram
 - d) Dates and duration of the work with a narrative and photographic account, an account of any installation problems and method of overcoming them
 - b. SECTION B - Commissioning
 - 1) Descriptive account of the procedure;
 - 2) Results of calibration and verification tests and procedures;
 - 3) As Found condition before polarization
 - 4) Performance Verification
 - 5) Adjustments following initial Performance Verification
 - 6) Interaction testing results

H. Operation and Maintenance Manual

1. This manual shall be a complete comprehensive reference manual with all the information necessary within one volume to enable Owner personnel to operate and test the system.
2. It shall include and describe in detail with diagrams, drawings, circuit diagrams, manufacturer's data sheets, performance result sheets, procedures, etc. with at least the following:

a. SECTION A - Operation

- 1) A narrative description of the system, what it does, how it works and when it was installed;
- 2) System monitoring - recommended testing program and how to complete standard performance test results sheets, what records to keep.

b. SECTION B - Maintenance

- 1) Technical details of all equipment installed.
- 2) Guide to routine maintenance operations including a step-by-step fault finding, diagnosis, rectification guide and schematic wiring diagrams.
- 3) Manufacturer's details and spares stock lists.
- 4) Anode maintenance requirements, guide to localized repair.

3.2 ONE YEAR WARRANTY PERIOD TESTING

The Contractor shall inspect and test, the cathodic protection system after one year to ensure its continued conformance with the inspections outlined above. The performance period for the tests of the cathodic protection system shall commence after installation is complete and at the time of the Protected Structure Potential Survey with preliminary acceptance by the Engineer. The period shall be completed one year later with the Final Potential Survey. Copies of test data certified by the Contractor's corrosion engineer shall be forwarded to the Engineer.

PART 4 - MEASUREMENT AND PAYMENT

4.1 MEASUREMENT

- A. Measurement for the basis of payment shall be based on field measured length of the installed pile jackets for the unit measurement basis defined in the bid form. If, in the opinion of the Owner or Engineer, an excessive amount of concrete is removed to expose deteriorated reinforcing steel/prestressing steel causing unnecessary exposure of sound reinforcing, the Contractor shall solely bear the cost for the extra quantity of material and labor required to repair the structure and any other associated costs such as, but not limited to, additional formwork.

1. The type of repairs (non-structural vs. structural) listed in the Contract Drawings are

- estimated based on the description provided in the engineering dive team reports.
2. All repair type modifications shall be agreed to by the Owner and Engineer in writing before execution.
- B. Measurement for the basis of payment for CPS design, commissioning and preparation of commissioning and operation and maintenance reports shall be based on a lump sum.

4.2 PAYMENT

- A. Payment for repairs indicated in the Contract Drawings shall be at the contract unit price for the applicable repair type provided, based on authorized installed quantity, and as measured in accordance with 4.1.A. No payment will be made for quantities above those provided in the bid form without prior approval by the Owner.
- B. Payment for the basis of payment for CPS design, commissioning and preparation of commissioning and operation and maintenance reports shall be based on the percentage completed and accepted by the Owner.

END OF SECTION 03 01 40

OWNER'S OPTION — BERTH 7 PILE CLEANING

The following pages are the technical specification for pile cleaning (removal of marine growth and biological fouling) to be used for the Owner's Option at Berth 7 under Contract No. C-2131.

This specification, Section 35 60 13 — Underwater Concrete Pile Cleaning, does not modify the Berth 6 specifications.

JPA Contract No. C-2131 — Talleyrand Marine Terminal, Berth 6 Pile Repairs
Jacksonville Port Authority (JAXPORT)

*This document was prepared with assistance from Agentic AI Tools and has been reviewed and approved by
Brandon Brazier*

SECTION 35 60 13 – UNDERWATER CONCRETE PILE CLEANING

PART 1 - GENERAL

1.1 DESCRIPTION

- A. This Section of the Specification defines the requirements for removal of marine and biological growth on piles where shown on the Contract Documents, as specified herein, and as needed for a complete and proper execution.
- B. Contractor shall complete the following Work, as indicated:
 - 1. Provide all labor, tools, material, and equipment.
 - 2. Furnish all submittals required by this Section of the Specification.

1.2 REFERENCES

- A. The latest edition and addenda of the following publications in effect on the date of Contract Award are part of this Specification and, where referred to by title or basic designation only, are applicable to the extent indicated by the specific reference:
 - 1. American National Standards Institute (ANSI)/ American Society of Safety Engineers (ASSE)
 - a. Construction & Demolition Standards A10
 - 2. Association of Diving Contractors International (ADCI)
 - a. International Consensus Standards for Commercial Diving and Underwater Operations – Current Edition (6.2)
 - 3. Code of Federal Regulations (CFR)
 - a. 1910 Occupational Safety and Health Standards (OSHA)
 - b. 1926 Construction Industry Regulations

1.3 SUBMITTALS

- A. Comply with pertinent provisions of SECTION 01 33 00 SUBMITTAL PROCEDURES.
- B. Schedule
 - 1. Submit a schedule indicating proposed methods and sequence of operations for mobilization, staging, and cleaning for Owner's approval prior to start of work.

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C. Underwater Cleaning Work Plan

1. Contractor shall submit for Owner's approval, an Underwater Cleaning Work Plan, prior to start of work, which includes, but is not limited to the following:
 - a. Cleaning methods
 - b. Equipment list.
 - c. Plans, sketches and details of scaffolding / staging plan
 - d. Locations of storage areas and temporary barricades.
2. Review and approval of the Underwater Cleaning Work Plan does not relieve the Contractor of responsibility or obligations of the work specified.

D. Dive Personnel

1. Contractor shall submit dive personnel qualifications satisfying current ADCI standards prior to mobilization.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 JOB CONDITIONS

- A. Examine the areas and conditions under which work of this Section will be performed. Correct all conditions detrimental to timely and proper completion of the Work or each phase thereof. Do not proceed until unsatisfactory conditions are corrected.
- B. Owner assumes no responsibility for actual conditions and extent of existing facilities and structures to be cleaned.
- C. The Contractor shall protect existing structures, equipment, piping, conduits, etc. in the work area as well as in the adjoining area, and leave the same in a safe and satisfactory condition as required by the Owner.
- D. Any damage caused to the structures, and any other items which are to remain, shall be replaced or repaired by methods acceptable to the Owner at no additional cost.
- E. Protection of Personnel and Property: The existing project facilities within the areas of operation shall be protected.
 1. Provide temporary facilities including barricades to prevent entry to work area by unauthorized persons.
 2. The necessary temporary closures, barricades, and other devices shall be provided so as to adequately protect workmen, employees, and visitors from possible injury.

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- F. Noise: Comply with governing regulations pertaining to noise levels during cleaning procedures.

3.2 REQUIREMENTS

A. General

- 1. Comply with the specified standards for details and methods as required to perform the work of this Section.

B. Regulatory and Safety Requirements

- 1. The Contractor, his employees, and subcontractors shall become familiar with and obey all governing regulations, including fire, traffic, and security regulations. All personnel employed on the project shall keep within the limits of the work (and avenues of ingress and egress), and shall not enter other areas unless required to do so, and authorization is obtained for each entry. The Contractor's equipment shall be conspicuously marked for identification.
- 2. Floating equipment shall be operated in compliance with U.S. Coast Guard Regulations and shall conform with the requirements of Navigation Rules, International-Inland. Supplemental lighting required by U.S. Coast Guard Regulations shall be provided upon request by the Owner, at no additional expense, if the Owner deems that floating equipment is inadequately lit and poses a hazard to nearby ship operations.
- 3. Temporary anchorage of marine equipment in designated Federal Anchorage area shall comply with any regulations as imposed by the U.S. Coast Guard, U.S. Army Corps, and Owner.

C. Quality Control Inspections

- 1. Periodic underwater QC inspections will be made by the Owner at approximately 20%, 60%, and 100% completion milestones.
- 2. QC inspections will verify that the piles have been cleaned adequately and per the specifications to determine the structural condition of the piles.
- 3. Contractor shall notify Owner a minimum of seven (7) days prior to above milestones so QC inspections can be coordinated.

3.3 CLEANING OPERATIONS

- A. Cleaning work shall be performed by competent workmen experienced in this kind of work, and shall be carried through to completion with due regard to the safety of the facility employees, visitors, and the employees of the Contractor and subcontractors, and with as little nuisance as possible.

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- B. Contractor shall remove 100% of marine and biological growth full height of the exposed surfaces from the mudline to the bottom of the pile cap.
- C. The maximum accepted amplitude of remaining marine growth is 1/16" over 10% of the exposed surfaces.
- D. Accepted methods of marine growth removal
 - 1. High-Pressure water blaster (maximum pressure of 4000 psi)
 - 2. Barnacle Buster
 - 3. Pressurized air bubble device
 - 4. Hand scraping
- E. The Contractor shall take all measures to control dust from being airborne as a result of the cleaning work, to the satisfaction of the Owner, Tenant, and regulatory agencies.
- F. Provide temporary shoring at excavations in accordance with the requirements of the Florida Building Code and OSHA.

PART 4 - MEASUREMENT AND PAYMENT

4.1 MEASUREMENT

- A. Measurement for Underwater Cleaning payments shall be on a per square foot basis.

4.2 PAYMENT

- A. Payment amount shall be included in the contract amount for underwater cleaning for all work described herein and in accordance with paragraph 4.1. This payment shall compensate the Contractor for all costs for labor, materials, equipment, and testing required to complete the work as specified herein and shown on the Contract Drawings.

END OF SECTION 35 60 13



DRAWINGS

FOR

TMT PILE, CAP, AND BEAM REHAB

Project No.: T2027.02

Contract No.: C-2131

TALLEYRAND MARINE TERMINAL

***DRAWINGS CAN BE ACCESSED VIA
OPENGOV ONLY**