

# INVITATION TO BID

ITB No. C-1772



## SSA Jacksonville Container Terminal Container Yard Improvements

**ITB DUE DATE: WEDNESDAY, SEPTEMBER 8, 2021**

**Sandra Platt, Sr. Contract Specialist**

[Sandra.Platt@JAXPORT.com](mailto:Sandra.Platt@JAXPORT.com)

PROCUREMENT SERVICES

2831 Talleyrand Avenue, Jacksonville, Florida 32206

[JAXPORT.com/procurement/active-solicitations](https://www.jaxport.com/procurement/active-solicitations)



**BID DOCUMENTS**

**FOR**

**SSA JACKSONVILLE CONTAINER TERMINAL  
CONTAINER YARD IMPROVEMENTS**

**Contract No.: C-1772**

**FEDERAL FUNDING**

**U.S. DEPARTMENT OF TRANSPORTATION**

**MARAD FY19 BUILD GRANT**

**AWARD NO. 693JF72040002**

**STATE OF FLORIDA, COUNTY OF DUVAL, CITY OF  
JACKSONVILLE**

# BID RELATED DOCUMENTS

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**INVITATION TO BID**  
**SSA JACKSONVILLE CONTAINER TERMINAL**  
**CONTAINER YARD IMPROVEMENTS**  
**JACKSONVILLE, FL**  
**JAXPORT PROJECT NO.: B2020-01**  
**JAXPORT CONTRACT NO.: C-1772**

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July 16, 2021

The Jacksonville Port Authority (JAXPORT, Owner, Authority) hereby requests sealed bids from responsible bidders for SSA Jacksonville Container Terminal, Container Yard Improvements.

Improvements at the JCT will include modernization of the current container terminal through demolition of certain facilities; construction of a new pavement system that enables use of top-pick or rubber-tired gantry container handling equipment; installation of additional high mast yard lighting and fire hydrants; truck gate enhancements; and provisions for gate expansion and utility system improvements. Information Technology improvements will be implemented by Tideworks Technology, Inc. (sister company to SSA) under a separate contract.

Improvements will be implemented in 7 phases scheduled over approximately three years enabling the terminal to stay in operation throughout the construction period. JAXPORT received a grant under the federal BUILD Transportation Grant Program for the JCT Project. All work must conform to the terms and conditions of the grant agreement between JAXPORT and MARAD.

The completed construction work includes, but is not limited to the following elements:

1. Grading and paving of 80 acres comprising a pavement section of 8 inches of asphalt overlying 19 inches thick limerock base.
2. Storm drainage system adjustments and improvements. Covers to manholes and catch basins will be replaced but RC Pipes are expected to remain. Some storm water pipes are to be replaced. Manholes, drainage inlets, etc. are to be adjusted as necessary to meet final grading.
3. Construction of a new out gate and wash station
4. Replacement of existing fire protection system including fire hydrants
5. Fourteen (14) new high mast light poles (HMLPs) including foundations
6. Eighty-four (84) 4-gang refrigerated container outlet assemblies
7. Electrical network to power HMLPs and new reefer outlet assemblies
8. Demolition of a road ability building and a pre-gate canopy
9. Pavement striping
10. Other miscellaneous items as described on the drawings

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**JACKSONVILLE, FL**  
**JAXPORT PROJECT NO.: B2020-01**  
**JAXPORT CONTRACT NO.: C-1772**

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Bids will be received by JAXPORT up to **2:00:00PM (EDT), September 8, 2021** at which time they shall be opened via "GoToMeeting":

**Wednesday, Sep 8, 2021 2:00 PM (EDT)**

<https://global.gotomeeting.com/join/528985349>

United States (Toll Free): 1 866 899 4679  
- One-touch: <tel:+18668994679,,528985349#>

**Access Code: 528-985-349**

A complete examination and understanding of the drawings and specifications contained in the Bid Documents is necessary in order for the Bidder to properly submit a Bid. The Bid Documents also include a detailed set of Instructions to Bidders. All Bids shall be prepared in accordance with the Instructions to Bidders. The failure to comply with any requirement contained in the Bid Documents may result in the rejection of the Bid as non-responsive or a finding that the Bidder is not qualified for this Project. All bids must be submitted in accordance with specifications and drawings for Contract No. **C-1772**.

A **MANDATORY** Pre-Bid Conference (for your bid to be considered a representative from your company must attend the meeting) will be held at **10:00AM (EDT), August 4, 2021** via "Go To Meeting" at:

**Wednesday, Aug 4, 2021 10:00 AM (EDT)**

<https://global.gotomeeting.com/join/858306677>

United States (Toll Free): 1 877 309 2073  
- One-touch: <tel:+18773092073,,858306677#>

**Access Code: 858-306-677**

This project is funded by the U.S. Department of Transportation, MARAD FY19 Build Grant, Award No. 693JF720400002. The Small and Emerging Business Participation Goal established for this project is 18%.

**PLEASE VISIT [HTTPS://WWW.JAXPORT.COM/PROCUREMENT/ACTIVE-SOLICITATIONS/](https://www.jaxport.com/procurement/active-solicitations/) OR CALL PROCUREMENT SERVICES AT (904) 357-3017, PRIOR TO THE BID OPENING TO DETERMINE IF ANY ADDENDA HAVE BEEN RELEASED ON THIS CONTRACT.**

**ATTENDANCE BY A REPRESENTATIVE OF EACH PROSPECTIVE BIDDER IS MANDATORY.**

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**JACKSONVILLE, FL**  
**JAXPORT PROJECT NO.: B2020-01**  
**JAXPORT CONTRACT NO.: C-1772**

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**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 SHALL RESULT IN REJECTION OF THE BID.**

Bid, Performance and Payment Bonds are required.

This project is funded by the U.S. Department of Transportation, MARAD FY19 Build Grant, Award No. 693JF72040002.

The Small Business Participation Goal Established for this project is 18%

JAXPORT, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.



Retta Rogers  
Manager, Procurement Services  
JAXPORT

**BID CONTENTS AND FORMAT**  
**SSA JACKSONVILLE CONTAINER TERMINAL**  
**CONTAINER YARD IMPROVEMENTS**

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Interested bidders shall prepare and electronically submit, a bid package consisting of bidder's REQUIREMENTS (a-j), signed FORM BF and any other technical information required in order to be considered for award of this project. Until further notice, JAXPORT is not accepting any bid packages submitted by Mail or Hand-Deliveries due to the current COVID-19 situation. Please visit the JAXPORT's website at [www.jaxport.com](http://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.

*As a courtesy to all Bidders, the following checklist has been created to remind Bidders of certain requirements for submitting a Bid. To reduce the chance of your Bid being rejected, please confirm that you have properly completed or complied with the following:*

1. BIDDER REQUIREMENTS FOR CONTRACT NO.: **C-1772**

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 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 Instructions to Bidders).
  - f. Form E-Verify, "Acknowledgement and Acceptance of E-Verify Compliance."
  - g. Form EB-1 "E-Builder User Agreement."
  - h. SEB Forms 1 through 4, Found in Schedule V
  - i. SEB Form 5, "Certified SEB Unavailability Certification", if required.
  - j. Form ATTEST, "Certification of Attestations."
  - k. Certification Regarding Tax Delinquency and Felony Conviction
  - l. Licenses
2. Signed FORM BF, and any technical information required to be submitted by the specifications.

**BID CONTENTS AND FORMAT**  
**SSA JACKSONVILLE CONTAINER TERMINAL - CONTAINER YARD**  
**IMPROVEMENTS**

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3. Insurance Requirements

**\*\*\*WARNING\*\*\***

***This checklist may not represent all of the information required to be submitted with each Bid. It is intended only to assist Bidders with compliance with the Instructions to Bidders and to help reduce the possibility of Bid irregularities.***

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

**Bids must be submitted prior to 2:00PM (EST), September 8, 2021. The submit button will deactivate exactly at 2:00:00 PM and you will not be permitted to submit your bid regardless of where you are in the process. Please plan accordingly.**

The PDF file name(s) should read "**C-1772**." "How to Submit Your Bid Response in E-Builder" is provided as "Attachment No. 1." Additional instructions on how to navigate in E-Builder, click the below link to access the "**Bidders Portal Instructional Training Video**":

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

It is the sole responsibility of the Bidder to have its bid submitted to JAXPORT as specified herein before the aforementioned date and time. For the purpose of the ITB, a Bid is considered delivered when confirmation of delivery is provided by E-Builder. Bidders must ensure that its electronic submission in E-Builder can be assessed and viewed at the time of the Bid Opening. JAXPORT will consider any file that cannot be immediately accessed and viewed at the time of the Bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are 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 [Sandra.Platt@JAXPORT.com](mailto:Sandra.Platt@JAXPORT.com)



**"NO BID" RESPONSE**  
**SSA JACKSONVILLE CONTAINER TERMINAL - CONTAINER YARD**  
**IMPROVEMENTS**

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PROJECT: **SSA JACKSONVILLE CONTAINER TERMINAL, CONTAINER YARD**  
**IMPROVEMENTS**

CONTRACT NO. **C-1772**

BID OPENING DATE: **September 8, 2021** TIME: **2:00PM (EST)**

If your firm does not intend to submit a bid for this project, please provide us with the information requested below and fax to (904) 357-3077 or e-mail to [Sandra.Platt@JAXPORT.com](mailto:Sandra.Platt@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**  
**SSA JACKSONVILLE CONTAINER TERMINAL - CONTAINER YARD**  
**IMPROVEMENTS**

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# **SUPPLEMENTAL INSTRUCTIONS TO BIDDERS**

## **SSA JACKSONVILLE CONTAINER TERMINAL CONTAINER YARD IMPROVEMENTS**

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### **1. CONTENTS OF BID DOCUMENTS**

The Bid Documents state the location and description of the proposed construction and the place, date, and time of opening of the Bids. The Bid Documents state the time in which the Work must be completed, and the amount of the Bid Guaranty that must accompany the Bid. JAXPORT will accept only those Bids properly executed on provided by JAXPORT.

Bids shall be submitted on a copy of the attached Bid Documents. All blank spaces in the Bid Form shall be completed legibly and correctly in ink. The Bidder shall specify the Total Bid Price for the entire Work described in the Contract Documents. **No modifications to the Bid Documents shall be permitted, unless made pursuant to an Addendum.**

The Project Plans or Drawings, Specifications, and other documents designated in the Bid Documents shall be considered a part of the Bid whether attached or not. The Drawings and other Contract Documents set forth, among other factors, the location and description of the Work to be performed under this Contract, the quantity of Work for which Bids are invited, the time in which the Work must be completed, and the amount of the Bid Security.

### **2. AWARD OF CONTRACT**

A Notice of Intent to Award the Contract, if it is to be awarded, shall be made within the Bid Guarantee Period, unless otherwise specified herein.

If JAXPORT elects to proceed with an award of contract, JAXPORT will make award to the responsible bidder whose Bid, conforming with all the material terms and conditions of the Bid Documents, is the lowest in price.

JAXPORT reserves the right to award this contract to the lowest, responsive, responsible bidder, and whose bid is fully conforming to the requirements of the bid documents. Nevertheless, JAXPORT reserves the right to waive informalities 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. In determining the apparent low bid, JAXPORT reserves the right to correct, in all bids, obvious mathematical errors within the Total Bid Price, the unit price extensions, page totals or any combination thereof, if applicable. If a bidder's Bid contains a discrepancy between unit bid prices written in numbers, the unit price written in words shall govern. JAXPORT reserves the right to accept or reject any or all proposals, in whole or in part.

# SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

## SSA JACKSONVILLE CONTAINER TERMINAL CONTAINER YARD IMPROVEMENTS

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Bidders are hereby informed that the award of this Contract may be contingent upon Owner's receipt of grant funding. JAXPORT reserves the right not to proceed with the award of the Contract for any reason, including, but not limited to, if the lowest Total Bid Price exceeds JAXPORT's estimates or budget or funding is otherwise unavailable. JAXPORT shall have the right to rescind its Notice of Intent to Award without liability, except for the return of the Bid Guaranty to the Bidder, at any time before the Contract Documents have been fully executed by all parties and delivered to the Contractor. JAXPORT also reserves the right to cancel the award without liability to the bidder, except return of the *Bid Guaranty*, at any time before a contract has been fully executed by all parties and is approved by JAXPORT.

JAXPORT also reserves the right to take into consideration the Bidder's Qualifications and past performance with JAXPORT or any other entity in determining if the Bidder is responsible and qualified.

### 3. WITHDRAWAL OR REVISION OF BIDS

A bidder may withdraw or revise (by withdrawal of one bid and submission of another) its Bid if such request is received by JAXPORT Procurement Services, via E-Builder electronic submission, prior to the bid opening time stated in the "Invitation to Bid." *If the Bidder improperly withdraws its Bid, JAXPORT may seek recourse against the Bid Security.*

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

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

A bidder may withdraw or revise (by withdrawal of one bid and submission of another) its Bid if such request is received by JAXPORT Procurement Services, via E-Builder electronic submission, prior to the bid opening time stated in the "Invitation for Bids." *If the Bidder improperly withdraws its Bid, JAXPORT may seek recourse against the Bid Security.*

All bid revisions or withdrawals must be signed by an individual authorized to sign the bid. An unsigned bid, revision or withdrawal shall be considered nonconforming and will therefore be rejected. No bid shall be withdrawn after the time stated in the "Invitation to Bid" has been reached and the call for bids has been closed.

### 4. BIDDER'S MINIMUM REQUIREMENTS

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

# **SUPPLEMENTAL INSTRUCTIONS TO BIDDERS**

## **SSA JACKSONVILLE CONTAINER TERMINAL CONTAINER YARD IMPROVEMENTS**

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requested from the Contractor, JAXPORT reserves the right to reject any Contractor's bid, should, in its judgment, the Contractor be deemed to be unqualified or incapable of successfully completing the project in a timely manner.

The Minimum Requirements requires financial statements, and as outlined in Section 119.07, Florida Statutes:

"Any financial statement that 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. 119.07 (1) and s.24(a), Art. I of the State Constitution."

### **5. BID FORM**

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

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

PLEASE VISIT [HTTPS://WWW.JAXPORT.COM/PROCUREMENT/ACTIVE-SOLICITATIONS/](https://www.jaxport.com/procurement/active-solicitations/) OR CALL THE PROCUREMENT SERVICES DEPARTMENT AT (904) 357-3017, PRIOR TO THE BID OPENING TO DETERMINE IF ANY ADDENDA HAVE BEEN RELEASED ON THIS CONTRACT.

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.

Bids may be considered irregular for, including, but not limited to, the following reasons:

- a. If the Bid is on a form other than that furnished by JAXPORT, or if the JAXPORT form is altered, or if any part of the Bid form is detached.
- b. If there are unauthorized additions, conditions, limitations, or exceptions to the Bid Documents or Contract Documents or any unauthorized conditional or

# **SUPPLEMENTAL INSTRUCTIONS TO BIDDERS**

## **SSA JACKSONVILLE CONTAINER TERMINAL CONTAINER YARD IMPROVEMENTS**

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alternate pay items, or irregularities of any kind which make the Bid incomplete, indefinite, or otherwise ambiguous.

- c. If the Bid does not contain a unit price for each pay item listed in the Bid.
- d. If the Bid contains unit prices that are obviously unbalanced.
- e. If the Bid is not accompanied by the Bid Guaranty specified by JAXPORT.
- f. If the applicable Disadvantaged Business Enterprise information is incomplete.

JAXPORT reserves the right to reject any irregular Bid and the right to waive technicalities if such waiver is in the best interest of JAXPORT and conforms to local laws and ordinances pertaining to the letting of construction contracts.

### **6. ALLOWANCES**

The Contractor shall include in the Total Contract Price all allowances stated in the Contract. Items covered by allowances shall be supplied for such amounts and by such persons or entities as JAXPORT may direct.

Unless otherwise provided in the Contract Documents:

- a. materials and equipment under an allowance shall be selected by JAXPORT within the time frames required by the current accepted schedule;
- b. allowances shall cover the cost to the Contractor of materials, supplies and equipment delivered at the site and all required taxes, plus mark-up in accordance with the Contract, less applicable trade discounts;
- c. whenever allowances are used, the remaining allowance amount, and the Total Contract Price shall be adjusted accordingly by a Contract Modification. The amount of the Contract Modification shall be calculated in accordance with the Contract and shall reflect the difference between actual costs and the allowance amount and be supported by appropriate substantiating data.

### **7. 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 opening of bids, any check submitted as guaranty by other than the three low conforming bidders will be returned. Any such checks submitted by the remaining three bidders will be returned after execution of the Agreement and submittal of a contract bond by the successful bidder.

If the required contract bonds are not furnished within the time stated herein or otherwise requested by JAXPORT, the bid guaranty will be forfeited and the contract may be awarded the next low conforming bidder. **THE BID BOND MUST BE SECURED FROM**

**SUPPLEMENTAL INSTRUCTIONS TO BIDDERS**  
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**CONTAINER YARD IMPROVEMENTS**

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**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."

**8. REQUIREMENTS OF CONTRACT BONDS**

At the time of the execution of the Contract, the successful bidder shall furnish JAXPORT a surety bond or bonds that have been fully executed by the bidder and the surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the Work.

Contractors are hereby informed that as a public entity, JAXPORT property is not subject to the Construction Lien Law contained in Chapter 713, Florida Statutes.

A Performance Bond and a Payment Bond satisfactory to JAXPORT, each in an initial amount of not less than the Total Contract Price, will be required from the successful Bidder for, among other, the following purposes: a) to guarantee faithful performance of the requirements of the Contract Documents, including all applicable warranties; b) to guarantee the payment of all labor, materials, or supplies used directly or indirectly in the prosecution of the Work provided for in the Contract; and c) to comply fully with the requirements of Florida law.

The Penal Sum of the Performance Bond and the Payment Bond shall be increased or decreased automatically during the course of the Work in the event that Contract Modifications or addenda increase or decrease the Total Contract Price so that the Penal Sum of each bond shall be in an amount equal to the Total Contract Price Sum at the completion of the Work.

The Bonds shall be written through a licensed Florida agency on behalf of a surety company licensed to do business in Florida meeting the following requirements:

- a. For Contracts in which the Total Contract Price exceeds \$100,000, the Surety must be rated no less than "B+" as to management and no less than "VI" as to strength and for Contracts in which the Total Contract Price exceeds \$1,000,000, the Surety must be rated no less than "A-" as to management and no less than "VIII" as to strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Post Office Box 1107, Summit, New Jersey 08901.
- b. The Surety Company executing the bonds shall be on the current list of the U.S.

**SUPPLEMENTAL INSTRUCTIONS TO BIDDERS**  
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Treasury Department as being approved by and for writing bonds for Federal projects in an amount not less than the Penal Sum of the bonds provided to Owner.

- c. Bonding Limit – Any One Risk: The bonding limit of the Surety shall not exceed five percent (5%) of the policyholder surplus (capital and surplus) as listed by the aforementioned Best's Insurance Guide.
- d. The Contractor shall, before commencing with the Work, record a copy of the Performance and Payment Bonds in the Duval County clerk's office pursuant to Florida Statute 255.05. Upon request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the applicable bond or shall permit a copy to be made.

If the Surety on any bond furnished by the Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated or suspended in any state or it ceases to meet the requirements defined above, or any such bond is otherwise void or defective for any reason, the Contractor shall within ten (10) days thereafter substitute Performance and Payment Bonds from a different Surety, pursuant to the Contract Documents. JAXPORT may at its sole discretion suspend all Work pursuant to GP80-12 pending Contractor procuring substitute bonds.

**9. REQUIRED LIMITS OF INSURANCE**

See Form 100-87 REQUIRED LIMITS OF INSURANCE

**10. 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 **GoToMeeting** proceedings.

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

**11. EXAMINATION OF DRAWINGS, SPECIFICATIONS, AND SITE OF WORK**

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

*The Bidder must inform itself fully of the construction, labor and security conditions under which the Work is to be performed. The Bidder shall not be relieved of its*



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*obligation to furnish all material, equipment, labor, and services necessary to carry out the provisions of the Contract Documents and to complete the contemplated Work for the consideration set forth in its Bid by reason of having failed to inform itself with respect to those matters.*

**12. 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.

**13. 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.

**14. 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.

**15. FLORIDA STATE SALES TAX**

The Bidder is responsible for paying to the appropriate governmental entity all applicable taxes. Any applicable tax legally enacted when the bids are received shall be included in the Total Bid Price by the Bidder, whether or not yet effective or merely scheduled to go into effect. JAXPORT reserves the right to remove from the scope of work the direct purchase of certain materials to be used or incorporated into the Project. JAXPORT's direct purchase of materials, if any, will be determined after the Contract has been awarded. If JAXPORT decides to directly purchase materials, a deductive change order will be issued in an amount that accurately reflects the reduced scope of work, which will normally be the amount of the direct purchase invoice plus the amount of the saved sales tax. Bidders shall not reduce their Bid in anticipation of any Owner direct purchase. (See Special Conditions, Section 10, Tax Savings Program, General for more information).

**16. OMISSIONS, DISCREPANCIES AND ADDENDA**

- a. Should an omission or discrepancy be found in the bidding documents, or if there is any doubt as to the meaning, the bidder shall notify JAXPORT Procurement Services Department, in writing, in sufficient time in order that an addendum might be issued to all prospective bidders, if necessary, and at

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least five (5) business days prior to bid opening.

- b. Any addenda issued by JAXPORT for the purposes of changing the intent of the plans and specifications or clarifying the meaning of same shall be binding in the same way as if written in the specifications. All addenda will be issued by the Procurement Services Department prior to the bid opening. It is each bidder's sole responsibility to contact the Procurement Services Department to ensure that they have received all addenda and that they have obtained the addenda in sufficient time to properly evaluate the contents before submitting a bid. It is the usual practice for JAXPORT to email addenda to known prospective bidders, but JAXPORT does not guarantee that all bidders will receive addenda in this manner in due time before the bid opening.
- c. It is mandatory that the bidder shall acknowledge the inclusion of all addenda on the bid form, FORM BF. Acknowledgement shall be by initials and date. Failure to acknowledge all addenda shall result in rejection of the bid.

### **17. PROTEST PROCEDURES**

Respondents shall file any protest regarding this solicitation 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/active-solicitations/>

### **18. 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, Florida. For information concerning when the project(s) will be submitted for award, contact JAXPORT Procurement Services Department at telephone (904) 357-3017, Monday through Friday.

### **19. 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 Department of Professional and Occupational Registration, State of Florida, advises that wharves, airfield pavements, and fences are included among the specialties which are

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exempt from licensing.

**20. 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 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;

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- 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
- 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](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 currently has no delinquent obligations to the State, including a claim by the State 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 amount, 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.

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

f. **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-

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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.

**21. JACKSONVILLE SMALL AND EMERGING BUSINESS (JSEB), MINORITY BUSINESS ENTERPRISE (MBE), DISADVANTAGED BUSINESS ENTERPRISE (DBE), WOMEN BUSINESS ENTERPRISE (WBE) AND SMALL BUSINESS ENTERPRISE (SBE) PARTICIPATION GOAL IS 18%.**

JAXPORT has determined that the JSEB/MBE/DBE/WBE/SBE participation goal is 18% percent JSEB/MBE/WBE for this project. JSEB/MBE/DBE/WBE/SBE participation in the specified percentage must be met in order to satisfy this requirement, or good faith efforts submitted to demonstrate why the goal could not be achieved, in accordance with ARTICLE V, Section 5.10.

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

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

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

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

**22. PUBLIC RECORDS**

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

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- (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.

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 OR [public.records@jaxport.com](mailto:public.records@jaxport.com); JACKSONVILLE PORT AUTHORITY, PUBLIC RECORDS REQUEST, 2831 TALLEYRAND AVENUE, JACKSONVILLE, FLORIDA 32206.**

**23. SECURITY IMPLEMENTATION PROCEDURE**

JAXPORT's rigid security standards include the Federal Transportation Worker Identification Credential (TWIC) program, which is administered by the Transportation

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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 (price to be included in bid price as part of overhead cost) 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: 12400 Yellow Bluff Road, Suite 202, Jacksonville, FL 32226. The office hours are Monday-Friday: 08:00 AM – 1:00PM / 1:30PM- 4:00 PM, Note: There is no semi-trailer parking available at this Enrollment Center. 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. Hours are subject to change.

### **JAXPORT Business Purpose Credential**

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

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

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

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



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

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

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

### **TWIC Escort Provisions**

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

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

Truck drivers, vendors, labor may not conduct escorts.

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

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

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

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

### **Federal regulation definition: 33.CFR 101.105**

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

### **JAXPORT TWIC ESCORTS**

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

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

JAXPORT TWIC Escort Tariff Fees are published in JAXPORT's Tariff Schedule. Current rates are \$125.00 first two hours; \$50.00 every hour thereafter.

Examples:

1. \$425.00 for one escort for an 8-hour day (=3 TWIC Credentials)
2. \$2125.00 for one escort for 5 days @ 8-hour days (=17 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**

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- 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 Marine Terminal (BIMT) constitutes entry into a secure area; tenant-controlled properties are designated as restricted areas per their individual FSPs.
- Entry into the main gates at Talleyrand Marine Terminal (TMT) and Mitsui/TraPac (MOL) Terminal constitutes entry into a restricted area.
- Entry into the cruise terminal provisions gate, crew gate or terminal doors constitutes entry into a restricted area.

### **Escorts**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **Rail Access**

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

# **SUPPLEMENTAL INSTRUCTIONS TO BIDDERS**

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**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 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

## **24. ELECTRONIC DATA REQUIREMENTS (E-BUILDER)**

### **A. General Requirements:**

- a) Contractor must purchase at a minimum one (1) user license (see Section 21. 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.

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- 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 e-Builder Enterprise:**

This project will utilize a web-based project management tool called 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 and the Project Manager, utilizing e-Builder Enterprise™. No additional software will be required. Furthermore, the JAXPORT 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 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 e-Builder Enterprise™.

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**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 e-Builder Enterprise™.

e-Builder Enterprise™ is a comprehensive Project and Program Management system that JAXPORT has implemented for managing documents, communications and costs between the Contractor, Design Consultants and Owner. 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:**

e-Builder Enterprise™ system includes a central database that maintains all project information and manages project communications amongst team members.

**E. Communication/Correspondence:**

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 e-Builder Enterprise™.

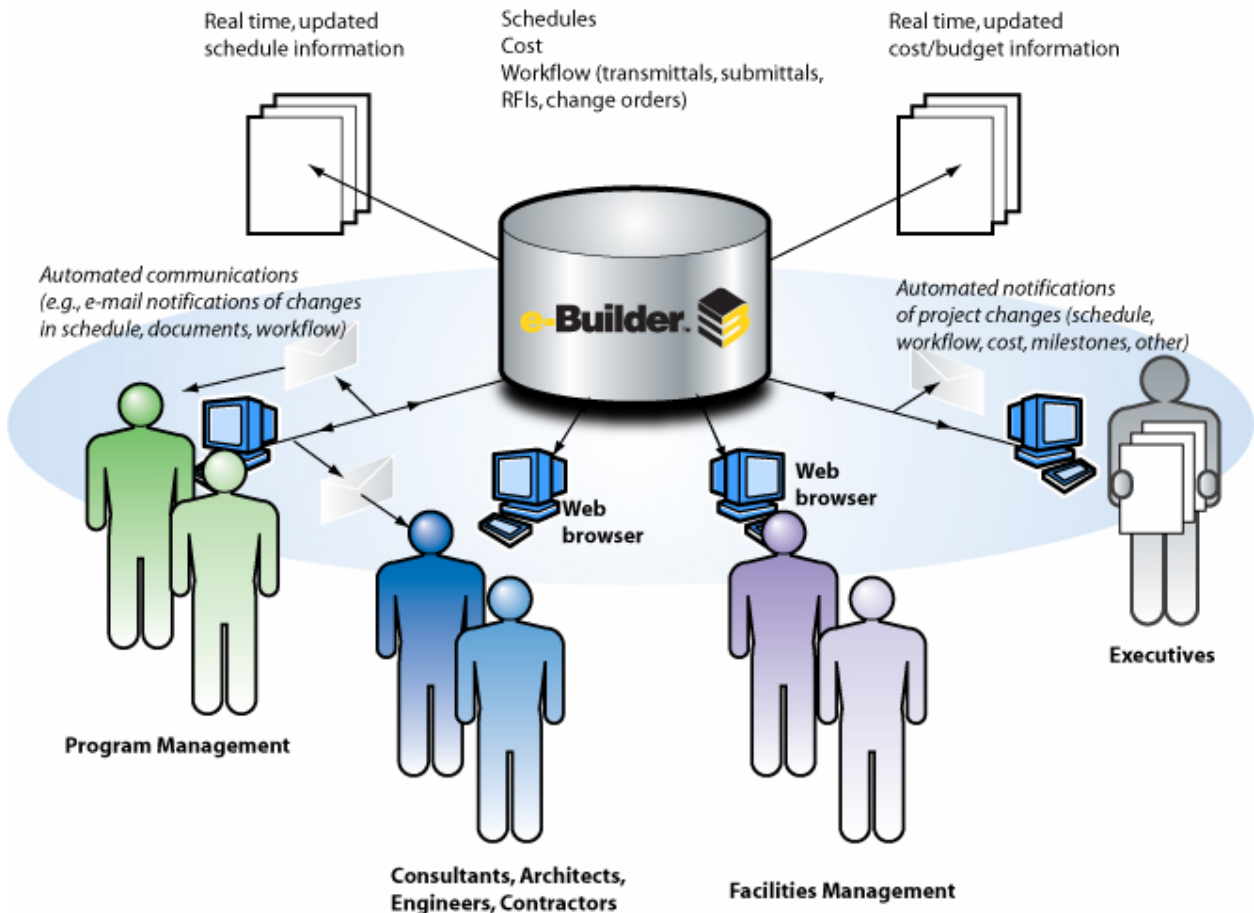
**G. Reporting:**

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.

# SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

## SSA JACKSONVILLE CONTAINER TERMINAL

### CONTAINER YARD IMPROVEMENTS



#### E-BUILDER LICENSING REQUIREMENTS

##### H. E-Builder Enterprise™ User Licenses:

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

- All hosting, operation, maintenance and data backup of the e-Builder Enterprise™ software and documents which are maintained in state-of-the-art data centers located throughout the United States.
- Quarterly 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 \$1,495.00 per user/per year or \$124.58 per month as part of their General Conditions fee and shall remain in effect for the duration of the project. For example, if the contract is for 6 months, then the Contractor should be prepared to pay license fees for 8 months, allowing up to sixty (60) calendar days for close out. Payment must be in the form of a



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check; payable to JAXPORT for the number of licenses needed by the Contractor and will be collected at the Pre-Construction meeting and/or prior to the Notice-to-Proceed.

Additional licenses can be obtained at any time during the project, by contacting JAXPORT'S Project Manager.

**25. TRAVEL PROCEDURE**

Should travel expenses apply to this contract, all travel expenses must be in accordance with JAXPORT's Travel Procedures and Guidelines. Where there are combined funds by Federal and State agencies, the more restrictive limitations shall apply. Airline travel reservations must be made at the least expensive coach fare. If travel is allowed reimbursement will be represented with a Not to Exceed travel expense line item on the Bid/Proposal Form. Travel allowance is based on receipts for airfare, meals, lodging, rental car, fuel, etc. No mark-up is allowed on this line item. Any monies remaining at contract completion will belong to JAXPORT. All requests for expense reimbursement will be submitted with receipts and sufficient detail to allow JAXPORT to determine accuracy of the charges. All travel expenses will be reimbursed in accordance with JAXPORT's per diem allowances, and other expenses will be reimbursed at actual cost. Meals will be based on the per diem rate referenced in JAXPORT's travel policy. Failure to include monthly activity report with an invoice will cause delay of payment of invoice.

**26. DISQUALIFICATION OF BIDDERS**

A bidder shall be considered disqualified for any of the following reasons:

- a. Submitting more than one Bid from the same individual, partnership, firm, or corporation under the same or different name.
- b. Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the Owner until any such participating bidder has been reinstated by the Owner as a qualified bidder.
- c. If the Bidder is committed by contract to work, which, in the Owner's judgment and sole discretion, might hinder or prevent the prompt completion of the Work under this Contract if awarded to the Bidder;
- d. If the Bidder is behind on the approved completion schedule for any existing contracts with the Owner, in litigation with the Owner or having defaulted on a previous contract with the Owner;
- e. If the Bidder has performed poor, negligent or defective work for Owner or any other party on prior projects, which, in the Owner's judgment and sole discretion, raises doubts as to the Bidder's ability to properly perform the Work;
- f. Appearance of the Bidder on the Department of General Services' Excluded Parties List;
- g. Not possessing the required licenses, registrations or certifications to perform the Work; or
- h. Any other reason required by applicable law or regulation.

## ARTICLE V

### SMALL AND EMERGING BUSINESS (SEB) GOALS, CONDITIONS AND INSTRUCTIONS

#### CALCULATION OF SEB PARTICIPATION

The following percentages will be applied in calculating SEB participation:

It is the official policy of the JAXPORT to require the inclusion of firms owned and controlled by Small and Emerging Business Enterprises in contract awards and projects whenever permissible.

**JAXPORT has determined that the SEB Participation Goal for this contract is 18% (JSEB/MBE/WBE/DBE/SBA).**

- A. Contractor or SubContractor: 100 percent for work actually performed for this project by SEB Suppliers.
- B. Services: 100 percent for services actually performed by provided the fee is determined by JAXPORT to be reasonable and not excessive.
- C. Manufacturer: 100 percent of the cost for materials and supplies acquired for this contract and obtained from a SEB manufacturer.
- D. Supplier: 100 percent of the cost for materials and supplies acquired for this contract and obtained from a SEB supplier.

#### CERTIFICATION

Firms desiring to participate as SEB on JAXPORT's projects or contracts may be duly certified by the City of Jacksonville (COJ) and listed in the JSEB Directory of certified firms. Firms may also be certified by the US Small Business Administration as a small, minority, or women owned business. These firms must be listed in the Small Business Administration directory of certified firms using the Dynamic Small Business Search ([www.ccr.gov](http://www.ccr.gov)) Additionally, MBE's/WBE's registered with Minority Business Development of the Department of Commerce may be utilized in this project due to government funds. Lastly, certification by the Florida Department of Transportation as a DBE firm is also acceptable. Any SEB firm not duly certified as set forth above prior to the RFQ closing date or prior to the award, may not be used to meet the SEB requirements of JAXPORT.

#### COMPLIANCE

All Bidders, potential Contractor Firms or SubContractors participating in this project are hereby notified that the successful Contractor's SEB SubContractors will be incorporated into the Contract Documents. Failure to continue to fully comply with the JAXPORT's SEB policy as set forth herein shall constitute a **breach of contract** which may result in termination of the contract or such other remedy as deemed appropriate by JAXPORT.

#### CONTRACT AWARD

## ARTICLE V

JAXPORT proposes to award the contract to the most qualified Contractor submitting a BID assuming that the Bidder has met the goals for SEB participation, or if failing to meet the goals, the Bidder made an acceptable good faith effort to meet the SEB Participation Goals as established below. Bidders are advised that JAXPORT has sole authority to determine if any Bidder has made sufficient effort toward meeting SEB goals to qualify for contract award and to make an award in the best interest of JAXPORT. JAXPORT reserves the right to reject any or all proposals submitted.

### **SEB AGENCIES**

The following is a list of agencies/offices which may be contacted by prospective Bidders to obtain names, addresses, specialties and other information concerning availability of JSEB/MBE/WBE/DBE/SBA's in the local area. **NOTE:** Firms listed with these agencies do not guarantee they are automatically accepted by the JAXPORT. Contractors are urged to verify JSEB/MBE/WBE/DBE/SBA's are holding a current and valid certification by either one of the government entities listed below. Contractors may contact JAXPORT's Procurement Department for confirmation of SEB companies prior to submitting a proposal.

City of Jacksonville  
Equal Business Opportunity Office  
214 North Hogan Street, Suite 800  
Jacksonville, Florida 32202  
(904) 255-8840  
[www.coj.net](http://www.coj.net)

US Small Business Administration  
North Florida District Office  
7825 Baymeadows Way, Suite 100-B  
Jacksonville, Florida 32256  
(904) 443-1930  
[http://web.sba.gov/pro-net/search/dsp\\_dsbs.cfm](http://web.sba.gov/pro-net/search/dsp_dsbs.cfm)

Minority Business Development Agency  
Miami District Office  
51 Southwest, 1<sup>st</sup> Avenue  
Miami, Florida 33130  
(786) 315-0888  
[www.mbda.gov](http://www.mbda.gov)

Jacksonville Transportation Authority  
Disadvantaged Business Enterprise Program  
P.O Drawer "O"  
100 N. Myrtle Avenue  
Jacksonville, Florida 32203

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(904) 598-8728

[www.jtafla.com](http://www.jtafla.com)

Florida Department of Transportation  
Equal Opportunity Office  
605 Suwannee Street MS 65  
Tallahassee, Florida 32399-0450  
<http://www.dot.state.fl.us>

### **DEFINITIONS**

- A. Jacksonville Small and Emerging Business Enterprise (JSEB). JSEB means a for profit business as defined in the City of Jacksonville's Small and Emerging Business Enterprise program that was established in part due to Jacksonville City Council Ordinance 2004-602-E, as codified in Jacksonville Municipal Ordinance Code Chapter 126 Section 6. MBE under the JSEB program means a certified firm that meets the JSEB requirements and that at least one of the following categories applies to the qualifying owner(s): (i) Black/African American; (ii) Hispanic American; (iii) Native American; (iv) Asian American; or (v) woman.
- B. Minority/Women Business Enterprise (MBE/WBE). A for-profit small business concern that performs a commercially useful function and is legitimately owned and controlled by minorities or women (as described by the Minority Business Development Agency of the Department of Commerce).
- C. SBA Certified Firm- A firm owned and operated by socially and economically disadvantaged individuals and eligible to receive federal contracts under the Small Business Administration's 8(a) Business Development Program.
- Control: Whether the JSEB/ MBE/WBE is listed as a sole proprietor or corporation with at least 51 percent ownership, they shall possess the power to direct or cause the direction of the management and policies of the firm, and to make the day-to-day as well as major decisions on matters of management, policy and operations.
- D. Disadvantaged Business Enterprise (DBE) – A firm certified by the Florida Department of Transportation (FDOT) or any local FDOT Agency such as JTA or JAA.

### **PARTICIPATION CATEGORIES FORM 1 - SEB SCHEDULE OF PARTICIPATION**

- A. SubContractor: SubContractor means any SEB capable of furnishing to the Prime Contractor labor, materials, supplies, equipment, transportation, management or supervision necessary for the accomplishment of the work under this contract.
- B. Manufacturer: Manufacturer means a firm that operates or maintains a factory or establishment that produces on its premises the materials or supplies obtained by the Contractor for incorporation into the project.
- C. Supplier: Supplier means a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for this contract are brought, kept in stock and regularly sold to the public in the usual course of business. To be a supplier, the SEB must engage in, as its principal business, and in its own name the purchase and sale of the products in question. A supplier of such bulk items as

## ARTICLE V

steel, cement, gravel, stone, and petroleum products need not keep such products in stock if it owns or operates distribution of the products. Brokers and packagers shall not be regarded as suppliers within the meaning of this Section.

**D. Services:** Services means a business or individual that performs the following:

The furnishing of labor, time, or effort to a Contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance. This term shall not include services provided pursuant to employment agreements or collective bargaining agreements.

### ELIGIBILITY

A. To be considered eligible for contract award, the Contractor must include with the proposal an original notarized copy of SEB Form 1, showing:

- (1) Total percentage of SEB work or procurement that the Prime Contractor intends to award.
- (2) The identification of the SEB as being a SubContractor, service organization, manufacturer, or supplier.
- (3) The quoted price of each JSEB/MBE/WBE/DBE/SBA.
- (4) The percentage of the SEB price in comparison to the proposal price quoted by the Prime Contractor.

b. Within 48 hours following the Proposal Opening, the apparent low conforming Bidder shall submit to JAXPORT, completed and signed:

- (1) A SEB **Form 2** (SEB Certified Participant Identification Affidavit).
- (2) A SEB **Form 3** (SEB Letter of Intent to Perform) for each firm listed in the Schedule of SEB Participation (SEB Form 1).
- (3) Information and commitments presented on the latter forms shall be consistent with SEB Form 1, as submitted with the proposal.

c. In the event that the Prime Contractor is unable to obtain proposals from SEB SubContractors that equal or exceed the percentages established in the Participation Goals, he shall include a notarized copy of SEB **Form 4** with supporting written documentary evidence which indicates that the goals could not be met for the following reasons:

- (1) None of the SEB proposals received was a low conforming proposal.

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- (2) No SEB proposals were received. It must be shown that good faith efforts, as stated under Section 5.10 below, were made by the Bidder to obtain JSEB/MBE/WBE/DBE/SBA's and that they did not respond.
- (3) The SEB proposals that were received and accepted did not total the required percentages stated in the Participation Goals, but totaled, a lesser percentage, or
- (4) No Bidders were able to obtain SEB participation.

JAXPORT may, if it deems advisable, request further information, explanation, or justification from any Bidder. Failure to provide the required information in the manner indicated may constitute an incomplete, unresponsive and ineligible proposal.

### EVIDENCE OF SATISFACTORY GOOD FAITH EFFORT

Bidders that fail to meet the participation goals shall be required to submit in writing additional information to assist JAXPORT in determining if the Contractor made acceptable good faith efforts to meet the goals. Failure to provide such additional information as may be reasonably required by JAXPORT may be considered grounds for rejection of the proposal as nonconforming.

### EXCLUSIONARY AGREEMENTS

Agreements between any Bidder and a SEB which the SEB promises not to provide subcontracting quotations to other Bidders are prohibited.

### GOOD FAITH CRITERIA

Bidders who fail to meet the stated SEB participation goals set forth in Section "5.13" are required to submit in writing with their proposal all efforts that would demonstrate a "Good Faith Effort" in the solicitation of SubContractors to meet the SEB participation goals on this project. The following categories, without limitation, will be utilized in considering Good Faith Efforts:

- a. Whether the Contractor attended any pre-solicitation or pre-proposal meetings that were scheduled to inform JSEB/MBE/WBE/DBE/SBA's of contracting and subcontracting opportunities;
- b. Whether the Contractor advertised in **at least two** general circulation trade association, and small business focused media concerning the subcontracting opportunities;
- c. Whether the Contractor followed up initial of interest by contacting JSEB/MBE/WBE/DBE/SBA's to determine with certainty whether the JSEB/MBE/WBE/DBE/SBA's were interested in participating in the project (**via certified mail, hand delivery, or confirmed facsimile**);

## ARTICLE V

- d. Whether the Contractor selected portions of the work to be performed by JSEB/MBE/WBE/DBE/SBA's in order to increase the likelihood of meeting the SEB goals (including where appropriate, breaking down contracts into economically feasible units to facilitate SEB participation) **and provide a copy of those portions selected;**
- e. Whether the Contractor provided interested JSEB/MBE/WBE/DBE/SBA's with adequate information about the plans, specifications, and requirements of the contract **(Each Contractor must post plans and specifications on their website and make those plans and specifications readily available at their business location);**
- f. Whether the Contractor negotiated in good faith with interested JSEB/MBE/WBE/DBE/SBA's not rejecting JSEB/MBE/WBE/DBE/SBA's as unqualified without sound reasons based on a thorough investigation of their capabilities **(Each Contractor must provide a list of all rejected JSEB/MBE/WBE/DBE/SBA's along with specific reasons for rejection);**
- g. Whether the Contractor made efforts to assist interested JSEB/MBE/WBE/DBE/SBA's in obtaining bonding, lines of credit or insurance required by the Contractor **(All efforts must be submitted in writing);**
- h. Whether Contractor sought or used the services of available JSEB/MBE/WBE/DBE/SBA's community organizations, minority Contractor groups, local, State and Federal Minority Business Assistance Offices and other organizations that provide assistance in the recruitment and placement of JSEB / MBE / WBE / DBE / SBA's (including whether a **Contractor contacted in writing at least three contacts made with organizations that provided assistance with recruitment and placement of SEB Firms**); and
- i. **NOTE:** Good Faith Efforts must be indicated where appropriate. JAXPORT will investigate and verify information submitted in determining Good Faith Effort including in its sole discretion, seeking **additional information that is probative of whether the good faith efforts requirements were met.**

### SEB MONTHLY REPORT (FORM 5)

Contractors participating in the SEB program shall complete and submit a summary of actual SEB participation using SEB Form 5. A completed monthly report (Form 5) will be included with each pay request. Contractors are required to maintain records of the SEB summaries for three (3) years.

### SEB OBLIGATION

Bidders are required to make all efforts reasonably necessary to ensure that SEB have a full and fair opportunity to compete for performance on this project. Contractors shall not discriminate on the basis of race, ethnicity, national origin or gender in the award and performance of the work under this contract.

### PARTICIPATION GOALS

## ARTICLE V

The SEB Participation Goal stated below has been determined by JAXPORT to be reasonable. Submission of a proposal by a prospective Contractor shall constitute full acceptance of all SEB goals and conditions outlined in this proposal specification.

The attainment of the Participation Goal must be measured as a percentage of the total dollar value of the Contractor's proposal.

**JAXPORT has determined that the SEB participation is eighteen percent (18%) SEB 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 Section 5.10, above.**

### **DESIGNATED SEBCATEGORIES**

**This project has been designated for the competitions of any combination of JSEBs / MBEs/WBEs/DBEs/SBA**

### **POLICY**

It is the official policy of the JAXPORT to require the inclusion of firms owned and controlled by JSEB/MBE/WBE/DBE/SBA's in contract awards and projects whenever feasible. This policy is consistent with the JAXPORT Charter, mandate of the United States Department of Justice, as set out in Title 28 of the Code of Federal Regulations at Part 66 and 70, Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4, 49 C.F.R. part 26 ("Participation by disadvantaged business enterprises in Department of Transportation and to 2 C.F.R 200.321("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms"). which requires owners to provide the fullest possible opportunities for contract participation to JSEB/MBE/WBE/DBE/SBA's.

### **POST AWARD REQUIREMENTS**

- a. After award of the contract, failure on the part of the successful Contractor to employ JSEB/MBE/WBE/DBE/SBA's at a percentage level equal to or higher than stated on SEB Form 1, shall constitute a contractual default and may be grounds for termination.
- b. Nothing contained herein shall be construed to require a General (Prime) Contractor to award a subcontract proposal to a SEB if it is not the lowest conforming proposal.
- c. Prime Contractors shall be obligated to pay SEB SubContractors within three days of receipt from the JAXPORT funds, and must confirm payment to JAXPORT. SubContractors will be notified by the JAXPORT when a payment application from a prime Contractor has been submitted reflecting work performed by a SEB SubContractor.

### **SUBCONTRACT CLAUSE**

All Bidders and potential Contractors hereby agree to incorporate this SEB participation, policy, goals, conditions and instructions in all agreements that offer further subcontracting opportunities.



## ARTICLE V

If a change order presents further subcontracting opportunity beyond current subcontracting, the prime Contractor should make positive efforts to further include SEB participation.

The SEB Contractor shall perform at least 100% of the total amount of the work to be performed under this Contract with its own workforce. Subletting of any work under this contract shall not relieve the SEB Contractor of its full responsibility for the proper and timely performance and for its selection of SubContractor(s).

### **SUBSTITUTIONS**

In the event the successful Contractor wishes to make a substitution of a SEB SUBCONTRACTOR, the Bidder must:

- a. Submit satisfactory written proof of "noncompliance" to the JSEB/MBE/WBE/DBE/SBA. (The term "noncompliance" is defined as facts and circumstances that substantially demonstrate a material breach by the SubContractor of the contract or oral agreement between it and the successful Bidder).
- b. Not make any substitutions until all information submitted has been reviewed and approved by the Small & Emerging Business Coordinator.
- c. Substitute a certified SEB performing the same work as the SubContractor being replaced.
- d. Not contract for an amount lower than the amount submitted by the SubContractor being replaced.

### **REQUEST FOR SUBSTITUTION**

All requests for changes or substitutions of the SEB SubContractors named in the Schedule of Participation shall be made to the Small & Emerging Business Coordinator in writing, and shall clearly and fully set forth the basis for the request. A Contractor shall not substitute or perform the work designated for a SubContractor with its own until the Small & Emerging Business Coordinator approves such substitution in writing.

**JAXPORT'S TRAVEL  
PROCEDURES AND GUIDELINES**



## PROCEDURES AND GUIDELINES

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**PROCEDURE:** SOP 1236  
**TITLE:** Travel  
**RESPONSIBILITY:** Director, Finance  
**REVISION DATE:** June 4, 2019

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**PROCEDURAL CONTENT:**

1. Corporate Card
2. Request for Travel
3. Prepaid Travel Expenses
4. Means of Travel
5. Lodging
6. Reimbursable Expenses
7. Travel Expense Report Submittal
8. Monies due to Jaxport
9. Forms

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**PURPOSE:**

It is JAXPORT's objective to establish procedures and guidelines for all persons traveling on behalf of JAXPORT.

**SCOPE:**

These individuals include, but are not limited to employees, contract employees, board members, consultants and contractors. Any individuals traveling on behalf of JAXPORT must comply with the requirements in this procedure unless stipulated otherwise in a separate legal contract. JAXPORT will ensure that all travel is accomplished in compliance with Part 7 of Chapter 106 Ordinance Code of the City of Jacksonville, City Charter: Section 13.11, Statutory Authority: Section 1001.41(2), Florida Statutes, Laws Implemented: Sections 112.061; 1001.39, Florida Statutes.

Please refer to MP42 and MP43 regarding the number of travelers necessary to accomplish the purpose of travel.

**DEFINITIONS:**

1. **Travel Advance** – Payment of cash prior to the commence of travel for certain anticipated travel related expenses.
2. **Per Diem** – Payments to traveler to compensate for expenses incurred while traveling away from their home base for periods of twenty-four hours or more.



## PROCEDURES AND GUIDELINES

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### PROCEDURES:

#### I. CORPORATE CARD

##### *II. Objectives*

- To allow JAXPORT personnel access to efficient and alternative means of payment for approved expenses primarily related to business travel and expenses.
- To improve managerial reporting related to corporate card purchases.
- To improve efficiency and reduce costs of payables processing.

##### *Policies*

1. JAXPORT corporate cards have been assigned for all employees and the corporate cards are maintained in the Finance Department by the Manager of Treasury & Compensation. A traveler must notify the Manager of Treasury & Compensation prior to booking travel to have the card activated for use. Approximately, 24 to 48 hours prior to travel beginning, the traveler will be required to sign out their corporate card with the Finance Department. This will ensure that they are able to pay for any charges incurred while on travel for the port.
2. Corporate cards will only be used for legitimate business and travel expenses. Personal purchases of any type are *not* allowed.
3. Cash advances on corporate cards are *not* allowed.
4. Cardholders will be required to sign an agreement indicating they accept these terms. Individuals who do not adhere to these policies and procedures risk revocation of their corporate card privileges and/or disciplinary action.
5. Upon termination of employment, all individuals who maintain their corporate cards directly, must cut the corporate card in half and give it to Human Resources who will, in turn, notify the Manager of Treasury & Compensation.
6. Travelers who do not maintain their corporate cards directly, must turn in their corporate credit card to the Manager of Treasury & Compensation directly after travel.

##### *Process*

1. **Receipts:** Detailed receipts must be retained and attached to expense reports. In the case of meals and port promotions, each receipt must include the names of all persons involved in the purchase, and a brief description of the business purpose of the purchase, in accordance with Port Promotion, SOP 1242. In addition, single receipts under \$30.00 or multiple receipts not exceeding \$50.00, where the employee has paid for an out of pocket expense within Duval County, can be reimbursed directly from petty cash in Human Resources with a detailed receipt.
2. **Expense Report:** Expense reports must be promptly completed and submitted via the established process to enable timely payment of amounts due. All expenses charged while on travel will display on the expense tab in Concur for the traveler to import into their expense report. Please note that charges can take anywhere from seven to ten day to display in Concur based on when the charge was processed through the vendor and bank.



## PROCEDURES AND GUIDELINES

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3. **Tax-exempt certificates:** Cardholders should make every effort to ensure purchases made in Florida do not include sales tax. Tax-exempt certificates are available in the online filing cabinet on JAXPORT's intranet. Cardholders should carry a copy of the State Tax Exemption Certificate as proof of the exemption from certain sales and uses taxes. If after the request for tax exemption is made, taxes are still assessed, reimbursement is appropriate.
4. **Disputing a charge:** Disputed billing can result from failure to receive goods or services charged, fraud, incorrect amounts and duplicate charges. The cardholder should contact the merchant first to resolve any outstanding issues. Notify VISA Customer Service at 1-888-934-1087 of the dispute.
5. **Lost/Stolen card:** Immediately notify VISA Customer Service at 1-888-934-1087 and the Manager of Treasury & Compensation if the card is lost or stolen.

### II. REQUEST FOR TRAVEL

All travel approval, prepaid expenses and expense reports will be handled through a web based travel application. Manual forms will not be accepted unless the web-based travel application is unavailable.

Purpose of Travel: The purpose section of the travel form should clearly state the name(s); title and company of the customer the traveler will visit and/or the name of the event or conference the traveler will attend. This section should also include a statement in the comment section of the request to travel indicating the employee's travel has been discussed with and approved by their supervisor. In the case of Chief Travel, the statement should note in the comment section of the request to travel that their travel was discussed with and approved by the Chief Executive Officer, CAO, CFO, or a designee.

Personal Travel Profiles: All travelers expecting to travel at least twice (2) per year should contact their Travel Coordinator to ensure that pertinent details and the traveler's preferences are met during the reservation process. The traveler is responsible for informing the Travel Coordinator of all personal travel information changes. This will include phone number, medical restrictions, special meal requirements and seat preference.

Chief Executive Officer's Travel (domestic/international): Travel request (s) and expense report(s) for the Chief Executive Officer shall be approved by the Chairman of the Board or his designee. The Chief Executive Officer's Senior Executive Assistant will be responsible for preparing, reviewing and booking all travel and expense reports for the Chief Executive Officer through a web based travel application. Additional responsibilities of the Senior Executive Assistant will include reviewing all expense reports for appropriate documentation and receipts prior to submission to Finance for reimbursement. All other procedures and guidelines will be adhered to regarding purpose of travel, travel request, hotel accommodations, flight arrangements, car rentals, expense report and any and all additional requirements.

Chief Travel (domestic/international): Travel request (s) and expense report(s) for a Chief shall be approved by the Chief Executive Officer, CAO, CFO or a designee and should be handled through a web based travel application. The travel subject matter expert (SME) in each Division will be responsible for



## PROCEDURES AND GUIDELINES

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preparing, reviewing and booking all travel and expense reports for the Chief of the Department. The SME will review all expense reports for appropriate documentation and receipts prior to submission to Finance for reimbursement. All procedures and guidelines will be adhered to regarding purpose of travel, travel request, hotel accommodations, flight arrangement, car rentals, expense report and any and all additional requirements.

City Council Members (domestic/international): Travel request(s) and expense report(s) for City Council members shall be approved by the Chairman of the Board or his designee. All other procedures and guidelines will be adhered to regarding the purpose of travel, travel request, hotel accommodations, flight arrangements, car rentals, expense reports and any and all additional requirements.

Board Travel Processing: Travel Request(s) and Expense Report(s) will be handled by the Senior Executive Assistant to the Chief Executive Officer and/or Board Liaison.

- Travel for any member of the Board of Directors (including necessary travel to and from Board meetings for any member who does not reside locally) must be approved by the attending Board Members (a quorum of four members) in the monthly Board Meeting prior to the actual travel.
- If the monthly Board Meeting does not take place prior to the travel, the preceding month's travel approval will take precedence.
- All other procedures and guidelines will be adhered to regarding purpose of travel, travel request, hotel accommodations, flight arrangements, car rentals, expense report and any and all additional requirements.
- **The Chairman of the Board or his designee will render approval of all Board members' expense reports and travel requests.** All expense reports shall be reviewed by the Accountant II, Billing and Travel before being submitted for final payment processing.

Subject Matter Experts: Appointed Travel Experts within each department will be responsible for booking travel for employees, helping with travel procedures, and assisting with expense report submissions. The Accountant II, Billing & Travel, Administrator will continue to provide overall support, monitoring and direction of the travel program.

Personal Leave/Extended Stays: If an employee desires to take leave in conjunction with official travel the following guidelines apply:

- Traveler must clearly indicate time approved leaves begins and ends on the expense report.
- Traveler will be responsible for any additional cost associated with Personal Leave/Extended Stays - airfare, hotel, car rental, meals, mileage, etc.
- Statement releasing JAXPORT of liability during any personal portion of travel that exceeds constructive travel time in conjunction with business travel must be signed by traveler prior to trip (Please see Accountant II, Billing and Travel for the Travel Liability Release Form) and a copy provided to Accountant II, Billing and Travel.
- If the traveler is on personal leave in conjunction with official JAXPORT business and the original intent of the travel gets canceled, the traveler will be responsible for reimbursing JAXPORT for



## PROCEDURES AND GUIDELINES

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any and all unrecoverable cost associated with the trip that otherwise could have been avoidable had it not been for the personal travel.

- The traveler must close out any auto rental agreement for the official JAXPORT business and obtain a separate agreement for personal use. Proof of both transactions must accompany the expense report.
- Reimbursement in the form of a check or money order from the employee for any additional cost associated with Personal Leave/Extended Stay must accompany the expense report.

### **III. PREPAID TRAVEL EXPENSES**

**Travel Advance:** A travel advance will be considered in cases of international travel and should be requested at least 14 days in advance. Advances will not be issued earlier than 10 business days prior to travel. Travel advances are intended for the following costs ONLY:

- 1) Transportation
- 2) Meals, at the per diem rate if travel is expected to last 5 full days or longer
- 3) Failure to provide the traveler with an advance will create a financial hardship for the traveler

No other expenses shall be authorized or included in the advance.

Upon completion of travel, the traveler is required to:

- Reconcile any expenses paid for with the cash advance
- Provide receipts for all cash advance monies used
- Return any unused monies
- Failure to account for the advance within 5 days, results in traveler owing the entire sum to JAXPORT.

### **IV. MEANS OF TRAVEL**

Travel will be deemed to have commenced at the lesser of; the time the traveler actually began travel, or the latest time required to arrive at the destination to accomplish the purpose of the travel. The same constructive travel time will be applied in the return of the traveler. The purpose of applying this constructive travel time regulation is to ensure the traveler spends the least possible time on official travel.

**Airline Common Carrier:** Airline reservations are made by the Traveler by means of the web based travel application, and or travel agencies. Regardless of the method, the traveler is responsible for obtaining the most economical coach fare at the time of booking.

**First Class Travel:** At no time will the Traveler request first class reservations under any circumstance.

**The following combination of officers will strive to adhere to the following guidelines for executive travel:**



## PROCEDURES AND GUIDELINES

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1. The Chief Executive Officer and no more than one (1) Director / Sr. Director on the same aircraft.
2. No more than two (2) Directors / Sr. Directors may fly on the same aircraft.
3. A Director/ Sr. Director and no more than one (1) direct report may fly on the same aircraft.

Note: Deviations from the policy must be authorized in writing by the Chief Executive Officer prior to the commencement of travel.

**Overnight Delays/Stopovers/Forced Layovers:** Should an airline delay necessitate an overnight stay, the traveler must first attempt to secure complimentary lodging from the airline. If unsuccessful, the traveler should contact Travel Incorporated at 855-890-5172, or the appropriate travel agency for assistance.

**Lost or Excess Baggage:** The ultimate responsibility for retrieving and compensating for lost baggage lies with the airlines. JAXPORT will not reimburse travelers for personal items lost while traveling on business.

Measures that can be taken to minimize baggage losses include:

- Always carry valuables (e.g., jewelry, laptop computers, cameras, etc.) on board the aircraft.
- Always carry important and/or confidential documents on board the aircraft.
- Clearly tag luggage with name, address and phone number.
- Retain baggage claim receipts for checked baggage.

**Excess/Overweight baggage charges will be reimbursed only in the following circumstances:**

- When traveling with heavy or bulky materials or equipment necessary for conducting business.
- Excess baggage consists of JAXPORT's records or property.
- When traveling for more than 5 consecutive days.

**Baggage Fees:** The usual and customary baggage fees that are charged by airlines will be reimbursed with appropriate receipts and documentation.

**Non-Refundable Tickets:** Unused tickets credits may be applied towards future flights. These credits must be used within one year of the issue date.

### **Travel via Vehicle:**

**Automobile Rental:** Travelers should rent a car to their destination when driving is more cost-effective than an airline, travel time by car is less than the cost of airfare and taxi to the location or transporting large or bulky material. When driving travel should not exceed 400 miles one-way.

The Traveler/Subject Matter Expert is responsible for booking the most economical and practical size car available.

The traveler should at all times carry a copy of the City and State Tax Exemption Certificate and make a reasonable effort to inform the provider of the City and State exception from such taxes





## PROCEDURES AND GUIDELINES

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when picking up a rental car. If after the request for tax exemption is made, taxes are still assessed, reimbursement to the traveler is appropriate. When traveler is traveling by a rented automobile, he/she will be reimbursed for tolls, parking and gas.

Rental Car Insurance – With In the State of Florida: For vehicles rented within the State of Florida, all forms of optional insurance shall be declined.

Rental Car Insurance – Out of the State of Florida/International: Travelers should accept all insurance coverage when renting cars out of the State of Florida or in a foreign country. Car rental insurance coverage purchased out of the State of Florida or in a foreign country is reimbursable. Please note that when renting with National/Enterprise, per our state contract we do not need to accept additional coverage.

Rental Car Accidents: Should a rental car accident occur, travelers should immediately contact:

- The rental car company;
- JAXPORT's Risk & Asset Manager

**Fleet Vehicle:** Use of a JAXPORT fleet vehicle is a preferred method of travel within our nine county radius. Please reference SOP 1109, Motor Vehicle Program.

**POV (Personally Owned Vehicle):** Use of a personally owned vehicle is allowed if it is the most cost effective means of travel.

## V. LODGING

Lodging shall be authorized and reimbursed at the reasonable, actual and necessary expense thereof, not to exceed the single room rate and associated taxes. Regardless of payment, the actual zero balance receipt must be submitted with the expense report.

High End Hotel Rates: Depending on the location of the business travel, if a daily hotel rate is considered to be on the high end, the Traveler shall select lodging that is the most economical available consistent with the duties being performed.

Lodging In-State: If travel is within the State the traveler should carry a copy of the City and State Tax Exemption Certificate as proof of the exemption from the certain sales and use taxes. The traveler should make a reasonable effort to inform the provider of the City and State exemption from such taxes. If after the request for tax exemption is made, taxes are still assessed, reimbursement to the traveler is appropriate.

Lodging in Foreign Country: Travelers performing foreign/international travel will be reimbursed for the actual cost incurred for lodging.



## PROCEDURES AND GUIDELINES

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If traveling to an event/conference, the traveler is allowed to stay at the hotel where the event/conference is taking place. Booking should take place in advance to take advantage of discounted conference rate.

Hotel Cancellation Procedures: Travelers are responsible for cancellation of hotel room within the allotted cancellation period. Travelers should request and record the cancellation number in case of billing disputes

### VI. REIMBURSABLE EXPENSES

Unless otherwise noted, all travel should originate from Jacksonville, Florida. The time traveled is the shorter of the time the traveler actually began travel or the latest time reasonably possible to arrive at the destination at the time required to accomplish the purpose of the travel. Based on airport requirements, travelers should arrive at the airport two hours prior to the time of departure(s).

For JAXPORT employees that do not reside within Duval County, the same procedures apply when traveling outside their respective county.

Privately Owned Vehicle: Travel will originate at the principal workplace i.e. JAXPORT facility during Monday through Friday or from the traveler's home during weekend or holidays; or at the traveler's home whichever is the lesser actual mileage to the destination. A traveler may elect to drive a Privately Owned Vehicle (POV) in lieu of air travel or the combination of air travel and auto rental or any other conveyance; however, the payment will be made at the lesser of actual expenses.

All mileage shall be computed from the point of origin to the point of destination. Auto mileage must reflect actual mileage traveled on official business. Any other miles traveled must be reported as vicinity miles and JAXPORT will determine if vicinity miles seem reasonable or excessive. Note: The distance between Jacksonville International Airport and return to JAXPORT facility will not exceed (15) miles in each direction.

For all travel made by Privately Owned Vehicle, reimbursement will be made at the current rate per mile prescribed by the Internal Revenue Service.

A cost analysis must be done to determine the most economical means of travel then reimbursement shall be at the lessor of:

- 1) The current IRS rate per mile for the entire distance, including vicinity miles or
- 2) The airline common carrier fare from the city to the airport nearest the point of travel  
Destination for all travelers using their Private Motor Vehicle, plus the IRS rate per mile for mileage equal to the distance from the airport to the point of destination plus any vicinity mileage.



**PROCEDURES AND GUIDELINES**

Mileage Reimbursement within Duval County: This mileage reimbursement guideline pertains to travel performed on official business within Duval County. An employee who uses his/her private vehicle for official JAXPORT business within Duval County is entitled to reimbursement per mile at the current IRS rate and also parking. These reimbursements are paid by completing an expense report through our automated system. Any staff member who receives a car allowance is not allowed to claim personal vehicle mileage within Clay, Duval or St. John’s County. Please reference SOP 1109, Motor Vehicle Program, filed under Human Resources. Below are standard inner city destinations with one way and roundtrip mileage calculations:

From PCOB to Destination’s Below	One Way	Roundtrip
Downtown (City Hall, Chamber, Hyatt)	4.2	8.4
Blount Island Marine Terminal - BIMT	15	30
Dames Point Marine Terminal – DPMT (Cruise Terminal)	12	24
Dames Point – DPMT (MOL/TraPac)	14	28
Jacksonville International Airport - JIA	15	30
Jacksonville Transportation Authority - JTA	5	10
Jacksonville Electric Authority -JEA	4.1	8.2
Duval County School Board – DCSB	7	14
The Jacksonville Landing	4.3	8.6
Jacksonville Zoo	8	16
Prime Osborne Convention Center	5.4	10.8
Times Union Center	4.3	8.6
Veterans Memorial Stadium /Metropolitan Park	3	6
Small Business Office (Gateway Mall)	4	8
University of North Florida - UNF	14.5	29
Florida State College of Jacksonville (North Campus)	10	20
Jacksonville University – JU	6.5	13.0
11 Street – Main Gate / Main Office	1	2

**Meal Per Diem:** While in travel status, meals shall be reimbursed at the following fixed rates only when travel begins before and extends beyond the times specified:

- 1) **Breakfast:** A Per Diem of ten dollars (\$10) is paid, when travel *begins before* 6:00 a.m. and *extends beyond* 8:00 a.m. A double Per Diem of ten (\$20) will be paid for International travel. For air travel ONLY, travel begins two (2) hours prior to the time the traveler’s conveyance actually departs or two (2) hours after the traveler’s flight has actually returned.



## PROCEDURES AND GUIDELINES

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- 2) **Lunch:** A Per Diem of fourteen dollars (\$14) is paid, when travel *begins before* 12:00 noon and *extends beyond* 2:00 p.m. A double Per Diem of fourteen (\$28) will be paid for International travel. For air travel ONLY, travel begins two (2) hours prior to the time the traveler's conveyance actually departs or two (2) hours after the traveler's flight has actually returned.
- 3) **Dinner:** A Per Diem of twenty-six (\$26) is paid, when travel *begins before* 6:00 p.m. and *extends beyond* 8:00 p.m., or when travel occurs during nighttime hours due to special assignments. A double Per Diem of twenty-six (\$52) will be paid for International travel. For air travel ONLY, travel begins two (2) hours prior to the time the traveler's conveyance actually departs or two (2) hours after the traveler's flight has actually returned.
- 4) If attending a conference and the traveler is provided one or more meals without a specific charge, the traveler is not entitled to per diem for which the meal is furnished.

### **Daily Per Diem:**

A daily per diem rate of \$50 domestically or \$100 internationally will be paid for an entire day when travel time for that day begins before 6:00 a.m. and extends beyond 8:00 p.m.

*NOTE: Documentation indicating meal inclusion/exclusion must be submitted with the Travel Expense Reimbursement Form.*

### **PHONE CALLS:**

Business Calls: Any travel related business calls are approved. All business calls must be supported with the **full name, title and company** for reimbursement. Failure to submit this information will forfeit reimbursement.

### Miscellaneous Reimbursable:

- 1) Ferry fares, bridge, road and tunnel tolls;
- 2) Parking fees-long term parking must be used on trips of four (4) or more days;
- 3) Storage fees;
- 4) Laundry cleaning is approved only if travel exceeds five (5) business days;
- 5) Bottled water consumption will be reimbursed at a reasonable level for **International travel only**; **Mini bar charges for water will not be reimbursed under any circumstance**;
- 6) Mini bar charges of any kind will not be paid by JAXPORT.
- 7) Personal expenses such as movies and non-business telephone calls will not be reimbursed by JAXPORT.



## PROCEDURES AND GUIDELINES

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- 8) Tips: Reimbursement request for tips for taxi, baggage handling and valet parking must be accompanied by a valid receipt or a signed affidavit for reimbursement.
- 1) Taxi fare to include tips (not to exceed 10% of fare – receipt required);
  - 2) Transportation of baggage not exceeding \$1 per bag per transfer, limited to no more than \$2 per transfers;
  - 3) Valet parking tips (not to exceed 10% of fee)
  - 4) Tips for porters, baggage carriers, bellhops, hotel maids, stewards and others may not exceed \$3 per day total
- 9) Miscellaneous fees charged by airlines such as baggage fees, seats upgrades to economy comfort and other similar expenses that are usual and customary will be reimbursed with appropriate receipts and documentation.
- 10) For additional miscellaneous reimbursements not covered directly in this policy, please reference, SOP 1232, SOP 1110 and SOP 1242.

### **VII. TRAVEL EXPENSE REPORT SUBMITTAL**

**Approval:** A Travel Expense Report must be completed online within (5) business days after the completion of domestic or foreign travel or within five (5) business days after the credit card transaction has been received. Late expense reports must be accompanied with an explanation explaining the reason for failure to meet the required deadline in the notes section. Failure to submit the expense report by the deadline (5 business days) will result in the loss of processing time and a delayed payment. Any expense reports submitted with incomplete information or incomplete documentation will be returned to the traveler for revisions and will result in the delay of processing, and/or disciplinary actions.

**Documentation/Receipts:** The traveler must retain the passenger receipt for expense report documentation. Actual receipts, conference materials, port promotions, itineraries, trip reports and other written documentation pertaining to travel must be included in the travel expense report. At all times the required fields located on the travel expense report must be completed (name, employee#, department, accounting code, and destination, departure and return time, purpose). These items must be attached to your expense report via fax or scan options. A signed and notarized affidavit is required when no receipt or no itemized receipt is available.

**Trip Report:** A trip report will be submitted as an attachment in cases where a traveler did not attend a conference, seminar or training. Each individual traveler must submit his or her own trip report detailing the accomplishments during the trip or a conference/seminar agenda.

Listed below are the items that must accompany a Travel Expense Report in order for the expense report to be processed and the traveler to be reimbursed when applicable:

- Approved Advance Request Form
- Notarized Affidavit Form
- Taxi Receipts
- Paid Lodging Bill with a zero
- Boarding Pass/Stubs-when
- Written explanation for not meeting



**PROCEDURES AND GUIDELINES**

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balance	available from the carrier *	5 day Travel Expense Report rule
• Foreign Cash Exchange Receipts	• Port Promotions Receipts	• Toll Receipts
• Receipts for foreign taxes	• Rental Car Receipts	•
• Trip Report	• Storage Receipts	•
• Conference Agenda	• Gasoline Receipts	•

\*Due to changes in the airline industry with regard to Boarding Passes and Electronic Ticketing (E-Tickets) the following will apply when E-Tickets are issued. In cases when the carrier does not issue/ return Boarding Passes (i.e. Southwest, Jet Blue, etc.) a receipt from your E-Ticket check-in is required for reimbursement.

Foreign Travel – While traveling in foreign countries, the credit card must be used in all possible cases. Reimbursement for such charges will be made based on the actual credit card transaction which will include the foreign exchange rate and the credit card conversion fee, if applicable.

**VIII. MONIES DUE TO JAXPORT**

For any errors in payment to the traveler, amounts are recovered in the following order:

1. Deducted from any pending travel reimbursements
2. If there are no pending reimbursements, a Personal check payable to JAXPORT
3. In cases of hardship, a deduction from the employee’s payroll check/checks

**FORMS:**           Travel Liability Release Form

**ADDITIONAL SOP REFERENCES: SOP 1109 MOTOR VEHICLE PROGRAM  
SOP 1232 PETTY CASH  
SOP 1242 PORT PROMOTION  
SOP 1110 RECRUITING AND RELOCATION**

**EFFECTIVE DATE:**

ADM103 – 10/1/2006; 12/20/2006; 6/25/2007; 12/3/2007; 10/1/2009; 9/29/2011; 1/31/13; 1/1/2015; 9/28/16;  
7/25/18

# CONFLICT OF INTEREST CERTIFICATE

**EXHIBIT B**

**JAXPORT Contract No.: C-1772**

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-1772**

## 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 Executive Director, 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-1772**

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## **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:** \_\_\_\_\_

**PUBLIC ENTITY CRIMES**  
**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES**

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.

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

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

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

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

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

\_\_\_\_\_  
**(signature)**

\_\_\_\_\_  
**(date)**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

PERSONALLY, APPEARED BEFORE ME, the undersigned authority,

\_\_\_\_\_ who, after first being sworn by me, affixed

**(name of individual signing)**

his/her signature in the space provided above on this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
**NOTARY PUBLIC**

My commission expires:

## **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.**

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Company Name

Name of Official (Please Print)

---

Signature of Principal

Title:

Date

**ELECTRONIC DATA REQUIREMENTS (E-BUILDER)**

**EXHIBIT**

**JAXPORT CONTRACT NO.: C-1772**

Contractor agrees to the following:

“The 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

**BIDDERS MINIMUM REQUIREMENTS  
SSA JACKSONVILLE CONTAINER TERMINAL  
CONTAINER YARD IMPROVEMENTS**

---

**DATE:** \_\_\_\_\_

**NAME OF BIDDER:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

Failure to complete this Form or the failure to demonstrate the required minimum experience, may cause the Bidder to be considered not qualified or the Bid to be considered non-responsive and the Bid rejected.

JAXPORT reserves the right to request any additional supporting documents deemed necessary after the Bid opening regarding the Bidder's previous work experience, and the Bidder shall provide such information within 48 hours of such request.

The following information is required in connection with your bid under Contract No. **C-1772**. The bidder must provide:

1. Bidder must 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 bidder shall include evidence signed by an officer of the bidder 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 the bidder 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

4. Are you prepared to accomplish the work in accordance with the project time frame specified on page **SC-2**? \_\_\_\_\_

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

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6. Bidder is to list a minimum of eight (8) projects similar in nature to the scope of work of this project with a contract value over \$30,000,000.00 performed 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	Average Annual Volume: \$

	<b>from Construction Contracts</b>	EST. Annual Capacity: \$
	\$	Largest Job in 5 Years:
	\$	
	\$	Description:

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

<b>Name</b>	<b>Address</b>	<b>Position</b>

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.

<b>Equipment Type, Capacity and Manufacturer</b>	<b>Age</b>	<b>Condition</b>	<b>Location</b>



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

# of licenses \_\_\_\_\_ Duration of  
licenses \_\_\_\_\_

12. 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 ten (10) years? \_\_\_\_\_ If yes, provide complete details:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

16. Has your firm been terminated for cause on any project in the past five (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:** \_\_\_\_\_

# DAVIS BACON WAGE RATE TABLES – FL20200164

"General Decision Number: FL20210164 01/01/2021

Superseded General Decision Number: FL20200164

State: Florida

Construction Type: Highway

County: Duval County in Florida.

## HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

## DAVIS BACON WAGE RATE TABLES – FL20200164

Modification Number    Publication Date  
 0                      01/01/2021

\* SUFL2013-025 08/19/2013

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 14.54	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 14.52	0.00
ELECTRICIAN.....	\$ 21.87	0.00
FENCE ERECTOR.....	\$ 10.75	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine) .....	\$ 12.37	0.32
HIGHWAY/PARKING LOT STRIPING: Painter.....	\$ 12.13	0.00
INSTALLER - GUARDRAIL.....	\$ 11.94	0.00
IRONWORKER, ORNAMENTAL.....	\$ 13.48	0.00
IRONWORKER, REINFORCING.....	\$ 15.77	0.00
IRONWORKER, STRUCTURAL.....	\$ 17.50	0.00
LABORER (Traffic Control Specialist) .....	\$ 11.32	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 13.61	0.00
LABORER: Common or General.....	\$ 10.81	0.00
LABORER: Concrete Saw (Hand Held/Walk Behind).....	\$ 12.40	0.00
LABORER: Flagger.....	\$ 12.02	0.00

## DAVIS BACON WAGE RATE TABLES – FL20200164

LABORER: Grade Checker.....	\$ 13.70	0.00
LABORER: Landscape & Irrigation.....	\$ 11.48	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 12.81	0.00
LABORER: Pipelayer.....	\$ 14.41	0.00
OPERATOR: Auger.....	\$ 12.43	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 15.22	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 12.51	0.00
OPERATOR: Boom.....	\$ 17.25	0.00
OPERATOR: Boring Machine.....	\$ 17.07	0.00
OPERATOR: Broom/Sweeper.....	\$ 11.79	0.00
OPERATOR: Bulldozer.....	\$ 16.09	0.00
OPERATOR: Concrete Finishing Machine.....	\$ 15.44	0.00
OPERATOR: Concrete Pump.....	\$ 19.57	0.00
OPERATOR: Concrete Saw.....	\$ 15.24	0.00
OPERATOR: Crane.....	\$ 21.35	0.00
OPERATOR: Curb Machine.....	\$ 19.33	0.00
OPERATOR: Distributor.....	\$ 15.01	0.00
OPERATOR: Drill.....	\$ 14.71	0.00
OPERATOR: Forklift.....	\$ 12.02	0.00
OPERATOR: Gradall.....	\$ 14.71	0.00

## DAVIS BACON WAGE RATE TABLES – FL20200164

OPERATOR: Grader/Blade.....	\$ 17.97	0.00
OPERATOR: Grinding/Grooving Machine.....	\$ 16.07	0.00
OPERATOR: Loader.....	\$ 13.94	0.00
OPERATOR: Mechanic.....	\$ 18.20	0.00
OPERATOR: Milling Machine.....	\$ 15.49	0.00
OPERATOR: Oiler.....	\$ 14.92	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 15.32	0.00
OPERATOR: Piledriver.....	\$ 17.23	0.00
OPERATOR: Post Driver (Guardrail/Fences).....	\$ 20.22	0.00
OPERATOR: Roller.....	\$ 12.81	0.00
OPERATOR: Scraper.....	\$ 12.01	0.00
OPERATOR: Screed.....	\$ 14.97	0.00
OPERATOR: Tractor.....	\$ 12.57	0.00
OPERATOR: Trencher.....	\$ 20.17	0.00
PAINTER: Spray.....	\$ 19.57	0.00
TRAFFIC SIGNALIZATION: Traffic Signal Installation.....	\$ 16.07	0.00
TRUCK DRIVER: Dump Truck.....	\$ 13.77	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 14.28	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 15.96	0.00
TRUCK DRIVER: Slurry Truck.....	\$ 11.96	0.00

# DAVIS BACON WAGE RATE TABLES– FL20200164

TRUCK DRIVER: Vactor Truck.....\$ 13.51      0.00

TRUCK DRIVER: Water Truck.....\$ 13.90      0.00

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

# DAVIS BACON WAGE RATE TABLES – FL20200164

## Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

## Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

## Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate

## DAVIS BACON WAGE RATE TABLES – FL20200164

that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210



# DAVIS BACON WAGE RATE TABLES – FL20200164

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

"

**BID FORM**  
**JAXPORT PROJECT NO.: B2020-01**  
**JAXPORT CONTRACT NO.: C-1772**  
**SSA JACKSONVILLE CONTAINER TERMINAL**  
**CONTAINER YARD IMPROVEMENTS**  
**JACKSONVILLE, FL**

**BIDDER'S NAME:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

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-1772**, at the following price:

**Scope of Work:** Furnish all labor, materials, equipment and supervision to perform improvements in paving, fencing, gates, drainage and lighting at the existing SSA Container Terminal, Yard Terminal at Blount Island Marine Terminal. The area to be improved is approximately 80 acres.

BID FORM								
SSA JACKSONVILLE CONTAINER TERMINAL								
CONTAINER YARD IMPROVEMENTS								
Bid Item	Description							
<b>GENERAL</b>								
	This category includes, but is not necessarily limited to:							
G1	Mobilization - Phase 1							
G2	Demobilization - Phase 7							
G3	Environmental BMP - Phase 1							
G4	Payment & Performance Bond - Phase 1							
	<b>GENERAL TOTAL</b>	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6	Phase 7
	Enter lump sum cost by Phase							
<b>DEMOLITION</b>								
	<b>DEMOLITION TOTAL</b>	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6	Phase 7
	Enter lump sum cost by Phase							
<b>UTILITIES</b>								
	Description							
	<b>UTILITIES TOTAL</b>	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6	Phase 7
	Enter lump sum cost by Phase							
<b>PAVEMENT</b>								
	Description							
	<b>PAVEMENTS TOTAL</b>	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6	Phase 7
	Enter lump sum cost by Phase							
<b>SITE WORK</b>								
	Description							
	<b>SITE WORK TOTAL</b>	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6	Phase 7
	Enter lump sum cost by Phase							
	<b>LUMP SUM TOTAL BY PHASE</b>							
	<b>LUMP SUM BID PRICE - GRAND TOTAL</b>							
	<b>ASPHALT PRICE INDEXING</b>	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6	Phase 7
INDEX	Asphalt (Quantity in lbs)							
INDEX	Bid Asphalt Price Index (BAPI)							

(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)

**BID FORM**  
**JAXPORT PROJECT NO.: B2020-01**  
**JAXPORT CONTRACT NO.: C-1772**  
**SSA JACKSONVILLE CONTAINER TERMINAL**  
**CONTAINER YARD IMPROVEMENTS**  
**JACKSONVILLE, FL**

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**BASIS OF AWARD:** The Authority reserves the right to award this contract to the bidder whose prices is the lowest based on the Lump Sum Bid Price Grand Total (Phases 1-7), subject to the availability of funds.

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

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

The Bidder represents that it has examined the site of the Work and informed itself fully in regard to all conditions pertaining to the place where the work is to be done; that it has examined the plans and specifications for the Work and other Contract Documents relative thereto and has read all of the Addenda furnished prior to the opening of the Bids, as acknowledged below; and that it has otherwise fully informed itself regarding the nature, extent, scope and details of the Work to be performed.

If provided with a Notice of Intent to Award the Contract by the Owner, the Bidder shall execute and deliver to the Owner all of the documents required by the Contract Documents, including but not limited to, the Contract Agreement and the Performance and Payment Bonds in the form contained in the Contract Documents, furnish the required evidence of the specified insurance coverages, furnish all necessary permits, licenses, materials, equipment, machinery, maintenance, tools, apparatus, means of transportation and labor necessary to complete the Work provided for in the Contract Documents for **C-1772**.

If the Bidder improperly withdraws its Bid or fails to execute and deliver to the Owner any of the documents required by the Contract Documents, within ten (10) days after the date of the Notice of Intent to Award, the Owner may seek recourse against the Bid Security as provided for in the Contract Documents.

The Bidder shall commence work specified herein within the time limits set forth in the General Provisions, which time limits the Bidder acknowledges are reasonable. If the Bidder fails to complete the Work within the scheduled time or any authorized extension thereof, Liquidated Damages, in accordance with the Contract Documents, shall be deducted from the Total Contract Price.

**BID FORM**  
**JAXPORT PROJECT NO.: B2020-01**  
**JAXPORT CONTRACT NO.: C-1772**  
**SSA JACKSONVILLE CONTAINER TERMINAL**  
**CONTAINER YARD IMPROVEMENTS**  
**JACKSONVILLE, FL**

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**For contracts equal to or exceeding \$25,000 - CERTIFICATION OF BIDDER REGARDING DEBARMENT AND SUSPENSION:**

The Contract that ultimately results from this solicitation is a "covered transaction" as defined by Title 2 CFR Part 180. The Bidder certifies, by submission of this Bid or acceptance of this Contract, that neither it nor its Principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded by any Federal department or agency from participation in this transaction. It further agrees that by submitting this Bid that, if it is the successful Bidder, it will comply with Title 2 CFR Part 1200 and Title 2 CFR Part 180, Subpart C by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction."

**For contracts equal to or exceeding \$25,000 - CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT AND SUSPENSION:**

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction," must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this Federally assisted project. The successful bidder shall accomplish this by: (i) Checking the System for Award Management at website: <http://www.sam.gov>, (ii) Collecting a certification statement similar to the previous Certificate of Bidder Regarding Debarment and Suspension, above, and (iii) Inserting a clause or condition in the covered transaction with the lower tier contract.

If the USDOT later determines that a lower tier participant failed to disclose to a higher tier participant that they were excluded or disqualified at the time it entered the covered transaction, the USDOT may pursue any available remedy, including suspension and debarment of the non-compliant participant.

**ADDITIONAL INSURED COST DISCLOSURE:**

Contractor's commercial liability and automobile insurance must include an endorsement for all additional insureds as provided in GP70-25(A). The cost, if any, of obtaining insurance that covers the Owner is not eligible for reimbursement from Airport Improvement Program grant proceeds. Contractor must disclose this cost by checking (✓) and/or completing one of the following statements:

\_\_\_\_\_ Contractor's insurance company does not charge for this endorsement, or

\_\_\_\_\_ Contractor's insurance company does charge for this endorsement and the cost is \$ \_\_\_\_\_.

**SEB/DBE PROGRAM ACKNOWLEDGEMENT:**

**BID FORM**  
**JAXPORT PROJECT NO.: B2020-01**  
**JAXPORT CONTRACT NO.: C-1772**  
**SSA JACKSONVILLE CONTAINER TERMINAL**  
**CONTAINER YARD IMPROVEMENTS**  
**JACKSONVILLE, FL**

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By submitting a Bid under this solicitation, Bidder represents that it has reviewed and familiarized itself with the Owner's Small Emerging Business Enterprise Disadvantaged Business Enterprise Participation Program (DBE).

**CERTIFICATION OF BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS:**

The Bidder must complete the following two certification statements. The Bidder must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (☐) in the space following the applicable response. The Bidder agrees that, if awarded a Contract resulting from this Solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

**Certifications:**

**(1) The Bidder represents that:**

it is

it is not

a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

**(2) The Bidder represents that:**

it is

it is not

a corporation that was convicted of a criminal violation under any Federal law within the preceding twenty-four (24) months.

If a Bidder responds in the affirmative to either of the above representations, the Bidder is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The Bidder therefore must provide information to the Owner about its tax liability or conviction to the Owner, who will then notify the USDOT District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

**Term Definitions for this Certification:** Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559. Tax Delinquency: A tax

**BID FORM**  
**JAXPORT PROJECT NO.: B2020-01**  
**JAXPORT CONTRACT NO.: C-1772**  
**SSA JACKSONVILLE CONTAINER TERMINAL**  
**CONTAINER YARD IMPROVEMENTS**  
**JACKSONVILLE, FL**

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delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

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

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

Addendum No. 1, Dated: \_\_\_\_\_ Initials: \_\_\_\_\_

Addendum No. 2, Dated: \_\_\_\_\_ Initials: \_\_\_\_\_

Addendum No. 3, Dated: \_\_\_\_\_ Initials: \_\_\_\_\_

Addendum No. 4, Dated: \_\_\_\_\_ Initials: \_\_\_\_\_

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

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Name of Contractor

AUTHENTICATION (see "Supplemental Instructions to Bidders")

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Firm

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

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Authorized Signature	Date Executed
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Typed Name	Title
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---

Telephone Number	Facsimile Number
------------------	------------------

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Company Federal Tax I.D. No.	Company's Business License No.
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**BID BOND FORM**  
**JAXPORT CONTRACT NO.: C-1772**  
**SSA JACKSONVILLE CONTAINER TERMINAL**  
**CONTAINER YARD IMPROVEMENTS**  
**JACKSONVILLE, FL**

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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 CONTRACT NO.: C-1772**  
**SSA JACKSONVILLE CONTAINER TERMINAL**  
**CONTAINER YARD IMPROVEMENTS**  
**JACKSONVILLE, FL**

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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 \_\_\_\_\_,  
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



**SEB FORMS**

**JAXPORT SCHEDULE OF SUBCONTRACTOR PARTICIPATION**

Name of Proposer: \_\_\_\_\_

Project Title: \_\_\_\_\_

ITB Number: \_\_\_\_\_ TOTAL CONTRACT \$: \_\_\_\_\_

**\*\*Please list all JSEB/MBE/WBE/DBE/SBAS**

NAME SUB FIRM CONTRACT	ADDRESS OF FIRM	TYPE SUB DBE, WBE, ETC.	TYPE OF WORK TO BE PERFORMED	TOTAL VALUE & \$\$ PERCENTAGE
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

**As Applicable, Please Submit this form with your:**

**BID FORM (Invitation to Bid – ITB)**

The undersigned will enter into a formal Agreement with the SEB Suppliers/Consultants/SUBCONTRACTORS identified herein for work listed in this scheduled conditioned upon execution of a contract with JAXPORT. Under penalties of perjury I declare that I have read the foregoing conditions and instructions and the facts are true to the best of my knowledge and beliefs.

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

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

SEB FORMS

JAXPORT CERTIFIED SEB PARTICIPANT IDENTIFICATION AFFIDAVIT

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

I hereby declare and affirm that I am the \_\_\_\_\_ (Title: Owner, President, etc.)

And duly authorized representative of \_\_\_\_\_ (Name of Firm)

Whose address is \_\_\_\_\_

I hereby declare and affirm that I am a CERTIFIED SEB as defined by the contract documents for this Bid # \_\_\_\_\_, and that I will provide documentation to this fact. This firm is interested in quoting/proposing on the following work being procured by the JAXPORT under this Bid.

Specify whether participation is as a SUBCONTRACTOR, Supplier, Manufacturer or Service \_\_\_\_\_

Specify % of Contract SEB firm will receive: % \_\_\_\_\_

Specify Quote or Bid Amount: \$ \_\_\_\_\_

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED ON BEHALF OF THE FIRM TO MAKE THIS AFFIDAVIT.

(Date) \_\_\_\_\_ (Affiant) \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Personally known \_\_\_\_\_

OR produced identification \_\_\_\_\_ Notary Public-State of \_\_\_\_\_

\_\_\_\_\_ My commission expires \_\_\_\_\_ (Type of identification)

\_\_\_\_\_  
(Printed, typed or stamped  
Commissioned name of Notary Public)

The CONTRACTOR must submit (1) one form completely filled out for each individual SEB participant.

**SEB FORMS**  
**JAXPORT LETTER OF INTENT TO PERFORM**

TO: \_\_\_\_\_  
(Name of General Contractor / Bidder)

JAXPORT PROJECT TITLE: \_\_\_\_\_ NO.: \_\_\_\_\_

The undersigned intends to perform work in connection with the above Project as (Check one):

\_\_\_\_\_ An individual                      \_\_\_\_\_ a corporation

\_\_\_\_\_ A partnership                      \_\_\_\_\_ a joint-venture

**SEB GROUP STATUS:**

\_\_\_\_\_ African American                      \_\_\_\_\_ Hispanic, Asian, or Native American

\_\_\_\_\_ Women Business Owner                      \_\_\_\_\_ Other socially disadvantaged individual  
Including JSEB

I, undersigned, understand that the price below is a representative of my intent to perform the scope of work stated below. I further understand that this price is subject to increase or decrease due to the status of the undersigned is confirmed on the attached SEB Contractor Identification Affidavit.

Specify in detail, work items or parts thereof to be performed:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

At the following price; \$ \_\_\_\_\_  
\_\_\_\_\_ % of the total dollar value of this subcontract will be awarded to non-minority SUBCONTRACTORS.

The undersigned agrees to enter into a contract with you to perform as a SUBCONTRACTOR on work for which you have been awarded.

\_\_\_\_\_ (Date)                      \_\_\_\_\_ (Telephone)                      \_\_\_\_\_ (Name of **Certified** SEB SUBCONTRACTOR)

\_\_\_\_\_ (Firm Address)                      By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_ (City and State)                      Name: \_\_\_\_\_  
(Typed)

Title: \_\_\_\_\_

**The Contractor must submit (1) one form completely filled out for each individual SEB participant.**

**SEB FORMS**

**JAXPORT SEB UNAVAILABILITY CERTIFICATION**

I, \_\_\_\_\_,  
(Name) \_\_\_\_\_ (Title)

of \_\_\_\_\_, certify that on the dates below, I invited the following **CERTIFIED** SEB (s) to propose work items to be performed on JAXPORT Bid.

Date of Request	Name of <b>CERTIFIED</b> JSEB/MBE/WBE/DBE/SBA(s) Firm	Response (Y/N)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The following submitted Bids that were not acceptable:

Name of <b>CERTIFIED</b> JSEB/MBE/WBE/DBE/SBA(s)	Reason for Unacceptability
_____	_____
_____	_____
_____	_____

Date: \_\_\_\_\_ By: \_\_\_\_\_  
(Signature)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Personally known \_\_\_\_\_

OR produced identification \_\_\_\_\_ Notary Public-State of \_\_\_\_\_

\_\_\_\_\_ My commission expires \_\_\_\_\_  
(Type of identification)

\_\_\_\_\_  
(Printed, typed or stamped commissioned name of  
Notary Public)

**SEB FORMS**  
**JAXPORT**  
**CONTRACTOR'S "MONTHLY REPORT"**

PRIME CONTRACTOR NAME: \_\_\_\_\_ PROJECT TITLE: \_\_\_\_\_  
 PROFESSIONAL SERVICES NO.: \_\_\_\_\_ - OR - ITB NO: \_\_\_\_\_  
 CURRENT CONTRACT TOTAL AMOUNT \$ \_\_\_\_\_ CONTRACT NO.: \_\_\_\_\_

**INVOICE INFORMATION**

INVOICE NO.: \_\_\_\_\_ CURRENT INVOICE \$: \_\_\_\_\_  
 FOR PERIOD ENDING DATE: \_\_\_\_\_ CUMULATIVE INVOICED \$: \_\_\_\_\_  
 CONTRACT % COMPLETE: \_\_\_\_\_

**CONTRACT GOAL TRACKING**

SEBGOAL \$: _____ PRIOR MONTH CUMULATIVE JSEB/MBE/WBE/DBE/SBAS: _____ PRIOR MONTH CUMULATIVE NON- JSEB/MBE/WBE/DBE/SBAS: _____ CUMULATIVE JSEB/MBE/WBE/DBE/SBAS: _____ CUMULATIVE NON- JSEB/MBE/WBE/DBE/SBAS: _____	SEBGOAL %: _____  FORMULA FOR CURRENT MONTH %: CUMULATIVE \$ / CUMULATIVE \$ INVOICED  CUMULATIVE JSEB/MBE/WBE/DBE/SBA%: _____  CUMULATIVE NON- JSEB/MBE/WBE/DBE/SBA%: _____
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**SEBSUBCONTRACTORSTO BE PAID FROM THIS INVOICE**

COMPANY NAME	FEDERAL I.D. NO.	ZIP CODE	JSEB/MBE/WBE /DBE/SBATYPE <small>1</small>	TYPE OF WORK <sup>2</sup>	\$ THIS PAYMENT
<b>TOTAL</b>					

<sup>2</sup>TYPE OF WORK: Examples: Catering, Clerical, Consulting, Engineering, Hauling, Janitorial, Masonry, Site Clearing, Technical Support

**Notes:**

1. THIS MONTHLY FORM MUST BE COMPLETED AND SUBMITTED WITH ALL REQUESTS FOR PAYMENT AND FINAL PAYMENT.
2. CONTRACTOR shall attach to this form a typewritten explanation of any differences in SEB participation from original contract commitment.

The undersigned hereby affirms and declares that the above listed firm(s) were actually employed in the performance of work services under this contract, and further that each such firm earned and has been paid the stated amounts for their respective efforts.

Signature \_\_\_\_\_  
 Name (printed): \_\_\_\_\_

**CERTIFICATION OF ATTESTMENTS SIGNATURE PAGE**

**Submission of a bid in connection with JAXPORT’s Invitation to Bid (ITB) C-1772 SSA  
Jacksonville Container Terminal, Container Yard Improvements**

The undersigned (“Bidder”) submits this bid in the response to JAXPORT’s Invitation to Bid (ITB) C-1772 SSA Jacksonville Container Terminal, Container Yard Improvements as amended by (enter the date of each Addendum issued):

Addendum No. 1, Dated \_\_\_\_\_

Addendum No. 2, Dated \_\_\_\_\_

Addendum No. 3, Dated \_\_\_\_\_

Addendum No. 4, Dated \_\_\_\_\_

Enclosed, and by this reference incorporated in and made part of this ITB, are each as required to be submitted in accordance with the ITB.

The Bidder represents and warrants that it has read the ITB and agrees to abide by the contents and the terms of the ITB and the statements and commitments in the Bidder’s bid.

Furthermore, the Bidder agrees that JAXPORT will not be responsible for any errors, omissions, inaccuracies, or incomplete statements in the ITB.

Bidder acknowledges that it received all addenda specifically listed above, together with those sets of ITB Comments and published responses made available through the ITB Due Date.

The Bidder understands and agrees that all costs and expenses incurred in preparing this bid and participating in the procurement process for this ITB will be borne solely by the Bidder.

The Bidder understands that JAXPORT is not bound to any Bidder and may reject each bid that JAXPORT may receive.

The Bidder acknowledges and agrees to the protest provisions and understands that it limits the Bidder’s rights and remedies to protest or challenge the ITB or any determination thereunder.

**Additionally, the Bidder attests to the following (place initials and date next to each item):**

A. \_\_\_\_\_ I hereby attest that I, as the Bidder, agree to comply with The Buy American Act, 41 U.S.C.§§ 8301-8305, and I have fully read and agree to follow the requirements of Article 18.2

of the Build Grant Agreement (Appendix A of C-1772). Failure to follow The Buy American Act and Article 18.2 may result in termination of the contract and/or financial penalties.

- B. \_\_\_\_\_ I hereby attest and understand that JAXPORT is entitled to recover from the Bidder any and all funds that have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner under this Project.
- C. \_\_\_\_\_ I hereby attest that I, as the Bidder, have fully read the Build Grant Agreement for this Project (Appendix A of C-1772), including, but not limited to, Exhibit A “Applicable Federal Laws and Regulations I hereby attest that I, as the Bidder, understand all of the applicable laws and regulations for this Project and agree to comply with all of the applicable laws, regulations, and executive orders. I understand that failure to comply with the applicable laws, regulations, and executive orders may result in a termination of the contract and/or financial penalties.
- D. \_\_\_\_\_ I hereby attest that I, as the Bidder, has read, fully understands, and agrees to comply with Exhibit B3 of the Build Grant Agreement (Appendix A of C-1772), providing a drug-free workplace and the notification requirements. The Bidder will provide each employee a copy of the required statement in Exhibit B3, paragraph 1, notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited at JAXPORT and while working on this Project, and specifying that actions will be taken against employees for violation of such prohibition.
- E. \_\_\_\_\_ I have fully read and understand Exhibit B5 of the Build Grant Agreement (Appendix A of C-1772) and further attest and affirm that I, as the Bidder, do not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. I also attest and affirm that I, as the Bidder, have not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.
- F. \_\_\_\_\_ I agree to timely provide JAXPORT with the required information under the Transparency Act, as defined at 2 C.F.R. 170.320, and Exhibit C1 of the Build Grant Agreement (Appendix A of C-1772). I understand that failure to comply with these requirements may result in termination of the contract and/or financial penalties.

G. \_\_\_\_\_ I have fully read and understand Exhibit C4 (Appendix A of C-1772), Trafficking in person, and agree to fully comply with the requirements. I understand that failure to comply with these requirements may result in termination of the contract and/or financial penalties.

H. \_\_\_\_\_ I have fully read and understand Exhibit C5 (Appendix A of C-1772), Policy to Ban Text Messaging While Driving, and agree to fully comply with the requirement. I understand that failure to comply with these requirements may result in termination of the contract and/or financial penalties.

Bid's shall be signed below; including typed or printed name and title of the signer. Bid's must be signed by an individual with the authority to bind the Contractor. The signature of Authorized Representative on the bid must be made by an officer of the Contractor if the Contractor is a corporation, by a partner if the firm is a partnership, or by the proprietor, if the firm is a sole proprietorship.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
DUNS Number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Signatory





**CONTRACT RELATED DOCUMENTS**

**FOR**

**SSA JACKSONVILLE CONTAINER TERMINAL  
CONTAINER YARD IMPROVEMENTS**

**Contract No.: C-1772**

**FEDERAL FUNDING**

**U.S. DEPARTMENT OF TRANSPORTATION**

**MARAD FY19 BUILD GRANT**

**AWARD NO. 693JF72040002**

**STATE OF FLORIDA, COUNTY OF DUVAL, CITY OF  
JACKSONVILLE**

# CONTRACT RELATED DOCUMENTS

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# GENERAL CONDITIONS

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# GENERAL CONDITIONS

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## SECTION I.: PRELIMINARY MATTERS

### 1. Definitions

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. SSA Marine and SSA Jacksonville, LLC (collectively, "SSA") shall be a third-party beneficiary under this Contract, and the duties that the Contractor owes to JAXPORT as "Owner" under this Contract, it shall equally owe to SSA. Contractor accepts the relationship of trust and confidence established between itself, Owner, and SSA by virtue of this Contract. Contractor covenants to furnish the skill and judgment reflected in its Bid and to cooperate with Owner, SSA, and other contractors and consultants in furthering the interests of Owner and SSA with respect to delivery of the Project.

Owner Representative/Program Manager: The Owner will designate an individual or firm to be Program Manager for all work to be accomplished under the contract. All instructions and correspondence to the Contractor will be issued by the Program Manager and all requests, invoicing, and correspondence from the Contractor will be directed to the Program Manager. The Program 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:

PROGRAM MANAGER CONTACT INFORMATION TO BE PROVIDED AT EXECUTION OF CONTRACT

Inspector: The Program Manager may appoint Inspectors. Inspectors shall be authorized to inspect all work done, and materials furnished. Inspectors 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. Inspectors shall have the authority to reject nonconforming materials and workmanship, 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.

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 its sole expense.

Work: Where used in these Contract Documents, the word "Work" shall include all

## **GENERAL CONDITIONS**

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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.

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).

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.

Certificate(s) 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, or a portion thereof, 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.

OAR: Owner's Authorized Representative

### **2. Contract Documents**

- a. **General:** The Contract Documents shall consist of the documents identified in Article 2 of the Agreement. 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 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.
- c. **Conflicts and Discrepancies:** The Contractor shall take no advantage of any error or omission which it might discover in the plans or specifications but shall, within 5 working days, notify the Owner, in writing, 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

## GENERAL CONDITIONS

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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 and Contract Modifications
- 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. 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 Contract as applicable.
- d. Subcontracted work volume may reflect the JSEB/MBE/DBE/WBE/SBE Participation goals described in the "Instructions to Bidders".

### **4. Separate Contracts, No Guaranty of Work**

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).

Contractor acknowledges that it is not entitled to receive any phase of work under this Contract. Contractor hereby waives all claims for anticipated profits and all claims based upon Owner's decision to not proceed with the Project or any phase,

## GENERAL CONDITIONS

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portion or component thereof.

### 5. Non-discrimination Provisions

The Contractor, upon execution of the Contract, 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.

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.

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:

[Discriminatory Vendor List](#)

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.

See Special Conditions for additional federal non-discrimination requirements.

### 6. Wage and Employment Laws

- a. The Contractor shall observe and comply with Federal, State, and local laws relating to wages, rates of pay, and employment requirements, including applicable E.E.O. and Affirmative Action requirements.

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

## **GENERAL CONDITIONS**

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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. Public Records**

When the Contractor receives any request to inspect or copy any records that relate to this Contract, it shall promptly provide JAXPORT with a copy of the request. JAXPORT will respond to each such request on behalf of itself and the Contractor and the Contractor agrees to fully cooperate with JAXPORT with regard to all records requests and comply with all decisions made by JAXPORT regarding the production/disclosure. The Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the JAXPORT in order to perform the services being performed by the Contractor.
2. Upon request from JAXPORT, provide the public with access to public records on the same terms and conditions that JAXPORT would provide the records and at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, as amended, or as otherwise provided by law.
3. Except as authorized by law, ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed for the duration of the Agreement term as well as following completion or termination of the Contract if the Contractor does not transfer the records to JAXPORT.
4. Upon completion or termination of the Contract, transfer, at no cost, to JAXPORT all public records in possession of the Contractor or keep and maintain the public records required by JAXPORT and the law to perform the service. If the Contractor transfers all public records to JAXPORT upon completion or termination of the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion or termination of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to JAXPORT in a format that is compatible with the information technology systems of JAXPORT.
5. Failure to grant such public access or otherwise comply with JAXPORT's request for records will be grounds for immediate termination of this Contract by JAXPORT. In the event of such failure, JAXPORT shall also



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enforce the Contract provisions in accordance with this Contract.

6. Failure to provide the public records to JAXPORT within a reasonable time may also subject the Contractor to penalties under section 119.10, 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 OR [public.records@JAXPORT.com](mailto:public.records@JAXPORT.com); JACKSONVILLE PORT AUTHORITY, PUBLIC RECORDS REQUEST, 2831 TALLEYRAND AVENUE, JACKSONVILLE, FLORIDA 32206.**

### **9. Right to Audit and Records Retention**

- a. The Contractor agrees to provide JAXPORT, SSA, the United States Department of Transportation (USDOT) 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.
- b. Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. All records pertaining to the Project shall be retained by the Contractor for a period of not less than three years from the date of final acceptance of the Project or termination of the Contract, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto, and 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.
- c. Contractor agrees to provide sufficient access to the federal government and its contractors to inspect and audit records and information related to performance of this Contract as reasonably may be required. Contractor is notified that Owner may be subject to the Single Audit Act, set forth in 2 CFR Part 200, Subpart F – Audit Requirements, as amended.
- d. 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.

## **GENERAL CONDITIONS**

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- e. The Contractor agrees to permit the federal government and its contractors access to the sites of performance under this Contract as reasonably may be required.
- f. The Contractor agrees to include the above clauses in each of its subcontracts for the Project. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

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## SECTION II.: THE WORK

### 1. Contractor's Responsibility

The Contractor acknowledges and declares that the Contract Documents are sufficient to enable the Contractor to complete the Work as shown in the Contract Documents or, if not specifically shown, to perform the activities which may be reasonably inferred as necessary for completion of the Work in accordance with the requisite time frame, applicable laws, statutes, building codes, regulations, or as otherwise required by the Contract Documents.

The Contractor shall take field measurements, verify field conditions and carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be immediately reported in writing to the Owner and Program Manager, and in no event later than seven (7) days after discovery by the Contractor. If the Contractor performs any construction activity which the Contractor knows or should have known contains an error, inconsistency or omission, the Contractor shall be responsible for such performance and shall bear the cost for correction.

The Contractor represents that it is familiar with the Project site and has received all information it needs concerning the conditions of the Project site. The Contractor represents that it has inspected the location of the Work and has satisfied itself as to the location and condition thereof, including, without limitation, the location and condition of all structures, utilities, and surface and subsurface conditions. At no additional cost to the Owner, the Contractor shall undertake all further investigations and studies as may be necessary or useful to determine the location and condition of structures, utilities, surface and subsurface conditions. The Contractor shall exercise special care in executing Work in proximity of known utilities, improvements, and easements. The Contractor shall be solely responsible for the location of any existing utilities. Based upon the foregoing inspections, understandings, agreements and acknowledgments, the Contractor agrees and acknowledges: (i) that the Total Contract Price is just and reasonable compensation for all the Work, including all reasonably foreseen and foreseeable risks, hazards, and difficulties in connection therewith; (ii) that the Contract Time is adequate for the performance of the Work; and (iii) that the Work shall not result in any unintended lateral or vertical movement of any existing structure. The Contractor shall have no claims whatsoever for concealed or unknown conditions except as described in GC, Section III.1.

Until final acceptance of the Work 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.

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

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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.

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.

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.

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 conforming to these standards may be considered defective and rejected.

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. Contractor covenants and agrees that the Work is owned by the Owner and neither Contractor nor any successors in interest shall, or have any right to, claim depreciation deductions or investment tax credits for federal income tax purposes with regard to the Work.

The Contractor shall review the Contract Documents to determine the applicability of any and all laws, ordinances, rules, regulations and lawful orders of public authorities that may govern the Work. 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. If the Contractor performs Work contrary to laws, statutes, ordinances, building codes, rules or regulations, the Contractor shall correct the Work and be responsible for all costs associated therewith.

The Contractor shall be responsible for the acts and omissions of all its employees, all subcontractors, suppliers, agents and employees and all other persons performing any of the Work under a contract with, or under the supervision of the Contractor.

Contractor is required to record daily, the progress of the Project and submit electronically in E-Builder; daily progress reports to the OWNER including information on the subcontractor's work, and the percentage of completion.

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 subcontractors for Work on the Project shall work in harmony with and be compatible with all other labor being used by building and construction contractors

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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.

### **Submittal Procedures**

Contractor shall submit each shop drawing Submittal for review electronically in E-Builder.

Preliminary Shop Drawing Data: Within 20 days after the Award of the Contract the Contractor shall submit to the Program 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 Program Manager a complete schedule of shop drawing submittals fixing the respective dates for submission, the beginning of manufacture, testing, and installation of materials, supplies and equipment, noting those submittals critical to the progress schedule.

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

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

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

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 Program Manager on previous submissions. The Contractor shall make any corrections required by the Program Manager.

The Program 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 Program 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.

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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 Program 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 Program Manager's and/or Engineer of Record's approval at the job site at all times.

### **Shop Drawings and Samples**

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.

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.

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 Program 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

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drawing approval, in advance of such approval.

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.

The Owner will furnish such information as is available at the time of contract award as to control points, benchmarks, recent surveys, or soundings concerning the worksite, and adjacent facilities, utilities, or structures. The Contractor, not the Owner, shall be responsible for any and all verifications required, extensions of survey control for the Work, ancillary surveying, location of centerlines, baselines, additional benchmarks, and any other measurements necessary for construction or design purposes, as appropriate.

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

### **2. Execution of the Work**

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.

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

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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 Program 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 Program 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.

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.

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.

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 Program 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.

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 Program Manager on a sound, rational, and convincing basis that its intended action is in the best interest of the Project.



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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.

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.

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.

Heavy equipment shall not be operated close enough to new or previously existing structures to cause damage, disturbance or displacement.

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 Program 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 Program 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.

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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.

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.

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.

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 Program Manager until the construction site is available again at no cost to the Owner.

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.

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.

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 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.

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### **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 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. Final payment and any retainage may be withheld until completion of the Punch List items by the Contractor, and accepted by the Owner. The Owner may supplement the Punch List at any time based on the disclosure of defective or incomplete work.

### **4. Tests and Inspections**

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 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 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.

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.

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

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of the Contract.

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

### **5. Time**

All time limits stated in the Contract Documents shall be consecutive calendar days unless otherwise stated.

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 considered in establishing the contract time allowed for the Work.

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 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.

### **7. Correction of the Work**

- a. Removal of Unacceptable Work. All work that does not conform to the requirements of the Contract, Plans and Specifications will be considered unacceptable. The Owner or Program Manager is authorized to reject Work

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which does not conform to the Contract. Unacceptable Work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the Work, shall be removed immediately and replaced in an acceptable manner. Work so done may be ordered removed or replaced at the Contractor's expense.

- b. Correction of Work. The Contractor shall promptly correct Work rejected by the Program Manager, Owner or any governmental authority that fails to conform to the requirements of the Contract, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including additional testing and inspections and compensation for the Program Manager's, Consultants, and Designer's services and expenses incurred by the Owner.

If, within one year after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties or by terms of an applicable special warranty required by the Contract Documents, any of the work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall, at its cost, correct it promptly after receipt of written notice from the Owner or Program Manager to do so unless the Owner has previously given the Contractor a written acceptance of that specific condition. This period of one year shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the Final Completion of the Work. The obligations under this paragraph shall survive acceptance of the Work under the Contract and termination of the Contract. Even after the expiration of the one-year period, the Contractor shall cooperate with the Owner to resolve any issues that may arise with product warranties provided under this Contract.

The Contractor shall remove from the site portions of the Work which are not in accordance with the requirements of the Contract and are neither corrected by the Contractor nor accepted by the Owner.

If the Contractor does not proceed with correction of such nonconforming Work within a reasonable time fixed by written notice from the Program Manager, the Owner may correct or remove such nonconforming Work and all costs for such corrections or removals shall be assessed against the Contractor.

The Contractor shall bear the cost of correcting destroyed or damaged Work, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's performing correction or removal of Work which is not in accordance with the requirements of the Contract.

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Nothing contained in this subsection shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract. Establishment of the time period of one year as described above relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability and damages with respect to the Contractor's obligations other than specifically to correct the Work. Nor shall anything contained in this subsection be construed to limit any other remedies available to the Owner under the Contract or Florida law.

- c. Acceptance of Nonconforming Work. If the Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Price will be reduced in an equitable manner through a Contract Modification as determined by the Program Manager whether or not final payment has been made.

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## SECTION III.: CHANGES AND DISPUTES

### 1. 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, the Program Manager and 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 E-Builder to the Program Manager 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:

- 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

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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 50% 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 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:

(I) Allowable Hourly Equipment Rate = Monthly Rate/176 x Adjustment Factors x 80% or an amount less than.

(II) Allowable Hourly Operating Cost = Hourly Operating Cost x 80% or an amount less than.

(III) Allowable Rate per Hour = Allowable Hourly Equipment Rate x 80% + Allowable Hourly Operating Cost or an amount less than.

(IV) Standby Rate = Allowable Hourly Equipment Rate x 40% or an 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.

The percentage mark-up for those items listed in Section III,



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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.

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.

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 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.

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.

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 Program 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).

Bond Liability. Any changes made in the specifications for the work by

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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.

### 2. Claims

- a. Owner's liability to Contractor for any claims arising out of or related to the subject matter of this Contract, (including, but not limited to, claims for extension of construction time, for additional work, or for payment by Owner of the costs damages or losses because of concealed conditions), shall be governed by the following provisions:
  - 1) The Contractor must submit a Notice of Claim and proposed Change Order to Owner and Program Manager or its designee within 5 business days of when the Contractor first became aware, or should have become aware through the exercise of reasonable due diligence expected of a skilled Contractor, of the occurrence of the event giving rise to the possible claim. Daily reports, Applications for Payments and other administrative documents required by this Contract do not constitute written notice of a claim.
  - 2) Within 5 business days of submitting its Notice of Claim and proposed Contract Modification to Owner, the Contractor shall submit to Owner its written analysis and back-up documentation for the claim, which shall include a detailed statement of all elements of the claim, a description of the work affected, a timeline or schedule of events related to the claim and an itemized, detailed cost breakdown sufficient to analyze the value and time impact of the claim, specifically describing all cost and time impacts. Failure to comply with the time requirements for providing written notice and substantiation of Claims shall result in a waiver of the applicable Claim. Under no circumstances shall the Contractor be entitled to any indirect, incidental, special, or consequential damages in any proceeding arising out of or relating to this Contract or the breach thereof. All requests for additional time shall be supported by a detailed Critical Path Method (CPM) analysis with all necessary supporting documentation to satisfy Owner that there are impacts to the critical path of the Project schedule, unless amendments thereto have been approved by Owner.
  - 3) For any claim made by the Contractor under this Contract, the basis of

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which includes a claim by a subcontractor, or any other person or entity under the Contractor's control, for acts or omissions allegedly attributable to Owner or SSA, the Contractor must certify by affidavit that it has carefully examined each subcontractor's claim and has verified the truth and accuracy of each claim. Such examination and verification must be made by the Contractor prior to the submission of any subcontractor claim to Owner. A copy of such certification shall be provided to Owner contemporaneous with the submission of any subcontractor claim to Owner. Owner will not consider any claim that has not been properly certified by the Contractor and such certification shall constitute an express condition precedent to the Contractor having a cause of action against Owner that includes a subcontractor's claim.

- 4) The Contractor's compliance with the Notice of Claim and documentation requirements set forth in Paragraphs (a) through (c) above is an express condition precedent to the Contractor having a cause of action against Owner and to any other dispute resolution process in this Agreement. The failure to comply with Paragraphs (a) through (c) above shall constitute a waiver of any claim.
  - 5) Owner, in coordination with SSA, shall deliver to the Contractor a written determination of the claim and issue any corresponding Change Order, if applicable, within a reasonable time.
  - 6) The parties shall make every effort to work in good faith and cooperate to fully resolve any claim and agree upon a Change Order.
  - 7) If an agreement cannot be reached on a properly submitted claim prior to initiation of any litigation, the parties shall engage in pre-suit mediation.
- b. Continuing Contract Performance. Pending final resolution of a Claim, including, but not limited to during the process set forth in Paragraphs 1.4 and 1.5, the Contractor shall proceed diligently with performance of the Work. Neither the Owner's payment on an Application for Payment pending final resolution of a Claim nor the Owner's agreement to relief in connection with a Claim, RCO, or otherwise shall be deemed to expressly, impliedly, by course of conduct or otherwise, waive the requirements for notice and substantiation of Claims.
- c. By making final payment, the Owner does not waive any of its rights in law or under the Contract arising from: (a) liens, claims, security interests or encumbrances arising out of the Contract and unknown or unsettled at the time final payment is made; (b) latent defects; (c) failure of the Work to comply with the Contract Documents; (d) terms of special warranties required by the Contract Documents; or (e) any claim for overpayment, including, but not limited to, those resulting directly or indirectly from any erroneous measurement, estimate or quantity.
- (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.
- d. Claims for Concealed, Unforeseen or Unknown Conditions.

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- 1) 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).
  - 2) Notification shall be within 5 calendar days of discovery by the Contractor. This notice shall include a written description of the concealed or unknown condition and the Contractor's proposed method to resolve the concealed or unknown condition. Substantiation and quantification of any Claims related to concealed or unknown conditions must be provided within thirty (30) days of the date that the Contractor's Claim notice is received.
  - 3) 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.
  - 4) If such concealed or unknown site conditions are encountered, requests for compensation for the reasonable direct costs that are caused solely by the delay, subject to the requirements of the Contract.
  - 5) If such concealed or unknown site conditions are encountered, and if the critical path is directly impacted as a result, the Contractor shall be entitled to an adjustment in the Total Contract Time for the delay caused by the correction of concealed or unknown conditions, subject to the requirements of the Contract.
  - 6) 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. If the concealed or unknown condition causes a decrease in the cost of performing the Work, the Owner shall be entitled to deduct the decreased cost from the Total Contract Price.
- e. Owner shall be entitled to set off any claims against the Contractor which it may have against any sums due or claimed to be due to the Contractor from Owner under any other contract between Owner and Contractor.
- f. 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.

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- g. The Contractor specifically waives any right to seek attorney's fees and construction claim preparation costs from the Owner.
- h. 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 must provide documented pay records specifically indicating any alleged damage, loss, or cost in order to claim such damage.
- i. Prevailing Party Attorneys' Fees. In the event one party shall prevail in any action (including appellate proceedings), at law or in equity arising hereunder, the losing party will pay all costs, expenses, reasonable attorneys' fees and all other actual and reasonable expenses incurred in the defense and/or prosecution of any legal proceeding, including, but not limited to, those for paralegal, investigative and legal support services and actual fees charged by expert witnesses for testimony and analysis, incurred by the prevailing party referable thereto.

### **3. Temporary Suspension of the Work**

The Owner shall have the authority to suspend, delay or interrupt the Work wholly, or in part, without cause, or for reasons including but not limited to unusual adverse weather, or other conditions or circumstances which, in the Owner's discretion, are considered unfavorable for the execution of the Work, the suspension, delay or interruption shall be for such period or periods as the Owner may deem necessary. An order by the Owner to suspend the Work shall be in writing except in cases of bona fide emergencies.

In the event that the Contractor is ordered by the Owner to suspend, delay or interrupt the Work for some unforeseen cause not otherwise provided for in the Contract and over which the Contractor has no control, and which could not have reasonably been anticipated or avoided by the Contractor, the Contractor shall be granted an appropriate extension of Contract Time for the period of suspension, which shall not exceed the day-for-day period of suspension, and the Contractor may be reimbursed for an equitable adjustment to the Total Contract Price for the increased direct costs of maintaining and securing the Work during the suspension period, subject to the limitations of the Contract. In such an event, the Contractor shall not be entitled to compensation for home office overhead or anticipated profits during the period of suspension. The period of shutdown shall be computed from the effective date of the written order to suspend Work to the effective date of the written order to resume the Work. Claims for such compensation must be timely filed within the time period required by this Contract for claims. The Contractor shall submit with its claim information substantiating the amount and time shown on the claims. The Program Manager will forward the Contractor's claim to the Owner for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather or for any other delay provided for in the Contract, plans, or specifications.

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If it becomes necessary to suspend work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. The Contractor shall take every precaution to prevent damage or deterioration of the work performed and provide for normal drainage of the work.

The Contractor shall not be entitled to receive any increase in the Contract Time or the Total Contract Price for suspensions which are: (1) made at the request of the Contractor for its own convenience; (2) attributable to circumstances caused by the Contractor or those for which the Contractor is responsible; (3) attributable to circumstances which reasonably could have been anticipated or avoided by the Contractor; (4) attributable to inclement weather conditions usually experienced at the Project site during the relevant time period; (5) attributable to circumstances otherwise anticipated in the Contract; (6) to the extent that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or (7) to the extent an equitable adjustment is made or denied under another provision of this Contract.

#### **4. Default and Termination**

- a. Termination by Owner for Cause. 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 or fails to maintain adequate progress towards completion of the Work with experienced and effective supervision, sufficient workers, sufficient equipment, or sufficient materials to assure the prompt completion of the Contract; 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 DBE requirements; or provides a false certification to Owner; 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; or for any other cause explicitly provided for in this Contract as a cause for termination, the Owner will give notice in writing to the Contractor and its Surety of such delay, neglect, delinquency or default. If the Owner terminates the Contract for one of the reasons stated above, the Contractor shall not be entitled to receive further payment until the terminated Work is completed.
  - 1) If the Contractor or Surety, within a period of 10 calendar days after such notice, does not proceed in accordance therewith, then the Owner will, upon written notification from the RPR OAR of the facts of such delay, neglect, or default and the Contractor's failure to comply with such

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notice, have full power and authority without violating the Contract, to take the execution of the terminated Work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the Work and are acceptable and may enter into an agreement for the completion of said the terminated Work ~~Contract~~ according to the terms and provisions of the Contract ~~thereof~~, or use such other methods as in the opinion of the ~~Engineer~~ OAR will be required for the completion of said the terminated Work ~~Contract~~ in an acceptable manner, including, but not limited to accepting assignment of any or all Subcontracts and finishing the terminated Work by whatever reasonable method the Owner may deem necessary.

- 2) If the Contractor or Surety, 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 Program 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 terminated Work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the Work and are acceptable and may enter into an agreement for the completion of the terminated Work according to the terms and provisions of the Contract, or use such other methods as in the opinion of the Program Manager will be required for the completion of the terminated Work in an acceptable manner, including, but not limited to accepting assignment of any or all Subcontracts and finishing the terminated Work by whatever reasonable method the Owner may deem necessary.
- 3) All costs and charges incurred by the Owner, together with the cost of completing the Work under the Contract, including compensation for the Designer's and Program Manager's services and all other expenses made necessary thereby, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the Contract, then the Contractor and the Surety shall be liable and shall pay to the Owner the amount of such excess and this obligation for payment shall survive termination of the Contract.
- 4) Termination of the Contract, or a portion thereof, shall neither relieve the Contractor of its responsibility for the completed Work nor shall it relieve its Surety of its obligation for and concerning any claim arising out of the Work performed. If only a portion of the Work is terminated, the Contractor shall continue to complete the remaining portions of the Work that were not terminated in accordance with Contract Documents. The Contractor's obligations to the Owner arising from the Contractor's improper acts, omissions, or defaults shall survive the termination of this

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Contract. The duties and obligations imposed by the Contract and the rights and remedies available hereunder are in addition to, and not a limitation of, any duties, obligations, rights, and remedies otherwise imposed or available by law.

- 5) No claim for loss of anticipated profits shall be allowed and are specifically waived by Contractor.

No claim for loss of anticipated profits shall be allowed and are specifically waived by Contractor.

- b. Termination by Owner for Convenience. 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 for the Owner's convenience or because of failure to fulfill the Contract obligations. Such action will be without prejudice to any other right or remedy of Owner. Upon receipt of such notice, all services, work, and orders for materials or services associated with the terminated Work must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing the terminated Work, whether completed or in progress, shall be delivered to the Owner. Upon receipt of such notice of termination, Contractor 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. If the termination is for the convenience of the Owner, an equitable adjustment in the Contract price will be made the portion of the Work that was terminated as set forth in this Section, and the Contractor shall be paid for:
  1. the reasonable actual cost for the portion of all Work that was terminated and which was fully completed under the Contract and accepted by the Owner, based upon the approved Schedule of Values and/or Unit Price Schedule.
  2. the reasonable actual cost for the portion of all Work that was terminated and which was fully completed under the Contract and accepted by the Owner, based upon the Contractor's Bid if the Bid contained line item pricing all or a portion of the terminated Work. The amount of equitable adjustment for such Work shall not exceed the Bid amount for that line item. 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



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unit prices; the intent being that an equitable settlement will be made with the Contractor.

3. at the sole option of the Owner, the reasonable actual cost of acceptable materials or equipment obtained or ordered by the Contractor for the portion of the Work that was terminated prior to the date notice of Owner's termination for convenience is served and which are not incorporated in the Work, as shown by receipted bills and actual cost records at such points of delivery as may be designated by the Owner.
4. at the sole option of the Owner, the reasonable actual cost of bonafide irrevocable orders made for the portion of the Work that was terminated prior to the date notice of Owner's termination for convenience is served for materials and equipment but not yet delivered to the Project site. However, such materials and equipment must be delivered to the Owner to a site or location designated by the Owner prior to release of payment for such materials and equipment.

Any request for equitable adjustment shall be subject to the limitations of the Contract and supported by actual invoices, time sheets, and other documentation of the actual costs incurred. The Contractor shall substantiate its request for payment in accordance with the requirements of the Contract Documents.

There is no entitlement to anticipatory profits or revenue or other economic loss arising out of or resulting from Owner's termination, unless explicitly agreed to, in writing, by the Owner as part of a final Contract Modification that fully resolves all outstanding issues on the Project.

If the termination is due to failure to fulfill the Contractor's obligations, the Owner may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Contractor is liable to the Owner for any additional cost occasioned to the Owner thereby.

- c. If, after notice of termination for failure to fulfill Contract obligations, it is determined that the Contractor had not so failed, the termination will be deemed to have been effected for the convenience of the Owner. In such event, adjustment in the Contract Price will be made as provided in paragraph b of this clause.
- d. Termination of a Contract or a portion thereof 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.
- e. If only a portion of the Work is terminated, whether for convenience or for cause, the Contractor shall continue to complete the remaining portions of the Work that were not terminated in accordance with Contract Documents.
- f. JAXPORT will have no liability to Contractor for any cause whatsoever arising out

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of, or in connection with, termination including, but not limited to, lost profits, lost opportunities, or resulting change in business condition.

- g. Termination by the CMGC. If the Project in its entirety is stopped for a period of one hundred eighty (180) days under an order of any court or other public authority having jurisdiction or as a result of an official act of government, such as a declaration of a national emergency, through no act or fault of the Contractor, its agents employees, subcontractors or suppliers, and Owner and Contractor are unable to reach agreement concerning compensation to Contractor during the suspension and other material matters concerning the status of the Project during the period of suspension, then with respect to any impacted Project the Contractor may, upon thirty days written notice to SSA and Owner, terminate this Contract and request payment for the Costs of the Work that have been incurred, and for any proven loss sustained upon any materials, equipment, tools, construction equipment, and machinery. Contractor shall not be entitled to any other damages or compensation, specifically including any unearned fees or anticipated profits.
- h. Owner's Right to Carry Out the Work. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have the Owner may 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 Program 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 not 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 calendar days' 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. The right of the Owner to carry out the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity. 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.

### **5. Delays and Extensions of Time**

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- a. If the Contract Time requires extension for reasons beyond the Contractor's control, the Contractor shall notify the Owner in writing within 5 calendar days of the commencement of the delay that it 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 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 in whole or in part by fault, negligence, omission, or failure of Contractor or its subcontractors or suppliers, including failure to timely prosecute the Work or 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.
- b. The allowability and length of any such time extension shall be determined by Owner, in its sole discretion, in writing, and which in no event shall exceed a day-for-day extension for the period of proven actual delay to the critical path. 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.
- c. 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. If unusually adverse weather is the basis for a request for an adjustment of Contract Time, such claim shall be documented by National Weather Service data for the area substantiating that weather conditions were abnormal for the period of time as compared to the average weather conditions for the area over the preceding ten (10) years and could not have been reasonably anticipated. No compensation will be allowed for delays resulting from adverse weather. All Claims for adjustments of time based on weather must be substantiated by showing the adverse effect on critical path construction activities.
- d. Force Majeure. A "Force Majeure" event is an event that (i) in fact causes a delay in the performance of a Party's obligations under the Contract Documents, and (ii) is beyond the reasonable control of the Party incurring the delay, and (iii) is not due to an intentional act, error, omission, or negligence of such Party, and (iv) could not have reasonably been foreseen

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and prepared for by such Party at any time prior to the occurrence of the event. Subject to the foregoing criteria, Force Majeure may include events such as war, civil insurrection, riot, fires, pandemics and epidemics, sabotage, explosions, embargo restrictions, quarantine restrictions, acts or failures to act on the part of governmental authorities including changes in the law and court orders, transportation accidents, strikes, floods, strong hurricanes or tornadoes, earthquakes, or other acts of God which prevent performance. Force Majeure shall not include technological impossibility, failure of equipment supplied by Contractor, receipt of and incorporation of defective materials into the Work, failure of suppliers to deliver equipment and materials except where such failure is itself the result of a Force Majeure event, failure of Contractor to secure the required permits for prosecution of the Work, or abnormal inclement weather conditions.

- i. If Contractor's performance of its obligations is prevented or delayed by an event believed by Contractor to be Force Majeure, Contractor shall immediately upon learning of the occurrence of the event or of the commencement of any such delay, but in no case less than three (3) days thereafter, give to Owner written Notice (i) of the occurrence of the delay, (ii) of the nature of the event and the cause thereof, (iii) of the anticipated impact on the Work, (iv) of the anticipated period of the delay, and (v) of what course of action Contractor plans to take in order to mitigate the detrimental effects of the event. Contractor's timely delivery to Owner of the Notice of the occurrence of a Force Majeure event is a condition precedent to allowance of an extension of time; however, receipt of such Notice shall not constitute acceptance that the event claimed to be a Force Majeure event is in fact Force Majeure. The burden of proof of the occurrence of a Force Majeure event shall be on Contractor. Failure to give such Notice promptly and within such time limit may be deemed sufficient reason for denial by Owner of any extension of time.
- ii. If in the opinion of Owner, the event was a Force Majeure event, Contractor shall be entitled to such extension of time for completing the Project as, in the opinion of Owner, is reasonable and equitable. In determining whether any such extension shall be granted and in determining the length of such extension, Owner may take into consideration any omissions or alterations in the Work or equipment, materials and apparatus required by the Contract Documents whereby, in its opinion, the time necessary for completion has been reduced.
- iii. Contractor shall use its reasonable best efforts to continue to perform its obligations hereunder to the extent such obligations are not affected or are only partially affected by the Force Majeure event, and to correct or cure the event or condition excusing performance and otherwise to remedy its inability to perform to the extent its inability to perform is the direct result of the Force Majeure event.

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- iv. Any extension of time based on an acknowledged Force Majeure event will depend upon the extent to which the delay affects the construction schedule and will only extend the scheduled dates for the items of the Work so delayed. Scheduled dates for other portions of the Work not so delayed will remain unchanged. Delays due to Force Majeure events which do not affect the Critical Path of the construction schedule will not entitle Contractor to an extension of the Substantial Completion Date. Contractor's sole remedy for the occurrence of a Force Majeure event shall be an extension of time for the activities that are directly delayed by the Force Majeure event.
- e. 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.
- f. 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.
- g. No extensions of time will be granted due to Contractor's failure to protect the site, materials, or working conditions from adverse weather conditions including, but not limited to site drainage, storage, and temporary enclosures as needed.
- h. No extensions of time will be granted due to Contractor's failure to diligently prosecute the contract, including, but not limited to, procurement delays.
- i. 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.
- j. Contractor waives any claims for attorney fees and claims consultant costs.
- k. Notwithstanding any provision in the Contract to the contrary, If the Contractor is delayed in performance of the Work by any act or omission of the Owner, SSA, Program Manager, or by any member, officer, employee, agent, servant, or representative of the Owner or SSA, or by any separate contractor or consultant engaged by the Owner or SSA, or by changes in the Work ordered by the Owner (as reflected in written Change Orders or Contract Modifications), or by fire, or any unforeseen cause which the Contractor lacked any ability to control or manage, all of which occurred without any responsibility, fault or negligence on the part of the Contractor and, in the opinion of the Owner, neither could have been anticipated nor avoided by the Contractor, then the Contract Time shall be extended for an

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appropriate period of time to compensate the Contractor for the delay, which in no event shall exceed a day-for-day extension for the period of proven actual delay to the critical path as described above; provided that the Contractor has timely complied with the claim notice requirements and submitted full documentation supporting the request. Neither labor disputes involving the Contractor, its Subcontractors or any other laborers or materialmen performing the Work, nor abnormal inclement weather conditions, shall be considered to be unforeseeable, unavoidable or unanticipated. An extension of the Contract Time shall be the Contractor's sole and exclusive remedy for any delay of any kind or nature, except to the extent the delays were solely caused by (1) material acts or material omissions by the Owner or parties for whom the Owner bears responsibility constituting active interference or (2) concealed or unknown conditions. For these delays, the Contractor is only entitled to the reasonable actual costs that are caused directly and solely by the delay and allowed for under the Contract. The Owner's exercise of any of its rights or remedies, including, without limitation, ordering changes in the Work, or suspending, rescheduling or ordering correction of the Work, regardless of the extent or frequency of Owner's exercise of such rights or remedies, shall not be construed as active interference.

- I. In no event, including circumstances in which it is alleged or proven that Owner intentionally interfered with the Contractor's performance of the Work, shall the Contractor be entitled to recover from the Owner or SSA, for itself or its Subcontractors, suppliers or other parties claiming a right or damage by or through Contractor, any of the following items or damages arising out of or related to this Contract or the breach thereof:
  1. loss of profits or anticipated profits
  2. inefficiency or loss of productivity
  3. acceleration costs not specifically agreed to in advance, in writing, by the Owner
  4. home office overhead
  5. any cost that is not specifically allowed by the Contract.
  6. indirect, incidental, consequential or special damages, including but not limited to, loss of bonding capacity, loss of bidding or loss of business or contracting opportunities or other impact costs.
- m. There shall be no changes to any milestone dates, except by written Change Order or Contract modification. In the event that the Contractor fails to complete any required portions of the Work by the milestone dates, the Contractor and its Surety shall be liable to the Owner for the Liquidated Damages identified in the Contract, in addition to all other obligations and liabilities under the Contract Documents and applicable law. In the event that the Contractor completes any required portions of the Work ahead of the milestone dates or is precluded from doing so by acts of the Owner or third parties, the Contractor shall not be entitled to damages against the Owner for completing or failing to complete the Work earlier. There is no incentive payment for early completion of any milestone dates.

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- n. Failure to Complete on Time. For each calendar day that any portion of the Work remains uncompleted after expiration of the Contract Time (including all extensions and adjustments in Contract modifications, the sum specified as Liquidated Damages shall be paid by the Contractor or will be deducted from any money due or to become due the Contractor or their own surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of the damages to the Owner that are attributable to the delay should the Contractor fail to complete the Work in the time provided in the Contract. If the amount of the Liquidated Damages exceeds the amount otherwise due to the Contractor, the Contractor or the Contractor's Surety shall pay the Liquidated Damages to the Owner within thirty days or within the reasonable time as set forth in the notice of Liquidated Damages. ~~their contract.~~

### **6. 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 Program 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 Executive Director, 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.

### **7. 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

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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.



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## 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 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) AutoCAD Map 3D 2014 format (.dwg) to include external references

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

The Contractor shall furnish electronically in 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, SSA, 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. The Contractor shall then present for discussion at the meeting any questions, concerns, discrepancies, need for clarifications and any other significant issues which may in any manner affect the project schedule or its performance of the Work for these issues discussed after the award of contract. Written clarifications and/or interpretations of the Contract Documents shall be furnished to the Contractor without unreasonable delay. Written "Minutes" of the Preconstruction Conference will be prepared by the Owner, with copies provided to all attendees and which the "Minutes" shall be retained.

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

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

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- 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.

The Contractor, SSA, or Owner may request conferences for other useful purposes at convenient times throughout the contract period. Representatives of all concerned parties shall receive reasonable notice of any such meeting.

### 3. Payments

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

Final payment, including retainage will be made after closeout of the Work has been satisfactorily completed and all requirements of the Contract Documents have been fulfilled.

The Contractor shall submit electronically in E-Builder to the Program Manager a proposed Schedule of Values of the various portions of the Work, including line item quantities aggregating to the total Contract Price, through E-Builder and prior to the Preconstruction Conference. This schedule, when approved by the Program Manager, shall be used as a basis for the Contractor's application for payments. The Contractor shall update this schedule each time a Change Order affecting the contract total price is approved. The Contract Price will be adjusted to provide payment for the actual quantities of unit price items as they are completed and accepted. The following items are required with each AFP:

- (1) Form AFP-1 Application for Payment
- (2) Form AFP-2 Schedule of Values
- (3) Progress Schedule
- (4) JSEB/MBE/DBE/WBE/SBE Form 5
- (5) Narrative Report that addresses:
  - Work Performed
  - Work Planned
  - Problems
  - Open Issues
- (6) Photographs

Payments may be withheld for failure of the Contractor to comply with the provisions of

## **GENERAL CONDITIONS**

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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.

Notwithstanding anything to the contrary contained in the Contract Documents, the Owner may withhold any payment to the Contractor, if, and for so long as a good faith dispute exists, which may include the Contractor's failure to perform any of its obligations hereunder, in the Contractor's default under any of the Contract Documents or there is reasonable evidence indicating that the Work will not be completed within the Contract Time, as may be adjusted by Contract modifications, and the unpaid balance would be insufficient to cover the anticipated Liquidated Damages; provided, however, that any such holdback shall be limited to an amount sufficient in the reasonable opinion of the Owner to cure any such default or failure of performance by the Contractor.

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.

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%).

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.

Final payment shall not be made until the Contractor has delivered to the Owner any required submittals, the Certificate of Substantial Completion (Form SUBCOM); Contractors Affidavit to Owner (Form FCC); Consent of Surety to Final Payment (Form CONSUR), including valid Power of Attorney, and JSEB/MBE/DBE/WBE/SBE Form 5.

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,

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claims, security interests and encumbrances.

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.

### **APPLICATION AND CERTIFICATE OF PAYMENT**

The Contractor shall submit to the Owner two (2) original itemized Applications and Certificate for Payment for Work completed in accordance with the approved schedule of values or unit price schedule. Applications for Payment shall be submitted no later than the 5th of the month for all Work completed the prior month. Each Application and Certificate for Payment shall include only Work completed and/or costs incurred through the submission date of the Application and Certificate for Payment, but not previously invoiced. No payment will be made for Work not yet completed. Each Application and Certificate for Payment must clearly identify the submission date (a/k/a the "period ending date"). Each Application and Certificate for Payment shall be notarized and supported by such data required by the Contract Documents substantiating the Contractor's right to payment (such as copies of requisitions from Subcontractors and material Suppliers) and reflecting the amount of retainage, unless otherwise provided in the Contract Documents or agreed to, in writing, by the Owner, at its sole discretion. The OAR shall be deemed the Owner's agent for purposes of Florida's Prompt Payment Act, Chapter 218, Florida Statutes. If an OAR is not assigned to this Project, the Owner will assign an agent or employee responsible for receiving and processing Applications and Certificates for Payment.

Each Application and Certificate for Payment shall contain unmodified Certifications stating the following:

"Contractor hereby certifies that, except as indicated on the attached documents, there are no claims of Contractor, its Subcontractors or Suppliers as of the date of this Application and Certificate for Payment that have not been completely resolved, that the Contractor has no knowledge of any unsolved claims by Subcontractors or Suppliers, that all Subcontractors and Suppliers have been paid to date from funds received for previous Applications and Certificates for Payment, that there is no known basis for the filing of any claim on the Work and Contractor, and upon receipt of funds due in this Application and Certificate for Payment, hereby releases the Owner from any claims arising from the Work, except for retainage. Contractor further certifies that the amounts contained in the Application and Certificate for Payment have been verified and are correct."

Upon request by the Owner, the Contractor shall submit waivers of lien/bond rights and other documentation from Subcontractors and Suppliers to evidence the status of payments.

Applications and Certificates for Payment may not include requests for payment of amounts the Contractor does not intend to pay to a Subcontractor or material Supplier because of a dispute or other reason.

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The failure to comply with the requirements of this Article may result in the withholding of approval of the Application for Payment until compliance is achieved.

Concurrent with the Contractor's submission of an Application and Certificate for Payment, the Contractor shall submit an updated Progress Schedule and make available for review and inspection by the Owner and Program Manager an updated version of the As-built Drawings, prepared in accordance with the requirements of the Contract, reflecting all items of Work for which the Contractor is seeking payment. Failure to have the updated As-built Drawings available for review or to reflect items of Work on the updated As-built Drawings for which payment is sought may result in the Owner's withholding payment or partial payment from the Contractor until such time as properly updated As-built Drawings are prepared.

The Contractor warrants that title to all Work covered by an Application and Certificate for Payment will pass to the Owner no later than the time of payment on such Application and Certificate for Payment by the Owner to the Contractor, and that the Contractor shall retain all obligations under this Contract related to the Work, including but not limited to responsibility to adequately insure, maintain, secure and protect all Work and all materials and equipment related to the Work until the Work reaches Final Completion, including, but not limited to, adequately insuring, securing and protecting all such Work from weather damage. The Contractor further warrants that upon submittal of an Application and Certificate for Payment all Work for which Applications and Certificates for Payment have been previously executed and payments received from the Owner shall be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material Suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

### **CERTIFICATIONS FOR PAYMENT**

Within fifteen (15) business days after the Owner's receipt of the Contractor's Application and Certificate for Payment, the Owner shall either (1) approve the Application and Certificate for Payment by signing the Application and Certificate for Payment in the appropriate places or (2) the Owner shall notify the Contractor in writing of reasons for withholding approval in whole or in part and the action necessary to make the Application and Certificate for Payment acceptable.

The Owner's execution of the Application and Certificate for Payment will constitute a representation by the OAR to the Owner, based upon the OAR's observations at the site and the data comprising the Application and Certificate for Payment, that the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract. The Contractor shall not rely upon these representations as the Owner's acceptance of the Work since they are made for payment purposes only and are subject to an evaluation of the Work for conformance with the Contract upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract correctable prior to completion and to specific qualifications expressed by the Designer or OAR. However, execution of the Application and Certificate for Payment is not a representation that the OAR has (1) made exhaustive or continuous on-site

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inspections to check the quality or quantity of the Work (2) reviewed construction means, methods, techniques, sequences or procedures (3) reviewed copies of requisitions received from Subcontractors and material Suppliers and other data requested by the Owner to substantiate the Contractor's right to payment or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Total Contract Price. The Contractor may not rely upon any Application and Certificate of Payment as approval and acceptance of the Work reflected thereon.

The Owner's signature on the Application for Payment does not constitute approval and acceptance of the Work.

At all times during the processing of an Application and Certificate for Payment, including resolution of any related disputes, the Contractor shall continue to expeditiously prosecute the Work.

The Owner shall make payment to the Contractor of the amount specified in the approved Application and Certificate for Payment (which shall provide for all applicable retentions, including, but not limited to the proper amount of retainage on all progress payments as provided for in the following paragraph), within twenty (20) business days from the date that the Application and Certificate for Payment is stamped as received by the Owner. If the payment has not been made within that time, Contractor may deliver an overdue notice to the Owner. Within four (4) business days after receipt of the overdue notice, either payment shall be made or the Owner shall notify the Contractor in writing that the approval of the Application and Certificate for Payment has been withdrawn. Otherwise, in accordance with Section 218.735(1)(a), the payment request shall be deemed accepted, except for any portion of the request that is fraudulent or misleading. Payment by the Owner shall not constitute approval or acceptance of any item of cost in the Application for Payment. No partial payment made hereunder shall be or be construed to be final acceptance or approval of that portion of the Work to which such partial payment relates or relieve the Contractor of any of its obligations hereunder.

Retainage. The Owner may withhold up to five percent (5%) of the payment certified as due to the Contractor as retainage. After achieving Substantial Completion, the Contractor may request payment for the retainage; provided, however, the Owner shall continue to retain an amount equal to the estimated cost of completion of the punch list, in addition to any anticipated Backcharges, anticipated Liquidated Damages, and any other changes to the Work, as deemed necessary by the Owner in its sole discretion.

The OAR may withhold approval of the Application and Certificate for Payment for the release of the retainage, if there is a good faith dispute, claim, or demand that exceeds the amount being withheld, as long as it complies with the notice requirements above.

The Owner's obligation to make timely payments and the Contractor's obligations to diligently prosecute the Work shall continue uninterrupted during the pendency of any bona fide dispute between the Owner and the Contractor.

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### **SUBCONTRACTOR PAYMENTS**

Prompt Payment (§26.29)- The Contractor agrees to pay each Subcontractor under this Contract for satisfactory performance of its contract no later than ten (10) days from the receipt of each payment the Contractor receives from the Owner. The Contractor agrees further to return retainage payments to each Subcontractor within 10 days after the Subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE Subcontractors.

The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors within seven (7) days after receipt of payment from the Subcontractor,

Neither Owner, SSA, Program Manager, nor Designer shall have any obligation to pay or cause the payment of money to a Subcontractor or Supplier for Work. If required by the Owner, within fifteen (15) business days of receipt of payment from the Owner, the Contractor shall send to the Owner copies of checks paid for all items of the Contractor's costs listed in the Application for Payment that were not paid prior to the date on which the Application for Payment was submitted.

If the Contractor fails to pay a Subcontractor or Supplier within ten (10) days of receipt of funds from the Owner, then the Owner may, at its option, following a request from the unpaid Subcontractor or Supplier, pay such Subcontractor or Supplier the applicable sums paid the Contractor on account of the Subcontractor's work or Supplier's materials, and deduct such sums from any monies due the Contractor in the future unless the Contractor can furnish information satisfactory to the Owner that the payment should not be made and Contractor is actively taking steps to resolve a dispute, if applicable. The Owner may, but is under no obligation to, communicate with a Subcontractor or Supplier in attempts to resolve allegations of delayed payments. The Owner's options in this paragraph are in addition to any other rights set forth in the Contract.

At any time, the Contractor may request payment from Owner for Subcontractor's retainage. At the time such retainage is requested, Contractor must provide Owner with a Final Release Form from each Subcontractor for which retainage payments are requested. Any early reduction of a portion of retainage shall have no effect on Contractor's warranty and other obligations that are preliminary to Substantial or Final Completion. Contractor shall remain liable to Owner for all items of work.

#### **4. Acceptance, Final Completion, and Final Payment**

When the Contract Work has been accepted in accordance with the requirements of the Contract, the Program Manager will prepare the final estimate of the items of Work actually performed. The Contractor shall approve the Program Manager's final estimate or advise the Program Manager of the Contractor's objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the Contract as amended by an approved Contract modification. The Contractor and the Program Manager shall resolve all disputes (if any) in the

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measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the Program Manager's final estimate. If agreement is reached on the final quantities, Owner shall process a final quantity adjustment Change Order to define the final Contract Price. If, after such 30-day period, a dispute still exists, the disputed quantities shall be considered by the Owner as a claim, and the Owner shall process a Contract modification to adjust the final quantities per the Program Manager's estimate to allow payment for all undisputed amounts.

After the Contractor has executed the final quantity adjustment Change Order based on Program Manager's final estimate, and after the Program Manager's receipt of the required project closeout documentation and a Final Application for Payment, final payment will be processed based on the Total Contract Price, including all approved Contract modifications. If the Contractor has disputed the Program Manager's estimate of final quantities, after the Contractor's receipt of a fully executed Contract modification based on the Program Manager's final quantity estimate and the Program Manager's receipt of the project closeout documentation and an Application for Payment for the undisputed amount determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the Contract will be processed. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

Final Completion shall be achieved by the Contractor within the number of days after Substantial Completion specified in the Contract Form at Article 3, unless otherwise required in the Contract Documents. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner, SSA, and Program Manager will promptly make such inspection with the Contractor and, when the Program Manager finds the Work acceptable under the Contract Documents and the Contract fully performed, including the delivery of all close-out documentation required below, the Program Manager certify a final Application and Certificate for Payment. Contractor's submittal of the final Application and Certificate for Payment is Contractor's certification that, to the best of their knowledge, information and belief, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the amount noted in the final Certification for Payment has been earned, subject to the Owner's claims, Liquidated Damages or Backcharges, if any. The Program Manager's execution of the final Application and Certificate for Payment will constitute a further representation to the Owner that the conditions precedent to the Contractor's being entitled to final payment have been fulfilled.

Neither final payment nor final retainage shall become due until the Contractor submits all close-out documentation, which is defined as all of the following: (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied; (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the Owner; (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents; (4) consent of surety, if any, to final payment; (5) if required by the Owner, other data establishing payment or satisfaction of obligations,



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such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner; (6) all required As-built Drawings, operating and maintenance instructions and manuals, and acceptable warranty/guaranty documents; (7) Subcontractor Final Release Forms; and (8) Final Release Form. If a Subcontractor refuses to furnish the release required by the Owner, the Owner may retain all money that the Owner may be compelled to pay in discharging such claim, including all costs and reasonable attorneys' fees. However, the Owner may elect not to retain any monies if the Contractor certifies that it is proceeding diligently and in good faith to resolve its dispute with the Subcontractor in accordance with the Subcontract Dispute Resolution Process and the Contractor's Surety consents to the Owner's payment to the Contractor despite such claim.

Acceptance of final payment shall constitute a waiver of all claims by the Contractor, Subcontractor or Supplier, except those Claims previously made and identified by the Contractor as unsettled on the final Application for Payment.

### **5. 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 shall include a revised schedule.

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

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## SECTION V.: INSURANCE, INDEMNITY, AND BONDING

### 1. Insurance

Provide evidence of the Bidder's ability to provide the following minimum insurance coverage, either by means of an existing policy or other verifiable proof (such as a project specific endorsement or Agent/Broker commitment letter) from a company or companies authorized to do business in Florida and that have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A. M. Best Company, or b) with respect only to Workers' Compensation/Employers' Liability Coverage, is authorized as a group self-insurer by Florida Statutes 440.57. **The Bidder shall be the Named Insured for all contractually-required insurance, with JAXPORT; SSA; the members of their Governing Body; and their officers, officials, and employees as Additional Insureds.** The submitted documentation shall demonstrate compliance with the following minimum indemnification and insurance requirements (inclusive of any amounts provided by an umbrella or excess policy) in the amounts below:

#### **WORKERS' COMPENSATION/EMPLOYERS' LIABILITY**

##### **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)

#### **COMMERCIAL GENERAL LIABILITY**

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

- **\$5,000,000 Products/Completed Operations (each occurrence)**
- **\$5,000,000 Personal and Advertising Injury (each occurrence)**
- **\$5,000,000 Bodily Injury and Property Damage (each occurrence)**

Note:

## GENERAL CONDITIONS

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- **The deductible or self-insured retention will not exceed \$100,000.**
- **Any deductible or self-insurance retention should be indicated on the Bidder's certificate of insurance.**
- **The Policy shall include Completed Operations Coverage for ten (10) years following completion per the period of Florida statutory liability (Florida Statutes § 95.11), with no ISO Form 2294 Rider or other subcontractor error exclusion.**

### OWNERS PROTECTIVE LIABILITY COVERAGE (OCP)

- **\$5,000,000 Each Occurrence**

The Contractor will provide an OCP Policy including the Owner and the Owner's officials, officers, agents and employees for claims arising out of or in connection with the work under this contract.

### BUSINESS AUTO POLICY

Any auto liability coverage with a \$1,000,000 combined single limit each accident.

### POLLUTION LIABILITY

\$5,000,000, with maximum deductible or self-insured retention in an amount not exceeding \$100,000. Any deductible or self-insurance retention should be indicated on the Proposer's certificate of insurance.

### UMBRELLA LIABILITY

\$10,000,000 per Occurrence and in the aggregate

Minimum underlying coverages shall include drop down insurance coverage on Commercial General Liability, Owners protective liability and Automobile liability.

The contractor's CGL and OCP coverage will be primary and non-contributory. A waiver of subrogation is required for Workers Compensation, GL, and Auto Liability. Contractor waives all rights against Owner and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by any of the policies of insurance maintained pursuant to this Subcontract. Provide the risk manager with a blanket waiver of subrogation endorsement certificate.

Prior to commencing Work, Contractor shall furnish Owner with certificates of insurance, and copies of additional insured endorsements, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below.

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

Subcontractor's' Insurance. Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified in this agreement.

## GENERAL CONDITIONS

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When requested by Owner, Contractor shall furnish to Owner copies of certificates of insurance evidencing coverage for each subcontractor

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

If the Contractor/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.

### **POLLUTION LIABILITY**

\$5,000,000, with maximum deductible or self-insured retention in an amount not exceeding \$100,000. Any deductible or self-insurance retention should be indicated on the Proposer's certificate of insurance.

### **2. Indemnification.**

- a. The Contractor shall indemnify, defend and hold harmless the JPA, SSA, each of its employees, officers, officials, and governing body 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 Contract.
- b. In any and all claims against the Owner or its members, directors, officers, employees, representatives and agents by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, this indemnification 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.
- c. In addition to those indemnities previously described, the Contractor's indemnification obligations 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 indemnification obligations of the Contractor shall not extend to the liability of the Consultant, its members, directors, officers, employees,

## GENERAL CONDITIONS

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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.

- d. The remedy provided to the Owner, SSA, and Contractor, 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.
- e. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Owner and SSA and each of its officers, officials, governing body, 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 Contractor's work or services under this Agreement; 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 and SSA reserve the right, but not the obligation, to participate in their defense without relieving Contractor of any obligation hereunder.

### 3. Surety Bonds

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 opening of bids, any check submitted as guaranty by other than the three low conforming bidders will be returned. Any such checks submitted by the remaining three bidders will be returned after execution of the Agreement and submittal of a contract bond by the successful bidder.

If the required contract bonds are not furnished within the time stated herein or otherwise requested by JAXPORT, 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**

## **GENERAL CONDITIONS**

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### **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."

### **REQUIREMENTS OF CONTRACT BONDS**

At the time of the execution of the Contract, the successful bidder shall furnish JAXPORT a surety bond or bonds that have been fully executed by the bidder and the surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the Work.

Contractors are hereby informed that as a public entity, JAXPORT property is not subject to the Construction Lien Law contained in Chapter 713, Florida Statutes.

A Performance Bond and a Payment Bond satisfactory to JAXPORT, each in an initial amount of not less than the Total Contract Price, will be required from the successful Bidder for, among other, the following purposes: a) to guarantee faithful performance of the requirements of the Contract Documents, including all applicable warranties; b) to guarantee the payment of all labor, materials, or supplies used directly or indirectly in the prosecution of the Work provided for in the Contract; and c) to comply fully with the requirements of Florida law.

The Penal Sum of the Performance Bond and the Payment Bond shall be increased or decreased automatically during the course of the Work in the event that Contract Modifications or addenda increase or decrease the Total Contract Price so that the Penal Sum of each bond shall be in an amount equal to the Total Contract Price Sum at the completion of the Work.

The Bonds shall be written through a licensed Florida agency on behalf of a surety company licensed to do business in Florida meeting the following requirements:

- a. For Contracts in which the Total Contract Price exceeds \$100,000, the Surety must be rated no less than "B+" as to management and no less than "VI" as to strength and for Contracts in which the Total Contract Price exceeds \$1,000,000, the Surety must be rated no less than "A-" as to management and no less than "VIII" as to strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Post Office Box 1107, Summit, New Jersey 08901.
- b. The Surety Company executing the bonds shall be on the current list of the U.S. Treasury Department as being approved by and for writing bonds for Federal projects in an amount not less than the Penal Sum of the bonds provided to

## **GENERAL CONDITIONS**

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Owner.

- c. Bonding Limit – Any One Risk: The bonding limit of the Surety shall not exceed five percent (5%) of the policyholder surplus (capital and surplus) as listed by the aforementioned Best's Insurance Guide.
- d. The Contractor shall, before commencing with the Work, record a copy of the Performance and Payment Bonds in the Duval County clerk's office pursuant to Florida Statute 255.05. Upon request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the applicable bond or shall permit a copy to be made.

If the Surety on any bond furnished by the Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated or suspended in any state or it ceases to meet the requirements defined above, or any such bond is otherwise void or defective for any reason, the Contractor shall within ten (10) days thereafter substitute Performance and Payment Bonds from a different Surety, pursuant to the Contract Documents. JAXPORT may at its sole discretion suspend all Work pursuant to GP80-12 pending Contractor procuring substitute bonds.

# SPECIAL CONDITIONS

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# SPECIAL CONDITIONS

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## 1. Time for Completion

The Contractor shall totally and finally complete all work within the following number of calendar days after receipt of Notice to Proceed.

Phase	Number of calendar days from Phase's Notice to Proceed to achieve Substantial Completion of that Phase's Work:
1	Up to 108 days (Stacked Container Yard and Building Demolition)
2	Up to 96 days (Stacked Container Yard)
3	Up to 115 days (Stacked Container Yard)
4	Up to 103 days (Stacked Container Yard)
5	Up to 108 days (Gate Area)
6	Up to 96 days (Wheeled Reefer Area)
7 (A&B)	Up to 118 days (Stacked Empty Containers and Maintenance)

## 2. Liquidated Damages

- a. The parties agree that at the time of entering into this Contract the parties cannot determine the precise amount of damages that JAXPORT will suffer in the event Contractor is unable to timely perform its obligations under this Contract. 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.

Liquidated Damages for failure to complete the work within the

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time specified for the completion of the work shall be:

**\$1,000 per calendar day following the agreed substantial completion date for Phases 1,2,3,4 and 7**

**\$1,500 per calendar day following the agreed substantial completion date for Phases 5 and 6**

**\$11,703 per calendar day following the agreed substantial completion date of the Project**

- d. 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.
- e. 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 **One (1) Year** from execution of Certificate of Final Completion and Contractor's Affidavit to Owner. The Technical Specifications may require a longer warranty period for all or portions of the Work.

In addition to any other warranties in this Contract, the Contractor warrants that all work performed under this Contract conforms to the Contract requirements and is free of any defect in equipment, material, workmanship, or design furnished, or performed by the Contractor or any subcontractor or supplier at any tier.

- a. This warranty shall continue for a period of one year from the date or final acceptance of the work, except as noted. If the Owner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date the Owner takes possession. However, this will not relieve the Contractor from corrective items required by the final acceptance of the project work.
- b. The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Owner real or personal property, when that damage is the result of the Contractor's failure to conform to Contract requirements; or any defect of equipment, material, workmanship, or design furnished by the Contractor.
- c. The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.
- d. The Owner will notify the Contractor, in writing, within seven (7) days after

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the discovery of any failure, defect, or damage.

- e. If the Contractor fails to remedy any failure, defect, or damage within 14 days after receipt of notice, the Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- f. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this Contract, the Contractor shall: (1) Obtain all warranties that would be given in normal commercial practice; (2) Require all warranties to be executed, in writing, for the benefit of the Owner, as directed by the Owner, and (3) Enforce all warranties for the benefit of the Owner and SSA.
- g. This warranty shall not limit the Owner's rights or SSA's rights with respect to latent defects, gross mistakes, or fraud.

#### **4. Permits**

- a. Pursuant to Florida Statute 218.70, the "Public Bid Disclosure Act," the Owner gives notice to the Contractor that the Owner does not issue permits for the Work and accordingly there is no fee assessed by the Owner. However, the City of Jacksonville and other governmental entities may require fees for building and other permits for the Work. The Contractor shall secure and pay for all required permits and licenses that are necessary for the proper execution and completion of the Work including, but not limited to, all applicable site permits, building permits, engineering, dewatering, National Pollution Discharge Elimination System (NPDES) stormwater management, any permits required for the construction of temporary structures or temporary dredging and filling which may be necessary to facilitate its construction scheme and operations, and all other permits required to complete the Work. In addition, the Contractor shall procure all required certificates of inspection, use, occupancy and completion. The Contractor shall be responsible for coordinating and scheduling all such permitting agencies' tests and inspections. All required certificates of inspection, use, occupancy, and completion shall be delivered to the Owner by the Contractor in sufficient time for occupancy and use of the Project in accordance with the schedule for the Work. All costs incurred in connection with obtaining any permit, license, test or inspection, including any required overtime in connection therewith, shall be included within the Contract Price.
- b. The Contractor shall review the Contract Documents to determine the applicability of any and all laws, ordinances, rules, regulations and lawful orders of public authorities that may govern the Work. The Contractor shall comply with all laws, ordinances, rules, regulations and lawful orders of public authorities governing the Work and shall give all notices required in connection therewith. In addition, the Contractor shall not knowingly violate any zoning or setback requirement or any provision of any recorded covenant.
- c. The Contractor shall notify the Owner and Project Manager of any discrepancy or potential conflict between the Contract Documents and any building codes or other law or regulations of which the Contractor has knowledge of or should

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be reasonably able to determine and if the resolution of the conflict actually impacts the Contract Price or Contract Time, a Contract Modification shall be issued in accordance with the Contract Documents. If the Contractor performs Work contrary to laws, statutes, ordinances, building codes, rules or regulations, the Contractor shall correct the Work and be responsible for all costs associated therewith.

**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 false work, and of navigation.

**9. Welding, Burning, and Hot-work Regulations**

The U.S. Coast Guard requires the JAXPORT to maintain "welding and hot-work" permits valid for 3-year periods that allow the 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.

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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 the 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. Taxes and Tax Savings Program, General**

### a. Taxes, General.

All 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 its bid proposal and the Contract Price, 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.

### b. JAXPORT Tax Exemption.

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Chapter 212 of the Florida Statutes, provides JAXPORT with an exemption from the payment of sales taxes for all procurements made directly by JAXPORT. JAXPORT has a policy and procedure in place to by material directly.

## **11. Public Entity Crimes**

Contractor is hereby notified of the following restriction: A person or affiliate who has been placed on the State of Florida's discriminatory vendor list or convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

## **12. Federal Regulations and Requirements**

- 1. Federal Requirements, Generally.** Contractor shall comply, and contractually require each subcontractor, vendor and supplier shall comply, with the federal requirements, including those set forth below. Contractor shall be solely responsible to oversee and ensure compliance with all such requirements, including the collection of documentation necessary to demonstrate compliance to Owner or USDOT.
- 2. Title VI, General Civil Rights Provision.** Contractor assures that it will comply with pertinent statutes, Executive orders, and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor from the initial solicitation through the completion of the Contract.
- 3. Pursuant to the Grant Agreement, Exhibit B1, Appendix A, during the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:**
  - 1. Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally assisted programs of the U.S. Department of Transportation, Maritime Administration (MARAD), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
  - 2. Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract

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covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Bidder or MARAD to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Bidder or MARAD, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Bidder will impose such contract sanctions as it or MARAD may determine to be appropriate, including, but not limited to a. withholding payments to the contractor under the contract until the contractor complies; and/or b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Bidder or MARAD may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Bidder to enter into any litigation to protect the interests of the Bidder. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

**4. Pursuant to the Grant Agreement, Exhibit B1, Appendix E, during the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:**

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.

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- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
  - Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
  - Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
  - The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
  - Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
  - The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid Bidders, sub-Bidders and contractors, whether such programs or activities are Federally funded or not);
  - Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
  - The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
  - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
  - Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
  - Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).

## **5. No Federal Government Obligation to Third Parties**

The Contractor acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall



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not be subject to any obligations or liabilities to Owner, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Agreement . The Contractor agrees to include the above clause in each subcontract for the Program. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**6. Program Fraud and False or Fraudulent Statements or Related Acts.** The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Program. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the federally assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate. Contractor agrees to include the above clauses in each subcontract for the Program. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

## **7. Records and Reports**

- a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.
- b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Agreement for a period of at not less than five (53) years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c. Access to Records. The Contractor agrees to provide sufficient access to USDOT and its contractors to inspect and audit records and information

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related to performance of this Agreement as reasonably may be required. Contractor is hereby notified that Owner may be subject to the Single Audit Act, set forth in 2 CFR Part 200, Subpart F – Audit Requirements, as amended.

- d. Access to the Sites of Performance. The Contractor agrees to permit USDOT and its contractors access to the sites of performance under this contract as reasonably may be required.
- e. Contractor agrees to comply with federal regulations, "Transit Asset Management; National Transit Database," 49 C.F.R. parts 625 and 630, as applicable, and follow applicable federal guidance.
- f. The Contractor agrees to include the above clauses in each subcontract for the Program. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**8. Federal Changes.** Contractor shall comply with all applicable federal regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the BUILD Grant and Super Circular 2 CFR Part 200, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract. Contractor agrees to include the above clause in each subcontract for the Program. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to the provisions.

## **9. Davis Bacon Act and Compliance with Copeland Regulations**

For this Contract, payment of predetermined minimum wages applies. The U.S. Department of Labor Wage Rates applicable to this Contract are listed in Wage Rate Decision Number(s) **FL20200164 hereby incorporated in as ATTACHMENT "A"** in Bid Related Documents. The Wage Rate Bulletin is subject to change up through ten days prior to the opening of bids. An addendum will be issued for any changes to the Wage Rate Bulletin.

Obtain the applicable General Decision(s) (Wage Tables) through the Department's website and ensure that employees receive the minimum wages applicable. Review the General Decisions for all classifications necessary to complete the project. Request additional classifications through the Project Manager's office when needed.

When multiple wage tables are assigned to a Contract, general guidance of their use and examples of construction applicability is available on the Department's website. Contact the Department's Wage Rate Coordinator before bidding if there are still questions concerning the applicability of multiple wage tables.

Contact the Department's Wage Rate Coordinator at (850) 414-4492 if the Department's website cannot be accessed or there are questions.

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The contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

(1) Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met: (1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and (2) The classification is utilized in the area by the construction industry; and (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and (4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is

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performed.

(iii) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(iv) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(v) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification. (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(vi) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met: (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (2) The classification is utilized in the area by the construction industry; and (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination. (B) If the

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contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

Withholding - The Bidder shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the grantee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(2) Payrolls and Basic Records.

(a) Payrolls and basic records relating thereto will be maintained during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records will contain the name and address of each such employee, his correct classification, rates of pay (including rates of contributions or costs anticipated of the types described in Section 1(b)(2) of the Davis-Bacon Act),

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daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv)), that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits (29 CFR 5.5(a)(3)(i)). Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (b) The contractor will submit weekly, a copy of all payrolls to the Jacksonville Port Authority for availability to the Federal Grant Agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. The copy shall be accompanied by a statement signed by the employer or his agent indicating that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the Secretary of Labor and that the classifications set forth for each laborer or mechanic conform with the work he performed.
- (c) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following: (1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete; (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3; (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract. (D) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-

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347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code. (i) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(e) The prime contractor shall be responsible for submission of copies of payrolls of all subcontractors. The contractor will make the records required under the labor standards clauses of the contract available for inspection by authorized representatives of JAXPORT, the Federal Grant Agency and the Department of Labor, and will permit such representatives to interview employees during working hours on the job. Contractors employing apprentices or trainees under approved programs shall include a notation on the first weekly certified payrolls submitted to the Federal Grant Agency, that their employment is pursuant to an approved program and shall identify the program (29 CFR 5.5(a)(3)(ii)).

(3) Apprentices and Trainees.

(a) Apprentices: Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of

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apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the contractor as to his entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved. The contractor or subcontractor will be required to furnish to the Jacksonville Airport Authority or a representative of the Wage-Hour Division of the U.S. Department of Labor written evidence of the registration of his program and apprentices as well as the appropriate ratios and wage rates (expressed in percentages of the journeyman hourly rates) for the area of construction prior to using any apprentices on the contract work. The wage rate paid apprentices shall be not less than the appropriate percentage of the journeyman's rate contained in the applicable wage determination (29 CFR 5.5(a)(4)(i)).

- (b) Trainees: Except as provided in 29 CFR 5.16 trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior



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approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training. The ratio of trainees to journeymen shall not be greater than permitted under the plan approved by the Bureau of Apprenticeship and Training. Every trainee must be paid at not less than the rate specified in the approved program for his level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate, not registered and participating in a training plan approved by the Bureau of Apprenticeship and Training, shall be paid no less than the wage rate determined by the Secretary of Labor for the classification of work he actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved. The contractor or subcontractor will be required to furnish the Jacksonville Port Authority or a representative of the Wage-Hour Division of the U.S. Department of Labor written evidence of the certification of his program, the registration of the trainees, and the ratios and wage rates prescribed in that program. In the event the Bureau of Apprenticeship and Training withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved (29 CFR 5.5(a)(4)(ii)).

(c) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this paragraph shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30 (29 CFR 5.5 (a)(4)(iii)).

(d) Application of 29 CFR Part 5.5 (a)(4). On contracts in excess of

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\$2,000, the employment of all apprentices and trainees as defined in 29 CFR 5.2 (c) shall be subject to the provisions of 29 CFR Part (a)(4)

(e) Enforcement:

- i. The Federal Grant Agency shall promulgate the necessary regulations or procedures, for federally assisted construction programs for which it does not contract directly, necessary to ensure that contracts contain the provisions herein or such modifications thereof which have been approved by the Department of Labor. No payment, advance, grant, loan, or guarantee of funds shall be approved by the Federal Grant Agency after the beginning of construction unless there is on file with the Federal Grant Agency a certification by the contractor that he and his subcontractors have complied or that there is substantial dispute with respect to the required provisions (29 CFR 5.6(a)(1)).
- ii. Enforcement activities, including the investigation of complaints of violations, to insure compliance with the requirements of these provisions shall be the primary duty of the Federal Grant Agency. The Department of Labor will coordinate its efforts with the Federal Grant Agency, as may be necessary to ensure consistent enforcement of the requirements of these provisions. Enforcement of these provisions shall be in accordance with 29 CFR 56.

- (4) Compliance with Copeland Regulations. The contractor shall comply with the Copeland Regulations (29 CFR Part 3) of the Secretary of Labor which are herein incorporated by reference (29 CFR 5.5(a)(5)).
- (5) Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic received compensation at a rate not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (6) Violations, Liability for Unpaid Wages, Liquidated Damages. In the event of any violation, the contractor and any subcontractor responsible therefore shall be liable to any affected employee for his unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed, with respect to each individual laborer or mechanic employed in violation of this provision, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of 8 hours or in excess of the standard workweek of 40 hours without payment of the overtime wages required by this provision (29 CFR 5.5(c)(2)).

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- (7) Withholding for Unpaid Wages and Liquidated Damages. The Federal Grant Agency may withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages ion (29 CFR 5.5(c)(3)).
  - (8) Working Conditions. No contractor may require any laborer or mechanic employed in the performance of any contract to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his health or safety as determined under construction safety and health standards (29 CFR Part 1926) and other occupational and health standards (29 CFR Part 1910) issued by the Department of Labor.
  - (9) Subcontractors. The contractor will insert in each of his subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
  - (10) Contract Termination; Debarment. A breach of contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as provided in paragraph 5.6 of the Regulations of the Secretary of Labor as codified in 29 CFR 5.12.
  - (11) Compliance with Davis-Bacon and Related Act requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
  - (12) Disputes concerning labor standards - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives. (10) Certification of Eligibility (i) By entering into this contract, contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (iii) The penalty for making false statements is prescribed in 18 USC 1001.

## **10. Civil Rights and Equal Employment Opportunity.**

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Owner is an Equal Opportunity Employer. As such, Owner agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, Owner agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by USDOT to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

- 1) **Nondiscrimination**. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA or USDOT may issue.
- 2) **Race, Color, Religion, National Origin, Sex**. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA or USDOT may issue.
- 3) **Age**. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA or USDOT may issue.
- 4) **Disabilities**. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act

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of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA or USDOT may issue.

- 5) **Sanctions for Noncompliance.** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Agreement, Owner shall impose such contract sanctions as it, USDOT or the USDOT may determine to be appropriate, including, but not limited to: withholding of payments to the Contractor under the Agreement until the Contractor complies and/or cancellation, termination or suspension of the Agreement, in whole or in part.
- 6) **Flow Down.** This requirement flows down to all subcontracts at every tier. In all solicitations made by the Contractor and all subcontractors, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified in writing by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the basis of race, creed, color, sex, sexual orientation, gender identity, national origin, religion, age, disability, or family status and that these same obligations extend to any subcontractor, supplier or lessor.

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided, advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 or

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September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph 13. (1) and the provisions of paragraphs 13. (1) through 13. (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**Standard Title VI/Non-Discrimination Assurances (DOT Order No. 1050.2A).**

The following statutory and regulatory cites are referred to in this Section as the "Acts and Regulations": Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

**Special Department of Labor (DOL) EEO clause for Construction Projects (Additional Equal Opportunity clauses for Construction Contracts).**

The equal opportunity clause published at 41 CFR 60-1.4(a) and published at 41 CFR 601.4(b) in accordance with Executive Order 11246, "Equal Employment Opportunity" ([30 FR 12319](#), 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and

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implementing regulations at [41 CFR part 60](#), "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." are incorporated herein by reference. In addition to those clauses, the following applies to all construction contracts in excess of \$10,000.

**11. Health and Safety Requirements.**

- (1) It is a condition of this contract, and shall be made a condition of each subcontract entered into pursuant to this contract, that the contractor and any subcontractor shall not require any laborer or mechanic employed in performance of the contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety, as determined under Construction Safety and Health Standard Title 29 Code of Federal Regulations, Part 1518 36 F.R. 7340 promulgated by the United States Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act, 83 STAT. 96.

**12. Clean Air and Clean Water Quality Standards.**

- (1) Any other provision herein to the contrary notwithstanding, the contractor in carrying out work under this contract, shall at all times comply with all applicable state and federal air and water quality standards; with all pollution control laws; and with such rules, regulations, and directives as may be lawfully issued by a local, state, or federal agency having within its jurisdiction the protection of the environment in the area surrounding where work under this contract will be performed. In addition, the contractor shall comply with directives given by the Project Engineer in implementation of the letter and intent of FAA Advisory Circulars, which can be obtained free of charge from Department of Transportation, Distribution Unit, TAD-484.3, Washington, D.C. 20590.
- (2) Contractors and subcontractors agree:
  - (a) Not to use any violating facilities and that any facility to be used in the performance of the contract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities.
  - (b) To comply with all the inspection and other requirements of the Clean Air Act as amended and the Federal Water Pollution Control Act as amended and all regulations issued thereunder.
  - (c) That as a condition for award of the contract, it will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be utilized for performance of or benefit from the contract is a prohibited facility or is under consideration to be listed on the EPA List of Violating Facilities.
  - (d) To include or cause to be included in any contract or subcontract

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which exceeds \$150,000 at every tier the aforementioned criteria and requirements.

- (3) Contractor shall comply with all applicable standards, orders or regulations issued pursuant to Section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and other requirements of the Clean Water Act, as amended, 33 U.S.C. §§ 1251 – 1377. Contractor shall report each violation to JAXPORT and understands and agrees that JAXPORT shall, in turn, report each violation as required to USDOT and the appropriate EPA Regional Office. Contractor agrees to include these Clean Water requirements in all subcontracts over \$150,000 at every tier.

**13. Contractor Purchased Equipment for State or Local Ownership**

The OWNER does not allow.

**14. Buy American Act**

(a) The Bidder shall apply, comply with, and implement all provisions of the Buy American Act, 41 U.S.C. §§ 8301-8305. The Project is a public work of the Federal Government under 41 U.S.C. § 8301.

(b) This section implements 41 U.S.C. §§ 8301-8305, the Buy American Act, by providing a preference for domestic construction material. The Bidder shall not use foreign construction materials in performing this agreement, except that:

(1) the Bidder may use a commercially available off-the-shelf item under 41 U.S.C. § 1907 regardless of its components if the item is manufactured in the United States;

(2) the Bidder may use information technology that is a commercial item;

(3) the Bidder may use foreign construction materials that are listed at 48 C.F.R. 25.104; and

(4) the Bidder may use foreign construction materials if the USDOT has authorized their use under section 14(d).

(c) If the Bidder uses foreign construction material in violation of section 14(b), the USDOT may disallow and deny reimbursement of costs incurred by the Bidder and take other remedial actions under article 16, Exhibit A and 2 C.F.R. 200.338.

(d) The USDOT may authorize the Bidder to use foreign construction material, by modifying this agreement under section Article 21.1, MARAD GRANT Agreement, if the USDOT determines that:

(1) applying the Buy American statute to the construction material would be impracticable or inconsistent with the public interest;



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(2) the construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality; or

(3) the cost of domestic construction material is unreasonable.

The cost of a domestic construction material is unreasonable under section 14(d)(3) if the cost of that material exceeds the cost of comparable foreign material by more than 6 percent.

(e) The Bidder may request that the USDOT authorize the Bidder to use foreign construction material under section 18.2(d), MARAD Grant Agreement. If the Bidder makes a request under this section 18.2(e), the Contractor shall provide adequate information for the USDOT to evaluate the request, including:

(1) a description of the foreign and domestic construction materials;

(2) unit of measure;

(3) quantity;

(4) price, including all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued);

(5) time of delivery or availability;

(6) location of the construction project;

(7) name and address of the proposed supplier;

(8) a detailed justification of the reason for use of foreign construction materials identifying the specific basis for an exception under section 17 (d);

(9) if the Contractor requests authorization under section 18.2(d)(3), a reasonable survey of the market and a full price comparison measuring the relative costs of the available domestic and foreign construction materials; and

(10) if the Contractor submits the request after contract award, an explanation why the Contractor could not have, before contract award: (A) reasonably foreseen the need for the determination and (B) requested the determination.

(f) The Contractor acknowledges that:

(1) this agreement is not a Government procurement contract;

(2) acquisitions of supplies, services, or construction materials by the Contractor under this agreement are not acquisitions by the Government; and

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(3) the Free Trade Agreement exceptions to the Buy American Act as provided by 48 C.F.R. Part 25, Subpart 25.4 are inapplicable to this agreement.

(g) In this section 18.2, the following definitions apply:

**“commercially available off-the-shelf (COTS) item”**

(1) means any item of supply (including construction material) that is: (A) a commercial item as defined by 48 C.F.R. § 2.101; (B) sold in substantial quantities in the commercial marketplace; and (C) offered to the Government, under an agreement, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) does not include bulk cargo, as defined in 46 U.S.C. § 40102(4), such as agricultural products and petroleum products.

**“construction material”** means an article, material, or supply brought to the construction site by the Contractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site.

**“cost of components”** means—

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

**“domestic construction material”** means—

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if:

(A) the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or

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kind for which no availability determinations have been made are treated as domestic; or

(B) the construction material is a COTS item.

**“Foreign construction material”** means a construction material other than a domestic construction material.

**“United States”** means the 50 States, the District of Columbia, and outlying areas.

**15. Contract Work Hours & Safety Standards Act (Contracts over \$250,000).**

(1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph 1 of this section, contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section.

(3) Withholding for unpaid wages and liquidated damages - the Contractor shall upon its own action or upon written request of USDOL withhold or cause to be withheld, from any moneys payable on account of work performed by contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours & Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section.

(4) Subcontracts - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

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**16. Seismic Safety**

Contractor agrees that any new building or addition to an existing building shall be designed and constructed in accordance with the standards required in USDOT Seismic Safety Regulations 49 CFR 41 and shall certify compliance to the extent required by the regulation. Contractor shall also ensure that all work performed under this contract, including work performed by subcontractors, complies with the standards required by 49 CFR 41 and the certification of compliance issued on the project.

**17. Recovered Materials**

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

**18. ADA Access**

The Contractor agrees to comply with the requirements of 49 U.S.C. § 5301(d) which expresses the federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement those policies. The Contractor also agrees to comply with all applicable requirements of sections 503 and 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires the provision of accessible facilities and services, and with the following federal regulations, including any amendments thereto: (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37; (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27; (3) Joint U.S. Architectural and Transportation Barriers Compliance Board/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38; (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35; (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36; (6) U.S. GSA regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19; (7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630; (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and (9) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and (10) Any implementing

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requirements USDOT may issue. Contractor agrees to include the above clause in each subcontract for the Project.

**19. Veterans Preference**

To the extent practicable, the Contractor agrees to give a hiring preference to veterans (as defined in 5 USC § 2108) who have the skills and abilities required to perform construction work required for a capital project supported with funds made available or appropriated for 49 USC chapter 53; provided, however, the Contractor may not give a hiring preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability or a former employee. Contractor agrees to include the above clause in each subcontract for the Project.

**20. Motor Carrier Safety**

Contractor agrees that it will comply with the applicable economic and insurance registration requirements of the:

- (a) U.S. Federal Motor Carrier Safety Administration (U.S. FMCSA) regulations, “Minimum Levels of Financial Responsibility for Motor Carriers,” 49 C.F.R. part 387, if it is engaged in operations requiring compliance with 49 C.F.R. part 387, it is engaged in interstate commerce, and it is not within a defined commercial zone;
- (b) The provisions of 49 U.S.C. § 31138(e)(4), which supersede inconsistent provisions of 49 C.F.R. part 387, and reduce the amount of insurance the Bidder must obtain to the highest amount required by any state in which the public transportation provider operates, if it operates within a public transportation service area located in more than one state, and receives federal assistance under 49 U.S.C. §§ 5307, 5310, and 5311;
- (c) The safety requirements of U.S. FMCSA regulations, “Federal Motor Carrier Safety Regulations,” 49 C.F.R. parts 390 – 397, to the extent applicable; and
- (d) The driver’s license requirements of U.S. FMCSA regulations, “Commercial Driver’s License Standards, Requirements, and Penalties,” 49 C.F.R. part 383, and “State Compliance with Commercial Driver’s License,” 49 C.F.R. part 384, to the extent applicable, with the substance abuse requirements and guidance of U.S. FMCSA’s regulations, “Controlled Substances and Alcohol Use and Testing,” 49 C.F.R. part 382, and implementing federal guidance, to the extent applicable.

Contractor agrees to include the above clause in each subcontract for the Project.

**21. Safe Operation of Motor Vehicles**

Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms “company owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or Owner. Contractor is further encouraged to adopt and

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enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement. Contractor is also encouraged to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving. Contractor agrees to include the above clause in each subcontract for the Project.

**22. Protection of Sensitive and Personally Identifiable Information**

Contractor must implement reasonable measures to safeguard protected personally identifiable information as well as any information that the USDOT or pass-through entity designates as sensitive. Contractor agrees to include the above clause in each subcontract for the Project.

Sensitive Security Information. If Owner or any federal agency, such as the United States Department of Transportation, Federal Transit Administration, Department of Homeland Security or the Transportation Security Administration, designates the construction plans, drawings or any other documents as containing sensitive security information, the CMGC shall not, during the term of this Agreement and forever thereafter, divulge, furnish or make available the sensitive security information to any third person, firm or organization, without Owner's knowledge and prior written consent, including requests for said information made in the course of judicial or legislative proceedings where such information has been properly subpoenaed, and also including releasing and reproducing the security sensitive information within the CMGC's firm and among the CMGC's subcontractors. The CMGC agrees to execute and comply with any Nondisclosure Agreement required by Owner to protect against the dissemination of any information that has been designated as sensitive security information. Violation of the federal regulations regarding sensitive security information is grounds for a civil penalty and other enforcement or corrective action by DOT. Corrective action may include issuance of an order requiring retrieval of SSI to remedy unauthorized disclosure or an order to cease future unauthorized disclosure.

**23. Trafficking Victims Protection Act of 2000 (TVPA)**

Contractor agrees that it and its employees that participate in the Agreement, may not: Engage in severe forms of trafficking in persons during the period of time that the Agreement is in effect, procure a commercial sex act during the period of time that the Agreement is in effect, or Use forced labor in the performance of the Agreement or subagreements thereunder. Violation of this provision provides Owner the right to unilaterally terminate the Agreement. Contractor agrees to include the above clause in each subcontract for the Project.

**24. Certification Regarding Federal Tax Liability and Recent Felony Convictions**

By submitting a bid or otherwise attempting to enter into this Contract, the undersigned Contractor certifies that it:

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- (a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
  - (b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

Contractor agrees to include the above certification in each subcontract for the Project.

## **25. Construction Site Safety**

The Contractor agrees that it and its subcontractors at all tiers will comply with all federal laws, regulations, and requirements providing protections for construction employees involved in the Project or related activities, including the: (i) Section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3704, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq.; and (ii) U.S. DOL regulations, "Recording and Reporting Occupational Injuries and Illnesses," 29 C.F.R. part 1904; "Occupational Safety and Health Standards," 29 C.F.R. part 1910; and "Safety and Health Regulations for Construction," 29 C.F.R. part 1926.

## **26. Domestic Preferences for Procurements**

As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this Agreement.

## **27. Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment**

(a) *Definitions.* As used in this clause—

*Backhaul* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

*Covered foreign country* means The People's Republic of China.

*Covered telecommunications equipment or services* means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such

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entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

*Critical technology* means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

*Interconnection arrangements* means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

*Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

*Roaming* means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

*Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition*.



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(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits OWNER from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system related to this Project. For this Project, the Contractor is prohibited from providing to Owner any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(2) Regarding this Project, Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits Owner on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.* In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to Owner immediately.

(e) *Flow down requirement.* Contractor agrees to include the above clause in each subcontract for the Project.

## **28. Foreign Market Restrictions**

The Contractor shall not allow funds provided under this Contract to be used to fund the use of any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

## **REQUIRED LIMITS OF INSURANCE**

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Provide evidence of the Bidder's ability to provide the following minimum insurance coverage, either by means of an existing policy or other verifiable proof (such as a project specific endorsement or Agent/Broker commitment letter) from a company or companies authorized to do business in Florida and that have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A. M. Best Company, or b) with respect only to Workers' Compensation/Employers' Liability Coverage, is authorized as a group self-insurer by Florida Statutes 440.57. **The Bidder shall be the Named Insured for all contractually-required insurance, with JAXPORT; SSA; the members of their Governing Body; and their officers, officials, and employees as Additional Insureds.** The submitted documentation shall demonstrate compliance with the following minimum indemnification and insurance requirements (inclusive of any amounts provided by an umbrella or excess policy) in the amounts below:

### **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)

### **2. COMMERCIAL GENERAL LIABILITY**

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

- \$5,000,000 Products/Completed Operations (each occurrence)
- \$5,000,000 Personal and Advertising Injury (each occurrence)
- \$5,000,000 Bodily Injury and Property Damage (each occurrence)

Note:

- The deductible or self-insured retention will not exceed \$100,000.
- Any deductible or self-insurance retention should be indicated on the Bidder's certificate of insurance.
- The Policy shall include Completed Operations Coverage for ten (10) years following completion per the period of Florida statutory liability (Florida Statutes § 95.11), with no ISO Form 2294 Rider or other subcontractor error exclusion.

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### **3. OWNERS PROTECTIVE LIABILITY COVERAGE (OCP)**

- \$5,000,000 Each Occurrence

The Contractor will provide an OCP Policy including the Owner and the Owner's officials, officers, agents and employees for claims arising out of or in connection with the work under this contract.

### **4. BUSINESS AUTO POLICY**

Any auto liability coverage with a \$1,000,000 combined single limit each accident.

### **5. POLLUTION LIABILITY**

\$5,000,000, with maximum deductible or self-insured retention in an amount not exceeding \$100,000. Any deductible or self- insurance retention should be indicated on the Proposer's certificate of insurance.

### **UMBRELLA LIABILITY**

\$10,000,000 per Occurrence and in the aggregate

Minimum underlying coverages shall include drop down insurance coverage on Commercial General Liability, Owners protective liability and Automobile liability.

The contractor's CGL and OCP coverage will be primary and non-contributory.

A waiver of subrogation is required for Workers Compensation, GL, and Auto Liability. Contractor waives all rights against Owner and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by any of the policies of insurance maintained pursuant to this Subcontract. Provide the risk manager with a blanket waiver of subrogation endorsement certificate.

Prior to commencing Work, Contractor shall furnish Owner with certificates of insurance, and copies of additional insured endorsements, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below.

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

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

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

If the Contractor/Consultant maintains broader coverage and/or higher limits than the minimums shown above, the Owner requires and shall be entitled to the broader

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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

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**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 contractor 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 thirty (30) days after written notice of such change, cancellation or nonrenewal has been received by the addressee.

Compliance with these insurance requirements shall not relieve or limit the Contractor's liabilities and obligations under this contract. Failure of Addressee to demand such Certificate of Insurance or other evidence of full compliance with these insurance requirements or failure of Addressee to identify a deficiency from evidence provided will not be construed as a waiver of the Contractor's obligation to maintain such insurance.

**DESCRIPTION OF INSURANCE POLICIES SUBJECT TO THIS CERTIFICATE**

Complete the following section for each of those coverages for which the contractor 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.

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

<b>Longshoremen's and Harbor Workers'</b>	<b>Primary Issuer ID:</b> _____	<b>First Excess ID:</b> _____	<b>Second Excess ID:</b> _____

<b>Compensation</b>	_____	_____	_____
	\$ _____	\$ _____	\$ _____

<b>Commercial General Liability Limits</b>	<b>Primary Issuer ID:</b> _____	<b>First Excess ID:</b> _____	<b>Second Excess ID:</b> _____
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)	\$ _____	\$ _____	\$ _____

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

<b>Protection for Owner's Liability Limits</b>	<b>Primary Issuer ID:</b> _____	<b>First Excess ID:</b> _____	<b>Second Excess ID:</b> _____
Each Occurrence			
Annual Aggregate			

**Or** Commercial General Liability Coverage Contains the Described Additional Insured Endorsement YES\_\_\_ NO\_\_\_

<b>Property Insurance Risk</b>	<b>Primary Issuer ID:</b> _____	<b>First Excess ID:</b> _____	<b>Second Excess ID:</b> _____



JACKSONVILLE PORT AUTHORITY

SUMMARY AND CERTIFICATION  
"REVISED" APPLICATION FOR PAYMENT NO.

PROJECT NAME:  
PROJECT LOCATION: DATE:  
JPA CONTRACT NO: C-1772 A/E PROJECT NO.:  
CONTRACTOR:  
APPLICATION PERIOD: TO:

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

BY THE OWNER'S CONSULTANT

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

Firm: \_\_\_\_\_

By: \_\_\_\_\_

Title: Date: \_\_\_\_\_

SSA & JPA APPROVAL FOR PAYMENT

By: \_\_\_\_\_

Date: \_\_\_\_\_

Project Acct.: \_\_\_\_\_

FORM AFP-1

State of Florida, County of Duval

Subscribed and sworn to **before me this**

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_ -

By: \_\_\_\_\_ -

Title: \_\_\_\_\_ Date: \_\_\_\_\_

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

as identification.

Notary Signature: \_\_\_\_\_ -

Commission No.: \_\_\_\_\_ -

(Name of Notary typed,

Printed or Stamped)

My Commission Expires: \_\_\_\_\_ -(SEAL ABOVE)

REVISED 09/12/2013







# **AGREEMENT BETWEEN OWNER AND CONTRACTOR**

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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) 357-3065**

**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-1772  
Project No.: B2020.01  
SSA JACKSONVILLE CONTAINER  
TERMINAL, CONTAINER YARD  
IMPROVEMENTS  
BLOUNT IS LAND MARINE  
TERMINAL**

**Designed by CONSULTANT:**

The OWNER and CONTRACTOR agree as set forth below:

## **ARTICLE 1. SCOPE OF WORK**

The Contractor agrees to furnish all labor, materials, equipment, supervision and perform all labor and services necessary for the proper execution and completion of the work for Contract No. **C-1772** 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.

The Contractor's work will include modernization of the current container terminal

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through demolition of certain facilities; construction of a new pavement system that enables use of top-pick or rubber-tired gantry container handling equipment; installation of additional high mast yard lighting and fire hydrants; truck gate enhancements; and provisions for gate expansion and utility system improvements. Information Technology improvements will be implemented by Tideworks Technology, Inc. (sister company to SSA) under a separate contract. Contractor will be required to work with JAXPORT's Program Management and Inspection Services Consultant. The Program Management and Inspection Services Consultant will be documented at execution of the contract.

Contractor's work shall be implemented in seven sequential phases enabling the terminal to stay in operation throughout the construction period.

## **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. General Conditions of the Contract
3. Special Conditions of the Contract
4. Technical Specifications
5. Exhibits and Attachments to this Agreement.
6. Conflict of Interest Certificate.
7. Technical Specifications.
8. Drawings entitled: \_\_\_\_\_
9. Addenda Nos. \_\_\_\_\_ through \_\_\_\_\_, inclusive.
10. Amendments
11. Contract Modifications, duly authorized and delivered after execution of this Agreement.
12. Notice of Award.
13. Notice to Proceed.
14. Certificate of Contract Completion and Contractor's Affidavit to Owner.
15. Certificate(s) of Substantial Completion.
16. Approved Contractor's Construction Schedule for the Work.
17. Contractor's Schedule of Values for the Work.
18. Contractor's Request for Information Form.
19. Owner's Minimum Project Work Rules.
20. Required Limits of Insurance.
21. Certificate of Insurance Compliance.
22. Application for Payment Forms.

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23. Form of Consent of Surety Company to Final Payment.
  24. SEB/DBE Participation Goal – 18%
  25. Contractor's Performance Bond and Statutory Payment Bond.
  26. Contractor's Bid Form.
  27. Invitation to Bidders.
  28. Supplemental Instruction to Bidders.

**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 the following number of calendar days from Notice to Proceed date.

Phase	Number of calendar days from Phase's Notice to Proceed to achieve Substantial Completion of that Phase's Work:
1	Up to 108 days (Stacked Container Yard and Building Demolition)
2	Up to 96 days (Stacked Container Yard)
3	Up to 115 days (Stacked Container Yard)
4	Up to 103 days (Stacked Container Yard)
5	Up to 108 days (Gate Area)
6	Up to 93 days (Wheeled Reefer Area)
7 (A&B)	Up to 118 days (Stacked Empty Containers and Maintenance)

2. Liquidated Damages. Refer to "Special Conditions", Item 2.

**ARTICLE 4. CONTRACT PRICE**

1. The Contractor shall furnish all labor, materials, equipment, supervision and perform all labor and services necessary for the proper execution and completion of the work for each Phase as shown on the contract drawings and described in the project specifications, including all costs related to the work and any required permits, taxes, bonds and insurance, for the following price:

Phase	Price Owed to Contractor:
1	

2	
3	
4	
5	
6	
7	
TOTAL Contract Price:	

The Contract Price is subject to additions and deductions by approved Change Order, assessed Liquidated Damages, Owner claims, and the asphalt price adjustments identified below. The Contractor shall otherwise not be entitled, under any circumstances, to any increased cost of doing business, including but not limited to, increased costs of trucking, fuel, and materials other than asphalt.

2. Contract Price Adjustments for Asphalt. The Contract Price shall include, in the lump sum amount, the price for the Asphalt Pavement section shown on Drawings. Contractor has provided a separate value, in the Bid Form, for the quantity of asphalt (lbs.) in the Asphalt Pavement Section, by Phase. Density of asphalt shall be assumed to be 3960 lbs./cy.

The Contract Price will be adjusted, up or down, for fluctuations in the cost of Liquid Asphalt. Adjustments will be made at the end of each Phase, in accordance with FDOT Standard Specifications Section 9, Clause 9-2.1.2 Bituminous Material, and as further described in Article Phase Price Adjustment, Using Asphalt Price Index below.

3. Phase Price Adjustment, Using Asphalt Price Index. The Contract Price will be adjusted at the end of each Phase, up or down, using the methods outlined in FDOT Standard Specifications Section 9, Clause 9-2.1.2.
  - a. The correct website for purposes of indexing is:  
<https://www.fdot.gov/construction/fuel-bit/fuel-bit.shtm>
  - b. The Bid Asphalt Price Index (BAPI) will be the Asphalt Price Index (API) for the month bids were received.
  - c. The Current API (CAPI) will be the API in the month in which the Work was completed for a particular Phase closest to date of the payment request.
  - d. Determination of the amount of liquid asphalt quantity will be based on the actual mix design as approved by the Construction Manager. Liquid asphalt shall be assumed to be 8.58 lbs./gal for the purposes of this calculation.
  - e. Adjustments exceeding 5 percent of the last API used to the Contract Price

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will be made by applying the Index Difference (ID) to the gallons of liquid asphalt used in the completed Phase.

- f. Adjustments will become lump sum changes to the Contract Price at the end of each Phase.
4. Notwithstanding anything to the contrary contained in the Contract Documents, the Owner may withhold any payment to the Contractor, if, and for so long as a good faith dispute exists, which may include the Contractor's failure to perform any of its obligations hereunder, in the Contractor's default under any of the Contract Documents or there is reasonable evidence indicating that the Work will not be completed within the Contract Time, as may be adjusted by Contract Modifications, and the unpaid balance would be insufficient to cover the anticipated Liquidated Damages; provided, however, that any such holdback shall be limited to an amount sufficient in the reasonable opinion of the Owner to cure any such default or failure of performance by the Contractor.

#### **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 Price when the Work has been completed in accordance with the Contract Documents, 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 Contract, which are defined in the General Conditions of the Contract, shall have the meaning designated therein.
2. Relationship of the Parties. SSA Marine and SSA Jacksonville, LLC (collectively, "SSA") shall be a third-party beneficiary under this Contract, and the duties that the Contractor owes to JAXPORT as "Owner" under this Contract, it shall equally owe to SSA. Contractor accepts the relationship of trust and confidence established between itself, Owner, and SSA by virtue of this Contract. Contractor covenants to furnish the skill and judgment reflected in its Bid and to cooperate with Owner, SSA, and other contractors and consultants in furthering the interests of Owner and SSA with respect to delivery of the Project.
3. Contract Bonds. In accordance with the provisions of Section 255.05, Florida Statutes, Contractor shall provide to Owner, on forms furnished by Owner, a Performance Bond and Payment Bond each for 100 percent of the Contract Price as security for the faithful performance and payment of all obligations under the contract documents. Contractor shall additionally provide a dual or multi-obligee rider in favor of any identified third-party, including, but not limited to, SSA.
4. Indemnity. In addition to the indemnity provisions of General Conditions Section V.1.g., the Contractor shall hold harmless, indemnify and defend the JPA and SSA, their board(s) of directors, officers, employees, representatives and agents

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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.

5. All work must conform to the terms and conditions of the Grant Agreement between JAXPORT and USDOT/MARAD (see Exhibit A, MARAD-JAXPORT Grant Agreement, MARAD FY2019 BUILD Grant No. 693JF72040002). The Contractor acknowledges that the federal requirements set forth in the Grant Agreement and in this Contract apply to this Agreement and are fully incorporated herein. The Contractor shall comply, and contractually require each subcontractor, vendor and supplier shall comply, with the federal requirements. The Contractor shall be solely responsible to oversee and ensure compliance with all such requirements, including the collection of documentation necessary to demonstrate compliance to Owner or USDOT.
6. Access to Work. At all times, the Contractor shall, at no additional cost, provide the Owner, Program Manager, USDOT (or its designee), and Consultants access to the Work subject to the safety rules and insurance requirements of the particular work area. This access shall include the Contractor's providing reasonable assistance; including, but not limited to, providing ladders, equipment and workers to remove/replace heavy objects.
7. Availability of Funds. The obligations of Owner under this award are subject to the availability of funds under the Grant Agreement.
8. Survival of Provisions. In order that the parties to this Contract may fully exercise their rights and perform their obligations hereunder arising from the performance of the Work, any provisions of this Contract that are required to ensure exercise of such rights or performance shall survive termination of this Contract regardless of the cause for such termination and regardless of whether or not such termination applies to all or only part of the Contract. Specifically, all indemnification provisions shall survive the expiration or termination of this Contract with respect to any acts or omissions occurring during the term of this Contract and shall not be affected or reduced by any information with which Owner has been provided or may otherwise obtain in the future.
9. Severability. The invalidity or unenforceability of any portion or provision of this Contract shall in no way affect the validity or enforceability of any other portion or provision hereof. Any invalid or unenforceable portion or provision shall be deemed severed from this Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain such invalid or unenforceable portion or provision. In the event any such provision of this Contract is declared invalid, the Parties shall promptly negotiate in good faith new provisions to eliminate such invalidity and to restore this Contract as near as possible to its original intent and effect.
10. No Waiver. No waiver of any breach or failure to enforce any of the terms, covenants, conditions or other provisions of this Contract by either party at any



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time shall in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision hereof, any course of dealing or custom of the trade notwithstanding.

11. Cumulative Remedies. All Owner remedies provided in this Contract shall be deemed cumulative and additional and not in lieu of or exclusive of each other or of any other remedy available at law or in equity.

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:

\_\_\_\_\_

\_\_\_\_\_

SSA Marine/SSA Jacksonville LLC

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

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

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CONTRACT: **C-1772**

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: \_\_\_\_\_



**CONSENT OF  
SURETY COMPANY  
TO FINAL PAYMENT**

OWNER   
ENGINEER   
CONTRACTOR   
FIELD   
OTHER

PROJECT:  
(name, address)

TO (Owner)

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

ATTN: ENGINEERING SERVICES

CONTRACTOR:

PROJECT NO.:

CONTRACT NO.:

ARCHITECT'S PROJECT NO.

CONTRACT FOR:

CONTRACT DATE:

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**

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Project Name: **SSA Jacksonville Container Terminal, Container Yard Improvements (JCT)**

Location: **Blount Island Marine Terminal, Jacksonville, FL**

Contract No(s): **C-1772**

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 JPA 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 JPA property.
  - d. Possession and/or use of narcotics or controlled substance on JPA property.
  - e. Possession of firearms on JPA property.
  - f. Contact with any new vehicles on JPA 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.

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10. All vehicles, persons, packages, lunch pails, and tool boxes entering or leaving JPA 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: \_\_\_\_\_

# **OWNER'S SAFETY GUIDELINES**

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Project Name: **SSA Jacksonville Container Terminal, Container Yard Improvements**

Location: **Blount Island Marine Terminal, Jacksonville, FL**

Contract No(s): **C-1772**

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.

# **OWNER'S SAFETY GUIDELINES**

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## **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 responsibility 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.



## **OWNER'S SAFETY GUIDELINES**

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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 **C-1772 SSA Jacksonville Container Terminal, Container Yard Improvements** all of said work to be done in strict accordance with any advertisement for bids for said work and done in strict compliance with the drawings and specifications for said work and requirements of the JPA proposal and award therefore and of the contract and all documents included as a part of the contract (hereinafter referred to collectively as the "Contract"), all of which are by reference made a part hereof to the same extent as if fully set out herein.

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

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

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

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

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

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

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

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

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

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

**IN WITNESS WHEREOF**, the said Principal and the said Surety have duly executed this bond the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**ATTEST:**

**ATTEST:**

By: \_\_\_\_\_ By: \_\_\_\_\_  
Its Its  
**AS PRINCIPAL**

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

**ATTEST:**

**ATTEST:**

By: \_\_\_\_\_ By: \_\_\_\_\_  
Its Its  
**AS SURETY**

**NAME OF AGENT:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**TELEPHONE NO:** (\_\_\_\_)\_\_\_\_\_ **FACSIMILE NO:** (\_\_\_\_)\_\_\_\_\_

**Countersigned:**

By: \_\_\_\_\_ **Bond I.D. No:** \_\_\_\_\_  
State of Florida

**Name of Firm:** \_\_\_\_\_

**Address:** \_\_\_\_\_

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

**CONTRACT NUMBER \_\_\_\_\_**  
**PAYMENT BOND**  
**CONTRACT BOND REQUIRED**  
**BY SECTION 255.05, FLORIDA STATUTES**

Bond No. \_\_\_\_\_

---

**As to the Contractor/Principal:**

Name: \_\_\_\_\_

Principal Business Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

**As to the Surety:**

Name: \_\_\_\_\_

Principal Business Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

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

Name: \_\_\_\_\_

Principal Business Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

**Description of project including address and description of improvements:**

\_\_\_\_\_  
\_\_\_\_\_

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

**WHEREAS**, Contractor and Owner have by written agreement dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, entered into a contract for **C-1772 SSA Jacksonville Container Terminal, Container Yard Improvements** 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:** \_\_\_\_\_

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

**Its**

**Its PRINCIPAL**

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

**ATTEST:**

**ATTEST:**

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

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

**Its**

**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.**





**PLEASE ACCESS "E-BUILDER" FOR THE FOLLOWING**

<https://bidders.e-builder.net/landing?bidpackageid=1220290c-3e48-47b5-ba8b-b1033dedf753>

- **TECHNICAL SPECIFICATIONS**
- **DRAWINGS**
- **MARAD GRANT AGREEMENT**
- **REFERENCES A – I**

**SSA JACKSONVILLE CONTAINER TERMINAL  
CONTAINER YARD IMPROVEMENTS**

**Contract No.: C-1772**

**FEDERAL FUNDING**

**U.S. DEPARTMENT OF TRANSPORTATION  
MARAD FY19 BUILD GRANT  
AWARD NO. 693JF72040002**

**STATE OF FLORIDA, COUNTY OF DUVAL, CITY OF  
JACKSONVILLE**