



**SPECIFICATIONS AND CONTRACT DOCUMENTS
JAXPORT CONTRACT NO.: C-1691**

**ANNUAL MAINTENANCE DREDGING SERVICES
FISCAL YEARS 2020 - 2024**

**BLOUNT ISLAND, TALLEYRAND & DAMES POINT
MARINE TERMINALS**

**PREPARED BY
JPA PROCUREMENT & ENGINEERING SERVICES**

DATE: MAY 2019

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JAXPORT OFFICIAL WEBSITE

<https://www.jaxport.com/procurement/active-solicitations/>

BID DOCUMENTS

(NOT FOR CONSTRUCTION)

**ARTICLE I
INSTRUCTIONS TO PROPOSERS**

1.01 GENERAL INFORMATION

The Jacksonville Port Authority is soliciting proposals from qualified “**DREDGING COMPANIES**” interested in providing annual maintenance dredging services for the Jacksonville Port Authority (JAXPORT).

1.02 PRE-PROPOSAL MEETING

To ensure that all Proposers are fully informed of the requirements for this Contract, a Non-Mandatory Pre-Proposal meeting will be held on **WEDNESDAY, JUNE 5, 2019** at 10:00AM (EST) at the Jacksonville Port Authority, Port Central Office Building (PCOB), First Floor Conference Room, 2831 Talleyrand Avenue, Jacksonville, Florida 32206.

1.03 RECEIPT AND OPENING OF PROPOSALS

The Jacksonville Port Authority (JAXPORT) will receive Proposals until **WEDNESDAY, JUNE 26, 2019 at 2:00PM (EST)** from qualified “**DREDGING COMPANIES**” interested in providing services, as per Article IV – Technical Specifications. These proposals will be publicly opened in the First Floor Conference Room, Jacksonville Port Authority, 2831 Talleyrand Avenue, Jacksonville, Florida, at the stated time and date listed above.

1.04 DELIVERY OF PROPOSALS

Submit one (1) original (w/ink signatures) and five (5) copies of the Proposal and all required supplemental material listed in Article III (items to be submitted with Proposal Form) must be submitted in a sealed package. The label on the package should read “**C-1691 ANNUAL MAINTENANCE DREDGING SERVICES**” and addressed or delivered **ONLY** to:

**Jacksonville Port Authority
Procurement Services Department
Attn: Sandra Platt, Sr. Contract Specialist
2831 Talleyrand Avenue
Jacksonville, FL 32206**

Each Proposal package submitted must clearly show the Proposer's company name on the outside. Facsimile proposals will not be accepted. Any Proposals received after the above stated time and date will not be opened or considered. It is the sole responsibility of the Proposer to have its Proposal delivered to JAXPORT as specified herein on or before the above date and time. Reliance upon mail, public carrier or other delivery service is at Proposer’s risk. All expenses for making Proposals to JAXPORT are to be borne by the Proposer and will not be borne, charged to or reimbursed by JAXPORT in any manner or under any circumstance.

1.05 CONTRACT DOCUMENTS

The Contract Documents give the description of the work to be done under this Contract. The required qualifications of proposers, other technical information, applicable special conditions, term of the Contract and payment terms are also contained in these documents. The date, time and place of the receipt and opening of proposals are listed in Article 1.02 above.

1.06 EXAMINATION OF CONTRACT DOCUMENTS

The Proposer is required to carefully examine the sites of the work and the Contract documents. It will be assumed that the Proposer has investigated and is fully informed of the conditions, the character, and quality of work to be performed, any materials and equipment to be furnished, and of the requirements of the Contract documents.

1.07 OBLIGATION OF PROPOSERS

The Proposer must become fully aware of JAXPORT's requirements for the Contract. Failure to do so will not relieve a successful Proposer of its obligation to furnish the material, equipment and labor necessary to carry out the provisions of the Contract Documents and to complete the work at the prices proposed.

In addition, the Proposer will be held responsible for having examined the details of the proposed scope of work. The Proposer will use its personal knowledge and experience or professional advice as to the character of the proposed work and any other conditions surrounding and affecting the proposed work. The submittal of a Proposal will be construed as evidence that all Proposer obligations have been satisfied and no subsequent allowance will be made in this regard.

1.08 QUESTIONS & ADDENDA

Any questions regarding this Invitation to Negotiates (ITN) should be directed to **Sandra Platt** and submitted by email only to **Sandra.platt@jaxport.com**. Answers to questions will be released in an Addenda directed to all known prospective proposer and advertised on our projects for bid website at <https://www.jaxport.com/procurement/active-solicitations/>

The deadline for questions will be WEDNESDAY, JUNE 12, 2019 at 11:00AM (EST).

No interpretation of the meaning of the specifications or other Contract Documents, or corrections of any apparent ambiguity, inconsistency or error therein, will be made to any Proposer orally. Any request for such interpretations or corrections must be made in writing to:

**Jacksonville Port Authority
Procurement Services Department
P.O. Box 3005
Jacksonville, FL 32206-0005**

Any such request which is not received prior to the above deadline date for questions will not be considered. All such interpretations and supplemental instructions will be in the form of written Addenda to the Contract Documents, which if issued, will be e-mailed to all known prospective proposers. However, it is the responsibility of each Proposer before submitting its Proposal to contact the Procurement Services Department at (904) 357-3017 to determine if any Addenda have been issued and to make such Addenda a part of its Proposal. The Jacksonville Port Authority accepts no responsibility for addenda sent by mail, and proposers shall not be permitted to modify their proposal after the specified time for the proposal opening.

All addenda must be signed by an individual authorized to sign the proposal. Unsigned addenda shall be considered nonconforming and will therefore cause the addenda to be rejected. No addenda shall be withdrawn after the time stated in the "Invitation to Negotiates" has been reached and the call for proposals has been closed.

1.09 PREPARATION OF PROPOSAL

- A. Proposal will be submitted with the attached Proposal Form (Article III). All blank spaces on the form must be typed or legibly printed in ink. Only the Proposal Form and applicable additional information should be submitted. **DO NOT SUBMIT ANY OTHER PORTIONS OF THE ORIGINAL JAXPORT PROPOSAL PACKAGE.**
- B. Cover Letter - limited to one page and must include the following information:
 - a. Legal name of the Proposer
 - b. Primary location (Physical business address)
 - c. Telephone number, Fax number and E-mail address
 - d. Name of contact person
 - e. Authorized signature of contact person

- C. Proposal should be prepared simply and economically avoiding the use of elaborate promotional materials beyond those sufficient to provide a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of this Invitation to Negotiate. Each proposal should include an Executive Summary of not more than three (3) pages that highlights each of the key areas of the proposal and that summarizes the Proposer's case as to why such proposal should be selected by JAXPORT. Emphasis should be on completeness and clarity of content and ease of locating responses to requested information.
- D. Any information thought to be relevant, but not applicable to the enumerated scope of services, should be provided as an Appendix to the Proposal. If publications are supplied by a Proposer, the Proposal should include reference to a document number and/or page number of that Appendix material. Proposals not providing this reference will be considered to have no additional material to be considered during the evaluation process.
- E. An authorized representative shall sign the proposal. If an individual makes the Proposal, he or she must sign his or her name therein and state his or her address and the name and address of every other person interested in the Proposal as principal. If a firm or partnership makes the Proposal, the name and address of each member of the firm or partnership must be stated. If a corporation makes the Proposal, an authorized officer must sign the Proposal or agent, subscribing the name of the corporation with his or her own names and affixes the Corporate Seal. Such officer or agent must also state the name of the State, under which the corporation is chartered, and the names and business address of the President, Secretary and Treasurer. If applicable, also provide evidence of registration with the Secretary of State of the State of Florida for doing business in the State of Florida.
- F. Proposals will be submitted in accordance with requirements specified on this Invitation to Negotiate and limited to no more than thirty (30) pages. Resumes and supporting documents are not included in the page count.
- G. Failure to submit all information requested will result in a proposal being considered "non-responsive," and therefore will be rejected.

1.10 PROPOSERS ARE RESPONSIBLE FOR ADDRESSING EVALUATION CRITERIA

Proposers should be aware that the proposal will be evaluated in accordance with the criteria prescribed herein and accordingly would be advised to structure their proposal in a manner to properly address each factor of the Evaluation Criteria.

- A. **Evaluation of Proposal and Determining the Competitive Range** - The Evaluation Committee shall determine qualifications, interest and availability by reviewing the written responses received, and, when deemed necessary, by conducting formal interviews of selected Proposers that are determined to be best qualified based upon the evaluation of written responses.
- B. **Evaluation Criteria**
 - a. **Expertise of Staff (25 Points Maximum Score)** – Proposer must name and provide documentation supporting the level of expertise each staff member who will be directly involved with this project. A one page resume will be sufficient. The Proposer must exhibit their knowledge of the surrounding environment and relevant local and federal regulations.
 - b. **Experience with Similar Projects (20 Points Maximum Score)** – Proposer will list at least three projects, current or within the last five (5) years they have performed on and provide a narrative on why they consider these projects are similar, describe why they were successful, the challenges they faced and how they overcame those challenges. Further the Proposer must include references for each project.
 - c. **Price (40 Points Maximum Score)** – It is the intent of JAXPORT to apply the proposed rates for dredging to the Bartram location to FY14 and FY15 data and the proposed rates for dredging to the

Buck Island location to FY16 through FY18 data. The total for all five years will be calculated and 25 points awarded to the best overall price. Each of the remaining Proposers will receive points proportional to the best price.

- d. **Equipment/Method (15 Points Maximum Score)** – Proposers are to include the equipment and method of dredging in their proposal. Proposers must include a detailed list of the equipment which at a minimum includes the age and type of equipment. Proposers must include the method of dredging and why they feel that the method they are recommending is the best approach. Proposers should address the quality of the work, the speed, and the ability to adapt to the local environment.

1.11 WITHDRAWAL OF PROPOSAL

Any Proposal may be withdrawn by written request of the Proposer until the date and time set above for opening of the Proposals. Any Proposal not so withdrawn will, upon opening, constitute an irrevocable offer for ninety (90) days (or until one or more of the Proposal have been duly accepted by JAXPORT, whichever is earlier) to provide JAXPORT the services set forth in the attached specifications. JAXPORT action on Proposal normally will be taken within sixty (60) days of opening; however, no guarantee or representation is made as to the time between the proposal opening and the subsequent JAXPORT action.

1.12 DISQUALIFICATIONS OF PROPOSERS

Any of the following causes may be considered sufficient for the disqualification of a Proposer and rejection of the Proposal:

- A. Submission of more than one Proposal for the same work by an individual, firm, partnership or corporation under the same or different names. If a company has more than one division, only one Proposal may be submitted for the company.
- B. Evidence of collusion among Proposers.
- C. Incomplete work for which the Proposer is committed by contract which, in the judgment of JAXPORT, might hinder or prevent the Proposer with complying with the requested scope of services under this Contract if awarded to such Proposer.
- D. Being in arrears on any existing agreement with JAXPORT or having defaulted on a previous contract with JAXPORT. For purposes of this section, corporations, partnerships or companies, or firms or other business entities created for the purpose of shielding any individual, firm, Partnership Corporation, or other business entity from the application of this provision may be considered for disqualification.
- E. Items 'C' and 'D' above will be considered by JAXPORT after the opening of Proposals, and, if found to apply to any Proposer, JAXPORT will notify the Proposer that its Proposal will not be considered for an award of the Contract. The Proposer has five (5) business days to appeal in writing this decision to JAXPORT Chief Executive Officer, via the Procurement Department, and the decision of the Chief Executive Officer will be final.
- F. Failure to provide the notarized forms, if any, required in the Proposal documents, and any other requirements listed in Article III. Minor irregularities that do not materially affect the Proposal may be waived at the sole discretion of JAXPORT.
- G. Failure to disclose disciplinary actions taken or pending against the firm within the past three (3) years.

1.13 NON-WARRANTY OF ITN INFORMATION

Due care and diligence has been exercised in the preparation of this ITN and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the exposures to risk and verification of all information herein shall rest solely with those making proposals. JAXPORT and its representatives shall not be responsible for any error or omission in the ITN.

1.14 CONTINGENCY FEES PROHIBITED

By submitting a proposal in response to this ITN, the Proposer warrants that it has not employed or retained a company or person, other than a bona fide employee or sub proposer, working in its employ, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award of making a contract with JAXPORT.

1.15 REJECTIONS OF IRREGULAR PROPOSALS

Proposals will be considered irregular and may be rejected if they show omissions, alterations of form, additions not called for, conditions, limitations, unauthorized alternate proposals or other irregularities of any kind. JAXPORT reserves the right to waive any non-conformance or irregularities of proposals, or to reject any or all proposals, in whole or in part, whenever such non-conformance or irregularities are minor and such action is deemed to be in the best interest of JAXPORT.

In this regard, JAXPORT reserves the right to reject any and all Proposals, in whole or in part, and to waive any non-conformance or any other irregularities received in said proposal, to reject any and all Invitation to Negotiates and to accept the proposal which in its judgment will be in the best interest of JAXPORT.

1.16 PUBLIC ENTITY CRIME

Pursuant to Chapter 287 of the Florida Statutes, Proposers are required to complete and submit with their proposals a Sworn Statement Pursuant to Section 287.133 (3) (a), Florida Statutes, on Public Entity Crimes. **Form PEC is provided as “Exhibit B”** for that purpose and must be included with the proposal form at the time proposals 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 proposal on a contract to provide any goods or services to a public entity;
- Submitting a proposal on a contract with a public entity for the construction or repair of a public building or public work;
- Submitting proposals on leases of real property to a public entity;
- Being awarded or performing work as a Proposer, supplier, sub Proposer, or Proposer 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.

1.17 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 proposal on a contract to provide any goods or services to a public entity;
- Submit a proposal on a contract with a public entity for the construction or repair of a public building or public work;
- Submit proposals on leases of real property to a public entity;
- Be awarded or perform work as a contractor, supplier, subcontractor, or Contractor under a contract with any public entity; or
- Transact business with any public entity.
- To view a current list, visit:

1.18 PROPOSERS REPRESENTATION AND AUTHORIZATION

In submitting a proposal, each Proposer understands, represents, and acknowledges the following (if the Proposer cannot so certify to any of the following, the Proposer shall submit with its response a written explanation of why it cannot do so).

- The Proposer 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 proposal documents, the Proposer, 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.
- Proposer currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- The proposal submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any Proposer or potential Proposer, nor they will not be disclosed before the solicitation proposal opening.
- The Proposer has fully informed JAXPORT in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- The product(s) offered by the Proposer will conform to the specifications without exception.
- The Proposer 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 Proposer, the Proposer agrees that it intends to be legally bound to the Contract that is formed with the JAXPORT.
- The Proposer has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the 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 Proposer shall indemnify, defend, and hold harmless JAXPORT 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 proposal.
- All information provided by, and representations made by, the Proposer are material and important and will be relied upon by JAXPORT in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from JAXPORT of the true facts relating to submission of the proposal. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.
- That the Proposer has carefully examined the Scope of Services and that from his/her investigations has been satisfied as to the nature and location of the work, the kind and extent of the services 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 Proposer 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.

1.19 E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION

Proposers are required to complete and submit with their proposals a E-Verify Acknowledgement and Acceptance Form. **Form is provided as “Exhibit C”**. The successful proposer 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 proposers 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 proposer 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.

1.20 NON-DISCRIMINATION PROVISIONS

The Proposer will have all state, county and local licenses and permits as may be required by law to perform the described services. The Proposer 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 paragraph 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 USC 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.

1.21 PUBLIC MEETING REQUIREMENTS

JAXPORT is required to comply with Section 286.011 of the Florida Statutes. Therefore, Selection Committee meetings and meetings of the Awards Committee are required to be held in public with sufficient notice made of the time and date of the meeting. All notices of public meetings are posted in the lobby of the Jacksonville Port Authority, 2831 Talleyrand Avenue, Jacksonville, FL 32206.

1.22 PROTEST PROCEDURES

Respondents shall file any protest regarding this ITN 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/procurement-team/>

1.23 EX-PARTE COMMUNICATION PROHIBITED

JAXPORT believes that any ex-parte communication concerning the solicitation, evaluation, and selection process denies all firms submitting proposals fair, open, and impartial consideration. Adherence to procedures which ensure fairness is essential to the maintenance of public confidence in the value and soundness of the important process of public procurement of professional services. Therefore, during the solicitation, evaluation, and selection process, any ex-parte communication between a firm, its employees, agents, or representatives; and JAXPORT, its members, employees, agents, legal counsel, or representatives; other than JAXPORT’s designated representative identified herein, is strictly prohibited. Failure to observe this requirement shall result in rejection of a firm’s proposal. For purposes of this section, the term “ex-parte communication” shall mean any oral or written communication relative to this solicitation, evaluation, and selection process, which occurs outside of an advertised public meeting, pursuant to Section 285.011, Florida Statutes.

This requirement shall not prohibit:

- A. Meetings called or requested by JAXPORT and attended by Proposers/Firms for the purpose of discussing this solicitation, evaluation, and selection process, including, but not limited to, substantive aspects of this ITN;
- B. The addressing of any elected or appointed governing authority of JAXPORT at public meetings advertised and conducted pursuant to, and in compliance with, Section 285.011, Florida Statutes;
- C. The filing and prosecution of a written protest to any proposed award to be made pursuant to this solicitation, evaluation, and selection process, which filing and prosecution shall give notice to all firms. Protest proceedings shall be limited to open public meetings with no ex-parte communication outside those meetings;
- D. Contacts with elected officials of JAXPORT.

1.24 EXECUTION OF THE CONTRACT

Within ten (10) days after Notice of Award, the successful Proposer will furnish the required certificates of insurance and Performance and Payment Bonds and enter into a formal agreement with JAXPORT. Failure to execute the Agreement as provided in these documents within ten (10) days from the date of Notice of Award will be just cause, unless such failure has been caused by JAXPORT, for JAXPORT to annul and void the award. Award may then be made to another Proposer, or the contract may be re-advertised, as in the best interest of both entities. No award will be binding upon JAXPORT until the agreement has been executed by all appropriate parties. The Contractor shall be prepared to begin maintenance dredging on October 1, 2019.

1.25 ARTICLE/SECTION HEADINGS

Article or Section headings offering herein are inserted for convenience only, or reference only, and will in no way be construed to be interpretation of the text of this ITN.

1.26 ORDER OF PRECEDENCE

Any contract resulting from this Invitation to Negotiate will include the following provision:

In case of any conflict between the provisions of the ITN, the provisions of JAXPORT's **ITN C-1691** and Proposer's Proposal, these provisions will be given preference in the following order: 1) Amendments to Contract; 2) Contract **C-1691**; 3) Addenda to **ITN**; 4) JAXPORT's **ITN C-1691**; and 5) Proposer's Proposal.

1.27 VENUE

The venue of any legal action brought by or filed against JAXPORT relating to any matter arising under this ITN will be exclusively in the appropriate court, sitting in Duval County, Florida that has jurisdiction over such legal action. This ITN will be governed by and interpreted under the laws of the State of Florida.

1.28 ENTIRE AGREEMENT

This ITN is the entire agreement of the Parties and the Parties are not bound by any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted in this ITN. Proposer agrees that no representations have been made by JAXPORT to induce the Proposer to enter into this ITN other than as expressly stated in this ITN. This ITN can neither be changed orally, nor by any means other than by written amendments expressly referencing this ITN and signed by all Parties hereto.

1.29 TAX EXEMPT

JAXPORT is exempt from State of Florida sales tax. The tax-exempt number is 85-8012544323C-8.

**ARTICLE II
GENERAL CONDITIONS**

2.01 DEFINITIONS

JAXPORT - The Jacksonville Port Authority.

PROPOSER - Any individual, firm or corporation submitting a Proposal for the work contemplated.

PROPOSAL - The approved forms on which the Proposer is to submit, or has submitted, its charges for the work contemplated.

CONTRACT - The Contract consists of the document labeled "Specifications for **ANNUAL DREDGING SERVICES** for the Jacksonville Port Authority", **ITN C-1691** and any Addendum issued before the execution of the Contract; Proposer's Proposal; and any Modification issued after execution of the Contract. A Modification is a written amendment to the Contract signed by both Parties. The order of precedence of contract documents will be as specified in Article 1.25.

CONTRACTING OFFICER - Designated JAXPORT individual who provides JAXPORT Inspector(s) with Contract information and monitors the administration of the Contract to ensure compliance with terms by both JAXPORT and the Proposer. The Contracting Officer is the only individual authorized to make Contract modifications. The Contracting Officer will be the Director of Procurement Services.

PROPOSER - Any individual, firm or corporation entering into a Contract to perform the Scope of Services for JAXPORT.

PROPOSER'S REPRESENTATIVE(S) - Individual(s) designated in writing by the Proposer at the time of contract award as the only individual(s) authorized to act for the Proposer in all matters, including change orders, modifications to contract terms, quoting of services and provision of estimates for additional services not stated in the scope of services.

2.02 SCOPE OF SERVICES

The work to be performed under this Contract is specified in ARTICLE IV, TECHNICAL SPECIFICATIONS, with work to be performed as specified. JAXPORT, without invalidating the Contract, may order extra work or make changes by altering, adding to, or deducting from the work, and the Contract will be adjusted accordingly, based on a mutually agreed upon negotiated amount. Changes in the work and the contract fees may only be changed by prior written agreement executed by the parties with proper authorization to do so.

2.03 TERM OF CONTRACT

The term of the agreement for these services is intended to be for a five (5) period with four (4) additional, one-year (1) renewal options made at the discretion of JAXPORT. JAXPORT will award this contract to one (1) Proposer, who will be the designated Prime Proposer and who will be the single point of contact and will be fully responsible for providing **ANNUAL MAINTENANCE DREDGING** services to JAXPORT.

2.04 EVALUATION AND NEGOTIATION PROCESS

JAXPORT intends to select up to three (3) Proposers (within the "competitive range") with which to commence negotiations. A selection committee (hereinafter referred to as the "Selection Committee"), will be appointed by JAXPORT's Director of Procurement Services to review and evaluate each Response submitted. JAXPORT's Procurement Services Department will distribute a copy of each Response to each member of the Selection Committee, and the members of the Selection Committee will separately and independently evaluate and rank the Responses using the "Evaluation Criteria" as stated in ARTICLE I Section 1.09 of this ITN. The Selection Committee will develop a list of Proposers where their initial scores fall within the competitive range. JAXPORT will then initiate contract negotiations with those Proposers who are on the list. The competitive range will be determined based on the number of Proposers as well as the variation of scores.

The Selection Committee may request that the Proposers provide additional information to clarify their Response. The Selection Committee will NOT allow Proposers to submit additional reference projects or change said reference projects that were initially submitted for the purposes of meeting the Minimum Qualifications stated in this ITN. However, The Selection Committee may request clarification of submitted documentation so that the Selection Committee may make an accurate assessment in developing the competitive range. The Selection Committee must be satisfied that the successful Proposer has the necessary technical expertise, experience, and resource capabilities to satisfactorily perform the Work described in this ITN.

JAXPORT reserves the right to Award a Contract based on the Selection Committee's initial evaluation of the Responses if the Selection Committee deems the Responses demonstrate adequate competition, compliance, and responsiveness to this ITN. If the Selection Committee determines the previously stated criteria have not been met, the Selection Committee will finalize the competitive range and proceed with contract negotiations.

Proposers are cautioned to present the best possible pricing offer in their initial Responses. Failing to do so may result in a Proposer not moving forward in the process. Additionally, the revenue share rates submitted with the initial Response cannot be decreased during the ITN process.

Once the Competitive Range is determined, the Director of Procurement Services, will appoint a negotiating team (the "Negotiating Team"). The Negotiation Team may be comprised of the same individuals as were members of the Selection Committee. The Negotiation Team reserves the right to negotiate concurrently or separately with the Proposers who fell within the Competitive Range. The Negotiation Team reserves the right to seek clarifications, to request Response revisions, and to request any additional information deemed necessary for proper evaluation of the Responses. The Negotiation Team reserves the right to incorporate value added services or industry standard innovations recommended by a Proposer into the Contract's scope of work.

A Proposer that is included in the negotiations may be required, at the sole option of JAXPORT, to make an oral presentation, provide additional written clarifications to its Response, participate in an interview and/or the Negotiation Team may require site visits to Proposer's facilities. Oral presentations, hand-outs, and written clarifications will be attached to the Proposer's Response and will become a part of the Response as if originally submitted. JAXPORT's Procurement Services Department will initiate and schedule a time and location for any presentations or interviews which may be required.

As a part of the negotiation process, the Negotiation Team may contact the references provided by the Proposer for the purpose of independently verifying the information provided in the Response, and to assess the extent of success of the projects associated with those references. The Negotiation Team also reserves the right to contact references not provided by Proposers. Proposers may be requested to provide additional references. The results of the reference checking may influence the final negotiation, ranking, and Award recommendation.

After written clarifications, oral presentations, interviews, site visits, and any other negotiations deemed by the Negotiation Team to be in its best interest, the Proposers who were determined to be within the Competitive Range will be given a deadline to submit their best and final offer (the "Best and Final Offer" or "BAFO"). The negotiation process will stop upon submission of the BAFO. Proposers will not be allowed to make further adjustments to their BAFO or communicate further with JAXPORT, except to respond to requests for clarification from the Negotiating Team.

The Negotiating Team will adjust and calculate the final rankings based on the BAFO submissions. The Negotiation Team does not anticipate reopening negotiations after receiving the BAFOs, but reserves the right to do so if it believes doing so will be in the best interest of JAXPORT. In the event that JAXPORT reopens negotiations, any final rankings will be revised accordingly.

Negotiations will not be open to the public, but will be recorded. All recordings of negotiations and any records, documents, and other materials presented at negotiation sessions are public records and can be released pursuant to a public records request after a notice of intended decision for this ITN is posted, or thirty (30) days after the opening of the final response, whichever occurs earlier.

The Award recommendation of the Negotiating Team will be based upon the scoring of the BAFOs and the Evaluation Criteria.

In its sole discretion, JAXPORT reserves the right to withdraw this ITN either before or after receiving Responses, to reject any and all Responses either in whole or in part, with or without cause, or to waive any ITN requirement informalities, minor irregularities, and deficiencies in any Response, and to determine such action is in the best interest of JAXPORT. Issuance of this ITN in no way constitutes a commitment by the participating agencies to make an Award or enter into a Contract.

2.05 CERTIFICATION/PROPOSER QUALIFICATIONS

Proposer must be a qualified and licensed Firm and have current experience in providing the types of services/equipment required under this INVITATION TO NEGOTIATE (ITN). The Proposer must become fully aware of the technical specifications, failure to do so will not relieve a successful proposer of its obligation to provide JAXPORT's requirements for the contract at the price submitted and in accordance with all specifications, terms, conditions and the delivery stated on this ITN.

2.06 PAYMENT

A. All invoices will reference the Contract Number **C-1691**. An original and one copy will be emailed to:

accounts.payable@jaxport.com

or mail to:

**Jacksonville Port Authority
ATTN: Accounts Payable
P.O. Box 3005
Jacksonville, FL 32206-3496**

B. Invoices will be processed following normal JAXPORT payment procedures, which are **thirty (30) days net after receipt of an approved invoice**. Special or early payments will not be authorized.

2.07 RESPONSIBILITIES OF THE PROPOSER

- A. A post award conference will be scheduled after the Contract is awarded when the Proposer will furnish the certificates of insurance, performance and payment bonds, copies of licenses and other items required by JAXPORT.
- B. The Proposer will provide services as described in the Contract upon receipt of Notification of Award issued by JAXPORT.
- C. The Proposer is responsible for product quality, timely delivery and responsiveness as listed in Article IV – Technical Specifications.
- D. The Proposer will remain liable for all damages to, or incurred by, JAXPORT caused by the Proposer's negligent performance of any of the services furnished under this Contract.
- E. The Proposer represents that it is an independent Proposer and not an employee of JAXPORT, nor are any of Proposer's employees performing services in furtherance of this Contract to be considered employees of JAXPORT. The Proposer is responsible for any federal or state taxes applicable to this Contract and for complying with the requirements of all federal and state laws about income tax withholding, unemployment insurance and other insurance applicable and necessary for its employees. Employees of the Proposer will not be eligible for any Federal Social Security, State Worker's Compensation or unemployment insurance under this Contract except as employees of the Proposer.
- F. The Proposer will designate in writing a qualified person(s) to act as its designated representative. The Proposer's Representatives(s) will have authority to act for the Proposer in all matters covered by this Contract.
- G. The Proposer will notify JAXPORT Contact in writing, prior to affecting a personnel change concerning the professional personnel assigned to the Contract. JAXPORT will have the right to reject any personnel assigned to perform work under this Contract.

H. All personnel employed by the Proposer will be competent, trustworthy and properly trained. The Proposer and its employees will be required to comply with all the applicable regulations of JAXPORT.

2.08 RESPONSIBILITIES OF JAXPORT

- A. At the post award conference, JAXPORT will provide a list of personnel, with phone numbers, who are designated as JAXPORT representatives.
- B. JAXPORT will promptly notify the Proposer, or its designated representative(s), of any problem encountered during the Contract term and will arrange for a meeting to resolve issues.
- D. JAXPORT will provide timely processing of Proposer's invoices, if all the terms of the Contract have been met. In cases where Contract procedures were not followed, every attempt will be made to reach an agreement acceptable to both parties, but JAXPORT will not be liable for costs billed by the Proposer in violation of Contract terms.

2.09 INDEMNIFICATION

Any Contract resulting from this INVITATION TO NEGOTIATE will include the following provisions:

To the fullest extent permitted by law, the Proposer agrees to indemnify, defend and hold harmless JAXPORT, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to all fees and charges of engineer(s), architect(s), attorney(s) and other professional(s), court costs, or other alternative dispute resolution costs arising out of, resulting from, or otherwise but for the performance or furnishing of Proposer's work or services under this INVITATION TO NEGOTIATE; 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 Proposer, Proposer's Subcontractor(s) or anyone directly or indirectly employed or hired by Proposer, or anyone for whose acts Proposer may be liable. JAXPORT reserves the right, but not the obligation, to participate in defense without relieving Proposer of any obligation hereunder.

2.10 INSURANCE

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

Workers' Compensation/Employers' Liability

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

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

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

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

Commercial General Liability

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

General Aggregate	Three Times the Each Occurrence Limit
Products/Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury, Each Occurrence	\$1,000,000
Sudden and Accidental Pollution	\$1,000,000

Business Auto Policy

ISO Form Number CA 00 01 covering any auto (code 1), or contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

Owners Protective Liability Coverage

The minimum OCP Policy limits per occurrence and, if subject to an aggregate, annual aggregate to be provided by the Contractor shall be the same as the amounts shown above as the minimum per occurrence and general policy aggregate limits respectively required for the Commercial General Liability Coverage. The limits afforded by the OCP Policy and any excess policies shall apply only to the Owner and the Owner's officials, officers, agents and employees and only to claims arising out of or in connection with the work under this contract.

Property Insurance

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

Umbrella Liability

\$5,000,000 per Occurrence

\$5,000,000 Aggregate

Minimum underlying coverage's shall include Commercial General Liability, Automobile liability and Workers' Compensation/Employer's Liability.

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

THE CONTRACTOR'S CGL COVERAGE WILL BE PRIMARY AND NON-CONTRIBUTORY.

A waiver of subrogation is required for Workers Compensation, GL, USL&H, Auto Liability, Pollution and Umbrellas 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.

2.11 PERMITS AND LICENSES

All licenses necessary to carry out the delivery will be secured and paid for by the Proposer and remain in effect throughout the duration of the Contract. If the Proposer allows unlicensed personnel to perform work on JAXPORT facilities, the Contract will be terminated immediately.

2.12 PERFORMANCE AND PAYMENT BOND REQUIREMENT

Performance and Payment Bonds are required and must be submitted within ten (10) days of Notification of Award.

2.13 TERMINATION FOR DEFAULT

If through any cause within the reasonable control of the successful Proposer/Firm, it shall fail to fulfill in a timely manner, or otherwise violate any of the covenants, agreements, or stipulations material to the Agreement, JAXPORT shall thereupon have the right to terminate the services then remaining to be performed by giving written notice to the successful Proposer of such termination which shall become effective upon receipt by the successful Proposer of the written termination notice.

In that event, JAXPORT shall compensate the successful Proposer in accordance with the Agreement for all services performed by the Proposer prior to termination, net of any costs incurred by JAXPORT as a consequence of the default.

Notwithstanding the above, the successful Proposer shall not be relieved of liability to JAXPORT for damages sustained by JAXPORT by virtue of any breach of the Agreement by the Proposer, and JAXPORT may reasonably withhold payments to the successful Proposer for the purposes of set off until such time as the exact amount of damages due to JAXPORT from the successful Proposer is determined.

2.14 TERMINATION FOR CONVENIENCE

JAXPORT may, for its convenience, terminate the services then remaining to be performed at any time without cause by giving written notice to successful Proposer of such termination, which shall become effective thirty (30) days following receipt by Proposer of such notice. In that event, all finished or unfinished documents and other materials shall be properly delivered to JAXPORT. If the Agreement is terminated by JAXPORT as provided in this section, JAXPORT shall compensate the successful Proposer in accordance with the Agreement for all services actually performed by the successful Proposer and reasonable direct costs of successful Proposer for assembling and delivering to JAXPORT all documents. No compensation shall be due to the successful Proposer for any profits that the successful Proposer expected to earn on the balance of the Agreement. Such payments shall be the total extent of JAXPORT's liability to the successful Proposer upon a termination as provided for in this section.

2.15 ASSIGNMENT

Due to the additional administrative burden placed on JAXPORT, the Proposer will not assign or otherwise transfer its rights under the Contract, without the express written consent of JAXPORT.

2.16 FORCE MAJEURE

A. Performance of this ITN by both JAXPORT and the Proposer will be pursued with due diligence in all requirements hereof; however, neither JAXPORT nor the Proposer will be considered in default in the performance of its obligations under this ITN to the extent that such performance is prevented or delayed by causes not within the control of either Party and not foreseeable or, if foreseeable cannot be avoided by the exercise of reasonable care, including, but not limited to, acts of civil or military authority (including but not limited to courts or administrative agencies); acts of God; war; riot; insurrection; inability to secure approval, validation or sale of bonds; inability to obtain any required permits, licenses or zoning; blockades; embargoes; sabotage; epidemics; fires; floods; strikes; lockouts; or collective bargaining. Upon any delay resulting from such cause the time for performance of each Party hereunder (including the payment of monies if such event prevents payment) will be extended for a period necessary to overcome the effect of such delays.

- B. In case of any delay or nonperformance caused by the above causes, the Party effected will promptly notify the other in writing of the nature, cause, date of commencement and the anticipated extent of such delay, and will indicate the extent, if any, to which it is anticipated that any delivery or completion dates will be affected by that.

2.17 NON-WAIVER

Failure by either Party to insist upon strict performance of any of the provisions of this ITN will not release either Party of any of its obligations under the ITN.

2.18 GOVERNING LAW AND VENUE

This ITN will be read by and construed according to the laws of the State of Florida. Any litigation under this ITN will take place in the court of proper jurisdiction in Jacksonville, Duval County, Florida.

**ARTICLE III
PRICE PROPOSAL FORM**

The following checklist is provided for convenience. The Proposer should carefully review the submittal requirements in the ITN and submit all information requested.

1. Provide the location of the office from which the proposed project will be administered.
2. Evidence that the Firm is licensed to do Business in the State of Florida.
3. Acknowledgement of Addenda
4. Conflict of Interest Certificate (Exhibit "A")
5. Sworn Statement of Public Entity Crimes (Exhibit "B")
6. E-Verify Compliance Form (Exhibit "C")
7. Electronic Data Requirements – E-Builder (Exhibit "D")
8. Performance and Statutory Payment Bond – Awardee must submit within ten (10) days of the award.

PROPOSER'S CERTIFICATION

1) Certification and Representations of the Proposer

By signing and submitting a proposal, the Proposer certifies and represents as follows:

- A. That it has carefully examined all available records and conditions, including sites if applicable, and the requirements and specifications of these Contract Documents prior to submitting its Proposal. Where the Proposer visits sites, no work or other disturbance is to be performed while at the site without written permission by JAXPORT in advance of the site visit.
- B. That every aspect of its submitted Proposal, including the Contract Price, are based on its own knowledge and judgment of the conditions and hazards involved, and not upon any representation of JAXPORT. JAXPORT assumes no responsibility for any understanding or representation made by any of its representatives during or prior to execution of the Contract unless such understandings or representations are expressly stated in the Contract and the Contract expressly provides that JAXPORT assumes the responsibility.
- C. That the individual signing the proposal is a duly authorized agent or officer of the firm. Proposals submitted by a corporation must be executed in the corporate name by the President or Vice President. If an individual other than the President or Vice President signs the proposal, satisfactory evidence of authority to sign must be submitted with the proposal. If the proposal is submitted by a partnership, the proposal must be signed by a partner whose title must appear under the signature. If an individual other than a partner signs the proposal, satisfactory evidence of authority to sign must be submitted with the proposal. The corporation or partnership must be in active status at the Florida Division of Corporations at the time of submission of the proposal.
- D. That the firm maintains in active status any and all licenses, permits, certifications, insurance, bonds and other credentials including not limited to Contractor's license and occupational licenses necessary to perform the services. The Proposer also certifies that, upon the prospect of any change in the status of applicable licenses, permits, certifications, insurances, bonds or other credentials, the Proposer shall

immediately notify JAXPORT of status change.

- E. That it read understands and will comply with Article 1.15, Public Entity Crime “Exhibit B” and Conflict of Interest Certificate “Exhibit A” of these instructions to Proposers.

PROPOSER’S ACKNOWLEDGEMENT

I hereby acknowledge, as Proposer’s authorized agent, that I have fully read and understand all terms and conditions as set forth in this Proposal and will fully comply with such terms and conditions.

Date: _____

Company Name: _____

Authorized Agent’s Name: _____

Title: _____

Authorized Agent’s Email Address: _____

Vendor is a (check one): _____ Corporation _____ Partnership _____ Individual

Federal Identification Number: _____

Remittance Address: _____

Telephone Number: _____ Fax Number: _____

Failure to provide above information in stated format will be grounds for rejection of Proposal.

PRICE PROPOSAL FORM

BARTRAM ISLAND PRICING FOR YEARS 1 and 2 - FY20 and FY21					TIERED RATE STRUCTURE		
			Option 1	Option 2	Amount over MAG of 260,000 CY		
Item	Description	Unit of Measure	Dredging Unit Price \$/CY (Fuel Cost NOT Included)	Dredging Unit Price \$/CY (Fuel Cost Included)	From 260,001 to 350,000	From 350,001 to 450,000	Greater than 450,000
Enter Percentage discount in price for volumes over MAG of 260,000 CY ==>							
1	BIMT Berths 20, 22, 30 through 35 and DPMT Berths 10, 16, 17, 18 and Turning Basin	CY					
2	TMT Berths 3-8	CY					
Basis for fuel (% of \$/CY) =							
Minimum Annual Guarantee for Cubic Yards per Year = 260,000 CY							

BUCK ISLAND PRICING FOR YEARS 2 through 5 - FY21 through FY24					TIERED RATE STRUCTURE		
			Option 1	Option 2	Amount over MAG of CY		
Item	Description	Unit of Measure	Dredging Unit Price \$/CY (Fuel Cost NOT Included)	Dredging Unit Price \$/CY (Fuel Cost Included)	From 260,001 to 350,000	From 350,001 to 450,000	Greater than 450,000
Enter Percentage discount in price for volumes over MAG of CY ==>							
1	BIMT Berths 20, 22, 30 through 35 and DPMT Berths 10, 16, 17, 18 and Turning Basin	CY					
2	TMT Berths 3-8	CY					
Basis for fuel (% of \$/CY) =							
Minimum Annual Guarantee for Cubic Yards per Year = 260,000 CY							

OTHER MISCELLANEOUS COST							
Item	Description	Estimated Quantities Per Year	Unit of Measure		Unit Price	Total Cost	
1	Initial (ONE-TIME) Mobilization - See Technical Specifications, Section 1.O.	1	EA		\$	\$	
2	Initial (ONE-TIME) Demobilization - See Technical Specifications, Section 1.O.	1	EA		\$	\$	
3	Relocate Pump Off Station - See Technical Specifications, Section 1.O.	2	EA		\$	\$	
4	Auxiliary Dewatering Pump - See Technical Specifications, Section 1.R.	1	MONTH		\$	\$	
5	Downtime/Standby - See Technical Specifications, Section 1.P.	10	DAYS		\$	\$	
Estimated Cost per Year						\$	

INVITATION TO NEGOTIATE C-1691

**PUBLISHER SERVICES
FOR THE
JACKSONVILLE PORT AUTHORITY**

NO PROPOSAL FORM

If your firm cannot submit a proposal at this time, please provide the information requested in the space provided below and return it to:

**Jacksonville Port Authority
Attn: Procurement Services Department
2831 Talleyrand Avenue
Jacksonville, FL 32206**

We are unable to submit a proposal at this time due to the following reasons:

Name of Firm: _____

Signature: _____

Printed Name: _____

Title: _____

Telephone Number: _____ Email: _____

Address: _____

City: _____ State: _____ Zip Code: _____

ARTICLE IV TECHNICAL SPECIFICATIONS

1. SCOPE OF WORK

- A. **General.** The Contractor shall furnish all labor, materials, equipment, transportation, plant, and supervision necessary to perform maintenance dredging at the Port's berthing facilities, to maintain dikes, pipelines and other necessary appurtenances thereto, to transport and deposit all dredged materials within the diked spoil disposal areas designated on Bartram Island or Buck Island and to exercise control and abatement of pollution resulting, or likely to result from dredging; transporting of dredged materials and spoil area activities. No dredging will be permitted until all dikes have been sufficiently repaired/improved by the contractor and can safely contain all of the dredge effluent. **The Contractor shall give JAXPORT work priority over private customers.**
- B. **Dredging.** Proposers will be asked to provide a Minimum Annual Guarantee (MAG) based on a 260,000 cubic yards. Any volume above the MAG will be subject to volume discounting as outlined on the Price Proposal Form (Form PPF). The PPF provides for payment at the Unit Price bid by the Contractor for the actual quantity of material dredged within the allowable limits prescribed in these specifications. The dredge depths will be to the authorized federal channel depth with allowance for 2 feet of over dredging.
- C. **Historical Dredge Volumes.** Historical dredge volumes are provided in the table found on the next page. JAXPORT, without invalidating the contract, may order extra work or make changes by altering, adding to, or deducting from the facilities listed or adding or removing facilities, and the contract shall be adjusted accordingly, based upon mutually agreed negotiated rates. Changes in the work and the contract rates may only be changed by prior written agreement executed by the parties with proper authorization to do so.

The dredging volumes listed on the next page are historical and are provided for information purposes only. JAXPORT does not guarantee any total quantity of dredging nor does it guarantee the exact locations at which various quantities of dredging will be dredged under this contract. JAXPORT makes no assurance that the estimated quantities represent the actual quantities to be dredged during the entire period of the contract. JAXPORT shall not be penalized or charged back, if the dredging quantities estimated are not met during the entire period of the contract.

Historical data will be used for proposal evaluation purposes. It is the intent of JAXPORT to apply the proposed rates for dredging to the Bartram location to FY14 and FY15 data and the proposed rates for dredging to the Buck Island location to FY15 through FY18 data. The total for all five years will be compared and points awarded as outlined under Evaluation Criteria.

HISTORICAL VOLUMES (CY)

Annual Summary	FY12	FY13	FY14	FY15	FY16	FY17	FY18
1- TMT- Berths 3/8	74,980	84,653	75,662	125,417	105,545	67,096	222,456
2- DPMT- Berth 10/18	27,412	7,190	31,623	24,055	19,952	19,051	63,658
3- BIMT- Berths 20/22	28,312	14,461	31,963	-	31,808	25,046	42,137
4- BIMT- Berths 30/35	2,084	14,190	8,029	17,240	15,842	13,198	24,354
6- MOL Turning Basin	8,160	14,966	8,641	26,484	16,550	-	117,231
Totals	140,948	135,460	155,918	193,196	189,697	124,391	469,836
MOL Totals - Berths 16/17	169,931	143,142	179,429	156,468	183,173	193,133	274,324
Totals (JAXPORT and MOL)	310,879	278,602	335,347	349,664	372,870	317,524	744,160
Other Tenants	-	102,889	26,940	14,799	86,557	37,500	81,077
Totals (JAXPORT, MOL, Tenants)	310,879	381,491	362,287	364,463	459,427	355,024	825,237

NOTE: DRAWINGS ENTITLED, “FY 20-24”, Annual Maintenance Dredging” Sheets 1 through 18 “Exhibit E” are attached hereto and form a part of these specifications and contract documents.

C.1. OTHER USER DREDGE AGREEMENTS FOR PRIVATE CUSTOMERS OF JAXPORT (NOT PAID BY JAXPORT)

JAXPORT has other User Dredge Agreements in place with several private customers, to facilitate the deposit of dredge material at spoil disposal areas designated by JAXPORT. All private customers in possession of a JAXPORT User Dredge Agreement are responsible for maintenance of their own facilities, including payment of dredging fees and tipping fees required to deposit spoils materials at one of JAXPORT dredge spoil sites.

Private customers may elect to use JAXPORT’S dredging contractor or choose any other qualified dredge contractor to do the work. Payment for dredging services, including tipping fees to deposit spoil material is the sole responsibility of the private customers. JAXPORT makes no assurance that the private customers dredge quantities listed below represent actual quantities to be dredge under this contract. Consequently, JAXPORT shall not be penalized nor

incur any penalties, if the dredging services are not provided by the JAXPORT Contractor or if the private customers' dredging quantities are not met during the entire period of this contract.

This information is provided for informational purposes only, to describe the entire amount of dredging maintenance services activity that may occur under this contract.

Private Customers' Historical Dredging Activity - Private Customers' dredge activity over the last seven (7) Fiscal Years is provided in the following table:

Historical Information for other tenants								Total
COJ / Tenants	FY12	FY13	FY14	FY15	FY16	FY17	FY18	
BP Oil- Cell "G"	-	-	-	-	-	-	-	-
Comm. Point- Cell "G"	-	-	-	-	-	-	-	-
COJ Pablo Creek	-	-	-	-	-	-	-	-
BAE Systems S/E- Cell "A"	-	42,465	-	3,673	60,732	25,749	35,401	168,020
Queen's Harbour	-	60,424	-	-	-	-	-	60,424
Owens Corning/Frambull	-	-	-	-	-	-	-	-
Arlington Marine	-	-	-	-	-	-	-	-
SJRPP (JEA) - Cell "G" (N/C)	15,245	5,942	22,268	12,464	-	21,798	-	77,717
JEA Northside Gen Station @ \$15	-	10,046	-	-	-	-	-	10,046
Chevron Oil- Cell "G"	-	-	-	-	-	-	-	-
Marathon	-	-	21,683	6,822	10,790	9,069	20,327	68,691
Apex/Centerpoint	-	-	5,257	4,304	8,187	2,682	5,506	25,936
JEA Towers Crofton Diving	-	-	-	-	6,848	-	-	6,848
Blount Island Command	-	-	-	-	-	-	19,843	19,843
Totals =	15,245	118,877	49,208	27,263	86,557	59,298	81,077	437,525

D. Dredging Requirements. The Contractor shall perform maintenance dredging and shall remove all materials encountered with the exception of rock or other virgin materials that might be present above the required dredging depth. The Contractor shall remove all materials to a dredge depth below the Local MLW (Mean Low Water) as shown on Exhibit E. Allowance for payment purposes shall be made for over depth dredging not to exceed 2 feet. All dredging at each terminal will start at the face of the concrete berth and dredge all the way to the edge of the Federal Channel. Side slopes at dredging limits shall not be measured, nor paid for. No measurement or payment shall be made for material which may slide out from under the wharf and require removal. The Contractor shall be responsible for such removal as is necessary to achieve the required contract depth at the dredge limit. The Contractor is cautioned to avoid contacting or impacting the pilings under the wharf structure with any portion of this dredging equipment. The location of the front line of pilings is shown on the drawings, and also the dredging limit (See drawings for specific details on each berth). Satisfactory repairs, at the Contractors expense, will be required of any piles damaged by the Contractor under this contract.

- E. Placement of Materials.** Dredged materials will be deposited in cell(s) “A”, “B”, “B2”, “C”, & “F”, on Bartram Island or Cells “A” & “B” on Buck Island. We anticipate that the dredged materials will be deposited at the Bartram Island location for at least the first year of the contract. Thereafter all material will be deposited at the Buck Island location.
- F. Transportation of Materials.** The method of transportation of dredged material shall be at the option of the Contractor, and consistent with the dredging plant and equipment employed. All equipment and plant utilized shall be installed, equipped, and maintained in service tight condition so as to preclude any leakage or loss of dredged material. Should any leakage or spills occur whether from pipelines, scows, barges, trucks, buckets, skips, conveyors or any other handling device, the Contractor shall immediately suspend operations until the leaking equipment is repaired and all misplaced material from there has been removed to the satisfaction of the Owner. Floating pipelines shall be kept clear of ship berths along the wharf. Landside pipelines crossing roadways and driveways shall be buried or ramped over so as not to impede vehicular traffic in the area.
- G. Dikes.** The Contractor shall be responsible for all dike repairs and maintenance necessary during the contract. Placement site dikes shall be repaired and maintained as necessary to provide for to the Owner’s satisfaction, complete retention of all dredged material including water. Subject to approval by the Owner, the Contractor may utilize locally available materials in the immediate vicinity of the designated placement site for repairs and maintenance of the required dikes. The Contractor shall avoid any operations or excavations which might reasonably be expected to cause failure or instability of existing dikes. Should any leakage or failure of placement site dikes occur, the Contractor shall immediately cease operations and restore affected dike sections sufficiently to retain all fluid flows. Contractor must maintain three (3) feet of freeboard from top of all existing dikes at all times during each Dredging placement event.
- H. Placement Site Operating Protocol.** An operation and maintenance plan shall specify management activities that are required before, during, and following the dredging operation to ensure the long term operation and maintenance of the placement site. These activities may include site preparation, removal and use of existing dredged material for construction purposes, surface water management, dredged material dewatering, and placement site reuse management.
- a. Establishment and Maintenance of Vegetative Cover – Vegetative cover adequate to inhibit wind and water erosion shall be established and maintained on all exposed surfaces of the dike. Such vegetation shall be maintained sufficiently short to allow visual inspection of the soil surfaces in critical areas such as:
1. Condition of vegetation on dike and in area for fifty feet (50’) downstream from the outside toe.
 2. Condition of soil surfaces on top and slopes of the dike and in area for fifty feet (50’) downstream from the outside toe.
 3. Condition of drainage ditches in the area of the base of the dike.
 4. Liquid surface elevation and amount of freeboard.
 5. Condition of spillways and water level control structures, including all conduits exiting the dikes.
- b. Inspection Program – Operation and maintenance of the dike is critical to dike safety and requires periodic inspections to check for certain critical conditions that may require the

implementation of remedial measures. This is especially important during dredging and associated dewatering operations, during which inspections should be conducted at least daily.

1. **Critical Inspections** – Inspections should be performed to check for conditions that may require remedial measures. The inspector shall maintain documentation of the inspections and implemented remedial actions. Any of the following items shall be considered as indicating a critical condition that requires immediate investigation and may require emergency maintenance action:

- i. Seepage on outer face or downstream from the toe in which there are boils, sand cones or deltas.
- ii. Silt accumulations, boils, deltas, or cones in the drainage ditches at dike bases.
- iii. Cracking of soil surface on crest or either face of the dike.
- iv. Bulging of the downstream face of the dike.
- v. Seepage, damp area, or boils in vicinity of or erosion around a conduit through the dike.
- vi. Any subsidence of the crest or faces.

2. **Supplemental Inspections** – During the inspections described above, the following items shall be considered indicators of potential areas of concern that should be closely monitored with subsequent inspections and repairs made as necessary:

- i. Overgrowth patches of vegetation on downstream face or close area downstream from the toe.
- ii. Surface erosion, gulying, or wave erosion of the upstream face of the dike.
- iii. Surface erosion, gulying or damp areas on the downstream face of the dike, including the berm and the area downstream from the outside toe.
- iv. Erosion below any conduit exiting the dike.
- v. Wet areas or soggy soil in downstream face of dike or in natural soil below dike.

c. **Post Dredging Operations** – Periodic site inspections and continuous site management following the dredging operation are required. Once the dredging operation has been completed and the pond water has been decanted, site management efforts should be concentrated on maximizing the containment storage capacity gained from continued drying and consolidation of dredged material and foundation soils. To ensure that precipitation does not cause ponding of water, the weir crest elevation must be kept at levels allowing efficient release of runoff water. This will require periodic lowering of the weir crest as the dredged material surface settles. Minimization of ponded water must be accomplished in order to expose the dredged material surface to evaporation and promote the formation of a dried surface crust.

I. Drainage. At all times during the progress of the work, the Contractor shall be responsible for adequate drainage of the spoil disposal area to preclude overtopping of, or serious erosion of the dikes. At the conclusion of the work, the Contractor shall dress or grade the spoil disposal area sufficiently to prevent the occurrence of ponded water. Drainage of areas adjacent to the dikes spoil area shall not be blocked, nor impaired in any way during the Contractor's operations. Contractor is responsible for repairs to and maintenance of spoil disposal area.

J. Ranges, Gauges, and Markers. The Contractor shall furnish, set, and maintain in good order all ranges, buoys, and markers necessary to define the work and to facilitate inspection. The

Contractor shall install and maintain a “Level Control Alarm”, in all cells, that will provide an audible alarm and flashing light, if the water level exceeds the 3’ freeboard requirement.

K. Turbidity Control. The Contractor shall make every effort to conduct his dredging and placement operations in a manner to minimize turbidity in the waters at the dredge site and during transportation of materials to the placement site. Depth of cut, rate of swing, dump speed, and bucket speed shall be controlled as necessary to produce minimum turbidity at the dredge location. If excessive turbidity occurs during loading or transporting operations, the Contractor shall change his operating procedure to reduce the turbidity.

L. Turbidity Monitoring

- a. Scope - The work covered by this section consists of furnishing all labor, materials, and equipment, and performing all work required to obtain, analyze, and report the results of monitoring for turbidity.
- b. General
 1. Water samples shall be obtained and analyzed for turbidity. Sampling shall be conducted in accordance with techniques described in the latest edition of “Standard Methods” published by the American Public Health Association (APHA), American Waterworks Association (AWWA), and Water Pollution Control Federation (WPCF), and other current techniques recognized by the scientific community and approved by the Jacksonville District, U.S. ARMY Corps of Engineers. Samples obtained for turbidity analysis shall be kept in the dark and analyzed within 24 hours of collection.
 2. Monitoring required for turbidity shall be measured in Nephelometric Turbidity Units (NTU) using a standard Nephelometer.
 3. Frequency. Samples shall be obtained once daily, two hours after the commencement of placement operations. Background samples shall be obtained simultaneously.
 4. Location. Turbidity samples shall be taken at the surface and mid-depth at the following locations:
 - i. Dredging: 150 meters down current from the dredge, within any visible plume, and a background sample 500 meters up current of the dredge, not within a visible plume.
 - ii. Disposal: 150 meters down current from the point of weir discharge, within any visible plume, and a background sample 500 meters up current from the disposal point, not within any visible plume.

M. Applicable Laws.

- a. The Contractor shall comply with all local, state and federal laws, ordinances, and regulations applicable to the work.

The Contractor shall be responsible for reviewing and complying with all applicable elements of JAXPORT’s Florida Department of Environmental Protection (FDEP) and/or Army Corps of Engineers (Corps) permits in effect for maintenance dredging and operation of JAXPORT’s Dredged Materials Management Areas (DMMAs), including Buck Island (Cells A and B) and Bartram Island (Cells A, B, B2, C, and F). These permit elements

include, but are not limited to water quality monitoring (including turbidity) and monitoring and protection of protected animal habitat and plant species (including nesting of migratory birds, manatees, marine sea turtles, and wetlands).

No later than 20 calendar days after award or 5 calendar days after Notice to Proceed, whichever is later, the Contractor shall submit an Environmental Protection Plan (EPP) for review and acceptance by JAXPORT. The EPP will describe the Contractor's environmental protection measures, team members, including sub-contractors as necessary that will be deployed during the contract period in order to meet applicable permit conditions.

Acceptance of the Contractor's plan shall not relieve the Contractor of his responsibility for adequate and continuing control of pollutants and other environmental protection measures, including monitoring and protection of protected animal habitat and plant species. Acceptance of the plan is conditional and predicated on satisfactory performance during the contract period. JAXPORT reserves the right to require the Contractor to make changes to the EPP or operations; if it is determined that environmental protection requirements are not being met. All cost associated with compliance, maintenance and monitoring of EPP will be the responsibility of the Contractor.

b. Permit Requirements for Manatees.

1. During the months of March-November, contractor shall employ a dedicated, trained manatee observer on the barge at all times during actual dredge operations. The observer shall be equipped with polarized sunglasses for daylight observations.
2. All personnel associated with the dredge operations shall be informed of the potential for manatees to be in the work zone and the requirement to avoid collisions with them. Additionally, all personnel are responsible for observing the immediate work area for the presence of manatees.
3. All contractor personnel shall be advised that there are civil and criminal penalties for harming, harassing, or killing manatees, which are protected under the Marine Mammal Protection Act of 1972, the Endangered Species Act of 1973 and the Florida Manatee Sanctuary Act of 1978. Individuals and/or the corporation may be held responsible for any manatee harmed, harassed or killed as a result of dredging activities.
4. All vessels associated with dredge operations shall operate at "no wake/idle" speeds at all times while in water where the draft of the vessel provides less than four feet clearance from the bottom and vessels shall follow routes of deep water whenever possible.
5. If a manatee is sighted within 100 yards of the work area, all appropriate precautions shall be implemented by the Contractor to ensure protection of manatee(s). These precautions shall include the operation of all moving equipment no closer than 50 feet of a manatee. Operation of any equipment closer than 50 feet to a manatee shall necessitate immediate shutdown of that equipment. Activities will not resume until the manatee(s) has departed the project area of its own volition.
6. A log shall be kept detailing sightings, collisions or injuries to manatees should they occur during dredge operations. Submit to the JAXPORT Project Manager daily.

7. Temporary signs concerning manatees shall be posted prior to and during construction/dredging activities. A *Caution: Manatee Area* will be posted in a location prominently visible to water related construction crews. A second sign should be posted if vessels are associated with the construction, and should be placed visible to the vessel operator. The second sign should be at least 8 ½ inches by 11 inches, which reads: *Caution: Manatee Habitat*. Idle speed is required if operating a vessel in the construction area. All equipment must be shut down if a manatee comes within 50 feet of the operation. A collision with and/or injury to a manatee shall be reported immediately to the Florida Marine Patrol at 1-888-404-FWCC (3922) and the U.S. Fish and Wildlife Service at (1-850-265-3676) for North West Region of Florida. All signs are to be removed by the lessee/grantee upon completion of the contract.
8. A permanent manatee education display shall be installed at the Contractors employee notification board.
9. Contractor must install mooring fenders on all vessels with a four foot standoff at maximum compression to prevent the crushing of a manatee. This will apply to the dredge material barge as it docks against the pump off barge.
10. Contractor must abide by JAXPORT's permit requirements along with any modifications thereto.

Permits Authorizing JAXPORT Maintenance Dredging Activities

- U.S. Army Corps of Engineers – Permit SAJ-2001-06043 (SP-BAL)
- U.S. Army Corps of Engineers – Permit SAJ-2005-5928-JJS

Permits Authorizing Discharge into Dredge Material Management Areas (DMMA's)

- Florida Department of Environmental Protection – Permit 16-297486-002-ES (Buck Island Cells A and B)
- Florida Department of Environmental Protection – Permit 16-255718-001-ES (Bartram Island Cells A and B2)
- Florida Department of Environmental Protection – Permit 16-259637-001-EI (Bartram Island Cell C)
- Florida Department of Environmental Protection – Permit 16-255718-003-SI (Bartram Island Cell F)

- c. Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).
- d. Section 404 of the Clean Water Act (33 U.S.C. 1344).
- e. Other requirements for this work are:
 1. Dredged Material shall be dewatered via evaporation, percolation, weir discharge and if necessary by dewatering pumps with discharge back in Mill Cove or St. Johns River. Pumps to be provided by Dredging Contractor to maintain disposal cells in accordance with paragraphs 6., 7., and 8. of this Technical Specifications section.
 2. Dredging Contractor shall instruct all operators on the Florida manatee presence and habits.

3. **Contractor must maintain three (3) feet freeboard at all times from top of the dikes during discharge of dredged materials in all cells located on Bartram Island and/or Buck Island.**

N. Fuel – there will be two options for fuel. JAXPORT reserves the right to use the method of their choice when awarding the contract.

Option 1: Proposers must not include the cost of fuel in the dredging unit price per cubic yard.

- a. Proposers must include with their proposal on the Price Proposal Form found in Article III, the average gallon(s) of diesel fuel consumption per cubic yard the proposed type of dredge operation.
- b. JAXPORT will reimburse diesel fuel to the Contractor on a per dredging event basis by issuing a NTE purchase order to its own fuel vendor at JAXPORT rates. The amount of fuel given to the Contractor will be based on the number of gallon(s) of fuel consumption per cubic yard, as stated on the Price Proposal Form found in Article III times the number of cubic yards dredged, based on JAXPORT's pre and post dredge surveys.
- c. At the end of each dredging event, JAXPORT will verify the total number of cubic yards removed and will authorize the Contractor to be reimbursed the proper amount of gallons of diesel fuel. It is the Contractor's responsibility to obtain the fuel with its own labor and equipment.
- d. It shall be understood by the Contractor that the Purchase Order Forms for fuel reimbursement will be issued for the sole and specific purpose of paying for the diesel fuel incorporated in the Work for which the Contractor is obligated to perform under this contract.
- e. If the Contractor is given too much diesel fuel based on the gallon(s) of fuel per cubic yard consumption at the time of proposal, it is the Contractor's sole responsibility to notify JAXPORT of such overages. These overages will be deducted from the next fuel allowance and the consumption rate will be adjusted on the contract.

Option 2: Proposers include the cost of fuel in the dredging unit price per cubic yard.

O. Contractor's Initial Mobilization/Demobilization - The contract provides for a one-time payment for Contractor's costs of initial mobilization ("move-in") and equipment "setup" such as install of pump off station necessary to perform the work under this contract and costs of equipment demobilization ("take-down") and ("move-out") upon satisfactory completion of the work under this contract. Cost of cleanup and retrieval of any lost or misplaced materials/equipment is also included in this item. Initial Mobilization will account for and be paid out at one-hundred percent (100%) for this item, after the completion of the first dredging event. The mobilization fee must not exceed seventy (70) percent of the total of the mobilization and demobilization fee.

Contract Demobilization will be paid upon completion of the final dredge event and Owner's final inspection of the facilities after removal of all equipment.

- P. The Contractor must begin dredging operations within FIVE (5) BUSINESS DAYS Of written notification by JAXPORT’s Project Manager or the Contractor will be subject to a penalty of \$5,000.00 per day.** Additionally, should delays by the contractor to mobilize result in berth being occupied by vessels, no stand-by time will be paid for time waiting for berth clearance.
- Q. Relocate Pump Station** – This line item provides for a one-time payment of Contractor’s costs of equipment demobilization (“take-down”) and (“move-out”) to relocate and set-up the pump station from Bartram to Buck Islands and from Buck to Bartram Islands.
- R. Auxiliary Dewatering Pump** – This line item provides monthly payment for Contractor’s costs to set up additional equipment to include the following; pump, hoses, labor, maintenance, turbidity curtains and daily operating costs in order to supplement weirs in the event that the weirs are damaged and/or inoperable. Contractor will be responsible for sizing pumps to maintain the efficiency of the dredging operation.
- S. Downtime/Standby.** This line item will cover payment to the Contractor for downtime or standby time specifically directed by JAXPORT’s Project Manager. Payment under this item shall be based on the Contractor’s normal workday, or hourly fractions thereof, to the extent the work is impacted by port operations.

2. OTHER REQUIREMENTS

- A. Daily Reports.** During dredging operations, the Contractor shall prepare daily and submit the following day, to the JAXPORT’s Project Manager, legible and accurate reports containing information as listed below:

Daily Work Report of Dredging Activity

- 1. Day and Date
- 2. JAXPORT Project name and number
- 3. Weather conditions
- 4. Location of dredging (station-to-station)
- 5. Hours worked
- 6. Character of materials dredged
- 7. Soundings taken
- 8. Wildlife (manatees, birds nesting, etc.)
- 9. Accidents, spills, and mishaps, etc.
- 10. Equipment failures, malfunctions, or down time

These reports are to be turned in by noon every Monday to the JAXPORT’s Project Manager, via e-Builder project management software.

- B. Water Sampling and Analysis Reports**

- 1. Date and time of sampling
- 2. Depth of samples
- 3. Location of samples relative to the turbidity source
- 4. Date samples are tested, parameters analyzed, and results, if available
- 5. Location and status of dredge at time of sampling
- 6. River conditions at time of sampling
- 7. Name of individual taking samples

8. Name of individual testing samples
9. Last calibration date of testing equipment
10. Other data/tests required by applicable permits and variance

These reports are to be turned in by noon every Monday to the JAXPORT's Project Manager, via E-Builder project management software.

- C. Operations and Scheduling.** The Contractor shall prepare and submit to the Project Manager at the Pre-Dredging Conference a proposed schedule of the work to be performed. Upon approval, the Owner will insofar as is possible, schedule berthing of ship(s) so as not to interfere with the Contractor's dredging operations. In the event a ship must be berthed in an area being dredged by the Contractor, the Contractor will be given a minimum of 24 hours written notice of such vessel berthing, in order that the Contractor may move into another area and continue its dredging operations.

Prior approval shall be obtained from the Project Manager before placing any pipelines, barges, or other equipment where they might interfere with operations of the Port. Such equipment shall be sufficiently moored and fendered to avoid damage to adjacent wharf structures. The Contractor will be held responsible for any damage attributable to his operations.

- D. Plant** - Plant and equipment used on this project shall be registered with the Florida Department of Environmental Protection. Plant and equipment utilized shall be of a size and capacity sufficient to meet the requirements of the work, and shall be maintained at all times in condition for efficient work. Upon satisfactory completion of the work, the Contractor shall promptly remove his plant and equipment including ranges, buoys, structures, pipelines, piles, and other markers placed by the Contractor, under this contract, in navigable waters or on shore. No discarded or abandoned equipment, scrap, or debris of any sort will be permitted to remain on either the dredging site or in the placement site.

- E. Misplaced Materials** - The Contractor shall not discharge, or permit discharge into the waters of the river any oils, fuels, bitumen's, garbage, trash, sewage, or other materials which may be harmful to fish, wildlife, or vegetation.

Should the Contractor spill, dump, lose, throw overboard or sink any material, plant, machinery or appliance, which in the opinion of the Owner, may be dangerous to the environment or hazardous to navigation, the Contractor shall promptly recover same at his expense.

- F. Subsurface Information** - No specific subsurface information is included with, or made a part of, these contract documents. All material to be dredged is to be considered unclassified maintenance dredge material. No dredging is anticipated to depths greater than those previously dredged. The Contractor will be allowed to leave materials which cannot be dredged on the river bed, provided they do not protrude above the nominal dredged elevation. It is the responsibility of the Contractor to provide the required dredging equipment at his discretion. The maintenance dredging required by this contract is for material that has shoaled into previously dredged areas. Virgin material to be removed under this contract is not required. The Contractor will be responsible for depositing any trash arising from dredging by clamshell or other non-hydraulic means in a sanitary landfill at the Contractor's expense.

- G. Lights** - The Contractor shall keep proper lights at night between sunset and sunrise on any floating plant connected with the work; upon all ranges and other markers, when necessary; and upon all buoys or structures of such size and in such, locations as to endanger or obstruct navigation; and he shall be responsible for all damages resulting from any neglect or failure in this respect. When work at night is in progress, the Contractor shall maintain from sunset to sunrise, such lights on or

about his plant as may be necessary for the proper observation and control of its operations.

dredging

3. Measurement and Payment

A. Registered Surveyor - The Owner will employ, at its expense, a certified and independent, Registered Surveyor experienced in hydrographic surveys to take “pre-dredge” soundings before dredging operations commence. Within 48 hours after completion of the work, the Contractor will provide “after dredge” soundings, performed by the same Surveyor, as requested by the Owner. If the “after dredge” survey cannot be completed within 72 hours, payment will be based on analysis of data from Contractors post dredge survey and Owners post dredge survey with approval by the Sr. Director of Engineering and Construction.

- a. For Berths 20 and 22 at the Blount Island Marine Terminal, the Owner will agree to provide “after dredge” soundings in up-to two (2) separate increments per each berth. For the Talleyrand and Blount Island Marginal Wharves, the Owner will agree to provide up-to four (4) separate increments per each terminal as dredging progresses, with each increment representing approximately 1,000 feet alongside the wharves.
- b. The Surveyor shall be responsible for computing the volume of material dredged in cubic yards, for payment purposes based on the “before and after dredge” soundings. Soundings for computation purposes shall be made at ranges of 0, 10, 25, 50, 75, 100, 125 and 150 feet out from the face of the wharves, and at 50-foot stations alongside the wharves with manual event marks to be recorded on survey fathometer charts. Survey fathometer charts will be furnished to JAXPORT with required mapping.
- c. Soundings to determine the volumes of materials to be removed under this contract will be performed utilizing a multibeam swath sounding system, operating at a frequency of 200 kHz, fully configured to produce accurate depths and in adherence to the guidelines of US Army Corps of Engineers Manual EM 1 110-2-1003 Engineering Design, Hydrographic Surveys, and specifically for payment surveys. Survey data will be collected horizontally in the Florida State Plane Coordinate system, East Zone, North American Datum of 1983 (NAD83) and vertically in the National Vertical Datum of 1929 (NGVD29). All surveys will be adjusted to Mean Low Water (MLW) to match historical dredge permit datums. Survey positioning shall be accomplished utilizing RTK/GPS control conforming to Federal Geographic Data Committee, Geospatial Positioning Accuracy Standards – Part 4: Standards for A/E/C and Facility Management (FGDC-STD-007.4-2002) Second Order, Class 1 for all control points. The Vertical accuracy of the control points shall conform to FGDC-STD-007.4-2002 standards for second order, Class II elevation difference accuracy standards for relative positioning techniques. Volume computations for dredging activities will be performed based on pre-dredge survey elevations, post-dredge survey elevations and the design template. Design templates will be provided by JAXPORT prior to surveying operations.

All surveying, mapping and volume computations shall be performed under the direct supervision of a Florida Registered Professional Surveying & Mapper (PSM) having Hydrographer Certification issued by the American Congress on Surveying and Mapping (ACSM).

- The actual pay volume will be determined over the design berth template for the pre-dredge and post-dredge surveys. If the Contractor elects to provide the actual dredge template to JAXPORT and our independent surveyor, the pay volume can be calculated over the actual dredge template within the limits of the design berth template.

- Both the Owner and Contractor shall be permitted to have an observer present during the taking of soundings, if desired and the Contractor shall, upon request, be furnished one (1) set of the final soundings and calculations.
- d. In the event that the “after” dredge survey discloses that the dredging is not satisfactorily completed, the Contractor shall resume dredging within twenty-four (24) hours until the work is completed to achieve the required depth(s). In such event, the Contractor shall also be responsible for the cost of such additional “after” dredge surveys as may be necessary to verify the satisfactory completion of the work.
- B. Payment** will be in accordance with Article II, “Payments” in the General Conditions of these contract documents. Final payment shall not be made until all dredging work is accepted by the Owner, and the Contractor has executed FORM FCC and delivered same to the Owner.
- C. Price Proposal Form:** Unit price pay items are established in the Price Proposal Form (Form PPF) as a means of compensating the Contractor for work items for which the quantity has been estimated at the time of proposal.

The following conditions shall apply to unit price pay items:

- a. The Minimum Annual Guarantee (MAG) will cover all costs up to and including 260,000 cubic yards of dredged material.
 - b. Should it become necessary, as ordered by the JAXPORT’s Project Manager in writing, to increase quantities of dredging above the MAG due to changes or layout of the work, the Contractor shall do so with such additional quantities being invoiced at the rates proposed on the Best and Final Offer (BAFO) Price Proposal Form.
 - c. The unit prices for dredging are based on a minimum daily production rate of 2400 cubic yards per day. In the event the average daily production rate, during any one month period, is less than 2400 cubic yards/day, the unit price for dredging will be reduced by 50% percent.
- 5. Fines and Penalties.** The Contractor shall be liable for all fines or civil penalties which may be imposed by any regulatory agency for a violation of any permit or regulation or law caused by the Contractor during the progress of the work.

6. Electronic Data Requirements (E-Builder)

A. General Requirements:

- a. Contractor must purchase at a minimum one (1) user license from JAXPORT and shall provide at a minimum, the following to its staff:
 - i. Computer: Minimum Intel Pentium® 4 Processor 2.4 GHz or equivalent processor with 512MB of RAM; recommended Centrino Duo® Processors 1.6 GHz or equivalent with 2GB of RAM, or higher.
 - ii. Computer Operation System: Windows XP, Windows Vista, or Windows 7
 - iii. Web Browser: Microsoft Internet Explorer 9
 - iv. Work and Spreadsheet Processors: Microsoft Office Word, Excel and Outlook

- v. Scheduling Software: Microsoft Project or Primavera
 - vi. Internet Service Provider: A reliable ISP in the area of the Project
 - vii. Connection Speed/Minimum Bandwidth: DSL, ADSL or T1 Line for transferring a minimum of 3 Mbps Downstream and 512 Kbps Upstream
- b. Contractor shall provide its management personnel assigned to this Project with access to personal computers and the Internet on a daily basis.

B. Project Web Requirements; Use of 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, Design Firm (EOR), and the Project Manager, utilizing E-Builder Enterprise™. No additional software will be required. Furthermore, JAXPORT'S Engineering and Construction Department will assist Contractor in providing training of personnel.

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

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:

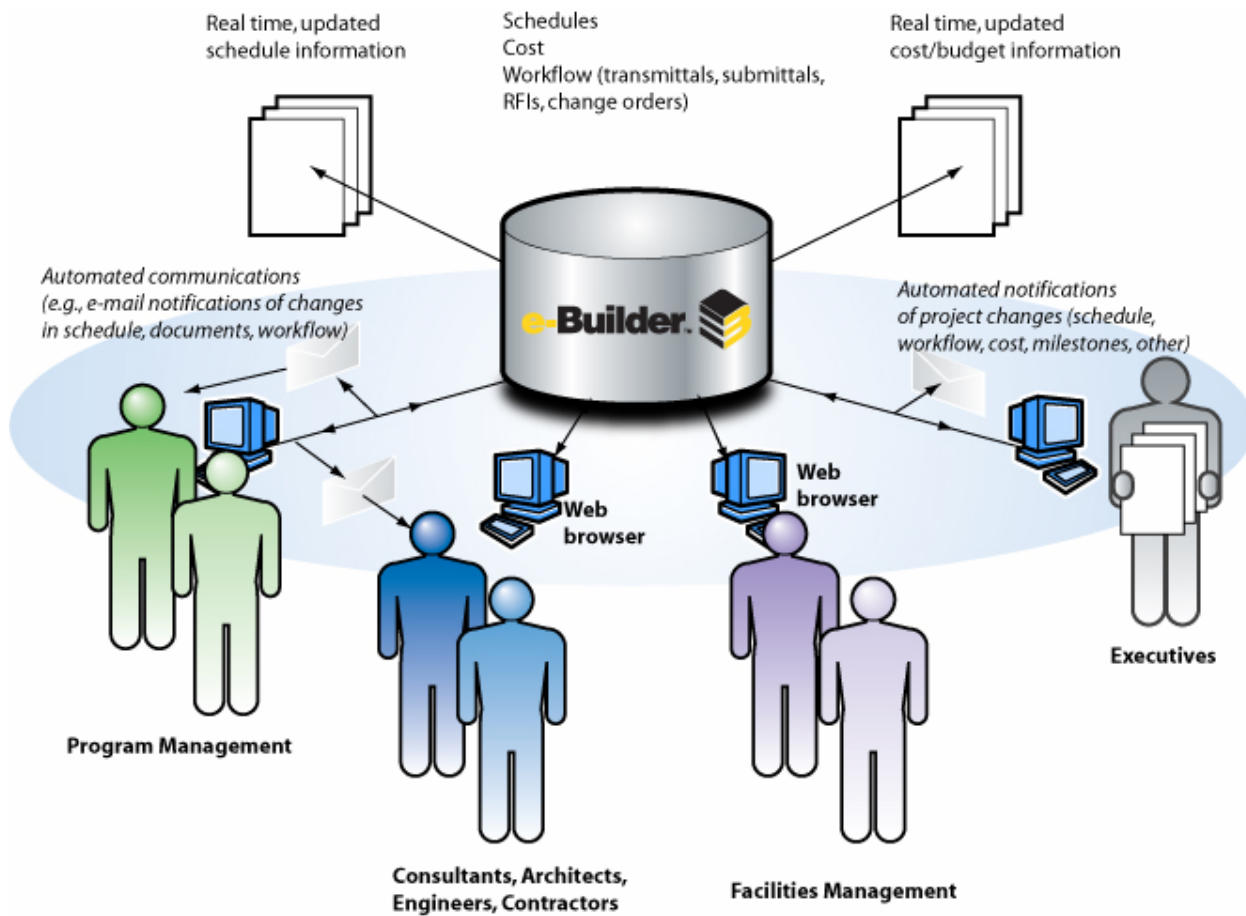
E-Builder provides electronic routable communication forms that provide historical tracking, documentation, and increased accountability of project members.

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.



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 and shall remain in effect for the duration of the contract. For example, if the contract is for 6 months, then the Contractor should be prepared to pay for 8 months allowing up to sixty (60) calendar days for close out. Payment must be in the form of a check; payable to JAXPORT for the number of licenses needed by the Contractor and will be collected 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.

PERFORMANCE BOND
ANNUAL MAINTENANCE DREDGING SERVICES
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.

PERFORMANCE BOND
ANNUAL MAINTENANCE DREDGING SERVICES
Bond No. _____

WHEREAS, Contractor has by written agreement dated the ____ day of _____, 2019, entered into a contract with the JPA for **ANNUAL MAINTENANCE DREDGING SERVICES** of said work to be done in strict accordance with any advertisement for bids for said work and done in strict compliance with the 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,

PERFORMANCE BOND
ANNUAL MAINTENANCE DREDGING SERVICES

Bond No. _____

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 sites 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: _____
Its

By: _____
Its
AS PRINCIPAL

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

ATTEST:

ATTEST:

By: _____
Its

By: _____
Its
AS SURETY

PERFORMANCE BOND
ANNUAL MAINTENANCE DREDGING SERVICES
Bond No. _____

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.

STATUTORY PAYMENT BOND
ANNUAL MAINTENANCE DREDGING SERVICES
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.

STATUTORY PAYMENT BOND
SECURITY GUARD SERVICES
BY SECTION 255.05, FLORIDA STATUTES
Bond No. _____

WHEREAS, Contractor and Owner have by written agreement dated the _____ day of _____, 2019, entered into a contract for **C-1691, Annual Maintenance Dredging Services**, Jacksonville Port Authority all of said work required to be done in strict compliance with the specifications prepared by the Jacksonville Port Authority Procurement 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.

IN WITNESS WHEREOF, the said Principal and the said Surety have duly executed this bond the ____ day of _____, 2019.

ATTEST:

By: _____
Its

ATTEST:

By: _____
Its PRINCIPAL

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

EXHIBIT A

CONFLICT OF INTEREST CERTIFICATE

Bidder must execute either Section I or Section II hereunder relative to Florida Statute 112.313(12). Failure to execute either section may result in rejection of this bid/proposal.

SECTION I

I hereby certify that no official or employee of JAXPORT requiring the goods or services described in these specifications has a material financial interest in this company.

Signature

Company Name

Name of Official (type or print)

Business Address

City, State, Zip Code

SECTION II

I hereby certify that the following named JAXPORT official(s) and/or employee(s) having material financial interest(s) (in excess of 5%) in this company have filed Conflict of Interest Statements with the JAXPORT Office of the Executive Director, 2831 Talleyrand Ave., Jacksonville, Florida 32206, prior to the time of bid opening.

Name	Title or Position	Date of Filing
_____	_____	_____

Signature

Company Name

Print Name of Certifying Official

Business Address

City, State, Zip Code

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 _____

Position Held _____

Position/Relationship with Bidder _____

EXHIBIT B

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

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

1. This sworn statement is submitted to _____
by _____
for _____
- (print name of the public entity)
- (print individual's name and title)
- (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.

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

____Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent of July 1, 1989.

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

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

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

(signature)

(date)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____ 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:

EXHIBIT C

ACKNOWLEDGEMENT AND ACCEPTANCE OF E-VERIFY COMPLIANCE

E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION

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

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

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

Company Name

Name of Official (Please Print)

Signature of Principal

Title

Date

ELECTRONIC DATA REQUIREMENTS (E-BUILDER)

Exhibit

JAXPORT CONTRACT NO.: C-1691

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

ANNUAL MAINTENANCE DREDGING
FY 2020 thru 2024
JPA PROJECT No. C-1530

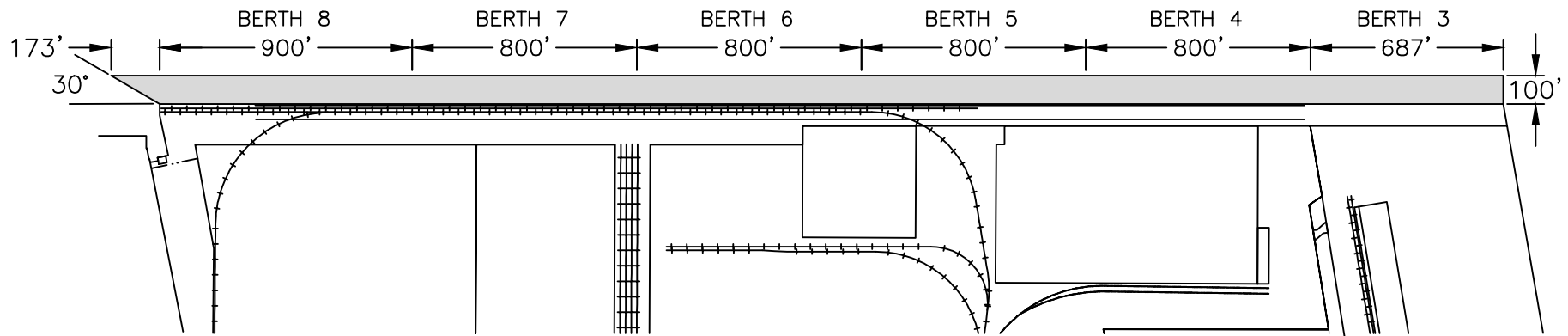


NOTES

1. BERTHS 4-8 PREVIOUSLY DREDGED TO -40' M.L.W. +2' OVER DREDGE.
2. DREDGE BERTHS 4-8 TO -40.0' MLW + 2.0' OVER DREDGE OUT TO EDGE OF FEDERAL CHANNEL.
3. BERTH 3 PREVIOUSLY DREDGED TO -36' + 2' OVER DREDGE.
4. DREDGE BERTH 3 TO -36' + 2' OVER DREDGE OUT TO EDGE OF FEDERAL CHANNEL.
5. NO PAYMENT FOR SIDE SLOPE WILL BE MADE.
6. ALLOWABLE OVERDEPTH FOR PAYMENT IS 2.0 FEET.
7. PRE-DREDGE SURVEY WILL BE PERFORMED BY JAXPORT PRIOR TO COMMENCEMENT OF DREDGE OPERATIONS FOR PAYMENT PURPOSES.
8. CONTRACTOR SHALL USE BARTRAM ISLAND AND BUCK ISLAND AS DREDGE MATERIAL PLACEMENT SITE.



ST. JOHNS RIVER FEDERAL CHANNEL
(-40.0' M.L.W.)



TALLEYRAND MARINE TERMINAL
BERTHS 30-35 DREDGE LIMITS

NOT TO
SCALE

PROJECT NO.: C-1530
DATE: APRIL 2019
DRAWN BY: TINA NEU

SHEET:
2

ANNUAL MAINTENANCE DREDGING

FY 2020 thru 2024

JPA PROJECT No. C-1530

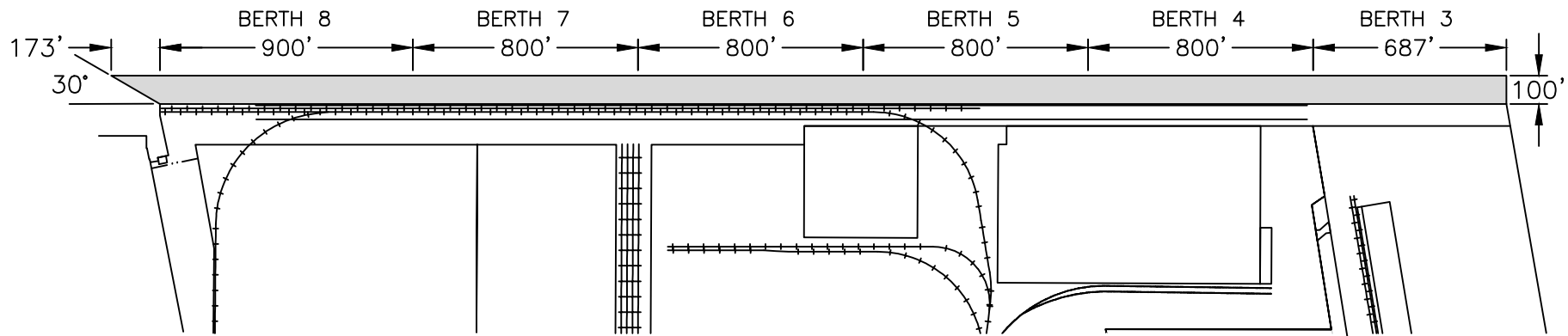


NOTES

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2. DREDGE BERTHS 4-8 TO -40.0' MLW + 2.0' OVER DRDGE OUT TO EDGE OF FEDERAL CHANNEL.
3. BERTH 3 PREVIOUSLY DREDGED TO -36' + 2' OVER DREDGE.
4. DREDGE BERTH 3 TO -36' + 2' OVER DREDGE OUT TO EDGE OF FEDERAL CHANNEL.
5. NO PAYMENT FOR SIDE SLOPE WILL BE MADE.
6. ALLOWABLE OVER DEPTH FOR PAYMENT IS 2.0 FEET.
7. PRE-DREDGE SURVEY WILL BE PERFORMED BY JAXPORT PRIOR TO COMMENCEMENT OF DREDGE OPERATIONS FOR PAYMENT PURPOSES.
8. CONTRACTOR SHALL USE BARTRAM ISLAND AND BUCK ISLAND AS DREDGE MATERIAL PLACEMENT SITE.



ST. JOHNS RIVER FEDERAL CHANNEL
(-40.0' M.L.W.)



TALLEYRAND MARINE TERMINAL
BERTHS 3-8 DREDGE LIMITS

NOT TO
SCALE

PROJECT NO.: C-1530
DATE: APRIL 2019
DRAWN BY: TINA NEU

SHEET:
2

ANNUAL MAINTENANCE DREDGING

FY 2020 thru 2024

JPA PROJECT No. C-1530



TALLEYRAND MARINE TERMINAL
BERTHS 3-8 DREDGE CROSS SECTION

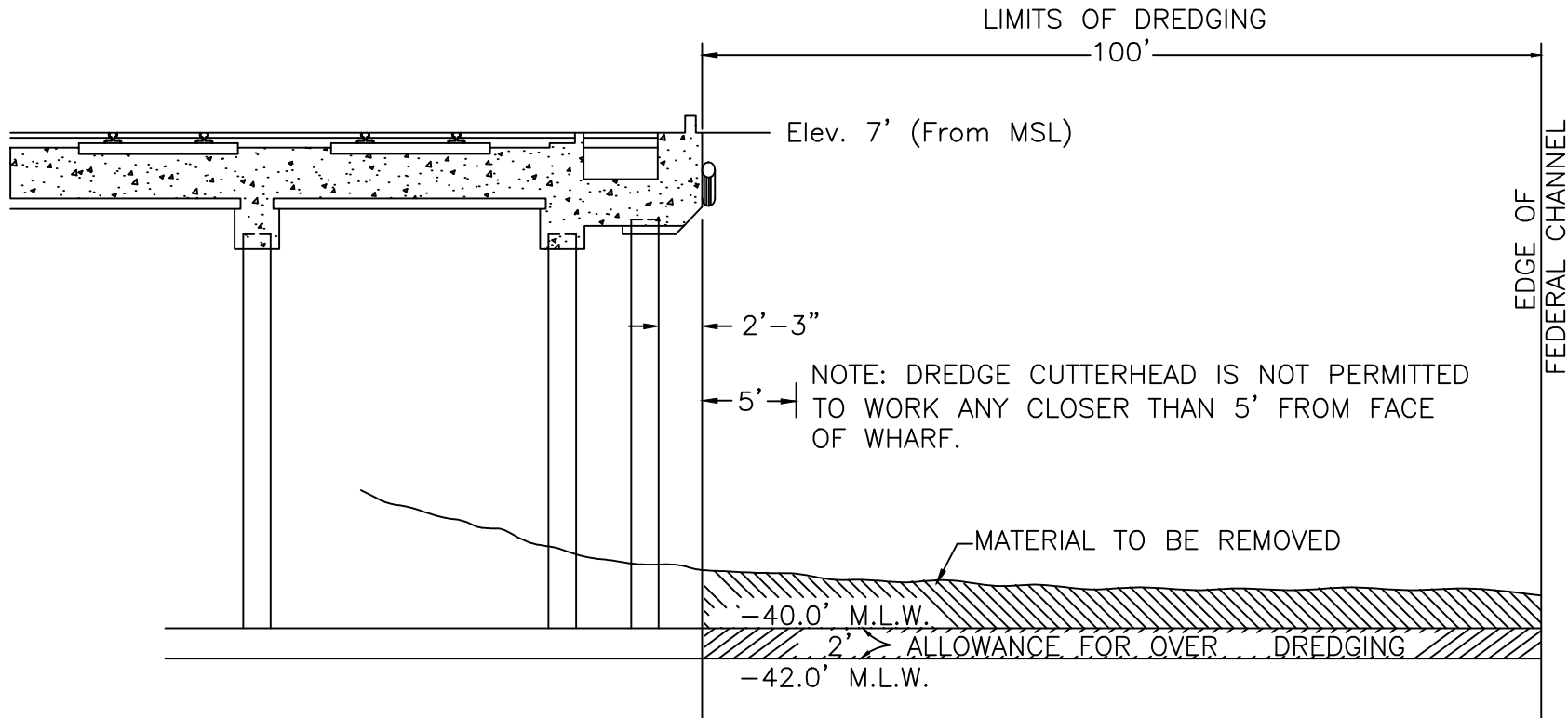
NOT TO
SCALE

PROJECT NO.: C-1530
DATE: APRIL 2019
DRAWN BY: TINA NEU

SHEET:
3

NOTES

1. BERTHS 4-8 PREVIOUSLY DREDGED TO -40' M.L.W. +2' OVER DREDGE.
2. DREDGE BERTHS 4-8 TO -40.0' MLW + 2.0' OVER DREDGE OUT TO EDGE OF FEDERAL CHANNEL.
3. BERTH 3 PREVIOUSLY DREDGED TO -36' + 2' OVER DREDGE.
4. DREDGE BERTH 3 TO -36' + 2' OVER DREDGE OUT TO EDGE OF FEDERAL CHANNEL.
5. NO PAYMENT FOR SIDE SLOPE WILL BE MADE.
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8. CONTRACTOR SHALL USE BARTRAM ISLAND AND BUCK ISLAND AS DREDGE MATERIAL PLACEMENT SITE.



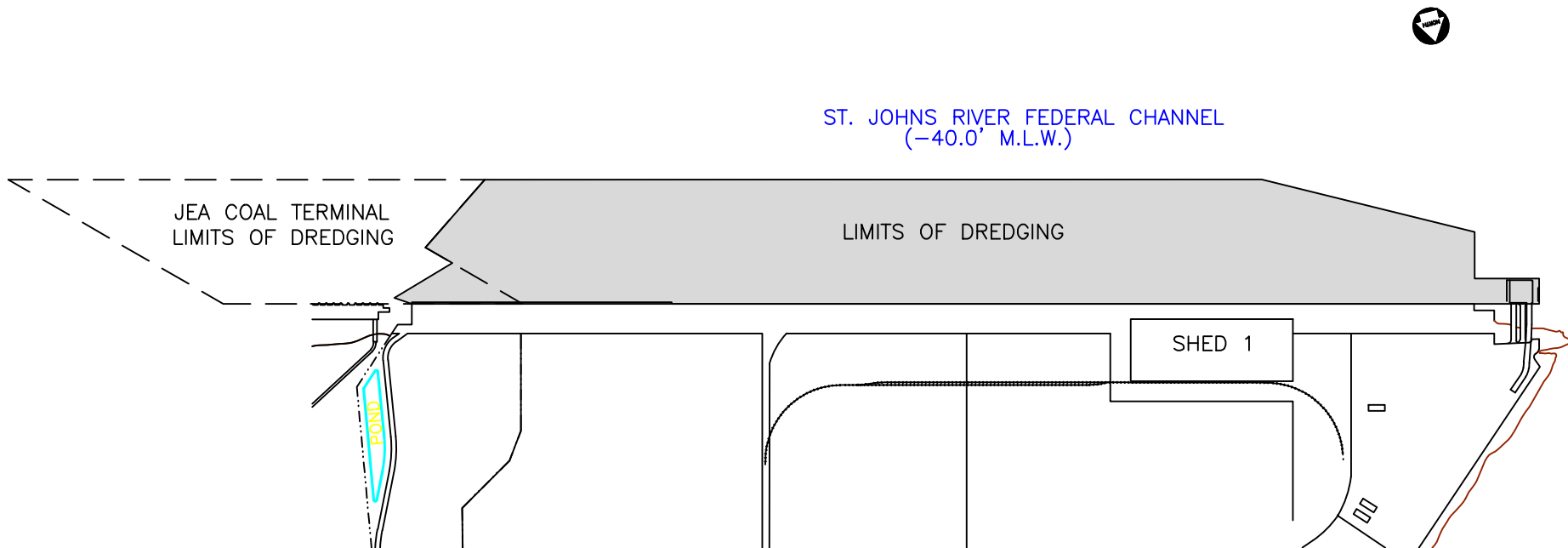
ANNUAL MAINTENANCE DREDGING

FY 2020 thru 2024

JPA PROJECT No. C-1530

NOTES

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6. CONTRACTOR SHALL USE BARTRAM ISLAND AND BUCK ISLAND AS DREDGE MATERIAL PLACEMENT SITE.



BLOUNT ISLAND MARINE TERMINAL
 BERTHS 30-35 DREDGE LIMITS

NOT TO
 SCALE

PROJECT NO.: C-1530
 DATE: APRIL 2019
 DRAWN BY: TINA NEU

SHEET:
 4

ANNUAL MAINTENANCE DREDGING

FY 2020 thru 2024

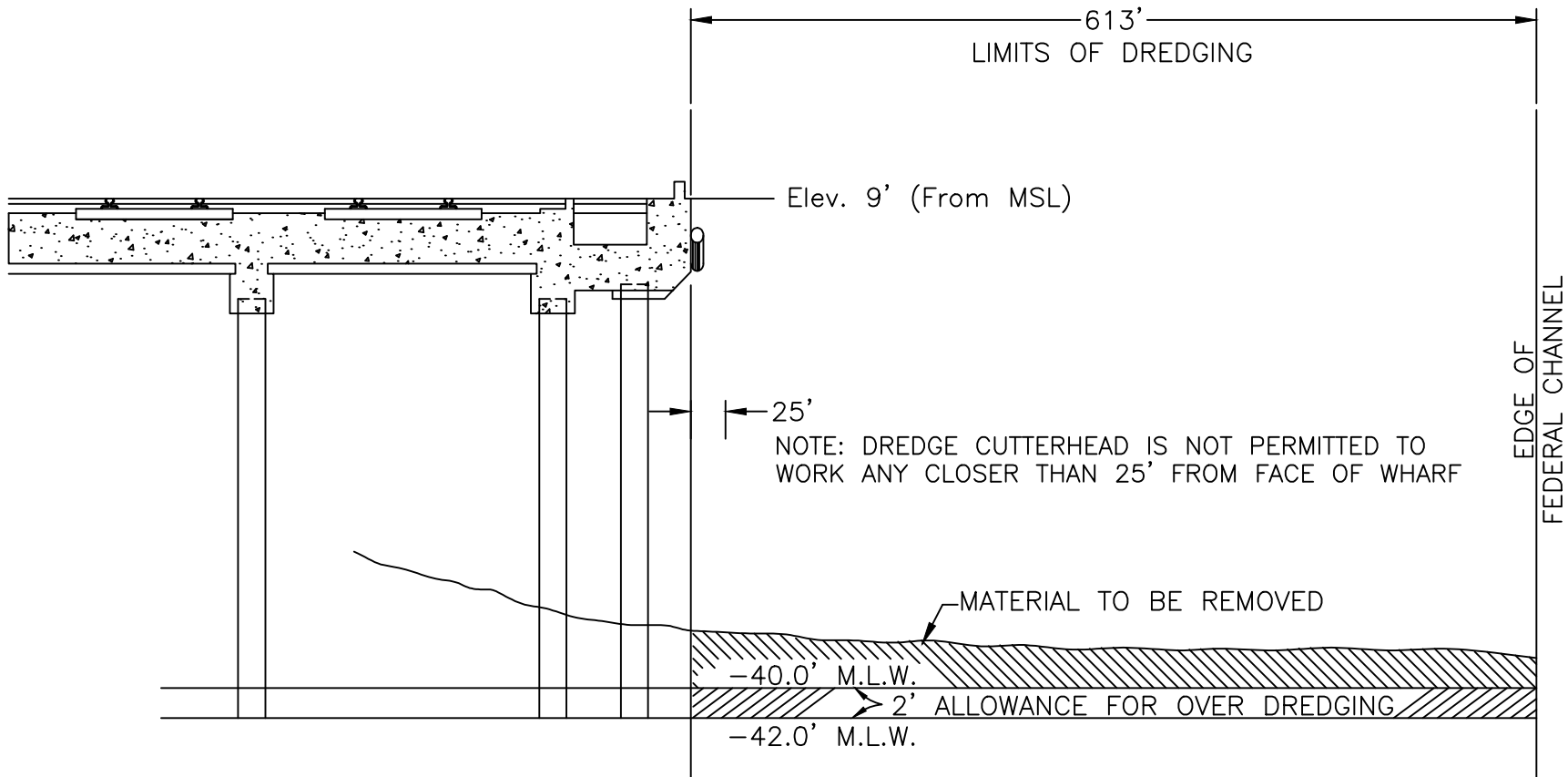
JPA PROJECT No. C-1530



BLOUNT ISLAND MARINE TERMINAL
BERTHS 30-35 DREDGE CROSS SECTION

NOTES

1. AREA PREVIOUSLY DREDGED TO $-40'$ M.L.W. $+2'$ OVER DREDGE.
2. DREDGE AREA TO $-40.0'$ MLW $+ 2.0'$ OVER DREDGE OUT TO EDGE OF FEDERAL CHANNEL.
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NOT TO
SCALE

PROJECT NO.: C-1530
DATE: APRIL 2019
DRAWN BY: TINA NEU

SHEET:
5

ANNUAL MAINTENANCE DREDGING

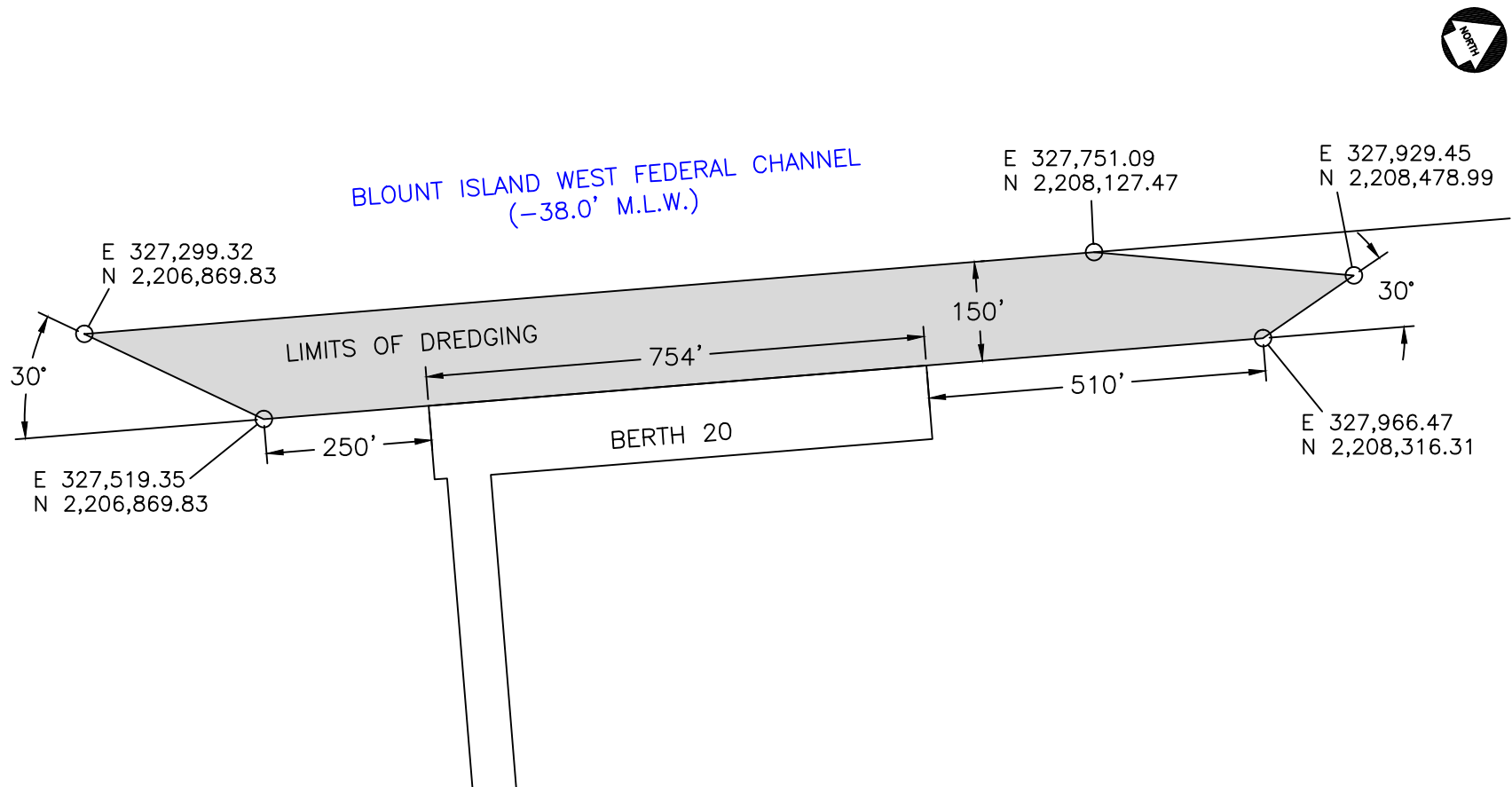
FY 2020 thru 2024

JPA PROJECT No. C-1530



NOTES

1. AREA PREVIOUSLY DREDGED TO $-38'$ M.L.W. $+2'$ OVER DREDGE.
2. DREDGE AREA TO $-38.0'$ MLW $+ 2.0'$ OVER DREDGE OUT TO EDGE OF FEDERAL CHANNEL.
3. NO PAYMENT FOR SIDE SLOPE WILL BE MADE.
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6. CONTRACTOR SHALL USE BARTRAM ISLAND AND BUCK ISLAND AS DREDGE MATERIAL PLACEMENT SITE.



BLOUNT ISLAND MARINE TERMINAL
BERTH 20 DREDGE LIMIT

NOT TO
SCALE

PROJECT NO.: C-1530
DATE: APRIL 2019
DRAWN BY: TINA NEU

SHEET:
6

ANNUAL MAINTENANCE DREDGING

FY 2020 thru 2024

JPA PROJECT No. C-1530



BLOUNT ISLAND MARINE TERMINAL
BERTH 20 DREDGE CROSS SECTION

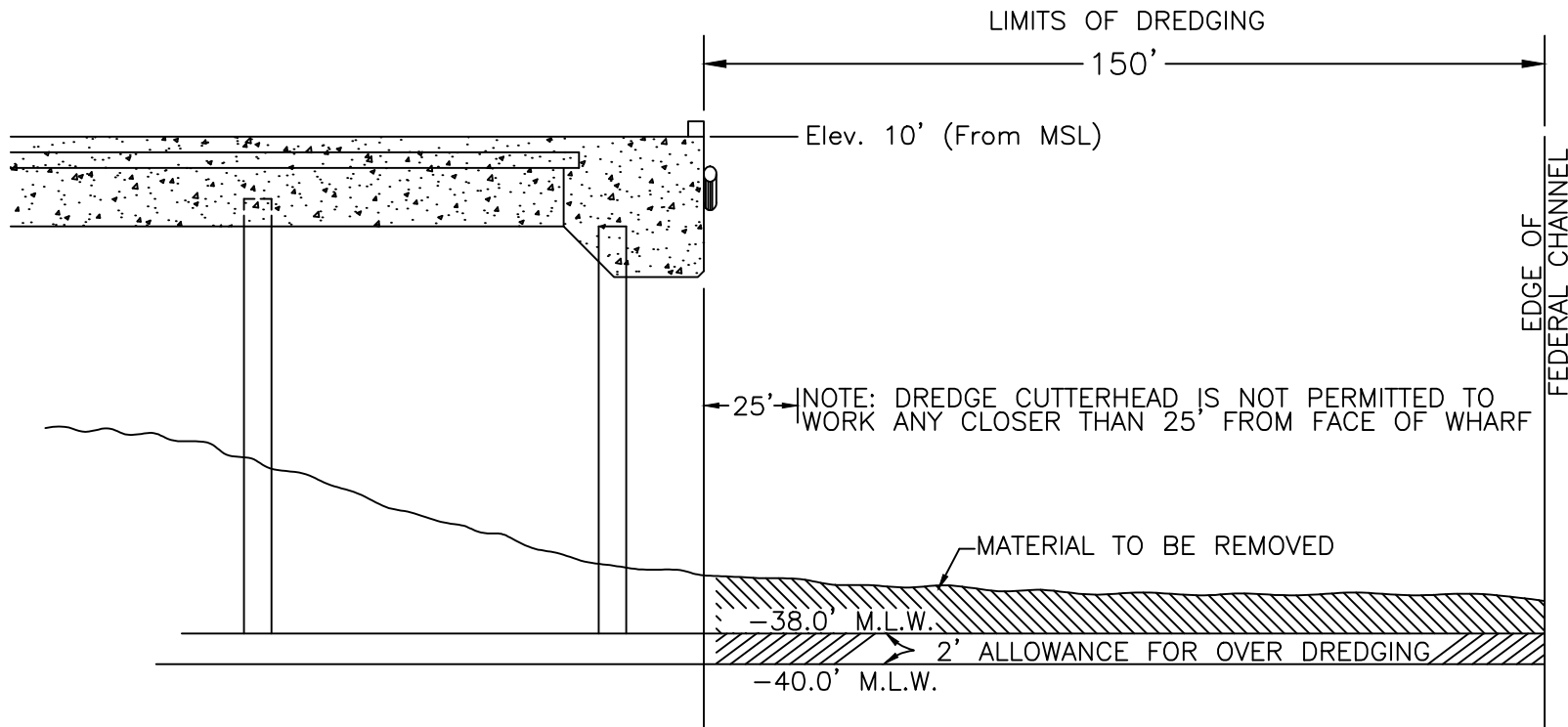
NOT TO
SCALE

PROJECT NO.: C-1530
DATE: APRIL 2019
DRAWN BY: TINA NEU

SHEET:
7

NOTES

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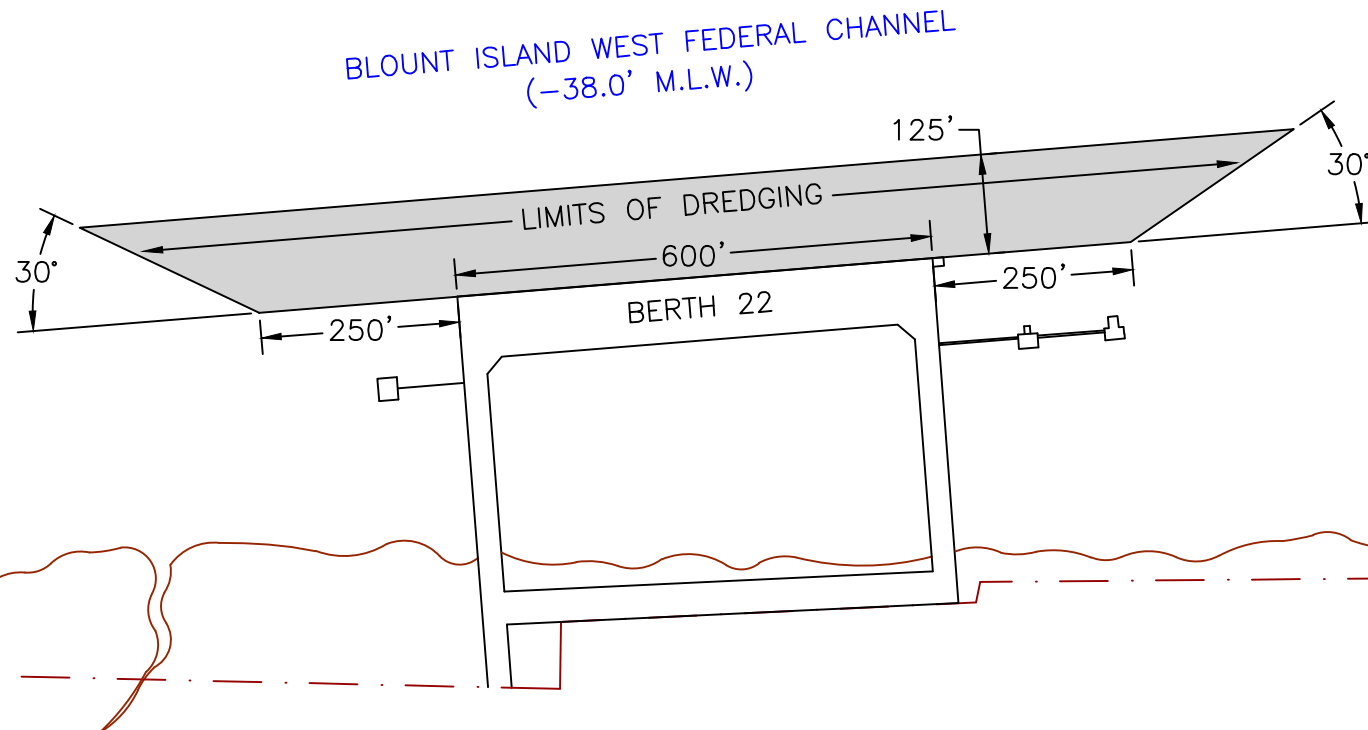
ANNUAL MAINTENANCE DREDGING

FY 2020 thru 2024

JPA PROJECT No. C-1530

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BLOUNT ISLAND MARINE TERMINAL
BERTH 22 DREDGE LIMITS

NOT TO
SCALE

PROJECT NO.: C-1530
DATE: APRIL 2019
DRAWN BY: TINA NEU

SHEET:
8

ANNUAL MAINTENANCE DREDGING

FY 2020 thru 2024

JPA PROJECT No. C-1530



BLOUNT ISLAND MARINE TERMINAL
BERTH 22 DREDGE CROSS SECTION

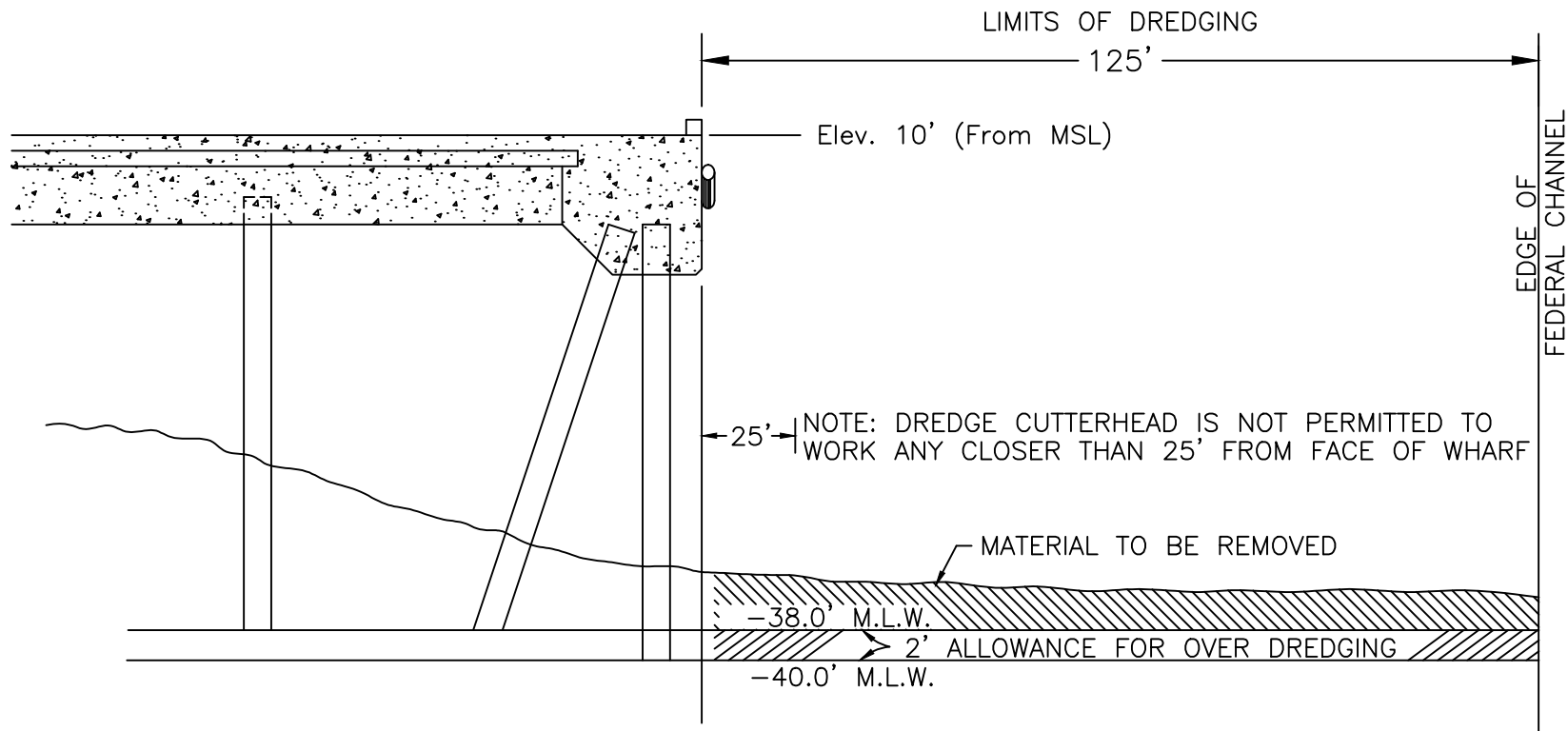
NOT TO
SCALE

PROJECT NO.: C-1530
DATE: APRIL 2019
DRAWN BY: TINA NEU

SHEET:
9

NOTES

1. AREA PREVIOUSLY DREDGED TO $-38'$ M.L.W. $+2'$ OVER DREDGE.
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ANNUAL MAINTENANCE DREDGING

FY 2020 thru 2024

JPA PROJECT No. C-1530



NOTES

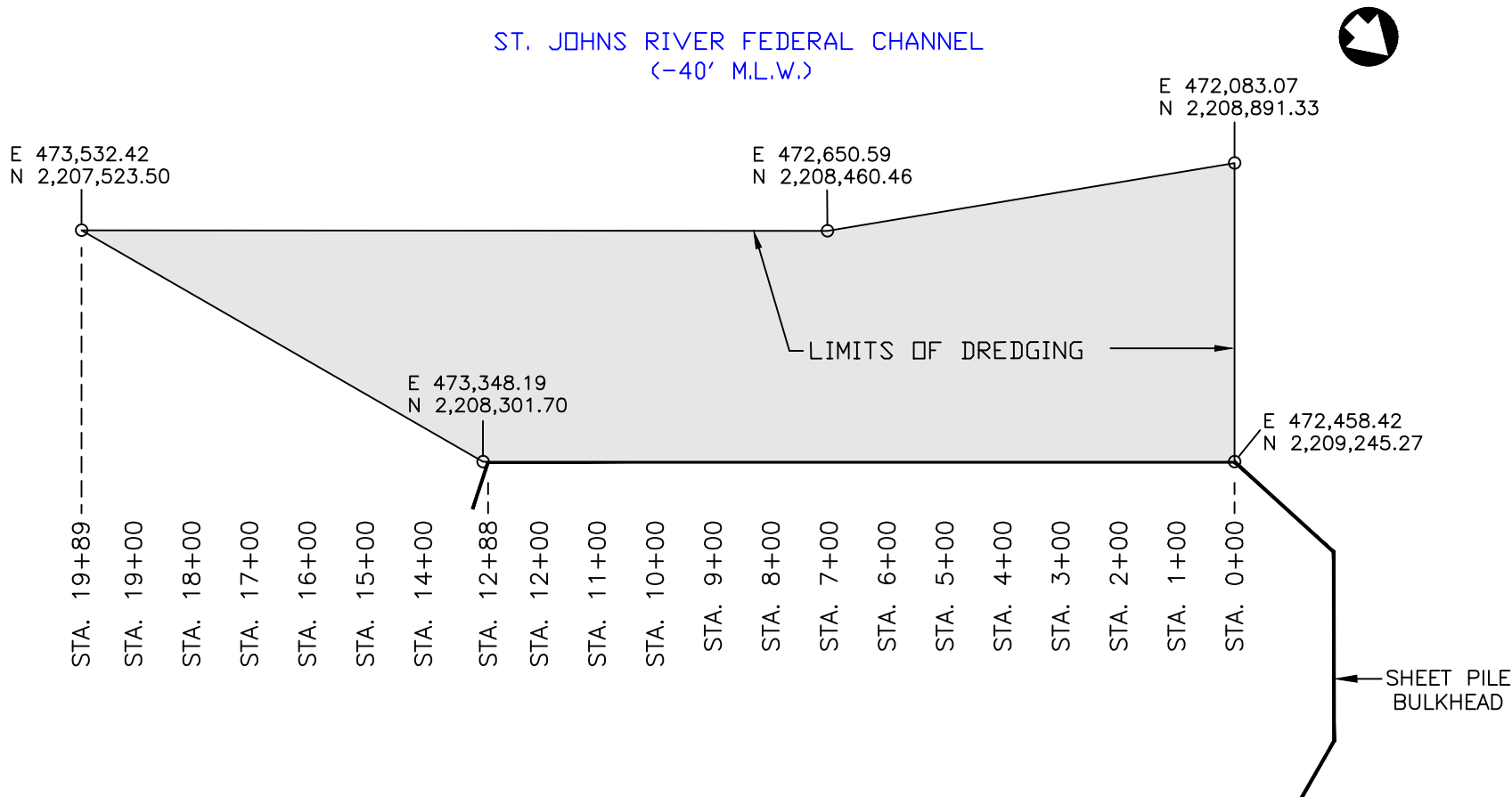
1. AREA PREVIOUSLY DREDGED TO -40' M.L.W. +2' OVER DREDGE.
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BLOUNT ISLAND MARINE TERMINAL
BERTH 10 DREDGE LIMITS

NOT TO
SCALE

PROJECT NO.: C-1530
DATE: APRIL 2019
DRAWN BY: TINA NEU

SHEET:
10



ANNUAL MAINTENANCE DREDGING

FY 2020 thru 2024

JPA PROJECT No. C-1530



BLOUNT ISLAND MARINE TERMINAL
BERTH 10 DREDGE CROSS SECTION

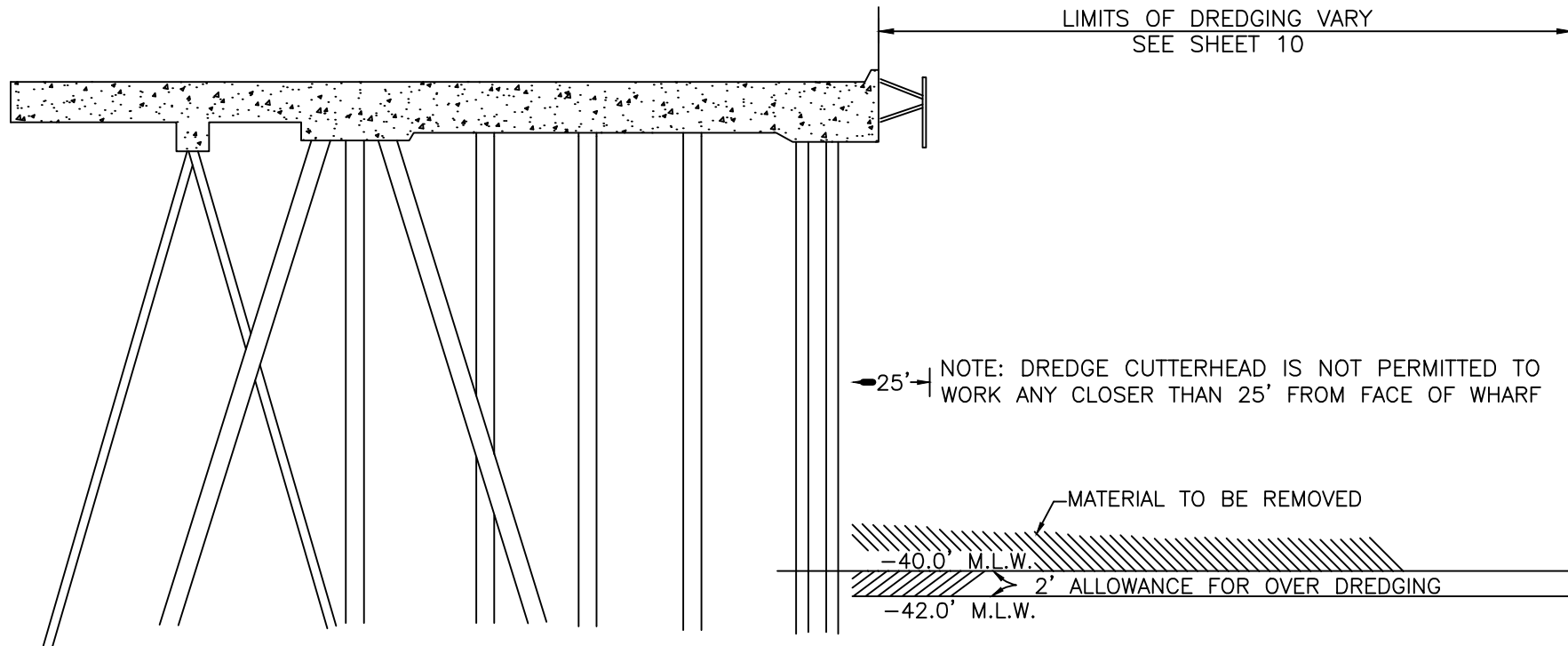
NOT TO
SCALE

PROJECT NO.: C-1530
DATE: APRIL 2019
DRAWN BY: TINA NEU

SHEET:
11

NOTES

1. AREA PREVIOUSLY DREDGED TO -40' M.L.W. +2' OVER DREDGE.
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ANNUAL MAINTENANCE DREDGING

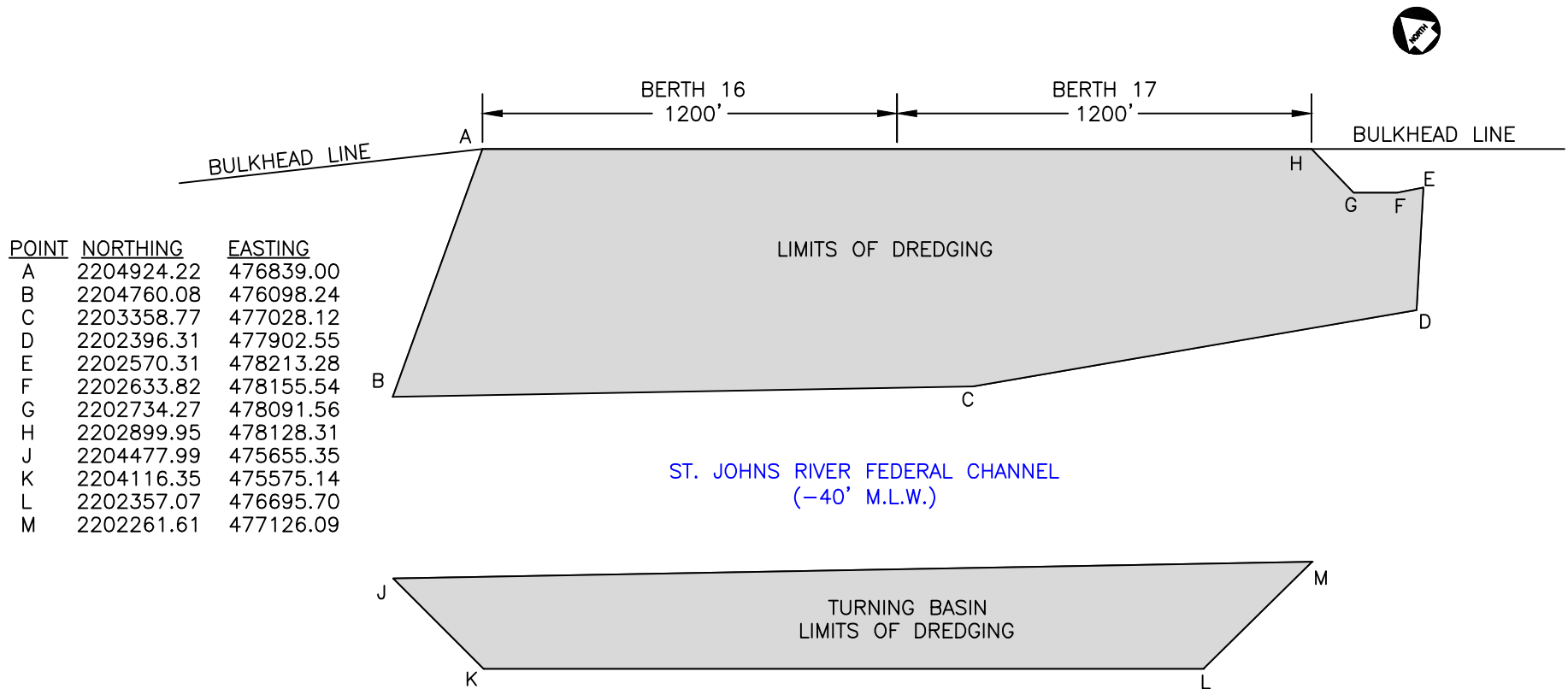
FY 2020 thru 2024

JPA PROJECT No. C-1530



NOTES

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DAMES POINT MARINE TERMINAL
BERTH 16 & 17 & TURNING BASIN
DREDGE LIMITS

NOT TO
SCALE

PROJECT NO.: C-1530
DATE: APRIL 2019
DRAWN BY: TINA NEU

SHEET:
12

ANNUAL MAINTENANCE DREDGING

FY 2020 thru 2024

JPA PROJECT No. C-1530



DAMES POINT MARINE TERMINAL
BERTH 16 & 17 CROSS SECTION

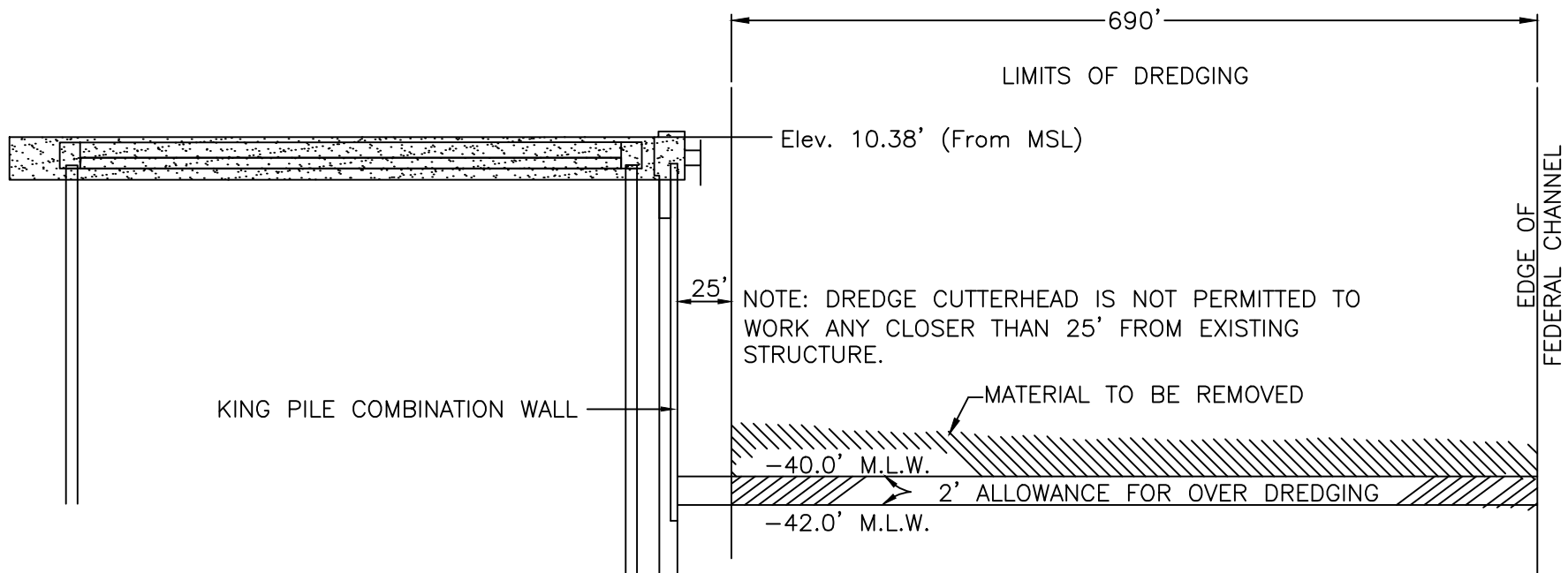
NOT TO
SCALE

PROJECT NO.: C-1530
DATE: APRIL 2019
DRAWN BY: TINA NEU

SHEET:
13

NOTES

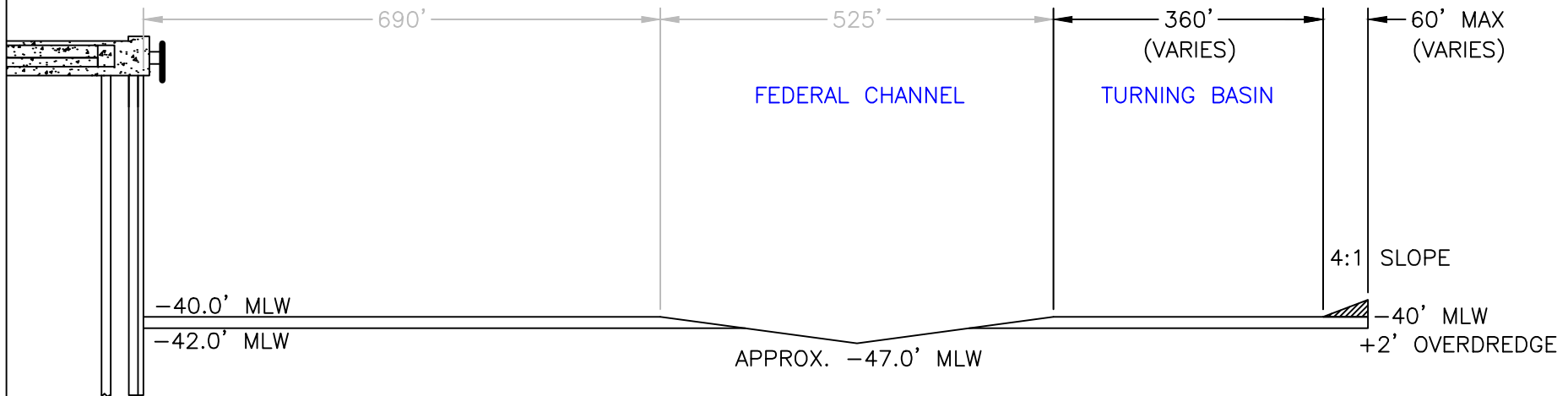
1. AREA PREVIOUSLY DREDGED TO $-40'$ M.L.W. $+2'$ OVER DREDGE.
2. DREDGE AREA TO $-40'$ MLW $+ 2.0'$ OVER DRDGE OUT TO EDGE OF FEDERAL CHANNEL.
3. NO PAYMENT FOR SIDE SLOPE WILL BE MADE.
4. ALLOWABLE OVERDEPTH FOR PAYMENT IS 2.0 FEET.
5. PRE-DREDGE SURVEY WILL BE PERFORMED BY JAXPORT PRIOR TO COMMENCEMENT OF DREDGE OPERATIONS FOR PAYMENT PURPOSES.
6. CONTRACTOR SHALL USE BARTRAM ISLAND AND BUCK ISLAND AS DREDGE MATERIAL PLACEMENT SITE.



ANNUAL MAINTENANCE DREDGING
FY 2020 thru 2024
JPA PROJECT No. C-1530

NOTES

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DAMES POINT MARINE TERMINAL
TURNING BASIN CROSS SECTION

NOT TO
SCALE

PROJECT NO.: C-1530
 DATE: APRIL 2019
 DRAWN BY: TINA NEU

SHEET:
 14

ANNUAL MAINTENANCE DREDGING

FY 2020 thru 2024

JPA PROJECT No. C-1530

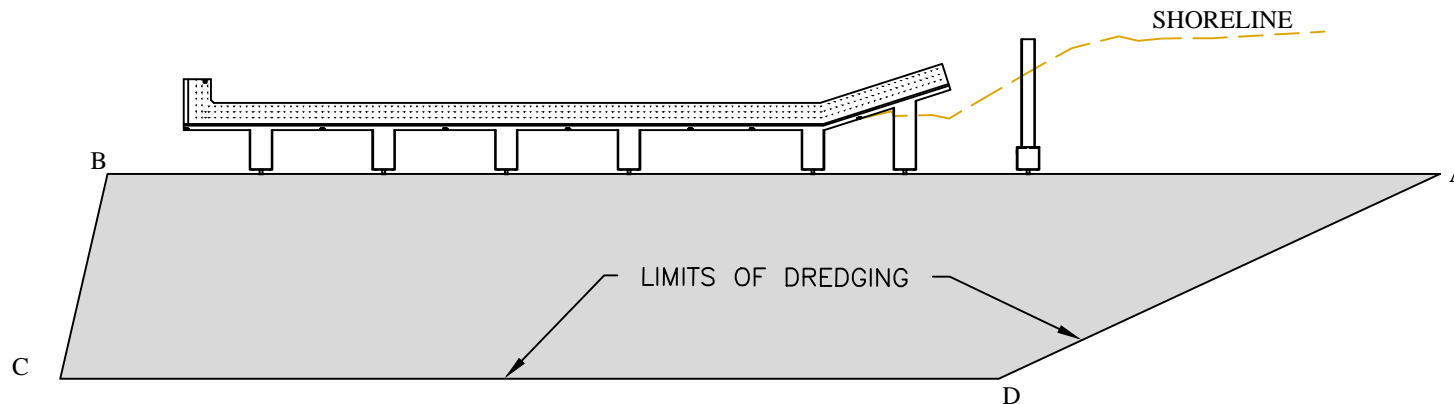


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<u>POINT</u>	<u>NORTHING</u>	<u>EASTING</u>
A	2,200,962.40	479,675.03
B	2,202,570.31	478,213.28
C	2,202,402.84	477,914.04
D	2,201,270.40	478,943.54



ST. JOHNS RIVER FEDERAL CHANNEL
(-40' M.L.W.)

DAMES POINT MARINE TERMINAL
BERTH 18 DREDGE LIMITS

NOT TO
SCALE

PROJECT NO.: C-1530
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SHEET:
15

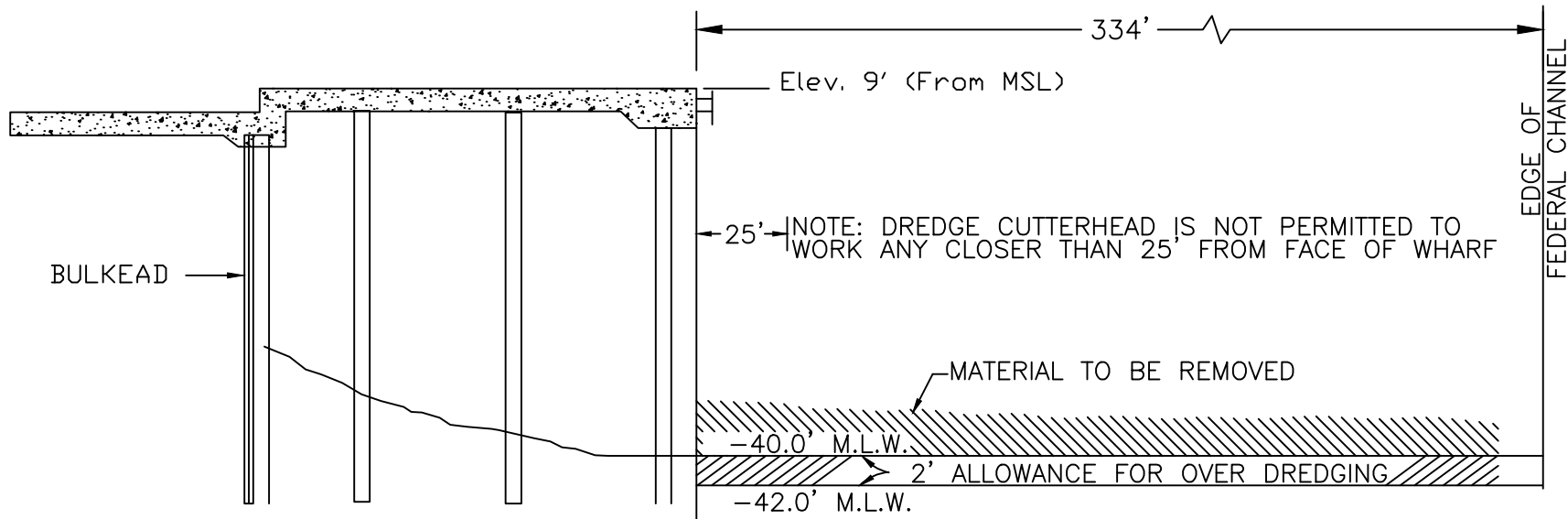
ANNUAL MAINTENANCE DREDGING

FY 2017 thru 2019

JPA PROJECT No. C-1530

NOTES

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DAMES POINT MARINE TERMINAL
BERTH 18 CROSS SECTION

NOT TO
SCALE

PROJECT NO.: C-1530
DATE: APRIL 2019
DRAWN BY: TINA NEU

SHEET:
16