



## **REQUEST FOR PROPOSAL**

### **REPAIR AND REPOSITION ELASTOMERIC BEARING PADS BRIDGE NO. 724436 – DAVE RAWLS FLYOVER BRIDGE BLOUNT ISLAND MARINE TERMINAL**

**JAXPORT CONTRACT NO. C-1694  
JPA PROJECT NO. B2019-03**

**THIS PROJECT WILL BE CONSTRUCTED UTILIZING  
THE DESIGN-BUILD DELIVERY METHOD**

**RFP Submission Date: SEPTEMBER 4, 2019 at 2:00 P.M. (EST)**

Sandra Platt, Sr. Contract Specialist  
PROCUREMENT SERVICES DEPARTMENT  
2831 Talleyrand Avenue, Jacksonville, Florida 32206  
[Sandra.Platt@jaxport.com](mailto:Sandra.Platt@jaxport.com)



**2831 Talleyrand Avenue, Jacksonville, Florida 32206  
PROCUREMENT SERVICES DEPARTMENT  
Tel: 904-357-3017, Fax: 904-357-3077**

---

**REQUEST FOR PROPOSAL**  
**REPAIR AND REPOSITION ELASTOMERIC BEARING PADS**  
**BRIDGE NO. 724436 – DAVE RAWLS FLYOVER BRIDGE**  
**BLOUNT ISLAND MARINE TERMINAL**  
**CONTRACT NO. C-1694**

**PUBLIC NOTICE**

---

The Jacksonville Port Authority is soliciting Requests for Proposals (RFPs) for a Design-Build firm to design and construct repairs to the Dave Rawls Flyover Bridge located on the Blount Island Marine Terminal. The work includes, but is not necessarily limited to, the design and construction of repairs to elastomeric bearing pads 6-2, 9-2, and 9-4 of the Dave Rawls Flyover Bridge, all as identified in the Ayres Associates advisory dated October 9, 2017, attached hereto and made a part of this RFP. Also required as part of this project is the inspection of all other elastomeric bearing pads to determine if additional bearing pads need repair or repositioning.

Submission of an RFP Package (Qualifications, Technical and Price Proposals) does not guarantee that any responding firm will receive a contract from JAXPORT, nor does it imply that your firm has any type of procurement or contractual relationship with JAXPORT either now or in the future. Information provided by your firm will be treated in a reasonable manner and will be subject to disclosure pursuant to the laws of the State of Florida. Concurrent with this policy, JAXPORT conducts its procurement activities and formal bid processes in a competitive environment that fosters equal opportunity for qualified companies to provide services that meet our requirements.

**SUBMISSION OF QUALIFICATIONS, TECHNICAL AND PRICE PROPOSALS**  
***WEDNESDAY, SEPTEMBER 4, 2019 AT 2:00 P.M. (EST)***

**PRICE PROPOSAL OPENING**  
***THURSDAY, SEPTEMBER 12, 2019 AT (EST)***

**MANDATORY PRE-PROPOSAL MEETING & SITE VISIT**  
***FRIDAY, AUGUST 16, 2019 @ 10:00 AM (EST)***

---

## PROPOSAL CONTENTS AND FORMAT

Interested Proposers shall prepare and submit a RFP package consisting of **three separate sealed envelopes** in order to be considered for award of this project. Proposals received in unsealed envelopes will be declared nonconforming and will not be read or accepted.

1. The **first envelope** shall contain all information pertaining to the **Proposer's Qualifications**. This envelope shall be marked with the name of the firm and labeled as follows:

PROPOSER QUALIFICATIONS FOR CONTRACT NO.: **C-1694**

NAME OF FIRM: \_\_\_\_\_

This envelope shall contain the following information:

- a. Acknowledgement of all addenda, Signature Page
  - b. Exhibit "A" - Conflict of Interest, COI Form
  - c. Exhibit "B" - Sworn Statement/Section 287.133(3)(a), Florida Statutes - Public Entity Crime, PEC Form
  - d. Exhibit "C" - E-Verify Program for Employment Verification, E-Verify Form
  - e. Exhibit "D" - Contractor Certification Regarding Scrutinized Companies, Form CCRSC.
  - f. Bidders Representation and Authorization – Written Statement (Only if necessary).
2. The **second envelope** shall contain all information pertaining to the **Technical Criteria**. This envelope shall be marked with the name of the firm and labeled as follows:

TECHNICAL PROPOSAL FOR CONTRACT NO.: **C-1694**

NAME OF FIRM: \_\_\_\_\_

3. The **third envelope** shall contain the **signed Form PPF-1 through PPF-3, and any other information required** to be submitted by the specifications. This envelope shall be marked with the name of the firm and labeled as follows:

PRICE PROPOSAL FOR CONTRACT NO.: **C-1694**

NAME OF FIRM: \_\_\_\_\_

This envelope shall contain the following information:

- a. Bid bond, certified check or cashier's check for 5 percent of the amount of the bid (See SECTION II - PRICE PROPOSAL / BONDS).
- b. DBE Form 1, "Anticipated DBE Participation Statement".

---

The RFP package consisting of the three sealed envelopes described previously shall be placed in **one outer envelope** that is marked and mailed as follows:

DIRECTOR  
PROCUREMENT SERVICES DEPARTMENT  
JAXPORT  
2831 TALLEYRAND AVENUE  
JACKSONVILLE, FL 32206  
QUALIFICATIONS, TECHNICAL AND PRICE PROPOSALS FOR CONTRACT NO.: C-1694

NAME OF FIRM: \_\_\_\_\_

Alternatively, the proposal package may be hand-delivered to JAXPORT, Procurement Services Department located at 2831 Talleyrand Avenue, in sufficient time to ensure receipt prior to the time specified in the "Request for Proposal."

**No proposals will be accepted after the time scheduled for Submission of Qualifications, Technical and Price Proposals.**

**It should be noted that JAXPORT will only announce the names of the proposers and will not open any of the envelopes at the proposal closing. The process as to how the envelopes will be opened is outlined in Section 1. Request for Proposal Overview and Response Procedures. The envelope containing the price proposal will be opened in a public forum after qualifying the proposer and evaluating their technical responses.**

If your firm does not intend to submit a proposal for this project, please complete "Notice to Prospective Proposers" and fax to (904) 357-3077 or e-mail to [Sandra.Platt@JAXPORT.com](mailto:Sandra.Platt@JAXPORT.com)



## NOTICE TO PROSPECTIVE PROPOSERS

If your firm is not submitting a proposal at this time, please detach this sheet from the Request for Proposal document, complete the information requested, and return to [sandra.platt@jaxport.com](mailto:sandra.platt@jaxport.com) or fax to 904-357-3077.

### NO PROPOSAL SUBMITTED FOR REASON(S) CHECKED AND/OR INDICATED:

- Not responding due to workload issues
  - Not responding due to minimum experience requirements
  - Not responding due to specifications /scope of services
  - Not responding due to timely payment issues
  - OTHER (Please specify)
- 

We do  do not  want to be retained on your mailing list for future RFP's for the type or product and/or service.

Signature: \_\_\_\_\_

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

Company: \_\_\_\_\_

---

---

TABLE OF CONTENTS

PAGE

<b>SECTION I.</b>	<b>REQUEST FOR PROPOSAL OVERVIEW AND RESPONSE PROCEDURES</b>	<b>8</b>
	A. INTRODUCTION	8
	B. RECEIPT AND OPENING OF PROPOSALS	8
	C. MANDATORY PRE-PROPOSAL AND SITE VISIT MEETING	8
	D. TWO STEP SELECTION PROCESS	9
	E. SUBCONTRACTORS / JOINT VENTURES	14
	F. DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY	14
	G. RFP SCHEDULE OF EVENTS	17
	H. CONTACT PERSON	18
	I. OMISSIONS, DISCREPANCIES AND ADDENDA	18
<b>SECTION II.</b>	<b>REQUEST FOR PROPOSAL SUBMISSION, FORMAT AND BONDS</b>	<b>19</b>
	A. PROPOSAL SUBMISSION	19
	B. QUALIFICATION PROPOSAL FORMAT	19
	C. TECHNICAL PROPOSAL FORMAT	20
	D. ORAL PRESENTATIONS/INTERVIEWS	21
	E. PRICE PROPOSAL / BONDS	21
<b>SECTION III.</b>	<b>LEGAL TERMS AND CONDITIONS / INSURANCE</b>	<b>24</b>
	A. MODIFICATION/WITHDRAWALS OF SUBMITTALS	24
	B. RFP POSTPONEMENT/CANCELLATION/REJECTION	24
	C. COST INCURRED BY PROPOSERS	24
	D. PUBLIC MEETING REQUIREMENTS	24
	E. PUBLIC RECORDS	24
	F. PROTEST PROCEDURES	26
	G. RULES; REGULATIONS; LICENSING REQUIREMENTS	26
	H. CONFLICT OF INTEREST	26
	I. PUBLIC ENTITY CRIME	26
	J. DISCRIMINATORY VENDOR LIST	27
	K. PROPOSERS REPRESENTATION AND AUTHORIZATION	27
	L. SCRUTINIZED COMPANIES ACTIVITIES IN SUDAN AND/OR IRAN	29
	M. E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION	30
	N. RELATION TO THE JAXPORT	30
	O. CONFORMITY TO APPLICABLE LAWS	30
	P. CONTINGENT FEES PROHIBITED	30
	Q. WAIVER OF IRREGULARITIES	31
	R. INDEMNIFICATION	31
	S. INSURANCE	31
	T. EX-PARTE COMMUNICATIONS PROHIBITED	34
	U. SECURITY IMPLEMENTATION PROCEDURES	36
	V. ADDENDA ACKNOWLEDGEMENT / SIGNATURE PAGE	42

**EXHIBITS**

---

“A” - CONFLICT OF INTEREST	COI-1
“B” - SWORN STATEMENT/PUBLIC ENTITY CRIMES	PEC-1 TO PEC-2
“C” - E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION	E-VERIFY
“D” - CONTRACTOR CERTIFICATION, SCRUTINIZED COMPANIES	CCRSC
“E” - ANTICIPATED DBE PARTICIPATION STATEMENT	DBE 1

**PROPOSAL RELATED FORMS**

PRICE PROPOSAL FORM	PPF-1 TO PPF-3
BID BOND FORM	BBF-1 TO BBF-2

**CONTRACT RELATED DOCUMENTS**

GENERAL CONDITIONS	GC-1 TO GC-44
SPECIAL CONDITIONS	SC-1 TO SC-8
REQUIRED LIMITS OF INSURANCE	RLI-1 TO RLI-2
CERTIFICATE OF INSURANCE COMPLIANCE	COIC-1 TO COIC-3
APPLICATION FOR PAYMENT	AFP-1 & AFP-2
REQUEST FOR INFORMATION	RFI
AGREEMENT BETWEEN OWNER AND CONTRACTOR	AGR-1 TO AGR-4
CERTIFICATE OF CONTRACT COMPLETION	FCC
CERTIFICATE OF SUBSTANTIAL COMPLETION	SUBCOM
CONSENT OF SURETY COMPANY TO FINAL PAYMENT	CONSUR
OWNER’S MINIMUM PROJECT WORK RULES	PWR-1 TO PWR-2
PERFORMANCE BOND	PB-1 TO PB-4
STATUTORY PAYMENT BOND	SPB-1 TO SPB-3
CONTRACTOR’S “MONTHLY REPORT”	DBE 5

**SCOPE OF WORK**

SCOPE OF WORK	1 TO 3
---------------	--------

**ATTACHMENTS**

- 01 – Ayres Associates SIGNIFICANT DEFICIENCY ADVISORY Bridge No. 724436 – Dave Rawls Flyover Bridge dated October 9, 2017
- 02 – Site Aerial

**(THE REMAINDER OF THIS PAGE IS BLANK INTENTIONALLY)**

---

## **SECTION I - REQUEST FOR PROPOSAL OVERVIEW AND RESPONSE PROCEDURES**

### **A. INTRODUCTION**

JAXPORT is requesting Qualifications, Technical and Price Proposals from interested firms (Proposers) with qualified experience in Design-Build, including full coordination of permitted plans, specifications, and construction of concrete road bridges, utilizing their best skill and expertise to perform the following services and tasks: design, traffic control, construction, project management, and permitting from all Authorities Having Jurisdiction (AHJ), if needed, and any other service or task manifestly required to render a complete and useable project.

The scope of work will include, but is not limited to the design and construction of repairs to elastomeric bearing pads on the Dave Rawls Flyover Bridge located on the Blount Island Marine Terminal. This project will be awarded utilizing an Adjusted Score Design-Build delivery method.

### **B. RECEIPT AND OPENING OF PROPOSALS**

A complete RFP package (Qualifications, Technical and Price Proposals) will be received by the Procurement Services Department of the Jacksonville Port Authority (JAXPORT) until **2:00 P.M. (EST)**, on **WEDNESDAY, SEPTEMBER 4, 2019**.

The Price proposal envelopes will be publicly opened on **2:00 P.M. (EST)**, on **THURSDAY, SEPTEMBER 12, 2019**. **The price proposal envelopes will be held in a secured location until that time. At no time will the Evaluation Committee have access to those envelopes.**

### **C. MANDATORY PRE-PROPOSAL AND SITE VISIT MEETING**

To ensure that all Proposers are fully informed of the requirements for this Contract, a Mandatory Pre-Proposal meeting will be held on **FRIDAY, AUGUST 16, 2019** at **10:00 A.M. (EST)** at the Jacksonville Port Authority, 2831 Talleyrand Avenue, 1<sup>st</sup> Floor Conference Room, Jacksonville, FL 32206. The **MANDATORY** SITE VISIT of the facility is scheduled immediately following the Mandatory Pre-Proposal meeting.

***Failure to attend the MANDATORY Pre-Proposal and Site Visit Meeting will result in rejection of Proposal.***



---

## D. TWO-STEP SELECTION PROCESS

JAXPORT shall conduct a two-step selection process. In the first step, JAXPORT will evaluate the Proposer's Qualifications to create a competitive range of the most qualified Proposers. JAXPORT will determine a competitive range by assuring that all Proposer meet the below qualifications listed. JAXPORT will then open only those Technical Proposals submitted by the competitive range qualified Proposers. Proposers will be ranked by the Evaluation Committee based upon which competitive range qualified Proposer has the highest score. The maximum possible score is 100 points.

In the second step, JAXPORT will publicly open the Price Proposals submitted by the competitive range qualified Proposers on the dates set forth in the Public Notice. Proposers will be ranked by the Procurement Services Department based upon which Proposer has the lowest adjusted score.

### 1. Step One: Qualifications and Technical Proposals

#### (a) Qualifications Criteria – PASS/FAIL Evaluation

Qualifications will be evaluated in accordance with the Selection Criteria set forth in the Qualification Criteria section. Proposers shall structure the response documentation in a manner to properly and clearly address each of the Qualification Selection Criteria sections below and its relevant requirements. It is the sole responsibility of each Proposer to address each of the Qualification Selection Criteria and its relevant requirements. When in doubt as to any requirement or criteria, submit written questions by the question deadline.

The Qualifications will be evaluated "PASS/FALL" by JAXPORT's Evaluation Committee based on the criteria detailed in the table below. Proposals must receive a passing evaluation on every criterion to be considered responsive.

<b>Statement of Qualifications Evaluation Criteria</b>	<b>PASS/FAIL</b>
<b>A. Proposers History</b> – The Proposer Shall <ul style="list-style-type: none"><li>Describe the Proposer's history, length of time in business, locations, number of employees, types of services offered and summarize its direct experience in providing the services described in the solicitation.</li></ul>	<b>PASS/FAIL</b>

<p><b>B. Proposers Engineer of Record</b> – The Proposer Shall</p> <ul style="list-style-type: none"> <li>Identify the individual (and his/her employer if not the Proposer) who will serve as Engineer of Record for Design of the Project. The Engineer of Record shall be a Professional Engineer licensed in the State of Florida. Demonstrate that the individual has at least five (5) years of experience providing engineering services for design of projects of similar size and scope.</li> </ul>	<p><b>PASS/FAIL</b></p>
<p><b>C. Licensed Contractor</b> – The Proposer Shall</p> <ul style="list-style-type: none"> <li>Identify the Construction Contractor. The Construction Contractor shall be licensed in the State of Florida. Proposer shall include the construction contractor’s state contractor’s license number. Demonstrate that the individual has at least five (5) years of experience providing construction services for projects of similar size and scope.</li> </ul>	<p><b>PASS/FAIL</b></p>
<p><b>D. Organizational Chart</b> – The Proposer Shall</p> <ul style="list-style-type: none"> <li>Include an organizational chart for all key personnel and key subcontractors proposed for the work, including identification of the project role, firm and office locations of each.</li> </ul>	<p><b>PASS/FAIL</b></p>
<p><b>E. Key Personnel</b> – The Proposer Shall</p> <ul style="list-style-type: none"> <li>Include resumes of all key personnel include in the organization chart. Resumes may not exceed one page per individual. Resumes should identify each individual’s firm. It should only include qualifications and at least five (5) years of experience relevant to the project described the Scope of Work.</li> <li>Project Manager: Identify the individual who will assume primary responsibility (Project Manager) for the Design-Build services covered under this RFP. Demonstrate that this individual possess at least five (5) years of experiences in work similar to that proposed herein.</li> </ul>	<p><b>PASS/FAIL</b></p>
<p><b>F. Capability &amp; Resources</b> – The Proposer Shall</p> <ul style="list-style-type: none"> <li>Provide evidence of its capability to delivery final drawings in electronic format using either a standard .dxf or .dwg formats.</li> <li>Provide evidence it has adequate and available resources to enter into a Design-Build contract for the value of the project. More specifically, each Design-Build firm must provide letters from its insurance carrier(s) and surety on carrier and surety letterhead that verify the Design-Build firm is able to provide the insurance required herein and to provide a 100% performance bond for the total value of the project.</li> </ul>	<p><b>PASS/FAIL</b></p>

---

---

<ul style="list-style-type: none"><li>• Each Design-Build firm must provide evidence that the Engineer(s) of Record has experience on a minimum of three (3) projects in the design of concrete bridge construction and repair.</li><li>• Each Design-Build firm must provide evidence that the Construction Contractor has experience on a minimum of three (3) projects in the design of concrete bridge construction and repair.</li></ul>	
---	--

**(b) Technical Proposal Criteria**

Technical Proposals will be evaluated in accordance with the Selection Criteria set forth in the Technical Proposal Criteria section. Proposers shall structure the Proposal in a manner to properly and clearly address each of the Technical Selection Criteria and its relevant requirements. It is the sole responsibility of each Proposer to address each of the Technical Selection Criteria and its relevant requirements. When in doubt as to any requirement or criteria, submit written questions by the question deadline.

A Written Technical Proposal (WTP) will include items such as a detailed project site concept and design, budget and schedule, staffing plan, submittals, timeline, permit requirements, total Contract time and other data requested in the RFP. The package containing the WTP shall indicate clearly that it is the Technical Proposal and shall identify clearly the Proposer’s name on the sealed envelope. The Proposer must not discuss or reveal elements of its Price Proposal in its WTP.

- Upon completion of the Qualifications being evaluated “PASS/FAIL, the Evaluation Committee will review and evaluate only WTPs receiving a “PASS” and if necessary, request Oral Presentations from those Proposers. The purpose of the Oral Presentation is to assist the Evaluation Committee with any clarification and/or to ask questions, as it relates to the WTP of the Proposer. Proposers will not be permitted to ask questions of the Evaluation Committee except to clarify the meaning of a question posed by the Evaluation Committee.
- A perfect score for the WTP Evaluation Criteria is 100 points. At the completion of the evaluation of all Written Technical Proposals (Oral Presentation, if necessary), each

member of the Evaluation Committee will submit total scores which will be the Final Technical Score assigned to each Proposer.

The Technical Proposals submitted by the competitive range qualified will be evaluated and scored by JAXPORT's Evaluation Committee, based on the criteria detailed in the table below. The maximum possible score is 100 points.

<b>Technical Proposals Evaluation Criteria</b>	<b>Points Value</b>
<p><b>A. Site Concept and Design</b> – The Proposer Shall</p> <ul style="list-style-type: none"> <li>• Discuss concrete bridge construction and repair, and installation of bearing pad retainers design elements and pre-construction activities necessary to reach the construction phase of the project.</li> <li>• Discuss any improvements and/or enhancements your firm would offer towards cost savings in construction costs. Do not include any reference to total price.</li> </ul>	<b>35 Points</b>
<p><b>B. Project Approach</b> – The Proposer Shall</p> <ul style="list-style-type: none"> <li>• Provide a detailed plan of Proposer's approach to the project that includes, but is not limited to, design and installation of bearing pad retainers, proposed method for jacking bridge off the bearing pads, inspection of other bearing pads and criteria to be used to determine if other bearing pads are candidates for repair, maintenance of traffic plan, work sequencing, permitting requirements, and overall schedule and plan for coordination.</li> </ul>	<b>35 Points</b>
<p><b>C. Understand Budget and Scheduling Constraints</b> – The Proposer Shall</p> <ul style="list-style-type: none"> <li>• Discuss understanding of the project's budget your firm will set and your firm's ability to manage and adhere to the budget and minimize necessity for change orders.</li> <li>• Discuss understanding of scheduling constraints of the tenant spaces in which the project site is located.</li> </ul>	<b>20 Points</b>
<p><b>D. Project Phasing</b> - The Proposer Shall</p> <ul style="list-style-type: none"> <li>• Discuss your firm's schedule and phasing plan for the project.</li> <li>• Discuss how your firm intends to deliver the project in accordance with the proposed schedule.</li> </ul>	<b>10 Points</b>
<b>TOTAL</b>	<b>100 Points</b>

---

## 2. Step Two: Price Proposals

Price Proposals will be based on a firm fixed price for the various design and construction elements of the Project as identified on the Price Proposal Form included in the RFP. The package containing the Price Proposals shall indicate clearly that it is the Price Proposal and shall identify the Proposer's name on the sealed envelope. JAXPORT will publicly open the Price Proposals submitted by the competitive range qualified Proposers on the dates set forth in the Public Notice.

- On the date and time for the opening of Price Proposal submissions, a public meeting will be held, in which the Director of Procurement Services will announce the Evaluation Committee's Final Technical Score for each Proposer (Maximum 100 points). Following the announcement of the average Final Technical Scores, the Price Proposals will be opened and announced. Price Proposals must then be verified to ensure calculations are accurate for all line items. Once all Price Proposal calculations are verified, the Director of Procurement Services will tabulate the average FTS's and Price Proposal amount using the formula listed below, in order to determine the Proposer with the lowest Adjusted Score (AS).

$$\frac{\text{Price Proposal (PP)}}{\text{Final Technical Score (FTS)}} = \text{Adjusted Score (AS)}$$

- The Director of Procurement Services will then publicly announce the Adjusted Scores for all Proposers. The Proposer to be recommended for award of this Project will be that Proposer whose Adjusted Score is the lowest amongst all Proposers, as long as the Proposer's Price is within the engineer's estimate. If the Proposer with the lowest Adjusted Score is not within the engineer's estimate, then JAXPORT reserves the right to negotiate the price proposal with the Proposer, having the lowest Adjusted Score. If negotiations fail to bring the Project within the engineer's estimate, then JAXPORT reserves the right to move to the next Proposer with the second lowest Adjusted Score. If the Proposer with the second lowest Adjusted Score is not within the engineer's estimate and if negotiations fail to bring the project within said estimate then JAXPORT reserves the right to move to the next Proposer with the third lowest Adjusted Score. The Director of Procurement Services has the right to correct any errors in the evaluation and selection process that may have been made. JAXPORT is not obligated to award the Contract and may decide to reject all Proposals.

- 
- It is the intent of JAXPORT to award this Contract to the Proposer who, in its sole opinion, is the most qualified and capable of providing the best overall service consistent with the goals, objectives and budget of JAXPORT. JAXPORT reserves the right to waive informalities in any Proposal, to reject any or all Proposals received in response to the RFP, with no liability to JAXPORT for rejection of any Proposal for any reason.

**Example of Adjusted Score Calculation**

<b><u>Proposer #1</u></b>	<b><u>Proposer #2</u></b>	<b><u>Proposer #3</u></b>
PP: \$500,000	PP: \$510,000	PP: \$495,000
FTS: 97	FTS: 93	FTS: 94
AS: 5,155	AS: 5,484	AS: 5,266

Proposer #1, having the lowest Adjusted Score, would be ranked first, followed by Proposer #3, then Proposer #2.

**E. SUBCONTRACTORS/JOINT VENTURES**

JAXPORT will award a contract to one (1) Proposer, who shall be the Design Consultant / Prime Contractor and the single point of contact between JAXPORT and the Proposer. The successful Proposer shall be fully responsible and bound for the Work described in this RFQ. JAXPORT neither encourages, nor discourages, the formation of teams, as long as team members are subcontractors to the Design Consultant / Prime Contractor. It is the desire of JAXPORT that the work elements required by the Project and included in the negotiated agreement is shared with other qualified area subcontractors to the extent that such goal does not diminish the selection of the most qualified Design Consultant / Prime Contractor. **Joint Ventures will not be considered.**

**F. DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY**

**DBE POLICY AND OBLIGATION:**

- a. It is the policy of JAXPORT that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with FDOT funds under this contract. The DBE requirements of applicable federal and state laws and regulations apply to this contract. JAXPORT and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this contract. In this regard, all contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to perform

---

contracts. JAXPORT's contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this contract.

- b. **DBE UTILIZATION** – The Department of Transportation (DOT) began its race neutral DBE program on January 1, 2000. Contract specific goals are not placed on State/Federal contracts; however, the DOT has an overall 10.5% goal it must achieve. JAXPORT has adopted the DOT's DBE Program goal. The DBE participation goal for this contract is 0%; however, DBE participation is strongly encouraged. Further information about the DOT's DBE Program goal can be found at: [www.dot.state.fl.us/equalopportunityoffice/](http://www.dot.state.fl.us/equalopportunityoffice/).

JAXPORT will be monitoring potential or anticipated DBE utilization for contracts. When the low bidder executes the contract, information will be requested of the contractor's anticipated DBE participation for the project. While the utilization is not mandatory in order to be awarded the project, continuing utilization of DBE firms on contracts supports the success of Florida's Voluntary DBE Program, and supports contractors' Equal Employment Opportunity and DBE Affirmative Action Programs.

FDOT's search engine for the business directory can be found at: <https://www3.dot.state.fl.us/EqualOpportunityOffice/biznet/mainmenu.asp>

- c. **CONTRACT ASSURANCE** – The Contractor, Subrecipient or Subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of Department-assisted contracts. Failure of the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as JAXPORT deems appropriate, which may include, but is not limited to, 18-009.
1. Withholding monthly progress payments
  2. Assessing sanctions;
  3. Liquidated damages; and/or
  4. Disqualifying the Contractor from future bidding as non-responsible.

---

d. **RECORDS AND REPORTS** – Contractors are required to provide the following information to JAXPORT’s Procurement Department SEB Programs Coordinator for verification.

1. Anticipated DBE Participation Statement (Form No. DBE-1)

The “Anticipated DBE Participation Statement” shall be completed and submitted by the Contractor at the pre-construction conference. The Statement must only include companies certified as a DBE. The Statement can and should be updated when additions or deletions are made through the life of the contract. This will not become a mandatory part of the contract. It will assist JAXPORT and FDOT in tracking planned or estimated DBE participation.

The Contractor must submit the Statement to:

JAXPORT Procurement Department  
SEB Programs Coordinator  
2831 Talleyrand Avenue  
Jacksonville, Florida 32206  
Office Number: (904) 357-3003  
Fax Number: (904) 357-3077

JAXPORT will review and approve the completed form and send the Statement to the District LAP Administrator or designee who will forward the information to the Department’s Equal Opportunity Office at the following address:

**Florida Department of Transportation**  
**Equal Opportunity Office**  
**605 Suwannee Street. MS-65**  
**Tallahassee, Florida 32399-0450**  
**Fax Number: (850) 414-4879**

2. Instructions for Reporting Actual Payments

JAXPORT is required to report data on actual payments, minority status, and the type of work of all Subcontractors, Subconsultants, and major Suppliers. Each month the JAXPORT must report actual payments (including retainage) to all DBE Subcontractors, Subconsultants, and Suppliers. Payments to all non-DBE Subcontractors and Subconsultants can be reported either



---

monthly or at the end of the project. Local Agency may submit this information to the District LAP Administrator or designee manually or electronically in an Excel spreadsheet.

Subsequently, Prime Contractors are required to report payments made to DBE Subcontractors manually or electronically to JAXPORT's SEB Programs Coordinator on the "Contractor's Monthly Report" FORM 5.

**e. RESOURCES**

**Florida Department of Transportation**

**Equal Opportunity Office**

<http://www.dot.state.fl.us/equalopportunityoffice/>

**49 CFR Part 26**

<https://www.civilrights.dot.gov/page/dbe-library>

**Disadvantaged Business Enterprise Directory**

<https://www3.dot.state.fl.us/EqualOpportunityOffice/biznet/mainmenu.asp>.

**G. REQUEST FOR PROPOSAL - SCHEDULE OF EVENTS**

It is anticipated that the following schedule will remain but is subject to changes:

- |   |                         |
|---|-------------------------|
| 1. Release RFP to general public  | August 8, 2019          |
| 2. Mandatory Pre-Proposal Meeting & Site Visit, 10:00 AM (EST)                          | August 16, 2019         |
| 3. Deadline for Questions, 5:00 PM (EST)  | August 21, 2019         |
| 4. Receipt of RFP Packages (Qualifications, Technical and Price Proposals, 2:00 PM EST) | September 4, 2019       |
| 5. Oral Presentation (if necessary)   | September 10 & 11, 2019 |
| 6. Price Proposal Opening Date, 2:00 PM (EST)   | September 12, 2019      |
| 7. Recommendation for Award Notification  | September 13, 2019      |
| 8. Awards Committee Review  | September 17, 2019      |
| 9. Issue and Execute Contract   | September 24, 2019      |
| 10. Issue Notice to Proceed   | TBD                     |

---

## H. CONTACT PERSON

Questions regarding this RFP must be submitted in writing to: Sandra Platt, Sr. Contract Specialist of the Procurement Services Department, via email; [sandra.platt@jaxport.com](mailto:sandra.platt@jaxport.com). The answers will be in the form of an addendum posted via website link: <https://www.jaxport.com/procurement/active-solicitations/> or e-mailed directly to all known prospective Proposers. The deadline for submitting questions will be **WEDNESDAY, AUGUST 21, 2019 at 5:00 P.M. (EST)**.

## I. OMISSIONS, DISCREPANCIES AND ADDENDA

Should an omission or discrepancy be found in the RFP documents, or if there is any doubt as to the meaning, the Proposer shall notify JAXPORT Procurement Services Department, in writing, in sufficient time in order for an addendum to be issued to all prospective Proposers, if necessary.

- a. Any addenda issued by JAXPORT for the purposes of changing the intent of the RFP or to clarify the meaning of same shall be binding in the same way as if written in the specifications. All addenda will be issued by the Procurement Services Department prior to the receipt of the RFP package. It is each proposer's sole responsibility to contact the Procurement Services Department to insure that they have received all addenda and that they have obtained the addenda in sufficient time to properly evaluate the contents before submitting an RFP package. It is the usual practice for JAXPORT to email addenda to known prospective Proposers, but JAXPORT does not guarantee that all prospective Proposers will receive addenda in this manner in due time before the RFP deadline.
- b. It is mandatory that the Proposers shall acknowledge the inclusion of all addenda on the signature page. Acknowledgement shall be by initials and date. **Failure to acknowledge all addenda shall result in rejection of the Proposers RFP package.**

PLEASE VISIT <https://www.jaxport.com/procurement/active-solicitations/> OR CALL THE PROCUREMENT SERVICES DEPARTMENT AT (904) 357-3017, PRIOR TO THE SUBMITTAL DATE TO DETERMINE IF ANY ADDENDA HAVE BEEN RELEASED ON THIS RFP.

**(THE REMAINDER OF THIS PAGE IS BLANK INTENTIONALLY)**

---

## SECTION II – REQUEST FOR PROPOSAL SUBMISSION, FORMAT AND BONDS

### A. PROPOSAL SUBMISSION

An original and four (4) copies of the Qualifications and Technical Proposal and an original and one (1) copy of the Price Proposal will be received until **2:00 P.M. (EST)** on **WEDNESDAY, SEPTEMBER 4, 2019**, at the following address:

Jacksonville Port Authority  
Procurement Services Department  
2831 Talleyrand Avenue  
Jacksonville, FL 32206  
Telephone: (904) 357-3065

The original and all copies must be submitted to the Procurement Services Department in a sealed envelope or container stating on the outside the Proposer's name, address, telephone number, RFP number (C-1694) and title (REPAIR AND REPOSITION ELASTOMERIC BEARING PADS BRIDGE NO. 724436 – DAVE RAWLS FLYOVER BRIDGE BIMT), and due date. **No facsimile or e-mail responses will be considered.**

The responsibility for submitting a response to this RFP to the Procurement Services Department on or before the stated time and date will be solely and strictly that of the Proposer. JAXPORT will in no way be responsible for delays caused by the U.S. Post Office or caused by any other entity or by any occurrence. **RFP responses received after the RFP due date and time will not be accepted and will not be considered.**

The RFP cover letter shall clearly indicate the legal name, address, and telephone number of the Proposer (corporation, firm, partnership, individual, or sole proprietorship). The RFP shall be signed above the typed or printed name and title of the signer. The RFP must be signed by an individual with the authority to bind the Proposer. The signature of the Authorized Representative on the RFP must be made by an officer of the Proposer if the Proposer is a corporation, by a partner if the Proposer is a partnership, or by the proprietor, if the Proposer is a sole proprietorship.

### B. QUALIFICATION PROPOSAL FORMAT

The Qualification's shall be a maximum of Ten (10) 8-1/2 inch x 11 inch single sided pages, exclusive of a one (1) page cover letter. Respondents can include 11 inch x 17 inch "z-fold" in the

---

Qualification's submittal. The "z-fold" will be primarily graphics and will be counted as one (1) page. Text shall be a minimum font size of ten (10).

A copy of the Qualification's must also be submitted in electronic format on a CD or flash drive. Submittals must contain the following documents, each fully completed, and signed as required. If any items are omitted, JAXPORT has the right to clarify and request information from any Proposer. The Proposer must submit the documentation no later than **three (3) calendar days** after request from JAXPORT, or the Qualification's may be deemed non-responsive.

Documents to be completed and returned with qualifications:

1. Copies of current license(s) for Design Consultant / Prime Contractor business.
2. Copy of current registration with the Florida Department of State, [www.sunbiz.org](http://www.sunbiz.org).
3. Furnish best evidence of the Proposer most recent Financial Statement. An audited financial report reflecting the Proposer current financial status is preferred. If no audited financial report exists, the JAXPORT may accept a certified financial statement, most recent balance sheet, income statement, and statement of cash flows prepared internally, approved and attested to by the Proposer's President or Chief Executive Officer. If the financial statements are more than 180 days old, the Proposer shall include evidence signed by an officer of the firm as to current financial condition in relation to the most recent reporting period.
4. Exhibit "A" - Conflict of Interest, COI Form
5. Exhibit "B" - Sworn Statement/Section 287.133(3)(a), Florida Statutes - Public Entity Crime, PEC Form
6. Exhibit "C" - E-Verify Program for Employment Verification, E-Verify Form
7. Acknowledgement of all addenda, Signature Page.

### **C. TECHNICAL PROPOSAL FORMAT**

The Written Technical Proposal shall be a maximum of thirty (30) 8-1/2 inch x 11 inch single sided pages for all four (4) sections of evaluation criteria listed below. Respondents can include single sided 11 inch x 17 inch "z-fold" in the RFP submittal. The "z-fold" will be counted as two pages. Text shall be a minimum font size of ten (10). The Written Technical Proposal should include tabs labeling each Technical Evaluation Criteria A thru D for ease of review by the Evaluation Committee Members.

---

#### **D. ORAL PRESENTATIONS/INTERVIEWS (IF NECESSARY)**

The Evaluation Committee has the option to have each competitive range qualified Proposer / Consultant Team, formally present their material from the WTP in a 30 minute Oral Presentation/Interview. JAXPORT will provide a screen for viewing and a laptop. The purpose of the Oral Presentation / Interview is for the competitive range qualified Proposer / Consultant Team to present their Project Approach, as submitted in the Written Technical Proposal, and to allow the Evaluation Committee the opportunity to seek clarification and ask questions as it relates to the Written Technical Proposal of the Proposer / Consultant Team. Once the responses to the Evaluation Criteria of this RFP are received, JAXPORT will issue an Agenda including time frames for each criteria, to the firms who are determined to be in the competitive range for the Oral Presentations and Interviews.

Specific requirements for the Oral Presentation / Interview are as follows:

- Five (5) members of the Proposer / Consultant Team will be allowed to be present at the Oral Presentation / Interview.
- Presentations should be on a CD or flash drive.
- Proposer / Consultant Team is allowed to use any media type for their presentation.
- Each Proposer / Consultant Team will be allowed 10 minutes for set-up and 10 minutes for break-down of their presentation supplies and equipment.
- Proposer / Consultant Team shall provide all necessary supplies and equipment for their presentation.
- Formal presentation by Proposer / Consultant Team will be limited to 30 minutes.
- Interview Questions and Answers will be commence immediately after the 30 minute presentation.
- Handouts provided at the Oral Presentation / Interview by Proposer / Consultant Team are limited to the presentation materials.

#### **E. PRICE PROPOSAL / BONDS**

The Price Proposals shall be submitted on the Price Proposal Form attached hereto (PPF-1 through PPF-3) and shall include a total lump sum price for the design and construction of repairs to elastomeric bearing pads of the Dave Rawls Flyover Bridge. The total lump sum price shall include

---

all costs for all design, traffic control, construction, project management, and permitting from all Authorities Having Jurisdiction (AHJ), if needed, and any other service or task manifestly required to render a complete and useable project. Travel expenses will not be reimbursed. **The Price Proposal Form, Bid Bond Form and DBE - Form 1 (EXHIBIT “E”) shall be submitted with the RFP package in a separate sealed envelope.** One (1) original and one (1) copy of the Price Proposal Form, Bid Bond Form and DBE - Form 1 shall be sealed and will remain unopened until the date specified for opening of Price Proposals.

**Authentication of Proposal Form** – All Price Proposals submitted for this contract shall be signed as outlined below. **FAILURE ON THE PART OF THE INDIVIDUAL, PARTNERSHIP OR CORPORATION TO SIGN THE PRICE PROPOSAL FORM, WILL CONSTITUTE A MATERIAL IRREGULARITY AND SHALL RESULT IN THE REJECTION OF THE RFP.**

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

**Bid Bond** - Each Proposer shall furnish with the Price Proposal a bid bond or a cashier's check or certified check payable to the Jacksonville Port Authority in an amount not less than 5 percent of the total bid amount, as a guaranty that the bid will not be withdrawn for a period of 90 calendar days after opening of Price Proposals. As soon as practicable after opening of proposals, any check submitted as guaranty by other than the first two lowest score conforming Proposers will be returned. Any such checks submitted by the remaining two Proposers will be returned after execution of the Agreement and submittal of a contract bond by the successful Proposer. If a bid bond is used, it shall be written through a Surety bond agency and with a Surety company meeting the same specifications as those required for contract bonds.

---

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

**Payment & Performance Bond** - The Contractor, at its own expense, shall furnish a Performance Bond, and a Statutory Payment Bond as security for the faithful performance under the contract documents. The bonds shall be in an amount at least equal to the contract price, in the form provided in these contract documents, and with such Surety as is acceptable to the Owner. Such bonds shall indemnify the Owner for damages associated with unexcused late delay of the project. JAXPORT Payment and Performance Bond Forms are provided in this RFP.

**Florida State Sales Tax** - It is the Proposer's sole responsibility to incorporate any and all applicable taxes into the bid. However, Chapter 212 of the Florida Statutes provides the Jacksonville Port Authority with sales tax exemption for all procurements made directly by JAXPORT.

**(THE REMAINDER OF THIS PAGE IS BLANK INTENTIONALLY)**

---

## **SECTION III – LEGAL TERMS AND CONDITIONS/INSURANCE**

### **A. MODIFICATION/WITHDRAWALS OF SUBMITTALS**

The Proposer may submit a modified response to replace all or any portion of a previously submitted response up until the RFP due date and time. Modifications received after the RFP due date and time will not be considered. Responses shall be irrevocable until Contract award unless withdrawn in writing prior to the RFP due date or after expiration of 120 calendar days from the opening of responses without Contract award.

### **B. RFP POSTPONEMENT/CANCELLATION/REJECTION**

JAXPORT may, at its sole and absolute discretion, reject any and all, or parts of any and all, responses; re-advertise this RFP; postpone or cancel, at any time, this RFP process or waive any irregularities in this RFP or in any responses received as a result of this RFP.

### **C. COST INCURRED BY PROPOSERS**

All expenses incurred by Proposer with the preparation and submission of responses to JAXPORT for this RFP, or any work performed in connection there with, shall be the sole responsibility of the Proposer and not be reimbursed by JAXPORT.

### **D. PUBLIC MEETING REQUIREMENTS**

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

### **E. PUBLIC RECORDS**

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

- (a) Keep and maintain public records required by JAXPORT to perform the services; and



- 
- (b) Upon request from JAXPORT's custodian of public records, provide JAXPORT with a copy of the requested records or allow records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, or as otherwise provided by law; and
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of this Contract if Contractor does not transfer the records to JAXPORT; and
- (d) Upon completion of this Contract, transfer to JAXPORT at no cost all public records in possession of Contractor or keep and maintain public records required by JAXPORT to perform the service. If Contractor transfers all public records to JAXPORT upon completion of this Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to JAXPORT upon request from JAXPORT's custodian of public records in a format that is compatible with JAXPORT's information technology systems.

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

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

---

AUTHORITY, PUBLIC RECORDS REQUEST, 2831 TALLEYRAND AVENUE, JACKSONVILLE, FLORIDA 32206.

**F. PROTEST PROCEDURES**

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

**G. RULES; REGULATIONS; LICENSING REQUIREMENTS**

Proposers are expected to be familiar with and comply with all Federal, State and local laws, ordinances, codes, and regulations that may in any way affect the services offered. Ignorance on the part of the Proposer will in no way relieve it from responsibility for compliance.

**H. CONFLICT OF INTEREST**

Pursuant to Chapter 112 of the Florida Statutes, Proposers are required to complete and submit a "Conflict of Interest" certificate. **Form CONFLICT OF INTEREST, (Exhibit "A") must be included in the Qualification's envelope at the time the RFP is submitted.** All Proposers must disclose with their response the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of JAXPORT. Further, all Proposers must disclose the name of any JAXPORT employee who owns, either directly or indirectly, an interest of ten percent (10%) or more.

**I. PUBLIC ENTITY CRIME**

Pursuant to Chapter 287 of the Florida Statutes, Proposers are required to complete and submit with their SOQ's a Sworn Statement Pursuant to Section 287.133 (3) (a), Florida Statutes, on Public Entity Crimes. **Form PUBLIC ENTITY CRIME (PEC), (Exhibit "B") must be included in the Qualification's envelope at the time the RFP is submitted.**

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

- Submitting a bid on a contract to provide any goods or services to a public entity;

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

**J. DISCRIMINATORY VENDOR LIST**

An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:

- Submit a bid on a contract to provide any goods or services to a public entity;
- Submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- Submit bids on leases of real property to a public entity;
- Be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; or
- Transact business with any public entity.

To view a current list, visit:

[http://dms.myflorida.com/business\\_operations/state\\_purchasing/vendorinformation/convicted\\_suspended\\_discriminatory\\_complaints\\_vendor\\_lists](http://dms.myflorida.com/business_operations/state_purchasing/vendorinformation/convicted_suspended_discriminatory_complaints_vendor_lists)

**K. PROPOSERS REPRESENTATION AND AUTHORIZATION**

In submitting qualifications, technical and price proposal's, 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 of Florida or any other governmental authority.

- 
- To the best of the knowledge of the person signing the bid 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 of Florida, including a claim by the State for liquidated damages under any other contract.
  - The RFP's 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 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 JAXPORT.
  - The Proposer has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the RFP, 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 submittal.
  - The Proposer shall indemnify, defend, and hold harmless JAXPORT, its Board of Directors 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 submittals.

- 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 qualifications, technical and price proposals. 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 site of the work and that from his/her investigations is satisfied as to the nature and location of the work, the kind and extent of the equipment and other facilities needed for the performance of the work, the general and local conditions, all difficulties to be encountered, and all other items which in any way affect the work or its performance.
- That the 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.

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

Section 287.135 of the Florida Statutes prohibits agencies from contracting with a company on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, lists created pursuant to section 215.473, Florida Statutes, for goods or services over \$1,000,000. Proposers are required to complete and submit with their RFP a Contractor Certification Regarding Scrutinized Companies, **Form CCRSC (Exhibit "D") is provided in the RFP documents for that purpose and must be included in the "Qualification's" envelope at the time RFP is submitted.**

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

---

#### **M. E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION**

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 Proposer during the term of this Contract. Successful Proposer 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. **Form E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION (Exhibit "C") must be included in the Qualification's envelope at the time the RFP is submitted.**

#### **N. RELATION TO THE JAXPORT**

It is the intent of the parties hereto that the successful Proposer be legally considered to be an independent proposer and that neither the Proposer nor the Proposer's employees and agents shall, under any circumstances, be considered employees or agents of JAXPORT.

#### **O. CONFORMITY TO APPLICABLE LAWS**

The Proposer must comply with all applicable federal, state and local laws, rules and regulations as the same exist and as may be amended from time to time, including, but not limited to, the "Public Records Law", Chapter 119, Florida Statutes (the Public Records Act) and Section 286.011, Florida Statutes, (the Florida Sunshine Law). If any of the obligations of this Contract are to be performed by a Subcontractor, the provisions of this Section shall be incorporated into and become a part of the subcontract.

#### **P. CONTINGENT FEES PROHIBITED**

The Proposer must warrant that it has not employed or retained a company or person, other than a bona fide employee or subcontractor, working in his employ, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award of making a contract with JAXPORT.

---

**Q. WAIVER OF IRREGULARITIES**

JAXPORT may waive minor informalities or irregularities in the RFP package received where such is merely a matter of form and not substance, and the correction or waiver of which is not prejudicial to other Proposers Teams. Minor irregularities are defined as those that will not have an adverse effect on JAXPORT’s interest and will not affect the review of the RFP package by giving a Proposers Team an advantage or benefit not enjoyed by other Proposers.

**R. INDEMNIFICATION**

The successful Proposer will be required to agree to indemnify and hold harmless JAXPORT, the Board of Directors, its officers, employees, and agents, from and against any and all actions, claims, liabilities, losses and expenses, including but not limited to attorney’s fees, for personal, economic or bodily injury, wrongful death, loss of or damage to property, in law or in equity, which may arise or be alleged to have arisen from the negligent acts or omissions or other wrongful conduct of the successful Proposer, its employees, or agents in connection with the performance of service pursuant to the resultant Contract; the successful Proposer shall pay all such claims and losses and shall pay all such costs and judgments which may result from any lawsuit arising from such claims and losses, and shall pay all costs expended by JAXPORT in the defense of such claims and losses, including appeals.

**S. INSURANCE**

The successful Proposer shall obtain, provide and maintain during the term of the Agreement the following types and amounts of insurance as follows, which shall be maintained with insurers licensed to sell insurance in the State of Florida and have a B+, VI or higher rating in the latest edition of AM Best's Insurance Guide. The insurer shall name JAXPORT as an additional insured on all liability policies required by this contract. When naming JAXPORT as an additional insured onto the Proposer policies, the insurance companies hereby agree and will endorse the policies to state that JAXPORT will not be liable for the payment of any premiums or assessments. Any exceptions to these requirements must be approved by JAXPORT’s Risk Management Department.

**LIMITS**

General Aggregate Limit (other than Products/Completed Operations)	\$2,000,000
--	-------------

---

Products/Completed Operations  
Aggregate Limit

\$1,000,000

The Proposer shall continue to maintain Products/Completed Operations coverage for a period of three (3) years after the Agreement completion date. The insurance must specifically include JAXPORT, the members of its Governing Body and its officers, officials, and employees as Additional Insured, with respect to liability arising out of services performed in connection with this Agreement. CGL coverage will be primary and non-contributory.

Business Auto Policy - The Proposer's insurance shall cover the Proposer for those sources of liability which would be covered by Part IV of the latest occurrence edition of the standard Business Auto Policy (ISO Form CA 00 01), including coverage for liability contractually assumed, as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned, and hired autos.

The minimum limits to be maintained by the Proposer (inclusive of any amounts provided by an umbrella or excess policy) shall be \$1,000,000 per accident combined single limit for Bodily Injury Liability and Property Damage Liability.

Professional Liability - The Proposer's insurance shall be on a form acceptable to JAXPORT, and shall cover the Proposer for those sources of liability arising out of the rendering or failure to render professional services in the performance of this Agreement, including any hold harmless and/or indemnification agreement.

The minimum limits to be maintained by the Proposer (inclusive of any amounts provided by an umbrella or excess policy) shall be \$1,000,000 per occurrence, and in the aggregate.

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

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



---

shall contain a provision that JAXPORT shall be given not less than 30 days' written notice prior to cancellation or restriction of coverage. The Proposer shall also provide JPA, a certified copy of the Professional Liability Insurance coverage. The required policies shall contain a provision that JPA shall be given not less than 30 days' written notice prior to cancellation or restriction of coverage. If the initial insurance policies required by this Agreement expire prior to the termination of this Agreement, renewal certificates of insurance or policies shall be furnished 30 days prior to the date of their expiration.

Property Insurance - If this contract includes construction of or additions to above ground buildings or structures, Proposer 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, Proposer 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). Said insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes. Such insurance shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of JPA. Such insurance shall be written by an insurer with an A.M. Best rating of (A, VI or better). Prior to commencing any work on the project, Certificates of Insurance approved by JPA's Risk Management evidencing the maintenance of said insurance shall be furnished to JAXPORT. The certificates shall provide that no material alteration or cancellation, including expiration and non-renewal, shall be effective until thirty (30) days after receipt of written notice by JPA. Anything to the contrary, notwithstanding the liabilities of the Proposer under this Agreement, shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage's. Neither approval nor failure to disapprove insurance furnished by the Proposer shall relieve the Proposer from responsibility to provide insurance as required by contract. The Proposer is responsible for any deductibles applicable to Property Insurance.

Umbrella Liability - Proposer will provide following form umbrella coverage to the following underlying coverage's (Commercial General Liability, Pollution, Automobile liability and Workers' Compensation/Employer's Liability) the umbrella liability coverage will drop down if the

---

underlying coverage's have been exhausted. The umbrella coverage will be \$1,000,000 per occurrence and in aggregate.

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 Proposer's obligation to maintain such insurance.

If Proposer fails to maintain the required insurance, Owner shall have the right, but not the obligation, to purchase said insurance at Proposer's expense.

A waiver of subrogation is required for Workers Compensation, CGL, Auto Liability, and Pollution liability. Proposer 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.

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

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

Subcontractor's' Insurance - Proposer shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified in this agreement. When requested by Owner, Contractor shall furnish to Owner copies of certificates of insurance evidencing coverage for each subcontractor Owner does not represent that coverage and limits will necessarily be adequate to protect Proposer and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities provided to Owner in this Agreement.

**FAILURE TO PROCURE INSURANCE:**

Successful Proposer's failure to procure or maintain required insurance program shall constitute a material breach of Contract under which JAXPORT may immediately terminate the Contract.

**T. EX-PARTE COMMUNICATIONS PROHIBITED**

From the time of receipt, or publication of this RFP, all parties who intend to submit, or be a team member of a Proposer under this RFP, agrees to direct all contact with JAXPORT through the

---

Director of Procurement Services. If the question or comment deals with subject matter that is outside of the responsibility of the Director of Procurement Services, he/she will ensure that the question or comment is directed to the appropriate person or authority. Proposers for the work covered by this RFP will neither contact any of the Evaluation Committee/Selection Committee, nor any member of JAXPORT's Board of Directors, nor JAXPORT Chief Executive Officer from the date of first advertisement of this RFP and throughout the date of award by JAXPORT for purposes of discussing the merits of any specific RFP package or Proposer Team.

Any Ex-Parte communication concerning the solicitation, evaluation, and selection process denies all Proposers Teams 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 Proposer, a Proposer Team, its employees, agents, or representatives, and JAXPORT, its Board of Directors, its members, employees, agents, legal counsel, or representatives, other than JAXPORT's Director of Procurement Services is strictly prohibited.** Failure to observe this requirement shall result in rejection of a Proposer Team's RFP package. 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 286.011, Florida Statutes. This requirement shall not prohibit:

- a) Meeting called or requested by JAXPORT and attended by Proposer Teams for the purpose of discussing this solicitation, evaluation, and selection process, including but not limited to, substantive aspects of this RFP;
- 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 286.011 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 Proposer Teams. Protest proceedings shall be limited to open public meetings, with no ex-parte communication outside those meetings;
- d) Contact with elected officials.

---

## **U. SECURITY IMPLEMENTATION PROCEDURE**

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

### **Transportation Worker Identification Credential (TWIC)**

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

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

### **TWIC: Universal Enrollment Centers**

The Jacksonville Universal Enrollment Center is located at: 12400 Yellow Bluff Road, Suite 202, Jacksonville, FL 32226. The office hours are Monday-Friday: 08:00 AM –1:00PM / 1:30PM- 4:00 PM, Note: There is no semi-trailer parking available at this Enrollment Center. For general information you can call the TWIC Call Center at 1-855-347-8371, Monday-Friday, 8 a.m. to 10 p.m. Eastern Time.

### **JAXPORT Business Purpose Credential**

In addition to the TWIC, JAXPORT requires a JAXPORT Business Purpose Credential to be issued and registered at JAXPORT's Access Control Center located at the 9820 Dave Rawls Blvd. Jacksonville Fl. 32226 (Brick Building next to the Main Gate concourse). Hours of operation are Monday-Friday 7:30AM-4:30PM. The JAXPORT Business Purpose Credential is issued at no cost but expires at the end of the contract provisions.

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

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

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

---

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

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

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

### **TWIC Escort Provisions**

To ensure contractors can begin work after they receive a Notice to Proceed, JAXPORT will allow prime contractors to have dedicated employee TWIC Escort(s) to handle those contractor employees who have not yet received their TWIC. **Contractor escorts will be required to purchase and wear a JAXPORT specifically approved ANSI Safety Vest (Blue). Contractor employees under escort must be in possession of a TWIC receipt and wear a JAXPORT specifically ANSI Safety Vest (Orange). The cost of the vest(s) is \$20.00 each and may be purchased at JAXPORT's Access Control Office.**

### **JAXPORT Approved TWIC Escort Vests:**

ML KISHIGO Brilliant Series-Orange X Back

<https://mlkishigo.com/product/x-back-vest-1530-1531/>

FULLSOURCE ERB S340-Blue

<https://www.fullsource.com/search/?keywords=erb%20s340%20-%20blue>

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

Truck drivers, vendors, labor may not conduct escorts.

---

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

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

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

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

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

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

**JAXPORT TWIC ESCORTS**

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

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

JAXPORT TWIC Escort Tariff Fees: \$125.00 first two hours; \$50.00 every hour thereafter.

Examples:

1. \$425.00 for one escort for an 8 hour day (=3 TWIC Credentials)
2. \$2125.00 for one escort for 5 days @ 8 hour days (=16 TWIC Credentials)

**NOTE:**

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

---

JAXPORT Terminals or ability to TWIC Escort.

### **Significant Designations on Terminals**

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

### **Escorts**

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

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

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

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

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

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

---

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

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

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

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

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

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

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

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



---

## Rail Access

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

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

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

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

### Additional Comments:

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

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

TWIC Helpdesk: 1-866-347-8942

**(THE REMAINDER OF THIS PAGE IS BLANK INTENTIONALLY)**

---

**V. ADDENDA ACKNOWLEDGEMENT / SIGNATURE PAGE**

**Acknowledgement of the following addenda is hereby made:**

Addendum No 1: \_\_\_\_\_ Date: \_\_\_\_\_ Proposer's Initials: \_\_\_\_\_  
Addendum No 2: \_\_\_\_\_ Date: \_\_\_\_\_ Proposer's Initials: \_\_\_\_\_  
Addendum No 3: \_\_\_\_\_ Date: \_\_\_\_\_ Proposer's Initials: \_\_\_\_\_

I hereby acknowledge, as Proposer's authorized agent that I have fully read and understand all terms and conditions as set forth in this RFP 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: \_\_\_\_\_

**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 \_\_\_\_\_  
*(print name of the public entity)*
- by \_\_\_\_\_  
*(print individual's name and title)*
- for \_\_\_\_\_  
*(print name of entity submitting sworn statement)*
- whose business address is \_\_\_\_\_
- \_\_\_\_\_

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

(If the entity has no FEIN, include the Social Security Number of the individual signing

this sworn statement: \_\_\_\_\_.)

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

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

**EXHIBIT D**  
**CONTRACTOR CERTIFICATION REGARDING**  
**SCRUTINIZED COMPANIES LISTS**

Respondent Contractor Name: \_\_\_\_\_  
Contractor FEIN: \_\_\_\_\_  
Contractor's Authorized Representative Name and Title: \_\_\_\_\_  
\_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

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

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

So Certified:  
  
Authorized Representative's Signature \_\_\_\_\_  
  
Date Signed: \_\_\_\_\_

**EXHIBIT E**  
**JACKSONVILLE PORT AUTHORITY**  
**“Anticipated DBE Participation Statement”**

Name of Bidder: \_\_\_\_\_

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

Bid Number: \_\_\_\_\_

TOTAL BID PRICE: \$ \_\_\_\_\_

**\*\*Please list all DBE's first**

Name of Sub-Contractor	Address of Firm	DBE (Y/N)	Type of Work to be Performed	Total Contract Value	Percentage of Contract

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

**BID SHEET (Invitation to Bid – ITB)  
PRICE PROPOSAL (Request for Proposal – RFP)  
REPLY (Invitation to Negotiate – ITN)**

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

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

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



**PRICE PROPOSAL FORM**  
**JAXPORT PROJECT NO.: B2019-03**  
**JAXPORT CONTRACT NO.: C-1694**  
**DESIGN-BUILD REPAIRS OF ELASTOMERIC BEARING PADS**  
**DAVE RAWLS FLYOVER BRIDGE**

The undersigned hereby proposes to furnish all materials, equipment, labor, and supervision for the above identified project, in accordance with the specifications and drawings for Contract No. **C-1694**, at the following price:

**Scope of Work:**

Furnish all design, engineering, materials, equipment, labor, and supervision including full coordination of permitted plans, specifications, construction, and management of a groundwater recovery system, utilizing their utmost "project management expertise" and construction "means and methods" skills, to perform the following services and tasks, including but not limited to: design, permitting, construction, full project coordination, survey(s), permitting from all Authorities Having Jurisdiction (AHJ), environmental permitting, planning, engineering and architectural, all project commissioning services, remedial system operation and maintenance, and groundwater/effluent monitoring and reporting activities.

The term of these services is intended to extend from Notice to Proceed (NTP) for this Design-Build (Contract) through the completion of construction and commissioning of the groundwater recovery system and one (1) year of operations, maintenance, monitoring, and reporting activities.

JAXPORT reserves the right to accept or reject any or all proposals, in whole or in part if any of bid items are not completed.

**LUMP SUM:**

Bid Items	Description	Total Cost
1	Mobilization	\$ _____
2	Demobilization	\$ _____
3	General Conditions	\$ _____
4	Engineering and Design	\$ _____
5	Construction	\$ _____
<b>TOTAL LUMP SUM AMOUNT</b>		<b>\$ _____</b>

**The Price Proposal Form, Bid Bond Form and DBE - Form 1 shall be submitted with the RFP package in a separate sealed envelope** One (1) original copy of the Price Proposal Form, Bid Bond Form and DBE - Form 1 shall be sealed and will remain unopened until the date specified for opening of Price Proposals. The sealed envelope shall be clearly labeled "Price Proposal" along with Proposer's Name.

**PRICE PROPOSAL FORM**  
**JAXPORT PROJECT NO.: B2019-03**  
**JAXPORT CONTRACT NO.: C-1694**  
**DESIGN-BUILD REPAIRS OF ELASTOMERIC BEARING PADS**  
**DAVE RAWLS FLYOVER BRIDGE**

**IMPORTANT NOTE:** All proposers must submit Price Proposal Forms on the PPF-1 through PPF-3, DO NOT recreate these pages. Do not re-type, revise, re-do, alter or add conditions to any of these forms as it will result in rejection of your price proposal form.

Any speculation, uncertainty, and/or general questions about this price proposal form must be addressed via the question period for review and clarification within the addenda released for this project.

**BASIS OF AWARD:** The Authority reserves the right to award this contract to the proposer whose adjusted score is the lowest, based on the **TOTAL LUMP SUM AMOUNT** contingent with availability of funds.

The Jacksonville Port Authority (JAXPORT) reserves the right to award this contract to the Proposer who, in its sole opinion, is the most qualified and capable of providing the best overall service consistent with the goals, objectives and budget of JAXPORT. Nevertheless, JAXPORT reserves the right to waive informalities in any proposal, to reject any or all proposals, and to accept the proposal which in its judgment will be in the best interest of the Jacksonville Port Authority. JAXPORT reserves the right to accept or reject any or all proposals, in whole or in part.

The required bid guaranty is attached hereto (see "SECTION II – RFP SUBMISSION, FORMAT AND BONDS") of the contract documents.

Acknowledgment of the following addenda is hereby made (see "SECTION 1 - H. OMISSIONS, DISCREPANCIES AND ADDENDA"):

Addendum No. 1, Dated: _____	Initials: _____
Addendum No. 2, Dated: _____	Initials: _____
Addendum No. 3, Dated: _____	Initials: _____
Addendum No. 4, Dated: _____	Initials: _____
Addendum No. 5, Dated: _____	Initials: _____
Addendum No. 6, Dated: _____	Initials: _____
Addendum No. 7, Dated: _____	Initials: _____

See also "RFP Contents and Format" section of the "SECTION II – RFP SUBMISSION, FORMAT AND BONDS".

**PRICE PROPOSAL FORM**  
**JAXPORT PROJECT NO.: B2019-03**  
**JAXPORT CONTRACT NO.: C-1694**  
**DESIGN-BUILD REPAIRS OF ELASTOMERIC BEARING PADS**  
**DAVE RAWLS FLYOVER BRIDGE**

---

Name of Contractor  
AUTHENTICATION (see " SECTION II – RFP SUBMISSION, FORMAT AND BONDS")

---

Firm

---

Business Address	City	State	Zip Code
------------------	------	-------	----------

---

Mailing Address, if different from above

---

Authorized Signature	Date Executed
----------------------	---------------

---

Typed Name	Title
------------	-------

---

E-Mail Address

---

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

---

Company Federal Tax I.D. No.	Company's Business License No.
------------------------------	--------------------------------

**BID BOND FORM**  
**JAXPORT PROJECT NO.: B2019-03**  
**JAXPORT CONTRACT NO.: C-1694**  
**DESIGN-BUILD REPAIRS OF ELASTOMERIC BEARING PADS**  
**BRIDGE NO. 724436 - DAVE RAWLS FLYOVER BRIDGE**  
**BLOUNT ISLAND MARINE TERMINAL**

---

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

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

NOW THEREFORE,

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

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

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

**BID BOND FORM**  
**JAXPORT PROJECT NO.: B2019-03**  
**JAXPORT CONTRACT NO.: C-1694**  
**DESIGN-BUILD REPAIRS OF ELASTOMERIC BEARING PADS**  
**BRIDGE NO. 724436 - DAVE RAWLS FLYOVER BRIDGE**  
**BLOUNT ISLAND MARINE TERMINAL**

---

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

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

IN WITNESS WHEREOF, the said \_\_\_\_\_,  
As "Principal" herein, has caused these presents to be signed in its name by its  
\_\_\_\_\_ and attested by its  
\_\_\_\_\_ under its corporate seal, and the said  
\_\_\_\_\_ as "Surety" herein, has caused these presents to be signed in its name  
by its \_\_\_\_\_ and attested by its  
\_\_\_\_\_ under its corporate seal, this \_\_\_\_\_  
Day of \_\_\_\_\_ A.D., 20\_\_\_\_.

\_\_\_\_\_  
AS PRINCIPAL (SEAL)

ATTEST:

\_\_\_\_\_  
Its \_\_\_\_\_

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

Its \_\_\_\_\_  
By \_\_\_\_\_  
AS SURETY



**CONTRACT RELATED DOCUMENTS**

**FOR**

**REPAIR AND REPOSITION ELASTOMERIC BEARING  
PADS BRIDGE NO. 724436 - DAVE RAWLS  
FLYOVER BRIDGE**

**Project No.: B2019-03**

**Contract No.: C-1964**

**BLOUNT ISLAND MARINE TERMINAL**

# CONTRACT RELATED DOCUMENTS

## INDEX

---

<b>ITEM</b>	<b>PAGE NO(S).</b>
GENERAL CONDITIONS .....	GC-1 TO GC-44
SPECIAL CONDITIONS .....	SC-1 TO SC-8
REQUIRED LIMITS OF INSURANCE .....	RLI-1 TO RLI-2
CERTIFICATE OF INSURANCE COMPLIANCE .....	COIC-1 TO COIC-3
APPLICATION FOR PAYMENT .....	AFP-1 & AFP-2
CONTRACTOR'S REQUEST FOR INFORMATION .....	RFI
AGREEMENT BETWEEN OWNER AND CONTRACTOR .....	AGR-1 TO AGR-4
CERTIFICATE OF CONTRACT COMPLETION .....	FCC
CERTIFICATE OF SUBSTANTIAL COMPLETION .....	SUBCOM
CONSENT OF SURETY COMPANY TO FINAL PAYMENT .....	CONSUR
OWNER'S MINIMUM PROJECT WORK RULES .....	PWR-1 TO PWR-2
PERFORMANCE BOND .....	PB-1 TO PB-4
STATUTORY PAYMENT BOND .....	SPB-1 TO SPB-3
CONTRACTOR'S "MONTHLY REPORT .....	DBE 5

# GENERAL CONDITIONS

## INDEX

ITEM	PAGE NO.
	GC-
SECTION I.: Preliminary Matters .....	2
1. Definitions.....	2
2. Contract Documents.....	4
3. Subcontracting or Assigning of Contract.....	3
4. Separate Contracts.....	5
5. Non-discrimination Provisions.....	5
6. Wage and Employment Laws .....	6
7. Royalties and Patents.....	6
8. Right to Audit.....	6
SECTION II.: The Work .....	7
1. Contractor's Responsibility.....	7
2. Execution of the Work.....	11
3. Substantial Completion .....	16
4. Tests and Inspections.....	17
5. Time.....	18
6. Warranties and Guarantees.....	18
SECTION III.: Changes and Disputes .....	19
1. Changed Conditions.....	19
2. Changes in the Work.....	19
3. Claims.....	22
4. Completion of Work by Owner .....	23
5. Default and Termination.....	24
6. Delays and Extensions of Time.....	26
7. Disputes.....	27
8. Recovery Rights, Subsequent to Final Payment.....	27
SECTION IV.: Administrative.....	29
1. "As-built" Drawings and Equipment Manuals .....	29
2. Conferences .....	29
3. Payments.....	30
4. Progress Schedule.....	32
SECTION V.: Insurance and Bond .....	34
1. Insurance and Indemnification.....	34
2. Surety Bonds.....	42



# GENERAL CONDITIONS

---

## SECTION I.: PRELIMINARY MATTERS

### 1. Definitions

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

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

All correspondence relating to the contract shall be addressed to:

**CLIFF BAKER, J.D., P.E. (Retired)**  
JACKSONVILLE PORT AUTHORITY  
ENGINEERING SERVICES  
POST OFFICE BOX 3005  
JACKSONVILLE, FL 32206-0005

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

## **SECTION I.: PRELIMINARY MATTERS (...CONTINUED)**

---

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

### **2. Contract Documents**

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

## **SECTION I.: PRELIMINARY MATTERS (...CONTINUED)**

---

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

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

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

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

### **3. Subcontracting or Assigning of Contract**

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

## **SECTION I.: PRELIMINARY MATTERS (...CONTINUED)**

---

- d. Subcontracted work volume may reflect the DBE Participation goals described in the "Instructions to Bidders".

### **4. Separate Contracts**

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

### **5. Non-discrimination Provisions**

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

- a. The Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, marital status or disability nor will it discriminate in hiring nor fail to make reasonable accommodation for qualified handicapped employees.
- b. The Contractor agrees to comply with all applicable federal, state and local laws, including the Civil Rights Act 1964, as amended. The Equal Employment Opportunity Clause in Section 202, Paragraphs 1 through 7 of Executive Order 11246, as amended, relative to Equal Employment and the implementing rules and regulations of the Office of Federal Contract Compliance Programs are incorporated herein by specific reference. The Affirmative Action Clause in Section 503 of the Rehabilitation Act of 1973, as amended, relative to Equal Opportunity for the Disabled is incorporated herein by specific reference. The Affirmative Action Clause in 38 U.S.C. Section 2-12 of the Vietnam Veterans' Readjustment Assistance Act of 1974, relative to Equal Employment Opportunity for the special disabled veteran and veterans of the Vietnam era, is incorporated herein by specific reference.
- c. An entity or affiliate who has been placed on the State of Florida's discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.  
  
To view a current list, visit:  
[http://dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_information/convicted\\_suspended\\_discriminatory\\_complaints\\_vendor\\_lists](http://dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists)
- d. The Contractor agrees that if any of the obligations of this contract are to be performed by a subcontractor, the provisions of this Section I.5 shall be incorporated into and become a part of the subcontract.

## **SECTION I.: PRELIMINARY MATTERS (...CONTINUED)**

---

### **6. Wage and Employment Laws**

- a. The Contractor shall observe and comply with Federal, State, and local laws relating to wages, rates of pay, and employment requirements, including applicable E.E.O. and Affirmative Action requirements.
- b. ARTICLE 1, SECTION 6, OF THE CONSTITUTION OF THE STATE OF FLORIDA RECOGNIZES THAT THE RIGHTS OF PERSONS TO WORK SHALL NOT BE DENIED ON ACCOUNT OF THE MEMBERSHIP OR NON-MEMBERSHIP IN ANY LABOR UNION OR LABOR ORGANIZATION.

### **7. Royalties and Patents**

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

### **8. Right to Audit**

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

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

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

# GENERAL CONDITIONS

---

## SECTION II.: THE WORK

### 1. Contractor's Responsibility.

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

## **SECTION II.: THE WORK (...CONTINUED)**

---

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

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

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

- k. Submittal Procedures.

Contractor shall submit each shop drawing Submittal for review when required.

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

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

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

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

If submitted drawings or schedules show a departure or variation from the Contract Requirements which are in the interest of JAXPORT and to be so

## **SECTION II.: THE WORK (...CONTINUED)**

---

minor as not to involve a change in Contract Price or time for performance, JAXPORT may return the reviewed drawings without noting an exception.

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

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

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

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

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

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

### I. Shop Drawings and Samples.

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



## SECTION II.: THE WORK (...CONTINUED)

---

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

- (3) The Contractor and if applicable, the Subcontractor(s) shall thoroughly check, coordinate, stamp, sign and approve all shop drawings prior to submittal to the Owner for review. If it appears to the Project Manager that such review, coordination, and approval has not been done or is not adequate, the shop drawings will be returned to the Contractor without action. The Contractor shall bear the sole responsibility for performance of Work or ordering requiring shop drawing approval, in advance of such approval.
- (4) THE CONTRACTOR SHALL BEAR THE SOLE RESPONSIBILITY FOR ANY DELAYS TO THE WORK OCCASIONED BY OR RESULTING FROM ITSELF OR ITS AGENTS, SUBCONTRACTORS, SUPPLIERS, OR EMPLOYEES' DELAY OR FAILURE TO FURNISH COMPLETE, CORRECT, COORDINATED SHOP DRAWINGS IN A TIMELY MANNER. DELAYS INCURRED DUE TO REJECTION OF INCOMPLETE AND/OR NON-CONFORMING SHOP DRAWINGS SHALL BE SOLELY THE RESPONSIBILITY OF THE CONTRACTOR, AND NO ADDITIONAL CONTRACT COST OR TIME SHALL BE ALLOWED ON ACCOUNT OF SUCH DELAYS.

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

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

## **SECTION II.: THE WORK (...CONTINUED)**

---

disturbed by the Contractor shall be restored at his expense.

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

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

## **SECTION II.: THE WORK (...CONTINUED)**

---

worksite and "on-call" on a 24-hour basis, 7 days a week; in order that it may be contacted in emergencies and in cases where immediate action must be taken to maintain traffic or to handle any other problem that might arise. The designated individual shall have full authority to take actions necessary to resolve such situations as previously described. For compliance with this requirement the furnishing of a local telephone number (non-toll) where such person can be directly reached will suffice.

Except in the interest of safety or protection of persons, or the Work, or property at the site or adjacent thereto, and except as may otherwise be indicated in the "Special Conditions", all Work at the site shall be performed during regular working hours, and Contractor shall not permit overtime Work or the performance of Work on Saturday, Sunday, or any legal holiday without Owner's consent given after prior written notice to Owner's Project Manager. In general, all Work shall be performed during daylight hours. For special operations, night Work may be done if so authorized in writing. No night Work shall be performed unless adequate artificial lighting has been provided and has been approved by the Inspector.

- e. The Contractor shall not begin new items of Work to the prejudice of Work already started. The Owner may require the Contractor to finish a section or area on which Work is in progress before Work is started on an unrelated or additional section or area, unless the Contractor can clearly demonstrate to the Project Manager on a sound, rational, and convincing basis that its intended action is in the best interest of the Project.
- f. The Contractor shall at all times conduct the Work in such a manner and in such sequence as to insure the least practicable interference with traffic. The Contractor's vehicles and other equipment shall be operated in such a manner that they will not be a hazard or hindrance to the public. Materials stored on the worksite shall be placed so as to cause as little obstruction as possible.
- g. The Contractor shall arrange his work and dispose of his materials so as not to interfere with the operations of other contractors engaged upon adjacent work, and to join his work to that of others in a proper manner in accordance with the spirit of the plans and specifications, and to perform his work in the proper sequence in relation to that of other contractors, all as may be directed by the Owner. Each contractor will be held responsible directly to the Owner or any other contractor for any damage done by him, his agents, or his subcontractors to the work performed by another contractor. The Owner shall not be liable for damages caused between contractors.
- h. The Contractor shall so conduct his operations and maintain the Work in such condition that adequate drainage will be in effect at all times. Existing functioning storm sewers, gutters, ditches, and other run-off facilities shall not be unnecessarily obstructed.
- i. Heavy equipment shall not be operated close enough to new or previously

## **SECTION II.: THE WORK (...CONTINUED)**

---

existing structures to cause damage, disturbance or displacement.

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

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

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

## **SECTION II.: THE WORK (...CONTINUED)**

---

circumstances or conditions the Work may be permitted to resume.

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

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

The Contractor shall not suspend operations or remove equipment or materials necessary for the completion of the Work without the prior permission of the Owner.

- I. Cooperation with Port Operations.
  - (1) The Contractor understands that the Work will be performed on, or in the near vicinity of an operating marine terminal. The Contractor acknowledges that ship schedules and terminal operations take precedence over the Contractor's activities. Contractor shall provide upon request, manpower and equipment loading schedule for the project.
  - (2) The Owner will, insofar as possible, schedule berthing of ships, and general terminal operations, so as not to interfere with the Work of the Contractor. The Owner will review the schedule presented by the Contractor at the Preconstruction Conference and advise the Contractor of any known conflicts that may exist with terminal operations. The Contractor shall adjust its schedule to avoid those conflicts and ensure that its activities will not interfere or cause interference with terminal operations, at no cost to the Owner.
  - (3) Considering that ship schedules are not precise due to weather and delays at other ports, the Contractor will be notified a minimum of 24 hours prior to the expected arrival of a ship that will be berthed in, or affect the area of the Contractor's Work. The Contractor may be required to curtail its activities in the area affected to the satisfaction of the Project Manager until the construction site is available again at no cost to the Owner.
  - (4) The Contractor's Superintendent, however, during the course of the Work, shall contact the Terminal Director designee by telephone or personal contact, twice each day (early morning and late afternoon) concerning ship traffic schedules and cargo handling activities so as to minimize Contractor's "downtime" and improve his scheduling efforts.
  - (5) When the Work is stopped by the Authority for its convenience, or vessels are berthed in locations so as to impede the Contractor's Work, the total number of calendar days of delay shall be added to the time allowed for the completion of the Project which shall

## SECTION II.: THE WORK (...CONTINUED)

---

be the sole remedy available to the Contractor.

- (6) When it is necessary that a change or interruption be made in terminal operations in order to carry out a construction operation, the Contractor shall submit a request with full details including a pre-approved schedule at least 72 hours prior to the time the change or interruption is required. The Owner shall make all reasonable efforts to comply with the request of the Contractor. The Contractor shall not proceed with such Work until it has received written notice from the Owner to so proceed.

m. Failure of Contractor to Maintain Satisfactory Progress.

- (1) Time is of the essence in this contract, and as delay in the prosecution of the Work will adversely impact the Owner's business, it is important that the Work be prosecuted to completion. Moreover, the cost to the Owner for the administration of the contract, including engineering, inspection, and supervision, will be increased as the construction period is lengthened.
- (2) The Contractor may be declared delinquent because of unsatisfactory progress under this contract when the contract time allowed has not been entirely consumed, but the Contractor's progress at any check period does not meet at least one of the following two tests:
  - (a) The percentage of dollar value of completed Work with respect to the total amount of the contract is within 15 percentage points of the percentage of contract time elapsed.
  - (b) The percentage of dollar value of completed Work is within 15 percentage points of the dollar value which should have been performed according to the Contractor's own progress schedule previously approved by the Owner.
- (3) The Contractor will be declared delinquent because of unsatisfactory progress under this contract should either of the following circumstances occur:
  - (a) The contract time allowed has been consumed and the Work has not been completed.
  - (b) The contract time allowed has not been entirely consumed, but the Contractor's progress at any check period does not meet either of the two tests described under Sub-article (2) above.
- (4) A Contractor determined delinquent will be disqualified from further bidding by the Manager of Procurement and also will not be approved as a subcontractor so long as the delinquency status exists. Also, any individual, firm, partnership or corporation affiliated with a delinquent Contractor to the extent that it is dependent upon the delinquent Contractor for either personnel,

## **SECTION II.: THE WORK (...CONTINUED)**

---

equipment, or finances shall likewise be disqualified. The Owner additionally reserves all rights and options pertaining to available legal remedies for such delinquency. A Contractor disqualified under the requirements of this Article will be removed from a delinquent status upon receipt of satisfactory evidence by the Owner's Project Manager and approval of Procurement that its progress is no longer delinquent, provided the contract time has not lapsed.

- (5) The principal progress verification will occur monthly and will generally coincide with receipt by the Owner's Project Manager of the Contractor's monthly Application for Payment and Work Progress Schedule.
- (6) Preliminary notices of delinquency will be sent to the Contractor by facsimile mail immediately thereafter, and confirmed by certified mail.

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

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

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

### **3. Substantial Completion**

The Substantial Completion, as defined in the "Definitions" of Section 1.1. g, will be initiated in writing by the Contractor and/or the Owner for the purpose of making available the stated Work, or a specified part thereof, for its intended use. The Owner and the Contractor will conduct an inspection of the stated Work for compliance with the contract documents. The Owner will have prepared a written Punch List of all items and/or the deficiencies for the Work covered by the Certificate of Substantial Completion. The Punch List shall become a part of the

## **SECTION II.: THE WORK (...CONTINUED)**

---

Certificate of Substantial Completion and must be completed prior to final acceptance of the Work. If the Owner agrees that the Work is ready for occupancy, a Certificate of Substantial Completion will be prepared by the Owner on the form included in the contract documents. The Statement shall be completed in its entirety and shall be signed by the Engineer, Contractor, Tenant and Owner, where applicable. Final payment and any retainage may be withheld until completion of the Punch List items by the Contractor, and accepted by the Owner. The Owner may supplement the Punch List at any time based on the disclosure of defective or incomplete work.

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

- a. Except as specifically stated in writing by the Owner, the Contractor shall establish and conduct its own quality testing program for materials and other Work performed thereon under this contract. Testing may include but not be limited to soils, aggregates, compaction, masonry, concrete, asphalt, painting, metals, pressure tests, welding, coatings, insulation, water quality, electrical circuitry, machinery, equipment or other applicable items. The Contractor shall, prior to the Preconstruction Conference, furnish to the Owner a listing or schedule of testing it proposes to conduct for informational purposes. Results of such tests as performed by the Contractor shall be furnished to the Owner within 48 hours of such testing, for information. No separate payment will be made by the Owner for any testing accomplished by the Contractor but the cost thereof will be considered as included in the overall contract price for the related items of Work.
- b. The Owner may employ, at its expense, an independent testing laboratory for the purpose of performing such tests as may be deemed necessary by the Owner.  
  
If any Work or materials are found to be deficient as a result of such tests, the Contractor shall promptly correct same, or replace, in accordance with the specifications, and it may be required to revise and upgrade both construction and quality control procedures. If the Owner deems it necessary that additional testing shall be made of such correction or replacement, the Contractor shall pay the costs thereof.
- c. The Owner reserves the right to inspect any and all parts of the Work underway for conformance with the contract requirements. The making of tests by the Contractor, regardless of their indication, shall not relieve the Contractor of sole responsibility for Work that is defective or not in accordance with the requirements of the contract.
- d. Should the cost of remediation of deficient work be commercially wasteful, the Owner at its sole option may retain the nonconforming work for no cost to the Owner for that work.



## **SECTION II.: THE WORK (...CONTINUED)**

---

### **5. Time**

- a. All time limits stated in the contract documents shall be consecutive calendar days unless otherwise stated.
- b. The contract completion time shall be as shown in the "Special Conditions". Timely completion is an essential element of this contract. Prevailing conditions of weather and environment at the worksite and the Owner's continuing port operations in the vicinity have been taken into account in establishing the contract time allowed for the Work.
- c. The Notice to Proceed will not be given until after receipt of evidence of insurance (in the manner specified) and contract bonds, and following the Preconstruction Conference. If the Preconstruction Conference is waived by the Owner, the Notice to Proceed will be issued immediately upon receipt of the required bonds and certificates by the Owner.

### **6. Warranties and Guarantees.**

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

# GENERAL CONDITIONS

---

## SECTION III.: CHANGES AND DISPUTES

### 1. Changed Conditions.

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

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

### 2. Changes in the Work.

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

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

### **SECTION III.: CHANGES AND DISPUTES (...CONTINUED)**

---

but are not limited to:

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

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

Additional equipment costs on change orders: For any machinery or special equipment (other than Small tools), including fuel and lubricant, the Contractor will receive 80% of the "Rental Rate Equipment Watch or an amount less than" for the actual time that such equipment is in operation on the work, and 50% of the "Rental Rate Equipment Watch or an amount less than" for the time the equipment is directed to standby and remain on the project site, to be calculated as indicated below. The equipment rates will be based on the latest edition (as of the date the work to be performed begins) of the "Rental Rate Equipment Watch for Construction Equipment" or the "Rental Rate Equipment Watch for Older Construction Equipment or an amount less than," whichever is applicable, as published by Equipment Watch, Penton Media, Inc. (version current at the time of bid), using all instructions and adjustments contained therein and as modified below. On all projects, the Engineer will adjust the rates using regional adjustments and Rate Adjustment Tables according to the instructions in the Equipment Watch.

Allowable Equipment Rates will be established as set out below:

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

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

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

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

### **SECTION III.: CHANGES AND DISPUTES (...CONTINUED)**

---

amount less than.

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

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

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

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

- (2) The percentage mark-up for those items listed in Section III, Paragraph 2.a.1. shall be limited to 15 percent. All subcontract costs will be limited to 5 percent mark-up per tier, with a maximum of 10% regardless of the number of tiers.
- (3) All submissions of costs shall be in a form that is acceptable for verification by the Owner. Vendor quotations or Purchase Orders shall support material costs. Labor and supervision costs shall be supported by typical certified payroll documents. Equipment costs must be within the norm of published equipment rental rates for the Jacksonville area.
- (4) The pricing of Change Orders shall be determined in one of three ways:
  - (a) For changes in Work for which unit prices were already established in the contract, the established unit prices shall also apply to work performed under the Change Order. Established contract unit prices are all inclusive of costs, overhead and profit and shall not incur any additional mark-up.

Force Account: Upon written directive of the Owner, the Contractor shall perform the work utilizing the "time and materials" method of pricing, under which all costs are auditable and payment to the Contractor will be limited to those actual expenses, plus the mark-ups allowed in Section III. 2.a. (2). The Change Order will be limited to an estimated cost not-to-exceed amount for fiscal control. Should this amount be reached

## **SECTION III.: CHANGES AND DISPUTES (...CONTINUED)**

---

due to unforeseen conditions, an additional Change Order will be sought.

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

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

### **3. Claims.**

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

## **SECTION III.: CHANGES AND DISPUTES (...CONTINUED)**

---

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

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

### **4. Completion of Work by Owner**

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

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

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

## **SECTION III.: CHANGES AND DISPUTES (...CONTINUED)**

---

the excess.

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

### **5. Default and Termination**

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

### **SECTION III.: CHANGES AND DISPUTES (...CONTINUED)**

---

materials, orders from duly constituted authorities relating to energy conservation, and restraining order or injunctions obtained by third-party citizen action resulting from national or local environmental protection laws or where the issuance of such order or injunction is primarily caused by acts or omissions of persons or agencies other than the Contractor and unacceptable interference with Operations.

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

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

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

JAXPORT will have no liability to the Company for any cause whatsoever arising out of, or in connection with, termination including, but not limited to, lost profits, lost opportunities, resulting change in business condition,



## **SECTION III.: CHANGES AND DISPUTES (...CONTINUED)**

---

except as expressly stated within these Contract Documents.

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

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

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

## **SECTION III.: CHANGES AND DISPUTES (...CONTINUED)**

---

include a time impact analysis.

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

### **7. Disputes**

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

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

### **8. Recovery Rights, Subsequent to Final Payment**

The Owner reserves the right should an error be discovered in the partial or final Applications for Payment, or should proof of defective Work or materials used by or on the part of the Contractor be discovered after the final payment has been made to claim and recover from the Contractor or its Surety, or both, by process

### **SECTION III.: CHANGES AND DISPUTES (...CONTINUED)**

---

of law, such sums as may be sufficient to correct the error or make good the defects, errors, or omissions in the Work and materials.

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

# GENERAL CONDITIONS

---

## SECTION IV.: ADMINISTRATIVE

### 1. "As-built" Drawings and Equipment Manuals

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

- (1) Adobe Acrobat format (.pdf) – 1 complete set
- (2) AutoCAD Map 3D 2014 format (.dwg) to include external references

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

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

### 2. Conferences

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

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

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

## **SECTION IV.: ADMINISTRATIVE (... Continued)**

---

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

### **3. Payments**

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

- a. Payment will be made once each month in the amount of 90 percent of the value of completed Work, based on contract prices of labor and materials incorporated in the Work and of materials suitably stored at the site thereof for incorporation in the Work, as estimated or approved by the Owner's representative less the aggregate of previous payments. When said value reaches 50 percent of the total contract amount, the Project Manager will reduce the percentage rate of retainage to 5 percent for work performed thereafter. At such time as the Work is substantially complete and is available for beneficial use/occupancy, the Project Manager may, at its discretion, release the retainage, except that a sufficient amount may be withheld to cover the cost of any claims by the Owner, incomplete items, until final settlement of the contract. Final payment, including retainage will be made after closeout of the Work has been satisfactorily completed and all requirements of the contract documents have been fulfilled.
- b. The Contractor shall submit to the Project Manager a proposed Schedule of Values of the various portions of the Work, including line item quantities aggregating to the total contract sum, and prior to the Preconstruction Conference. This schedule, when approved by the Project Manager, shall be used as a basis for the Contractor's application for payments. The Contractor shall update this schedule each time a Change Order affecting the contract total price is approved. The contract price will be adjusted to provide payment for the actual quantities of unit price items as they are completed and accepted. The following items are required with each AFP:
- (1) Form AFP-1 Application for Payment
  - (2) Form AFP-2 Schedule of Values
  - (3) Progress Schedule
  - (4) DBE Form 5

## SECTION IV.: ADMINISTRATIVE (... Continued)

---

(5) Narrative Report that addresses:

Work Performed

Work Planned

Problems

Open Issues

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

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

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

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

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

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

## **SECTION IV.: ADMINISTRATIVE (... Continued)**

---

Work or improper materials. Contractor warrants and guarantees that title to all work, materials, and equipment covered by any Application for Payment, whether incorporated into the Project or not will pass to the Owner at time of final payment, free and clear of all liens, claims, security interests and encumbrances.

- h. Payments will be made within 20 business days after receipt of Contractor's properly documented invoice(s), unless returned for correction of invoice(s), or submission of additional substantiation.
- i. The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those specifically preserved according to the provisions of these contract documents.
- j. The Owner may at any time have access to the Contractor's records for the purpose of auditing the financial and contractual performance of the Contractor. The Owner may obtain copies of all financial and scheduling computer disks at any time from the Contractor, and shall have reasonable access to all other documents throughout the duration of the project and for three (3) years following substantial completion except those that would be privileged under Florida law. The Owner may audit the financial records of the Contractor at any reasonable time, at its own expense.

### **4. Progress Schedule**

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

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

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

## **SECTION IV.: ADMINISTRATIVE (... Continued)**

---

Any delays encountered during the construction which may be excusable under the provisions of these "General Conditions" shall be brought to the Project Manager's attention in accordance with the provisions. The approved Project schedule may, depending on the Project Manager's decision, be adjusted accordingly.



# GENERAL CONDITIONS

---

## SECTION V.: INSURANCE AND BOND

### 1. Insurance and Indemnification.

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

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

---

the insurer(s).

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

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

---

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

(1) Workers' Compensation/Employers' Liability:

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

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

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

(2) Commercial General Liability:

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

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

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

---

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

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

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

---

restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

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

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

---

- (e) As an alternative to the OCP policy, the Contractor may include the Owner and the Owner's officials, officers, agents, consultants and employees as Additional Insured's on the Commercial General Liability Coverage required pursuant to Subparagraph "c.2". If the Additional Insured alternative is selected, the coverage afforded such Additional Insured's shall be no more restrictive than that which would be afforded by adding the Owner and the Owner's officials, officers, agents, consultants and employees as Additional Insured's using the latest Additional Insured - Owners, Lessees or Contractors (Form B) endorsement (ISO Form CG 2010). Certificate of Insurance Compliance shall be clearly marked to reflect use of this alternative.
- (5) Property Insurance:
  - (a) If the contract includes construction of, or additions to aboveground buildings or structures, Contractor shall provide all risk Builder's Risk Insurance on a form which is no more restrictive than that afforded by the latest editions of Insurance Services Office Forms CP 00 20 and CP 10 30. If the contract does not include construction of, or additions to aboveground buildings or structures but does involve the installation of machinery or equipment, Contractor shall provide an all risk installation Floater including installation and transit.
  - (b) For Builder's Risk, the amount of insurance is to be 100 percent of the completed value of such addition(s), building(s) or structure(s). For Installation Floater, the amount of insurance is to be 100 percent of the installed replacement cost value. For Builder's Risk, the recovery shall be based on completed replacement cost. For Installation Floater, the recovery shall be based on the installed replacement cost.
  - (c) The Builder's Risk Policy must be specifically endorsed to eliminate any "occupancy clause" or similar warranty or representation that the building(s), addition(s) or structure(s) in the course of construction shall not be occupied without specific endorsement of the policy. The policy must be endorsed to provide that, subject to the notice of cancellation requirement, the Builder's Risk coverage will continue to apply until final acceptance of the building(s), addition(s) or structure(s) by the Owner. The Installation Floater Policy must be specifically endorsed to provide that, subject to the notice of cancellation requirement, the policy shall remain in force until final acceptance of the machinery or equipment by the Owner.
  - (d) The maximum deductible shall be \$5,000.00 per occurrence.
  - (e) The Owner must be included as a named insured for any liability arisen from its acts relating to the project.

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

---

- (f) The policy must be specifically endorsed to provide the Owner with 45 days' written notice of cancellation, non-renewal or restriction.
  - (g) If the contract includes construction of, or additions to, aboveground buildings or structures which are located in a special flood hazard area as defined by the National Flood Insurance Program, flood insurance must be afforded for the lesser of the total insurable value of such buildings or structures, the maximum amount of flood insurance coverage available under the National Flood Program or, the total compensation due Contractor under the contract. If the contract does not include construction of, or additions to, aboveground buildings or structures but does include the installation of machinery or equipment in a building or structure which is located in a special flood hazard area as defined by the National Flood Insurance Program, flood insurance must be afforded for the lesser of the total insurable value of the machinery or equipment or the maximum amount of flood insurance coverage available under the National Flood Program.
- d. The insurance provided by Contractor pursuant to this contract shall apply on a primary basis and any other insurance or self-insurance maintained by the Owner or an Owner's official, officer, agent or employee shall be excess of and not contributing with the insurance provided by or on behalf of the Contractor.
  - e. Except with respect to the Property Insurance, the coverage maintained by the Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention.
  - f. Compliance with the insurance requirements of this contract shall not limit the liability of the Contractor, its subcontractors, employees, or agents to the Owner or others. Any remedy provided to the Owner or the Owner's officials, officers, agents and employees by the insurance shall be in addition to and not in lieu of any other remedy available under this contract or otherwise.
  - g. Indemnification.
    - (1) The Contractor shall indemnify, defend and hold harmless the JPA, its employees and elected officials, from all liabilities, damages, losses, costs and expenses of whatsoever kind or nature, including, but not limited to, reasonable attorney's fees, reasonable expert witness fees and court costs (all of which are collectively referred to as "Damages") to the extent such Damages are caused by the negligence, recklessness or intentional wrongful conduct of the Contractor and/or persons employed or utilized by the Contractor in the performance of this Agreement.
    - (2) In any and all claims against the Owner or its members, directors,

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

---

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

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



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

---

h. Contractor's Pollution Liability

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

**2. Surety Bonds.**

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

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

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

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

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

---

with evidence satisfactory to the Owner that such excess risk has been protected in an acceptable manner.

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

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

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

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

---

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

# SPECIAL CONDITIONS

---

## INDEX

ITEM		PAGE NO.
		SC-
1.	Time for Completion .....	2
2.	Liquidated Damages.....	2
3.	Warranty.....	3
4.	Permits .....	3
5.	Owner's Minimum Project Work Rules.....	3
6.	Existing Soil Conditions.....	3
7.	Site Conditions.....	3
8.	Structure over Navigable Waters .....	4
9.	Welding, Burning, and Hot-work Regulations.....	4
10.	Tax Savings Program, General. ....	5
11.	Progress Photographs.....	8

# SPECIAL CONDITIONS

---

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

## 1. Time for Completion

The "**Design Phase**" shall be **Seventy-Four (74)** calendar days from issuance Design Phase NTP. "**Construction Phase**" shall be **Sixty (60)** calendar days in duration and shall commence with issuance by JAXPORT of a Construction Phase NTP. All work shall be completed no later than **One Hundred Thirty-four (134)** Calendar Days after issuance of the Design Phase Notice to Proceed.

## 2. Liquidated Damages

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

**\$964.00 per calendar day**
- e. Permitting the Contractor to continue and to finish the work, or any part of it, after the expiration of the contract time allowed including extensions of time granted to the Contractor shall, in no way, act as a waiver on the part of the

---

Owner, of the Liquidated Damages due under the contract.

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

### **3. Warranty**

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

### **4. Permits**

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

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

### **5. Owner's Minimum Project Work Rules**

See FORM PWR

### **6. Existing Soil Conditions**

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

### **7. Site Conditions**

The Contractor shall visit the location of the Work and make such investigations of existing conditions above or below the surface of the ground as it may deem necessary for the proper and timely performance of its work, including but not

---

limited to field measurements, soil investigations, laydown areas, interferences and general logistics. No oral representations by any persons regarding such conditions either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.

## **8. Structure over Navigable Waters**

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

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

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

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

- 
- e. Steps a. through d. must be repeated each 7-day period thereafter until the welding and hot-work portions of the contract is complete.

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

### **10. Tax Savings Program, General.**

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

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

#### **JAXPORT Tax Exemption**

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

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

#### **Administrative and/or Purchasing Procedures.**

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

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

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



---

of which are less than \$10,000, may be excluded from this list even though the aggregate total cost of all items in this category exceeds the \$10,000 minimum.

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

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

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

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

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

- e) Contractor will then return the completed Purchase Order(s) to JAXPORT for countersignature by the Project Manager approving purchase as to conformity to specifications; and to the Purchasing Department for countersignature by the Purchasing Manager.
- f) After obtaining all signatures, the Project Manager shall simultaneously distribute the original to the Vendor or supplier with copies to the Purchasing Department, the Contractor, and the Finance Department.

- 
- g) The Contractor and Owner agree that it is to their mutual benefit that prosecution of the Work proceed with due diligence and without interruption. Vendors of selected items shall therefore make deliveries as directed by the Contractor, when needed, to enable the Contractor to perform his scheduled obligations.
- h) JAXPORT and Contractor agree that the Contractor will receive, receipt for, inspect, accept and to the extent necessary, unload, store, and protect the selected items at either the jobsite or other place as the Contractor may deem appropriate until brought to the worksite by the Contractor.

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

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

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

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

---

receipt report and the storage, delivery, and protection of the equipment and/or material.

- n) The Contractor shall use Owner approved Purchase Orders only for purchasing goods, equipment, materials and supplies previously designated or selected by JAXPORT. The Contractor shall immediately notify and consult with JAXPORT relative to any change or modification to any previously approved selected item(s). The Contractor shall account for every Purchase Order including those voided for any reason, and shall return all voided and unused Purchase Order Forms prior to the final contract payment.
- o) If the Contractor enters into one or more subcontracts with respect to any portion of the Work, the Contractor will require that each subcontractor allow, under the terms of their respective subcontracts, JAXPORT to purchase selected item(s) in the same manner as provided above with respect to the Contractor.

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

### 11. Progress Photographs

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

<p><b>THIS IS TO CERTIFY THAT THE ATTACHED PHOTOGRAPHS ACCURATELY REPRESENT THE ACTUAL STATUS AND CONDITION ON</b> <b>_____ [DATE] _____ OF THE _____ [CONTRACT</b> <b>TITLE] _____ BEING CONSTRUCTED FOR THE JACKSONVILLE</b> <b>PORT AUTHORITY UNDER CONTRACT NO. [CONTRACT NO.] _____.</b></p> <p><b>FIRM:</b> _____</p> <p><b>SIGNATURE:</b> _____</p> <p><b>NAME TYPED:</b> _____</p> <p><b>TITLE:</b> _____</p> <p><b>DATE:</b> _____</p>
---

## REQUIRED LIMITS OF INSURANCE

---

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

### 1. WORKERS' COMPENSATION/EMPLOYERS' LIABILITY

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

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

- \$100,000 (Each Accident)
- \$500,000 (Disease-Policy Limit)
- \$100,000 (Disease-Each Employee)

### 2. COMMERCIAL GENERAL LIABILITY

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

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

Owner shall be included as an additional insured under the CGL policy for both ongoing and completed operations. ISO additional insured endorsement CG 20 10 (for on going operations) and CG 20 37 (for completed operations), or substitute endorsements providing equivalent coverage, will be attached to Contractors CGL.

### 3. 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

## **REQUIRED LIMITS OF INSURANCE**

---

per accident for bodily injury and property damage.

### **4. CONTRACTOR'S POLLUTION LIABILITY**

**\$ 1,000,000 per loss**

**\$ 2,000,000 Annual Aggregate**

Contractors Pollution Liability coverage will be required for any Environmental/Pollution related services including but not limited to testing, design, consulting, analysis, or other consulting work, whether self-performed or subcontracted, contractor will also maintain Contractor's Pollution Liability coverage. Coverage to include but not limited to bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed. Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; coverage for losses caused by pollution conditions that arise from the operations of the contractor. The Jacksonville Port Authority will be an additional insured. Coverage on an Occurrence Form or a Claims Made Form with a retroactive date equal to at least the first date of this agreement and with a three year reporting option beyond the Annual expiration date of the policy.

### **5. PROFESSIONAL LIABILITY POLICY**

The Proposer's / Consultant's insurance shall be on a form acceptable to JPA, and shall cover the Proposer / Consultant for those sources of liability arising out of the rendering or failure to render professional services in the performance of this Agreement, including any hold harmless and/or indemnification agreement.

The minimum limits shall be \$2,000,000 per occurrence, and in the aggregate. The Proposer / Consultant shall provide and maintain such professional liability insurance from the inception of its services, and until at least three (3) years after completion of all services required under this Agreement. Prior to commencement of services, the Proposer / Consultant shall provide to JPA a certificate or certificates of insurance, signed by an authorized representative of the insurer(s) evidencing the insurance coverage specified in the foregoing Articles and Sections. The required certificates shall not only name the types of policies provided, but shall also refer specifically to this Agreement and Article, and to the above paragraphs in accordance with which insurance is being furnished, and shall state that such insurance is provided as required by such paragraphs of this Agreement.

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.

## **REQUIRED LIMITS OF INSURANCE**

---

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

The contractor's CGL coverage will be primary and non-contributory.

A waiver of subrogation is required for Workers Compensation, GL, and Auto Liability. Contractor waives all rights against Owner and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by any of the policies of insurance maintained pursuant to this Subcontract.

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

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

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

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

# CERTIFICATE OF INSURANCE COMPLIANCE

---

**ADDRESSEE**

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

**NAME INSURED**

**Name and Address of Insured:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

By executing this Certificate of Insurance Compliance, the contractor warrants to the addressee that: (1) the undersigned is an authorized representative of the insurers identified in the certificate, (2) the policies or binders described in the certificate have been issued to the above named insured and are in force at this time, (3) the policies or binders as issued provide coverage in full compliance with the insurance requirements contained in the contract documents for the above referenced project with the minimum limits of coverage as specified in the Required Limits of Insurance (Form 100-87) and the contract documents, and (4) the policies or binders will not be changed, cancelled, non-renewed, or renewed with more restrictive terms and conditions so as to affect this certificate until at least thirty (30) days after written notice of such change, cancellation or nonrenewal has been received by the addressee.

Compliance with these insurance requirements shall not relieve or limit the Contractor's liabilities and obligations under this contract. Failure of Addressee to demand such Certificate of Insurance or other evidence of full compliance with these insurance requirements or failure of Addressee to identify a deficiency from evidence provided will not be construed as a waiver of the Contractor's obligation to maintain such insurance.

**DESCRIPTION OF INSURANCE POLICIES SUBJECT TO THIS CERTIFICATE**

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

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

<b>Longshoremen's and Harbor Workers'</b>	<b>Primary Issuer ID:</b>	<b>First Excess ID:</b>	<b>Second Excess ID:</b>

<b>Compensation</b>	_____	_____	_____
	\$ _____	\$ _____	\$ _____

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

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

<b>Protection for Owner's Liability Limits</b>	<b>Primary Issuer ID:</b> _____	<b>First Excess ID:</b> _____	<b>Second Excess ID:</b> _____
Each Occurrence			
Annual Aggregate			

**Or** Commercial General Liability Coverage Contains the Described Additional Insured Endorsement YES\_\_\_ NO\_\_\_

<b>Property Insurance Risk</b>	<b>Primary Issuer ID:</b> _____	<b>First Excess ID:</b> _____	<b>Second Excess ID:</b> _____



Builder's Risk			
Installation Floaters			
Railroad Protective Liability Coverage			

**POLICY AND INSURER INFORMATION**

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

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

Date: \_\_\_\_\_

Name of Insurance Company: \_\_\_\_\_

Address of Insurance Company: \_\_\_\_\_

JACKSONVILLE PORT AUTHORITY

SUMMARY AND CERTIFICATION  
"REVISED" APPLICATION FOR PAYMENT NO.

PROJECT NAME:  
PROJECT LOCATION: DATE:  
JPA CONTRACT NO: C-1694 A/E PROJECT NO.:  
CONTRACTOR:  
APPLICATION PERIOD: TO:

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

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

BY THE OWNER'S CONSULTANT

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

Firm: \_\_\_\_\_

By: \_\_\_\_\_

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

JPA APPROVAL FOR PAYMENT

By: \_\_\_\_\_

Date: \_\_\_\_\_

Project Acct.: \_\_\_\_\_

FORM AFP-1

State of Florida, County of Duval

Subscribed and sworn to **before me this**

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_ -

By: \_\_\_\_\_ -

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

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

as identification.

Notary Signature: \_\_\_\_\_ -

Commission No.: \_\_\_\_\_ -

(Name of Notary typed,

Printed or Stamped)

My Commission Expires: \_\_\_\_\_ -(SEAL ABOVE)

REVISED 09/12/2013

# CONTINUATION SHEET

FORM AFP-2 REV 10/2013

CONTRACTOR NAME:	APPLICATION NO:	
CONTRACTOR'S CONTRACT NO:	APPLICATION DATE:	
PROJECT NAME:	DATE OF NOTICE TO PROCEED:	
PERIOD FROM / TO:	CONTRACT COMPLETION DATE:	

PERCENT OF TIME USED TO DATE: \_\_\_\_\_ % PERCENT COMPLETE TO DATE: \_\_\_\_\_ %

A	B	C	D	E	F	G	H	I	J	K
DELIVERABLES	ITEM NO. CSI CODES	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN E OR F)	TOTAL COMPLETED AND STORED TO DATE (E+F+G)	% (H ÷ D)	BALANCE TO FINISH (D - H)	RETAINAGE
							\$0.00	#DIV/0!	\$0.00	\$0.00
							\$0.00	#DIV/0!	\$0.00	\$0.00
							\$0.00	#DIV/0!	\$0.00	\$0.00
							\$0.00	#DIV/0!	\$0.00	\$0.00
							\$0.00	#DIV/0!	\$0.00	\$0.00
							\$0.00	#DIV/0!	\$0.00	\$0.00
							\$0.00	#DIV/0!	\$0.00	\$0.00
							\$0.00	#DIV/0!	\$0.00	\$0.00
							\$0.00	#DIV/0!	\$0.00	\$0.00
							\$0.00	#DIV/0!	\$0.00	\$0.00
							\$0.00	#DIV/0!	\$0.00	\$0.00
							\$0.00	#DIV/0!	\$0.00	\$0.00
							\$0.00	#DIV/0!	\$0.00	\$0.00
							\$0.00	#DIV/0!	\$0.00	\$0.00
							\$0.00	#DIV/0!	\$0.00	\$0.00
							\$0.00	#DIV/0!	\$0.00	\$0.00
							\$0.00	#DIV/0!	\$0.00	\$0.00
							\$0.00	#DIV/0!	\$0.00	\$0.00
							\$0.00	#DIV/0!	\$0.00	\$0.00
							\$0.00	#DIV/0!	\$0.00	\$0.00
							\$0.00	#DIV/0!	\$0.00	\$0.00
							\$0.00	#DIV/0!	\$0.00	\$0.00

A	B	C	D	E	F	G	H	I	J	K
CHANGE ORDERS ISSUED TO DATE										
						N/A	\$0.00	#DIV/0!	\$0.00	\$0.00
						N/A	\$0.00	#DIV/0!	\$0.00	\$0.00
						N/A	\$0.00	#DIV/0!	\$0.00	\$0.00
						N/A	\$0.00	#DIV/0!	\$0.00	\$0.00
						N/A	\$0.00	#DIV/0!	\$0.00	\$0.00
						N/A	\$0.00	#DIV/0!	\$0.00	\$0.00
		<b>GRAND TOTALS</b>					\$0.00	#DIV/0!	\$0.00	\$0.00

SUMMARY LINE ITEM DEDUCTIONS FOR TAX SAVINGS PURCHASE ORDERS ISSUED AND PAID TO DATE REPORT											
A	B	C	D	E	F	G	H	I	J	K	L
DATE	TOTAL #	SUB-TOTAL	TOTAL	TOTAL	TOTAL	VENDORS PAID TO DATE	TOTAL	TOTAL	BALANCE	% OF	
OF	OF TSPO'S	MATERIAL TSPO'S ISSUED -	ESTIMATED	TAX SAVINGS	TAX SAVINGS	PREV. PERIOD	SALES	MATERIALS & TAXES	TO FINISH	PURCHASED	
REPORT	ISSUED TO	SCHEDULED	SALES	P.O.	DEDUCTION	THIS PERIOD	TAX	RECEIVED AND	(F - J)	MATERIALS	
	DATE	VALUE	TAX	DEDUCTION	(D + E)		DEDUCTION	STORED TO DATE		COMPLETED	
		DEDUCT					TO DATE	(G + H + I)		(J ÷ F)	
		(\$ )									
		<b>TOTALS (SEE TSPO REPORT)</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00	

FORM AFP-2 REV 10/2013



**C-1694**  
**Request for Information**

**Date Created:** \_\_\_\_\_

**Answer Company**                      **Answer By**                      **Author Company**                      **Authored By**

---

**Co-Respondent**    **Author RFI Number**

**Subject**    **Discipline**    **Category**

**Question**    **Date Required**

**Submitted By:** \_\_\_\_\_                      **Date:** \_\_\_\_\_

**Suggestion**

**Answer**    **Date Answered:**

**Submitted By:** \_\_\_\_\_                      **Date:** \_\_\_\_\_

# **AGREEMENT BETWEEN OWNER AND CONTRACTOR**

---

This Agreement is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between:

**The OWNER:**

**Jacksonville Port Authority  
2831 Talleyrand Avenue  
Post Office Box 3005  
Jacksonville, FL 32206-0005  
904/357-3065**

**ATTN: Procurement Services**

**And the CONTRACTOR:**

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

**For the following WORK:**

**Contract No.: C-1694  
Project No.: B2019-03  
REPAIR AND REPOSITION  
ELASTOMERIC BEARING PADS  
BRIDGE NO. 724436 - DAVE  
RAWLS FLYOVER BRIDGE  
BLOUNT ISLAND MARINE  
TERMINAL**

**Designed by CONSULTANT:**

The OWNER and CONTRACTOR agree as set forth below:

## **ARTICLE 1. SCOPE OF WORK**

The Contractor agrees to furnish all materials, equipment, supervision and perform all labor and services for Contract No. **C-1694** as shown on the contract drawings and described in the project specifications, each document of which is incorporated herein by reference and listed under Article 2 hereof.

---

## ARTICLE 2. CONTRACT DOCUMENTS

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

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

---

### ARTICLE 3. CONTRACT TIME

1. Contract Time. Time is of the essence for all Work in this contract. The "**Design Phase**" shall be **Seventy-Four (74)** calendar days from issuance Design Phase NTP. "**Construction Phase**" shall be **Sixty (60)** calendar days in duration and shall commence with issuance by JAXPORT of a Construction Phase NTP. All work shall be completed no later than **One Hundred Thirty-four (134)** Calendar Days after issuance of the Design Phase Notice to Proceed. Liquidated Damages. Refer to "Special Conditions", Item 2.

### ARTICLE 4. CONTRACT SUM

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

\$ \_\_\_\_\_

### ARTICLE 5. PROGRESS PAYMENTS

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

### ARTICLE 6. FINAL PAYMENT

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

### ARTICLE 7. MISCELLANEOUS PROVISIONS

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

---

the Contractor. Owner shall also have access to any other documents related to the project, upon reasonable notice.

5. Subcontracting or Assigning of Contract. The Contractor agrees that it shall not subcontract, assign, delegate, or otherwise dispose of the contract, the duties to be performed under the contract, or the monies to become due under the contract without the Owner's prior written consent.

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

OWNER

CONTRACTOR

JACKSONVILLE PORT AUTHORITY

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_

\_\_\_\_\_



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

---

CONTRACT: **C-1964**

STATE OF ( )

COUNTY OF ( )

Before me, the undersigned authority,

Personally appeared \_\_\_\_\_, who being by me

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**CERTIFICATE OF  
SUBSTANTIAL  
COMPLETION**

Distribution to:

- OWNER
- ENGINEER
- CONTRACTOR
- FIELD**
- OTHER

**PROJECT:** REPAIR AND REPOSITION ELASTOMERIC BEARING PADS BRIDGE NO. 724436-DAVE RAWLS FLYOVER BRIDGE

**ENGINEER:**

**ARCHITECT'S PROJECT NO.:**

**TENANT:**

**PROJECT NO.:** B2019-03  
**CONTRACT NO.:** C-1694

**TO (Owner):**

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

**ATTN: ENGINEERING SERVICES**

**CONTRACTOR:**

**CONTRACTOR FOR:**

**DATE OF ISSUANCE:**

**CONTRACT DATE:**

**PROJECT OR DESIGNATED PORTION SHALL INCLUDE:**

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

**DEFINITION OF DATE OF SUBSTANTIAL COMPLETION**

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

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

ENGINEER	BY	DATE
----------	----	------

The Contractor will complete or correct the Work on the list of items attached hereto within ( \_\_\_\_\_calendar) days from the Date of Substantial Completion.

CONTRACTOR	BY	DATE
------------	----	------

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

TENANT	BY	DATE
--------	----	------

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

<u>Jacksonville Port Authority</u> OWNER	BY	DATE
---	----	------

**CONSENT OF  
SURETY COMPANY  
TO FINAL PAYMENT**

OWNER   
ENGINEER   
CONTRACTOR   
FIELD   
OTHER

---

PROJECT: REPAIR AND REPOSITION ELASTOMERIC BEARING  
PADS BRIDGE NO. 724436 – DAVE RAWLS FLYOVER BRIDGE  
BLOUNT ISLAND MARINE TERMINAL

PROJECT NO. **B2019-03**

CONTRACT NO.: **C-1694**

TO (Owner)

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

ARCHITECT'S PROJECT NO.

CONTRACT FOR:

ATTN: ENGINEERING SERVICES

CONTRACT DATE:

CONTRACTOR:

---

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

SURETY COMPANY,

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

CONTRACTOR,

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

OWNER,

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

IN WITNESS WHEREOF,

The Surety Company has hereunto set its hand this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Surety Company

\_\_\_\_\_  
Signature of Authorized Representative

Attest:  
(Seal):

\_\_\_\_\_  
Title

# **OWNER'S MINIMUM PROJECT WORK RULES**

---

Project Name: **REPAIR AND REPOSITION ELASTOMERIC BEARING PADS  
BRIDGE NO. 724436 - DAVE RAWLS FLYOVER BRIDGE**

Location: **BLOUNT ISLAND MARINE TERMINAL**

Contract No(s): **C-1964**

1. Normal project working hours are as follows:

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

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

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

- 
8. Employees shall be provided with visible means of identification, showing Contractor's identification. Employees are required to wear this identification where plainly visible.
  9. The Contractor will be responsible for all its employees, suppliers, vendors, and all others on-site providing services to the Contractor.
  10. All vehicles, persons, packages, lunch pails, and tool boxes entering or leaving JPA property are subject to security inspection.
  11. All vehicles on-site for the Contractor's use must have company identification clearly visible at a minimum distance of 100 feet.

EMPLOYEE SIGNATURE: \_\_\_\_\_

EMPLOYEE NAME: \_\_\_\_\_

NAME OF CONTRACTOR: \_\_\_\_\_

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

**PERFORMANCE BOND**

**BOND NO.:** \_\_\_\_\_

**As to the Contractor/Principal:**

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

Principal Business Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

**As to the Surety:**

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

Principal Business Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

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

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

Principal Business Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Description of project including address and description of improvements:

\_\_\_\_\_

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

---

**WHEREAS,** Contractor has by written agreement dated the\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, entered into a contract with the JAXPORT for \_\_\_\_\_

---

all of said work to be done in strict accordance with any advertisement for bids for said work and done in strict compliance with the drawings and specifications for said work and requirements of the JAXPORT 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 JAXPORT all losses (including delay and disruption damages), expenses and costs, that the JAXPORT 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 JAXPORT, 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 JAXPORT to be in default under the Contract, the JAXPORT having performed the JAXPORT's obligations hereunder, the Surety shall, at the JAXPORT's sole option, either:

(1) Within fourteen (14) days of notice of elected option by the JAXPORT, remedy the default and pay the JAXPORT 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 JAXPORT sustains because of a default by Contractor under the Contract and will save the JAXPORT 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 JAXPORT to the Surety of the default of Contractor and demand by the JAXPORT 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 JAXPORT elects, upon determination by the JAXPORT and the Surety jointly of the lowest bidder and the JAXPORT, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of

completion arranged under this paragraph) sufficient funds to pay the cost of completion less the responsible qualified bidder, arrange for a contract between such balance of the contract price, including other losses, actual damages (including delay and disruption damages), expenses, costs and statutory attorney's fees, including appellate proceedings, pursuant to Section 627.756, Florida Statutes, for which the Surety may be liable hereunder. The term "balance of the contract price" as used in this paragraph, shall mean the total amount payable by the JAXPORT to Contractor under the Contract and any amendments thereto, less the amount properly paid by the JAXPORT to Contractor; or

(3) Within fourteen (14) days of notice of elected option by the JAXPORT, tender to the JAXPORT the full amount necessary in order for the JAXPORT to completely perform and carry out completion of the Contract in accordance with its terms and conditions and in order to save the JAXPORT harmless on account of all claims and damages to persons or property, and pay the JAXPORT 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 JAXPORT 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 JAXPORT makes final payment under the Contract.

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



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

**IN WITNESS WHEREOF**, the said Principal and the said Surety have duly executed this bond the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**ATTEST:**

**ATTEST:**

By: \_\_\_\_\_ By: \_\_\_\_\_  
Its Its  
**AS PRINCIPAL**

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

**ATTEST:**

**ATTEST:**

By: \_\_\_\_\_ By: \_\_\_\_\_  
Its Its  
**AS SURETY**

**NAME OF AGENT:** \_\_\_\_\_

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

**TELEPHONE NO: ( ) \_\_\_\_\_ FACSIMILE NO: ( ) \_\_\_\_\_**

**Countersigned:**

By: \_\_\_\_\_ **Bond I.D. No:** \_\_\_\_\_  
State of Florida

**Name of Firm:** \_\_\_\_\_

**Address:** \_\_\_\_\_

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

**CONTRACT NUMBER \_\_\_\_\_**  
**PAYMENT BOND**  
**CONTRACT BOND REQUIRED**  
**BY SECTION 255.05, FLORIDA STATUTES**

Bond No. \_\_\_\_\_

---

**As to the Contractor/Principal:**

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

Principal Business Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

**As to the Surety:**

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

Principal Business Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

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

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

Principal Business Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

**Description of project including address and description of improvements:**

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

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

**WHEREAS**, Contractor and Owner have by written agreement dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, entered into a contract for **C-1694 REPAIR AND REPOSITION ELASTOMERIC BEARING PADS BRIDGE NO. 724436 - DAVE RAWLS FLYOVER BRIDGE, BLOUNT ISLAND MARINE TERMINAL** all of said work required to be done in strict compliance with the drawings, plans and specifications prepared by the Jacksonville Port Authority Engineering and Construction Department for said work and in strict compliance with the requirements of the contract and all documents included as a part of the contract (hereinafter referred to collectively as the Contract), all of which are by reference made a part hereof to the same extent as if fully set out herein.

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

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

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

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

ATTEST:

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

Its

Its PRINCIPAL

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

ATTEST:

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

Its

Its SURETY

NAME OF AGENT: \_\_\_\_\_

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

TELEPHONE NO. (\_\_\_\_) \_\_\_\_\_

FACSIMILE NO: (\_\_\_\_) \_\_\_\_\_

Countersigned:

By: \_\_\_\_\_

Bond I.D. No: \_\_\_\_\_

State of Florida

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

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

**JACKSONVILLE PORT AUTHORITY  
CONTRACTOR'S "MONTHLY REPORT"**

PRIME CONTRACTOR NAME: \_\_\_\_\_ PROJECT TITLE: \_\_\_\_\_

PROFESSIONAL SERVICES NO.: \_\_\_\_\_ - OR - BID NO: \_\_\_\_\_

CURRENT CONTRACT TOTAL AMOUNT \$ \_\_\_\_\_ CONTRACT NO. : \_\_\_\_\_

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

CONTRACT DBE TRACKING	
<i>PRIOR MONTH</i> _____ CUMULATIVE DBE\$: _____ <i>PRIOR MONTH</i> _____ CUMULATIVE NON-DBE: _____ CUMULATIVE DBE\$: _____ CUMULATIVE NON-DBE\$: _____	<i>FORMULA FOR CURRENT MONTH %:</i> <b>CUMULATIVE \$ / CUMULATIVE \$ INVOICED</b> CUMULATIVE DBE% : _____ CUMULATIVE NON-DBE% : _____

DBE SUBCONTRACTORS TO BE PAID FROM THIS INVOICE					
COMPANY NAME	FEDERAL I.D. NO.	ZIP CODE	DBETYPE <sup>1</sup>	TYPE OF WORK <sup>2</sup>	\$ THIS PAYMENT
<b>TOTAL</b>					

**<sup>1</sup> DBE TYPES:**

**AA:** African American; **WBE:** Woman; **HANA:** Hispanic, Asian, Native American; **OTHER:** Economically or Socially;

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

**Notes:**

- THIS MONTHLY FORM MUST BE COMPLETED AND SUBMITTED WITH ALL REQUESTS FOR PAYMENT AND FINAL PAYMENT.

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

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

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

\_\_\_\_\_  
Notary Public



**SCOPE OF WORK**

**FOR**

**REPAIR AND REPOSITION ELASTOMERIC BEARING  
PADS BRIDGE NO. 724436 - DAVE RAWLS  
FLYOVER BRIDGE**

**Project No.: B2019-03**

**Contract No.: C-1964**

**BLOUNT ISLAND MARINE TERMINAL**

**SCOPE OF WORK**  
**JPA PROJECT NO.: B2019-03**  
**JPA CONTRACT NO.: C-1694**  
**DESIGN-BUILD REPAIRS OF ELASTOMERIC BEARING PADS**  
**BRIDGE NO. 724436 – DAVE RAWLS FLYOVER BRIDGE**  
**BLOUNT ISLAND MARINE TERMINAL**

---

**1. SCOPE OF WORK**

Contractor shall provide all labor, materials, equipment, subcontracts, engineering, design, and supervision to perform the following Scope of Work:

- 1.1 No later than fourteen (14) calendar days after award of the contract, submit a preliminary design schedule.
- 1.2 Contractor shall not begin the Design Phase until JAXPORT issues a Notice to Proceed with design. In addition to the scope items detailed below, the Design Phase also includes inspection of all elastomeric bearing pads
- 1.3 Inspect all elastomeric bearing pads on the flyover bridge for proper placement and signs of movement. Not later than fourteen (14) calendar days after completion of the inspection, submit a detailed inspection report including recommendations and justification, if any, for repair of bearing pads beyond Bearing 6-2, 9-3, and 9-4. The report shall explicitly identify the standard or standards applicable to Contractor's repair recommendations and the source or sources of such standard or standards.
- 1.4 Submit ninety (90) percent design drawings and specifications of Contractor's bridge jacking method and recommended bearing pad retainer clips. The 90 percent design package shall clearly show in a work sequencing plan how Contractor will jack bridge elements, reposition or replace elastomeric bearing pads, and install bearing pad retainer clips. Metal bearing pad retainer clips shall be galvanized steel or aluminum at Contractor's option. Submit safety plan, maintenance of traffic plan, and work sequencing plan with the 90 percent design package. Allow fourteen (14) calendar days for JAXPORT review and comment on the 90 percent submission.
- 1.5 Submit final construction drawings, specifications, and schedule not later than fourteen calendar (14) days after receipt of JAXPORT's review comments on the 90 percent plans.
- 1.6 Contractor shall not begin the Construction Phase until JAXPORT issues a Notice to Proceed with construction.

**SCOPE OF WORK**  
**JPA PROJECT NO.: B2019-03**  
**JPA CONTRACT NO.: C-1694**  
**DESIGN-BUILD REPAIRS OF ELASTOMERIC BEARING PADS**  
**BRIDGE NO. 724436 – DAVE RAWLS FLYOVER BRIDGE**  
**BLOUNT ISLAND MARINE TERMINAL**

---

- 1.7 If the design calls for replacement of any elastomeric bearing pads, then submit a certification from the manufacturer of the bearing pads that the bearing pads comply with FDOT and/or Federal standards.
- 1.8 Contractor shall submit a certification from the manufacturer of the bearing pad retainer clip showing that the material complies with FDOT and/or Federal standards.
- 1.9 Contractor shall submit Daily Construction Reports for each day after issuance of the NTP for construction. The Daily Report for any day on which site work is not proceeding shall state: No site work today.
- 1.10 Contractor shall have a full time superintendent at the site on any day that work is proceeding. This superintendent shall have the authority to receive direction for JAXPORT and to bind the Contractor in all matters.

## **2. DELIVERABLES**

- 2.1 Preliminary design schedule NLT fourteen (14) calendar days after contract award.
- 2.2 Ninety (90) percent design drawings and specifications NLT sixty (60) calendar days after contract award.
- 2.3 Final design drawings and specifications NLT fourteen (14) calendar days after receipt of JAXPORT's review comments on the 90 percent plans. This includes the safety plan, maintenance of traffic plan, and work sequencing plan.
- 2.4 Material submittals, if any, at least seven (7) calendar days before material arrives on site.

## **3. SCHEDULE**

- 3.1 NLT fourteen (14) calendar days after contract award – submit a preliminary design schedule.
- 3.2 Design Phase – Shall be seventy-four (74) calendar days in duration and shall commence with issuance by JAXPORT of a Design Phase NTP. The seventy-four days includes all time for JAXPORT reviews.



**SCOPE OF WORK**  
**JPA PROJECT NO.: B2019-03**  
**JPA CONTRACT NO.: C-1694**  
**DESIGN-BUILD REPAIRS OF ELASTOMERIC BEARING PADS**  
**BRIDGE NO. 724436 – DAVE RAWLS FLYOVER BRIDGE**  
**BLOUNT ISLAND MARINE TERMINAL**

---

3.3 Construction Phase – Shall be sixty (60) calendar days in duration and shall commence with issuance by JAXPORT of a Construction Phase NTP.

3.4 The above phase duration periods may be adjusted to accommodate emergent scheduling issues; however, ALL WORK SHALL BE COMPLETED NLT ONE HUNDRED THIRTY-FOUR (134) CALENDAR DAYS AFTER ISSUANCE OF THE DESIGN PHASE NTP.

#### **4. WORK HOURS**

4.1 Dawn to dusk, seven (7) days a week, unless otherwise advised in a written notice by the Blount Island Terminal Manager, Steve Kapustka. Should circumstances arise where such notice is advisable, the Terminal Manager will endeavor to give at least 24 hours' notice.

#### **5. COORDINATION**

5.1 Contractor shall coordinate all aspects of its field activity, including storage of materials and equipment, with Steve Kapustka, the Blount Island Terminal Manager. Mr. Kapustka phone number and email address are (904) 838-4287 Steve.Kapustka@jaxport.com. Notwithstanding, the Terminal Island Manager does not have the authority to modify this contract. Any contract modifications and direction, whether oral or written, shall come from the JAXPORT project manager.

#### **6. SECURITY**

6.1 This work requires a valid Transportation Worker Identification Credential (TWIC) for all workers or TWIC escorts provided by the Contractor. JAXPORT can provide TWIC escorts at Contractor's sole expense.

#### **7. e-Builder**

7.1 If Contractor has an active e-Builder license, then it shall be used on this contract; otherwise, Contractor shall coordinate its submission of contract paperwork with JAXPORT's Construction Coordinator.

October 9, 2017

**TO:** Mr. Paul Soares, P.E.  
Senior Director, Facilities Development, Engineering & Construction  
Jacksonville Port Authority  
2831 Talleyrand Avenue  
Jacksonville, FL 32208

**FROM:** David R. Johnson, P.E.  
Structural Engineer  
8875 Hidden River Parkway, Suite 200  
Tampa, FL 33637

**PROJECT:** District 2 Local Government Bridge Inspection  
Contract No. C9V94  
Financial Nos. 214838-3-72-18 & 214839-3-72-18

**SUBJECT:** **SIGNIFICANT DEFICIENCY ADVISORY**  
Initial Routine Inspection – October 5, 2017  
**Bearing Pad Movement**  
Bridge No. 724436 – Dave Rawls Flyover Bridge  
Duval County

**COPY TO:** Lynn Westbrook, Port Engineer  
Melissa Morgan, FDOT Project Manager  
Lydia Capps, FDOT Maintenance Project Manager  
David Crissey, Ayres Project Manager

**CONTENT:** An Ayres inspection team has recently inspected the above referenced bridge and observed several bearings pads walking out at Pier 6 and Pier 10. The most significant bearing loss is located at Bearing 9-2.

**The report identifies deficiencies (noted herein) which require attention.**

**Background:**

During the October 5, 2017 Initial Routine Inspection, an Ayres inspection team observed movement of the elastomeric bearing pads at Piers 6 and 10. Bearings 6-2, 9-2, 9-3, and 9-4 have walked out from their original position. The movement has increased at all bearings since the 2015 inspection conducted by others directly for the Jacksonville Port Authority. Please note that the structure numbering and inventory has changed since the 2015 inspection. The 2015 inspection for the Port has the Piers referenced as Piers 2 and 6.

The following element inspection notes will be addressed in the BrM inspection report;

**Element 310 Elastomeric Bearings:**

**CS3:** At Piers 6 and 10 the neoprene bearing pads are walking out from under the sole plates in the following locations. Pad size is 18 in. wide x 16 in. long. The steel beams are continuous at these locations.

At Pier 6, Bearing is walking to the east;

Bearing 6-2 @ Pier 6 – SE corner = 3.5 in.; NE corner = 4.25 in. – INCREASE  
Bearing 6-2 @ Pier 6 has a 24% loss of bearing area.

District 2 Local Government Bridge Inspection  
**SIGNIFICANT DEFICIENCY ADVISORY**  
Routine Inspection – October 5, 2017  
Bridge No. 724436  
Contract No. C9V94  
Financial Nos. 214838-3-72-18 & 214839-3-72-18  
Page 2

Element 310 Elastomeric Bearings (Continued):

At Pier 10, Bearings are walking to the west;

Bearing 9-2 @ Pier 10 – NW corner = 10 in.; SW corner = 7 in. – INCREASE  
Bearing 9-2 @ Pier 10 has a 53% loss of bearing area.

Bearing 9-3 @ Pier 10 – NW corner = 2 in.; SW corner = 1.5 in. – NEW  
Bearing 9-3 @ Pier 10 has a 11% loss of bearing area.

Bearing 9-4 @ Pier 10 – NW corner = 1.5 in.; SW corner = 1.5 in. – INCREASE  
Bearing 9-4 @ Pier 10 has a 10% loss of bearing area.

CS1: Nearly all the anchor bolts exhibit light to moderate surface corrosion – NO CHANGE.

Many of the anchor bolts are not plumb, with up to 5 degrees rotation measured at a few locations. There is no evidence of concrete distress at the base of the bolts, so they were likely constructed this way to align with the slots in the sole plates – NO CHANGE.

**RECOMMENDATIONS:** Jack and Reset Bearings 6-2, 9-2, 9-3, and 9-4. Tighten anchor bolt nuts at all bearings and install keeper blocks to eliminate future bearing movement. It is our recommendation that the reset of the bearing pads at these locations be conducted as soon as possible to prevent any further bearing loss.

Once sufficient repairs have been completed, please submit the pertinent information regarding said action to Ms. Melissa Morgan, FDOT District 2 (Email - [Melissa.Morgan@dot.state.fl.us](mailto:Melissa.Morgan@dot.state.fl.us)), and forward a copy to Ayres Associates. A follow-up letter of completed work will be necessary for our files. If you have any questions, please contact me at 813-978-8688.

Thank you.

Sincerely,



David R. Johnson, P.E.  
Structural Engineer  
Ayres Associates

District 2 Local Government Bridge Inspection  
**SIGNIFICANT DEFICIENCY ADVISORY**  
Routine Inspection – October 5, 2017  
Bridge No. 724438  
Contract No. C9V94  
Financial Nos. 214838-3-72-18 & 214839-3-72-18  
Page 3



**Photo 1: Bearing 9-2 Walking Out from Under Sole Plate**



**Photo 1: Bearing 9-2 Walking Out from Under Sole Plate**

H:\Mar\_eng\Projects in Development\01-BIMT\Dove Rawls Flyover Bridge\02 Drawings\CADD Files\DAVE RAWLS FLYOVER BRIDGE B2019-03.dwg, Jun 05, 2019 - 10:21:42AM, treu



REVISION		
BY		
DATE		
Drawn By: T. NEU		
PM: C. BAKER		

SCALE	
NTS	0 NTS



PROJECT DESCRIPTION
BLOUNT ISLAND MARINE TERMINAL DESIGN-BUILD REPAIRS OF ELASTOMERIC BEARING PADS Bridge No. 724436 Dave Rawls Flyover Bridge

SHEET	1 OF 1
DATE	6/5/19
PROJECT No.	B2019-03
CONTRACT No.	.