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February 25, 2021

ADDENDUM NO. 01
TO
SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR
INVITATION TO BID
REHABILITATE UNDERDECK CONCRETE -
PHASE 4
JPA CONTRACT NO. C-1588A

The item(s) of this Addendum shall modify and become a part of the contractual documents for this project as of this date. (Failure to acknowledge this addendum will be grounds for rejection of proposal.)

PHYSICAL CHANGES TO CONTRACT SPECIFICATIONS

Item No. 1

Reference to Specification 00 10 00-4, 1.7 Project Phasing and milestones, 540 Calendars to Substantial Completion from NTP, i.e., 1) MR-1, #4 states project time frame is 450 calendar days; 2) SC-2, Time for Completion states Contractor shall totally and finally complete all work not later than 450 calendar days after receipt of NTP; and 3) Article 3. Contract Time states 450 calendar days from Notice to Proceed. **DELETE** all reference to "**450 calendar days**", in the contract specifications and **REVISE** to read, "**540 calendar days**" in all relative sections.

Item No. 2

Reference to Deadline for Questions was extended to **Wednesday, February 24, 2021 @ 12:00 PM (EST)**. Submit questions by e-mail only to Sandra.platt@jaxport.com.

Item No. 3

ATTACHMENTS TO CONTRACT SPECIFICATIONS

Attachment No. 1

The Minutes of the Pre-Bid Meeting held on Wednesday, February 11, 2021, 10:00 AM.

Attachment No. 2

Response to questions received during Pre-Bid Meeting and via email.

Attachment No. 3

Revised page, MR-1 (Minimum Requirements)

Attachment No. 4

Revised page, SC-2 (Special Conditions)

Attachment No. 5

Revised page, ARG-3 (Article 3)

Attachment No. 6

Inspection Report 2010 (Response to Question #2)

Attachment No. 7

As Built Drawings (Response to Question #2)

Attachment No. 8

Utility Drawings (Response to Question #2)

Acknowledgment of the following addenda is hereby made:

Addendum #1, Dated: _____ Initials _____

Company _____

NOTE: THIS ADDENDUM SHALL BE ACKNOWLEDGED IN YOUR ITB SUBMISSION, FAILURE TO ACKNOWLEDGE ADDENDUM WILL BE GROUNDS FOR REJECTION OF ITB.

PLEASE VISIT <http://www.jaxport.com/procurement/active-solicitations> OR CALL THE PROCUREMENT DEPARTMENT AT (904) 357-3017, PRIOR TO THE ITB SUBMISSION OPENING TO DETERMINE IF ANY ADDENDA HAVE BEEN RELEASED ON THIS CONTRACT.

PRE-BID MEETING MINUTES
JPA Contract: ITB C-1588A
REHABILITATE UNDERDECK CONCRETE – PHASE 4

Date: Thursday, February 11, 2021

Time: 10:00 AM

Good morning! It is now **10:00 AM** on **Thursday, February 11, 2021** and the Pre-Bid Meeting for JPA Contract No. **ITB C-1588A REHABILITATE UNDERDECK CONCRETE – PHASE 4** will now begin. "In an effort to slow the spread of the Covid-19 virus and to encourage social distancing, in accordance with the CDC Guidelines, JAXPORT continues to take proactive measures to keep our workplace safe and prevent the spread of COVID 19. Therefore, this meeting is being held via "GoToMeeting" teleconference which allows interested persons to view and participate remotely."

This meeting is subject to Florida Sunshine Laws and therefore, is being recorded.

We will begin the meeting by introducing JAXPORT Staff Members:

JAXPORT STAFF IN ATTENDANCE:

Name: Sandra Platt	Title: Sr. Contract Specialist
Name: Jackie Glass	Title: Director, Procurement Services
Name: Retta Rogers	Title: Manager, Procurement Services
Name: James Bennet	Title: Sr. Director, Engineering & Construction
Name: Marvin Grieve	Title: Director, Project Management
Name: Matthew Myers	Title: Harbormaster
Name: Steve Kapustka	Title: Manager, Planning
Name: Jerrie Gunder	Title: Contract Specialist
Name: Ellen Carmosino	Title: Construction Program Administrator
Name: Bobbi Mullins	Title: Coordinator, Construction Contracts

IDENTIFY MEMBERS OF PUBLIC ATTENDEES

Please clearly state your name and the company you are representing. *(Allow time for each person to speak, add their name to the Attendance list, and ask again at the conclusion of the meeting for verification).*

COMPANIES' ATTENDANCE RECORD OF PUBLIC OPENING	
REPRESENTING AGENT	COMPANY'S NAME
1. Mariela Fitzpatrick	Kiewit
2. April Campbell	Pars Construction Services
3. Davin Sharp	Underwater Mechanix
4. Bill Morris	ProShot Concrete
5. Matthew Cumella	Kiewit Infrastructure
6. Kirt Courkamp	John ron Contracting
7. Christine Beaudoin	Kiewit

Instructions for all participants/members of the public –

ATTACHMENT NO. 1

- i. To avoid any microphones transmitting sounds that causes feedback, echoes or sounds that will otherwise cause a disruption to this meeting, participants (regardless of how they are accessing this meeting) are asked to keep their microphones on "mute" at all times when *not* speaking. PLEASE TAKE A MOMENT AND "MUTE" YOUR MICs FOR THIS MEETING.
- ii. Any individual who wishes to speak, should "unmute" their microphones and wait to be recognized by the host before speaking.
- iii. When called upon, please announce your name and the company you are representing.
- iv. Each person speaking should do so clearly and slowly to ensure they are heard and understood for recording purposes and by other participants and attendees.

Key Dates:

- **Questions:** Any questions after the meeting must be e-mailed with the **SUBJECT: ITB_C-1588A** to my attention at sandra.platt@jaxport.com. Please do not send questions to anyone else. The deadline to submit questions by e-mail is: **Wednesday, February 17, 2021 at 3:00 PM (EST)** After that time no questions will be answered concerning this ITB.
- **Bids Due: Monday, March 8, 2021, at 2:00PM (EST).** Invitation to Bids and all required supplemental material listed in the bid documents, must be submitted in **PDF Format Only** through E-Builder. Bids and supplemental documents submitted through Email or Fax will not be accepted or considered. **Until further notice, JAXPORT is not accepting any ITB packages submitted by Mail or Hand-Deliveries due to the current COVID-19 situation. Please visit the JAXPORT's website at www.jaxport.com for more information and updates.**

The PDF file name should read **"REHABILITATE UNDERDECK CONCRETE – PHASE 4"**

INVITATION TO BID DOCUMENTS

The Invitation to Bid document can be obtained from our website: <https://www.jaxport.com/procurement/active-solicitations/>. If you should have any questions regarding the solicitation package, please submit them **by e-mail to Sandra Platt, Sr. Contract Specialist at: sandra.platt@jaxport.com or through E-Builder.**

- **Acknowledgment of Addenda** *(It is mandatory that the bidder acknowledge all addenda, the system will not allow you to submit your proposal until the addenda is acknowledged).*
- **Bidder Requirements:** Page BCF-1 (list of documents required to be submitted with bid.)
- **Bid Form** – *Total Base Bid of Itemized Unit Priced Amount (Items 1 thru 6)*
- **Time for Completion** – *540 calendar days after issuance of NTP to successful bidder.*
- **Liquidated Damages** - *\$2,570.00 per day*
- **No SEB Goals, however, DBE participation is Encouraged**
- **Scope of Services Overview** – Marvin Grieve, Director, Project Management

SEB Requirements: Jackie Glass gave a briefing on the DBE requirements in the absence of Brian Williams, Coordinator, SEB Programs.

Scope of Services: Marvin Grieve, Director, Project Management gave an overview of the Scope of Work as outlined in the specification documents.

Questions & Answers: Questions asked during the meeting were addressed, however, it was stated that questions should be sent via email submission to Sandra.Platt@jaxport.com to be properly addressed via Addendum.

Note: These minutes shall become a part of the solicitation documents and contract agreement. Any corrections, additions or errors will be brought to the attention of the Project Manager within 5 days after receipt of the minutes. It shall be the responsibility of the contractor submitting a proposal for this contract to ensure that all Subcontractors, Suppliers, and services that are incorporated into his proposal have received benefit of the minutes and any addenda that may be issued.

QUESTION:

1. Is there an Engineer's Estimate?

Response: To be included in Addendum No. 1

There were no additional questions.

Thank you for your participation and we look forward to your bid submission.

Meeting adjourned at 10:15 AM.

Prepared By: *Sandra Platt, Sr. Contract Specialist (JAXPORT)*



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REQUEST FOR QUALIFICATIONS

JPA CONTRACT NO.: C-1588A REHABILITATE UNDERDECK CONCRETE – PHASE 4

RESPONSE TO QUESTIONS

1. Reference Specification 00 10 00-4, 1.7 Project Phasing and Milestones, 540 Calendar Days to Substantial Completion from NTP. However MR-1, #4 states project time frame is 450 calendar days and SC-2 #1 Time for Completion states Contractor shall totally and finally complete all work not later than 450 calendar days after receipt of NTP. Article 3. Contract Time states 450 calendar days from Notice to Proceed (page 113 of 281). Please clarify the required schedule duration.

ANSWER: Time for Contract Completion shall be 540 calendar days. (See Addendum No. 01, Item No. 01).

2. Please provide the eleven (11) documents listed under the “Site- Specific References and Reports” located in Specification 01 10 00 – Summary.

ANSWER: See attachments 6, 7 & 8

3. Based on the contract documents, the Owner has/will obtain all State and Federal permits. Contractor is to obtain the City Building permit, only if temporary work is required. Therefore, please confirm the Contractor has no permits to obtain.

ANSWER: The City of Jacksonville does not require a permit to perform the underdeck repairs. Previous contractors have not had to obtain any permits.

4. Please extend the time for questions. Contractor has been in contact with the suppliers, however they are still reviewing documents and need additional time if clarifications are required.

ANSWER: See Addendum No. 01, Item No. 02.

5. Is there an Engineer’s Estimate?

ANSWER: JAXPORT’s Engineer’s Estimate is \$2,500,000.00

6. Reference Sheet S-3-600, the estimated repair quantity (length and width), this is specifically the damaged area only. Please clarify that the contractor must account for the additional width and length in order to meet the required “permitted spall patch configuration” shown on S-3-5001, #4.

ANSWER: The Contractor shall base its Bid on the volume quantities stated in the Bid Form. Stated quantities account for an estimate of the additional width and length requirements.

Actual payment will be based on field measured, Owner-approved units of repair work as stated in Part 4 of Specification Section 03 01 00.71.

7. Reference the spot non-structural welding in order to form an electrically continuous structure. What certifications must the welder have to perform this function?

ANSWER: Welders performing the spot non-structural welding shall be certified welders per AWS D1.1.

BIDDERS MINIMUM REQUIREMENTS
JAXPORT PROJECT NO.: T2021-02
JAXPORT CONTRACT NO.: C-1588A
REHABILITATE UNDERDECK CONCRETE - PHASE 4
TALLEYRAND MARINE TERMINAL

DATE: _____

Name of Bidder: _____

Address: _____

The following information is required in connection with your bid under Contract No. **C-1588A**.

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

2. Bidder is to furnish names and addresses of banks with which your firm maintains accounts, their telephone numbers and persons to contact.

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

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

4. Are you prepared to accomplish the work in accordance with the project time frame specified on page SC-2 as **540** calendar days?
 _____ yes/no

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

"REVISED" SPECIAL CONDITIONS

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

1. Time for Completion

The Contractor shall totally and finally complete all work not later than **540** calendar days after receipt of Notice to Proceed.

2. Liquidated Damages

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

\$2,579.00 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.

"REVISED"

ARTICLE 3. CONTRACT TIME

1. Contract Time. Time is of the essence for all Work in this contract. The Contractor shall totally and finally complete the Work within **540** calendar days from Notice to Proceed date.
2. Liquidated Damages. Refer to "Special Conditions", Item 2.

ARTICLE 4. CONTRACT SUM

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

\$ _____

ARTICLE 5. PROGRESS PAYMENTS

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

ARTICLE 6. FINAL PAYMENT

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

ARTICLE 7. MISCELLANEOUS PROVISIONS

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