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June 27, 2023

ADDENDUM NO. 03
TO
SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR
INVITATION TO BID
BREASTING DOLPHINS – BERTH 22
DOLPHIN ADDITIONS
JPA CONTRACT NO. C-1790

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 CHANGE TO CONTRACT SPECIFICATIONS

Item No. 01

Reference General Conditions GC-16, SECTION II, THE WORK **3. Substantial Completion** and GC-30 SECTION IV, ADMINISTRATIVE, **3. Payments**, a. **REMOVE** and **REPLACE** with **REVISED** General Conditions GC-16, SECTION II, THE WORK, **3. Substantial Completion** and GC-30 SECTION IV, ADMINISTRATIVE, **3. Payments**, a. (See Attachment No. 02)

ATTACHMENTS TO CONTRACT SPECIFICATIONS

Attachment No. 01

Response to Questions

Attachment No. 02

REVISED General Conditions, Substantial Completion and GC-30, Payments a.

Acknowledgment of the following addenda is hereby made:

Addendum #3, Dated: _____ Initials _____

Company _____

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

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



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INVITATION TO BID

**BREASTING DOLPHINS – BERTH 22 DOLPHIN ADDITIONS
JPA CONTRACT NO. C-1790**

RESPONSE TO QUESTIONS

1. Will JAXPORT contract with a third party consultant to perform or assist with construction oversight, construction quality assurance, or construction inspection? If a consultant is used, will the consultant be the Engineer of Record or a different firm? If different from the EOR, please identify the consulting firm's name.

ANSWER: A third-party consultant and/or EOR will perform daily construction administration and support services on behalf of the Owner. The firm(s) will review technical submittals, RFIs, most quality control test results, and on-site inspection. It should be noted that the Contractor shall be responsible for his/her own quality control, testing, inspection, etc. Please refer to Specification Section 01 45 00 Contractor Quality Control for detailed requirements.

2. Will piling repairs #11 at B.5, #16 at B.7, and #17 at B-4 be restricted by vessel occupancy?

ANSWER: Yes. See sheet G-4, Construction Sequencing Note number 3.b: "REPAIR WORK ON PILE ROWS A AND B MAY NOT OCCUR WHILE A VESSEL IS AT BERTH".

3. Specification Section 35 05 61.01 paragraph 3.02 requires that all piles be predrilled to El. -75 ft. Specialty drilling contractors are refusing to consider quoting predrilling for battered piles in the given conditions. Please confirm whether predrilling is, or is not, required. Will the punching and jetting methodology used during the construction of the Berth 22 wharf as noted within Addendum 2 be acceptable in lieu of predrilling for this project?

ANSWER: For bidding purposes, the Contractor shall assume that predrilling is required per Specification Section 35 05 61.01 paragraph 3.02.

SECTION II.: THE WORK

3. Substantial Completion

The Substantial Completion, as defined in the "Definitions" of Section I.1. g, will be initiated in writing by the Contractor and/or the Owner for the purpose of making available the stated Work, or a specified part thereof, for its intended use. The Owner and the Contractor will conduct an inspection of the stated Work for compliance with the contract documents. The Owner will have prepared a written Punch List of all items and/or the deficiencies for the Work covered by the Certificate of Substantial Completion, the Punch List shall also include an estimated cost to complete each item on the list. The Owner and Contractor shall collectively review the Punch List and estimated costs within 30 calendar days (may be extended to 45 calendar days for projects with an estimated cost of \$10 million or more) of reaching substantial completion and use all reasonable effort to mutually agree on the Punch List and associated estimated costs. If there is a good faith dispute as to the Punch List and estimated costs, Owner reserves the right to retain any amounts required to complete the Punch List at its discretion, in compliance with Florida Statutes. The Punch List shall become a part of the Certificate of Substantial Completion and must be completed prior to final acceptance of the Work. If the Owner agrees that the Work is ready for occupancy, a Certificate of Substantial Completion will be prepared by the Owner on the form included in the contract documents. The Statement shall be completed in its entirety and shall be signed by the Engineer, Contractor, Tenant and Owner, where applicable. The Owner and Contractor agree to work cooperatively in the event the Punch List must be supplemented based on the disclosure of defective or incomplete work.

SECTION IV.: ADMINISTRATIVE

3. Payments

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

- a. Payment will be made once each month in the amount of 95 percent of the value of completed Work, based on contract prices of labor and materials incorporated in the Work and of materials suitably stored at the site thereof for incorporation in the Work, as estimated or approved by the Owner's representative less the aggregate of previous payments. Within twenty (20) business days after the development of the Punch List, as defined above, and after receipt of a proper invoice or payment request, Owner, through the Project Manager, will pay the remaining balance of the contract, including any remaining retainage less an amount equal to 150% of the estimated costs to complete the items on the Punch List. *See* §§ 218.735(7)(e) and 255.077(4), Fla. Stat. Final

REVISED GENERAL CONDITIONS

payment, will be made after closeout of the Work has been satisfactorily completed and all requirements of the contract documents have been fulfilled. Florida Statutes do not require Owner to pay or release any amounts that are subject of a good faith dispute made in writing pursuant to the contract or are the subject of a claim brought pursuant to § 255.05, Florida Statutes.