

REQUEST FOR PROPOSALS

RFP No. AE-1935A



DESIGN-BUILD FOR NEW JFRD FIRE STATION 48 AT BIMT

RFP DUE DATE: MONDAY, JUNE 17, 2024 AT 2:00 PM (ET)

Jerrie Gunder, Sr. Contract Specialist

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PROCUREMENT SERVICES

2831 Talleyrand Avenue, Jacksonville, Florida 32206

JAXPORT.com/procurement/active-solicitations

REQUEST FOR PROPOSAL
DESIGN-BUILD JFRD FIRE STATION 48 AT BIMT
CONTRACT NO. AE-1935A

PUBLIC NOTICE

The Jacksonville Port Authority is soliciting Requests for Proposals (RFPs) for a Design-Build firm to design, permit, furnish, and construct elements necessary for the new FS48 for occupancy and use by the Fire & Rescue Department on JAXPORT's property at Blount Island Marine Terminal.

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 AND TECHNICAL PROPOSALS

MONDAY, JUNE 17, 2024 AT 2:00 PM (ET)

via "ZOOM Meeting" at:

<https://us02web.zoom.us/j/84812962036?pwd=ODZIMGhvUm9TVEVNVUhsOkdUZ2FpOT09>

MEETING ID: 848 1296 2036 – PASSCODE: 027969

SUBMISSION OF PRICE PROPOSALS

Note: ONLY competitive range qualified proposers will be invited, under a separate invitation key, to submit a price proposal

THURSDAY, JULY 11, 2024 AT 2:00 PM (ET)

via "ZOOM Meeting" at:

<https://us02web.zoom.us/j/89910101219?pwd=OThZTENsWWRJZUdIM0VDVhZRUfXUT09>

MEETING ID: 899 1010 1219 – PASSCODE: 573598

MANDATORY PRE-PROPOSAL MEETING / SITE VISIT

WEDNESDAY, MAY 29, 2024 AT 10:00 AM (ET)

via "ZOOM Meeting" at:

<https://us02web.zoom.us/j/81055191351?pwd=WDgzY2Z0amRLZ09MMWpwb1ZQS1BrQT09>

MEETING ID: 810 5519 1351 – PASSCODE: 658219

MANDATORY SITE VISIT AT 3:00 PM (ET)

(ACC Parking Lot, 9620 Dave Rawls Blvd., Jacksonville, FL 32226)

PROPOSAL CONTENTS AND FORMAT

Interested proposers shall prepare and electronically submit, RFP packages consisting of proposer REQUIREMENTS as listed below, and any other information required in order to be considered for award of this project. JAXPORT no longer accepts any bid packages submitted by mail or hand delivery. Please visit the JAXPORT's website at www.jaxport.com for more information and updates. RFP packages received via email, fax, or hand delivery will be declared nonconforming and will not be read or accepted.

1. The RFP package (**SOQ & Technical Proposal**) shall contain all information pertaining to the **Proposer's Qualifications and Technical Proposal**. This PDF file shall read as follows:

“AE-1935A SOQ and Tech Proposal”

The electronically submitted documents 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.
 - g. Exhibit “E” – E-Builder Form
 - h. Bidders Representation and Authorization – Written Statement (Only if necessary).
2. The RFP package (**Price Proposal**) shall contain the **signed Form PPF-1 through PPF-3, and any other information required** to be submitted by the specifications. This PDF file shall read as follows:

“AE-1935A Price Proposal”

The electronically submitted documents shall contain the following information:

- a. Bid bond for 5 percent of the amount of the bid (See SECTION II - PRICE PROPOSAL / BONDS).
- b. SEB Form 1, “Schedule of Subcontractor/Sub-consultant Participation”.

The above described packages shall be electronically submitted on two separate dates as follows:

SUBMISSION OF QUALIFICATIONS AND TECHNICAL PROPOSALS

MONDAY, JUNE 17, 2024 AT 2:00 PM (ET)

SUBMISSION OF PRICE PROPOSALS

Note: ONLY competitive range qualified proposers will be invited, under a separate invitation key, to submit a price proposal

THURSDAY, JULY 11, 2024 AT 2:00 PM (ET)

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 jerrie.gunder@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 jerrie.gunder@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: _____



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“D” - CONTRACTOR CERTIFICATION, SCRUTINIZED COMPANIES	CCRSC
“E” - E-BUILDER FORM	EB-1
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PROPOSAL RELATED FORMS

PRICE PROPOSAL FORM	PPF-1 TO PPF-3
BID BOND FORM	BBF-1 TO BBF-2
SEB FORM 1 - SCHEDULE OF SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION	SEB FORM 1

CONTRACT RELATED DOCUMENTS

GENERAL CONDITIONS	GC-1 TO GC-43
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REQUIRED LIMITS OF INSURANCE	RLI-1 TO RLI-3
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
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PERFORMANCE BOND	PB-1 TO PB-4
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SCOPE OF WORK

SCOPE OF WORK	PAGE 1 TO 66
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ATTACHMENTS

- NO. 1 - HOW TO SUBMIT YOUR BID RESPONSE IN E-BUILDER
- NO. 2 - APPENDIX A
- NO. 3 - APPENDIX B
- NO. 4 - FS48 CAD FILES (*See Attachments in E-Builder Documents*)

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 for this Vertical/Architectural JFRD Fire Station 48 project.

The scope of work will include, but is not necessarily limited to design, permit, furnish, and construct elements necessary for the new FS48 for occupancy and use by the Fire & Rescue Department on JAXPORT's property at Blount Island Marine Terminal, utilizing their best skill and expertise to perform the following services and tasks: design, 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.

This project will be awarded utilizing an Adjusted Score Design-Build delivery method.

B. RECEIPT AND OPENING OF PROPOSALS

The RFP package (**Qualifications and Technical Proposal**) will be received by Procurement Services until **2:00 PM (ET)**, on **MONDAY, JUNE 17, 2024**, at which time they shall be opened via "ZOOM Meeting" at:

<https://us02web.zoom.us/j/84812962036?pwd=ODZ1MGhvUm9TVEVNVUhsOkdUZ2FpOT09>

MEETING ID: 848 1296 2036 – PASSCODE: 027969

The RFP package (**Price Proposal**) will be received by Procurement Services until **2:00 PM (ET)**, on **THURSDAY, JULY 11, 2024**, at which time they shall be opened via "ZOOM Meeting" at:

<https://us02web.zoom.us/j/89910101219?pwd=OThZTENsWWRJZUdIM0VDVhZRUxUT09>

MEETING ID: 899 1010 1219 – PASSCODE: 573598

Note: ONLY competitive range qualified proposers will be invited, under a separate invitation key, to submit a price proposal

C. MANDATORY PRE-PROPOSAL / SITE VISIT

To ensure that all Proposers are fully informed of the requirements for this Contract, a Mandatory Pre-Proposal meeting will be held on **WEDNESDAY, MAY 29, 2024** at **10:00 AM (ET)**, via "ZOOM Meeting" at:

<https://us02web.zoom.us/j/81055191351?pwd=WDgzY2Z0amRLZ09MMWpwb1ZOS1BrQT09>

MEETING ID: 810 5519 1351 – PASSCODE: 658219

A MANDATORY SITE VISIT of the facility is scheduled on **WEDNESDAY, MAY 29, 2024** at **3:00 PM (ET)**. Proposers are to meet in the parking lot of the ACC Building, located 9620 Dave Rawls Blvd., Jacksonville, FL 32226.

Failure to attend the MANDATORY Pre-Proposal and Site Visit 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 Proposers meet the below qualifications listed. JAXPORT will then evaluate 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 Procurement Services 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. SOQs must receive a passing evaluation on every criterion to be considered responsive.

Statement of Qualifications Evaluation Criteria	PASS/FAIL
<p>A. Proposer’s History Summarize Proposer’s history, length of time in the construction business, types of services offered and direct experience in providing design-build services over the past five (5) years.</p>	PASS/FAIL
<p>B. Proposer’s Engineer of Record Identify the individual (and their employer if not an employee of 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 this individual has at least five (5) years of experience providing engineering services for design of projects of similar scope and size.</p>	PASS/FAIL
<p>C. Licensed Contractor Identify the construction contractor and provide their Florida contractor’s license number. Provide evidence that the contractor has constructed similar facilities (including site prep and utilities) in the past five (5) years.</p>	PASS/FAIL
<p>D. Project Staffing Provide an organizational chart showing all key personnel and key subcontractors proposed for the work. Include resumes for the project manager and superintendent. Resumes may not exceed two (2) pages per individual. Resumes should identify each individual’s firm, the individual’s qualifications for their assigned role, and document that the individual possesses experience in design-build of metal building systems.</p>	PASS/FAIL
<p>E. Experience Modification Rate (EMR) List your firms EMR for the last three (3) years and provide documentation. Proposer’s average EMR over the past three (3) years must be less than 1.3. Proposer’s with an average EMR greater than 1.3 will be disqualified.</p>	PASS/FAIL

(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 in the electronically submitted documents. 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 and as outlined in **EXHIBIT F**. The maximum possible score is 100 points.

Technical Proposals Evaluation Criteria	Points Value
<p>A. Team Experience Proposer shall provide a detailed discussion of the team’s overall experience with the design and construction of fire stations or similar design build projects. Provide information as to the availability of the key staff.</p>	10
<p>B. Project Approach The DBF shall provide a detailed discussion and plan of DBF’s approach to the project that includes design and construction of the proposed FS48. This discussion should include the but is not limited to, design and construction of fire stations and similar facilities, proposed foundation and site issues, design and installation of utilities, maintenance of traffic, work sequencing, permitting requirements, and coordination plans.</p>	50
<p>C. Schedule Proposer shall discuss its preliminary schedule for design and construction of the project. The schedule should demonstrate an understanding of operational and site constraints, long-lead time material procurements, and coordination with JAXPORT reviews.</p>	15
<p>D. Safety Proposer shall discuss its safety plan for the construction phase. Provide examples where the safety plan has been successfully implemented on past projects.</p>	15
<p>E. Quality Control Proposer shall discuss its design and construction quality control processes. Include information on how these processes were successfully implemented on past projects. Also, discuss the designer’s processes to ensure design does not exceed budget.</p>	10
TOTAL	100 Points

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 in the electronically submitted documents. 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 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, 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).

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

- 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. 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.

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- 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

<u>Proposer #1</u>	<u>Proposer #2</u>	<u>Proposer #3</u>
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 RFP. 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. SMALL & EMERGING BUSINESS (SEB) PARTICIPATION GOAL

JAXPORT has determined that the SEB participation is 10 percent (10%) JSEB/DBA/SBA/MBE/WBE for this project. SEB participation in the specified percentage must be met in order to satisfy this requirement, or good faith efforts submitted to demonstrate why the goal could not be achieved, in accordance with ARTICLE V, Section 5.10.

G. REQUEST FOR PROPOSAL - SCHEDULE OF EVENTS

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

	SCHEDULE OF EVENTS	DATE
1	Release RFP to General Public	Thursday, May 16, 2024
2	Mandatory Pre-Submission Meeting, “10:00 AM (ET)”	Wednesday, May 29, 2024
3	Deadline for Questions, “12:00 PM (ET)”	Monday, June 3, 2024
4	Receipt of RFP Package (SOQ/Technical Proposal), “2:00 PM (ET)”	Monday, June 17, 2024
5	Oral Presentation/Interviews (if necessary)	TBD
6	Receipt of RFP Package (Price Proposal), “2:00 PM (ET)”	Thursday, July 11, 2024
7	Recommendation for Award Notification	Thursday, July 11, 2024
8	Awards Committee Review	Wednesday, July 17, 2024
9	Issue and Execute Agreement	July 2024
10	Issue Notice to Proceed	July 2024

H. CONTACT PERSON

Questions regarding this RFP must be submitted in writing to: Jerrie Gunder, Sr. Contract Specialist of Procurement Services, via email; jerrie.gunder@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 **MONDAY, JUNE 3, 2024 at 12:00 PM (ET).**

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, 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 Procurement Services prior to the receipt of the RFP package (SOQ and Technical Proposal). It is each proposer's sole responsibility to verify that they have received all addenda in sufficient time to properly evaluate the contents before submitting an

RFP Package (SOQ, Technical and Price Proposals). 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 package (SOQ and Technical Proposal) 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 may result in rejection of the Proposers RFP package.**

PLEASE VISIT <https://www.jaxport.com/procurement/active-solicitations/> PRIOR TO THE SUBMITTAL DATE TO DETERMINE IF ANY ADDENDA HAVE BEEN RELEASED ON THIS RFP.

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SECTION II – REQUEST FOR PROPOSAL SUBMISSION, FORMAT AND BONDS

A. PROPOSAL SUBMISSION

Statements of Qualification, Technical Specification and Price Proposal and all required supplemental material as described in “Proposer Contents and Format”, must be submitted in **PDF Format Only** through E-Builder. RFP packages and supplemental documents submitted through email or fax will not be accepted or considered. **JAXPORT no longer accepts any RFP packages submitted by mail or hand-delivery. Please visit JAXPORT’s website at www.jaxport.com for more information and updates.**

The RFP package (SOQ & Technical Proposal) PDF file name should read **“AE-1935A SOQ and Technical Proposal”**

**SOQ’S AND TECHNICAL PROPOSALS MUST BE SUBMITTED THROUGH E-BUILDER,
PRIOR TO 2:00 PM (ET), MONDAY, JUNE 17, 2024**

The RFP package (Price Proposal) PDF file name should read **“AE-1935A Price Proposal”**

PRICE PROPOSALS MUST BE SUBMITTED THROUGH E-BUILDER,

Note: ONLY competitive range qualified proposers will be invited, under a separate invitation key, to submit a price proposal

PRIOR TO 2:00 PM (ET), THURSDAY, JULY 11, 2024

“How to Submit Your Bid Response in E-Builder” is provided as **“Attachment 1”**. For additional instructions on how to navigate in E-Builder, click the below link to access the **“Bidders Portal Instructional Training Video”**:

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

RFP package (SOQ and Technical Proposal) must be submitted prior to **2:00 PM (ET), MONDAY, JUNE 17, 2024** and RFP package (Price Proposal) must be submitted prior to **2:00 PM (ET), THURSDAY, JULY 11, 2024**. The E-Builder submit button will deactivate at exactly **2:00:00 PM (ET)** and you will not be permitted to submit your proposal, regardless of where you are in the process. Please plan accordingly.

Any Proposals received after the above stated time and date will not be considered. It is the sole responsibility of the Proposer to have its Proposal submitted to JAXPORT as specified herein on or before the above date and time. For the purpose of the RFP, a proposal is considered delivered when

confirmation of delivery is provided by E-Builder and all required documents have been uploaded. Proposers must ensure that its electronic submission in E-Builder can be assessed and viewed at the time of the proposal opening. JAXPORT will consider any file that cannot be immediately accessed and viewed at the time of the proposal opening (including, but not limited to, encrypted files, password protected files, or incompatible files) to be blank or incomplete, as context requires, and, therefore, unacceptable. Proposers will not be permitted to unencrypt files, remove password protections, or resubmit documents after proposal opening to make a file viewable if those documents are required with proposal. All expenses for submitting Proposals to JAXPORT are to be borne by the Proposer and will not be borne, charged to or reimbursed by JAXPORT in any manner or under any circumstance.

The SOQ 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 SOQ and Price Proposal must be signed by an individual with the authority to bind the Proposer. The signature of the Authorized Representative on the both packages 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 pages, exclusive of a one (1) page cover letter. Text shall be a minimum font size of ten (10).

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.
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 pages for all five (5) sections of evaluation criteria listed below. Text shall be a minimum font size of ten (10). **The Written Technical Proposal should include bold capitalized headings for each Technical Evaluation Criteria A thru E 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 an Oral Presentation / Interview. 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.

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, permitting, and construction elements

necessary for the new FS48 for the occupancy and use by the Fire & Rescue Department on JAXPORT's property at Blount Island Marine Terminal. The total lump sum price shall include all costs for design, 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.

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 MAY 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 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 the opening of proposals, any checks submitted as guaranty by proposers who are not among the first two lowest score conforming Proposers will be returned. Checks submitted by the remaining Proposers will be returned after execution of the Agreement and submittal of the required bonds 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.

The bid bond provided by the Owner of the Property/Contracting Public Entity may be utilized (see Form BBF). Surety's standard bond form for State of Florida is acceptable. Refer also to "Surety Bonds" of the "General Conditions."

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 MAY 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.

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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 32206 and on JAXPORT's website at www.jaxport.com. For information concerning when the project(s) will be submitted for award, contact JAXPORT's Procurement Services at telephone (904) 357-3455, 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; 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/>

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 RFP package "SOQ and Technical Proposal" at the time the package 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 RFP package "SOQ and Technical Proposal" at the time the package 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

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 has not, within the last five (5) years, had a delinquent obligation to the State or any other governmental authority, including a claim for liquidated damages under any other contract.

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- 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.

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- 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 shall fully comply with the 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 with the RFP package “SOQ and Technical Proposal” at the time the package 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 RFP package “SOQ and Technical Proposal” at the time the package is submitted.**

N. RELATION TO 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 bonafide 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 JAXPORT 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 JAXPORT, a certified copy of the Professional Liability Insurance coverage. The required policies shall contain a provision that JAXPORT 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 JAXPORT. 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 JAXPORT'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 JAXPORT. 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 Sr. Contract Specialist. If the question or comment deals with subject matter that is outside of the responsibility of the Sr. Contract Specialist, 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 Sr. Contract Specialist 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 appointed and elected officials of JAXPORT.

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 IdentoGo TSA’s Universal Enrollment Service Center.

TWIC: Universal Enrollment Centers

The Jacksonville Universal Enrollment Center is located at: 2121 Corporate Square Blvd. Building A, Suite 165, Jacksonville, FL 32216. The office hours are Monday-Friday: 09:00 AM –11:00AM / 12:00PM- 6:00 PM, 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 9620 Dave Rawls Blvd. Jacksonville Fl. 32226 (Brick Building next to the Main Gate concourse). Hours of operation are Monday-Friday 7:30AM-4:30PM. The JAXPORT Business Purpose Credential is issued at no cost but expires at the end of the contract provisions.

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

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

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

33 CFR 105.215-Security training for all other facility personnel. All other facility personnel, including contractors, whether part-time, full-time, temporary, or permanent, must have

knowledge of Maritime security measures and relevant aspects of the TWIC program, through training or equivalent job experience.

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

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

TWIC Escort Provisions

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

Contractor deliveries from Non-TWIC vendors may be escorted by JAXPORT approved Prime Contractor escorts. The prime contractor will be required to submit a request for TWIC Escort privileges to accesscontrol@jaxport.com . 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 at Tariff rate with advanced notice (Minimum 24 hours). After review of the Contractors operation; JAXPORT will decide the number of escorts required

to meet the federal regulation ratios of TWIC escort per non-TWIC worker. This will be based on operational requirements.

JAXPORT TWIC Escort Tariff Fees are published in JAXPORT's Tariff Schedule. Current rates are: Mon.-Fri. 7:00 a.m. until 6:00 p.m. Subject to two hour minimum \$125.00 first two hours; \$125.00 each additional two-hour block thereafter. After 6:00 p.m. until 7:00 a.m. weekends, holidays Subject to two hours minimum \$250.00; \$125.00 each additional two-hour block thereafter.

Examples:

1. One TWIC Escort for an 8-hour day is \$501.00 (= 4 TWIC Credentials)
2. One TWIC Escort for 1 5-day work week is \$2505.00 (= 20 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.

V. ELECTRONIC DATA REQUIREMENTS (E-BUILDER)

A. General Requirements:

- a) Contractor must purchase at a minimum one (1) user license (see Section 21. H. for details) from JAXPORT and shall provide at a minimum, the following to its staff:
 - i. Computer: Minimum Intel Pentium® 4 Processor 2.4 GHz or equivalent processor with 512MB of RAM; recommended Centrino Duo® Processors 1.6 GHz or equivalent with 2GB of RAM, or higher.

-
- ii. Computer Operation System: Windows XP, Windows Vista, or Windows 7
 - iii. Web Browser: Microsoft Internet Explorer 9
 - iv. Work and Spreadsheet Processors: Microsoft Office Word, Excel and Outlook
 - v. Scheduling Software: Microsoft Project or Primavera
 - vi. Internet Service Provider: A reliable ISP in the area of the Project
 - vii. Connection Speed/Minimum Bandwidth: DSL, ADSL or T1 Line for transferring a minimum of 3 Mbps Downstream and 512 Kbps Upstream

b) Contractor shall provide its management personnel assigned to this Project with access to personal computers and the Internet on a daily basis.

B. Project Web Requirements; Use of e-Builder Enterprise:

This project will utilize a web-based project management tool called e-Builder Enterprise™. This web-based application is a collaboration tool, which will allow all project team members continuous access through the Internet to important project data as well as up to the minute decision and approval status information.

Contractor shall conduct Project controls, outlined by JAXPORT and the Project Manager, utilizing e-Builder Enterprise™. No additional software will be required. Furthermore, the JAXPORT Engineering and Construction department will assist Contractor in providing training of personnel.

Contractor shall have the responsibility for visiting the Project web site on a daily basis, and as necessary to be kept fully apprised of Project developments, for correspondence, assigned tasks and other matters that transpire on the site. These may include but are not limited to: Contracts, Contract Exhibits, Contract Amendments, Drawing Issuances, Addenda, Bulletins, Permits, Insurance & Bonds, Safety Program Procedures, Safety Notices, Accident Reports, Personnel Injury Reports, Schedules, Site Logistics, Progress Reports, Daily Logs, Non-Conformance Notices, Quality Control Notices, Punch Lists, Meeting Minutes, Requests for Information, Submittal Packages, Substitution Requests, Monthly Payment Request Applications, Supplemental Instructions, Construction Variation Directives, Potential Variation Orders, Variation Order Requests, Variation Orders, and the like. All

supporting data including but not limited to shop drawings, product data sheets, manufacturer data sheets and instructions, method statements, safety MSDS sheets, Substitution Requests and the like will be submitted in digital format via e-Builder Enterprise™.

C. Electronic File Requirements:

In addition to the standard closeout submittal requirements detailed elsewhere in the Contract Documents, the Contractor shall also submit all closeout documents including all “As-Built Drawings”, catalog cuts and Owner’s Operation and Maintenance manuals in digital format. All documents (including as-built drawings) shall be converted or scanned into the Adobe Acrobat (.PDF) file format and uploaded to e-Builder Enterprise™.

e-Builder Enterprise™ is a comprehensive Project and Program Management system that JAXPORT has implemented for managing documents, communications and costs between the Contractor, Design Consultants and Owner. E-Builder Enterprise™ includes extensive reporting capabilities to facilitate detailed project reporting in a web-based environment that is accessible to all parties and easy to use.

D. Central Document Vault:

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

E. Communication/Correspondence:

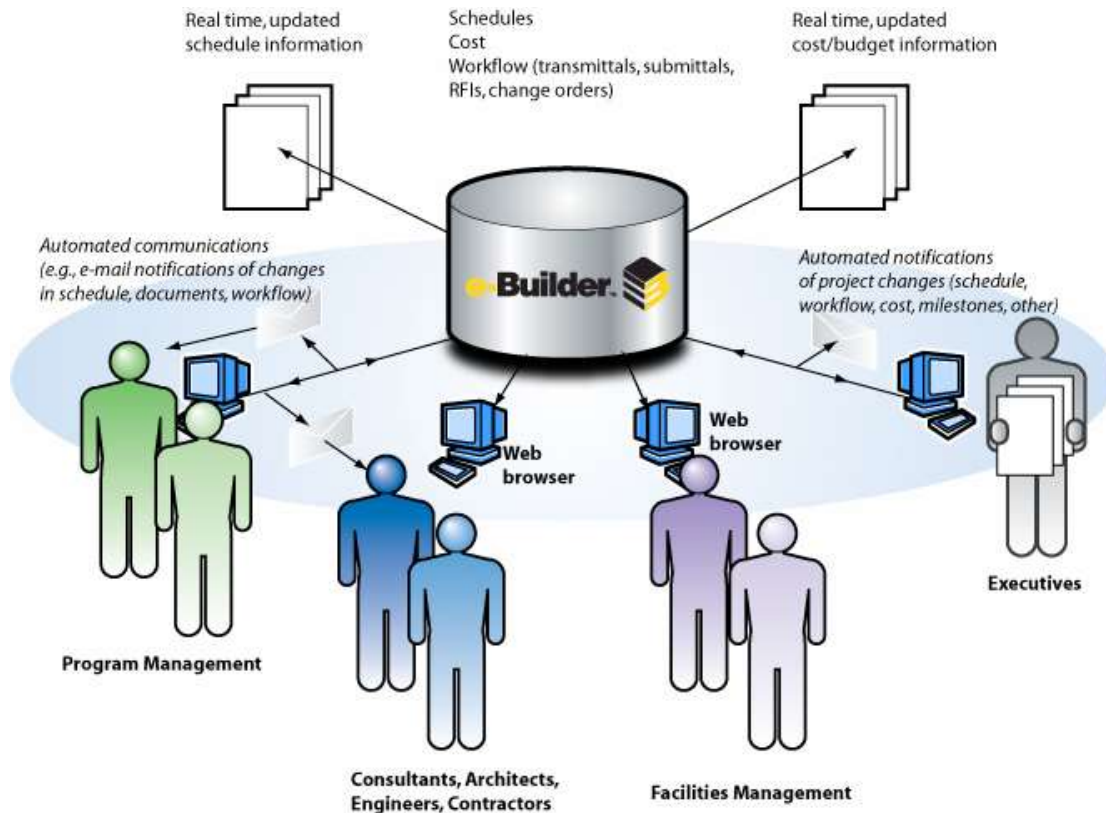
e-Builder provides electronic routable communication forms that provide historical tracking, documentation, and increased accountability of project members.

F. Project Calendars:

Meetings will be scheduled and maintained centrally on e-Builder Enterprise™.

G. Reporting:

All of the project and program data including documents, communications and costs are accessible through integrated online reports. These reporting tools are completely configurable by each user. All reports can be exported to Excel for added flexibility.



E-BUILDER LICENSING REQUIREMENTS

H. E-Builder Enterprise™ User Licenses:

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

- All hosting, operation, maintenance and data backup of the e-Builder Enterprise™ software and documents which are maintained in state-of-the-art data centers located throughout the United States.
- Quarterly e-Builder Enterprise™ software enhancements
- Unlimited phone, email and web-based support 24-hours:

The cost for licenses that the Contractor will need to acquire will be \$1,800.00 per user, per license year and shall remain in effect for a minimum of one year from license activation. Payment must be

in the form of a check; payable to JAXPORT for the number of licenses needed by the Contractor and will be collected prior to the Notice-to-Proceed.

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

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W. 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

Proposer must execute either Section I or Sections II and III, hereunder, as required by Chapter 112 of the Florida Statutes. Failure to execute either Section I or Section II and Section III may result in the rejection of this bid / proposal.

SECTION I

I hereby certify that no public officer or employee of the Jacksonville Port Authority (JAXPORT) has a material financial interest or any business entity of which the officer, director or employee of the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the official's, director's or employee's spouse or child, or any combination of them, has a material interest in this contract.

"Material Interest" means direct or indirect ownership of more than 10 percent of the total assets or capital stock of any business entity.

Signature

Company Name

Name of Official (type or print)

Business Address

City, State, Zip Code

Date

EXHIBIT "A"

CONFLICT OF INTEREST CERTIFICATE

SECTION II

I hereby certify that the following named public official(s) and/or JAXPORT employee(s) having material financial interest(s) (in excess of 10%) in this company have each filed Section III (Public Official Disclosure) with the Jacksonville Port Authority, Office of the Chief Executive Officer, 2831 Talleyrand Avenue, Jacksonville, Florida 32206-0005 prior to the time of bid opening.

Name	Title or Position	Date of Public Official Disclosure Filing

Signature

Company Name

Name of Official (type or print)

Business Address

City, State, Zip Code

Date

EXHIBIT "A"

CONFLICT OF INTEREST CERTIFICATE

SECTION III (PUBLIC OFFICIAL DISCLOSURE)

JAXPORT requires that a public official who has a financial interest in a proposal or contract make a disclosure at the time that the proposal or contract is submitted or at the time that the public official acquires a financial interest in the proposal or contract. Please provide disclosure, if applicable, with proposal.

Public Official Signature: _____

Public Official Name: _____

Public Position Held: _____

Position or Relationship with Proposer: _____

Date: _____

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
ELECTRONIC DATA REQUIREMENTS (E-BUILDER)

Exhibit

JAXPORT CONTRACT NO.: AE-1935A

Contractor agrees to the following:

"The E-Builder system is for authorized users only. Unauthorized use of this system is strictly prohibited and may be subject to criminal prosecution. Use of this network constitutes consent to monitoring retrieval and disclosure of any information stored within the system for any purpose including criminal prosecution. Information contained within this system is confidential, intended for the licensed users and may contain information that is proprietary to the user, and/or privileged, confidential and/or otherwise exempt from disclosure under applicable state and federal law. Use by anyone other than the licensed users is not a waiver of any applicable privilege."

Signature

Company Name

Name of Official (type or print)

Business Address

City and State

Zip Code

EXHIBIT "F"

TECHNICAL PROPOSAL SELECTION CRITERIA FOR STEP ONE

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.

Proposers are encouraged to arrange their responses in a format that will facilitate ready review and evaluation of each proposal evaluation criterion.

Failure to provide adequate information on any written technical proposal selection criterion will result in lower scores.

The technical proposal evaluation criteria are as follows:

A. TEAM EXPERIENCE (MAXIMUM SCORE - 10 POINTS):

Provide concise information pertaining to professional qualifications, experience, and competence of the Design Build Team or individual firms of the Design Build Team as follows:

- Identify the lead organization and primary members of the Design Build Team. Name the DBF with whom JAXPORT will be contracting and identify if this will be a partnership, corporation, joint venture, etc.
- Provide an organizational chart of the DBF team describing the role and responsibilities of each team member. The organizational chart can be on 11"x17" paper. Identify all team members that are pre-qualified by JAXPORT as a Jacksonville Small Emerging Business.
- Provide proof of insurance and bonding capacity adequate to complete projects. (Appendix item)
- Provide proof of licensing including occupational license tax for all business entities and individual professional members of the DBF team. (Appendix item)
- The DBF team must include at a minimum the following Key Individuals in order for

the SOQ to be deemed technically responsive. Identify the Key Individuals and the business entities (firms) by which those individuals are employed. Provide a clear definition of the role and responsibility of each Key Individual relative to the member firm.

- Project Principal – The Project Principal (Director) shall be the primary person in charge of and responsible for delivery of the Project in accordance with the Design Build Contract requirements. The Project Principal must have full authority to make the final decisions on behalf of the DBF and have responsibility for communicating these decisions to the City of Jacksonville, Florida. The Project Principal must have at least ten (10) years of requisite experience and provide at least five representative projects.
- Lead Design Professional – The Lead Design Professional shall be in charge of and responsible for all aspects of the design of the Project and shall be a Florida Registered Engineer or Architect or Landscape Architect. The Lead Design Professional shall have a minimum of ten (10) years of post-registration experience in design of fire stations or similar public or private facility projects, including five (5) years of supervisory experience. The Lead Design Professional shall have coordination and project management responsibilities over the Project Design Team.
- Specialty Design Engineer, Architect, and Landscape Architect – The Specialty Design Engineers such as Civil, Traffic, Drainage, Structural, Electrical, as well as any other necessary design professional shall comprise the Project Design Team and be responsible for preparation of construction drawings, calculations and specifications in their respective specialty. Each Specialty Engineer and other design professional shall be licensed in the State of Florida with at least five (5) years of post-registration design experience. Each design professional shall provide at least five representative projects.
- Construction Manager – The Construction Manager shall report directly to the Project Principal and shall be responsible for the overall coordination of projects at each fire station location including participation in the design and primary on-site responsibility for construction. The Construction Manager shall have at least five years' experience in this role and provide at least five representative projects while serving as a Construction Manager or Site Superintendent.
- Design Quality Control Manager – The Design Quality Control Manager shall be responsible for assuring that the design of each project is in compliance with the requirements of the Design Build Contract. The Design Quality Control Manager shall be a Professional Engineer, Registered Architect, or Registered Landscape Architect licensed in the State of Florida and shall report directly to the Project Principal. The Design Quality Control Manager shall have at least 10 years of post-registration experience in design and construction. The Design Quality Control Manager will provide at least three (3) examples of requisite experience in this role.

- Construction Quality Control Manager – The Construction Quality Control Manager shall be responsible for assuring that all workmanship and materials are in compliance with the Design Build Contract Requirements. The Construction Quality Control Manager shall have at least ten (10) years of experience in building construction, utility construction, or other representative experience related to the project type offering. The Construction Quality Control Manager will provide at least three (3) examples or requisite experience in this role.
- All members and personnel of the Design Build Project Team shall hold licenses required for performing work on a specific project under the State of Florida or the City of Jacksonville law and ordinances including occupational tax licenses.
- Each construction superintendent shall have at least 10 years of experience in supervising fire stations or similar construction projects.
- Provide information demonstrating that the DBF personnel possess the required minimum qualifications specified in Item Design Build Firm’s design team shall have the necessary equipment and personnel to provide the design plans and specifications in a timely manner.
- Provide one-page resumes of the Key Individuals and other personnel that the Design Builder considers critical to the successful completion of the Project including all team members discussed above in the appendix.
- Modification to the Design Build Firm’s Team or Key Individuals and other personnel listed above is discouraged. The City will not approve requests for modification without justification. Examples of justification include changes in employment status, bankruptcy, inability to perform, organizational conflict of interest, or death of a team member. Replacement team members must be submitted to the City for approval demonstrating equivalent experience to the individual being replaced.
- For the Project Principal, Lead Design Engineer, and Construction Manager compose a list of projects that they managed in the past. Each list shall consist of a brief description of the each fire station project managed by each of them, name of the owner the work was performed for, the owner’s representative’s telephone number, total construction cost, duration of construction, and any unusual features.

In addition to experience provided by key staff member, the DBF should provide concise information describing:

- For the DBF including the Design Build team, provide information demonstrating the firm's qualifications for performing work included in this RFP. The information shall consist of a list of the Designer-Builder’s project experience working together on

municipal projects of similar type, size and complexity over the last five (5) years.

- Provide a separate list of design and construction projects performed by members of the DBF team for JAXPORT and JFRD. (This information may be included in the appendices and will not be counted against the 25-page limit.)
- For each project listed, provide:
 - A brief description of the project,
 - Name of owner for whom the work was performed,
 - Name, title, and phone numbers of owner's representatives who can verify and discuss the firm's participation in these projects.
- Provide brief answers and explanations to the following questions:
 - Has any member of the DBF team defaulted and/or been terminated on any project within the last (5) years?
 - In the past five (5) years, has any member of the DBF team been suspended, debarred, disqualified from bidding, or declared ineligible for work by any entity or are any such action pending against them?
 - How many contract claims were submitted in the past five (5) years by members of the DBF team and how were they resolved?
 - Does any member of the DBF team have active projects that are behind schedule? If so, why are the projects behind schedule?
 - Has any member of the DBF team been assessed erosion and sediment control violations and/or fines within the last five (5) years?
 - Within the last five (5) years, how many projects were constructed by the Design Builder's team that were completed three (3) or more months before the target completion date of these projects? Provide details.
- Provide the current National Council on Compensation Insurance (NCCI) Experience Modification Rate (EMR) for each DBF team member and all major sub-contractors. Note that the minimum acceptable EMR rating cannot exceed 1.0. If the EMR rating submitted is more than 1.0, the respondent will be regarded as nonresponsive.
- Provide concise information pertaining to the DBF team's ability to provide adequate personnel, equipment, and facilities in order to provide required design, construction, and quality control services for the Project.

B. PROJECT APPROACH (MAXIMUM SCORE - 50 POINTS):

The DBF will discuss their approach to the project related to both the design and construction. The design discussion should include general design procedures.

Provide a project specific approach narrative that describes the DBF's approach to meeting the requirements of design criteria as outlined in this RFP. The approach should specifically include:

- Listing of design submittals and breakout of each design package
- Conceptual design drawings at 30% level of completion
- Discussion of site investigation and data collection efforts
- Summary of environmental permitting approach
- Description of design document management

Provide a project specific approach to meet the construction requirements of the construction criteria outlined in this RFP. The approach should specifically include:

- Approach to procurement of subcontractors
- Approach to management of subcontractors
- Identification of project risks and mitigation approach

C. SCHEDULE (MAXIMUM SCORE - 15 POINTS):

Provide resource loaded schedule in GANNT chart format that relays the design and construction schedule for the project. Show major milestones for completion and submission of design submittals including JAXPORT review periods. Show milestones for construction activities including the commencement of construction through final completion and commissioning.

D. SAFETY (MAXIMUM SCORE - 15 POINTS):

DBF shall submit a detailed project specific safety plan for executing the work. The safety plan shall include design efforts related to site investigations and data collection. The safety plan shall include general procedures for site safety and how the DBF will comply with all relevant local, state, and federal safety regulations and standards. Discuss procedures for hazard identification, risk assessment, and implementation of control measures. Additionally, the DBF should detail the use of personal protective equipment (PPE), site security, traffic management, and procedures for regular safety audits and reporting. The contractor must demonstrate their capability to manage and mitigate construction-related risks effectively and ensure a safe working environment for all personnel involved in the project.

E. QUALITY CONTROL (MAXIMUM SCORE - 10 POINTS):

The Quality Control Program is a critical component of the design and construction of the Project. It

represents assurances to JAXPORT that the DBF is executing in accordance with the contract documents. JAXPORT will provide the quality assurance and independent testing, but the established Quality Control Program is the backbone for which JAXPORT will gauge compliance. JAXPORT shall negotiate the provisions of the acceptable Quality Control Program and finalize it prior to contract award.

Describe how the DBF proposes to incorporate JAXPORT's quality assurance requirements into his/her Quality Control Program.

JAXPORT's quality assurance requirements consist of the following elements:

- Design Reviews by JAXPORT, JFRD, and/or design consultants hired by JAXPORT at the 30%, 60% and 100% design completion stages or as determined by JAXPORT's PM.
- Permits and Inspections required by local, state, and Federal regulatory agencies.
- Reviews and Approvals by Utility Companies.
- Submittal Reviews by the Department of Public Works or designated consultant.
- Regular Construction Inspections performed by the Department of Public Works or designated consultant.
- Construction Material Testing conducted by the City's Testing Consultant.

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EXHIBIT "G"

"General Decision Number: FL20240202 04/19/2024

Superseded General Decision Number: FL20230202

State: Florida

Construction Type: Building

County: Duval County in Florida.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	01/12/2024

2 03/15/2024
3 04/19/2024

ASBE0013-001 05/15/2023

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 28.00	12.30

CARP0702-001 08/01/2020

	Rates	Fringes
CARPENTER (Includes Drywall Hanging and Form Work).....	\$ 23.63	13.30

ELEC0177-004 01/01/2023

	Rates	Fringes
ELECTRICIAN (Includes Low Voltage Wiring).....	\$ 32.31	14.20

PAID HOLIDAYS: New Year's Day, Memorial Day, 4th of July,
Labor Day, Thanksgiving Day, The Day after Thanksgiving and
Christmas Day.

ELEV0049-001 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 46.83	37.335+a+b

FOOTNOTE:

- a. Employer contributions 8% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 years; Employer contributions 6% of regular hourly rate to vacation pay credit for employee who has worked in business less than 5 years.

- b. Paid Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans' Day, Thanksgiving Day; The Friday after Thanksgiving Day; and Christmas Day.

ENGI0487-021 07/01/2016

	Rates	Fringes
OPERATOR: Crane All Cranes 160 Ton Capacity and Over.....	\$ 33.05	9.20
All Cranes Over 15 Ton Capacity.....	\$ 32.05	9.20
OPERATOR: Forklift.....	\$ 23.25	9.20
OPERATOR: Mechanic.....	\$ 32.05	9.20
OPERATOR: Oiler.....	\$ 23.50	9.20

IRON0402-001 10/01/2023

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 27.75	15.27

PLUM0234-006 09/21/2023

	Rates	Fringes
PLUMBER.....	\$ 35.09	16.50

PLUM0234-011 09/21/2023

	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe and Unit Installation).....	\$ 35.09	16.50

SFFL0821-004 01/01/2024

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 32.03	23.01

* SHEE0435-003 04/01/2024

	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct Installation).....	\$ 28.31	16.15

A: Holiday Pay: New Year's Day, Memorial Day, July Fourth,
Labor Day, Thanksgiving Day, Day after Thanksgiving and
Christmas Day

* SUFL2014-010 08/16/2016

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 17.38	0.00
IRONWORKER, REINFORCING.....	\$ 22.81	11.58
IRONWORKER, STRUCTURAL.....	\$ 17.66	4.49
LABORER: Common or General, Including Cement Mason Tending...	\$ 13.62 **	0.00
LABORER: Pipelayer.....	\$ 13.73 **	1.07
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 14.44 **	1.40
OPERATOR: Bulldozer.....	\$ 15.40 **	1.90
OPERATOR: Grader/Blade.....	\$ 18.97	0.00
OPERATOR: Loader.....	\$ 14.83 **	1.84
OPERATOR: Roller.....	\$ 14.43 **	4.78
PAINTER: Brush, Roller and Spray.....	\$ 15.62 **	2.05
ROOFER.....	\$ 16.99 **	0.00
TILE SETTER.....	\$ 18.01	0.00

TRUCK DRIVER: Dump Truck.....\$ 13.22 ** 2.12

TRUCK DRIVER: Lowboy Truck.....\$ 14.24 ** 0.00

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

=====
** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this

classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests

for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

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

=====

END OF GENERAL DECISION"

PRICE PROPOSAL FORM
JAXPORT PROJECT NO.: B2024.01
JAXPORT CONTRACT NO.: AE-1935A
DESIGN-BUILD JFRD FIRE STATION 48 AT BIMT
BLOUNT ISLAND MARINE TERMINAL

BIDDER'S NAME: _____

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. **AE-1935A**, at the following price:

Scope of Work: The work shall include but not be limited to design, permit, furnish, and construct elements necessary for the new FS48 for occupancy and use by the Fire & Rescue Department on JAXPORT's property at Blount Island Marine Terminal, utilizing their best skill and expertise to perform the following services and tasks: design, 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.

A. BASE BID LUMP SUM		
Item Number	Description	Lump Sum
1	Design and Permitting	\$
2	Mobilization / Demobilization (60% / 40%)	\$
3	General Conditions	\$
4	Civil Sitework	\$
5	Construct Firestation Building	\$
A. SUM OF ALL BASE BID LUMP SUM WORK (ITEMS 1 - 5)		\$
B. OWNER'S OPTION LUMP SUM		
Item Number	Description	Lump Sum
6	800 Amp Service - Design & Construction	\$
B. SUM OF ALL OWNER'S OPTION ITEMS (ITEM 6)		\$
BID SUMMARY		
C. TOTAL BASE BID: SUM OF ALL LUMP SUM ITEMS (LINE A) Items 1 - 5		\$
D. OWNERS OPTION: SUM OF ALL LUMP SUM ITEMS (LINE B) Item 6		\$
E. TOTAL BID AMOUNT (LINES C + D) Items 1 - 6		\$

(Submission of more than one bid form for the same work by an individual, firm, partnership or corporation under the same or different names and/or any alterations, exceptions or comments contained within the bid form shall be grounds for rejection of the bid)

Basis of Award: The Authority reserves the right to award this contract to the bidder whose adjusted score is the lowest based on the **Total Base Bid Lump Sum (Items 1-5) and Owner's Option (Item 6)**, subject to the availability of appropriated funds.

PRICE PROPOSAL FORM
JAXPORT PROJECT NO.: B2024.01
JAXPORT CONTRACT NO.: AE-1935A
DESIGN-BUILD JFRD FIRE STATION 48 AT BIMT
BLOUNT ISLAND MARINE TERMINAL

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

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

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

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

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

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

PRICE PROPOSAL FORM
JAXPORT PROJECT NO.: B2024.01
JAXPORT CONTRACT NO.: AE-1935A
DESIGN-BUILD JFRD FIRE STATION 48 AT BIMT
BLOUNT ISLAND MARINE TERMINAL

Name of Contractor

AUTHENTICATION (see "Supplemental Instructions to Bidders")

Firm

Business Address

City

State

Zip Code

Mailing Address, if different from above

Authorized Signature

Date Executed

Typed Name

Title

Telephone Number

Facsimile Number

Company Federal Tax I.D. No.

Company's Business License No.

BID BOND FORM
JAXPORT PROJECT NO.: B2024.01
JAXPORT CONTRACT NO.: AE-1935A
DESIGN-BUILD JFRD FIRE STATION 48 AT BIMT
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.: B2024.01
JAXPORT CONTRACT NO.: AE-1935A
DESIGN-BUILD JFRD FIRE STATION 48 AT BIMT
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

JACKSONVILLE PORT AUTHORITY
“Schedule of SubContractor/Sub-Contractor Participation”

Name of Bidder: _____

Project Title: _____

BID Number: _____

TOTAL BASED BID AMOUNT: _____

****Please list all JSEB/MBE/WBE/DBE/SBA's first**

NAME SUB FIRM CONTRACT PERCENTAGE	ADDRESS OF FIRM	TYPE SUB (JSEB/MBE/WBE/DBE/SBA)	TYPE OF WORK TO BE PERFORMED	TOTAL VALUE & \$\$
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

CONTRACTOR/SUBCONTRACTOR/SUPPLIER TOTAL VALUES		
Hispanic, Asian-American Participation Total Values:	\$	% of contract
African-American Participation Total Value:	\$	% of contract
Native-American Participation Total Value:	\$	% of contract
Woman Participation Total Value:	\$	% of contract
Other Socially and Economically Disadvantaged Individual Including JSEB	\$	% of contract

The undersigned will enter into a formal Agreement with the SEB Suppliers/Contractors/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: _____

Sworn to and subscribed before me, this _____ day of _____, 20 _____

NOTARY PUBLIC STATE OF: _____

MY COMMISSION EXPIRES: _____

 PRINTED, TYPED OR STAMPED
 COMMISSIONED NAME OF NOTARY PUBLIC



JACKSONVILLE PORT AUTHORITY

JPA FPN #: B2024.01

CONTRACT RELATED DOCUMENTS

FOR

DESIGN-BUILD JFRD FIRE STATION 48 AT BIMT

Contract No.: AE-1935A

BLOUNT ISLAND MARINE TERMINAL

CONTRACT RELATED DOCUMENTS

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GENERAL CONDITIONS

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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:

Brandon Braziel, Project Manager
JACKSONVILLE PORT AUTHORITY
ENGINEERING & CONSTRUCTION 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.

GENERAL CONDITIONS

- 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.

GENERAL CONDITIONS

- 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.

GENERAL CONDITIONS

- d. Subcontracted work volume may reflect the JSEB/MBE/DBE/WBE/SBE 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

- 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.

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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.

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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 affect 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

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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 electronically in E-Builder; 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 electronically in E-Builder.

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

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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.

Contractor shall submit a minimum of six (6) sets, plus additional sets as required by his Subcontractors, of each shop drawing Submittal for review.

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

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

Where professional calculations and/or certification of performance criteria of materials, systems, and or equipment are required, the 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, unless such exceptions,

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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 disturbed by the Contractor shall be restored at his expense.

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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 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

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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.

- e. 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.
- f. 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.
- g. 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.
- h. 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.
- i. 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.
- j. Heavy equipment shall not be operated close enough to new or previously existing structures to cause damage, disturbance or displacement.
- k. The Contractor shall provide qualified and acceptable personnel to organize,

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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.

- l. 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.

- m. 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 circumstances or conditions the Work may be permitted to resume.

Whenever the Work is suspended by the Owner for reasons other than the

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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.

- n. 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.
- o. 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 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 electronically in E-Builder with full

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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.

- p. 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, 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

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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 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

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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.

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 electronically in E-Builder to the Owner a listing or schedule of testing it proposes to conduct for informational purposes. Results of such tests as performed by the Contractor shall be furnished electronically in E-Builder to the Owner within 48 hours of such testing, for information. No separate payment will be made by the Owner for any testing accomplished by the Contractor but the cost thereof will be considered as included in the overall contract price for the related items of Work.
- 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.

5. Time

- a. All time limits stated in the contract documents shall be consecutive calendar days unless otherwise stated.

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- 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 electronically in E-Builder which are required under this contract, or separately warranted by the manufacturers. Final payment shall be withheld from the Contractor until all warranty documents have been furnished to the Owner. All warranties shall be issued consistent with the requirements of these contract documents.

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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 electronically in E-Builder 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. The Owner will also require a complete breakdown of all costs that will be experienced by Contractor and all sub-tier contractors. Single line statements are not acceptable. The breakdown of costs may include, but are not limited to:

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

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

Additional equipment costs on change orders: For any machinery or special equipment (other than Small tools), including fuel and 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 40% of the "Rental Rate Equipment Watch or an amount less than" for the time the equipment is directed to standby and remain on the project site, to be calculated as indicated below. The equipment rates will be based on the latest edition (as of the date the work to be performed begins) of the "Rental Rate Equipment Watch for Construction Equipment" or the "Rental Rate Equipment Watch for Older Construction Equipment or an amount less than," whichever is applicable, as published by Equipment Watch, Penton Media, Inc. (version current at the time of bid), using all instructions and adjustments contained therein and as modified below. On all projects, the Engineer will adjust the rates using regional adjustments and Rate Adjustment Tables according to the instructions in the Equipment Watch.

Allowable Equipment Rates will be established as set out below:

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

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

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

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

The Monthly Rate is The Basic Machine Rate plus Any Attachments or

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

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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.

- a. 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 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

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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.

- b. 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 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

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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 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

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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, except as expressly stated within these Contract Documents.

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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 electronically in E-Builder complete facts as to the reason and total extent of the delay, including such documentation as may be reasonably required by the Owner. No time extension shall be granted for delays occurring more than 5 calendar days before written notification is made to the Owner, and no time extension shall be granted for any delay caused or occasioned 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 include a time impact analysis.
- c. No extensions of time will be granted due to Contractor's failure to protect

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

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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.

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SECTION IV.: ADMINISTRATIVE

1. "As-built" Drawings and Equipment Manuals

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

- (1) Adobe Acrobat format (.pdf) – 1 complete set
- (2) Latest version of AutoCAD 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 electronically in E-Builder a complete set of operations and maintenance instructions together with the repair parts lists for all mechanical and electrical equipment. Those instructions shall be prepared and published by the manufacturer, and shall be delivered to the Owner prior to the final inspection. Final payment shall be withheld from the Contractor until such documents are furnished to the Owner.

2. Conferences

- a. Unless waived by agreement of both parties, a Preconstruction Conference will be held at a mutually convenient time as soon as is practicable following award of this contract; normally, within 21 calendar days thereafter. The Preconstruction Conference shall be attended by responsible representatives of the Owner, 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).

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- Quality control program.
 - 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 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 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.
- b. The Contractor shall submit electronically in E-Builder 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, through E-Builder 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

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- (2) Form AFP-2 Schedule of Values
- (3) Progress Schedule
- (4) JSEB/MBE/DBE/WBE/SBE Form 5
- (5) Narrative Report that addresses:

Work Performed

Work Planned

Problems

Open Issues

- (6) Photographs (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

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(Form SUBCOM); Contractors Affidavit to Owner (Form FCC); Consent of Surety to Final Payment (Form CONSUR), including valid Power of Attorney, and JSEB/MBE/DBE/WBE/SBE Form 5.

- g. No payment by the Owner shall be construed to be acceptance of defective Work or improper materials. Contractor warrants and guarantees that title to all work, materials, and equipment covered by any Application for Payment, whether incorporated into the Project or not will pass to the Owner at time of final payment, free and clear of all liens, 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

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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.

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.

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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

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- 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.
- c. Without limiting any of the other obligations or liabilities of the Contractor,

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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 04 13 Additional Insured – Owners, Lessees, or Contractors-

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

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- (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.
 - (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

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"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.
- (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,

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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, 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

GENERAL CONDITIONS

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.
- 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

GENERAL CONDITIONS

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.

- a. 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:

Contract Amount	Policyholder	Financial
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 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

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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.

- b. 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.
- c. 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.
- d. 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.
- e. 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 for the faithful performance of the Work shall be furnished in manner and form satisfactory to the Owner.

SPECIAL CONDITIONS

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SPECIAL CONDITIONS

The "Special Conditions" supplement and/or amend other contract documents as necessary for this project.

1. Time for Completion

The Contractor shall totally and finally complete all work no later than **365** 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:

\$4,687.00 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 false work, and of navigation.

9. Welding, Burning, and Hot-work Regulations

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

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

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

10. 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 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.

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

12. Federal Regulations and Requirements

- 1. Federal Requirements, Generally.** Contractor shall comply, and contractually require each subcontractor, vendor and supplier shall comply, with the federal requirements, including those set forth below. Contractor shall be solely responsible to oversee and ensure compliance with all such requirements, including the collection of documentation necessary to demonstrate compliance

to Owner or USDOT.

2. **Title VI, General Civil Rights Provision.** Contractor assures that it will comply with pertinent statutes, Executive orders, and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor from the initial solicitation through the completion of the Contract.
3. **Pursuant to the Grant Agreement, Exhibit B1, Appendix A, during the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:**
 1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally assisted programs of the U.S. Department of Defense, Office of Economic Adjustment (DOD), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
 2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.
 3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
 4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Bidder or DOD to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Bidder or DOD, as appropriate, and will set forth what efforts it has made to obtain the information.
 5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Bidder will impose such contract sanctions as it or DOD may determine to be appropriate, including, but not limited to a. withholding payments to the

contractor under the contract until the contractor complies; and/or b. cancelling, terminating, or suspending a contract, in whole or in part. 6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Bidder or DOD may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Bidder to enter into any litigation to protect the interests of the Bidder. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

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

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid Bidders, sub-Bidders and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation,

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- and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 - Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
 - Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq).

5. No Federal Government Obligation to Third Parties

The Contractor acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to Owner, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Agreement . The Contractor agrees to include the above clause in each subcontract for the Program. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

6. Program Fraud and False or Fraudulent Statements or Related Acts.

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Program. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the federally assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance, the Government reserves the right to impose

the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(I) on the Contractor, to the extent the Federal Government deems appropriate. Contractor agrees to include the above clauses in each subcontract for the Program. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

7. Records and Reports

- a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.
- b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Agreement for a period of at not less than five (53) years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c. Access to Records. The Contractor agrees to provide sufficient access to USDOT and its contractors to inspect and audit records and information related to performance of this Agreement as reasonably may be required. Contractor is hereby notified that Owner may be subject to the Single Audit Act, set forth in 2 CFR Part 200, Subpart F – Audit Requirements, as amended.
- d. Access to the Sites of Performance. The Contractor agrees to permit USDOT and its contractors access to the sites of performance under this contract as reasonably may be required.
- e. Contractor agrees to comply with federal regulations, "Transit Asset Management; National Transit Database," 49 C.F.R. parts 625 and 630, as applicable, and follow applicable federal guidance.
- f. The Contractor agrees to include the above clauses in each subcontract for the Program. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

8. Federal Changes

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

be subject to the provisions.

9. Davis Bacon Act and Compliance with Copeland Regulations

For this Contract, payment of predetermined minimum wages applies. The U.S. Department of Labor Wage Rates applicable to this Contract are listed in Wage Rate Decision Number(s) **FL20240202 hereby incorporated in as ATTACHMENT "A"** in Bid Related Documents. The Wage Rate Bulletin is subject to change up through ten days prior to the opening of bids. An addendum will be issued for any changes to the Wage Rate Bulletin.

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

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

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

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

(1) Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the

particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

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

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

(vi) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met: (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (2) The classification is utilized in the area by the construction industry; and (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination. (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

(2) Payrolls and Basic Records.

(a) Payrolls and basic records relating thereto will be maintained during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records will contain the name and address of each such employee, his correct classification, rates of pay (including rates of contributions or costs anticipated of the types described in Section 1(b)(2) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv)), that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits (29 CFR 5.5(a)(3)(i)). Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(b) The contractor will submit weekly, a copy of all payrolls to the Jacksonville Port Authority for availability to the Federal Grant Agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. The copy shall be accompanied by a statement signed by the

employer or his agent indicating that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the Secretary of Labor and that the classifications set forth for each laborer or mechanic conform with the work he performed.

(c) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following: (1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete; (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3; (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract. (D) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

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

(e) The prime contractor shall be responsible for submission of

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

(3) Apprentices and Trainees.

- (f) Apprentices: Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the contractor as to his entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe

benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved. The contractor or subcontractor will be required to furnish to the Jacksonville Airport Authority or a representative of the Wage-Hour Division of the U.S. Department of Labor written evidence of the registration of his program and apprentices as well as the appropriate ratios and wage rates (expressed in percentages of the journeyman hourly rates) for the area of construction prior to using any apprentices on the contract work. The wage rate paid apprentices shall be not less than the appropriate percentage of the journeyman's rate contained in the applicable wage determination (29 CFR 5.5(a)(4)(i)).

- (g) Trainees: Except as provided in 29 CFR 5.16 trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training. The ratio of trainees to journeymen shall not be greater than permitted under the plan approved by the Bureau of Apprenticeship and Training. Every trainee must be paid at not less than the rate specified in the approved program for his level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate, not registered and participating in a training plan approved by the Bureau of Apprenticeship and Training, shall be paid no less than the wage rate determined by the Secretary of Labor for the classification of work he actually performed. In addition, any trainee performing work

on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved. The contractor or subcontractor will be required to furnish the Jacksonville Port Authority or a representative of the Wage-Hour Division of the U.S. Department of Labor written evidence of the certification of his program, the registration of the trainees, and the ratios and wage rates prescribed in that program. In the event the Bureau of Apprenticeship and Training withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved (29 CFR 5.5(a)(4)(ii)).

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

(d) Application of 29 CFR Part 5.5 (a)(4). On contracts in excess of \$2,000, the employment of all apprentices and trainees as defined in 29 CFR 5.2 (c) shall be subject to the provisions of 29 CFR Part (a)(4)

(e) Enforcement:

i. The Federal Grant Agency shall promulgate the necessary regulations or procedures, for federally assisted construction programs for which it does not contract directly, necessary to ensure that contracts contain the provisions herein or such modifications thereof which have been approved by the Department of Labor. No payment, advance, grant, loan, or guarantee of funds shall be approved by the Federal Grant Agency after the beginning of construction unless there is on file with the Federal Grant Agency a certification by the contractor that he and his subcontractors have complied or that there is substantial dispute with respect to the required provisions (29 CFR 5.6(a)(1)).

ii. Enforcement activities, including the investigation of complaints of violations, to insure compliance with the requirements of these provisions shall be the primary duty of the Federal Grant Agency. The Department of Labor will coordinate its efforts with the Federal Grant Agency, as may be necessary to ensure consistent enforcement of the requirements of these provisions.

Enforcement of these provisions shall be in accordance with 29 CFR 56.

- (4) Compliance with Copeland Regulations. The contractor shall comply with the Copeland Regulations (29 CFR Part 3) of the Secretary of Labor which are herein incorporated by reference (29 CFR 5.5(a)(5)).
- (5) Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic received compensation at a rate not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (6) Violations, Liability for Unpaid Wages, Liquidated Damages. In the event of any violation, the contractor and any subcontractor responsible therefore shall be liable to any affected employee for his unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed, with respect to each individual laborer or mechanic employed in violation of this provision, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of 8 hours or in excess of the standard workweek of 40 hours without payment of the overtime wages required by this provision (29 CFR 5.5(c)(2)).
- (7) Withholding for Unpaid Wages and Liquidated Damages. The Federal Grant Agency may withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages ion (29 CFR 5.5(c)(3)).
- (8) Working Conditions. No contractor may require any laborer or mechanic employed in the performance of any contract to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his health or safety as determined under construction safety and health standards (29 CFR Part 1926) and other occupational and health standards (29 CFR Part 1910) issued by the Department of Labor.
- (9) Subcontractors. The contractor will insert in each of his subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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- (10) Contract Termination; Debarment. A breach of contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as provided in paragraph 5.6 of the Regulations of the Secretary of Labor as codified in 29 CFR 5.12.
 - (11) Compliance with Davis-Bacon and Related Act requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
 - (12) Disputes concerning labor standards - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives. (10) Certification of Eligibility (i) By entering into this contract, contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (iii) The penalty for making false statements is prescribed in 18 USC 1001.

10. Civil Rights and Equal Employment Opportunity.

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

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

- 1) **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA or USDOT may issue.
- 2) **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract

Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA or USDOT may issue.

- 3) **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA or USDOT may issue.
- 4) **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA or USDOT may issue.
- 5) **Sanctions for Noncompliance.** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Agreement, Owner shall impose such contract sanctions as it, USDOT or the USDOT may determine to be appropriate, including, but not limited to: withholding of payments to the Contractor under the Agreement until the Contractor complies and/or cancellation, termination or suspension of the Agreement, in whole or in part.
- 6) **Flow Down.** This requirement flows down to all subcontracts at every tier. In all solicitations made by the Contractor and all subcontractors, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified in writing by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the basis of race, creed, color, sex, sexual orientation, gender identity, national origin, religion, age, disability, or family status and that these same obligations extend to any subcontractor, supplier or lessor.

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided, advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding

paragraph 13. (1) and the provisions of paragraphs 13. (1) through 13. (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

The equal opportunity clause published at 41 CFR 60-1.4(a) and published at 41 CFR 601.4(b) in accordance with Executive Order 11246, "Equal Employment Opportunity" ([30 FR 12319](#), 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at [41 CFR part 60](#), "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." are incorporated herein by reference. In addition to those clauses, the following applies to all construction contracts in excess of \$10,000.

11. Health and Safety Requirements.

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

12. Clean Air and Clean Water Quality Standards.

- (1) Any other provision herein to the contrary notwithstanding, the contractor in carrying out work under this contract, shall at all times comply with all applicable state and federal air and water quality standards; with all

pollution control laws; and with such rules, regulations, and directives as may be lawfully issued by a local, state, or federal agency having within its jurisdiction the protection of the environment in the area surrounding where work under this contract will be performed. In addition, the contractor shall comply with directives given by the Project Engineer in implementation of the letter and intent of FAA Advisory Circulars, which can be obtained free of charge from Department of Transportation, Distribution Unit, TAD-484.3, Washington, D.C. 20590.

- (2) Contractors and subcontractors agree:
- (a) Not to use any violating facilities and that any facility to be used in the performance of the contract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities.
 - (b) To comply with all the inspection and other requirements of the Clean Air Act as amended and the Federal Water Pollution Control Act as amended and all regulations issued thereunder.
 - (c) That as a condition for award of the contract, it will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be utilized for performance of or benefit from the contract is a prohibited facility or is under consideration to be listed on the EPA List of Violating Facilities.
 - (d) To include or cause to be included in any contract or subcontract which exceeds \$150,000 at every tier the aforementioned criteria and requirements.
- (3) Contractor shall comply with all applicable standards, orders or regulations issued pursuant to Section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and other requirements of the Clean Water Act, as amended, 33 U.S.C. §§ 1251 – 1377. Contractor shall report each violation to JAXPORT and understands and agrees that JAXPORT shall, in turn, report each violation as required to USDOT and the appropriate EPA Regional Office. Contractor agrees to include these Clean Water requirements in all subcontracts over \$150,000 at every tier.

13. Contractor Purchased Equipment for State or Local Ownership

The OWNER does not allow.

14. Buy American Act

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

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

- (1) the Bidder may use a commercially available off-the-shelf item under 41 U.S.C. § 1907 regardless of its components if the item is manufactured in the United States;
- (2) the Bidder may use information technology that is a commercial item;
- (3) the Bidder may use foreign construction materials that are listed at 48 C.F.R. 25.104; and
- (4) the Bidder may use foreign construction materials if the USDOT has authorized their use under section 14(d).

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

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

- (1) applying the Buy American statute to the construction material would be impracticable or inconsistent with the public interest;
- (2) the construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality; or
- (3) the cost of domestic construction material is unreasonable.
The cost of a domestic construction material is unreasonable under section 14(d)(3) if the cost of that material exceeds the cost of comparable foreign material by more than 6 percent.

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

- (1) a description of the foreign and domestic construction materials;
- (2) unit of measure;
- (3) quantity;

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

(5) time of delivery or availability;

(6) location of the construction project;

(7) name and address of the proposed supplier;

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

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

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

(f) The Contractor acknowledges that:

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

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

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

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

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

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

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

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

“cost of components” means—

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

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

“domestic construction material” means—

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

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

(A) the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which no availability determinations have been made are treated as domestic; or

(B) the construction material is a COTS item.

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

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

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

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

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

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

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

16. Seismic Safety

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

17. Recovered Materials

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

18. ADA Access

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

19. Veterans Preference

To the extent practicable, the Contractor agrees to give a hiring preference to veterans (as defined in 5 USC § 2108) who have the skills and abilities required to perform construction work required for a capital project supported with funds made available or appropriated for 49 USC chapter 53; provided, however, the Contractor may not give a hiring preference to any veteran over any equally

qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability or a former employee. Contractor agrees to include the above clause in each subcontract for the Project.

20. Motor Carrier Safety

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

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

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

21. Safe Operation of Motor Vehicles

Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Owner. Contractor is further encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement. Contractor is also encouraged to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to

prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving. Contractor agrees to include the above clause in each subcontract for the Project.

22. Protection of Sensitive and Personally Identifiable Information

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

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

23. Trafficking Victims Protection Act of 2000 (TVPA)

Contractor agrees that it and its employees that participate in the Agreement, may not: Engage in severe forms of trafficking in persons during the period of time that the Agreement is in effect, procure a commercial sex act during the period of time that the Agreement is in effect, or Use forced labor in the performance of the Agreement or subagreements thereunder. Violation of this provision provides Owner the right to unilaterally terminate the Agreement. Contractor agrees to include the above clause in each subcontract for the Project.

24. Certification Regarding Federal Tax Liability and Recent Felony Convictions

By submitting a bid or otherwise attempting to enter into this Contract, the undersigned Contractor certifies that it:

- (a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely

manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

- (b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

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

25. Construction Site Safety

The Contractor agrees that it and its subcontractors at all tiers will comply with all federal laws, regulations, and requirements providing protections for construction employees involved in the Project or related activities, including the: (i) Section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3704, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq.; and (ii) U.S. DOL regulations, "Recording and Reporting Occupational Injuries and Illnesses," 29 C.F.R. part 1904; "Occupational Safety and Health Standards," 29 C.F.R. part 1910; and "Safety and Health Regulations for Construction," 29 C.F.R. part 1926.

26. Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this Agreement.

27. Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits OWNER from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system related to this Project. For this Project, the Contractor is prohibited from providing to Owner any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(2) Regarding this Project, Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits Owner on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.* In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to Owner immediately.

(e) *Flow down requirement.* Contractor agrees to include the above clause in each subcontract for the Project.

28. Foreign Market Restrictions

The Contractor shall not allow funds provided under this Contract to be used to fund the use of any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

REQUIRED LIMITS OF INSURANCE

Provide evidence of the Bidder's ability to provide the following minimum insurance coverage, either by means of an existing policy or other verifiable proof (such as a project specific endorsement or Agent/Broker commitment letter) from a company or companies authorized to do business in Florida and that have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A. M. Best Company. With respect only to Workers' Compensation/Employers' Liability Coverage, is authorized as a group self-insurer by Florida Statutes 440.57.

The Bidder shall be the Named Insured for all contractually-required insurance, with Jacksonville Port Authority; its Board of Directors; officers, officials, and employees as Additional Insured.

The submitted documentation shall demonstrate compliance with the following minimum indemnification and insurance requirements (inclusive of any amounts provided by an umbrella or excess policy) 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, the Longshoremen's and Harbor Workers' Compensations Act or any other coverages required by the contract documents which are customarily insured under Part One of the standard Workers' Compensation Policy.

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

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

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

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:

Each Occurrence	\$10,000,000
General Aggregate	\$15,000,000
Products/Completed Operations Aggregate	\$15,000,000
Personal and Advertising Injury	\$5,000,000 Each Occurrence
Bodily Injury and Property Damage	\$10,000,000 Each Occurrence
Fire Damage (any one fire)	Nil
Medical Expense (any one Person)	Nil

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

3. BUSINESS AUTO POLICY

Each Occurrence - Bodily Injury and Property Damage Liability Combined	\$5,000,000
Annual Aggregate (applicable only if Contractor's form of insurance is subject thereto)	\$15,000,000

with maximum deductible or self-insured retention in an amount not exceeding \$10,000. Any deductible or self-insurance retention should be indicated on the Bidder's certificate of insurance.

4. CONTRACTORS LIABILITY

Contractor shall obtain Contractors Liability coverage for property damage to structures with applicable sub-limits, or equivalent policy form to cover the course of construction in the amount of the completed value or full insurable value.

5. BUILDERS RISK

Contractor shall provide Builder's Risk coverage written on "All-Risk" coverage form for construction of or additions to above ground buildings or structures, with the minimum amount of insurance to be 100 percent of the completed value or full insurable value of

addition(s), building(s) or structure(s). Such coverage shall also include coverage for earthquake, flood, wind damage, water damage, surge, storm surge, named storms, soft costs, and delays with applicable sub-limits, or equivalent policy form to cover such in the amount of the completed value or full insurable value.

6. PROPERTY INSURANCE

Contractor shall obtain property coverage for all Contractor owned equipment and tools. Each loss may be subject to a deductible. However, losses up to the deductible amount shall be the responsibility of the Contractor. All tools and equipment not intended as part of the construction or installation will be the sole responsibility of the Contractor. Contractor shall provide an Installation Floater or similar property coverage for Contractor materials not yet installed, whether stored on-site or off-site or in transit with the minimum amount of insurance to be 100 percent of the value of such property or materials.

7. PROFESSIONAL LIABILITY

Contractor shall obtain professional liability coverage in conjunction with the planning, design, and construction of the Project with the minimum amount of insurance to be 100 percent of the completed value or full insurable value. Such coverage will include liability for interpretation of technical specifications, drawings, judgements, and decisions on matters of a technical nature as pertains to design and construction of the Project.

8. POLLUTION LIABILITY

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

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. Such coverage will include 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, clean-up 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 shall be named as additional insured.

9. UMBRELLA LIABILITY

\$10,000,000 per Occurrence

Minimum underlying coverages shall include Commercial General Liability, Automobile liability and Contractors Liability.

The umbrella coverage will have drop down insurance coverage.

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. Provide the risk manager with a blanket waiver of subrogation endorsement certificate.

Prior to commencing work, Contractor shall furnish JAXPORT Risk Manager with:

- Certificates of Insurance;
- Additional Insured Endorsement;
- Commercial General Liability Primary and Non-contributory endorsement;
- Waiver of Subrogation for Workers' Compensation, Marine General Liability, and Business Auto Liability, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth.

Contractor waives all rights against JAXPORT 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.

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

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

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

If the Contractor/Consultant maintains broader coverage and/or higher limits than the minimums shown above, the Owner requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor/consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Owner.

CERTIFICATE OF INSURANCE COMPLIANCE

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.

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

Longshoremen's and Harbor Workers' Compensation	Primary Issuer ID: _____	First Excess ID: _____	Second Excess ID: _____
	\$ _____	\$ _____	\$ _____

Commercial General Liability Limits	Primary Issuer ID: _____	First Excess ID: _____	Second Excess ID: _____
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)	\$ _____	\$ _____	\$ _____

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

Protection for Owner's Liability Limits	Primary Issuer ID: _____	First Excess ID: _____	Second Excess ID: _____
Each Occurrence			
Annual Aggregate			
Or Commercial General Liability Coverage Contains the Described Additional Insured Endorsement YES____ NO____			

Property Insurance Risk	Primary Issuer ID: _____	First Excess ID: _____	Second Excess ID: _____
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
APPLICATION FOR PAYMENT NO.

PROJECT NAME:
PROJECT LOCATION:
JPA CONTRACT NO: AE-1935A
CONTRACTOR:
APPLICATION PERIOD:

DATE:
A/E PROJECT NO.:

TO:

1. ORIGINAL CONTRACT SUM.....	\$
2. MODIFICATION BY CHANGE ORDERS.....	\$
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 (+/-)	
TOTALS: \$			TOTALS: \$			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.
=====			=====			

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)

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 FROM PREVIOUS APPLICATION (E + F)	THIS PERIOD	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		
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							\$0.00	#DIV/0!	\$0.00	\$0.00		
							\$0.00	#DIV/0!	\$0.00	\$0.00		
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							\$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		
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		
GRAND TOTALS							\$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 OF REPORT	TOTAL # OF TSPO'S ISSUED TO DATE	SUB-TOTAL MATERIAL TSPO'S ISSUED - SCHEDULED VALUE DEDUCT	TOTAL ESTIMATED SALES TAX	TOTAL TAX SAVINGS DEDUCTION (D + E)	TOTAL VENDOR'S PAID TO DATE PREV. PERIOD THIS PERIOD	TOTAL SALES TAX DEDUCTION TO DATE	TOTAL MATERIALS & TAXES RECEIVED AND STORED TO DATE (G + H + I)	BALANCE TO FINISH (F - J)	% OF PURCHASED MATERIALS COMPLETED (J ÷ F)			
		(\$)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00	\$0.00	
TOTALS (SEE TSPO REPORT)			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00	\$0.00	



AE-1935A
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.: AE-1935A
Project No.: B2024.01
DESIGN-BUILD JFRD FIRE
STATION 48 AT BIMT
Blount Island Marine Terminal**

Designed by CONSULTANT:

Jacobs Engineering Group, Inc.

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. **AE-1935A** 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 – **(10%)** JSEB/DBE/SBA/WBE/MBE

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 **365** 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

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: **AE-1935A**

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: DESIGN-BUILD JFRD FIRE
STATION 48 AT BIMT
Blount Island Marine Terminal**

ENGINEER:

ARCHITECT'S PROJECT NO.:

**PROJECT NO.: B2024.01
CONTRACT NO.: AE-1935A**

TENANT:

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 as 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).

Jacksonville Port Authority

OWNER BY _____ DATE _____

**CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT**

OWNER
ENGINEER
CONTRACTOR
FIELD
OTHER

PROJECT: **DESIGN-BUILD JFRD FIRE
STATION 48 AT BIMT
Blount Island Marine Terminal**

PROJECT NO.: **B2024.01**

CONTRACT NO.: **AE-1935A**

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: **Design-Build JFRD Fire Station 48 at BIMT**

Location: **Blount Island Marine Terminal**

Contract No(s): **AE-1935A**

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: _____

OWNERS SAFETY GUIDELINES

Project Name: **Design-Build JFRD Fire Station 48 at BIMT**

Location: **Blount Island Marine Terminal**

Contract No(s): **AE-1935A**

The safety items listed below is not intended as an exhaustive list of safety requirements but serves as a general guideline.

Safety Manual

The contractor is responsible to provide JAXPORT with an electronic copy of their jobsite specific safety manual that provides safety guidance on day to day work activities to reduce potential safety incidents at the jobsite.

Regulatory Requirements

The contractor and subcontractors will be responsible to:

- Comply with OSHA 29 CFR parts 1917 marine terminals, 1926 construction, 1910 general, 1926.59 hazardous communication standards "right-to-know".
- Post Material safety data sheets (MSDS) in work locations where contractor uses, or stores hazardous chemicals or substances as required by law.
- Contractor and subcontractor will comply with all environmental protection laws and regulations applicable to the jobsite, including those relating to the use of water, the release, discharge or disposal of wastes, the control of drainage, and the protection of vegetation, wildlife, habitats, or surroundings. Contractor and subcontractor shall also observe and comply with any environmental requirements made by JAXPORT in securing any permit or authorization for the jobsite.
- Communicate and wear OSHA required personal protective equipment when on the job site (i.e. reflective vests with Company's identification, gloves, hard hats, safety glasses, steel toe shoes, etc.).
- If applicable ensure that platforms and scaffolding conform to OSHA specifications and have decking, toe boards, mid and top rail, cross bracing, level pads and/or wheels and appropriate ladders for platform access. Ensure the use of continuous fall protection equipment (scaffolds and/or harnesses) when activities take place more than 6'-0" above a lower level or at such lower elevations as may be established for the work site.
- If it becomes necessary to have access to any openings or shafts or to remove handrails, contractor and or subcontractor shall ensure that the openings or shafts are protected in accordance with generally accepted practices and any applicable federal, state or local safety standards while the work is in progress, and that any covers or handrails previously removed by the contractor and or subcontractor are replaced before leaving the area.

OWNERS SAFETY GUIDELINES

Jobsite Requirement

- Contractor will provide safety barriers to clearly identify the working area to prevent others from accessing the work area. The safety zone shall be sufficiently sized to prevent damage to others or existing facilities and structures. Upon completion of the work, Contractor shall remove the safety barriers from the work area.
- Maintain clean work areas and secure and protect all work materials in accordance with safety requirements of generally recognized industry standards.
- Additional safety rules and/or measures may become necessary at any time due to near misses, change in jobsite location, etc.
- Familiarize and abide by JAXPORT safety rules for the jobsite.
- Communicate frequency of safety meeting with its employees and list the topics discussed with signatures of attendees. Such list shall be made available to JAXPORT upon request.
- Perform self-audits (safety assessments) at least monthly and document and provide findings to JAXPORT project management and Risk and Compliance manager upon request.

Incident/Emergency Response Plan

- As soon as possible, but no longer than 2 hrs. after the time of incident, advise JAXPORT of any incident resulting in injury or damage to any property. A written report of the incident will be submitted to the supervising JAXPORT Project Manager and JAXPORT's Manager of Risk and Compliance (904) 357-3083 within 24 hours. Daily updates will be provided to JAXPORT until an investigation is completed.
- Provide JAXPORT on-site management with an "emergency list" showing contractor's preferred company doctor, hospital, workers' compensation insurance company, and any other health care providers, such list to be updated within 24 hours of any change in the information provided. Contractor shall furnish its employees with first aid or refer employees with first aid injuries to its company doctor.

Audit and Training

- Contractor is responsibility to train, manage, supervise, monitor, and inspect contractors and subcontracted jobsite work activities enforcing compliance with all applicable federal, state, local laws and JAXPORT safety rules and requirements.
- Documentation of required training must be readily available and in compliance with OSHA requirements.
- JAXPORT personnel may audit contractors and subcontractor's safety processes/programs at the jobsite at any time and empowered to take necessary corrective action up to and including work stoppage for serious safety hazards.

OWNERS SAFETY GUIDELINES

EMPLOYEE SIGNATURE: _____

EMPLOYEE NAME: _____

NAME OF CONTRACTOR: _____

DATE: _____

PERFORMANCE BOND

BOND NO.: _____

As to the Contractor/Principal:

Name: _____

Principal Business Address: _____

Telephone: _____

As to the Surety:

Name: _____

Principal Business Address: _____

Telephone: _____

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

Name: _____

Principal Business Address: _____

Telephone: _____

Description of project including address and description of improvements:

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

WHEREAS, Contractor has by written agreement dated the _____ day of _____, 20____, entered into a contract with the JPA for **Design-Build JFRD Fire Station 48, Blount Island Marine Terminal** all of said work to be done in strict accordance with any advertisement for bids for said work and done in strict compliance with the drawings and specifications for said work and requirements of the JPA proposal and award therefore and of the contract and all documents included as a part of the contract (hereinafter referred to collectively as the "Contract"), all of which are by reference made a part hereof to the same extent as if fully set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall: (1) Promptly and faithfully perform said Contract; and (2) perform the guarantee of all work and materials furnished under the Contract for the time specified in the Contract; and (3) pay the JPA all losses (including delay and disruption damages), expenses and costs, that the JPA sustains because of a default by Contractor under the Contract; then this obligation shall be null and void; otherwise it shall remain in full force and effect.

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

PROVIDED further that, whenever Contractor shall be, and declared by the JPA to be in default under the Contract, the JPA having performed the JPA's obligations hereunder, the Surety shall, at the JPA's sole option, either:

(1) Within fourteen (14) days of notice of elected option by the JPA, remedy the default and pay the JPA all losses, actual damages (including delay and disruption damages), expenses, costs, and statutory attorney's fees, including appellate proceedings, pursuant to Section 627.756, Florida Statutes, that the JPA sustains because of a default by Contractor under the Contract and will save the JPA harmless on account of all claims and damages to persons, property or premises arising from delay in meeting either milestone dates or the Contract completion date; or

(2) Award a bid contract with a completion contractor and issue notice to proceed within twenty-one (21) days of notice by the JPA to the Surety of the default of Contractor and demand by the JPA for Surety to complete the Contract. Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible qualified bidder, or, if the JPA elects, upon determination by the JPA and the Surety jointly of the lowest bidder and the JPA, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the responsible qualified bidder, arrange for a contract between such balance of the contract price, including other

losses, actual damages (including delay and disruption damages), expenses, costs and statutory attorney's fees, including appellate proceedings, pursuant to Section 627.756, Florida Statutes, for which the Surety may be liable hereunder. The term "balance of the contract price" as used in this paragraph, shall mean the total amount payable by the JPA to Contractor under the Contract and any amendments thereto, less the amount properly paid by the JPA to Contractor; or

(3) Within fourteen (14) days of notice of elected option by the JPA, tender to the JPA the full amount necessary in order for the JPA to completely perform and carry out completion of the Contract in accordance with its terms and conditions and in order to save the JPA harmless on account of all claims and damages to persons or property, and pay the JPA for all losses, actual damages (including delay and disruption damages), including those arising from delay in meeting either milestone dates or the Contract completion date, expenses, costs and statutory attorney's fees, including appellate proceedings, pursuant to Section 627.756, Florida Statutes.

PROVIDED further that, the Surety shall save the JPA harmless from any and all damages, including expenses, costs, contractual damages, injury, negligence or default, patent infringement and actual damages (including delay and disruption damages) and assessments which may arise by virtue of any defects in work or materials within a period of one (1) year from the date on which the JPA makes final payment under the Contract.

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

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

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

ATTEST:

ATTEST:

By: _____ By: _____
Its Its
AS PRINCIPAL

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

ATTEST:

ATTEST:

By: _____ By: _____
Its Its
AS SURETY

NAME OF AGENT: _____

ADDRESS: _____

TELEPHONE NO: (____)_____ **FACSIMILE NO:** (____)_____

Countersigned:

By: _____ **Bond I.D. No:** _____
State of Florida

Name of Firm: _____

Address: _____

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

CONTRACT NUMBER AE-1935A
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 **AE-1935A Design-Build JFRD Fire Station 48, 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.



SCOPE OF WORK

FOR

DESIGN-BUILD JFRD FIRE STATION 48 AT BIMT

JPA FPN #: B2024.01

Contract No.: AE-1935A

BLOUNT ISLAND MARINE TERMINAL

Design Criteria Construction Document Fire Station 48

Document no: EGXN0900-10
Version: 3

JAXPORT
AE-1935A

Fire Station 48 Design Build Criteria
April 24, 2024

Design Criteria Construction Document Fire Station 48

Client name: JAXPORT
Project name: Fire Station 48 Design Build Criteria
Client reference: AE-1935A
Document no: EGXN0900-10
Version: 3
Date: April 24, 2024
Project no: EGXN0900
Project manager: Max MM Mozo
Prepared by: Max MM Mozo
File name: Design Criteria and Construction Document Station 48 Rev 2

Document status: *[Document suitability – Delete row if not applicable]*

Document history and status

Version	Date	Description	Author	Checked	Reviewed	Approved
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2	3/22/2024	FINAL				
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Acronyms and abbreviations

A/EOR	Architect/Engineer of Record
A/E	Architect/Engineer
AASHTO	American Association of Highway Transportation Officials
ACS	Access Control System
ADA	Americans with Disabilities Act
AHC	Architectural Hardware Consultant
AHJ	Authority Having Jurisdiction
AHU	Air Handling Unit
ANSI	American National Standards Institute
APD	Air Pressure Drop
ASCE	American Society of Civil Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society of Testing Materials
ATO	Automatic Throw Over switchgear
ATS	Automatic Transfer Switch
A/V	Audio/Visual
BIM	Building Information Modeling
BFE	Base Flood Elevation
BMS	Building Management System
CADD	Computer Aided Design/Drafting
CCTV	Closed-circuit Television
CEI	Construction Engineering and Inspection

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CMU	Concrete Masonry Unit
CO	Certificate of Occupancy
COJ	City of Jacksonville
CQCP	Construction Quality Control Plan
CPM	Critical Path Method
CSI	Construction Specifications Institute
D-B	Design-Build
DBF	Design Build Firm
DBS	Design Build Services
DCCD	Design Criteria and Construction Documents
DDC	Direct Digital Control
DOR	Designer of Record
DQMP	Design Quality Management Plan
EMT	Electrical Metallic Tubing
ESS	Electronic Security System
FAC	Florida Administrative Code
FBC	Florida Building Code
FDC	Fire Department Connection
FDEP	Florida Department of Environmental Protection
FDOT	Florida Department of Transportation
FEMA	Federal Emergency Management Agency
FHWA	Federal Highway Administration
FM	Factory Mutual
FPM	Feet Per Minute
FSO	Facility Security Officer

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FS	Florida Statutes
FSP	Facility Security Plan
GFCI	Ground Fault Circuit Interrupter
GPM	Gallon per Minute
HCM	Highway Capacity Manual
HP	Horsepower
HVAC	Heating, Ventilation and Air-Conditioning
HVHZ	High Velocity Hurricane Zone
IDF	Intermediate Distribution Frame
IDS	Intrusion Detection System
IES	Illuminating Engineering Society
IPLV	Integrated Point Load Value
IPTV	Internet Protocol Television
JFRD	Jacksonville Fire and Rescue Department
KIP	1,000 pounds
LAN	Local Area Network
LED	Light Emitting Diode
LEED	Leadership in Energy and Environmental Design
LPD	Lighting Power Density
MAX	Maximum
MDF	Main Distribution Frame
MEOR	Mechanical Engineer of Record
MERV	Minimum Efficiency Reporting Value
M/E/P	Mechanical/Electrical/Plumbing
MIN	Minimum

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MOT	Maintenance of Traffic
MOW	Maximum Observed Water
MUTCD	Manual on Uniform Traffic Control Devices
NAD83	North American Datum of 1983
NAP	Network Access Point
NAS	Network Analysis System
NC	Noise Criterion
NEC	National Electric Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
NFRC	National Fenestration Rating Council
NGVD29	National Geodetic Vertical Datum of 1929
NIC	Not in Contract
NMFS	National Marine Fisheries Services
NOA	Notice of Acceptance
NOAA	National Oceanic and Atmospheric Administration
NPLV	Non-standard Part Load Value
NTP	Notice to Proceed
OFW	Outstanding Florida Water
O&M	Operations and Maintenance
OSP	Outside Plant
PROWAG	Public Right of Way Accessibility Guidelines
PSIM	Physical Security Information Management system
PSF	Pounds per Square Foot
PTZ	Pan, Tilt, Zoom

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QAE	Quality Assurance Engineering
RCC	Remote Command Center
RCP	Reflected Ceiling Plan
RDBS	Request for Design Build Services
RFP	Request for Proposal
SA/RA	Secured Area/Restricted Area
SF	Square Foot
SJRWMD	St. Johns River Water Management District
SPA	CBP Secondary Processing Area
SSHBC	FDOT Standard Specifications for Highway and Bridge Construction
STC	Sound Transmission Class
SWMP	Stormwater Management Plan
TBD	To Be Determined
TCO	Temporary Certificate of Occupancy
Ton	U.S. Ton; 2,000 pounds
UPS	Uninterruptible Power Supply
USACE	U.S. Army Corp of Engineers
USCG	U.S. Coast Guard
USFWS	U.S. Fish and Wildlife Services
USGBC	U.S. Green Building Council
VAV	Variable Air Volume
VE	Value Engineering
VECP	Value Engineering Change Proposal
VSS	Video Surveillance System
WAP	Wireless Access Point or Wireless Application Protocol

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WF	Waterfront
Wi-Fi	Wireless LAN

Other abbreviations and acronyms may be defined in other portions of this DCCD.

1. Introduction

This document contains the design and construction criteria for the design and construction of the new Fire Station 48 (FS48) on JAXPORT property at Blount Island. The site is located on Blount Island Drive immediately south of the Blount Island Drive Bridge.

The scope of work required of a selected Design-Build Firm (DBF) for this Vertical/Architectural design-build project shall include, but it shall not be limited to, the following design, permitting, and construction elements necessary for the new FS48 for the occupancy and use by the Fire & Rescue Department.

The fire station site will consist of one fire station building with Living Quarters and an Apparatus Bay area. In addition, there are Supporting Function Spaces located with the Living Quarters area such as the Main Entrance / Porch, Bunker Gear Stowage, Laundry / Extractor and Storage Rooms, Mechanical and Electrical Rooms, and Telecommunications Room.

The Apparatus Bay area will consist of three (3) bays where fire trucks, rescue (EMS) ambulances and other equipment are stored. The Fire Station shall be designed to comply with the JFRD and will include the following features:

- Grading and Paving, including but not limited to entrance and emergency exit driveways for the Apparatus Bay, parking areas for employees and general public, and on-site / off-site sidewalks as necessary to meet functional and regulatory requirements.
- The Drainage & Storm water Management System shall be designed, permitted and constructed in compliance with the project functional requirements as well as regulatory requirements of the State of Florida and the City of Jacksonville.
- Utility Systems (on-site / off-site designed, permitted and constructed as it may be necessary based on the project requirements and availability statements from Utility Companies) including but not limited to water (domestic, landscape irrigation and fire protection), sewer (gravity with or without an on-site lift station and force main), 600 Amps electrical power service with min. 100 kW emergency generator minimum, telephone and TV cable service, and remote traffic signal control or off-site emergency traffic signal.
- A Storage Building and a Trash Enclosure
- Site illumination.
- A 30 feet aluminum flagpole.

This document contains the Design and Construction Criteria and is referred to as the Design Criteria and Construction Documents (DCCD) and it shall be used in accordance to the RFP issued with the overall project.

2. General Requirements

2.1 Design and Construction Criteria

The DBF shall be responsible for developing a complete set of final Contract Documents as described in the Request for Design Build Services and the Design Criteria and Construction Documents (DCCD) to provide a complete and fully function fire station. The DBF shall become familiar with all the documents presented in this DCCD. Design (Schematic) Drawings have been included along with other documents in the Attachments and the Reference Documents which provide additional details and information related to the Fire Station 48 (FS48).

The Design (Schematic) Drawings included in the Attachments shall be considered as the Basis of Design of the DCCD to demonstrate the intent of the design criteria for FS48. The schematic drawings and information in the DCCD on the sizes of individual rooms and spaces are included for informational purposes only. The rooms shall have the same dimensions as the rooms on the Fire Station 47 plans included in the reference documents (section 2.4) unless otherwise directed by JFRD. All elements included in Fire Station 47 will be included in Fire Station 48 unless otherwise directed by JFRD.

The DBF is to develop solutions in conformance with the written DCCD and the attached Architectural and Engineering Schematic Design Drawings. The final design shall adhere as closely as possible to the site layout, landscaping plans, floor plans, elevations, overall building sections, and Site Improvements. Any deviations from such shall be clearly indicated and must be approved by JAXPORT and JFRD prior to implementation.

The design shall be prepared in accordance with all applicable regulations, codes, manuals and guidelines (latest editions), and as per the construction milestones provided in the Agreement and this document. Plans shall be accurate, legible, and complete in design, and furnished in reproducible form, size, and material acceptable to JAXPORT.

The DBF shall have Florida Licensed Professional Architects and Engineers sign and seal all plans, specifications, calculations, Record Documents, and reports, and shall perform all professional requirements of the Architect of Record (AOR) and Engineer of Record (EOR).

Before construction activities may begin for a specific component, signed and sealed design plans and calculations supporting the design for that component must be submitted to JAXPORT for review and approvals. After approval by JAXPORT the Design- Builder shall obtain appropriate permits from the City of Jacksonville (COJ) building department and other agencies before any construction work can begin. The design shall also be routed through the 10-set review process as required by the COJ.

Component or construction package submittals shall be complete submittals along with all the supporting information necessary for review. The work must represent logical work activities and must show impacts on subsequent work on this FS48. Any modification to the component construction due to subsequent design changes as the result of design development is solely at the DBF's risk.

The DBF is solely responsible in the event that the design incorporates any design elements that present unusual permitting problems, any building system or product without an existing Notice of Acceptance (NOA) from COJ, problems with constructability, any requirement that only very specialized persons be involved creating shortages in labor, or unusual material specifications requiring sole source or other potentials for material unavailability or shortage.

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The release for construction by COJ or other permitting agency does not relieve the DBF of any liability or responsibility for errors or omissions in the plans.

The DBF shall be responsible for preparing and certifying the Final As-Built Plans / Record Document. The DBF shall have a Florida Licensed Professional Architect (AOR) and Engineer (EOR) sign and seal the Final As- Built / Record documents.

All design and construction documents shall be prepared using the U.S. Customary system of units (feet, pounds). Metric units may be also shown for the convenience of the DBF, but U.S. Customary units shall govern.

2.2 Level of Schematic Design Development

The schematic documents provided for FS48 have been developed to a level of completion ranging from concept to 30%. In addition, geotechnical investigations, surveys and wetland delineation have also been performed and documents provided.

In addition, the full set of Fire Station 47 drawings have been included as a basis for the development of FS48.

The design documents are included in the attachments and the reference documents are included in the reference section of this document. The Attachment documents are to be used to support and clarify this DCCD. They are to be considered as part of the DCCD and its stated requirements.

The reference documents are except as specifically set forth herein or in the DCCD, the Reference Documents are being provided for reference, background for the development of the Design Documents, and general information only. They are not being incorporated into and are not being made part of the DCCD, the contract documents, or any other document that is connected or related to the FS48 except as otherwise specifically stated herein.

No permit applications have been submitted for either the site or the building development. Submission of these are a requirement of the DBF.

2.3 Attachment Documents

If a conflict is noted between the DCCD and the Attachments, the DBF shall promptly notify JAXPORT for resolution. In general, unless otherwise noted, the written DCCD shall take precedence over the Attachments Documents. Jacksonville Fire and Rescue Department (JFRD or Department) Standards and Requirements, and any Local, State, or Federal codes and regulations shall take precedence over the DCCD.

No information contained in these documents shall be construed as a representation of any field condition or any statement of facts upon which the DBF can rely upon in performance of this contract.

All information contained in these Attachment Documents must be verified by a proper factual investigation. The DBF agrees that by accepting copies of the documents, any and all claims for damages, time or any other impacts based on the documents are expressly waived.

A listing of documents included in the attachments are shown below.

- Schematic Plans for FS48 dated March 2024 prepared by Jacobs.
- Site Survey by BV and Associates, Dated January 21, 2024

- DCIP Grant Document

2.4 Reference Documents

Except as specifically set forth herein or in the DCCD, the Reference Documents are being provided for reference, background for the development of the Design Documents, and general information only. They are not being incorporated into and are not being made part of the DCCD, the contract documents, or any other document that is connected or related to the FS48 except as otherwise specifically stated herein.

No information contained in the Reference documents shall be construed as a representation of any field condition or any statement of facts upon which the DBF can rely upon in performance of this contract.

All information contained in the Reference Documents must be verified by a proper factual investigation performed by the DBF. The DBF agrees that by accepting copies of the documents, any and all claims for damages, time or any other impacts based on the documents are expressly waived.

A listing of Reference Documents is shown below.

1. Geotechnical Exploration and Evaluation Report, JAXPORT FS48 Design Services, Dated March 15, 2024, performed by CSI Geo.
2. Wetland Assessment and Biological Survey, dated March 1, 2024, by Dial Cordy
3. Fire Station 47 Design Drawings (Permit set) dated August 15, 2022
4. JFRD Additional Equipment Information

2.5 Governing Regulations, Codes, Manuals and Guidelines

The services performed by the DBF shall be in compliance with all applicable Manuals and Guidelines including the COJ, FDOT, FHWA, AASHTO, and additional requirements specified in this document. Except to the extent inconsistent with the specific provisions in this document, the current edition, including updates, of the following Manuals and Guidelines shall be used in the performance of this work. Current edition is defined as the edition in place and adopted by the COJ at the date of advertisement of this contract with the exception of the Standard Specifications for Road and Bridge Construction (Divisions II & III), Special Provisions and Supplemental Specifications, Manual on Uniform Traffic Control Devices (MUTCD), Design Standards and Design Standards Modifications. The DBF shall use the edition of the Standard Specifications for Road and Bridge Construction (Divisions II & III), Special Provisions and Supplemental Specifications, Design Standards and Design Standard Modifications that is in effect at the time the Bid Price Proposals are due. The DBF shall use the 2009 edition of the MUTCD as amended in 2012. It shall be the DBF's responsibility to acquire and utilize the necessary manuals and guidelines that apply to the work required to complete this Project. The services will include preparation of all documents necessary to complete the Project as described in Section I of this document.

1. Florida Building Code
https://floridabuilding.org/bc/bc_default.aspx
2. City of Jacksonville Design Standards
[http://www.coj.net/departments/planning-and-development/development-services-division/city-standard-details-\(dwg---pdf-formats\).aspx](http://www.coj.net/departments/planning-and-development/development-services-division/city-standard-details-(dwg---pdf-formats).aspx)
3. City of Jacksonville Standard Specifications

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<http://www.coj.net/departments/planning-and-development/development-services-division/city-standard-specifications.aspx>

4. City of Jacksonville Land Development Procedures Manual

<http://www.coj.net/departments/planning-and-development/development-services-division/land-development-procedures-manual.aspx>

5. JEA Water and Sewer Standards

https://www.jea.com/Working_With_JEA/Engineering_and_Construction/Reference_Materials/Water_and_Sewer_Standards.aspx

6. Florida Department of Transportation Design Standards

<http://www.dot.state.fl.us/rddesign/DesignStandards/Standards.shtm>

7. Florida Department of Transportation Standard Specifications for Road and Bridge Construction (Divisions II & III), Special Provisions and Supplemental Specifications

<http://www.dot.state.fl.us/programmanagement/specs.shtm>

8. Florida Department of Transportation Drainage Manual

<http://www.dot.state.fl.us/rddesign/Drainage/ManualsandHandbooks.shtm>

9. Florida Department of Transportation Soils and Foundations Handbook

<http://www.dot.state.fl.us/structures/Manuals/SFH.pdf>

10. Instructions for Design Standards

<http://www.dot.state.fl.us/structures/IDS/IDSportal.pdf>

11. AASHTO – A Policy on Geometric Design of Highways and Streets

https://bookstore.transportation.org/collection_detail.aspx?ID=110

12. MUTCD - 2009

<http://mutcd.fhwa.dot.gov/>

13. Safe Mobility For Life Program Policy Statement

<http://www.dot.state.fl.us/proceduraldocuments/procedures.shtm>

14. Traffic Engineering and Operations Safe Mobility for Life Program

<http://www.dot.state.fl.us/trafficoperations/Operations/SafetyisGolden.shtm>

15. Florida Department of Transportation American with Disabilities Act (ADA) Requirements For Access To Department Facilities Procedure

<http://www.dot.state.fl.us/proceduraldocuments/procedures.shtm>

16. Florida Department of Transportation Florida Sampling and Testing Methods

<http://www.dot.state.fl.us/statematerialsoffice/administration/resources/library/publications/fstm/disclaimer.shtm>

17. Florida Department of Transportation Flexible Pavement Coring and Evaluation Procedure

<http://www.dot.state.fl.us/statematerialsoffice/administration/resources/library/publications/materialsm anual/documents/v1-section32-clean.pdf>

18. Florida Department of Transportation Design Bulletins and Update Memos

<http://www.dot.state.fl.us/rddesign/Bulletin/Default.shtm>

19. Florida Department of Transportation Utility Accommodation Manual

<http://www.dot.state.fl.us/programmanagement/utilities/UAM.shtm>

20. AASHTO LRFD Bridge Design Specifications

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https://bookstore.transportation.org/category_item.aspx?id=BR

21. Florida Department of Transportation Flexible Pavement Design Manual
<http://www.dot.state.fl.us/rddesign/PM/publicationS.shtm>

22. Florida Department of Transportation Rigid Pavement Design Manual
<http://www.dot.state.fl.us/rddesign/PM/publicationS.shtm>

23. Florida Department of Transportation Pavement Type Selection Manual
<http://www.dot.state.fl.us/rddesign/PM/publicationS.shtm>

24. Florida Department of Transportation Right of Way Manual
<http://www.dot.state.fl.us/rightofway/Documents.shtm>

25. Florida Department of Transportation Traffic Engineering Manual
<http://www.dot.state.fl.us/TrafficOperations//Operations/Studies/TEM/TEM.shtm>

26. Federal Highway Administration Checklist and Guidelines for Review of Geotechnical Reports and Preliminary Plans and Specifications
<http://www.fhwa.dot.gov/engineering/geotech/pubs/reviewguide/checklist.cfm>

27. AASHTO Guide for the Development of Bicycle Facilities
https://bookstore.transportation.org/collection_detail.aspx?ID=116

28. Federal Highway Administration Hydraulic Engineering Circular Number 18 (HEC 18).
http://www.fhwa.dot.gov/engineering/hydraulics/library_arc.cfm?pub_number=17

29. Florida Department of Transportation Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways
<http://www.dot.state.fl.us/rddesign/FloridaGreenbook/FGB.shtm>

30. Florida Department of Transportation Project Development and Environment Manual, Parts 1 and 2
<http://www.dot.state.fl.us/emo/pubs/pdeman/pdeman1.shtm>

31. Florida Department of Transportation Driveway Information Guide
<http://www.dot.state.fl.us/planning/systems/programs/sm/accman/pdfs/driveway2008.pdf>

32. AASHTO Highway Safety Manual
<http://www.highwaysafetymanual.org/Pages/default.aspx>

33. Florida Statutes
<http://www.leg.state.fl.us/Statutes/index.cfm?Mode=View%20Statutes&Submenu=1&Tab=statutes&CFID=14677574&CFTOKEN=80981948>

34. CSX Public Projects Design Manual
<https://www.csx.com/index.cfm/library/files/about-us/property/public-project-manual/>

2.6 Design

Design elements of the project (drawings, engineering calculations, reports and specifications) shall cover the following:

- Providing Preliminary (60%) and Final (100%) Design Drawings and Specifications

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- Providing Final Construction Contract Documents
- Obtaining all permits and approvals from government agencies and utility companies
- Providing Quality Control for the Design Phase

Design Documents prepared by the DBF shall meet all technical and formal requirements of all pertinent building codes and construction standards as prescribed by the State of Florida and the City of Jacksonville (COJ) laws and ordinances. All design documents shall be prepared, signed, and sealed by licensed design professionals authorized to practice architecture, landscape architecture, and engineering in the State of Florida. Minimum 2012 AutoCAD Version shall be used in the preparation of the design drawings (AutoCAD plans to be provided to JAXPORT).

JAXPORT will make available to the selected Design Builder design drawings and specifications in the electronic format for the latest fire stations building (Fire Station 47) designed and for applicable site elements such as storage room/building, trash enclosure...etc.

In this DCCD, JAXPORT will also provide the Design Build Firm selected for preparing the bid price with the following design documents for a specific project:

- Topographical Survey Map including existing utilities
- Environmental Site Assessment Reports
- Geotechnical Exploration Reports
- "Fire Station Projects - Lessons Learned" document compiled by VIA Consulting Services, Inc., dated March 20, 2024.

2.7 Construction

The DBF shall be responsible for fully providing the following elements of each facility-work type improvement project as it may be required in the DCCD for a specific project:

- Demolition of existing aboveground and/or subsurface site elements, buildings, utilities, and trees as specified in construction contract documents and a removal and lawful disposal of site/construction debris.
- Furnishing all materials, equipment, labor, and incidentals, and to execute all operations necessary for the full completion of buildings and other pertinent work including: all utilities and utility connections; and all other project elements as stipulated in the approved project design drawings and specifications.
- Providing maintenance of traffic.
- Providing erosion and sediment control work.
- Providing environmental coordination.
- Providing construction project management.
- Providing Quality Control for construction.
- Obtaining the Certificate of Occupancy issued by the Building Department.

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- Providing as-built drawings and certifications and obtaining acceptance of Using Agencies.
- Providing all warranty services.

The DBF shall provide all construction work, materials, products, equipment, and methods that fully comply with all appropriate building codes and construction standards as prescribed by laws and ordinances of the State of Florida and City of Jacksonville as they may relate to a specific scope of the category of facility-work type improvement project.

The DBF shall not occupy and/or perform Work on existing roadway or areas being used for operations. The Contractor shall be aware of rail crossing and rail operations adjacent to site and shall not interfere with this operation.

The DBF shall not block or fully obstruct Blount Island Blvd. without notifying JAXPORT of the need to temporarily use and or obstruct the roadway. The DBF will be responsible for shall provide necessary signage, traffic cones, and barriers defining the obstruction and other detour routes.

The DBF shall be responsible for providing and paying for all temporary and permanent electrical power, water, sewer, and other services necessary for performance of the Work.

The DBF will be responsible for obtaining CDN and address for the new facility.

Work and adjacent areas shall be kept clean and free of debris and dust. The DBF shall provide appropriate barriers, fencing, and other means to secure and protect work areas.

Maintain areas under DBF's control (including employee parking and DBF staging areas) free of waste materials, scraps, surplus material, debris, and rubbish. Maintain Site in a clean and orderly condition.

Use power brooms, street sweeper with vacuum type, to clean paved areas weekly and immediately prior to opening any paved area to vehicular traffic or cargo storage. Push broom shall only be used for small areas and in an emergency situation.

Provide wheel wash and other means to prevent soil and other material being transferred to the roadways.

Provide dust control measures.

All combustible waste materials shall be removed from the Site at the end of each working day.

Broom clean interior areas prior to start of surface finishing and continue cleaning on a daily basis.

Control cleaning operations so that dust and other particulates will not adhere to wet or newly-coated surfaces.

Remove waste materials, debris, and rubbish from site weekly and legally.

DBF assumes full responsibility for the protection and safe-keeping of products stored on-site and within buildings.

Move any stored products, under DBF control, that interfere with operations of the JAXPORT.

Obtain and pay for the use of additional storage or work areas, if needed for operations, including additional off-site parking and transportation.

JAXPORT and their designees shall have the right of unlimited access to the premises.

The DBF shall provide a sign for the duration of the project, meeting current COJ standards. This sign shall be similar in design to the sign shown below with the appropriate, updated information including estimated completion date and JAXPORT project number.



2.8 Design Build Responsibility

The DBF shall be responsible for survey, geotechnical investigation, design, acquisition of all permits not acquired by JAXPORT, any and all information required to modify permits acquired by the COJ, maintenance of traffic, erosion control, demolition, and construction on or before the Project completion date indicated in the Proposal. The DBF will coordinate all utility locates and all utility relocations necessary to facilitate the placement of buildings and site elements.

The DBF shall be responsible for compliance with DCCD Section 4.7, which sets forth requirements regarding survey, design, construction, and maintenance of traffic during construction, requirements relative to project management, scheduling, and coordination with other agencies and entities such as state and local government, utilities and the public.

The DBF may propose changes which differ from the plans. Proposed changes must be approved by the JFRD and coordinated through JAXPORT. If changes are proposed to the configuration, the DBF shall be responsible for preparing the necessary analyses and documentation required to satisfy requirements to obtain approval of JAXPORT. The DBF shall provide the required documentation for review and processing. The DBF will not be compensated for any additional costs or time resulting from proposed changes.

The DBF shall examine the Contract Documents and the site of the proposed work carefully before submitting a Proposal for the work contemplated and shall investigate the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished and as to the requirements of all Contract Documents. Written notification of differing site conditions discovered during the design or construction phase of the Project will be given to the JAXPORT Project Manager.

The DBF shall examine boring data, where available, and make their own interpretation of the subsoil investigations and other preliminary data, and shall base their bid on their own opinion of the conditions

likely to be encountered. The submission of a proposal is prima facie evidence that the DBF has made an examination as described in this provision.

The DBF shall demonstrate good project management practices while working on this project. These include communication with JAXPORT and others as necessary, management of time and resources, and documentation.

2.9 JAXPORT Responsibility

JAXPORT will provide a detailed description, location, classification, scope, grant requirements, and other requirements as shown in the DCCD.

JAXPORT will reserve the right to provide construction engineering inspection services, and quality acceptance reviews of all work associated with the development and preparation of the contract plans, permits, and construction of the improvements. JAXPORT will provide job specific information and/or functions as outlined in this document. The cost of project administration performed by employees or consultants of JAXPORT including, but not limited to, planning, programming, design and construction project management, construction engineering inspection, preparation of the DCCD, and other administrative tasks ordinarily conducted by JAXPORT shall be excluded from the maximum cost for design and construction.

This Request for Proposals does not commit JAXPORT to make studies or designs for the preparation of any proposal, nor to procure or contract for any articles or services.

JAXPORT does not guarantee the details pertaining to borings, as shown on any documents supplied by JAXPORT, to be more than a general indication of the materials likely to be found adjacent to holes bored at the site of the work, approximately at the locations indicated.

2.10 Limits of Work

The limits of the site are as shown in the survey in the Attachments. The DBF shall be responsible for ensuring that all work and the room needed for construction can fit within the project limits.

2.11 Geotechnical Services / General Conditions

The DBF shall be responsible for identifying and performing any geotechnical investigation, analysis and design of foundations, foundation construction, foundation load and integrity testing, and inspection dictated by the Project needs in accordance with COJ guidelines, procedures, and specifications. All geotechnical work necessary shall be performed in accordance with the Governing Regulations. The DBF shall be solely responsible for all geotechnical aspects of the Project.

2.12 Environmental Services and Permits

Design and construction plans related to stormwater and surface water shall be prepared in accordance with Chapters 373 and 403 (F.S.) and Chapters 40 and 62 (F.A.C.).

All applicable data shall be prepared in accordance with Chapter 373 and 403, Florida Statutes, Chapters 40 and 62, Florida Administrative Code; Rivers and Harbors Act of 1899, Section 404 of the Clean Water Act, 23 CFR 771, 23 CFR 636, and parts 114 and 115, Title 33, Code of Federal Regulations. In addition to these Federal and State permitting requirements, any dredge and fill permitting required by local agencies shall be prepared in accordance with their specific regulations. Acquisition of all applicable permits will be

the responsibility of the DBF. Preparation of complete permit packages will be the responsibility of the DBF, including but not limited to Environmental Resource Permitting (SJRWMD), submerged land lease, the Florida Department of Environmental Protection and Construction Permitting (FDOT Connection Permit and Drainage Permit). As the permittee, JAXPORT is responsible for reviewing, approving, and signing the permit application package including all permit modifications, or subsequent permit applications. If any agency rejects or denies the permit application, it is the DBF's responsibility to make whatever changes necessary to ensure the permit is approved.

The DBF will be required to pay all permit fees. Any fines levied by permitting agencies shall be the responsibility of the DBF.

However, notwithstanding anything above to the contrary, upon the DBF's preliminary request for extension of Contract Time being made directly to JAXPORT, JAXPORT reserves, according to the parameters set forth below, the authority to make a determination to grant a non-compensable time extension for any impacts beyond the reasonable control of the DBF in securing permits. Furthermore, as to any such impact, no modification provision will be considered by JAXPORT unless the DBF Firm clearly establishes that it has continuously from the beginning of the Project aggressively, efficiently and effectively pursued the securing of the permits including the utilization of any and all reasonably available means and methods to overcome all impacts. There shall be no right of any kind on behalf of the DBF to challenge or otherwise seek review or appeal in any forum of any determination made by JAXPORT under this provision.

2.13 Building Permits and Approvals

DBF shall secure and obtain all required permits and approvals from the State of Florida and the City of Jacksonville regulatory agencies as required by law. In addition, the DBF will be required to secure approval or statement of concurrence from applicable utility companies such as JEA, TECO Peoples Gas and/or Sawyer Gas, AT&T Telephone (BellSouth), Comcast, MCI Telecommunications, etc.

Permits and/or approvals from the following agencies must be secured depending on the specific category & location of each individual facility-work type improvement project:

- City of Jacksonville – Building Inspection Division
- City of Jacksonville – Development Management Group
- City of Jacksonville – Public Works Department
- St Johns River Water Management District
- Florida Department of Environmental Protection
- US Army Corps of Engineers
- Florida Department of Transportation
- JEA, TECO Peoples Gas, Sawyer Gas, Comcast, MCI telecommunications, AT&T Telephone, etc.
- Other Regulatory Agencies as it may be applicable to specific projects

2.14 Surveys

The DBF shall perform all surveying and mapping services necessary to complete the Project including a comprehensive survey of all protected trees within the construction limits. Survey services must also comply with all pertinent Florida Statutes and applicable rules in the Florida Administrative Code. All field survey data will be furnished to JAXPORT in a JAXPORT approved digital format, readily available for input and use in CADD Design files. All surveying and mapping work must be accomplished in accordance with the Department's Surveying Procedure, Topic Nos. 550-030-101; Right-of-Way Mapping Procedure, Topic No. 550-030-015; Aerial Surveying Standards for Transportation Projects Procedure, Topic No. 550-020-002. This work must comply with the Minimum Technical Standards for Professional Surveyors and Mappers, Chapter 5J-17, F.A.C., pursuant to Section 472.027, F.S. This survey also must comply with Chapter 177, F.S. Topographical and Boundary surveys shall be performed for this design. These surveys performed shall be provided to the city in AutoCad Format.

In the attachments section of this DCCD, JAXPORT provides the initial site survey to the DBF selected for preparing their bid.

2.15 Sustainability Requirements

Sustainable building practices will be incorporated via standard industry best practices and in compliance with the provisions of Ordinance 2009-211-E as they relate to meeting and obtaining the sustainable building certification based on one of the recognized sustainable building certification systems such as U.S. Green Building Council's LEED Rating System, GBI'S Green Globe, or the Florida Green Building Coalition (FGBC). The DBF shall select the least expensive certification system, which satisfies the requirements of Ordinance 2009-211-E. The previous Fire Stations obtained FGBC Gold Level certifications.

2.16 Verification of Existing Conditions

The DBF shall be responsible for verification of existing conditions, including research of all existing JAXPORT records and other information.

By execution of the contract, the DBF specifically acknowledges and agrees that the DBF is contracting and being compensated for performing adequate investigations of existing site conditions sufficient to support the design developed by the DBF and that any information is being provided merely to assist the DBF in completing adequate site investigations. Notwithstanding any other provision in the contract documents to the contrary, no additional compensation will be paid in the event of any inaccuracies in the preliminary information.

2.17 Preservation of Existing Services and Salvage

DBF shall preserve and protect existing features including underground utilities (e.g. telecommunications, IT services, electrical, water, sewer, storm water, etc.) that are not impacted by the work or noted as to remain in place. In the event that existing services need to be relocated, DBF shall ensure that service remains uninterrupted, which may require a phased or temporary approach to service continuity.

No demolition or removal of any utility and operational service provided JAXPORT shall take place prior to the construction of new utilities and or operational services that replaces what is to be removed. The new utilities and or operational services must be tested to insure they meet JAXPORT approval before

demolition and removal of existing can commence. The DBF shall be responsible to ensure that during the connection of utilities, no loss of utility services occur that would interrupt the operations of JAXPORT.

All Work affecting telecommunications or IT services shall be coordinated and prior approval shall be received for such work from JAXPORT.

Work that affects other utilities shall be coordinated with the applicable Utility Agency Owner and JAXPORT.

2.18 Removals and Demolition

The DBF shall demolish or otherwise remove all existing structures, equipment, low and high-mast lighting including light poles and foundations, pavement, slabs, landscaping, fountains, fencing, curbs, debris, and any other existing site improvements on the FS48 site, unless indicated to remain. Existing utilities to remain in service shall be protected in place. No utilities shall be abandoned in place. The DBF shall be responsible for the following:

- Demolition and removal of all fencing, structures related to previous use of property, guardrail from previous protection of conveyor structure, and light poles including demolition of concrete foundations and disconnection, de-activation, and removal of electrical feeds.

All materials shall be legally disposed of off-site. Waste material that may be reclaimed, reused, or recycled, such as steel and aggregates shall be separated and disposed of at appropriate recycling facilities. The DBF shall provide documentation of all reclaimed, reuse, or recycled material.

2.19 Communications and Coordination

The contractor shall propose a communication plan in their response to this RFQ. At a minimum, the JAXPORT project manager shall be included in all communications. Any questions pertaining to specific JFRD requirements will be made through the JAXPORT project manager.

2.20 Submittals for Design

Plans must meet the minimum contents of a particular phase submittal prior to submission for review. The particular phase of each submittal shall be clearly indicated on the cover sheet. Component submittals must be accompanied by sufficient information for adjoining components or areas of work to allow for proper evaluation of the component under review. Prior to providing JAXPORT with any submittals, the DBF is required to perform a quality check of the submittal. If the submittal is incomplete or contains substantial errors, then JAXPORT will reject the submittal.

The DBF shall provide copies of required review documents such as those listed below.

2.20.1 60% Plans

For the 60% submittal, the DBF shall deliver:

- 5 sets of 11" X 17" plans
- 5 copies of Preliminary Geotechnical Report
- 5 sets of Basis of Design and calculations

- 5 copies of Technical Special Provisions

Electronic copies of the shall be provided to the COJ and the JFRD.

2.20.2 Final Plans

For the final submittal, the DBF shall submit:

- 5 sets of 11" X 17" plans
- 5 sets of final Basis of Design and calculations
- 1 signed and sealed copy of Specifications Package
- 2 sets of electronic copies of Technical Special Provisions on CD

Electronic copies of the shall be provided to the COJ and the JFRD.

2.20.3 Issued for Construction (IFC) Set

For the Issued for Construction Set, the DBF shall submit:

- 1 set of 11"X 17" copies of the signed and sealed plans for JAXPORT to sign "Issued for construction".

Final signed and sealed plans will be delivered to the JAXPORT Project Manager a minimum of fourteen (14) calendar days (excluding Holidays) prior to construction of that component. JAXPORT will review and comment. Once all comments have been satisfactorily resolved as determined by JAXPORT, the JAXPORT Project Manager will initial, date, and sign each submittal as "Issued for Construction". Only signed and sealed plans which are signed "Released for Construction" by the JAXPORT Project Manager are valid and all work that the DBF performs in advance of the JAXPORT release of Plans will be at the DBF's risk..

2.20.4 As-Built Set

The DBF's Professional Engineer in responsible charge of the Project's design shall professionally endorse (sign, seal, and certify) the As-Built Plans, the special provisions and all reference and support documents.

The DBF shall complete the As-Built Plans as the Project is being constructed. All changes made subsequent to the "Released for Construction" Plans shall be signed/sealed by the EOR. The As-Built Plans shall reflect all changes initiated by the DBF or JAXPORT in the form of revisions. The record set shall be submitted prior to Project completion for JAXPORT review and acceptance as a condition precedent to the JAXPORT issuance of Final Acceptance.

JAXPORT shall review, certify, and accept the As-built Plans prior to issuing Final Acceptance of the project in order to complete the As-built Plans.

The DBF shall furnish to JAXPORT, upon Project completion, the following:

- 1 set of 11" X 17" signed and sealed plans
- 4 sets of 11" X 17" copies of the signed and sealed plans
- 5 sets of final documentation (if different from final component submittal)

- 2 Final Project CD's with Electronic As-built plans in CADD and PDF formats

The DBF shall also deliver signed and sealed as-built PDF's as well as Autocad DWG files to JFRD.

2.21 Schedule / Contract Duration

The DBF shall submit a Project schedule which supports the established contract duration submitted as part of the Proposal. The DBF's schedule should allow for up to fourteen (14) calendar days (excluding weekends and JAXPORT observed Holidays) review time for JAXPORT review of all submittals.

The minimum number of activities shall be those listed in the payout schedule and those listed below:

- Anticipated Award Date
- Design Submittals
- Design Survey
- Design Reviews JAXPORT
- Design Review / Acceptance Milestones
- Materials Quality Tracking
- Geotechnical Investigation
- Start of Construction
- Clearing and Grubbing
- Construction Mobilization
- Environmental Permit Acquisition
- Permit Submittals
- Holidays (shown as non-work days)
- Additional Construction Milestones as determined by the DBF
- Final Completion Date for All Work

2.22 Key Personnel and Staffing

The DBF's work shall be performed and directed by key personnel identified in the Technical Proposal by the DBF. Any changes in the indicated personnel shall be subject to review and approval by the JAXPORT Project Manager. The DBF shall have available a professional staff that meets the minimum training and experience set forth in Florida Statute Chapter 455.

2.23 Meetings and Progress Reporting

The DBF shall anticipate periodic meetings with JAXPORT personnel and other agencies as required for resolution of design and/or construction issues. These meetings may include:

- Technical issue resolution
- Permit agency coordination
- Scoping meetings
- Utility meetings
- Design kickoff meeting
- Comment resolution meetings
- Pre-construction meeting

During design, the DBF shall meet with the JAXPORT Design Project Manager on a monthly basis and provide a one-month look ahead of the activities to be completed during the upcoming month.

During construction, the DBF shall meet with the JAXPORT Construction Project Manager on a weekly basis and provide a one-week look ahead of the activities to be performed during the coming week.

The DBF shall, on a monthly basis, provide written progress reports that describe the items of concern and the work performed on each task.

2.24 Grant Conditions

This project is being funded in part by a Defense Community Infrastructure Pilot Program (DCIP) Grant. The grant documentation is included in the Attachments. The DBF will be responsible for complying with the conditions and reporting requirements in the grant.

2.25 Quality Management Plans

The DBF shall prepare two specific Quality Management Plans. One shall be focused on quality management during the design process and one for the construction process. The requirements for each are shown below.

For the design, The DBF shall be responsible for the professional quality, technical accuracy and coordination of all surveys, designs, drawings, specifications, geotechnical and other services furnished by the DBF under this contract.

The DBF shall provide a Design Quality Management Plan (DQMP), which describes the Quality Control (QC) procedures to be utilized to verify, independently check, and review all design drawings, specifications, and other documentation prepared as a part of the contract. In addition, the DQMP shall establish a Quality Assurance (QA) program to confirm that the Quality Control procedures are followed. The DBF shall describe how the checking and review processes are to be documented to verify that the required procedures were followed. The DQMP may be one utilized by the DBF, as part of their normal operation or it may be one specifically designed for the Project. The DBF shall submit a DQMP within fourteen (14) working days following issuance of the written Notice to Proceed. A marked up set of prints from the Quality Control review will be sent in with each review submittal. The responsible Professional Engineers or Professional Surveyor that performed the Quality Control review, as well as the QA manager, will sign a statement certifying that the review was conducted.

The DBF shall, without additional compensation, correct all errors or deficiencies in the surveys, designs, drawings, specifications, and/or other services.

No fabrication, casting, or construction will occur until all related design review and shop drawing review comments are resolved.

For the construction, The DBF shall be responsible for developing and maintaining a Construction Quality Control Plan (CQCP) which describes their Quality Control procedures to verify, check, and maintain control of key construction processes and materials.

The CQCP will describe the sampling, testing, and reporting of all materials tests that are anticipated to be needed during the construction phase of the Project. The DBF will ensure that the requirements of JAXPORT and JFRD technical standards are met. As JAXPORT will be performing QA Reviews and Materials Testing as part of their CEI Process, the DBF will provide a schedule of all anticipated testing for at least fourteen (14) days prior to any test.

JAXPORT shall maintain its rights to inspect construction activities and request any documentation from the DBF to ensure quality products and services are being provided in accordance with JAXPORT requirements and the CQCP.

2.26 Security, Safety, Health, Environmental

The DBF is responsible for the health, safety, and security of its employees and subcontractors. The DBF shall comply with all applicable local, state, and federal rules, regulations, codes, ordinances, and laws including but not limited to: OSHA, National Fire Protection Association (NFPA), and JAXPORT.

The DBF shall prepare and submit to JAXPORT a Security, Safety, Health, and Environmental Management Plan (SSHEP) to JAXPORT for review and approval no less than 30-days prior to beginning any work on the site.

The DBF shall designate in writing JAXPORT the name of the Contractor's SSHEP compliance officer. The DBF's security officer shall represent the DBF on all SSHEP matters relating to the FS48.

All personnel on site shall wear appropriate personal protective equipment. High-visibility safety vest, eye protection, and steel toe safety shoes (suitable for use in construction environments) shall be worn at all times. Eye and hearing protection shall be worn where and when appropriate. Clear eye protection (not tinted) shall be used in low light and night conditions.

While the site is outside of the secure area, access to the secure area may be required occasionally. The contractor shall be responsible for obtaining security credentials for this access. Work with JAXPORT project manager to obtain these credentials.

2.27 Staging, Storage, Laydown, and Temporary Facilities

Construction work, staging, storage, laydown, and parking areas outside of the Limits of Work have not been designated by JAXPORT. The DBF is expected to perform all his work and coordinate any necessary staging, storage, laydown, and parking within Limits of Work and Site Boundary.

Additional space for DBF employee's POV parking will not be made available by JAXPORT. The DBF will be responsible for providing any transportation/shuttle services to and from the parking area(s). JAXPORT will not be responsible for securing the POVs using the provided parking areas nor shall JAXPORT be responsible for any theft, damage, or other incidents.

The DBF will be responsible for locating and paying for any additional temporary construction staging, storage, etc. space on or off-site that he deems required.

The DBF shall be responsible for securing and maintaining the site and providing any and all required temporary facilities and services (water, electric, telecom, sanitary).

The DBF shall provide an on-site field office and parking for use by JAXPORT and their consultants throughout the duration of the FS48 project. The office space may be part of or shared with any provided for or used by the DBF.

The field office shall include:

- 2 offices, approximately 10-feet by 10-feet with full height walls, lockable doors, and at least 50% of the offices with windows. Include standard office desk, small high plan table, rolling chair, 4'x6' white board, and 2 guest chairs.
- Meeting area or room., approximately 10-feet by 20-feet with conference tables and rolling chairs. Include a 6' x 10' white board along one wall.
- Restroom with sanity facilities in compliance with State and Local health authorities.
- Kitchenette with sink, water, and standard size refrigerator/freezer.
- High speed Local Area Network (LAN) with internet connection:
- IT/Data/WIFI. Include IT/Data outlets of no less than 2 in offices and conference rooms,
- Access to the offices shall be by stairs to each outside door and ADA compliant ramp to main entrance.
- Water, power, sanitary, and HVAC services
- Parking for no less than 4 vehicles.

The DBF shall maintain the office, equipment, services, and parking area in good repair and appearance to the satisfaction of JAXPORT and shall provide janitorial service no less than once a week. Janitorial service shall include replenishment as required of paper towels, paper cups, hand soap, toilet paper, first aid kit supplies, and bottled water.

2.28 Construction Photographs

Provide photographically document all phases of the Project including preconstruction, construction progress, and post-construction.

Photography shall be by a professional commercial photographer, experienced in shooting interior/exterior construction photos, in daylight and nighttime conditions, and in good and inclement weather.

JAXPORT shall have the right to select subject matter and vantage point from which photographs are to be taken.

The images shall be taken and meet the following criteria:

- For Digital Images, no post-session electronic editing of images is allowed. Stored image shall be actual image as captured without cropping or other edits.
- After Effective Date of the Agreement and before Work at Site is started, and again upon issuance of Substantial Completion, take a minimum of 100 photographs of Site and property adjacent to perimeter of Site.
- The photo format shall be digital, minimum resolution of 2,560 by 1,920 (5 megapixels) and 24 bit, millions of colors.
- Photographically demonstrate progress of construction, showing every aspect of Site and adjacent properties as well as interior and exterior of new or impacted structures. Take no less than 40 photographs weekly.
- Electronic image shall have date taken embedded into image. Archive using a commercially available photo management system that provides listing of photographs including date, keyword description, and direction of photograph. Include nearest building column grid or other location indication.
- Label each flash-drive, file folders or database records with Project and Owner's name, and month and year images were produced.

2.29 Project Management and Document Control

JAXPORT utilizes E-Builder as the project management and documents control software. E-Builder shall be used to transmit documents between JAXPORT and the DBF. The DBF will be responsible for maintaining one account that will serve as the single point of contact for the DBF team. The DBF is responsible for obtaining and paying for the license for the duration of the contract.

2.30 RFI Process

The DBF shall submit a copy of all Requests for Information (RFIs) to JAXPORT. A copy of the RFI complete with the A/EOR response shall be provided to JAXPORT. All RFIs shall be signed by the DBF's Project Manager or by a designated alternate. RFIs submitted by other than the DBF will be rejected and not reviewed.

The RFI shall include not less than the following information:

- Date submitted.
- Project Name.
- Contractor's Name, and sub-contractor if applicable.
- Complete and clear description of the request, including any supportive drawings, sketches or additional information. Include reference to applicable drawing, specification, or DCCD section.
- Identification of responsible party for responds to the RFI.
- List of activities which may be impacted by the request, and an explanation as to any schedule or potential cost impacts

RFIs to clarify the construction documents shall be directed to the responsible A/EOR with a copy provided to JAXPORT. The A/EOR shall provide a prompt response to the DBF. JAXPORT reserves the right to review and comment on all RFIs and the response provided by the A/EOR.

RFIs to clarify the DCCD shall be directed to JAXPORT. JAXPORT shall endeavor to respond within seven (7) business days of receipt. However, it shall be noted that some requests may require additional information, investigation, analysis, or other activity prior to responding and may require more than seven (7) business days to respond. JAXPORT will advise the DBF if there will be a delay in the response along with an estimate of the additional time required. However, in no instance will a claim for additional costs or time extension be accepted by JAXPORT from the DBF due to such a delay.

The DBF shall prepare and maintain a log of all Requests for Information, along with the date of the RFI, specification and/or drawing reference, response, and if such affect cost or time.

2.31 Construction Submittals

The DBF shall be responsible for the preparation and approval of all Shop Drawings. Approved Shop Drawings prepared by the DBF shall be submitted to JAXPORT and shall bear the approval stamp and signature of the DBF, the approved stamp and signature of the Architect/Engineer of Record (A/EOR), and Specialty Engineer.

JAXPORT may review the Shop Drawing(s) to evaluate compliance with the DCCD requirements and provide any findings to the DBF.

Any review of shop drawings by JAXPORT is procedural to assure that the DBF and the A/EOR have both accepted and signed the submittal, the document has been independently reviewed and is in general conformance with the plans. The review by JAXPORT is not intended to be or shall be censured to be a complete and detailed review.

The release for construction does not relieve the DBF of any liability or responsibility for errors or omissions in the plans. Returned marked up submittals shall be reviewed and those requiring changes shall be changed and shall be resubmitted.

Each submittal shall be coordinated with the requirements of the work.

Component and package submittals must be accompanied by sufficient information for adjoining components/packages or areas of work to allow for proper evaluation of the component/package submitted for review.

The DBF shall allow for a fourteen (14) days JAXPORT review time for the procedural review of shop drawings. The DBF may request an expedited review of a submittal, subject to approval by JAXPORT. The review period commences upon the receipt of the valid submittal or resubmittal by JAXPORT and terminates upon the transmittal of the submittal back to the DBF.

The DBF shall prepare and maintain a log of all submissions, including submissions to the Building Department, along with the date of submission, review status, specification and/or drawing reference. The DBF shall prepare and maintain a log of all permits.

2.32 Close out Submittals

Before requesting final completion, the DBF shall prepare and submit digital files and hard copies of the complete closeout packages. At a minimum, the following items are to be included in the closeout packages:

- Evidence of compliance with requirements of governing authorities and construction documents.
- FS48 record documents: AutoCAD and/or REVIT drawings, submit hard copies and electronic format.
- Operating and Maintenance data and instructions for all equipment and all finishes.
- Warranties and Bonds.
- Keys as per hardware requirements
- Spare parts and maintenance material.
- Evidence of payment and releases of liens.
- Certification of generator test, HVAC test and balance, elevator and escalator tests, fire sprinkler and fire alarm system.
- Commissioning Report.
- Material Inventory and Final Color List.
- Punch List.
- Temporary and Final Certificate of Occupancy.
- Required Environmental Permits close-out documentation.
- Provide a spreadsheet listing all equipment name, type, location, date of acceptance, testing and commissioning, warranty, manufacturers contact information, maintenance and service requirements and intervals, maintenance and service provider with contact information, and other applicable or JAXPORT requested information.

2.33 Operations and Maintenance Manuals

The DBF shall provide the following information pertaining to the operations and maintenance of the FS48:

- Submit six (6) literature bound copies in durable three-ring binders with tables and index clearly identifying and marking standard manufacturer's information.
- Provide six (6) copies of literature on USB Flash Drives.
- Provide manuals for: maintenance instructions, emergency operations, cleaning, inspection, shut down procedures detailed instructions, corrective maintenance, replacement part lists and warranties.
- Furnish a separate manual or chapter for each of the following: irrigation system, security systems, plumbing system, HVAC and control systems, access controls, electrical systems (including generator), CCTV system, fire protection systems (including fire alarm) and, other equipment and appliances.

2.34 Training

Provide two (2) on-site training sessions for JFRD staff for each system and major equipment. Record all training sessions and provide two (2) copies on USB Flash-Drives. Training shall be conducted by the manufactures' representative familiar with the system they are providing training for.

2.35 Schedule of Values

The DBF will be responsible for invoicing JAXPORT based on current invoicing policy and procedure and in compliance with the Federal Grant finding requirements. Invoicing will be based on the completion or percentage of completion of major, well-defined tasks as defined in the schedule of values. Final payment will be made upon final acceptance by JAXPORT of the Design-Build Project. Tracking JSEB participation will be required under normal procedures. The DBF must submit the schedule of values to JAXPORT for approval. No invoices shall be submitted prior to JAXPORT approval of the schedule of values.

Upon receipt of the invoice, the JAXPORT Project Manager will make judgment on whether or not work of sufficient quality and quantity has been accomplished by comparing the reported percent complete against actual work accomplished.

2.36 Construction Engineering and Inspection

JAXPORT reserves the right to providing Construction Engineering and Inspection (CEI) and Quality Assurance Engineering.

The DBF or its representatives will perform verification and resolution testing services in accordance with the latest specifications.

2.37 Test and Commissioning

The DBF shall have the responsibility for all testing of construction materials used for the FS48 and the commissioning of all equipment installed for the FS48. All testing and commissioning shall be done in the presence of the Engineer and JAXPORT.

JAXPORT, or its representative, may perform independent verification and resolution testing services for its own purposes. Verification sampling and testing may be performed on site as well as off-site locations. The DBF shall make all testing documentation available/accessible for JAXPORT Representative's review at any time.

Functional Test shall demonstrate that installed equipment meets manufacturer's installation, calibration, and adjustment requirements and other requirements as specified.

Performance Test performed after any required functional test to demonstrate and confirm individual equipment meets performance requirements specified.

The DBF shall perform a Facility Performance Demonstration. This includes a demonstration to demonstrate and document the performance of the entire operating facility, both manually and automatically (if required), based on criteria developed in conjunction with JAXPORT.

Such demonstration is for the purposes of:

- Verifying to JAXPORT that the entire facility performs as a whole, as intended
- Documenting performance characteristics of completed facility for JAXPORT's records.

DBF shall provide all water, power, chemicals, or other items required for the startup, tests, and commissioning.

The Equipment Test Report Form shall provide written test report for each item of equipment to be tested, to include the minimum information:

- Project name.
- Equipment or item tested.
- Date and time of test.
- Type of test performed (functional or performance).

2.38 Warranties

The DBF shall provide warranties in accordance with the DB contract.

2.39 Substantial Completion

The substantial completion of the FS48 is defined as being with one or more temporary certificates of occupancy such that the entire FS48 can be used and operated for its intended purpose. Substantial Completion shall be deemed to have occurred if a temporary certificate of occupancy can be issued such that the entire FS48 can be used and operated for its intended purpose.

Completion shall mean the completion of the FS48 substantially in accordance with the DCCD and the FS48 Plans and Specifications with a Final Certificate of Occupancy for the FS48 such that the entire FS48 can be used and operated for its intended purpose.

Clean-up: Job site trailers, storage and laydown areas, and full site clean-up is required not later than 45-days of Substantial Completion, or earlier if determined it will affect the operations, use, or aesthetics of the project.

3. Site Preparation and Removals

3.1 Existing Conditions and Elevations

The existing site was used as a testing site for the previous tenant and has large drying racks situated throughout the site. The site surrounds three sides of a JEA lift station. Currently there is an existing twelve (12)-inch PVC sanitary sewer pipe that flows south-north through the proposed site to the existing JEA lift station. This existing sanitary sewer pipe will need to be relocated and shall be coordinated with JEA. There is also an existing sixteen (16)-inch watermain adjacent to the site that will also need to be relocated. Care shall be taken to keep the watermain location under the existing rail bed and Blount Island Boulevard. The watermain relocation shall be coordinated with JEA.

The base flood elevation (BFE) of the site has been established by FEMA. The site is located within Zone X, which is an area of minimal flood hazard. Therefore, a BFE has not been determined. (FIRM Map Number 12031C0216J, effective date of November 2, 2018).

The current zoning assessment is Industrial Waterfront (IW). The fire station site needs to be rezoned to Public Buildings and Facilities 1 (PBF-1).

3.2 Limits of the Projects

The lease boundary is approximate and is provided to the DBF for information only and is subject to revisions. The final lease boundary is to be determined by JAXPORT.

The project limits of work are as follows:

North: Wooded area bordering the St. John's River.

South: Fence along the JAXPORT property.

East: Fence along the Marine Corps Station Blount Island.

West: Blount Island Boulevard

A minimum setback of 10 feet from the property line shall be used for all pavement and building faces.

3.3 Demolition and Removals

The DBF shall remove and dispose of the existing drying racks, foundations, and fencing per local/state regulations.

3.4 Site Preparation

The site shall be cleared and grubbed in accordance with FDOT Standard Specifications for Road and Bridge Construction, Section 110, *Clearing and Grubbing*, before any fill is placed. The existing base material shall be dried (all standing water removed), leveled, rolled with a non-vibratory steel roller, and processed in accordance with FDOT Standard Specifications for Road and Bridge Construction, Section 160, *Stabilizing*. If soft material is encountered or the compaction density cannot be achieved, the DBF shall improve the base by removal and replacement, soil reinforcement, dynamic compaction, soil improvement/augmentation, or other means to achieve the required base for supporting the fill, pavements, and buildings. The DBF is responsible for inspection and any additional testing required to

evaluate and accept the condition of the existing material, and to determine improvements that may be necessary to achieve the specifications for supporting fill, pavements, and buildings.

4. Fire Station 48 Programming

4.1 Overall Layout Requirements

JFRD has specifically requested that the layout of the new fire station mimic that of the recently constructed Fire Station 47. Plans and related documents for FS47 are provided as reference documents.

The new Fire Station 48 will be approximately 9,085 gross square feet. The station will consist of three apparatus bays adjacent to living quarters for fire station personnel. Specific requirements are described in the following sections.

4.2 Crew Accommodations (Bunk Room)

FS48 requires a bunk room approximately 773 SF, to accommodate ten individual bunks separated by partial height privacy walls. The Bunk Room will be close to the toilet/locker rooms and have direct access to the dining room and an exit to the exterior. Few windows are desired to facilitate darker interior conditions conducive to daytime sleep as necessary.

4.3 Day Room

The Day Room is approximately 450 SF and will be adjacent to the kitchen and entry. The room will be provided with comfortable furniture and three wall-hung televisions as well as black-out shades for all windows.

There is also a flexible-use "Private" room directly off the Day Room, approximately 86 SF. This room will be provided with workstation casework, consisting of two three-drawer bases with a knee space, and two double-door wall cabinets above.

4.4 Locker Room

The approximately 339 SF Locker Room will be close to the Bunk Room with direct access to the Men's Toilet Room and in close proximity to the Women's Toilet Room. Thirty-one full height wardrobe lockers are required for the Locker Room, 24"w x24"d x84"h, pre-manufactured with wood veneer faces (basis of design manufactured by Hollman, Inc.). The lockers shall have a single full height 24"w x 84"h door.

4.5 Chief's Facilities

Fire Chiefs will be provided with a 343 SF private suite to include bunk space, single-user, accessible toilet room with roll-in type shower, and six full height wardrobe lockers (24"w x24"d x84"h), a built-in, plastic laminate clad workstation, wall-mounted display monitor, and a wall-mounted television. An A/C closet is also contained within the suite. The Chief's facilities will be in close proximity to the main bunk room, the Locker Room, and Men's Toilet Room.

4.6 Laundry Facilities

Laundry facilities will be provided adjacent to the Men's Toilet Room. One washer, one dryer, one free-standing laundry tub, and a tank-style water heater will be in the Laundry Room, which is approximately 78 SF. Plastic laminate clad wall cabinets will be provided for storage above the washer and dryer.

4.7 Interior Storage Facilities

There will be a storage room located directly off the kitchen, approximate size 45 SF. Heavy-duty steel, adjustable shelving systems will be provided on two of its four walls.

A dedicated EMS Storage room will be provided off the Apparatus Bay, approximately 67 SF, with heavy-duty steel, adjustable shelving systems on three walls.

Additionally, an open 60 SF storage room will be provided off the Apparatus Bay, adjacent to the Fitness Room.

4.8 Kitchen and Dining

The kitchen and dining areas, with a combined square footage of approximately 537 SF, will be located between the Day Room and Bunk Room, with direct access to an exterior covered patio. The kitchen will have a stainless steel prep island, plumbed coffee maker, two sinks, dishwasher (confirm number with JFRD), two ranges, stainless steel hood, and two refrigerators, in addition to ample storage in upper and lower cabinets. All appliances will be commercial grade/heavy-duty. Base cabinets, shelves, and countertops will be stainless steel. Upper cabinets will be plastic laminate clad with stainless steel endcaps. The backsplash will be ceramic tile to the bottom of the upper cabinets/range hood. Three shift-dedicated pantry lockers will be provided nearby, in the corridor to the Apparatus Bay, similar to the wardrobe lockers at 24"w x24"d x84"h, pre-manufactured with wood veneer faces (basis of design manufactured by Hollman, Inc.). An owner-provided ice machine will be installed in the corridor to the Day Room.

The kitchen will have a ZLINE 597-60 Wall mount stainless steel range hood. Refer to the reference section of the documents for information on the range hood.

4.9 Fitness Room

A fitness room, approximately 196 SF, will be provided off the Apparatus Bay, and will include a wall-mounted television. There will also be an AC closet inside the Fitness Room.

4.10 Bunker Equipment Room

The Bunker Gear Room will be approximately 277 SF and will be provided with two doors for access directly from the Apparatus Bay. The space will have 36 gear storage cubbies, each with a helmet shelf, boot shelf, and coat hook, in a plastic laminate finish.

4.11 Utility Spaces

AC closets will be provided in the Fitness Room and Chief's Room, as described above. Refer to Mechanical narrative for additional information regarding the HVAC systems.

The Electrical Room will be approximately 77 SF, and will be located directly off the Apparatus Bay. Refer to Electrical narrative for additional information regarding the building's electrical systems.

4.12 Communications Room

There will be a communications room within the Dispatch Room, approximately 72 SF. Refer to telecommunication related narratives for additional information regarding the telecommunication and related systems. Coordination with the COJ IT department will be required.

4.13 Dispatch

Dispatch, with an area of approximately 167 SF, will be located directly off the main entry (approximately 85 SF) with direct access to the Apparatus Bay. There will be a single-user toilet room adjacent, also off the main entry. Dispatch will have a plastic laminate clad dual workstation, each with knee space flanked by a three-drawer base cabinet and a single drawer/single door base cabinet. Grommets are required in the plastic laminate countertop for power cord management. On the opposite wall, there will be space for a large markerboard to be mounted on the wall over a bank of plastic laminate clad lateral file and other drawers, with a plastic laminate countertop, and a six foot long power strip above the backsplash. The generator emergency stop switch will also be located in Dispatch.

4.14 Apparatus Bays

The fire station will have three apparatus bays, occupying approximately 3749 SF, and will be provided with a vehicle exhaust system for each bay, which will start automatically when a truck pulls into a bay. The Apparatus Bay will also contain a carbon monoxide detector, nitrous oxide detector, nitrogen dioxide detector, and smoke and carbon monoxide detectors. Integral floor drains or trench drains are required in the Apparatus Bays to manage water run-off from vehicles and wash-downs. Concrete-filled pipe bollards will be provided on both sides of each overhead garage door, inside and outside.

4.15 Restrooms

There will be a single-user/unisex toilet room adjacent to Dispatch, off the main entry. The restroom will be approximately 57 SF and will be accessible in accordance with ADA guidelines.

The Women's Toilet room/Shower (approximately 175 SF combined) will be off the Corridor linking the Dining area and Apparatus Bay. Two toilet stalls and two lavatories will be provided, along with a small linen cabinet. The single-user shower/dressing compartment will also have a bench, and the curtained shower will be no less than 36" x 48".

The Men's Toilet room/Shower primary entrance is off the corridor between the Bunk Room and Apparatus Bay, with a secondary access from the adjacent Locker Room. The combined size is approximately 276 SF. There will be two shower/dressing compartments, each with a curtained 36" x 48" shower and a bench. Three toilets and one urinal will be provided along with three lavatories and a linen cabinet.

The approximately 53 SF Janitor's room is off the corridor between the Dining area and the Apparatus Bay, and has a mop sink and mop/broom shelf.

4.16 Patio Space

The exterior covered patio space is approximately 634 SF and will be used for outdoor grilling and general gathering space.

The front entry will also be covered and is approximately 142 SF.

4.17 Extractor/Storage Building

A separate structure to house the extractor and serve as additional storage shall be constructed. The building is 12' x 24' and shall be of similar construction as the main building. The building shall be located as shown on the plans. The footprint and requirements shall be the same as is shown in the Fire Station 47 drawings.

4.18 Dumpster Enclosure

The dumpster enclosure shall be similar to the dumpster enclosure shown in the attached FS47 plans. The dumpster needs to be a free-standing trash enclosure meeting the requirements of the Zoning Code and shall be provided in the vicinity of the employee parking lot if practical. Construction shall be reinforced concrete foundation and slab, reinforced CMU walls with concrete cap, wooden gate on a hot-dip galvanized steel frame, and two 8" Standard steel pipe bollards filled with concrete, painted "fire engine red". The dumpster may be moved to suit the final site plan and JFRD requirements.

5. Civil Site Programming

5.1 Site Planning

The existing JFRD Fire Station #48 is currently located behind the TWIC gates at JAXPORT. The existing station provides services for all of Blount Island (JAXPORT and the Marine Corps Base). The existing station's current location is problematic as it can cause delays for calls outside the TWIC gates. The proposed relocation of Fire Station #48 is outside the TWIC gates along Blount Island Boulevard, near the existing North Blount Island Pump Station. The proposed site shall consist of a new three-bay fire engine building to include the required elements listed in Section 4 above, as well as parking and associated site facilities necessary to support the new fire station.

5.2 Overall Site Plan

The proposed JFRD Fire Station #48 is to be located south of the existing North Blount Island Pump Station with the required detention are to be located to the north of the Pump Station. The site shall consist of parking, storm management, sanitary sewer, water (potable and fire service), and all necessary components required and needed to support the delivery of the new fire station.

5.3 Site Access Roadways/Driveway Connections

There shall be two driveway connections off Blount Island Boulevard. One driveway shall be for the egress of the JFRD trucks leaving the proposed station and the other for the shared ingress of the JFRD trucks and ingress/egress of privately owned vehicles (POV). The driveways shall be designed so that the largest rescue truck stationed at this location can make the turn without driving over proposed curbs and/or landscaping. (Per JFRD, the truck is a Pierce Manufacturing, Inc 1750-D-500P, with a 500-gallon water tank.)

The driveway connections shall be set far enough back to allow for the approach of the existing Blount Island Boulevard bridge and shall meet the standards set forth in the FDOT Access Management Guidebook, Chapter 4 (November 2019).

All driveway and parking pavement shall be placed on an 8" graded aggregate based in compliance with Section 204 of the FDOT Standard Specifications. Alternatively, a crushed concrete base may be used.

Pavement types (concrete, heavy duty asphalt and light asphalt) are to be as shown in the concept drawings. All curved roadway areas shall be constructed with concrete pavements. For heavy duty asphalt shown on the plans, the asphalt thickness shall be a minimum of 3".

All driveway and parking areas shall have curb and gutter conforming to city or FDOT standard F-type curbing.

5.4 Parking

Parking shall consist of eighteen (18) parking spaces, with one (1) space designated as a handicap accessible. The size of the parking spaces shall comply with City of Jacksonville's design standards for off-street parking. The parking spaces, with the exception of the handicap accessible space, shall be at a 90-degree parking angle and shall not be less than nine (9) feet by eighteen (18) feet. The handicap accessible space shall be a minimum of twelve (12) feet by eighteen (18) feet with a five (5) foot striped loading zone immediately adjacent to the parking space. A drive aisle shall be a minimum of twenty-four

(24) feet to allow for two-way traffic. A ten (10) foot tree island shall be placed after the tenth parking space.

The handicap parking space shall be outlined in blue paint and shall be posted and maintained with a permanent, above-grade sign bearing the International Symbol of Accessibility. The handicap parking space must be designed and marked in accordance with the standards adopted by the latest Florida Building Code, Section 11-4.

5.5 Earthwork and Grading

Fill material shall comply with FDOT Standard Specifications for Road and Bridge Construction, Section 120, *Excavation and Embankment*. Fill on slopes shall be placed no steeper than 4 horizontal to 1 vertical.

The finish grade for the site and pavement shall be sloped to drain with a minimum slope of 0.75-percent, unless noted otherwise, in any direction. The area within the handicap parking space and access aisle, the slope shall not exceed 2-percent in any direction. The areas outside the setback line shall be graded to provide positive drainage. Site and pavement grading shall provide positive drainage from pavement and away from buildings. Ponding water to any depth is not acceptable.

5.6 Pavement

The DBF shall provide a convenient exist and return access to the Fire Station building by fire and rescue apparatus. The Fire Station building shall have a minimum of 60' long and 8" thick reinforced concrete approach slab spanning the entire width of the apparatus bay in the front and rear of the fire station building. There shall be an expansion joint between the concrete approach slab and the building with $\frac{3}{4}$ " x 18" dowels spaced at 18" on center and silicone sealant constructed as required by ACI. The approach slab shall be reinforced with one layer of #5 @ 12" on center, each way, minimum. Indicate in the 60% plans proposed concrete pavement in the driveway curves. All concrete pavements shall be 3500 psi Portland cement concrete meeting the requirement of the COJ Standards Specification 130. Other driveways and parking areas shall have asphalt pavement.

All driveways and parking areas shall have curb and gutter. Use FDOT Standard Plans 515 for the turnouts and drop curbs. If the turning radii is used for driveways, a minimum radius of 30' will be required. The minimum driveway slope shall be 2%. Notify JAXPORT if the FFE will need to be adjusted to meet minimum slopes.

Site pavement shall consist of two (2) types of pavements, one for the drive aisle and the other for the parking area. Refer to the Geotechnical Report for pavement section recommendations and construct the most stringent section based on the report. The base and surfaces courses shall comply with the FDOT Standard Specifications for Road and Bridge Construction. Lime stone base shall not be used. Alternative based materials per FDOT specifications are to be considered.

5.7 Erosion and Sediment Control

All appropriate Best Management Practices (BMP) shall be employed to minimize soil erosion and siltation and to prevent water pollution, air pollution, and soil contamination. BMP means schedules of activities, prohibitions of practices, general good housekeeping practices, pollution prevention, maintenance procedures, and other management practices to prevent or reduce the discharge of pollutants directly or indirectly into stormwater, receiving waters, or stormwater conveyance systems.

At all times the runoff of sediments, debris, oils, and other substances shall be controlled so they do not enter the adjacent waterways and the existing/new stormwater drainage system. The erosion and sedimentation controls shall be implemented prior to initiating any construction activities and maintained throughout the construction process. All local, State, and Federal erosion and turbidity control requirements shall be met at all times.

5.8 Stormwater Management/Drainage

The stormwater management facilities shall be designed and constructed in accordance with applicable regulations of the St. Johns River Water Management District (SJRWMD) Volume II. The Stormwater Management Plan (SWMP), along with supporting drainage plans and calculations, signed and sealed by a Professional Engineer registered in the State of Florida.

The applicable Florida Department of Environmental Protection (FDEP) drainage discharge permits, both for construction and operation, shall be obtained.

The design and materials for construction of the stormwater drainage shall be in accordance with the FDOT Standard Specifications for Road and Bridge Construction. All storm structure frames and covers shall be Traffic Rated meeting proof load test requirements of AASHTO H-20. Design drawings shall include annotation stating the load rating of a structures, frames and covers.

The stormwater pond shall be designed, permitted, and constructed in compliance with the City Land Development Manual and regulations promulgated by the SJRWMD. Also, compliance with the FEMA publication 543, design guide for improving the critical facility safety from flooding and high winds shall be considered. The 90% design documents should include the SJRWMD permit.

5.9 Sanitary Service

Currently there is an existing twelve (12)-inch PVC sanitary sewer pipe that flows south-north through the proposed site. The existing sanitary sewer pipe will need to be relocated.

The proposed fire station building will be served by a PVC sanitary lateral connected to the relocated existing twelve (12)-inch PVC sanitary sewer. The relocation of the existing sanitary sewer and construction of the new sanitary lateral shall comply with the JEA Water and Wastewater Standards.

5.10 Potable Water Service

The existing sixteen (16)-inch watermain will need to be relocated to avoid the site. Taking care to keep the current location that runs under the existing rail bed and Blount Island Boulevard.

The proposed potable water service to the fire station will be served by a PVC lateral connected to the relocated existing sixteen (16)-inch watermain. The relocation of the existing watermain and the construction of the new water lateral shall comply with the JEA Water and Wastewater Standards.

5.11 Fire Protection Water Service

The existing sixteen (16)-inch watermain will need to be relocated to avoid the new site construction. Taking care to keep the current location that runs under the existing rail bed and Blount Island Boulevard.

The proposed fire protection water service to the fire station will be served by a PVC lateral connected to the relocated existing sixteen (16)-inch watermain. The relocation of the existing watermain and the construction of the new water lateral shall comply with the JEA Water and Wastewater Standards.

5.12 Site Electrical Distribution

The fire station building will be served by a 208Y/120V site distribution transformer. This design will include the secondary conductors to the main service distribution disconnect.

The final size of the electrical service for the building is to be 1-800-amp, main service disconnect. Utility service requirements to be coordinated by design build contractor.

The building will be served by a 208Y/120V site distribution transformer. This design will include the secondary conductors to the main service disconnect.

The final size of the electrical service for the building is to be 1-800-amp, main service disconnect. Utility service requirements to be coordinated by design build contractor.

The fire pump building will be served by a 208Y/120V site distribution transformer. This design will include the secondary conductors to the main service distribution disconnect.

The final size of the electrical service for the building is to be 1-200-amp, main service disconnect. Utility service requirements to be coordinated by design build contractor.

The building will be served by a 208Y/120V site distribution transformer. This design will include the secondary conductors to the main service disconnect.

The final size of the electrical service for the building is to be 1-200-amp, main service disconnect. Utility service requirements to be coordinated by design build contractor.

5.13 Site Lighting

Provide site lighting in accordance with COJ requirements.

5.14 Landscape and Irrigation

The landscape design process incorporates the removal of existing vegetation and beautification of the new fire station facility to code minimum as required by the City of Jacksonville. A site survey with tree survey information by others will be required as part of the tree removal permitting process, along with a tree disposition plan that will be prepared identifying mitigation (replacement requirements) to be included in the planting plan as part of the landscape permit set. Planting areas will be provided around the building foundation, interior landscape areas, parking area, and perimeter landscape buffers per minimum city code requirements.

The facility will be landscaped with an even distribution of native plants including groundcover, shrubs, trees, and palm species, arranged in randomly placed naturalistic planting groups. Shade trees will be provided in the parking area. The entrance will be lined with decorative native vegetation and the building with foundation plantings. The perimeter property buffers will be planted with trees, shrubs, and palms that filter off-site views and create shaded walking and seating areas. Any outdoor equipment storage areas will be screened with large shrub species.

An underground automatic landscape irrigation system will provide 100 percent coverage with head-to-head overlap for all new plantings. The system will be designed with hydro-zones controlled by separate electronic zone valves for each plant type. Trees will be watered with bubblers, sod lawn areas will be watered with conventional pop-up spray heads, and shrubs / ground cover will be watered with a drip line. Each will be controlled by separate zone valves. The system will be controlled by a smart controller with a rain sensor for water conservation.

The system's water source will be an adjacent tap to the building's potable service line with its own meter and backflow preventer. Water main pressure tests should be taken to determine the average pressure fluctuation. The system will demand approximately 60 psi and will consist of drip line and conventional pop-up spray head configurations.

The irrigation system will be initially scheduled for plant establishment and will run daily. Sodded areas will require a quantity that provides a continuous 4-inch depth of moist soil for the first 6-weeks after planting, followed by 4 weeks of watering at 3 days per week to provide a 4-inch depth of moist soil. After this, watering sod areas will only be required during times of drought. Trees will require daily watering of 2 gallons per inch caliper for 6 months. Shrubs and groundcover will require watering with 2 gallons per day for each plant for 30-days. Trees and shrubs should be scheduled for 3 days per week through the summer months and adjusted to 2 days per week for winter months.

The landscaping shown in the schematic plans is for concept only. The DBF shall design, furnish and install the minimum required landscaping per referenced codes and standards.

5.15 Service Pads

Provide concrete, slab on grade service pads as shown on architectural and civil plans capable of supporting the equipment intended for each location, including but not limited to AC units and emergency generator.

6. Systems

6.1 General

The building will be Type V (B) construction and will be provided with an automatic sprinkler system throughout. Occupancy classification is Mixed, Separated, Groups B, R-2 and S-2. These classifications will govern specifics of the design in accordance with the current Florida Building Code (FBC), of which the 2023, 8th edition is in effect at the time of this report. The Life Safety section provides additional information, however, it is the responsibility of the designer(s) of record to verify requirements with the AHJ.

Per the FBC, buildings and other structures designated as essential facilities by nature of occupancy (Fire, Rescue) shall be assigned a Risk Category IV.

Products and systems which comprise the building envelope and structural frame must have Florida Product Approval, or local equivalent, to comply with the FBC: Panel walls, exterior doors, roofing products, skylights, exterior windows, shutters/impact protection systems, and structural components.

6.2 Finished Floor Elevations

Finish floor elevation will be approximately +10', but will be determined in later stages of design in correlation with survey and geotechnical information.

6.3 Structural Systems

This Section describes the Design Criteria to be used for the structural systems of the FS48. These criteria are intended to provide design requirements, while allowing the DBF the ability to be innovative in developing the detailed Design Documents and in constructing the FS48. A Schematic Structural Design has been prepared for the FS48 which is included in the Attachment Documents.

The structural systems for the new construction shall be designed in accordance with the Florida Building Code (FBC, latest edition), ASCE 7, Minimum Design Loads for Buildings and Other Structures, and ASCE 24, Flood Resistant Design and Construction.

The DBF shall design and construct all structural components necessary to provide a complete system.

The structural system for the building shall be at the discretion of the DBF.

All structural elements shall be capable of resisting the loads applied to them by self-weight, imposed dead and live loads, wind, rain, temperature, and flood loads, soil, and water pressures, along with relative and differential movements without exceeding the limits of deformation, distortion, deflection, stress, fatigue, vibration, fire resistance, and serviceability.

Non-load bearing walls may be constructed of concrete masonry units (CMU) or steel cold formed sections.

6.3.1 Proposed Structural System

The proposed structural gravity system consists of load bearing CMU walls supporting roof trusses and a plywood deck diaphragm roof. These CMU walls serve as the main wind resisting systems through shear wall action.

The walls shall be supported by foundations specifically designed for the site. Deep foundations or soil improvements may be required at the site. Many structures on Blount Island are supported by deep foundations due to long term settlement issues.

6.4 Security Systems

Building security will include card reader access at all exterior personnel doors and a monitored security system. Confirm additional requirements, eg. security cameras, with Owner.

6.5 Exterior / Façade / Wall Systems

The hip roof system, with a 4:12 slope, will comprise asphalt shingles over self-adhering sheet underlayment on exterior plywood decking. The insulation system will be R-30, or as required to meet current energy code at time of construction, foamed in place on the underside of the deck and meeting the requirements of FBC Section 2603. The underside of eaves around the perimeter will be provided with continuous vinyl soffit panels. Drainage will be via gravity to metal gutters and downspouts which will connect to the underground drainage system. Vents through the roof, rooftop exhausts, fans, etc. should be located to minimize visibility, i.e. on the back side of the roof wherever possible.

Exterior walls will be primarily integral-color, split-face CMU, providing a textured appearance on the exterior façades of the building. Smooth-face CMU should be installed where required to facilitate mounting of fixtures, flashing, and the like. Masonry foam insulation will be installed in open cells of exterior CMU walls. Most walls will also be provided with R-13 batt insulation between metal studs faced with gypsum wall board on the interior side.

Where paint is used on exterior walls, avoid the use of red due to potential for fading, or provide product with extended warranty against fade, chalking, peeling, cracking and other types of failure. The paint color will be selected by JFRD.

6.6 Exterior Openings (Doors & Windows)

Exterior doors will be heavy-duty, galvanized, painted hollow metal (HM) in galvanized, painted HM frames (color Sherwin Williams SW7067 Cityscape), except at the main entrance, which will be an aluminum-framed, glazed, storefront system, and at the Dining Room entrance off the Covered Patio, which will be fully-glazed. HM exterior doors will be flush. Design placement of doors in exterior walls to comply with ADA clearance requirements (see "Lessons Learned" document). Exterior door assemblies must be specified with Florida Product Approval and shall be large missile impact resistant. Access control via card readers ("Maglock" preferred, see "Lessons Learned" document) will be provided at exterior personnel doors. Door hardware must also meet the requirements of FBC – Accessibility, and must be reviewed by JFRD. An AHC should be engaged to specify door hardware and related systems.

Apparatus Bay doors will be sectional steel doors, 14' x 14', or as required for equipment to enter and exit the bays with adequate clearance. Doors will be power-operated, provided with sensors at truck-bumper height, and safety devices to prevent injury to personnel. Manual operation in the event of a power-failure

will be with a chain hoist system. These will also require Florida Product Approval and large missile impact resistance. Sectional doors will be power operated and provided with entrapment protection. Frames are to be painted to match other door frames in the building (color Sherwin Williams SW7067 Cityscape). Provide returns in same exterior finish material as adjacent exterior walls, and allow for thickness of material in sizing openings and doors.

Exterior windows will be operable, single-hung, aluminum framed. Exterior window assemblies must be specified with Florida Product Approval and large missile impact resistant.

Show lintels for doors and windows on plan and include in specifications.

6.7 Interior Design

Interior partitions may be CMU or a metal stud/gypsum wall board (GWB) assembly. Between the Apparatus Bay and living quarters, a 1-hour fire barrier wall is required. Between the sleeping areas (Bunk Room and Chief's Room) and adjacent spaces and corridors, a minimum 1/2-hour fire partition is required in a fully-sprinklered building.

Where GWB is provided, mold-resistant GWB will be installed in areas subject to moisture penetration (eg. Kitchen, Laundry, etc.). The Janitor and Laundry rooms will be provided with a wainscot of fiberglass reinforced plastic (FRP) panels to a height of 48" above the finished floor (AFF). Corner guards, minimum height 42 inches, shall be provided in high-traffic areas, with plastic corner guards as the base bid; if stainless steel corner guards can be procured at no additional cost, then stainless steel corner guards are preferred. Partial height walls in the bunk area are to receive wood caps, not solid surface (see "Lessons Learned" document). Interior GWB to be finished to Level 5 and receive primer prior to painting.

Where ceramic wall tile is installed, cementitious backer board will be substituted for GWB. Toilet rooms and showers will receive full height ceramic wall tile, with "Schluter" trim on the vertical corners and "edge L" trim on horizontal corners (see "Lessons Learned" document). The kitchen backsplash will also be ceramic wall tile, from the countertop to the underside of upper cabinets, and full-height behind the range/range hood.

Appropriate backing will be provided in partitions where required to support wall-mounted items. The Electrical Room and Communications Room will be provided with full-height, A-C grade, fire-retardant treated plywood on three sides to facilitate support of equipment.

Ceilings at toilet rooms, showers, Janitor, Laundry, and A/C closets will be mold-resistant GWB at 9'-4" AFF. Other ceilings will be acoustic ceiling panel systems at minimum 8'-8" AFF; except in the Communications room at 8'-4", and the Bunker Gear rooms at 9'-0". The Apparatus Bay ceiling will be approximately 16'-8" AFF. Hold-down clips will be provided on ceiling panels in the entire Apparatus Bay; and in other areas, on ceiling panels within 60" of either an exterior door or an interior door that opens to the Apparatus Bay. Ceilings in non-conditioned spaces will be moisture and mold-resistant. The ceiling at the Covered Patio cannot be vinyl due to the anticipated use of a BBQ grill in the area.

Floor finishes throughout the building will be stained, polished concrete with vinyl wall base, except in the Fitness Room, which will receive rubber sheet flooring; and in the Apparatus Bay, EMS Storage, Electrical Room, Bunker Gear room, A/C closet in Fitness Room, and Storage off the Apparatus Bay, which will be sealed concrete. A seamless resinous flooring system (in lieu of sealed concrete) for the Apparatus Bay may be proposed as an additive alternate.

Interior doors will be stained wood, except those between the living quarters and Apparatus Bay, which will be heavy-duty, painted HM; and the door into the Fitness Room, which will be an aluminum-framed

storefront system. Doors into the Apparatus Bay are also to be provided with rubber bottom/sweep or threshold to minimize debris transfer into the facility. Frames for wood and HM doors will be galvanized, painted HM (color Sherwin Williams SW7067 Cityscape). Doors in fire rated partitions will be fire rated and provided with egress hardware as required per FBC. Interior door hinges must be heavy weight (T4A3786). Door hardware must also meet the requirements of FBC – Accessibility, and must be reviewed by JFRD. An AHC should be engaged to specify door hardware and related systems.

Casework in most areas is plastic-laminate clad plywood, and is to receive edge banding to protect edges. The Kitchen base cabinets, including the island, are stainless steel with doors, and stainless steel counters on two layers of exterior grade plywood. Stainless steel shelves in the kitchen must be approved by JFRD prior to procurement/fabrication. A shelf and receptacle for a microwave should be provided near the ranges. Upper cabinets are to be 42 inches high with molding at the ceiling, and "true" clearance of 18 inches above the countertops (see "Lessons Learned" document). Provide 32- inch high wall cabinets above the coffee station. Countertops in toilet rooms are solid surface with integral solid surface, rectangular, lavatories; restroom vanities will be provided with end panels.

Pantry lockers and wardrobe lockers are manufactured units of wood, laminate, and wood veneer construction, with 6-inch vinyl base. The bunker gear room should have open shelving for spare gear bags over gear lockers, no upper cabinets.

Toilet and dressing compartments will be solid plastic. Shower pans will be porcelain mosaic tile, and showers will be provided with a preformed niche/shelf for toiletries, a shower rod and curtain, and solid plastic bench with aluminum feet. Toilet accessories will be satin finish stainless steel. Soap dispensers will be automated, electric hand dryers are not required. Include full-size mirrors at each restroom.

A complete signage package will be provided to include code-required life safety and egress signs, as well as room identification and operational signs as required by JFRD. Exterior signs will include a building identification sign and JFRD Seal plaque. Anchors used to mount sign components are to be concealed or color to match façade so as to be visibly unobtrusive.

6.8 Mechanical Systems (Heating, Ventilation, and Air-Conditioning)

6.8.1 General

This section summarizes the general design criteria and requirements for building HVAC systems for the project.

6.8.2 Codes and Standards

HVAC design will incorporate, at a minimum, the requirements of the following codes and standards:

- Building codes
 1. 2023 Florida Building Code, Building, 8th Edition.
 2. 2023 Florida Building Code, Mechanical, 8th Edition.
 3. 2023 Florida Building Code, Energy Conservation, 8th Edition.
 4. 2024 International Fire Code.
- Standards and regulations
 5. Air Moving and Conditioning Association (AMCA)

6. American Conference of Governmental Industrial Hygienists (ACGIH) - Industrial Ventilation
7. American Society of Heating, Refrigerating, and Air Conditioning Engineers (ASHRAE)
8. American National Standards Institute (ANSI)
9. Associated Air Balance Council (AABC)
10. OSHA Standards for General Industry
11. Sheet Metal and Air Conditioning Contractors National Association (SMACNA)
12. National Fire Protection Association (NFPA)

6.8.3 Energy Code Compliance

In general, the building envelope insulation and system’s efficiency for areas requiring energy compliance will be in accordance with the Florida Energy Conservation Code.

6.8.4 Environmental Design Criteria

Outdoor Design Conditions

Climatic design data for sizing HVAC systems are listed in Table 6.8.4-1.

Table 6.8.4-1. Outdoor Design Conditions - ASHRAE Annual Percentile Temperatures

Condition	Criteria
Cooling:	ASHRAE ^a 0.4% Design 94.4°F (Dry Bulb) 76.8°F (Mean Wet Bulb)
Heating:	ASHRAE ¹ 99.6% Design 32.9°F (Dry Bulb)
Dehumidification:	ASHRAE ¹ 0.4% Design 78.2°F (Dew-point) 82.9°F (Mean Coincident Dry Bulb)

^a ASHRAE 2021 Fundamentals Manual, weather data for the near Weather Station at Jacksonville Craig, FL

Indoor Design Conditions

In general, the indoor design conditions listed in Table 6.8.4-2 will be used for this project.

Table 6.8.4-2. Indoor Design Conditions

Occupancy	Heating Design Temperature (°F)	Cooling Design Temperature (°F)
Fire Station Apparatus area (Heating and Ventilation)	50	104 ^a
Fire Station occupied areas (Cooling and Heating)	70	65

^a Electrical equipment is generally rated for a maximum ambient temperature of 40°C (104°F); ventilation-cooling fans will be sized on the basis of the temperature difference between inside and outside. Occasional excursions of higher temperatures can be expected.

6.8.5 General Equipment Selection Criteria

Systems that exhibit high reliability and have a long service life will be selected.

Humidity Control

In general, relative humidity will not be specifically controlled in the buildings. The HVAC systems will be sized to provide uncontrolled dehumidification to maintain the humidity within the recommended range in the air-conditioned spaces to prevent the following most common harmful effects of high levels of humidity:

- Mold and fungus
- Electronic equipment malfunction
- Corrosion
- Human discomfort

Building Pressurization

Adequate ventilation air quantities will be provided in occupied air-conditioned spaces to ensure the building is provided with a slight positive air pressure. This process will minimize infiltration of humid air during the summer months and help to control indoor relative humidity within acceptable limits. Restrooms will be maintained under negative pressure. System specifications define balancing procedures for both airflow and pressure control. The HVAC systems will be balanced after construction to the required pressure differential.

Noise Control

HVAC systems serving the occupied spaces will be designed to meet the average noise criteria (ANC) levels recommended by ASHRAE. If the HVAC equipment does not result in acceptable noise levels, sound attenuation devices such as duct silencers will be used to reduce noise levels.

Duct velocities will be maintained in accordance with the recommendations in the latest *ASHRAE Handbook – HVAC Applications*.

Redundancy

Most of the building spaces in this project do not contain equipment or processes that would be measurably harmed if ventilation, or air conditioning was temporarily lost. No deliberate HVAC system backup is planned for this project.

Corrosion Protection

HVAC equipment, ductwork, and air distribution devices serving or located in corrosive environments will be provided with protective coatings and/or constructed from corrosion-resistant materials.

All the condenser unit coils shall be provided with factory dip-applied corrosion protecting coating, and all associated refrigerant piping shall be protected with spray applied corrosion protecting coating for sea coastal environment.

6.8.6 Specific Equipment Selection Criteria and Recommendations

The following criteria are general in nature.

Exterior equipment may require fencing for security purposes; review with JFRD.

Heating Systems

Electric resistance heating strips and air-to-air heat pumps will be used in areas requiring space heating.

Cooling Systems

Constant air volume (CAV) split DX air-conditioning systems will provide cooling in the areas requiring space cooling.

Ventilation Systems

The minimum ventilation (fresh) air supply quantity for heated or air-conditioned occupied spaces will be in accordance with ASHRAE, Standard 62 (latest edition), "Ventilation for Acceptable Indoor Air Quality." Ventilation systems will be designed to maintain human comfort criteria including temperature, humidity, noise, and air quality factors.

Ductwork

Metal ductwork will conform to the latest SMACNA standards.

Starters and Disconnects

Motor starters/contactors for HVAC equipment will be factory-installed by the equipment manufacturer, when available. If the option is not available, starters/contactors will be installed wall mounted as required by electrical engineer.

Control Systems

All HVAC systems will be controlled via stand-alone 7-day programmable thermostats with liquid crystal display (LCD) display. Control systems will include local control panels for equipment, either provided with packaged equipment or wall mounted to serve one or more equipment items.

6.8.7 Specific Zone Design Criteria

Fire Station Apparatus Area

Ventilation for heat control will be provided with roof-mounted exhaust and supply fans. The fans will be controlled via wall-mounted thermostat and HAND/AUTO/OFF switch mounted on local HVAC control panel. Heating will be provided with space electric heaters controlled via wall mounted thermostats.

Fire Station Occupied Areas

The occupied areas will be air-conditioned and heated via DX split heat pump systems through a ductwork system. The systems shall be controlled via 7-day programmable thermostats (one per unit). Ventilation will be provided for restrooms via inline square, roof mounted, and cabinet exhaust fans as required per Florida Building Mechanical code. The fans will be controlled via light switch and /or interconnected with the air handling units.

6.9 Plumbing Systems

6.9.1 General

Water supply streams will be defined as follows:

- W1: Potable water with required backflow prevention
- W2: W1 water with additional backflow prevention

6.9.2 Code, Standards, and Regulations

Plumbing systems design will conform to the requirements of the listed codes and standards and any supplementary requirements of the authorities having jurisdiction.

6.9.3 Building Codes

- FBC, 8th edition (2023)
- FBC, Energy Conservation, 8th edition (2023)
- FBC, Plumbing, 8th edition (2023)

6.9.4 Standard and Regulations

- FBC, Accessibility, 8th ed (2023)
- Americans with Disabilities Act standards
- ANSI

6.9.5 Overall Design Criteria/Requirements

6.9.5.1 General

- Potable water will be supplied from a new potable water line from the existing water within the facility.
- Water hammer arresters will be provided at restroom hot and cold water lines, and quick closing valves.
- Sanitary drain leaving the building will be routed to an existing or new sewer main.

6.9.5.2 Cross Connection Control

- Cross connection control will be provided in accordance with the plumbing code. Backflow preventers will be installed for the following, as a minimum:
 - Building W1 potable cold water
 - A separation between potable water (W1) and (W2) water
 - Fire service water if there is a fire system in the buildings

6.9.5.3 Thermal Insulation

Thermal insulation will be provided for the following piping systems:

- Potable cold water
- Potable hot water

- Potable recirculating hot water
- Condensate drains from air conditioner cooling coils

6.9.5.4 Piping and Accessories

Plumbing piping materials will be as follows:

- Potable cold water (W1)
 - Pipe 3 inches and smaller, copper pipe
- Nonpotable cold water (W2)
 - Pipe 3 inches and smaller, copper pipe
- Potable hot water
 - Pipe 3 inches and smaller, copper pipe
- Sanitary drain and vent
 - Above and below floor, schedule 40 PVC-DWV drain waste and vent soil pipe
 - CISP (cast-iron soil pipe) will be installed where piping is subject to physical damage
- All piping systems passing through return air plenums will be metal

6.9.5.5 Plumbing Fixtures

- General
 - Floor drains and hub drains that have infrequent use will be provided with trap primers to maintain trap seal. Water source for trap priming will be either W1 or W2 water.
 - Water closets, urinals, lavatories, and water coolers will be provided as required by the applicable codes, including FBC-Accessibility.
 - Water closets and urinals will be flush valve type.
 - Water closets will be wall-mounted type.
 - Water coolers will be bi-level, with one low and one high water dispenser, and include a bottle fill station.
 - Hose bibs required on exterior at rear-side of Apparatus Bay (both sides), on the front side of the bunker gear room, and outside the Covered Patio; confirm quantity and placement with JFRD.

6.9.5.6 Water Conservation

- Low water use plumbing fixtures and trim will be specified and installed in accordance with requirements of the plumbing code. Maximum flow rates will be as follows:
 - Water closet - 1.28 gallons per flushing cycle
 - Urinal - 1.0 gallon per flushing cycle
 - Private lavatory - 0.5 gpm
 - Sink faucet - 1.5 gpm

6.9.5.7 Plumbing Equipment

Domestic Water Heaters

Domestic hot water will be provided using tank type electric water heaters, minimum 80 gal.

- Recirculating potable hot water pump will be provided where the distance from the tank type water heater to the most remote fixture exceeds 40 linear feet.

Plumbing Valves

- Hose valves
 - Light duty hose valves for building interior and exterior washdown will be 0.75 inch diameter.
 - Medium duty hose valves for interior and exterior washdown will be 1 inch diameter.
 - Heavy duty hose valves for interior and exterior washdown will be 1.5 inches diameter.
- Water valves
 - 2-inch and smaller, full port ball valve
 - 2.5-inch and larger, gate valve

6.10 Life Safety / Fire Protection

6.10.1 Codes and Standards

- Florida Building Code (FBC), 2023 Edition
- Florida Fire Prevention Code, 2023 Edition
- NFPA 10, Standard for Portable Fire Extinguishers, 2018 Edition
- NFPA 13, Standard for the Installation of Sprinkler Systems, 2019 Edition
- NFPA 24, Standard for the Installation of Private Fire Service Mains and Their Appurtenances, 2019 Edition
- NFPA 70, National Electrical Code, 2020 Edition
- NFPA 72, National Fire Alarm and Signaling Code, 2019 Edition
- NFPA 90A, Standard for Installation of Air-Conditioning and Ventilating Systems, 2021 Edition
- NFPA 101 (Florida Edition), Life Safety Code, 2021 Edition

6.10.2 Life Safety Analysis

Separated Mixed Use – FBC 508.4

Business (B) – FBC 304.1

Storage (S-2) – FBC 311.3

Residential (R-2) – FBC 310.4

The fire station facility will be classified as a separated mixed use building in accordance with FBC 508.3 Under these provisions the allowable building area must be based on the most restrictive allowances for the occupancy groups under consideration for the type of construction of the building in accordance with Section 503.1. In this case, the most restrictive occupancy classification is R-2.

Construction Type:

V-B

Allowable Number of Stories & Height:

Maximum Allowable: 3 Stories / 60 ft

Actual Height: 1 Story / 29 ft

Allowable Area:

Business (B)	Residential (R-2)	Storage (S-2)
36,000 SQFT	28,000	54,000

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$$A_a = \{A_t + [A_t \times I_f] + [A_t \times I_s]\}$$

Where:

A_a = Allowable area per story (ft²)

A_t = Tabular area per story in accordance with Table 503 (ft²)

I_f = Area increase factor due to frontage as calculated in accordance with Section 506.2

I_s = Area increase factor due to sprinkler protection as calculated in accordance with Section 506.3

$$I_f = [F / P - 0.25] W / 30$$

Where:

F = Building perimeter that fronts on a public way or open space having 20 feet open minimum width (feet)

P = Perimeter of entire building (feet)

W = Width of public way or open space (feet) in accordance with Section 506.2.1

I_s = 3 for buildings with no more than one story above grade plane

The proposed construction type for the building is Type V-B, non-combustible construction. The building will be fully sprinklered. The open perimeter on every side of the building is more than 60 ft, therefore, a credit of 0.75 is permitted for I_f . The allowable areas per floor for each occupancy type based on Type V-B construction are as follows:

	Business (B)	Residential (R-2)	Storage (S-2)
A_t	36,000	28,000	54,000
I_f	0.75	0.75	0.75
I_s	3	3	3
A_a	171,000	118,000	256,500

Actual Area: 9,085 ft²

Since the actual area of the building is less than the allowable area for a R-2 occupancy (most restrictive), the proposed Type V-B construction is acceptable.

Accessory and Incidental Use Spaces:

Accessory occupancies shall not occupy more than 10 percent of the building area of the story in which they are located and shall not exceed the tabular value of Table 503. Accessory spaces need not be separated from the main building occupancies provided they meet these area limitations per FBC 508.2.4.

Incidental accessory spaces listed in FBC Table 509 shall be separated from the remainder of the building or equipped with automatic fire-extinguishing systems in accordance with Table 509. Since the building is

Design Criteria Construction Document Fire Station 48

fully sprinklered, the areas identified in the table need only be separated with assemblies capable of resisting the passage of smoke in accordance with FBC 509.4.2.

Fire Resistive Requirements:

Fire Resistance ratings of building elements are based on Type V-B construction.

Building Element	Fire Resistance Rating (hours)
Structural Frame	0
Bearing Walls	
Exterior	0
Interior	0
Nonbearing Walls and Partitions	
Exterior	0
Interior	0
Floor Construction – Including supporting beams and joists	0
Roof Construction – Including supporting beams and joists	0

Separation of occupancies requires a 1-hour fire barrier between S-2 and R-2 per FBC 508.4. Separation walls separating sleeping units in the same building and walls separating sleeping units from other occupancies contiguous to them in the same building must be constructed as fire partitions. (FBC 420.2 and 708)

Exterior walls shall be fire resistance rated in accordance with FBC Table 705.5 based on the separation distance to the property line. For the purpose of establishing the fire separation distance, the property line is located midway between adjacent buildings. Per FBC Table 602, fire resistance ratings are not required for exterior walls for Type V-B construction when the fire separation distance is 30 ft or greater. There are no buildings in close proximity to the Fire Station, therefore, no exterior fire rated walls are required.

Enclosure Protection and Penetration Requirements:

FBC 714, 716

Fire Rated Walls

Through penetrations shall be protected with by an approved fire-resistance rated assembly as required by FBC 714.5.1.2 or a firestop system as required by FBC 714.5.2. Membrane penetrations into fire rated walls shall comply with FBC 714.3.2.

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Opening Protectives:

Openings in fire rated walls shall be protected with an approved fire door assembly in accordance with FBC 716.5.

Type of Assembly	Required Assembly Rating (hours)	Minimum Fire Door Rating (hours)
Fire Barrier	1	3/4
Fire Partitions	1/2	1/3

Fire and Smoke Dampers:

FBC 717

Fire Barriers - Duct penetrations through fire barriers and fire partitions shall be protected with an approved fire damper in accordance with FBC 717.5.2 and 717.5.4 respectively.

Interior Finish:

Interior finish must comply with FBC Table 803.11

Occupancy	Exit Enclosure and Exit Passageways	Rooms and Enclosed Spaces
Business	B	C
Residential (R-2)	C	C
Storage (S-1)	C	C

Interior Floor Finish Requirements (FBC 804.4.2): Class I or Class II

Means of Egress:

Means of egress and other life safety features shall be designed in accordance with the applicable provisions of FBC Chapter 10 and NFPA 101. All egress requirements are based on the building being fully sprinklered.

- A. Minimum Number of Exits (FBC 1006.3.2): 2
- B. Remoteness of Exits:

In buildings protected throughout by a supervised automatic sprinkler system, the minimum distance between at least two exits on each floor or area shall be at least one third the length of the maximum overall diagonal dimension of the building or area to be served. (FBC 1007.1.1 and NFPA 101 7.5.1.3.3)

- C. Maximum Travel Distance to Exits (FBC 1017.2)

Business: 300 Feet

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Residential: 250 Feet

Storage: 250 Feet

D. Maximum Dead-End Corridor

Business: 50 Feet

Residential: 50 Feet

Storage: 50 Feet

E. Maximum Common Path of Travel:

Business: 100 Feet

Residential: 125 Feet

Storage: 100 Feet

F. Minimum Egress Width (Clear Width):

Doors: 32 in (FBC 1010.1.1)

0.2 in / occupant (FBC 1005.3.2)

G. Discharge from Exits (NFPA 101 7.7)

All exits must terminate at a public way or at an exterior exit discharge.

H. Occupant Load (FBC 1004.5 and LSC 7.3.1.2)

The occupant load of the building shall be determined using the appropriate occupant load factors for the use of the facility or area in question. Occupant load factors shall be applied based on the actual use of the given area and not the overall occupancy of the building. The occupant load factor that most closely matches the use of the area in question will be applied.

Use (Occupancy)	Occupant Load Factor
Business	150 (gross)
Assembly	15 (net)
Residential	200 (gross)
Storage	300 (gross)
Exercise Room	50 (gross)
Kitchen	200 (gross)
Locker Room	50 (gross)

Calculated occupant loads for each area of the building are shown on the Life Safety plans.

I. Accessible Means of Egress Requirements (NFPA 101 7.5.4)

Accessible means of egress must be provided throughout the facility in accordance with NFPA 101 7.5.4. Accessible egress doors are provided throughout the building.

J. Areas of Refuge

Areas of refuge are not required since all exits discharge at grade level.

K. Exit Sign Requirements (NFPA 101 7.10)

Exits must be marked by an approved sign readily visible from any direction of exit access (NFPA 101 7.10.1.2).

Tactile signage shall be located at each exit door requiring an exit sign (NFPA 101 7.10.1.3).

Access to exits shall be marked by approved readily visible signs in all cases where the exit or way to reach it is not readily apparent to the occupants. Sign placement shall be such that no point in the exit access corridor is more than 100 ft from the nearest sign (NFPA 101 7.10.1.5.2).

Every exit sign shall be illuminated by suitably illuminated by a reliable light source. Externally and internally illuminated signs must be legible in both the normal and emergency lighting mode and shall be continuously illuminated (NFPA 101 7.10.5).

Fire Extinguishers

The facility must be provided with portable fire extinguishers and selected/installed in accordance with NFPA 10 (FBC 906).

6.10.3 Fire Alarm System

The facility must be provided with an addressable fire alarm system, including a fire alarm Teleguard systems and one year of monitoring. The system must be designed in accordance with NFPA 72 (FBC 907.2). The system shall include a fire alarm control panel, manual fire alarm stations, smoke detectors, carbon monoxide detectors (if required), duct smoke detectors, provisions for monitoring fire suppression systems, and audio/visual occupant notification devices. Smoke alarms must be provided in bunk room (R-2 occupancies) in accordance with FBC 907.2.9. Emergency response radio coverage booster must be provided in accordance with NFPA 1221. The system exterior components shall be designed to withstand loadings from Category IV wind speeds.

6.10.4 Fire Suppression System

The building must be protected throughout by an automatic fire suppression system designed in accordance with NFPA 13. A standpipe system is not required per FBC 905.

Fire water flow data is not available. Fire water flow data must be included in the next submittal.

Design of the fire suppression system must be based on the following criteria:

Area	Classification	Density/Area	Hose
Offices, Bunk Rooms, Day Room, Dining, ect	Light Hazard	0.1(gpm/sqft) / 1,500 sqft	100 gpm for 30 minutes
Apparatus Bay, Storage	Ordinary Hazard Group 1	0.15(gpm/sqft) / 1,500sqft	250 gpm for 60 minutes

6.11 Electrical Systems

Power Distribution

A main distribution panel, 208/120V, 3 phase, 4 wire, 600 amps will be provided. A digital multi-function power meter will be provided with software compatible with interfacing to the BMS system (Modbus protocol). A Category C3 Surge Suppressor Device (SPD) will be provided on the main distribution panel.

The distribution panelboard will feed 208/120-volt dedicated panels to support lighting, mechanical, receptacle, and miscellaneous loads.

Electrical service equipment will be sized with 15% spare capacity in the service demand load calculation for future growth. The switchgear and all panelboards will be provided with at least 15% spare circuit breakers/spaces to accommodate future work.

Standby Generator

The building will be served by an estimated 100 kW, 208Y/120V 3 PH standby generator via an 800A automatic transfer switch. The automatic transfer switch will feed the incoming service to each building to provide 100% backup power. Tradewinds Generators is JFRD's preferred supplier. The generator shall be a (1) Tradewinds power corporation diesel engine generator with electronic isochronous governor, 0.25% regulation; (2) "E" control panel; 20 amp remote enunciator panel, surface mount; (3) 500 gallon double wall, sub-base, fuel tank; (4) 600 Amp automatic transfer switch; (5) Four hour resistive load bank per NFPA 110 requirements; (6) 5 year comprehensive warranty; (7) 2 sets of operators manuals; (8) vibration insulators; and (9) emergency light. The DBF shall be responsible for the design and complete installation of the emergency generator including its housing. The emergency generator and housing shall be designed to withstand the 140 mph 3 second gust or the current wind speed requirements in the current FBC, whichever is higher. The DBF is responsible for the first fuel fill. The generator acknowledgment panel shall be recessed mounted.

Ground Electrode System

The grounding system will be designed per NFPA 70, National Electrical Code Article 250 requirements. The equipment being grounded will consist of the main building ground including a ground loop around the building, building steel and water service. Accessible ground test wells will be included for accessing the exterior ground rods for testing and measurements of grounding resistance. The grounding system will be extended to include and panels and ladder trays. A grounding bar will be provided at all telephone/data communication closets and main service entrance. The lightning protection system down lead conductor will be connected to the grounding system. Each branch circuit will contain an equipment grounding conductor sized in accordance with NEC requirements.

Lightning Protection System

The building will be provided with a complete lightning protection system based on NFPA 780, 2014 Edition conforming to UL 96A Class I. System will consist of air terminals with required base, grounding conductor and down lead conductor. All equipment located on the roof will be bonded, and air terminals will be spaced to conform to UL requirements for a Class I system. Lightning protection will also bond to the building grounding system.

Interior Grounding System

A main ground bus bar will be provided in the main electrical room with telecommunications ground bus bars (TGB) provided in the telecommunications rooms. Equipment chassis, racks, and cable trays within the telecommunications rooms will be bonded to the TGB. Supplemental ground bus bars will be provided where required.

All feeder and branch circuit conduit runs will include a green insulated copper ground conductor sized in accordance with NEC requirements. This conductor will be provided in all raceways and bonded to all devices and equipment housings using appropriate grounding lugs.

Power System

Power and lighting wiring will be installed in conduit, 3/4-inch minimum trade size. Unless noted otherwise, all interior conduits will be electrical metallic tubing (EMT). Rigid galvanized steel conduit (RGS) will be used in areas exposed to moisture such as exterior exposed surfaces, less than six feet above finished floors and in other locations where damage is likely to occur. Conduits installed in concrete slabs or underground duct banks will be polyvinyl chloride (PVC) type. Rigid galvanized steel elbows turned up through the finished slab will be used where elbows are subject to possible damage. All connections to motors, transformers, and other equipment subject to vibration will be made with flexible metal conduit or liquid tight conduit in areas subject to moisture. Feeders and branch circuits will be sized based on copper conductors with a 75° C maximum operating temperature. Conduits will be sized assuming THHN/THWN-2 copper conductors in the appropriate conduit type for the application.

Branch circuits will be sized so as not to exceed a 5% voltage drop from the main distribution panelboard to the last device on the circuit.

Interior Lighting

Building lighting will be comprised of LED lighting and will be energy efficient in design throughout the building. LED lighting is to be provided in the Apparatus Bays at the front-side overhead doors. Apparatus Bay lighting will be controlled by switches at multiple locations. All lighting and controls will be in accordance with ASHRAE 90.1, 2019 edition. Illumination levels will comply with IESNA recommendations. Exit and egress lighting levels will be in accordance with NFPA 101.

Interior light fixtures will be energy efficient, LED luminaires. Lighting will be controlled with dual technology occupancy/vacancy sensors and equipped with manual override. Recessed or pendant direct/indirect or indirect light fixtures will be provided in conference rooms, labs and office spaces in coordination with the application and architectural finishes. Recessed or surface mounted lights will be provided in non-occupied spaces, with the exception of pendant mounted lights in the mechanical, electrical, and telecom rooms to keep the ceilings clear for conduit runs. Bunk rooms will receive motion sensors. Restroom and office lighting will be occupancy sensor controlled.

The targets* for maintained foot-candle (fc) levels of each area are as follows:

- Offices: 30FC at 2' 6"
- Conference Rooms: 30FC at 2' 6"
- Corridors: 5FC at floor
- Break Room: 10FC at 2' 6"
- Restrooms: 5FC general/15FC fixtures and vanities

- Electrical/Mechanical Rooms: 20FC at 3'
- Telecommunications Rooms: 50FC at 3'
- Storage Areas 10FC at floor

Lighting Fixture Types

Lighting fixtures in office areas will be combination of linear LED and downlight LED lighting fixtures. LED light fixtures will be specified with a 5-year warranty and 50,000-hour life expectancy. LED light fixtures will have a minimum of 80 CRI and will have color temperature of 4000 degrees Kelvin.

Lighting Controls

Automatic lighting controls will be provided in all spaces in accordance with FBC requirements. Dual technology occupancy/vacancy sensors and dimming controls will be provided in all spaces. In addition, automatic daylight harvesting controls will be provided in daylight areas.

Emergency Lighting

Emergency lighting will be provided in all areas. The emergency lighting fixtures will have integral battery packs. Emergency lighting levels will be an average of at least 1.0 fc along the path of egress with no less than 0.1fc. Green LED exit signs with an integral battery pack or connected to a central inverter, will be provided where required, to identify the means of egress.

Exterior Lighting

Exterior wall LED light fixtures will be provided at the entrance areas, and at the Apparatus Bay rear-side overhead doors. Lighting levels at the entrances and building canopies will be in accordance with IESNA recommendations for exterior lighting as stated in the Lighting Handbook, 10th Edition.

Exterior lighting will be controlled by a timeclock with photoelectric sensor override. Motion sensors will be provided at each exterior light fixture to reduce connected lighting power by thirty percent.

6.12 Network Telecom Infrastructure

Provide networking cabling, and tv cabling in a manner and number similar to what is shown on the Fire Station 47 reference drawings. All telecom, security, and access control systems must be reviewed with JFRD prior to completion of design to ensure design aligns with operational goals of the facility.

6.13 Furnishings, Fixtures and Equipment

A furniture, fixtures and equipment (FFE) package, while not included in the project, must be coordinated with the Owner to ensure adequate space, support, and connections as needed. For example, an ice machine will be furnished by the Owner, to be installed by the contractor in the corridor adjacent to the Kitchen, and will require water and power connections and a floor drain; televisions provided and installed by the Owner will require power and in-wall backing for mounting. Coordinate space required for equipment, including opening width for refrigerators and other kitchen appliances, prior to completion of design.

6.14 Additional Equipment

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In addition to what is shown above, the DBF shall be responsible for design, furnishing and installing these additional systems:

1. LED Door Illumination Equipment
2. Traffic Signalization Pre-Emption System
3. Purvis FSAS Alerting System
4. Magnegrip FLEX TRACK "SFTM", Diesel Vehicle Exhaust Ventilation System.
5. Front Wall Letters and Seal.

The details for these systems are shown in the reference document section of this DCCD.



ATTACHMENTS

FOR

DESIGN-BUILD JFRD FIRE STATION 48 AT BIMT

JPA FPN #: B2024.01

Contract No.: AE-1935A

BLOUNT ISLAND MARINE TERMINAL

How to Submit Your Bid Response in E-Builder




After reviewing the bid package invitation, use the Response Form tab to submit your bid response.

To submit your proposal:

1. [Access](#) the bid package.
2. Click the **Response Form** tab.
3. On the **Step 1: Bid Form** tab, enter your pricing on the bid form line items.

Ensure that you provide pricing at the level of detail required by the bid manager (if applicable). Some line items may be lump sum, and others may require quantities and unit prices.

- If there are areas that do not pertain to your trade, enter a zero (0) value in that line.
- The Summary box at the top of the page maintains a running total of your entries for reference.

4. Click  (Save). Ensure that your work is saved periodically.
5. *Optional:* To export the bid items to a spreadsheet that you can customize or that you can share with your team, click  (Download). After updating the spreadsheet, click  (Upload) to re-import it.
6. On the **STEP 2: Response Documents** tab, click **Attach Documents**, and upload any supporting document needed to support your bid.
7. On the **STEP 3: Additional Required Info** tab, complete any additional questions or qualification statements that have been established by the bid manager. If any addenda have been issued, you are required to acknowledge receipt of the addenda on this page before submitting your bid.
8. Review the entire Response Form and click **Submit**.
9. When prompted, enter your e-Builder portal password and click **Submit Bid**.

The date and time that you submitted your bid is stamped on your Response Form. You will also receive an email confirmation.


Recall your Bid Response *(only if necessary)*

If you failed to submit all documents or see an error on a page **after submitting** your bid, you can make changes to your bid before the due date/time without any interaction from the bid manager. The bid manager has no record of your bid response until you click Submit again.

To recall your bid response

1. On the **Response Form** tab, click **Recall Bid**.
2. Optionally provide a reason for your recall and then click **Yes, I am sure**.
Your previous submission information is displayed on the Response Form tab.
3. Click **Submit** to resubmit your bid prior to the bid due date/time.

Additional Notes

- *After the bid due date/time has passed, the Submit button will be disabled. It is critical that you complete the entire process prior to the cut-off time. The system will not permit you to submit your proposal or bid after the deadline regardless of where you are in the process. As stated, the Submit button is systematically disabled promptly at the deadline and JAXPORT is unable to see anything you have uploaded prior to the bid due date/time. No late submissions will be permitted or accepted. Please plan accordingly.*
- If the bid manager adds or changes a bid item, or publishes an addendum, your bid will be set back to a Draft status. You will receive an email notification and will be required to reconfirm your bid and resubmit.
- When you need to step away from entering the quote, click  (Save). It is recommended that you save every 15 minutes. This will ensure that your changes are saved.
- If there are areas that do not pertain to your trade, enter a zero (0) value in that line item.
- If you have your qualifications in Word® or another program, copy and paste them into the qualifications.
- It is required that you acknowledge all the addenda, even if they do not pertain to your trade.
- It is recommended that you submit your quote at least 60 minutes before the due time so that you can rectify any errors. To submit the proposal, you must complete all the fields and acknowledge the addenda items.
- Failure to submit all information requested will result in a proposal or bid being considered “non-responsive,” and therefore will be rejected.