REQUEST FOR QUALIFICATIONS

RFQ No. AE-2108B

JACKSONVILLE PORT AUTHORITY

DESIGN OF TMT WOOD PELLET RAIL YARD & RTG FACILITY

RFQ DUE DATE: TUESDAY, DECEMBER 1, 2026, by 2:00 PM (ET)

Elijah Wright, Sr. Contract Specialist
Elijah.Wright@JAXPORT.com

PROCUREMENT SERVICES
2831 Talleyrand Avenue, Jacksonville, Florida 32206

JAXPORT.com/procurement/active-solicitations
https://procurement.opengov.com/portal/JAXPORTfl

NO BID RESPONSE

DESIGN OF TMT WOOD PELLET RAIL YARD & RTG FACILITY

RFQ NO. **AE-2108B**

PROJECT: **DESIGN OF TMT WOOD PELLET RAIL YARD & RTG FACILITY**

PROPOSAL OPENING DATE: **TUESDAY, DECEMBER 1, 2026** TIME: **2:00 PM (ET)**

If your firm does not intend to submit Statement of Qualifications for this project, please provide us with the information requested below and e-mail to Elijah.Wright@JAXPORT.com

NAME OF FIRM: _____

We are unable to submit SOQ's for this project for the following reasons:

SIGNATURE: _____

TITLE: _____

TELEPHONE: ( )

We ( ) are / ( ) are not interested in submitting SOQ's for similar JAXPORT projects in the future.

REQUEST FOR QUALIFICATIONS
DESIGN OF TMT WOOD PELLET RAIL YARD & RTG FACILITY
JACKSONVILLE PORT AUTHORITY
CONTRACT NO.: AE-2108B
PUBLIC NOTICE

The JPA is requesting Statements of Qualifications (SOQ's) from Professional Engineering Consultant Firm's interested in providing Design services for DESIGN OF TMT WOOD PELLET RAIL YARD & RTG FACILITY for the Jacksonville Port Authority.

The JPA will utilize an external Professional Engineering Consultant Firm to provide all labor, materials, and expertise to design a new rail yard and rubber-tired gantry (RTG) transfer facility at Talleyrand Marine Terminal. The facility will support a tenant's containerized wood pellet operation, moving containers between rail and a staging yard where they will be stacked up to five high. The work includes a siting study, a four-track rail yard, RTG runways and hurricane tie-downs, site electrical, staging area pavement and subgrade improvements, and utility coordination, all on an active marine terminal. Services cover preliminary engineering, design, permitting, bid support, and construction phase services.

Submission of SOQ's does not guarantee your company will receive a contract from the JPA, nor does it imply that your company has any type of procurement/contractual relationship with the JPA now or in the future. Information provided by your company 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, the JPA 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.

A Pre-Submission Meeting will be held on **THURSDAY, NOVEMBER 12, 2026, at 10:00 AM (ET),** via ZOOM at

https://us02web.zoom.us/j/87549028280?pwd=44NunohIVYRnWyhRIph6DFtXwUqYhq.1,
Meeting ID: 875 4902 8280 Passcode: 769695.

Attendance is highly recommended but not required for any firm that may be considering submitting Statement of Qualifications.

ALL STATEMENTS OF QUALIFICATIONS WILL BE RECEIVED BY JPA'S PROCUREMENT SERVICES IN PDF FORMAT ONLY THROUGH OPENGOV UP TO 2:00 PM (ET), ON TUESDAY, DECEMBER 1, 2026.

https://us02web.zoom.us/j/81843472060?pwd=LUfwCd6AavOZVSkbpw695l9QhffElw.1
Meeting ID: 818 4347 2060 Passcode: 171102

The Request for Qualifications document can be obtained from our website: https://www.jaxport.com/procurement/active-solicitations/. If you should have any questions regarding this application package, please submit them through the solicitation posting on JAXPORT's Procurement Portal at https://procurement.opengov.com/portal/JAXPORTfl.

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C. Public Entity Crimes Sworn Statement
D. Certification Regarding Lobbying
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I. Article V, JAXPORT Procurement Goals Small and Emerging Business (SEB) Participation Policy Goals, Conditions and Instructions

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SECTION 1
REQUEST FOR QUALIFICATIONS OVERVIEW, RESPONSE PROCEDURES AND SCHEDULE OF EVENTS

1.01 OVERVIEW

The Jacksonville Port Authority (JAXPORT) is a full-service international trade seaport located in the Southeastern United States and is the global gateway to the State of Florida, the third most populous state in the nation.

JAXPORT owns, maintains and markets three cargo terminals, two intermodal rail terminals and one passenger cruise terminal along the St. Johns River.

JAXPORT and its maritime partners handle a variety of cargoes, including:

- containerized freight
- automobiles, recreational boats and construction equipment (roll-on roll-off or Ro/Ro)
- breakbulk commodities
- dry and liquid bulks and
- over-sized and specialty cargoes.

JAXPORT's three marine terminals handled more than 10 million tons of cargo in 2025, including 1.3 million TEUs (containers) – making Jacksonville the largest container handling port in Florida – and 500,000+ vehicles, ensuring JAXPORT's ranking as one of the top vehicle ports in the U.S.

JAXPORT features 19 container cranes, warehousing, Foreign Trade Zone status and intermodal connections enhanced through its two container rail yards. To help speed goods to market, shippers can take advantage of Jacksonville's location at the crossroads of three major railroads (CSX, Norfolk Southern and Florida East Coast Railway) and three interstate highways (I-95, I-10, and I-75).

Cargo activity through the Port of Jacksonville generates 206,000+ jobs in Florida and supports $44 billion in annual economic output for the region and state.

JAXPORT's Vision

JAXPORT will be a global leader in diversified trade and supply chain solutions, focused on efficiency and fiscal integrity.

JAXPORT's Mission

Creating jobs and opportunity by offering the most competitive environment for the movement of cargo and people in a safe and secure workplace.

1.02 PURPOSE

The JPA is requesting Statements of Qualifications (SOQ's) from professional Consultant Firm's interested in providing Design services for DESIGN OF TMT WOOD PELLET RAIL YARD & RTG FACILITY for the Jacksonville Port Authority to design a new rail yard and rubber-tired gantry (RTG) transfer facility at Talleyrand Marine Terminal. The JPA is specifically seeking a Consultant Firm capable and with experience in providing design services for the maritime industry or ports of similar size.

The professional engineering consultant services will be procured in accordance with the Consultant's Competitive Negotiation Act (CCNA), adopted by the Florida Legislature in 1973, under Section 287.055, Florida, Statutes, as amended, which requires state government agencies, municipalities or political subdivisions, school boards and school districts, to select a consulting firm based on qualifications rather than on a lowest bid basis. For purposes of this RFQ the terms "Consultant Firm", "Consultant" and "Proposer" are used interchangeably.

The Consultant Firm shall not assign or subcontract any professional work of the contract to any other entity without the specific written permission and acceptance of the JPA. All services shall be rendered in individually authorized projects.

1.03 QUALIFICATION AND SUBMISSION PROCESS

The procurement of the Consultant Firm Services for DESIGN OF TMT WOOD PELLET RAIL YARD & RTG FACILITY for the JPA will follow a phased selection process consisting of submission of SOQs in response to this advertisement. Submittals will be reviewed and evaluated based on minimum requirements and then qualifications to perform the services required. At the JPA's discretion, at least three Proposers may be invited to make oral presentations/interview prior to final selection. Such oral presentations/ interviews will be scheduled at the JPA's convenience. The JPA will not be liable for any costs incurred in connection with such oral presentations/interviews. The JPA is not required to contact a Proposer to obtain additional information to evaluate the SOQ's; however, JPA may elect to do so. The JPA will make an award based on the Proposer's ability to meet JPA's needs and requirements, based on the Evaluation Criteria as shown on Section 5.01, and 5.02 of this RFQ.

The SOQ's developed in response to this advertisement shall focus on demonstrating **capability and professional expertise** to perform the noted work. Any subsequent oral presentations/interviews, to be completed only by the selected Proposers, will provide the Consultant Firm with the opportunity to specifically present their approach to the Project in the areas noted in Section 3 – Scope of Work of this RFQ.

The Consultant Firm selection process will be in accordance with Section 287.055, Florida Statutes, as amended, the Consultants Competitive Negotiation Act (CCNA) based on information provided by the Proposer's SOQ's and, if shortlisted, subsequent, oral presentations/interviews.

It is anticipated that respondents to the RFQ may consist of a Consultant Firm comprised of a Consultant leading the Team with one or more sub consultants to supplement the Consultant's resources within specific areas of expertise. The Consultant Firm serving in the role as a Consultant on a Consultant Team will be limited to participating only on that Consultant Team for which they are the Consultant. Sub consultants will be allowed to participate on more than one Consultant Firm Team.

1.04 REQUIREMENTS FOR STATEMENT OF QUALIFICATIONS

All SOQ's shall be prepared simply and economically avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete, accurate and reliable presentation. All information requested must be submitted.

All SOQ's shall be a maximum of twenty-five (25) 8-1/2-inch x 11-inch single sided pages. The required documentation in Section 4 is not a part of the twenty-five (25) pages maximum. Cover Letter, Table of Contents, Front/Back Covers and Tabs are not counted. Text shall be a minimum font size of twelve (12) on all text and tables.

Statements of Qualifications and all required supplemental material listed in **Section 4.01**, must be submitted in **PDF Format Only** through OpenGov. SOQ's and supplemental documents submitted through Email or Fax will not be accepted or considered. **Until further notice, JAXPORT is *not* accepting any SOQ packages submitted by mail or hand-delivery. Please visit the JAXPORT's website at www.jaxport.com for more information and updates**.

The PDF file name should read **"RFQ_AE-2108B".**

SOQ'S MUST BE SUBMITTED THROUGH OPENGOV,
PRIOR TO 2:00 PM (ET) ON TUESDAY, DECEMBER 1, 2026.

"How to Submit Your Bid Response in OpenGov" is provided as **Attachment "H."** For additional instructions on how to navigate in OpenGov, click the below link to access the **"Bidders Portal Instructional Training Guide":**

https://opengov.my.site.com/support/s/article/8e675a48-dad3-4759-9bae-6b4cb7970d21

Proposals must be submitted prior to 2:00 PM (ET), TUESDAY, DECEMBER 1, 2026. The submit button in OpenGov will deactivate at exactly 2:00 PM 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 RFQ, a proposal is considered delivered when confirmation of delivery is provided by OpenGov. Proposer's must ensure that its electronic submission in OpenGov 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 required, and therefore, unacceptable. Proposer's 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.

Each individual SOQ shall contain the following information:

1. The Proposer Identification/Authorized Signatories, the legal name, address, and telephone number of the Proposer (corporation, firm, partnership, individual, or sole proprietorship). SOQ's shall be signed above the typed or printed name and title of the signer. SOQ's must be signed by an individual with the authority to bind the Proposer. The signature of Authorized Representative on the SOQ must be made by an officer of the Proposer if the Proposer is a corporation, by a partner if the firm is a partnership, or by the proprietor, if the firm is a sole proprietorship.

2. Minimum Requirements - In order to be considered responsive to this RFQ, Proposers should provide the following documentation with their SOQ submittal. This documentation should be included in a separate section designated **"Required Forms and Documentation"** and is not included in the SOQ page limitation. A Proposer's SOQ that does not include this documentation may be deemed non-responsive. Additionally, if the Proposer's submitted documentation does not, in the sole opinion of JPA, meet the intent of JPA's minimum requirements, the Proposer's SOQ maybe deemed non-responsive.

Required Documentation

a) Current license or registration as regulated under Florida Statutes to perform the professional services required of this RFQ. Provide documentation showing that the proposing entity is authorized to do business in Florida and provide a copy of the license issued by the Department of Professional Regulation of the Lead Engineer who will manage the JPA account.

b) A certificate of good standing from the Florida Department of State, if the Proposer is a corporation, limited liability company, limited partnership, or other type of entity requiring registration with the Florida Department of State.

c) An audited financial statement prepared by an independent Certified Public Accountant in accordance with auditing standards issued by AICPA for the Proposer's most recently completed fiscal year (submit as a separate file named "Financial Statement").

d) Proof of minimum indemnification and insurance requirements in the form of a current certificate from a company or companies authorized to do business in Florida. The Proposer/Consultant shall require its subcontractors and subconsultants to maintain the

minimum indemnification and insurance requirements listed below. 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) in the amounts below:

Professional Liability

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

The minimum limits to be maintained by the Proposer / Consultant (inclusive of any amounts provided by an umbrella or excess policy) shall be $1,000,000 per occurrence, and $2,000,000 in the aggregate. The Proposer / Consultant shall provide and maintain such professional liability insurance from the inception of its services, and until at least three (3) years after completion of all services required under this Agreement. Prior to commencement of services, the Proposer / Consultant shall provide to JPA a certificate or certificates of insurance, signed by an authorized representative of the insurer(s) evidencing the insurance coverage specified in the foregoing Articles and Sections. The required certificates shall not only name the types of policies provided, but shall also refer specifically to this Agreement and Article, and to the above paragraphs in accordance with which insurance is being furnished, and shall state that such insurance is provided as required by such paragraphs of this Agreement.

The required certificates shall contain a provision that the JPA shall be given not less than 30 days' written notice prior to cancellation or restriction of coverage. The Proposer / Consultant shall also provide to the JPA a certified copy of the Professional Liability Insurance coverage. The required policies shall contain a provision that the JPA shall be given not less than 30 days' written notice prior to cancellation or restriction of coverage. If the initial insurance policies required by this Agreement expire prior to the termination of this Agreement, renewal certificates of insurance or policies shall be furnished 30 days prior to the date of their expiration. The JPA reserves the right to require additional insurance coverage based on individual project values or specific project requirements.

Failure to procure insurance: The successful Consultant Firm's failure to procure or maintain required insurance program shall constitute a material breach of Agreement under which the JPA may immediately terminate the proposed Agreement.

e) Completion of Conflict of Interest Form – See Attachment "B"
f) Completion of Sworn Statement on Public Entity Crimes – See Attachment "C"
g) **C**ompletion of Certification Regarding Lobbying – See Attachment "D".
h) Completion of E-Verify – See Attachment "E"
i) Completion of ARTICLE V-7, SEB-FORM 1 only – See Attachment "I"

1.05 SCHEDULE OF EVENTS

It is anticipated that the Consultant Firm will be selected on or as near to February 2027, under the following schedule of events:

1.	Advertisement	Nov. 5th, & Nov. 12th, 2026
2.	Issue Request for Qualifications	November 5th, 2026
3.	Pre-Submission Meeting	November 12, 2026
4.	Questions Cut-Off Deadline	November 16, 2026
5.	Statements of Qualifications Submittal Date	December 1st, 2026
6.	Evaluations and Shortlist of Consultants/Firms	Dec. 3rd, & Dec. 10, 2026
7.	Oral Presentations / Interview Date	December 15 - 16, 2026
8.	Final Rankings/Negotiation for Fees	December 17 - 30, 2026
9.	JPA Awards Approval of Firm	January 14, 2027
10.	JPA Board Approval of Firm	January 25, 2027
11.	Issue and Execute Agreement with Firm	February 2027

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SECTION 2
TERMS AND CONDITIONS

2.01 PRE-SUBMISSION MEETING

A Pre-Submission Meeting is scheduled for **THURSDAY, NOVEMBER 12, 2026, at 10:00 AM (ET)** via "ZOOM":

Please join meeting from your computer, tablet or smartphone.

https://us02web.zoom.us/j/87549028280?pwd=44NunohIVYRnWyhRIph6DFtXwUqYhq.1
Meeting ID: 875 4902 8280 Passcode: 769695

Attendance is highly recommended but not required for any Consultant Firm that may be considering submitting Statements of Qualifications for this project.

2.02 QUESTIONS – CHANGES WHILE PROPOSING

Any questions regarding this RFQ should be submitted only through JAXPORT'S Procurement Portal via OpenGov at **https://procurement.opengov.com/portal/JAXPORTfl**. Answers to questions will be released by e-mail in an Addenda directed to all known prospective proposers.

The deadline for questions will be MONDAY, NOVEMBER 16, 2026 at 4:00 PM (ET)

No interpretation of the meaning of the specifications or other Contract Documents, nor corrections of any apparent ambiguity, inconsistency or error therein, will be made to any Proposer orally. Any request for such interpretations or corrections must be submitted through OpenGov.

Any such request which is not received prior to the above deadline date for questions will not be considered. All such interpretations and supplemental instructions will be in the form of written Addenda to the Contract Documents, which if issued, will be e-mailed to all known prospective Proposers.

Only the interpretation or correction so given by the JPA in writing will be binding, and prospective Proposers are advised that only the JPA will give information concerning or will explain or interpret the RFQ Documents.

2.03 ADDENDA

It is mandatory that the Proposers acknowledge the inclusion of all addenda with the response to this RFQ. Acknowledgement shall be made by initials and date **(See Attachment "A")**. **Failure to acknowledge all addenda may result in rejection of the SOQ's.**

Please visit https://www.jaxport.com/procurement/active-solicitations/ prior to the submittal date to determine the number of addenda that have been released on this RFQ.

2.04 RFQ POSTPONEMENT/CANCELLATION/REJECTION

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

2.05 COST INCURRED BY CONSULTANTS

All expenses involved with the preparation and submission of responses to the RFQ, or any work performed in connection there with, shall be the sole responsibility of the consultant(s) and not be reimbursed by the JPA.

2.06 EXCEPTIONS TO RFQ

Consultant Firms must clearly indicate in their SOQ any exceptions they wish to take to any of the terms in this RFQ, and outline what alternative is being offered. The JPA, after completing evaluations, may accept or reject the exceptions. In cases in which exceptions are rejected, the JPA may require the Consultant Firm to furnish the services or goods originally described, or negotiate an alternative acceptable to the JPA or JPA at its discretion may deem the submittal as non-responsive.

2.07 PUBLIC MEETING REQUIREMENTS

The JPA complies with Section 286.011 of the Florida Statutes, as amended. Therefore, certain types of staff meetings and meetings of the JPA 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 the JPA, 2831 Talleyrand Avenue, Jacksonville, Florida. For information concerning when the project(s) will be submitted for award, contact Procurement Services at telephone (904) 357-3017, Monday through Friday.

2.08 NEGOTIATIONS

The JPA reserves the right to enter into negotiations with the most qualified Consultant Firm, and if the JPA and the most qualified Consultant Firm cannot negotiate a mutually acceptable contract, the JPA may terminate the negotiations and begin negotiations with the second most qualified Consultant Firm. This process may continue until a contract has been executed or all responses have been rejected. No Consultant Firm shall have any rights in the subject project or property or against the JPA arising from such negotiations.

During contract negotiations, the successful proposer will be required to provide a schedule of proposed rates and hours required to complete the Scope of Services included in this solicitation. Such rates and costs will be used in the negotiation of fees and shall remain in effect throughout the length of the contract, except such rates may be adjusted when an amendment to the original agreement is being negotiated. Unless specifically identified otherwise on the form, rates for sub consultants also shall not exceed those shown on the form.

Proposed overhead rates shall conform to Federal Acquisition Regulations as established by a governmental audit or certified to by a Certified Public Accountant. Profit rate shall be applied only to direct labor plus overhead. No markup or profit shall be paid on non-labor related job costs or reimbursables. The proposed rates will be fully burdened. No additional mark-up will be permitted.

2.09 PROTEST PROCEDURES

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

2.10 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. It is the successful Proposer's responsibility to ensure that they meet all current and future statutory regulations throughout the life of this contract.

2.11 RULES, REGULATIONS AND LICENSING REQUIREMENTS

Consultant Firms 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, including the Americans with Disabilities Act, Title VI of the Civil Rights Act of 1964, Title VII of the Civil Rights Act, Title VIII of the Civil Rights Act of 1968, the EEOC Uniform Guidelines, and all EEO regulations and guidelines and Applicable Federal Laws and Regulations, including without limitation, the Equal Opportunity clause in Title 41, Part 60-1.4 of the Code of Federal Regulations (Paragraphs 1 through 7 of President's Executive Order 11246), the provisions of the Equal Opportunity for Individuals with Disabilities Act in 42 U.S.C. Section 12112, the Listing of Employment Openings for Veterans Clause in Title 41, Part 50-260.2 of the Code of Federal Regulations and the Disabled Veterans and Veterans of the Vietnam era Clause in Title 41, Part 60-250.5 of the Code of Federal Regulations, are incorporated herein by reference if and to the extent applicable. If Consultant is exempt from any of the above cited terms, written evidence of such exempt status must be provided to JPA. Ignorance on the part of the Consultant Firm will in no way relieve it from responsibility for compliance.

2.12 CONFLICT OF INTEREST

All Consultant Firms 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 the JPA. Further, all Consultant Firms must disclose the name of any JPA employee who owns, either directly or indirectly, an interest of ten (10%).

2.13 COMPLIANCE WITH RESTRICTIONS ON LOBBYING

All Consultants Firms are expected to certify and comply with 49 C.F.R. Part 20, and shall be subject to any and all sanctions in addition to disqualification of their Proposals, in the event of such non-compliance.

2.14 CONSULTANT'S RESPONSIBILITY

Before submitting responses, each Consultant Firm shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract. Ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will not relieve the successful Consultant Firm from any obligation to comply with every detail and with all provisions and requirements of the contract documents, or will be accepted as a basis for any claims whatsoever for any monetary consideration on the part of the Consultant Firm.

2.15 PUBLIC ENTITY CRIME (PEC)

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes 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 public entity, may not be awarded or perform work as a Consultant Firm, supplier, subconsultant, or Consultant Firm under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, as amended, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

2.16 INDEMNIFICATION

The successful Consultant and its subcontractors and subconsultants (individually or collectively referred to as the "Indemnifying Parties"), shall hold harmless, indemnify, and defend JPA and JPA's officers, board members, employees, representatives and agents (individually or collectively referred to as the "Indemnified Parties") from and against:

(a) General Tort Liability, including without limitation any and all claims, actions, losses, damages, injuries, liabilities, costs and expenses of whatsoever kind or nature (including, but not by way of limitation, attorney's fees and court costs) arising out of injury (whether mental or corporeal) to persons (including death) or damage to property, arising out of or incidental to the Indemnifying Parties' performance of the Contract or work performed hereunder; and

(b) Environmental Liability, including without limitation, any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs of cleanup, containment or other remediation, and all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney's fees), arising from or in connection with (a) the Indemnifying Parties' actions or activities under the Contract that result in a violation of any environmental law, ordinance, rule or regulation or that leads to an environmental claim or citation or to damages due to the Indemnifying Parties' activities, (b) any environmental, health and safety liabilities arising out of or relating to the operation or other activities performed in connection with the Contract by the Indemnifying Parties at any time on or prior to the effective date of the Contract, or (c) any bodily injury (including illness, disability and death, regardless of when any such bodily injury occurred, was incurred or manifested itself), personal injury, property damage (including trespass, nuisance, wrongful eviction and deprivation of the use of real property) or other damage of or to any person in any way arising from or allegedly arising from any hazardous activity conducted by the Indemnifying Parties. JPA will be entitled to control any remedial action and any legal proceeding relating to an environmental claim; and

(c) Intellectual Property Liability, including without limitation any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney's fees), arising directly or indirectly out of any allegation that the Services, any product generated by the Services, or any part of the Services, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right and will pay all costs (including, but not limited to attorney's fees and court costs), damages, charges and expenses charged to the Indemnified Parties by reason thereof. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Parties shall, immediately, make every reasonable effort to secure for the Indemnified Parties a license, authorizing the continued use of the Service or product. If the Indemnifying Parties fail to secure such a license for the Indemnified Parties, then the Indemnifying Parties shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to JPA, so that the Service or product is non-infringing; and

(d) Violation of Laws Liability, including without limitation, any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney's fees) arising from or based

upon the violation of any federal, state, or municipal laws, statutes, resolutions, rules or regulations, by the Indemnifying Parties or those under their control; and

(e) Liability from Breach of Representations, Warranties and Obligations, including without limitation, any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney's fees) which may be incurred by, charged to or recovered from any of the foregoing, arising directly or indirectly out of (a) any breach of any representation or warranty made by the Indemnifying Parties in connection with the Contract or in any certificate, document, writing or other instrument delivered by the Indemnifying Party, or (b) any breach of any covenant or obligation of the Indemnifying Parties set forth in the Agreement or any other certificate, document, writing or other instrument delivered by the Indemnifying Parties pursuant to the Agreement.

The indemnifications in this Section 2.16 are separate and apart from, and are in no way limited by, any insurance provided pursuant to the Agreement or otherwise. This Section 2.16 shall survive the expiration or termination of the Agreement. To the extent an Indemnified Party exercises its rights under this Section 2.16, the Indemnified Party will (1) provide reasonable notice to JPA of the applicable claim or liability, and (2) allow JPA to participate in the litigation of such claim or liability (at JPA's expense) to protect its interests. Each party will cooperate in the investigation, defense and settlement of claims and liabilities that are subject to indemnification hereunder, and each party will obtain the prior written approval of the other Party before entering into any settlement of such claim or liability, which consent shall not be unreasonably withheld, delayed or conditioned.

2.17 WAIVER OF IRREGULARITIES

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

2.18 FUNDING SOURCES

It is anticipated that the projects assigned under this RFQ will involve JPA, State and Federal funding sources. The Consultant Firm must be sensitive to these provisions of the Proposal format as it applies to Small Emerging Business (SEB) Program as well as 49 CFR Part 26, as amended, as it applies to Disadvantaged Business Enterprises (DBE's) Program and 44 CFR Part 13 as it applies to Small Business Enterprises (SBE) Program when applicable. Projects included under RFQ **AE-2108B** will use a combination of funding from local, state and federal sources. Projects that will be strictly funded by local dollars will be assigned a not less than ten (**10%**) percent SEB (Small Emerging Business) requirement as detailed in the RFQ. The JPA supports FDOT's overall goals for DBE participation and encourages DBE subcontracting opportunities on

projects funded through FDOT State funding; however, a DBE participation goal will not be assigned.

The funding source will be identified on each task order issued under the Agreement **AE-2108B** of which the following requirements shall apply:

1. **JPA FUNDING - SEB REQUIREMENTS**

   The JPA has established a minimum of **Ten Percent (10%)** Small Emerging Business (SEB) participation goal, which will be considered in the selection of the Proposer/Consultant Firm Team for the requested services for JPA funded projects.

2. **STATE FUNDING - DBE REQUIREMENTS**

   The Consultant Firm and its Sub Consultant Firms agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26, as amended, have the maximum opportunity to participate in the performance of contracts of this Agreement. While the utilization of DBE's is not mandatory in order to be awarded this contract, continuing utilization of DBE firms on contracts support the success of Florida's voluntary DBE program and supports Contractor's Equal Employment Opportunity and DBE affirmative action programs.

3. **FEDERAL FUNDING – SBE REQUIREMENTS**

   The Consultant Firm and its Sub Consultant Firms agree to ensure that small business enterprises and labor surplus area firms as defined in 44 CFR Part 13, as amended, have the maximum opportunity to participate in the performance of this Agreement. The Consultant Firm and its Sub Consultant Firms will take all necessary affirmative steps to assure that small business enterprises, and labor surplus area firms are used when possible.

   Affirmative steps shall include:

   (i) Placing qualified small business enterprises on solicitation lists;
   (ii) Assuring that small business enterprises are solicited whenever they are potential sources;
   (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small business enterprises;
   (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small business enterprises;
   (v) Using the services and assistance of the Small Business Administration.

2.19 CONTINGENT FEES PROHIBITED

(a) "The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona

fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement." For the breach or violation of this provision, the agency shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

(b) Any individual, corporation, partnership, firm, or company, other than a bona fide employee working solely for an architect, professional engineer, or registered land surveyor and mapper, who offers, agrees, or contracts to solicit or secure agency contracts for professional services for any other individual, company, corporation, partnership, or firm and to be paid, or is paid, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or the making of a contract for professional services shall, upon conviction in a competent court of this state, be found guilty of a first degree misdemeanor, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes, as amended.

(c) Any architect, professional engineer, or registered surveyor and mapper, or any group, association, company, corporation, firm, or partnership thereof, who offers to pay, or pays, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or making of any agency contract for professional services shall, upon conviction in a state court of competent authority, be found guilty of a first degree misdemeanor, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes, as amended.

(d) Any agency official who offers to solicit or secure, or solicits or secures, a contract for professional services and to be paid, or is paid, any fee, commission, percentage, gift, or other consideration contingent upon the award or making of such a contract for professional services between the agency and any individual person, company, firm, partnership, or corporation shall, upon conviction by a court of competent authority, be found guilty of a first degree misdemeanor, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes, as amended.

2.20 TRUTH IN NEGOTIATION

The Consultant Firm understands and agrees that execution of the RFQ shall be deemed to be a simultaneous execution of a Truth-In-Negotiation Certificate under this provision to the same extent as if such certificate had been executed apart from this Agreement, such certificate being required by Section 287.055, Florida Statutes, as amended. Pursuant to such certificate, the Firm hereby states that the wage rates and other factual unit costs supporting the compensation hereunder are accurate, complete and current at the time of contracting. Further the Firm agrees that the compensation hereunder shall be adjusted to exclude any significant sums where the JPA determines the contract price was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs, provided that any and all such adjustments shall be made within one (1) year following the completion date of this Agreement.

2.21 COLLUSION

The Proposer, by affixing his signature to this proposal agrees to the following: "Proposer certifies that this proposal is made without any previous understanding, agreement or connection with any person, firm, or corporation making a bid for the same service; and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action."

2.22 AUDIT PROVISIONS

A person providing capital improvements, contractual services, supplies or professional services with a value in excess of eight thousand dollars, computed on a cumulative basis for all the transactions during a fiscal year of the JPA, and purchased by the JPA pursuant to a method of purchase other than by formal competitive bid, unless otherwise provided herein, shall agree and be deemed to have agreed by virtue of doing business under contract with the JPA to allow access and examination at all reasonable times by the JPA's Auditor or any duly authorized representative of the JPA to business records directly pertinent to the transaction until the expiration of three years after final payment pursuant to the transaction.

2.23 TERMINATION FOR DEFAULT

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

In that event, the JPA shall compensate the successful Consultant Firm in accordance with the Agreement for all services performed by the Consultant Firm prior to termination, net of any costs incurred by the JPA as a consequence of the default. Notwithstanding the above, the successful Consultant Firm shall not be relieved of liability to the JPA for damages sustained by the JPA by virtue of any breach of the Agreement by the Consultant Firm, and the JPA may reasonably withhold payments to the successful Consultant Firm for the purposes of set off until such time as the exact amount of damages due to the JPA from the successful Consultant Firm is determined.

2.24 TERMINATION FOR CONVENIENCE

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

2.25 BREACHES AND DISPUTE RESOLUTION

Disputes – Disputes arising in the performance of the Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the JPA (the "Authorized Representative"). This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Consultant Firm mails or otherwise furnishes a written appeal to the authorized representative of the JPA. In connection with any such appeal, the Consultant Firm shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Authorized Representative shall be binding upon the Consultant Firm and the Consultant Firm shall abide be the decision.

Performance During Dispute – Unless otherwise directed by the JPA, Consultant Firm shall continue performance under this Consultant Firm while matters in dispute are being resolved.

Claims for Damages – Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies – Unless the contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the JPA and the Consultant Firm arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agrees, or in court of competent jurisdiction within the JPA in which the JPA is located.

Rights and Remedies – The duties and obligations imposed by the Contract Documents and the rights and remedies available the under shall be in addition to and not a limitation of any duties obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the JPA, (Architect) or Consultant Firm shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

2.26 EX-PARTE COMMUNICATIONS PROHIBITED

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

This requirement shall not prohibit:

1. Meetings called or requested by the JPA and attended by Consultant Firms for the purpose of discussing this solicitation, evaluation, and selection process, including, but not limited to, substantive aspects of this RFQ;

2. The addressing of any appointed governing authority of the JPA at public meetings advertised and conducted pursuant to, and in compliance with, Section 285.011, Florida Statutes, as amended;

3. The filling and prosecution of a written protest to any proposed award to be made pursuant to this solicitation, evaluation, and selection process, which filing and prosecution shall give notice to all firms. Protest proceedings shall be limited to open public meetings with no ex-parte communication outside those meetings;

4. Contacts with elected or appointed officials of the JPA.

2.27 INSURANCE

Without limiting its liability under the Agreement, Contractor and its subcontractors and subconsultants shall procure and maintain at their sole expense, during the term of the Agreements, insurance of the types and in the minimum amounts stated in Section 1 of this RFQ.

2.28 COMPLIANCE WITH LAWS

Consultant shall comply with applicable laws, regulations, ordinances and rules of governmental agencies in the performance of its obligations hereunder, at Consultant's sole cost and expense. Consultant shall secure all required licenses and permits necessary to the performance of the Services at its sole cost and expense.

2.29 GOVERNING LAW/VENUE

The rights, obligations and remedies of the parties as specified under the Contract shall be interpreted and governed in all aspects by the laws of the State of Florida. Venue for litigation of the Contract shall be exclusively in courts of competent jurisdiction located in Jacksonville, Duval County, Florida.

2.30 SEVERABILITY

If any provision of the Agreement shall be declared by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, or in conflict with any applicable law, the validity of the remaining provisions shall continue in full force and effect and shall not be impaired.

2.31 ADVERTISING

Consultant will not use the name of JPA or the JPA or quote the opinion of any employee of JPA or the JPA or refer to JPA or the JPA directly or indirectly in any promotional literature or

correspondence, news release, advertisement or release to any professional or trade publications without receiving specific written approval for such use or release from JPA. However, this paragraph will in no way limit Consultant's ability to satisfy any governmental required disclosure of its relationship with JPA.

2.32 ASSIGNMENTS

The Agreement shall be binding upon the parties hereto and their respective successor and assigns, the Consultant shall not assign the Agreement without JPA's express written consent. Any such assignment by Consultant's must contain a provision allowing JPA to assert against any assignee, any and all defenses, setoffs or counterclaims which JPA would be entitled to assert against Consultant.

2.33 MODIFICATIONS / WAIVERS

The Agreement may be modified or amended only by a writing signed by each of the parties hereto. No delay or omission of either party to exercise any right power or remedy hereunder shall be construed to waive any default or breach, or to constitute acquiescence therein. No waiver of any default or breach hereunder shall extend to or affect any subsequent default or breach or other existing default or breach.

2.34 FORCE MAJEURE

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

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

2.35 ENTIRE AGREEMENT

The Agreement, the RFQ, and the Response shall constitute the entire Agreement between JPA and the Consultant relating to the Services.

2.36 PUBLIC RECORDS AND GOVERNMENT IN THE SUNSHINE LAWS

Consultant acknowledges that the JPA is subject to the Florida Public Records Law and the Government in the Sunshine Law, and that in compliance therewith, in the sole opinion of the JPA, the JPA may disseminate or make available to any person, without the consent of Consultant, information regarding or documents received in connection with this Agreement; including without limitation, information in the Response, and requirements, specifications, drawing, sketches, schematics, models, samples, tools, computer or other apparatus programs, technical information or data, whether or written or oral, furnished by Consultant to the JPA under this Agreement. Any specific information that Consultant claims to be a trade secret or otherwise exempt from the Florida Public Records Law must be clearly identified as such by Consultant on all copies furnished to JPA. JPA agrees to notify Consultant of any third-party request to view such information, but it is Consultant's obligation to obtain a court order enjoining disclosure. If Consultant fails to obtain a court order enjoining disclosure within five (5) business days of Consultant's receiving notice of the request, JPA may release the requested information. Such release shall be deemed for purposes of the Agreement to be made with Consultant's consent and will not be deemed to be a violation of law, including but not limited to laws concerning trade secrets, copy right or other intellectual property.

2.37 WAIVER OF JURY TRIAL, CONSENT TO JURISDICTION

Consultant and JPA hereby knowingly, voluntarily and intentionally waive any right either may have to a trial by jury in respect of any litigation based on this Agreement or arising out of, under or in connection with the Services, or any course of conduct, course of dealing, statement or actions of any party hereto. Consultant and JPA further agrees that any suit, action or other legal proceeding arising out of or relating to this Agreement may be brought, at the option of JPA, in a court of record of the State of Florida in Duval County, or in the United States District Court for the Middle District of Florida, or in any other court of competent jurisdiction, and each party hereby consents to the jurisdiction of each may have to the laying of venue of any such suite, action or proceeding and any of such courts.

2.38 CONSULTANT REPRESENTATIONS

In submitting a Response, Consultant understands, represents, and acknowledges the following (if Consultant cannot so certify to any of following, Consultant shall submit with its Response a

written explanation of why it cannot do so), which shall be on-going and continuing representation during the term of the Agreement:

- Consultant currently has no delinquent obligations to the JPA.
- The Response is submitted in good faith and without any prior or future consultation or agreement with any other respondent or potential respondent;
- To the best of the knowledge of the person signing the Response, neither the Consultant, its affiliates, subsidiaries, owners, partners, principals or officers:
    - is currently under investigation by any governmental authority for conspiracy or collusion with respect to bidding on any public contract;
    - is currently under suspension or debarment by any governmental authority in the United States;
    - has within the preceding three years been convicted of or had a civil judgment rendered against it, or is presently indicted for or otherwise criminally or civilly charged, in connection with (i) obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; (ii) violation of federal or state antitrust statutes; or (iii) commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
    - has within the preceding three-year period had one or more federal, state, or local government contracts terminated for cause or default.
- Consultant 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. Pursuant to section 287.135, Florida Statutes, as amended, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. [This certification applies to contracts of $1,000,000 or more. A list of the companies can be found as a link to "PFIA Quarterly Reports" at www.sbafla.com/fsb/]
- Consultant has read and understands the RFQ terms and conditions, and the Response is submitted in conformance with those terms and conditions.
- All representations made by Consultant to JPA in connection with the RFQ have been made after a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the Response.
- Consultant shall indemnify, defend, and hold harmless JPA and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the Response.
- All information provided by, and representations made by, Consultant are material and important and may be relied upon by JPA in awarding the Agreement.
- Consultant is a _____entity under the laws of the State of _____ duly organized and existing under the laws thereof, and

the Consultant has taken all entity action necessary with respect to the execution, delivery and performance of its obligations under this Agreement. The officer of the Consultant who has executed and delivered this Agreement is duly authorized with respect thereto.

- Consultant is trained, knowledgeable and skilled regarding the Services to be provided hereunder, and is fully competent and capable of providing all of the Services. Where applicable, the terms "training" and "skills" used in this section include professional education and working experience. Each of the officers, employees and agents of the Consultant who will perform work under this Agreement on behalf of the Consultant meet the terms and conditions of this section.
- All work performed hereunder by Consultant shall be performed with the degree of skill and care experienced by professionals in its industry.
- All Services provided hereunder shall be fit for the purposes intended therefore by JPA, as reflected herein.
- Each of the firms listed in the Response as a SEB firm is certified as such under the City of Jacksonville Small Emerging Business Program and shall collectively be utilized in the provision of Services to the extent encouraged under this RFQ in the total billings under this Agreement (excluding costs and expenses, if any).

2.39 INSPECTION

In addition to the inspection and audit rights set forth in the RFQ, JPA or its agents (including the JPA) or employees may perform inspections of the Services at any reasonable time and at any stage of production. Such inspection or failure to inspect on any occasion shall not affect JPA's right, or Consultant's obligations, under warranty or other provisions of this Agreement, nor shall such inspection be deemed acceptable of Services.

2.40 COST OF DEVELOPING RFQ RESPONSE

All costs related to the preparation of Responses and any related activities are the sole responsibility of Consultant. JPA assumes no liability for any costs incurred by Consultants throughout the entire selection process.

2.41 RESPONSE OWNERSHIP

All Responses, including attachments, supplementary materials, addenda, etc., shall become property of JPA and shall not be returned to Consultant. JPA will have the right to use any and all ideas or adaptation of ideas presented in any Response. Acceptance or rejection of a Response shall not affect this right.

2.42 OWNERSHIP OF WORKS

(a) As used in Sections 2.42 and 2.43, the term "Work" shall mean each deliverable, drawing, design, specification, rendering, notebook, tracing, photograph, reference book, equipment, expendable equipment and material, negative, report, finding, recommendation, data and memorandum of every description, shared with or delivered to JPA pursuant to the Agreement.

(b) With the exception of Consultant's pre-existing intellectual capital and third-party intellectual capital as described in Section 2.43 below, JPA shall own all right, title and interest, including ownership of copyright (limited to the extent permitted by the terms of any governing licenses), in and to each Work including, but not limited to, software, source code, reports, deliverable, or work product developed by Consultant specifically for JPA in connection with the Agreement, and derivative works relating to the foregoing. The use of these Works in any manner by JPA shall not support any claim by Consultant for additional compensation.

(c) Each Work, and any portion thereof, shall be a "work made for hire" for JPA pursuant to federal copyright laws. Any software, report, deliverable, or work product as used in connection with the Work, but previously developed by Consultant specifically for other customers of Consultant or for the purpose of providing substantially similar services to other Consultant customers, generally shall not be considered "work made for hire", so long as the foregoing are not first conceived or reduced to practice as part of the Work. To the extent any of the Works are not deemed works made for hire by operation of law, Consultant hereby irrevocably assigns, transfers, and conveys to JPA, or its designee, without further consideration all of its right, title and interest in such Work, including all rights of patent, copyright, trade secret, trademark or other proprietary rights in such materials. Except as provided in the foregoing sentences, Consultant acknowledges that JPA shall have the right to obtain and hold in its own name any intellectual property right in and to the Work. Consultant agrees to execute any documents or take any other actions as may reasonably be necessary, or as JPA may reasonably request, to perfect or evidence JPA's ownership of the Work.

2.43 INTELLECTUAL PROPERTY

(a) Consultant grants to JPA an irrevocable, perpetual, royalty free and fully paid-up right to use (and such right includes, without limitation, a right to copy, modify and create derivative works from the subject matter of the grant and the right to sublicense all, or any portion of, the foregoing rights to an affiliate or a third party who provides service to JPA) Consultant's intellectual property (including, without limitation, all trade secrets, patents, copyright and know-how) that is contained or embedded in, required for the use of, that was used in the production of or is required for the reproduction, modification, maintenance, servicing, improvement or continued operation of any applicable unit of Work.

(b) If the Work contains, has embedded in, or requires for the use of, any third party intellectual property, or if the third party intellectual property is required for the reproduction, modification, maintenance, servicing, improvement or continued operation of the Work, Consultant shall secure for JPA an irrevocable, perpetual, royalty free and fully paid-up right to use all third party intellectual property. Consultant shall secure such right at its expense and prior to incorporating any third party intellectual property (including, without limitation, all trade secrets, patents, copyright and know-how) into any Work, including, without limitation, all drawings or data provided under the Agreement, and such right must include, without limitation, a right to copy, modify and create derivative works from the subject matter of the grant of the right and a right to sublicense all or any portion of the foregoing rights to an affiliate or a third party service Consultant. This subparagraph does not apply to standard office software (e.g., Microsoft Office).

(c) Should JPA, or any third party obtaining such Work through JPA, use the Work or any part thereof for any purpose other than that which is specified in the Agreement, it shall be at JPA's and such third party's sole risk.

2.44 JPA'S RIGHT TO SUSPEND WORK

JPA may in its sole discretion suspend any or all activities under the Agreement by providing a written notice to Consultant at least five (5) days in advance that outlines the particulars of suspension. Within ninety (90) days of providing such notice, or within any longer period agreed to by Consultant, JPA shall either (1) authorize the resumption of work, at which time activity shall resume, or (2) terminate the Agreement in accordance with the applicable termination provisions. Suspension of work shall not entitle Consultant to any additional compensation. The parties will reasonably amend any schedules relating to performance of the Services to reflect the suspension of work hereunder. Consultant shall not be entitled to receive compensation for any work it performs after being excused from providing it hereunder.

2.45 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

2.46 RESTRICTIONS, PROHIBITS, CONTROLS AND LABOR PROVISIONS

An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Florida Department of Transportation (FDOT) to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the JPA.

The successful Proposer shall not enter into any contract, subcontract or arrangement in connection with this Contract or any property included or planned to be included in this Contract in which any member, officer, or employee of the FDOT or JPA during the tenure or for two (2) years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to FDOT through JPA, JPA, with prior approval of FDOT, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by JPA relaying to the contract, subcontract or arrangement. The successful Proposer is required to insert in each of their subcontracts, the following provision:

> "No member, officer or employee of the Agency or of the locality during his tenure for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

This same provision shall apply to the successful Proposer.

SECTION 3
SCOPE OF SERVICES

3.01 PROJECT TITLE

PROJECT NO: T2026.04
PROJECT NAME: Talleyrand Marine Terminal Wood Pellet Rail Yard and RTG Facility

3.02 PROJECT LOCATION AND LEGAL ADDRESS

Talleyrand Marine Terminal
2085 Talleyrand Avenue
Jacksonville, FL 32206

3.03 BACKGROUND

The Jacksonville Port Authority (JAXPORT) operates three marine terminals: Talleyrand Marine Terminal (TMT), Blount Island Marine Terminal (BIMT), and Dames Point Marine Terminal (DPMT). TMT handles containers, automobiles, breakbulk, and bulk cargo and is served by an on-terminal rail network. Rail service and track maintenance at TMT are provided by WATCO under contract with JAXPORT, with interchange to CSX and Norfolk Southern (NS).

A TMT tenant proposes a wood pellet operation in which pellets are moved by rail in containers, transferred between railcars and the terminal by rubber-tired gantry (RTG) crane, and staged in container stacks up to five (5) high handled by container handling equipment. To support this operation, JAXPORT intends to construct a new four-track rail yard with RTG runways and supporting infrastructure. The estimated construction cost is approximately $5,000,000.

JAXPORT is seeking professional engineering services for siting evaluation, preliminary engineering, surveys, geotechnical and pavement investigations, environmental due diligence, final design, cost estimating, permitting (including utility permits), bid phase services, and construction phase services for the project. JAXPORT may also request Construction Engineering and Inspection (CEI) services as an optional service.

3.04 PURPOSE

The project will provide a new rail yard and RTG transfer facility at TMT for the tenant's wood pellet operation. The tenant has provided a conceptual layout (Exhibit A) locating the rail yard at the north end of the terminal, west of the existing warehouse and north of the proposed wood pellet staging area. The Consultant shall evaluate the tenant's layout and alternative locations before preliminary engineering proceeds. The project includes the following elements:

Rail Yard

Four (4) new tracks and four (4) turnouts with connection to the existing TMT rail network, designed to JAXPORT's rail standard and to accommodate equipment interchanged from CSX and NS. The Consultant shall coordinate with WATCO on yard configuration, switching operations, and maintenance access, and with CSX and NS as required. The yard shall be sized to stage a minimum of twenty (20) railcars.

RTG Runways, Tie-Downs, and Power

RTG runways along the rail yard, and hurricane tie-downs and stowage positions at the selected site, as the RTG will remain at this location year-round. The RTG will be furnished by the tenant. Tenant equipment data will be provided to the selected Consultant. The Consultant shall develop the RTG and track configuration, including the number of tracks served by the RTG and any truck or transfer lane within the RTG span; confirm any electrical service required by the RTG; design yard lighting and site electrical service and distribution; and evaluate provisions, such as conduit or duct banks, for future RTG electrification.

Wood Pellet Staging Area

Development of the staging yard layout, including container stack configuration, aisles, and equipment operating lanes, and the operational flow of containers between the rail yard, RTG, staging area, and terminal gates and berths. Evaluation of the existing asphalt pavement and subgrade in the proposed staging area to confirm whether it can support loaded containers of wood pellets stacked five (5) high and the associated container handling equipment wheel loads. If the existing section is inadequate, the Consultant shall design the required improvements, which may include pavement rehabilitation or reconstruction, subgrade stabilization, or ground improvement.

Utilities and Striping

Utility designation (locates) throughout the project area, and relocation or redesign of existing utilities that conflict with the project. Pavement marking and striping layouts for the rail yard, RTG operating areas, staging area, and any relocated queuing area.

Non-TWIC Driver Queuing Area Relocation

An existing non-TWIC truck driver queuing area is located within the proposed staging area and may need to be relocated. If relocation is required, the Consultant shall identify a new location, develop the layout and access, and coordinate with JAXPORT Security and Operations.

Aggregate Conveyor Interface

An elevated aggregate conveyor is currently being designed by others and will cross the rail yard area (shown in yellow on Exhibit A). The conveyor is not part of this project, but the project must be designed around it. The Consultant shall coordinate with JAXPORT and the conveyor designer to resolve vertical and horizontal clearances, foundation locations, RTG and rail operating envelopes, maintenance access, and construction sequencing.

3.05 REQUIRED SERVICES

1. KICKOFF MEETING. Consultant shall participate in a kickoff meeting organized by JAXPORT, followed by a site walk of the project area. The kickoff will be held through Microsoft Teams or in person at JAXPORT's discretion and will last approximately one (1) hour. The meeting will introduce project stakeholders (JAXPORT, the tenant, WATCO, and the conveyor designer), review available data, and confirm design basis items listed in Section 3.07.

2. MONTHLY STATUS MEETINGS. Consultant shall participate in monthly status meetings with JAXPORT by phone or Microsoft Teams, approximately one (1) hour in duration. Consultant shall provide a brief written status update, including schedule, open action items, and risks, before each meeting.

3. SPECIFIC SERVICES. Consultant shall perform the following services. These services are subject to further clarification:

    a. General – Plan and develop the concept and a comprehensive design package, including (not limited to): plans, specifications, construction material requirements, Engineer's Estimates, Scope of Work document, Bid Forms, and recommended construction phasing that maintains terminal and rail operations.

    b. Data Review – Review records furnished by JAXPORT (Section 3.11), identify data gaps, and recommend additional investigations needed to support design.

    c. Surveys – Perform all surveys needed for design, including (not limited to): topographic survey, boundary or right-of-way survey as needed, existing track survey (alignment, profile, and turnout locations), and subsurface utility engineering (SUE) with designation of utilities throughout the project area and test holes at critical conflicts.

    d. Geotechnical and Pavement Investigation – Perform soil borings, pavement cores, and laboratory testing to support track, RTG runway, tie-down, and pavement design, and to evaluate the capacity of the existing staging area pavement and subgrade,

including the need for subgrade stabilization or ground improvement.

e. Environmental Due Diligence – No known contamination is present within the proposed project area. Known soil and groundwater contamination exists at the facility further south on the terminal. Consultant shall review available records for that facility and account for it if any alternative site (Phase 1), utility route, or other project work extends toward that area. Construction documents shall include procedures for handling unexpected contaminated media. Coordinate with FDEP as needed.

f. Railroad Coordination – Coordinate design with WATCO and, as required, CSX and NS, including design criteria, review submittals, flagging and right-of-entry requirements, and construction phasing for track connections.

g. Stakeholder Coordination – Coordinate with the tenant (operations, equipment, and RTG data), the aggregate conveyor designer, JAXPORT Security (non-TWIC queuing and access control), JAXPORT Safety, and TMT terminal operations.

h. Design – Design shall include at a minimum (not limited to): track, turnouts, and connections; RTG runways, tie-downs, and stowage; electrical service and distribution for RTG power and yard lighting; pavement, subgrade stabilization, and ground improvement as required; the relocated non-TWIC queuing area (if required); utility relocations and redesign of conflicting utilities; drainage and stormwater; signage, pavement markings, and striping; and conveyor interface details.

i. Permitting – Identify all required permits and approvals, and prepare and submit all permit applications to be obtained by JAXPORT, including stormwater permitting (modification of existing SJRWMD Environmental Resource Permits and City of Jacksonville stormwater review), electrical service approvals from JEA, and all other utility permits. Identify all permits to be obtained by the construction contractor, including electrical permits.

j. Cost Estimating – Prepare opinions of probable construction cost at each phase, stating the estimate class (AACE International or equivalent), contingency, and basis.

k. Schedules – Prepare a design schedule with deliverables and

submit it to JAXPORT before the kickoff meeting. Update the schedule monthly.

l. Quality Control – Prepare a project-specific Quality Control Plan and submit it with the design schedule before the kickoff meeting. The plan shall identify the QA/QC Engineer, review procedures for each submittal, and how comments will be tracked and resolved. Each submittal shall include documentation that QC review was performed.

m. Phase 1 – Siting Study & Preliminary Engineering (PE) / 30% Design

1. Evaluate the tenant's proposed layout and up to two (2) alternative locations on TMT.
2. Compare rail operations, RTG operations, conveyor conflicts, utility and environmental constraints, impacts to other terminal operations, schedule, and order-of-magnitude cost.
3. Recommend a preferred site for JAXPORT's decision.
4. Site Conditions
5. Staging Area Pavement and Subgrade Capacity Evaluation
6. Rail Operations and Yard Layout
7. RTG and Track Configuration, Runway, Tie-Down, and Electrical Concept
8. Aggregate Conveyor Interface
9. Non-TWIC Queuing Area Relocation Concept (if required)
10. Utility Planning
11. Staging Yard Layout and Operational Flow
12. PE / 30% Design Submittal

n. Design Phases – Consultant shall prepare design submittals as follows:

1. 60% Design Development
2. 100% Pre-Final Construction Documents (JAXPORT comments resolved before the bid set is issued; no separate review cycle)

o. Review Meetings – Attend review meetings after each submittal (Siting Study, PE / 30%, 60%, and 100%).

p. Bidding Phase – JAXPORT may elect to bid the work in one or more construction packages.

1. Issue IFB documents
2. Attend pre-bid meeting
3. Provide written responses to bidder questions and prepare addenda
4. Provide bid analysis and recommendation

5. Issue Issued for Construction (IFC) documents

q. Construction Phase Services – Consultant shall provide Engineer of Record (EOR) services during construction for all elements it designs. Services shall include: pre-construction meeting; review of submittals and shop drawings; responses to RFIs; periodic site visits and field observation reports; coordination of railroad inspections; review of change order requests and pay applications; substantial and final completion inspections and punch lists; permit close-out and certifications; and record drawings.

r. Construction Engineering and Inspection (CEI) Services (Optional) – JAXPORT may, at its sole discretion, request that the Consultant provide CEI services for the project by separate amendment, or may procure CEI services separately. If requested, CEI services may include full-time or part-time field inspection, materials testing coordination, daily reports, quantity verification, schedule monitoring, and contract administration support. CEI services will not be considered in the evaluation of Statements of Qualifications.

3.06 DELIVERABLES

The following deliverables shall be submitted and are subject to JAXPORT approval:

1. General – Consultant shall provide all deliverables, either specified or manifestly necessary, to achieve the scope requirements in Section 3.05. Deliverables shall be in electronic format (PDF and native files). Drawings shall be prepared in AutoCAD Civil 3D in accordance with JAXPORT CAD standards. JAXPORT will have a maximum of ten (10) calendar days to provide comments on any deliverable.

2. Quality Control Plan – Submitted with the design schedule before the kickoff meeting; identifies the QA/QC Engineer, submittal review procedures, and comment tracking and resolution.

3. Siting Study Report – A report comparing the evaluated sites against the criteria in Section 3.05, with concept layouts, order-of-magnitude costs, and a recommended site.

4. Site Conditions Assessment – Field inspection, photographic documentation, and a written evaluation of existing track, pavement, drainage, utilities, and structures; environmental constraints; site access limitations; and adjacent operations that may affect design or construction.

5. Pavement and Subgrade Capacity Memo – Findings of the geotechnical and pavement investigation, design loads (container stack corner loads and

container handling equipment wheel loads), capacity analysis of the existing section, and recommended rehabilitation or reconstruction section if required.

6. Rail Operations and Yard Layout – Preliminary track layout, turnout locations, track lengths and capacities demonstrating staging for a minimum of twenty (20) railcars, connection to the existing TMT network, clearances, and a narrative of switching operations reviewed with WATCO.

7. RTG and Track Configuration, Runway, Tie-Down, and Electrical Concept Memo – RTG and track configuration (tracks served, transfer lane, and switching operations reviewed with WATCO), RTG design loads and gauge (from tenant data), runway concept, hurricane tie-down and stowage design basis, confirmation of RTG electrical requirements, provisions for future RTG electrification, and order-of-magnitude costs.

8. Conveyor Interface Memo – Documentation of coordination with the conveyor designer, including clearance envelopes, foundation conflicts, and agreed interface details.

9. Non-TWIC Queuing Area Relocation Concept (if required) – Recommended location, layout, number of truck spaces, and access and security provisions, coordinated with JAXPORT Security.

10. Utility Planning – Base map of existing utilities (water, fire, sewer, stormwater, power, communications, and pipelines) and a conceptual plan for new and relocated services.

11. Staging Yard Layout and Operational Flow Plan – Staging yard layout, including container stack configuration, aisles, and equipment operating lanes, and an operational flow and circulation plan for rail, RTG, truck, container handling equipment, and personnel movements, including access points and separation.

12. PE / 30% Design Package – Consolidated PE findings; 30% drawings, including track alignment and profile, RTG runway layout, and utility conflict plan; outline specifications; permit plan; a Class 4 cost estimate; a preliminary construction schedule; and a list of key design assumptions and open items.

13. Design Development (60%) – 60% drawings and specifications, updated opinion of probable cost, permit applications in progress, and a narrative of design changes since PE / 30%.

14. Construction Documents (100% Pre-Final) – Complete bid package,

including signed and sealed drawings and specifications, Engineer's Estimate, Scope of Work document, Bid Form, proposed construction schedule and phasing plan, and all permits obtained. JAXPORT comments on the 100% submittal shall be resolved before the bid set is issued.

15. Construction Phase Deliverables – Submittal and RFI logs, field reports, punch lists, permit certifications, and record drawings in PDF and native CAD formats.

3.07 DESIGN BASIS AND OPEN ITEMS

The project shall be designed in accordance with current editions of the AREMA Manual for Railway Engineering, JAXPORT rail standards, WATCO requirements, CSX and NS clearance and equipment requirements as applicable, the Florida Building Code and ASCE 7 (wind loads for RTG tie-downs), the RTG manufacturer's wheel loads and tie-down requirements, NFPA requirements as applicable, and JAXPORT design and CAD standards.

The following items are being confirmed by JAXPORT and the tenant and will be provided to the Consultant at or after the kickoff meeting.

1. Final railcar type and throughput for sizing the yard to stage a minimum of twenty (20) railcars.
2. Final RTG and container handling equipment vendor selection.
3. Non-TWIC queuing area requirements, including number of spaces, location constraints, and whether relocation is required.

3.08 CONSTRAINTS ON PROFESSIONAL SERVICES

Design Professional shall coordinate all onsite work, with the JAXPORT Project Manager. TMT is an active terminal; field work shall be scheduled to avoid disruption of vessel, rail, and tenant operations. Work on or near active track shall be coordinated with WATCO, including flagging and right-of-entry requirements. Personnel performing field work must hold a valid TWIC or be escorted in accordance with JAXPORT security requirements.

3.09 INSURANCE

See ATTACHMENT G "REQUIRED LIMITS OF INSURANCE". Design Professional shall provide proof of insurance, which must be approved by JAXPORT before it issues the Notice to Proceed.

3.10 SCHEDULE

The tenant plans to begin wood pellet operations in the first quarter of 2028 using existing rail infrastructure. JAXPORT's target for initial operation of the new rail yard and RTG facility is the third quarter of 2028, with operations ramping up in phases over time. Proposers shall provide a realistic schedule toward this target that identifies critical path

risks.

3.11 EXHIBITS

All exhibits are provided strictly for the Consultant's information. JAXPORT does not warrant the accuracy of any exhibits.

A. TMT Wood Pellet Rail Layout
B. Talleyrand Marine Terminal Rail Tracks
C. Utility records:
C-1. TMT Utilities
C-2. TMT Rail Tracks

Additional existing records, including utility drawings, geotechnical reports, and tenant equipment data, will be provided to the selected Consultant prior to negotiation.

SECTION 4
MINIMUM REQUIREMENTS AND REQUIRED DOCUMENTATION

4.01 INSTRUCTIONS

To be considered responsive to this RFQ, Proposer shall provide the following documentation with its SOQ. This documentation shall be in a separate section designated **"Required Forms and Documentation,"** and is excluded from the SOQ page limit. A Proposer response that does not include this documentation will be deemed non-responsive and no further evaluation will be performed. Additionally, if Proposer's submitted documentation does not, in the sole opinion of JPA, meet the intent of JPA's minimum requirements, the proposal response will be deemed non- responsive and no further evaluation will be performed.

4.02 REQUIRED FORMS AND DOCUMENTATION

A. CONSULTANT FIRM'S CONTACT INFORMATION AND EXPERIENCE

As a minimum requirement, the Consultant Firm must have at least ten (10) years of experience in providing professional engineering consulting and design services. This is in addition to project-specific experience that Proposer will establish using a minimum of three (3) projects undertaken by Proposer within the past ten (10) years.

Consistent with Florida Statutes, Section 287.055(4)(b), as amended, which includes location of Consultant Firm, JPA's goal is that the selected Consultant Firm have a servicing office permanently located in or about Jacksonville, Florida during the performance of this Agreement. Proposer shall provide the following information:

1. Address and phone number of its corporate headquarters.

2. Address and phone number of Proposer's office that will render service under this Agreement, if it is different from Proposer's headquarters.

3. Certification of status as a minority business, if applicable.

4. Name(s), address, email, and phone number of the principal- or principals-in-charge.

5. Years in business under the name used by Proposer.

6. Changes in ownership.

7. Has the Consultant Firm been involved in any type of actual or threatened

litigation in the past ten (10) years? If so, provide the following information for each matter:

a. Name of the other party,

b. The material allegations at issue, and

c. Final disposition of the matter.

B. CONSULTANT FIRM REGISTRATION AND LICENSES

1. Proposer shall provide proof that it is a licensed engineer authorized to practice in Florida in compliance with Chapter 471, Florida Statutes.

2. Provide a photocopy of Proposer's firm Certificate of Status from the Florida Division of Corporations (www.sunbiz.org) that establishes that the firm is currently registered, is in good standing, and is authorized to conduct business, in the state of Florida.

C. CONSULTANT FIRM FINANCIAL RESPONSIBILITY

Proposer shall provide the following information:

1. Its form of business, i.e., proprietorship, partnership, corporation, limited liability company.

2. Its bank references and any other information the applicant may wish to supply to verify its financial responsibility and capability to undertake this Agreement.

3. An audited financial statement prepared by an independent Certified Public Accountant in accordance with generally accepted accounting principles (GAAP) and issued by AICPA for the Proposer's most recently completed fiscal year.

D. CONSULTANT FIRM RELEVANT EXPERIENCE AND REFERENCES

1. Proposer shall certify that it is authorized to practice engineering in Florida and has been engaged in professional engineering consulting and design for at least ten (10) years.

2. Proposer shall provide a minimum of three (3) projects within the past ten (10) years demonstrating experience with the type of engineering and design work contemplated by this RFQ, such as port or industrial rail yards, container handling yards with RTG runways or heavy-duty pavement, and related terminal electrical and utility infrastructure. Proposer shall provide the

following information for each project:

1. A brief summary of the project scope.

2. Dates of design services and, if constructed, the construction completion date.

3. Final engineering and design cost.

4. Final construction cost.

5. Owner Company Name, Contact Name, Address, phone number, and email address.

E. PRIMARY SUBCONSULTANTS CONTACT INFORMATION

Proposer shall provide the following information for each of the primary Subconsultant Firms on the Proposer's team:

1. Address of the corporate headquarters and phone number.

2. Address and phone number of Subconsultant's office that will render service under this Agreement, if it is different from Subconsultant's headquarters.

3. Certification of status as a minority business, if applicable.

4. Name(s), address, email, and phone number of the principal-in-charge.

5. Years in business under the name used by Subconsultant.

6. Changes in ownership.

F. VOLUME OF WORK PREVIOUSLY AWARDED BY JPA

Provide a table listing all professional services contracts, task orders, and amendments awarded by JPA to the Proposer, as prime consultant, during the past five (5) years, including contract or task order number, project name, date of award, and awarded fee amount. If the Proposer has received no such awards, so state. JPA will verify the information against its records. Material omissions or misstatements may result in reduced scoring or the SOQ being deemed non-responsive.

G. ACKNOWLEDGEMENT OF ADDENDA AND SOQ SIGNATURE PAGE – SEE ATTACHMENT "A"

The SOQs shall be signed as indicated in Attachment "A", including typed or printed name and title of the signer. SOQ's shall be signed by an individual with legal authority to bind Proposer. The signature of Proposer's Authorized Representative on the SOQ must be made by an officer of Proposer if Proposer is a corporation or LLC, by a partner if the firm is a partnership, or by the proprietor, if the firm is a sole proprietorship.

SECTION 5
EVALUATION CRITERIA

5.01 INSTRUCTIONS AND EVALUATION CRITERIA

Each Proposer is solely responsible for ensuring its Statement of Qualifications (SOQ) adequately responds to the evaluation criteria described below. The Evaluation Committee will rank proposals based on the evaluation factors listed. Final rankings will be determined as described in Section 5.03, including oral presentations by shortlisted Proposers if held.

The response to each evaluation criterion will be scored from zero (0) to the maximum point value assigned. Proposers are encouraged to structure their submissions to clearly address each criterion in the order presented.

Failure to provide adequate information on any written proposal evaluation criterion will result in lower scores and could result in rejection of the proposal as non-responsive.

The proposal evaluation criteria are as follows:

EVALUATION FACTORS	MAX POINT VALUE
A. Ability of Personnel and Experience	30
B. Project Understanding, Technical Approach, and Methodology	30
C. Past Performance on Similar Projects	20
D. Willingness to Meet Time and Budget Requirements	10
E. Recent, Current, and Projected Workload and Previous JPA Awards	5
F. Proximity to Project	5
MAXIMUM AVAILABLE POINTS	**100**

Construction Engineering and Inspection (CEI) services are described in Section 3 as an optional service that JAXPORT may request by amendment. Proposers shall not include CEI staffing or approach in their SOQs, and CEI capability will not be evaluated or scored.

5.02 SELECTION CRITERIA

A. ABILITY OF PERSONNEL AND EXPERIENCE - (MAXIMUM SCORE: 30 POINTS)

Firm shall provide a project organizational chart showing and describing Proposer's personnel, reporting structure, and personnel responsibilities and functions specifically for this engagement. The chart shall also provide the same relevant information for Subconsultants.

Any existing commitment of personnel shown in the organization chart that could conflict with availability for this engagement shall be clearly shown and explained. Evaluation of this Factor will also include consideration of proposed Subconsultant Firms. Proposals shall contain a maximum of ten (10) resumes of key staff, including key staff of Subconsultant Firms, proposed for this engagement. At a minimum, resumes shall provide employee name, title, years of service with the firm, applicable professional registrations, education, relevant work experience, and years of experience in fields related to port and industrial rail, container yard and heavy-duty pavement, and terminal electrical and utility design. Resumes shall also identify any specialty or technical expertise relevant to this engagement. Resumes should be single-sided and no more than one (1) page in length. If more than one page is submitted, only the first page will be evaluated. Resumes shall not count against any SOQ page limitation.

At a minimum, Proposer shall provide resumes of the following staff (also referred to as "Team Member" or "Team Members") being offered to perform these roles on this engagement: (1) Project Manager, (2) Senior Rail Design Engineer, (3) Senior Civil/Site Design Engineer, (4) Geotechnical/Pavement Engineer, and (5) QA/QC Engineer. Proposer shall also identify, and provide resumes for, its Structural, Electrical, and Permitting leads. These additional leads are not subject to minimum years of experience and will be evaluated on their relevant experience. Proposer may submit up to two (2) additional resumes for other staff it considers key to this engagement. A Team Member can only serve in one project role. Team Members whose resumes are submitted shall actually perform the contemplated professional services unless after contract award the Firm submits a substitution request and receives prior approval from JPA's Senior Director of Engineering and Construction.

Provide the name and office locations of any Subconsultants proposed to be used on this engagement. Evaluation of this Factor will include a consideration of any proposed Subconsultants.

The SOQ shall clearly document that Proposer itself possesses a minimum of ten (10) years of experience in professional civil and railroad engineering consulting and design.

Provide any other documentation that Proposer believes will allow the Evaluation Committee to fully understand its competency to perform on this engagement.

Key Personnel - Minimum Requirements

1. **Project Manager** – Shall have a minimum of ten (10) years of professional civil engineering consulting and design experience, including rail, port or industrial terminal, and site development projects. Provide a photocopy of the Project Manager's current Professional Engineer license issued by the Florida Department of Business and Professional Regulation along with the Project Manager's current address.
2. **Senior Rail Design Engineer** – Shall have a minimum of ten (10) years of professional railroad engineering experience, including port or industrial rail yards and turnouts, and design coordination with short-line and Class I railroads. Provide a photocopy of the Senior Rail Design Engineer's current Professional Engineer license issued by the Florida Department of Business and Professional Regulation along with the Senior Rail Design Engineer's current address.
3. **Senior Civil/Site Design Engineer** – Shall have a minimum of ten (10) years of professional engineering experience in site development, paving, drainage, stormwater, and utility design for port or industrial facilities. Provide a photocopy of the Senior Civil/Site Design Engineer's current Professional Engineer license issued by the Florida Department of Business and Professional Regulation along with the Senior Civil/Site Design Engineer's current address.
4. **Geotechnical/Pavement Engineer** – Shall have a minimum of ten (10) years of professional geotechnical engineering experience, including pavement evaluation and design for container handling equipment and stacked container loads. Provide a photocopy of the Geotechnical/Pavement Engineer's current Professional Engineer license issued by the Florida Department of Business and Professional Regulation along with the Geotechnical/Pavement Engineer's current address.
5. **QA/QC Engineer** – Shall have a minimum of seven (7) years of QA/QC engineering experience on projects of similar size and scope. Provide a photocopy of the QA/QC Engineer's current Professional Engineer license issued by the Florida Department of Business and Professional Regulation along with the QA/QC Engineer's current address.

Structural, Electrical, and Permitting leads shall be identified in the organizational chart with resumes provided. Licensure appropriate to each discipline is expected for staff who will sign and seal deliverables.

B. PROJECT UNDERSTANDING, TECHNICAL APPROACH, AND METHODOLOGY - (MAXIMUM SCORE: 30 POINTS)

Proposer shall describe its understanding of the project and its approach to the following:

1. Understanding of the project and key site constraints, including active terminal operations, the existing rail tie-in, and the elevated aggregate conveyor interface

2. Approach to the siting study and preliminary engineering, including how the Proposer will establish the design basis with the tenant and WATCO

3. Approach to RTG and track configuration, RTG runways, hurricane tie-downs, and RTG electrical requirements

4. A realistic project schedule toward JAXPORT's target of initial wood pellet operations in the third quarter of 2028, consistent with the schedule target in Section 3.10 of the Scope of Services, identifying key milestones and critical path risks

Where the experience of the Proposer and its team is limited in any area listed in Factor C, describe how the team will address that area, such as through specific subconsultants, key personnel, or methodology.

C. PAST PERFORMANCE ON SIMILAR PROJECTS - (MAXIMUM SCORE: 20 POINTS)

Provide up to five (5) relevant projects completed within the past ten (10) years. For each project, describe the scope, construction value, the role of the Proposer or proposed subconsultant, and its relevance to this engagement. Experience in the following areas is particularly relevant:

a. Port or industrial rail yards and intermodal transfer facilities
b. RTG runways, crane tie-downs, and container yard or heavy-duty pavement
c. Port electrification and utility service for cargo handling equipment
d. Coordination with short-line and Class I railroads and terminal tenants

Proposers are not expected to have experience in every area; the combined experience of the Proposer and its proposed subconsultants will be considered. Owner references provided under Section 4 may be contacted by JPA to verify performance. Letters of commendation or awards may be included and will count against the SOQ page limitation.

D. WILLINGNESS TO MEET TIME AND BUDGET REQUIREMENTS - (MAXIMUM SCORE: 10 POINTS)

Responding to this evaluation Factor requires that Proposer include statements demonstrating that it met both time and budget requirements on projects of similar size and scope completed by Proposer within the past ten (10) years, and that Proposer is meeting both time and budget requirements on projects of similar size and scope that it is currently performing.

As part of its response to this Factor, Proposer:

1. shall submit an express statement of its overall willingness to meet both time and budget requirements for this project;
2. shall provide, for the Reference Projects identified in Section 4.02(D), information demonstrating performance against the original schedule and budget, such as project narratives, schedules, cost and fee summaries, and owner references; and

3. shall provide an explanation of how it typically manages its engagements to meet project budgets, schedules, and quality objectives.

E. RECENT, CURRENT, AND PROJECTED WORKLOAD AND VOLUME OF WORK PREVIOUSLY AWARDED BY JPA – (MAXIMUM SCORE: 5 POINTS)

Provide number and size of projects currently being performed by the personnel shown in the project organizational chart, provide the stage of completion of each project and anticipated completion date. Discuss ability of Firm's lead office to prosecute this engagement given its current workload. Proposer may include charts and graphs to demonstrate the current and projected workloads of the office executing this engagement and should discuss how Firm will adjust for any manpower or resource fluctuations.

In accordance with Section 287.055(4)(b), Florida Statutes, the Evaluation Committee will also consider the volume of professional services work previously awarded to each Proposer by JPA during the past five (5) years, as reported in Section 4 and verified by JPA.

Factor E will be scored as a single score considering both current workload and volume of prior JPA work.

F. PROXIMITY TO PROJECT - (MAXIMUM SCORE: 5 POINTS)

Disclose location of Firm's corporate headquarters. If Firm's corporate headquarters or lead
design office are located in Jacksonville, (which, for purposes of this RFQ is deemed to include
NE Florida and surrounding counties of Clay, St. Johns, Nassau, and Putnam), no further
information is required under this Factor and maximum points will be awarded.

For Firm's whose corporate headquarters are not located in Jacksonville shall indicate whether it maintains a branch design office in the Jacksonville area. If it does, then Firm shall indicate how long the Jacksonville branch office has been in continuous existence and the number of professional employees currently assigned to the branch office who are expected to perform services on this engagement. (Note: Qualifying employees are those assigned to the Jacksonville branch office and who have lived in the Jacksonville area for the previous twelve (12) months). Firms shall submit the organization chart for the branch office.

The SOQ should clearly state if Firm's corporate headquarters is not located in the Jacksonville
area and that Firm does not maintain a Jacksonville branch office. Minimum points will be
awarded in this Factor in this instance. The selected Firm shall be required to verify its

location
by furnishing a photocopy of a current Occupational License issued by the Tax Collector of
Duval County prior to execution of an Agreement for professional services.

5.03 EVALUATION OF STATEMENTS OF QUALIFICATIONS

1. **Proposal Response Page Limit.** Proposer's response shall not exceed twenty-five (25) pages, excluding the items listed in Section 1.04, the Section 4 Required Forms and Documentation, and resumes.

2. **Initial Screening.** JPA will review the submitted proposals to assure that they are responsive, meet the page limit specified in section 5.03(1), and satisfy the minimum requirement. Proposals deemed unresponsive will be returned to Proposer with a brief explanation of the reason for rejection.

3. **Evaluation Committee.** Following initial screening, JPA will convene an evaluation committee of at least three members, one of whom may be a staff member of JPA's Engineering and Construction Department. The evaluation committee members will each independently evaluate and rank each proposal in accordance with the proposal evaluation criteria contained in section 5.02 above.

4. **Proposal Scoring.** Each written SOQ evaluation criterion will be scored from zero (0) to the maximum point value stated in Section 5.02. A perfect written score is 100 points. Each Evaluation Committee member will score independently, and a Proposer's written score will be the average of the members' scores. JPA is not required to contact a Proposer to obtain additional information to evaluate the proposal.

5. **Shortlist.** Based on written scores, JPA intends to shortlist at least the three (3) highest-ranked Proposers (or all responsive Proposers, if fewer than three) for oral presentations. JPA reserves the right not to hold oral presentations, in which case final rankings will be based on written scores alone.

6. **Oral Presentations.** Oral presentations will be scheduled at JPA's convenience and held in person at JAXPORT or virtually, at JPA's discretion. Each shortlisted Proposer will be allotted up to thirty (30) minutes: approximately fifteen (15) minutes for its presentation and fifteen (15) minutes for questions from the Evaluation Committee. The Project Manager and Senior Rail Design Engineer named in the SOQ must attend and present. Other attendees shall be limited to key personnel named in the SOQ, with no more than six (6) attendees in total. JPA may provide topics or questions to shortlisted Proposers in advance. No fee or pricing information shall be presented. JPA is not liable for any costs incurred by Proposers in connection with oral presentations. Oral presentations will be scored as follows (**maximum 50**

points):

(a) Understanding of site constraints and technical approach, including rail yard layout, RTG operations, aggregate conveyor interface, and pavement and ground conditions – **15 points**

(b) Key personnel: demonstrated expertise, roles, and organization of the presenting team – **15 points**

(c) Schedule realism and risk identification – **10 points**

(d) Responses to Evaluation Committee questions – **10 points**

7. **Final Ranking.** If oral presentations are held, each shortlisted Proposer's final score will be the sum of its written score (maximum 100 points) and its oral presentation score (maximum 50 points), for a maximum of 150 points. Written scores will not be revised after oral presentations. Shortlisted Proposers will be ranked above Proposers that were not shortlisted. Final rankings will establish the order of negotiations under Section 287.055, Florida Statutes.

8. **Award.** JPA will make an award based on Proposer's ability to meet JPA's needs and requirements based on the proposal evaluation criteria. It is JPA's intent to award to the Proposer firm, which, in JPA's sole opinion, is the most qualified and capable of providing the best overall service consistent with the goals and objectives, and in accordance with Florida Statutes Section 287.055 as amended.

9. **Negotiation with Successful Proposer.** The successful Proposer shall provide a schedule of proposed rates and costs prior to negotiations. These rates and costs will be used in the negotiation of fees and shall remain in effect throughout the length of this Agreement. Proposed overhead rates shall conform to Federal Acquisition Regulations as established by a governmental audit or certified to by a certified public accountant, and JPA may request the supporting audit report or certification. Subconsultant overhead rates shall meet the same requirements. Proposers shall identify home-office and field overhead rates separately, where applicable. Profit shall be applied only to direct labor plus overhead. No markup or profit will be paid on non-labor related job costs, reimbursables, or on services provided by subconsultants or others.

ACKNOWLEDGMENT OF ADDENDA AND STATEMENT OF QUALIFICATIONS SIGNATURE PAGE

Acknowledgment of the following addenda is hereby made for each Addendum received in connection with this RFQ:

Addendum No. 1, Dated _____ Initials_____
Addendum No. 2, Dated _____ Initials_____

BIDDER'S ATTESTATION: Initials_____ Date_____ I hereby attest, as the Bidder's authorized agent, that Company is not owned, an affiliate of, or substantially controlled or influenced by the government of a foreign country of concern as defined below.

Under Florida Statutes, JAXPORT, like all state agencies and local government entities, is prohibited from entering into any contract or agreement with a foreign country of concern, which has been defined as "the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern."

SOQ's shall be signed below; including typed or printed name, title and email address of the signer. SOQ's must be signed by an individual with the authority to bind the Proposer. The signature of Authorized Representative on the SOQ must be made by an officer of the Proposer if the Proposer is a corporation, by a partner if the firm is a partnership, or by the proprietor, if the firm is a sole proprietorship.

_____
Company Name

_____ _____
Signature Date

_____
Name, Title and Email Address of Signatory

NOTARY STATE OF FLORIDA, COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of _____, 20___, by (name of person making statement).

_____(Signature of Notary Public)

(NOTARY SEAL)

_____(Name of Notary Typed, Printed, or Stamped)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced_____

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 (The JPA) 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

ATTACHMENT "B"

CONFLICT OF INTEREST CERTIFICATE

SECTION II

I hereby certify that the following named public official(s) and/or the JPA 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

CONFLICT OF INTEREST CERTIFICATE

SECTION III (PUBLIC OFFICIAL DISCLOSURE)

The JPA 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 Bidder: _____

Date:_____

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:

A. A predecessor or successor of a person convicted of a public entity crime; or

B. 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, by means of physical presence or online notarization, _____ 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:

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The applicant certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant Firm, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Consultant Firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Consultant Firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under loans, and cooperative agreements) and that all sub-recipients shall certify and disclosure accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, UPS Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____	_____
Signature	Company Name
_____	_____
Name of Official (type or print)	Business Address
	_____
	City, State, Zip Code
	_____
	Date

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

AGREEMENT
BETWEEN
JACKSONVILLE PORT AUTHORITY
AND
CONSULTANT NAME

This Agreement entered into as of February ___, 2027 (the "Effective Date") by and between Jacksonville Port Authority, a public body corporate and politic under the laws of the State of Florida (the "Authority"), located at 2831 Talleyrand Avenue, Jacksonville, Florida 32206 and **Consultant Name** (the "Consultant"), a **Consultant State** corporation with its principal offices at **Consultant Address, Consultant City, State, Zip Code** to provide, subject to separate engagements incorporating the terms of this Agreement, for AE-2108B DESIGN OF TMT WOOD PELLET RAIL YARD & RTG FACILITY Request for Qualifications ("RFQ") for the Jacksonville Port Authority.

WHEREAS, the Authority, based on Consultant's response to the RFQ and subsequent interviews and/or negotiations, has selected the Consultant as having satisfactory qualifications to perform such services for the Authority; and;

WHEREAS, the Consultant represents that it has the professional qualifications, capability and willingness to perform the professional services required to assist the Authority in scoping and implementing the Authority's Project; and;

WHEREAS, the Authority and Consultant have successfully negotiated the terms of this Agreement in accordance with the provisions of §287.055, Florida Statute.

NOW THEREFORE, in consideration of the covenants and promises herein contained, and for other good and valuable consideration, the Authority and Consultant agree as set forth below:

DEFINITIONS

1. The Authority: Jacksonville Port Authority (JAXPORT)

A public body whose plans and projects outline and define the work required to construct the project.

2. Request for Consultant Services

A document produced by the Authority and issued to the Consultant that defines a project, funding source, states the general goals and objectives of the project, identifies those services requested of the Consultant, and requires a written response (within a stated time) from the Consultant in the form of a Project Proposal as defined in Section 1.2.1.

3. Subconsultant.

A person or company who is not an employee or owned by the Consultant, who may provide professional services to the Consultant, for the express benefit of Authority, through a contractual relationship with the Consultant.

4. Project.

A defined set of parameters that encompass all those activities and actions necessary to produce, complete, or attain a design, specific physical change, alteration, study, inspection or other activity.

5. Consultant.

A person or entity licensed to do business in the State of Florida to provide Professional Consulting and Design Services.

6. Capital Purchase Order.

A purchase document, initiated by the Authority where specific project parameters, conditions, schedules, payment method and price are defined. Receipt of a fully executed Capital Purchase Order is the authorizing document for the Consultant to begin work.

7. Contract Documents.

The Contract Documents shall consist of this Agreement, the Capital Purchase Order, any duly authorized contract amendment or change order, the RFQ and consultant's response to the RFQ all of which are hereby incorporated by reference as if fully set out herein. The Contract Documents are meant to be complementary and what is called for by one is called for by all. If there are any conflicting terms between the Contract Documents the following is the order of precedence Authority will generally consider in resolving the conflict:

- Amendment/change order to Capital Purchase Order
- Capital Purchase Order
- Amendments to Agreement
- Agreement, including all Exhibits
- RFQ and all addenda thereto
- Consultant's Response to RFQ

ARTICLE 1 - CONSULTANT'S SERVICES AND RESPONSIBILITIES

1.1 Division of Work.

It is the desire of the Jacksonville Port Authority that the work of this Agreement be shared with other qualified consultants of Northeast Florida to the extent that such goal does not diminish the goal of selecting the most qualified consultants.

Subconsultants who are selected by the Consultant should preferably be established Florida firms who are not owned by the Consultant, and have a substantial presence in Florida. In all cases, the Consultant will be the single point of contact for the Authority for all issues related to this Agreement. The Consultant will retain all responsibility and liability for the performance of its Subconsultants.

1.2.1 Work Plan.

The Project Work Plan shall identify on a task-by-task basis, specific technical and/or administrative resources, and tasks that will be required to fully and completely respond to the JAXPORT's Request for Qualifications." In developing the Project Work Plan, the Consultant shall be responsible for reviewing the requirements for the Project with the Authority, to assure a full and complete understanding, delineation and achievement of the goals and objectives for the Project.

The Work Plan proposed by the Consultant shall include, but not necessarily be limited to an itemization of the tasks that will be accomplished by the Consultant through the various phases of the Project. The Work Plan shall be developed by the Consultant in a manner that will assure the orderly progression and successful completion of the requested service and the accuracy, timeliness, and cost effectiveness of all work produced by the Consultant.

1.2.2 Budget.

The Project Budget shall provide a detailed estimate and itemization of all costs that will be incurred in accomplishing the Project Work Plan. Only costs specifically authorized by this Agreement, or otherwise in writing by the Authority, shall be used to develop the Project Budget. The Project Budget shall be organized into the following categories:

- Professional fees based on Contract Hourly Rates, as detailed in EXHIBIT "A."
- Direct (reimbursable) expenses as defined in EXHIBIT "A."
- Preliminary budget estimate of all costs necessary to complete the Project through construction, testing, and final acceptance.

1.2.3 Implementation Schedule.

The Implementation Schedule shall be maintained using Trimble (TID) E-Builder software, a computer-based project management system that is capable of graphically depicting and tracking the duration, dependency, and cost of each phase and/or task necessary to complete the Work Plan. The Implementation Schedule shall clearly identify all Project milestones, be capable of assigning and monitoring the utilization of all resources assigned to the Project, and be fully suitable for reporting progress throughout the duration of the Project.

1.2.4 Staffing Schedule.

The Staffing Schedule shall detail the proposed staff to be assigned to the Project, including Subconsultant staff, where utilized. Clearly identify each participant's role and note which individual(s) is responsible for quality assurance and cost control. Consultant shall notify Authority in advance of any changes or substitutions to the Staffing Schedule, along with a brief justification.

1.2.4.1 Though the Project Proposal shall contain a Work Plan, Budget, Implementation Schedule, and Staffing Schedule as essential elements, the organization and structure of the detailed Project Proposal may vary, depending on the nature of the Project and the specific services to be rendered. The Authority shall be the final determinant as to the acceptability of the Project Proposal.

DRAFT

1.2.4.2 Actual service shall be rendered for the Project being specifically authorized by the Authority with issuance of a Capital Purchase Order, as detailed in Section 1.2.5.

1.2.5 Capital Purchase Order.

Following review, and a determination of acceptability of the Consultant's detailed Project Proposal, the Authority shall issue a Capital Purchase Order. The Capital Purchase Order shall summarize the scope of each assignment, any limiting conditions or requirements, and authorize the initiation of service on the Project. The Capital Purchase Orders shall be subject to the approval of the JAXPORT Engineering and Construction Department or the Granting Authority where grant funding is to be utilized in the Project. The Capital Purchase Order shall contain a Maximum Indebtedness or Not to Exceed amount that indicates the consideration to be paid by Authority to Consultant for the Work performed pursuant to the Capital Purchase Order.

1.3 Subconsultants.

It is understood and agreed that there are no Subconsultants as parties to this Agreement. It is further agreed that when and if the services of a Subconsultant firm is necessary, the selection of that firm and the respective responsibilities of that firm are the sole responsibility of the Consultant. All Subconsultants are subject to prior acceptance, in writing, by and at the sole discretion of the Authority.

1.4 Project Management.

1.4.1 Project Manager.

It is understood and agreed that **Consultant's Project Principal's Name** shall represent the Consultant as its Project Principal in the performance of this Agreement. **Consultant's Project Manager's Name** will be the Project Manager. The remaining job categories will be filled by the Consultant's resources as outlined in Exhibit "A."

1.4.1.1 No one else will be assigned to act in the capacity of the Project Manager without prior written approval of the Authority (see Article 3.6), which will generally not be given, except under extenuating circumstances.

1.4.1.2 It is further understood and agreed that the Consultant's Project Manager shall be responsible for, and will direct and coordinate the activities of the Consultant, its Subconsultants and any other provider of service in carrying out the work, as set forth in the Capital Purchase Order issued under this Agreement.

1.5 Responsibility of the Consultant

1.5.1 The Consultant shall be responsible for the professional certifications, quality, technical accuracy and the coordination of all calculations, design, drawings, specifications, recommendations, reports, inspections, surveys, change orders, and other services furnished by or through the Consultant under this Agreement. Without limiting any of its other obligations or liabilities the Consultant shall, and without additional compensation, correct or revise or cause to be

revised any errors or omissions in its work and other services, and shall be responsible for any delay, disruption, or other damages consistent with the Consultant's responsibilities.

The standard of care expected from these consultant services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time said services are performed.

1.5.2 The Consultant shall ascertain from the Authority and understand the budgetary constraints for the Project and major sub-elements thereof. This information shall be disseminated throughout the Consultant's staff, including Subconsultants, if any, so as to enable compliance with Section 5.4.2.

1.5.3 If, during any stage of the Project, an error, conflict or omission is encountered in construction or testing documents under the responsibility of the Consultant, the Authority shall direct the Consultant to correct said error, conflict or omission at no additional cost to the Authority. If the error is discovered after work has commenced on the subject of the error, the Consultant shall be responsible for all costs of necessary corrective actions that exceed the normal, reasonable cost of similar installations, testing, or construction had the subject error, conflict or omission not occurred. If the Consultant should fail to take the necessary actions to initiate and pay for the corrective actions, as outlined in this Article, the Authority may initiate corrective action and pay those costs directly to the appropriate party, and subsequently deduct that amount from any sum owed the Consultant. In the event that the Consultant should dispute the Authority's direction in this regard, the Consultant shall proceed diligently with the work and services in accordance with the decision of the Authority, pending final settlement of the dispute, in accordance with Article 13. of this Agreement.

1.5.4 Neither the Authority's review, approval or acceptance of, nor payment for any of the services required under this Agreement shall be construed to constitute a waiver of any rights under this Agreement or, of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the Authority and in accordance with applicable law for all damages to the Authority caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

1.5.5 Consultant's Personnel at Construction Site.

The presence or duties of Consultant's personnel at a construction site, whether as on-site representatives or otherwise, do not make Consultant or Consultant's personnel in any way responsible for those duties that belong to Authority and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties and responsibilities including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction contract documents, and any health or safety precautions required by such construction work.

1.5.6 Contractor Indemnification and Claims.

Authority agrees to include in all construction contracts the provisions of Section 1.5.5, "Consultant's Personnel at Construction Site," and provisions providing contractor indemnification of Authority and Consultant for Contractor's negligence.

1.5.7 Materials and Samples.

Any items, substances, materials or samples removed from the Project site by the Consultant, for testing, analysis or other evaluation will be returned to the Project site within 60 days of Project closeout, unless agreed to otherwise by the Authority. Authority recognizes and agrees that Consultant is acting as an independent contractor.

ARTICLE 2 - COMPENSATION AND METHOD OF PAYMENT

2.1 Method of Payment.

2.1.1 This Section describes the methods of compensation to be made to the Consultant for the services set forth in Exhibit "A." The services are to be provided over the duration of the work specified in the RFQ AE-2108B DESIGN OF TMT WOOD PELLET RAIL YARD & RTG FACILITY for the Authority. Services to be provided under this Agreement by the Consultant shall consist of the project assignment as defined in the Request for Qualifications. Compensation for services provided will be based on one of the following methods:

2.1.2 Cost Plus – Payment for services provided shall be on the basis of Contract Hourly Rates as outlined in Exhibit 'B." The number of hours and the resources required to complete this project have been negotiated and the Consultant will be held to that number of hours unless there is a significant change in scope of services and the Authority has agreed to add additional hours to compensate for that scope change. In that case a Change Order will be initiated and the Capital Purchase Order updated accordingly.

i. Contract Hourly Rates - Contract Hourly Rates include overhead, facilities capital cost of money, profit margin, and direct expenses with the exception of Direct Reimbursable Expenses as outlined in Section 2.1.2(ii) below. The Consultant may negotiate job categories other than those listed in Exhibit "B" if required by specific work assignment.

ii. Direct Reimbursable Expenses – Direct Reimbursable expenses consist of actual expenditures made by the Consultant in the interest of the project.

   a. Direct expenses included in Contract Hourly rates are materials and supplies, postage, shipping, and deliver, automobile, boat, and equipment rental, telephone, reproduction. These expenses are not reimbursable by the Authority.

   b. Travel expenses are not allowed in connection with the project.

   c. The Consultant will determine the needs for maintaining long term storage for the Authority materials, files and plans and submit a cost-effective proposal for accomplishing the task. The final plan will be mutually agreed to by the Authority's Senior Director, Engineering and Construction and the Consultant's

Project Principal. This will not include storage for records on ongoing efforts the project which is part of overhead.

iii. Subcontracts for services to be provided by persons other than Consultant personnel - Compensation for subconsultant services shall be made on the same basis as the method described in this Section.

iv. Subcontracting Administration – The Consultant will be allowed to charge a percentage of the subconsultant agreement to cover its administration and management costs associated with using the subconsultant. This charge will cover all Prime Consultant time in spent on arranging for the subcontracting work including such tasks as getting quotes, negotiations, contracting and administration and management of the subcontract and is in lieu of any direct salary charges. The amount will be 5% for all sub agreements. This administrative charge will also be deemed to cover all legal and insurance issues arising out of the use of the subconsultant. No direct time will be charged to the Authority in the Consultant's process of contracting with subconsultants unless specifically allowed by the Authority's Senior Director, Engineering and Construction prior to the execution of a contract with any subconsultant. However, direct time may be charged by the Consultant for independent, specific technical review of subconsultant's work, if authorized by the Authority's staff.

2.1.3 Payments made incrementally throughout the period of service for the Capital Purchase Order shall represent full compensation for all service(s) required to complete the work of the Capital Purchase Order. It shall include, but not necessarily be limited to, the Contract Hourly Rates, and direct non-salary (reimbursable) expenses, willingness to serve, and assumption of responsibilities without regard to the type or nature of service provided or actual cost incurred.

2.1.4 It is hereby understood and agreed that the entire cost of developing the Project Proposal under Section 1.2.2 shall be borne by the Consultant, and shall not be a reimbursable cost under this Agreement.

2.1.5 By its acceptance of a Capital Purchase Order, the Consultant certifies that it has a full and complete understanding of all requirements necessary to complete its responsibilities under the Agreement, and provides its assurance that it shall render fully and completely all services required to complete the Authority's Project as agreed. The Authority, based on this assurance, agrees to incrementally pay the Consultant as stated in Section 2.1.1, above. The sum of payments under the Capital Purchase Order shall not exceed the maximum amount stated thereon.

2.1.6 The Consultant agrees that invoices for services rendered on the Capital Purchase Order shall be submitted no more frequently than monthly.

2.1.7 Payments shall be made promptly by the Authority within twenty (20) business days after receipt of acceptable Consultant's invoice. The Authority agrees that if some items of the Consultant's invoice are disputed by the Authority, the Authority will pay those non-disputed items of the Consultant's invoice within thirty (30) business days after receipt. The Consultant agrees that each payment shall be made only in response to the Consultant's periodic invoice, in increments proportionate to the satisfactory completion of such services as generally determined acceptable by the Authority. The Consultant further agrees that the incremental charge for all services rendered

shall be consistent with, and proportionate to, the current version of the Project Work Plan approved by the Authority, and not be greater than the agreed upon amount included in the Capital Purchase Order.

2.2 Progress and Variance Reports.

The Consultant shall submit with each invoice for payment on the Capital Purchase Order a Progress Report that factually summarizes all activities and accomplishments which occurred during the billing period, and a Variance Report that details and explains any difference between the cost budgeted for each task or item, and the current forecast for expenditures anticipated through completion. Any anticipated shortfall that would be created as a result of the periodic payment shall be documented and discussed with the Senior Director, Engineering and Construction. The shortfall situation shall either be justified or actions initiated to recover the original task or item budget to the satisfaction of the Engineering and Construction Department prior to payment. All Progress and Variance reporting shall be accomplished in a manner and form that is directly comparable to the Project Proposal developed by the Consultant under Section 1.2.2 for the invoiced Capital Purchase Order.

2.3 Additional Services.

2.3.1 The Consultant agrees to provide all services to this Agreement through its Jacksonville office location. Relocation, travel or subsistence expenses for special employees of the Consultant necessary to bring these individuals to Jacksonville to serve this Agreement, are reimbursable only at the sole discretion of the Authority and under special project conditions and as specifically authorized by the Capital Purchase Order.

2.3.2 It is understood and agreed that, at any time or for any reason during the performance of services under the Agreement, it may be necessary for the Consultant to render service that is, or would be, outside the scope of the services that resulted in the original Capital Purchase Order. To the extent that this service is not consistent with the Scope of Services for the Capital Purchase Order, said service shall be considered Additional Service and is compensable as provided herein.

2.3.3 The Consultant waives compensation under this Article unless the Consultant, prior to rendering the additional service and in writing, serves notice to the Authority identifying, specifically, which additional services are considered necessary, or if the change is requested by the Authority that the change would constitute an additional fee for said service, must be negotiated.

2.3.4 No service for which an additional cost or fee will be charged by the Consultant, shall be furnished without the prior written authorization of the Authority. Such service, if any, shall be compensated for as an Additional Service on the basis of a Project Proposal developed for the specific service contemplated under the general provisions of Section 1.2.2.

2.3.5 In the event a dispute arises as to whether services are necessary, the Authority's determination shall be a pre-condition to any further action by the Consultant.

2.3.6 In the event that a dispute arises as to whether services are, in fact, Additional Services, the Consultant agrees to perform the services at the written direction of the Authority, and to subsequently resolve the dispute pursuant to Article 13.

ARTICLE 3 - AUTHORITY'S RESPONSIBILITIES

3.1 Provision of Information.

The Authority shall provide information as to its general requirements for the Project.

3.2 Availability of Information.

The Authority shall assist the Consultant by placing at its disposal all available information pertinent to the Project, including previous reports and any other data relative to design and construction of the Project, provided however, that the Consultant shall be responsible for any analysis, interpretation, application or use of the information thereof by the Consultant in performing hereunder. While the Consultant may reasonably rely upon the accuracy, timeliness and completeness of the information provided by the Authority, the Consultant shall exercise good engineering judgment and due diligence in the use of this information. All information provided hereunder by the Authority will be made available at the Authority's main office, or at the appropriate location of the work.

3.3 Provision of Public Access.

The Authority shall provide access to, and make all provisions for the Consultant to enter upon public and private properties as required for the performance of services under this Agreement. The Consultant's activities under this Article shall be governed by Sections 471.027 and 472.029, Florida Statutes.

3.4 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 1830 E. 21st Street Jacksonville Fl, 32206. 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. Arrangnments 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.

Significant Designations on Terminals

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

- Entry into the main gates at Talleyrand Marine Terminal (TMT) and Dames Point Marine Terminal (DPMT) Terminal constitutes entry into a restricted area.

- Entry into the Cruise Terminal provisions gate, crew gate or terminal doors constitutes entry into a restricted area.

Escorts

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

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

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

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

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

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

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

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

Vessel crewmembers may be escorted by approved escorts provided they complete the *TWIC Escort form* and escort under no more than a 1 to 3 ratio (excluding labor, contractors, and vendors). Prior to and upon completion of the escort, they are to contact the JAXPORT SOC at 904.357.3360.

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

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

New Hire Provision: If a new hire moves from a secured to a restricted access area, they require side-by-side escort by a TWIC holder at all times. If an individual is a newly hired vessel or facility employee who has applied for but not yet received a TWIC, the Authority/operator may grant the individual accompanied access to secure areas of the vessel or facility. This accompanied access may be granted for a period of up to 30 consecutive calendar days from the date of TWIC enrollment, after notification through Homeport that the individual has passed the name-based check. Accompanied access may be extended for an additional 30 days by the local COTP if TSA has not yet issued the new hire's TWIC.
Company/tenant/operator is responsible for reporting and verifying new hires via Homeport.
This provision ***may not*** be used to grant temporary accompanied access to an individual being hired as a CSO, VSO, or FSO or any individual being hired to perform security as a primary duty.

Rail Access

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

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

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

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

Additional Comments:

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

1. Escorts must have in their possession a valid TWIC and a permanent JAXPORT credential.
2. Visitors must have a verified reason to enter the restricted area.
3. Side by side escort requirement must be continual and uninterrupted.
4. The person escorting must be able to immediately contact JAXPORT Security Operations Center at (904.357.3360), as indicated on TWIC Escort Form.
5. JAXPORT Security must be notified if the side by side escort has been compromised or the non-TWIC holder engages in unlawful or suspicious activity.
6. Non-TWIC holders will not be allowed to occupy a privately-owned vehicle (POV) without a JAXPORT authorized escort.
7. TWIC Escort Form indicates Facility and FSO responsible for the action of the escorted & employees.
8. TWIC Helpdesk: 1-866-347-8942

3.5 Review of Materials.

The Authority shall review all studies, reports, sketches, estimates, specifications, drawings, proposals and other documents presented by the Consultant as a work product developed in response to the Capital Purchase Order. All reviews shall be completed and the results presented to the Consultant to the greatest extent practical within a reasonable time so as not to delay the services of the Consultant.

3.6 Authority's Representative.

The Authority shall designate a person to act as the Authority's representative with respect to the work to be performed under this Agreement, and such person shall have complete authority to transmit instructions; receive information; interpret and define Authority's policies and decisions with respect to materials; equipment, elements and systems pertinent to the services covered by this Agreement, except where the Authority is required to act through its appointed Governing Board. Written authorization and directives issued by the Authority's representative shall be honored by the Consultant, so long as such authorizations and directives are consistent with the scope of services to be provided under the Agreement. It is understood and agreed that for the purpose of this Article, Jose Vazquez, Senior Director, Engineering and Construction or other representative(s) designated in writing by the Engineering and Construction Department shall represent the Authority for all matters pertaining to this Article.

ARTICLE 4 - TERMINATION OF THE AGREEMENT

4.1 Termination for Cause.

If the Consultant is adjudicated as bankrupt, or if they make a general assignment for the benefit of creditors, or if a receiver is appointed on account of their insolvency, or if they persistently or repeatedly refuse or fail to supply enough qualified personnel, if they fail to make proper payment to Subconsultants and Subconsultants, or disregard laws, ordinances, rules, regulations or orders of any public authority having jurisdiction or otherwise materially breaches any provision of this Agreement, the Authority may, after 5 days' written notice to the Consultant but without prejudice to any right or remedy, terminate the employment of Consultant and complete the Consultant's services hereunder through others. Termination shall be accomplished by written notice stating due cause, and shall be effective upon receipt. In such case, the Consultant shall be liable to the Authority for all damages and any and all additional costs and expenses occasioned to the Authority thereby.

4.2 Termination for Default.

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

In that event, the Authority shall compensate the successful Consultant Firm in accordance with the Agreement for all services performed by the Consultant Firm prior to termination, net of any costs incurred by the Authority as a consequence of the default. Notwithstanding the above, the successful Consultant Firm shall not be relieved of liability to the Authority for damages sustained by the Authority by virtue of any breach of the Agreement by the Consultant Firm, and the Authority may reasonably withhold payments to the successful Consultant Firm for the purposes of set off until such time as the exact amount of damages due to the Authority from the successful Consultant Firm is determined.

4.3 Termination for Convenience.

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

4.4 Receipt of Notice.

Date of receipt of termination notice shall be established either by Certified Mail Return Receipt or hand delivery with receipt, at the Authority's option.

4.5 Events upon Termination.

Upon termination of the Agreement under either Sections 4.1 or 4.2 the Consultant shall:

Immediately discontinue all services affected (unless the notice directs otherwise), and deliver to the Authority all data, drawings, specifications, reports, estimates, summaries and all other information and materials including, but not limited to, that which may exist in electronic media format, as may have been developed and accumulated by the Consultant in performing this Agreement, completed or in progress.

Authority will have no liability to the Consultant 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

ARTICLE 5 - ASSURANCES

5.1 Indemnification and Insurance.

5.1.1 The Consultant and its subconsultants and subconsultants (individually or collectively referred to as the "Indemnifying Parties"), shall hold harmless, indemnify, and defend Authority and Authority's officers, board members, employees, representatives and agents (individually or collectively referred to as the "Indemnified Parties") from and against:

(a) General Tort Liability, including without limitation any and all claims, actions, losses, damages, injuries, liabilities, costs and expenses of whatsoever kind or nature (including, but not by way of limitation, attorney's fees and court costs) arising out of injury (whether mental or corporeal) to persons (including death) or damage to property, arising out of or incidental to the Indemnifying Parties' negligent performance of the Contract or work performed hereunder; and

(b) Environmental Liability, including without limitation, any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs of cleanup, containment or other remediation, and all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney's fees), arising from or in connection with (a) the Indemnifying Parties' actions or activities under the Contract that result in a violation of any environmental law, ordinance, rule or regulation or that leads to an environmental claim or citation or to damages due to the Indemnifying Parties' negligent activities, (b) any environmental, health and safety liabilities arising out of or relating to the negligent operation or other activities performed in connection with the Contract by the Indemnifying Parties at any time on or prior to the effective date of the Contract, or (c) any bodily injury (including illness, disability and death, regardless of when any such bodily injury occurred, was incurred or manifested itself), personal injury, property damage (including trespass, nuisance, wrongful eviction and deprivation of the use of real property) or other damage of or to any person in any way arising from or allegedly arising from any hazardous activity conducted by the Indemnifying Parties. Authority will be entitled to control any remedial action and any legal proceeding relating to an environmental claim; and

(c) Intellectual Property Liability, including without limitation any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney's fees), arising directly or indirectly out of any allegation that the Services, any product generated by the Services, or any part of the Services, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right and will pay all costs (including, but not limited to attorney's fees and court costs), damages, charges and expenses charged to the Indemnified Parties by reason thereof. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Parties shall, immediately, make every reasonable effort to secure for the Indemnified Parties a license, authorizing the continued use of the Service or product. If the Indemnifying Parties fail to secure such a license for the Indemnified Parties, then the Indemnifying Parties shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to Authority, so that the Service or product is non-infringing; and

(d) Violation of Laws Liability, including without limitation, any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney's fees) arising from or based upon the violation of any federal, state, or municipal laws, statutes, resolutions, rules or regulations, by the Indemnifying Parties or those under their control; and

(e) Liability from Breach of Representations, Warranties and Obligations, including without limitation, any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney's fees) which may be incurred by, charged to or recovered from any of the foregoing, arising directly or indirectly out of (a) any breach of any representation or warranty made by the Indemnifying Parties in connection with the Contract or in any certificate, document, writing or other instrument delivered by the Indemnifying Party, or (b) any breach of any covenant or obligation of the Indemnifying Parties set forth in the Agreement

or any other certificate, document, writing or other instrument delivered by the Indemnifying Parties pursuant to the Agreement.

The indemnifications in this Section 5.1.1 are separate and apart from, and are in no way limited by, any insurance provided pursuant to the Agreement or otherwise. This Section 5.1.1 shall survive the expiration or termination of the Agreement. To the extent an Indemnified Party exercises its rights under this Section 5.1.1, the Indemnified Party will (1) provide reasonable notice to Authority of the applicable claim or liability, and (2) allow Authority to participate in the litigation of such claim or liability (at Authority's expense) to protect its interests. Each party will cooperate in the investigation, defense and settlement of claims and liabilities that are subject to indemnification hereunder, and each party will obtain the prior written approval of the other Party before entering into any settlement of such claim or liability, which consent shall not be unreasonably withheld, delayed or conditioned.

5.1.2 Without limiting any of the other obligations or liabilities of the Consultant, the Consultant shall, at its own expense provide and maintain in force, until all of its services to be performed under this Agreement, have been completed and accepted by the Authority (or for such duration as is otherwise specified hereinafter), Workers' Compensation/Employers' Liability, Commercial General Liability, Business Automobile Liability and Professional Liability Insurance conforming to the minimum requirements set forth below. Such policies shall be issued by companies either a) Holding valid and subsisting certificates of authority issued to the companies by the Department of Insurance of the State of 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, or b) with respect only to Workers' Compensation/Employers' Liability Coverage authorized as a group self-insurer by Florida Statutes 440.57.

5.1.3 Workers' Compensation/Employers' Liability.

5.1.3.1 The Consultant's insurance shall cover the Consultant 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 Longshoreman's and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable Federal or State laws.

5.1.3.2 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 or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy. The minimum amount of coverage for that coverage customarily insured under Part Two of the standard Workers' Compensation Policy (inclusive of any amounts provided by an umbrella or excess policy) shall be:

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

5.1.4 Commercial General Liability.

5.1.4.1 The Consultant's insurance shall cover the Consultant 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 00 01) as 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 and the attachment of the Engineers, Architects or Surveyors' Professional Liability Exclusion (ISO Form CG 22 43).

5.1.4.2 The minimum limits to be maintained by the Consultant (inclusive of any amounts provided by an umbrella or excess policy) shall be the following amounts:

	LIMITS
General Aggregate	**$1,000,000**
Products/Completed Operations Aggregate	**$1,000,000**
Personal and Advertising Injury Limit Each Occurrence	**$1,000,000**
Bodily Injury and Property Damage Each Occurrence	**$1,000,000**

5.1.4.3 The Consultant shall continue to maintain Products/Completed Operations coverage for a period of three (3) years after the Agreement completion date.

5.1.4.4 The insurance must specifically include the Authority, 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.

5.1.5 Business Auto Policy.

5.1.5.1 The Consultant's insurance shall cover the Consultant 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.

5.1.5.2 The minimum limits to be maintained by the Consultant (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.

5.1.6 Professional Liability.

5.1.6.1 The Consultant's insurance shall be on a form acceptable to the Authority, and shall cover the Consultant for those sources of liability arising out of the rendering or failure to render

professional services in the performance of this Agreement, including any hold harmless and/or indemnification agreement.

5.1.6.2 The minimum limits to be maintained by the Consultant (inclusive of any amounts provided by an umbrella or excess policy) shall be $1,000,000 per each occurrence, and $2,000,000 in the aggregate.

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

5.1.7 Prior to commencement of services, the Consultant shall provide to the Authority 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 the Authority shall be given not less than 30 days' written notice prior to cancellation or restriction of coverage.

5.1.8 The required certificates shall contain a provision that the Authority shall be given not less than 30 days' written notice prior to cancellation or restriction of coverage. The required policies shall contain a provision that the Authority 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.

5.1.9 JAXPORT reserves the right to require additional insurance coverage based on individual project values or specific project requirements.

5.1.10 PURSUANT TO SECTION 558.0035 FLORIDA STATUES, AN INDIVUDIAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

5.2 Access to Consultant's Records.

The Consultant agrees that the Authority shall have access to any books, documents, papers, and records of the Consultant which are pertinent to this Agreement for the purpose of making audit,

examination, excerpts, transcriptions or copies, and that all required records, as stated above, will be maintained for five (5) years after the Authority makes final payment and all other matters are closed. If the Consultant fails to provide the required documentation under the Authority's request then the consultant will be charged a penalty for such failure and any costs incurred by the Authority to reproduce such documents will be reimbursed by the Consultant. The Consultant further agrees that it will provide the necessary facilities and personnel to assist with the audit, examination, excerpts, transcriptions or copies for the normal and customary cost of the assistance requested.

5.3 Ownership of Drawings and Other Data.

5.3.1 The Consultant agrees that all designs, drawings, specifications, notes and any other work developed in the performance of this Agreement, including that which may exist in electronic media format, shall be and remain the sole property of the Authority. The Consultant further agrees that this documentation may be used on any other work of the Authority, without additional compensation to the Consultant. With respect thereto, the Consultant agrees not to assert any rights and shall not establish any claim under the design patent or copyright laws. Any reuse of such documents without written verification or adaptation by the Consultant for the specific purpose intended will be at the Authority's sole risk and without liability or legal exposure to Consultant.

5.3.2 To the extent that any design, drawing, specification, note and other work developed in support of the Project ("Work") is by operation of law considered to be owned by Consultant, Consultant hereby assigns any and all of its Authority ship interest in the Work to Authority and hereby agrees to do whatever is necessary and legally required in order to effectuate such assignment to Authority.

5.3.3 At the completion of the Project, the Consultant shall transmit to the Authority, copies of all designs, drawings, specifications, notes and other work developed in support of the Project. As-built drawings are to be thoroughly reviewed by the Consultant for accuracy before being delivered to the Authority. One copy of all such data shall be delivered in a reproducible format; both print (size/format to be determined by the Authority) and electronic CAD files.

5.3.4 Consultant, for a period of five (5) years after completion of the Project, agrees to furnish and provide access to all retained materials on the request of the Authority. Unless other-wise provided in the Agreement, the Consultant shall have the right to retain copies of all such materials beyond such period.

5.4 Design Limitations.

5.4.1 Requirements for Competitive Bids.

A major objective of all design services provided by the Consultant under this Agreement shall include the award of a construction contract to the lowest cost responsive bidder, based on reasonably competitive bids. Any requirement or condition of the Consultant-prepared bid documents that would restrict reasonable competitiveness between bidders shall be specifically identified by the Consultant, and receive written approval of the Authority as condition precedent to the authorization to release plans and specifications for bidding and construction. Specifications involving "sole source" materials and equipment shall be similarly identified and also require Authority's written approval.

5.4.2 Estimate Accuracy and Budget Overruns.

5.4.2.1 In order to protect the Authority from unanticipated cost overruns, the Consultant shall prepare estimates of construction cost beginning with the Project Proposal, at the 30 percent, 60 percent, and 90 percent completion of the design, and immediately prior to advertisement for bids based on final plans and specifications.

5.4.2.2 Should the Consultant's initial or any subsequent estimate exceed funding currently budgeted and known to the Consultant, the Consultant shall, upon the written directive of the Authority, modify the design documents to bring the anticipated cost of the construction in-line with available funding.

5.4.2.3 It is understood and agreed that the Authority shall be entitled to rely upon the Consultant's final estimate as a reasonably accurate indicator of the Project bids to be received. In the event, bids are received in a timely and reasonably competitive environment and the lowest responsive bidder exceeds the Consultant's final estimate by 10 percent of more, at the sole discretion of the Authority, the Consultant shall upon written direction of the Authority, modify the design documents for rebid in order to bring the Project cost in-line with available funding.

ARTICLE 6 - REQUIREMENT FOR PROFESSIONAL REGISTRATION

The design of architectural, structural, mechanical, electrical, civil and other designed features of the work shall be accomplished or reviewed and approved by Registered Professional Architects or Engineers licensed to practice in the State of Florida, and the appropriate seal and signature shall be properly displayed on the construction documents. Support professionals such as Land Surveyors, Landscape Architects, Geologists and the like shall be similarly registered when they render professional recommendations and opinions.

ARTICLE 7 - COMPOSITION OF CONSULTANT

The Consultant shall be one legal entity. Joint-Ventures are not acceptable.

ARTICLE 8 - SUSPENSION OF WORK

8.1 Suspension for Convenience.

The Authority may order the Consultant, in writing, to suspend all or any part of the work for such period of time as the Authority may determine to be appropriate for the convenience of the Authority. Compensation will be as outlined in Section 4.3 Termination for Convenience.

8.2 No Costs or Damages.

In the event of a suspension or delay on the Project wherein the Consultant is being utilized, no costs or damages shall be recover-able by the Consultant. It is understood that the Consultant in connection with this Agreement shall only be compensated for direct costs as set forth in EXHIBIT "A" to this Agreement for work actually performed with the approval of the Authority, and the

Consultant has waived any claim against the Authority for any extended overhead, inefficiency, or any other damage claim arising from a suspension or delay situation.

8.3 Delayed Project.

In the event a suspension should occur and thereby cause work of the Consultant for the Project to extend beyond the expiration date of this Agreement, the parties may negotiate an equitable method for completion of the Project or the Authority may contract elsewhere for completion of the suspended or delayed Project.

ARTICLE 9 - INTEREST AND BENEFITS

9.1 Interest of Consultant.

The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Consultant further covenants, that in the performance of this Agreement no person having any such interest shall be employed.

9.2 Interest of the Authority and Others.

No officer, member or employee of the Authority, and no member of its Governing Body, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the services to be performed under this Agreement, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in the Agreement or the proceeds thereof.

9.3 Prohibition Against Contingency Fees.

(a) "The Consultant (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement." For the breach or violation of this provision, the agency shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

(b) Any individual, corporation, partnership, firm, or company, other than a bona fide employee working solely for an architect, professional engineer, or registered land surveyor and mapper, who offers, agrees, or contracts to solicit or secure agency contracts for professional services for any other individual, company, corporation, partnership, or firm and to be paid, or is paid, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or the making of a contract for professional services shall, upon conviction in a competent court of this

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state, be found guilty of a first degree misdemeanor, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes, as amended.

(c) Any architect, professional engineer, or registered surveyor and mapper, or any group, association, company, corporation, firm, or partnership thereof, who offers to pay, or pays, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or making of any agency contract for professional services shall, upon conviction in a state court of competent authority, be found guilty of a first degree misdemeanor, punishable as provided in s. 775.082 or s. 775.083., Florida Statutes, as amended.

(d) Any agency official who offers to solicit or secure, or solicits or secures, a contract for professional services and to be paid, or is paid, any fee, commission, percentage, gift, or other consideration contingent upon the award or making of such a contract for professional services between the agency and any individual person, company, firm, partnership, or corporation shall, upon conviction by a court of competent authority, be found guilty of a first degree misdemeanor, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes, as amended.

9.4 Truth in Negotiation Certificate.

The Consultant understands and agrees that execution of the RFQ shall be deemed to be a simultaneous execution of a Truth-In-Negotiation Certificate under this provision to the same extent as if such certificate had been executed apart from this Agreement, such certificate being required by Section 287.055, Florida Statutes, as amended. Pursuant to such certificate, the Firm hereby states that the wage rates and other factual unit costs supporting the compensation hereunder are accurate, complete and current at the time of contracting. Further the Firm agrees that the compensation hereunder shall be adjusted to exclude any significant sums where the Authority determines the contract price was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs, provided that any and all such adjustments shall be made within one (1) year following the completion date of this Agreement.

ARTICLE 10 - ASSIGNABILITY AND INDEPENDENCE

10.1 Assignment.

The Agreement shall be binding upon the parties hereto and their respective successor and assigns, the Consultant shall not assign the Agreement without the Authority's express written consent. Any such assignment by Consultant's must contain a provision allowing the Authority to assert against any assignee, any and all defenses, setoffs or counterclaims which the Authority would be entitled to assert against Consultant.

10.2 Non-exclusive Agreement.

It is agreed that nothing in this Agreement obligates the Authority to commit all or any portion of its work toward service to be performed by the Consultant. Furthermore, the Authority reserves the right to award a portion, or all of its work, to other Consultant(s), if, in its sole judgment, such action would be in the best interest of the Authority.

10.3 Independence.

In the performance of the services of the Consultant under this Agreement, the Consultant shall be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint-venture or associate of the Authority. The Consultant shall be solely responsible for the means, methods, techniques, sequences and procedures utilized in the full performance of its services under this Agreement.

10.4 Public Utilities and Permitting Authorities.

Where privately, publicly, or cooperatively-owned utility companies require special arrangements in connection with the proposed Scope of Services, and when certain permits will be required for construction, the Consultant shall make the necessary contacts and confer with the responsible authorities regarding the respective requirements, as they affect the Scope of Service and apprise the Authority of the results of all such contacts. The Consultant shall make no commitment with the utilities or permitting authorities which is, or may be perceived, as binding upon the Authority. The Authority shall have final authority regarding such special arrangements or permits and bear sole authority to execute all commitments.

ARTICLE 11 – DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY

11.1 DBE Policy and Obligation.

It is the policy of JAXPORT that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with FDOT funds under this contract. The DBE requirements of applicable federal and state laws and regulations apply to this contract. JAXPORT and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this contract. In this regard, all contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to perform contracts. JAXPORT's contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this contract.

11.2 DBE Utilization

The Florida Department of Transportation (FDOT) began its race neutral DBE program on January 1, 2000. Contract specific goals are not placed on State funded contracts; however, the FDOT has an overall 10.65% goal it must achieve. JAXPORT has adopted the FDOT's DBE Program goal. The DBE participation goal for this contract is 0%; however, DBE participation is strongly encouraged. Further information about the FDOT's DBE Program goal can be found at:
https://www.fdot.gov/equalopportunity/

JAXPORT will be monitoring potential or anticipated DBE utilization for contracts. When the low bidder executes the contract, information will be requested of the contractor's anticipated DBE participation for the project. While the utilization is not mandatory in order to be awarded the project, continuing utilization of DBE firms on contracts supports the success of Florida's Voluntary DBE Program, and supports contractors' Equal Employment Opportunity and DBE Affirmative Action Programs. FDOT's search engine for the business directory can be found at:
https://www.fdot.gov/equalopportunity/small-business-program.shtm

Contract Assurance: The Consultant, Subrecipient, or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of Department-assisted contracts. Failure of the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as JAXPORT deems appropriate, which may include, but is not limited to, 18-009.

1. Withholding monthly progress payments
2. Assessing sanctions;
3. Liquated damages; and/or
4. Disqualifying the Contractor from future bidding as non-responsive

11.3 Records and Reports

Consultants are required to provide the following information to JAXPORT's Procurement Services SEB Programs Coordinator for verification.

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

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

The Contractor must submit the Statement to:

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

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

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

2. Instructions for Reporting Actual Payments

JAXPORT is required to report data on actual payments, small business status, and the type of work of all Subcontractors, Subconsultants, and major Suppliers. Each month the JAXPORT must report

actual payments (including retainage) to all DBE Subcontractors, Subconsultants, and Suppliers. Payments to all non-DBE Subcontractors and Subconsultants can be reported either monthly or at the end of the project. Local Agency may submit this information to the District Administrator or designee manually or electronically in an Excel spreadsheet. Subsequently, Prime Contractors are required to report payments made to DBE Subcontractors manually or electronically to JAXPORT's SEB Programs Coordinator.

RESOURCES
Florida Department of Transportation
Equal Opportunity Office
https://www.fdot.gov/equalopportunity/

49 CFR Part 26
https://www.fdot.gov/equalopportunity/civilrightsprograms.shtm

Disadvantaged Business Enterprise Directory
https://www.fdot.gov/equalopportunity/small-business-program.shtm

ARTICLE 12 - NON-DISCRIMINATION

12.1 General.

With regard to the work performed by the Consultant after award and prior to completion of the contract work, the Consultant shall not discriminate on the grounds of race, ethnicity, religion, gender or national origin, in the selection and retention of Subconsultants. Consultant shall comply with the provisions of Presidential Executive Order 11246, as amended, and with all rules and regulations implementing that Executive Order. Such provisions, rules, and regulations are incorporated herein by reference as set out in their entirety. Consultant shall not participate either directly or indirectly in discrimination. Failure to carry out these requirements is a material breach of this contract, which may result in the termination of this contract.

12.2 Information Reports.

Consultant shall provide all information and reports required by the local and State regulations or orders and instructions issued pursuant thereto, and shall permit access to the Consultant's books, records, accounts, or other sources of information and its facilities as may be determined by the Authority to be pertinent to ascertain compliance with such regulations, orders and instructions.

Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall certify to the Authority, as appropriate, and shall set forth what efforts it has made to obtain the information.

12.3 Sanctions for Non-compliance.

In the event of the Consultant's non-compliance with the non-discrimination provisions of this Agreement, the Authority may impose such sanctions as it may determine to be appropriate including, but not limited to, cancellation, termination or suspension of the Agreement in whole or in part.

12.4 Discriminatory Vendor List.

An entity or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime 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 or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subconsultant, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S. for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

12.5 Incorporation of Provisions.

Consultant shall include the provisions of Articles 12.1 through 12.5 in every subcontract, unless exempt by the regulations, orders or instructions issued pursuant thereto. Consultant shall take such action with respect to any subcontract as the Authority may direct, as a means of enforcing such provisions, including actions for non-compliance.

ARTICLE 13 - BREACHES AND DISPUTE

13.1 Disputes – Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the Authority (the "Authorized Representative"). This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Consultant Firm mails or otherwise furnishes a written appeal to the authorized representative of the Authority. In connection with any such appeal, the Consultant Firm shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Authorized Representative shall be binding upon the Consultant Firm and the Consultant Firm shall abide be the decision.

13.1.1 Performance During Dispute – Unless otherwise directed by the Authority, Consultant Firm shall continue performance under this Consultant Firm while matters in dispute are being resolved.

13.1.2 Claims for Damages – Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

13.1.3 Remedies – Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Authority and the Consultant Firm arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agrees, or in court of competent jurisdiction within the Authority in which the Authority is located.

13.1.4 Rights and Remedies – The duties and obligations imposed by the Contract Documents and the rights and remedies available the under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Authority, (Architect) or Consultant Firm shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an

approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

13.2 Party Representation.

It is understood and agreed that for the purpose of this Section, the Chief Executive Officer of the Jacksonville Port Authority or his designee shall represent the Authority in all matters pertaining to this Article, and shall have the authority to bind the Authority, subject to review and approval by the Authority's Governing Board. It is further understood and agreed that **Consultant's President/Principle Name**, or other representative(s) named in writing by the Consultant to act in its behalf shall represent the Consultant in all matters pertaining to this Article, and shall have the authority to bind the Consultant.

13.3 Legal Rights.

Nothing in this Agreement shall be construed as denying either the Authority or Consultant the right to seek judicial relief or from pursuing any other appropriate legal remedy, subject to the above notice requirement.

ARTICLE 14 - GOVERNING LAW AND NOTICES

14.1 Governing Law.

The rights, obligations and remedies of the parties as specified under the Contract shall be interpreted and governed in all aspects by the laws of the State of Florida. Venue for litigation of the Contract shall be exclusively in courts of competent jurisdiction located in Jacksonville, Duval County, Florida.

14.2 Notices.

Written notices, including legal service of process during the term of this Agreement and for the period of any applicable Statute of Limitation thereafter, shall be deemed to have been duly served, if sent either by certified mail or by facsimile and ordinary mail to the following named individuals as authorized representatives of the Authority and Consultant.

FOR: JACKSONVILLE PORT AUTHORITY
Jose Vazquez Senior Director, Engineering and Construction
Post Office Box 3005
Jacksonville, FL 32206-0005
Telephone: (904)357-3055

FOR: CONSULTANT NAME
Consultant POC
Consultant Address
Consultant City, State, Zip Code
Telephone: Consultant Phone Number

Any change in representative(s) of the Authority and/or Consultant authorized to receive notices or their respective addresses and facsimile numbers shall be made in writing as noted above.

ARTICLE 15 - FORCE MAJEURE

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

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

ARTICLE 16 - FINAL PAYMENT RELEASE

Prior to final payment under this Agreement, or prior to settlement upon termination of this Agreement, and as a condition precedent thereto, the Consultant shall execute and deliver to the Authority a release of all contract claims against the Authority arising under or by virtue of this Agreement, except for those which are in the dispute resolution process, or are being adjudicated in court. The release of contract claims shall be of form and content acceptable to the Authority.

ARTICLE 17 - CONTACT WITH EXTERNAL AGENCIES

17.1 Regulatory Agencies.

The Consultant shall inform the Authority prior to its meeting with outside regulatory agencies concerning the Authority's Project subject to regulation. The Consultant shall inform the Engineering and Construction Department of the information to be discussed, and provide an opportunity for the Authority or the Authority's designee to attend the meeting.

17.2 Commitments.

The Consultant shall not indicate any commitments by, or for the Authority, unless specifically authorized by the Authority.

17.3 Public Information.

The Consultant shall refer any public informational media questions about the Authority's Project to the Public Relations Office of the Authority.

17.4 Sub-tier Notification.

The Consultant is responsible for assuring that its employees, as well as any Subconsultants or Subconsultants, understand and adheres to the requirements of this Article.

ARTICLE 18 - ORDER OF PRECEDENCE

In the event of any conflict between the provisions of this AGREEMENT and those of the Contract Documents, said conflict shall be resolved by giving precedence to the provisions of this Agreement and the Contract Documents in the following order: (1) amendments to this Agreement (2) this Agreement, (3) addenda to JAXPORT's RFQ AE-2108B, (4) JAXPORT's RFQ AE-2108B**,** and (5) Consultants SOQ.

ARTICLE 19 - EXTENT OF AGREEMENT

This Agreement represents the entire agreement between the Authority and the Consultant and supersedes all prior agreements, either oral or written. This Agreement may be amended only by written instrument specifically referring to this Agreement, and executed with the same formality as this Agreement.

ARTICLE 20 - PROVISIONS BINDING

Except as otherwise expressly provided, all provisions of this Agreement shall be binding upon, and shall insure to the benefit of the parties, their legal representatives, successors and assigns. The parties agree that they have had meaningful discussions and/or negotiation of the provisions, terms and conditions contained in this Agreement. Therefore, doubtful or ambiguous provisions, if any, contained in this Agreement shall not be construed against the party who physically prepared this Agreement. The rule commonly referred to as "Fortius Contra Proferentum" shall not be applied to this Agreement or any interpretation thereof.

(The remainder of this page is purposely left blank.)

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IN WITNESS WHEREOF, the Authority and the Consultant have executed this Agreement as of the dates indicated below.

JACKSONVILLE PORT AUTHORITY	**CONSULTANT NAME**
By: _____	**By: _____**
Eric B. Green	
Chief Executive Officer	_____
Title	**Title**
_____	_____
Date	**Date**

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EXHIBIT A
TO
DESIGN OF TMT WOOD PELLET RAIL YARD & RTG FACILITY
FOR THE
JACKSONVILLE PORT AUTHORITY
CONTRACT NO. AE-2108B

1. PROFESSIONAL ENGINEERING SERVICES

Job Categories	Resource	Rate
See Consultant Name proposal dated Proposal Date "Hourly Rates and Task by Task Fee Summary" Exhibit B.		

2. The rates included in Exhibit B are for all work through completion in the manner and in conformance with the Implementation Plan authorized for this Agreement. These rates are considered to include all costs to the Authority such as direct personnel wages, employee benefits, overhead, profit, and professional fees as they pertain to the Project. No multiplier is to be applied to the specified rates.

3. Compensation for professional services at specified hourly rates include such routine expenses as local transportation within Duval County in connection with the Project; computer-based data processing analysis; reproductions of drawings and specifications for review purposes; postage, local communications and the like.

4. Reimbursable expenses shall mean the actual documented expenses of a non-salary related nature incurred directly or indirectly by principals or employees of Consultant, or its Subconsultants in specific connection with the services authorized to be rendered for the Project. Reimbursable expenses are considered those costs not already covered in Article 2, above, including but not limited to photographic services, significant printing and reproduction services, and items of similar nature.

5. Fees for utility permits shall either be paid directly by the Authority or reimbursed to the Consultant at cost.

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EXHIBIT B
TO
DESIGN OF TMT WOOD PELLET RAIL YARD & RTG FACILITY
FOR THE
JACKSONVILLE PORT AUTHORITY
CONTRACT NO. AE-2108B

CONSULTANT NAME PROPOSAL DATED PROPOSAL DATE

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REQUIRED LIMITS OF INSURANCE

Prior to commencing Work, Contractor shall furnish Owner with Certificates of Insurance (COI), and copies of required Endorsements and Forms, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below.

Additional Insured Endorsement must be submitted with COI document.

Owner shall be included as an additional insured under the Commercial General Liability policy for on-going and completed operations.

Primary & Non-Contributory Endorsement must be submitted with COI document.

Contractors CGL coverage must be Primary and Non-Contributory.

Waiver of Subrogation is required for Workers Compensation, CGL, and Auto Liability.

Waiver of Subrogation Form must be submitted with COI document.

1. WORKERS' COMPENSATION/EMPLOYERS' LIABILITY

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

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

- $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. MARINE GENERAL LIABILITY OR 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 to a Marine General Liability Policy with the following minimum limits:

$1,000,000 Each Occurrence, $1,000,000 General Aggregate

$1,000,000 Products/Completed/On-Going Operations Aggregate

$1,000,000 Personal and Advertising Injury (each occurrence)

$1,000,000 Bodily Injury and Property Damage (each occurrence)

with maximum deductible or self-insured retention not exceeding $100,000.

The Policy shall include Completed Operations and On-Going 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.

Contractor's Marine or General Liability coverage will be primary and non-contributory.

3. UMBRELLA LIABILITY

- $1,000,000 per Occurrence; $2,000,000 Aggregate

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

4. BUSINESS AUTO POLICY

Limit no less than $1,000,000 per accident for bodily injury and property damage. 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 COI document.

Covering any auto (code 1);
If no owned autos, hired (Code 8) and Non-owned autos (Code 9)

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

5. CONTRACTOR LIABILITY

Contractor shall obtain Contractors Liability coverage for property damage to such building(s), structure(s) or addition(s) with applicable sub-limits, or equivalent policy form with the minimum amount of insurance to be 100 percent of the completed value of such building(s), structure(s) or addition(s).

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

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

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.

Sub-Contractor'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.

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

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

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.

How to Submit Your Bid Response in OpenGov

https://opengov.my.site.com/support/s/article/8e675a48-dad3-4759-9bae-6b4cb7970d21

Access the Bid Package

To access the bid package, vendors must log in to **OpenGov Procurement** using the email address associated with the solicitation invitation. Once logged in, vendors may view the solicitation, begin a draft response, and complete all required submission steps.

To access the bid package

1. Click the link provided in the solicitation or bid invitation email.
2. The OpenGov Procurement project page will be displayed.
3. Log in using your OpenGov credentials.
4. Click the name of the solicitation you want to access.
5. The solicitation details page will be displayed.

If you do not see the bid package you are expecting, ensure you are logged in under the correct email address.

Accept or Decline the Invitation to Bid

1. Access the solicitation to display the Overview or Details tab.
2. Select **Draft Response** to indicate your intent to bid.
3. If you do not intend to participate, select **No Bid** to formally decline.

Review Solicitation Information

The solicitation view contains key information at the top of the screen:

- **Title:** Displays the solicitation/project name.

- **Status:** Displays Open or Closed and whether you have started, submitted, or declined the response.
- **Timeframe:** Displays how much time is left before the bid due date/time.
- **Summary:** Displays the current financial total of your bid response (if applicable).
- **Bid Info:** Displays solicitation description, contact person, pre-bid meeting details, and bid instructions.
- **Documents:** Drawings, specifications, and other documents for the bid are published on this tab.
- **Addenda:** All addenda must be acknowledged before submitting your bid.

If addenda are published after you have submitted a bid response, your bid will be set back to **Draft** status and you will need to resubmit your response.

Files may be downloaded individually or in bulk (.zip format).

Submit Your Bid Response

Bid responses are submitted through the **Draft Response** workflow.

Step 1: Bid Form / Pricing

- Enter pricing for all required line items.
- Provide detail at the level required by the solicitation (lump sum, quantities, unit prices).
- The **Summary** box maintains a running total of your entries.
- Click **Save** periodically to ensure your work is saved.

Step 2: Required Documents

- Upload all required supporting documents.
- Any custom fields configured for the solicitation will also appear here.
- All uploaded documents will be displayed in a table for review.

Step 3: Additional Required Information

- Complete all additional questions or qualification statements.

- Acknowledge all addenda issued for the solicitation.

Final Submission

- Review your entire response.
- Click **Submit Response**.
- A confirmation window will appear asking you to verify your submission.
- Once confirmed, your response will be officially submitted.
- You will receive an email confirmation, and the submission date/time will be recorded.

Additional Notes

- After the bid due date/time has passed, the **Submit** button will be disabled. No late submissions will be permitted or accepted.
- If the agency publishes an addendum or modifies required fields, your response will revert to **Draft** status and must be resubmitted.
- Save your work frequently.
- Submit your response at least **60 minutes before the due time** to allow time to resolve any issues.
- Failure to submit all required information or documents will result in the bid being considered **non-responsive**.

Recall Your Bid Response (Only if Necessary)

If you need to make changes after submitting your bid:

- Click **Unsubmit Response**.
- Make necessary corrections.
- Resubmit your bid before the due date/time.

The agency cannot view your bid until you submit it again.

ARTICLE V

JAXPORT PROCUREMENT GOALS SMALL AND EMERGING BUSINESS (SEB) PARTICIPATION POLICY, GOALS, CONDITIONS AND INSTRUCTIONS

5.01 POLICY

It is the official policy of the Jacksonville Port Authority (JAXPORT) to require the inclusion of firms owned and controlled by Small and Emerging Business Enterprises in contract awards and projects whenever feasible.

The Authority has determined that the MANDATORY participation will be 10% SEB (JSEB/DBE/SBA) for this contract. This bid has been designated *only* for the competitions of vendors in any of the categories listed below:

5.02 CALCULATION OF SEB PARTICIPATION

The following percentages will be applied in calculating SEB participation:

a. Contractor or Subcontractor: 100 percent for work actually performed for this project by SEB vendors.

b. Services: 100 percent for services actually performed by SEB provided the fee is determined by JAXPORT to be reasonable and not excessive.

c. Manufacturer: 100 percent of the cost for materials and supplies acquired for this contract and obtained from a SEB manufacturer.

d. Supplier: 100 percent of the cost for materials and supplies acquired for this contract and obtained from a SEB supplier.

5.03 CERTIFICATION

Jacksonville Small and Emerging Business Enterprise (JSEB): JSEB vendors must be COJ certified and included in the Directory prior to the date of the bid opening or have a pending application that is resolved prior to award.

Disadvantaged Business Enterprise (DBE): DBE means a small business concern which is at least 51 percent owned by one or more socially and economically disadvantaged individuals and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals that own the business. Firms desiring to participate as DBEs in this bid must be duly certified by the Florida Department of Transportation (FDOT) or a member of the Florida Unified Certification Program (FUCP) and listed in the FUCP DBE Directory of certified firms. JTA is the local certifying agency for the DBE Program.

Small Business Administration Certified Firms (SBA): Small Business companies as designated by the U.S Small Business Administration and listed in the Central Contractor Registration (CCR) on-line database. Firms must be active with assigned DUNS numbers.

5.03 SEB Agencies

City of Jacksonville
Ed Ball Building
214 North Hogan Street, Suite 800
Jacksonville, Florida 32202
Phone: (904) 255-8840
Fax: (904) 255-8842
http://cojapps.coj.net/jseb/

Jacksonville Transportation Authority
Disadvantaged Business Enterprise Program
100 N. Myrtle Avenue
Jacksonville, Florida 32203
(904) 598-8728
www.jtafla.com

Florida Department of Transportation (FDOT)
Equal Opportunity Office
605 Suwannee Street MS-65
Tallahassee, Florida 32399
(850) 414-4747
http://www.fdot.gov/equalopportunity/

US Small Business Administration
North Florida District Office
7825 Baymeadows Way, Suite 100-B
Jacksonville, Florida 32256
(904)443-1930
http://web.sba.gov/pro-net/search/dsp_dsbs.cfm

5.04 CONTRACT AWARD

The Owner proposes to award the contract to the most responsive and responsible bidder submitting a responsible bid provided the bidder has met the goals for SEB participation, or if failing to meet the goals, the bidder made an acceptable good faith effort to meet the SEB Participation Goals as established in Section 5.10, below. Bidders are advised that the Owner has sole authority to determine if any bidder has made sufficient effort toward meeting SEB goals to qualify for contract award and to make an award in the best interest of JAXPORT. The Owner reserves the right to reject any or all bids submitted.

5.07 ELIGIBILITY

a. To be considered eligible for contract award, the Contractor must include with the bid/proposal an original notarized copy of SEB **Form 1,** showing:

(1) Total percentage of SEB work or procurement that the Prime Contractor intends to award.

(2) The identification of the SEB as being a Subcontractor, service organization, manufacturer, or supplier.

(3) The quoted price of each JSEB/DBE/SBA.

(4) The percentage of the SEB price in comparison to the bid price quoted by the Prime Contractor.

b. Within **48** hours following the Bid Opening, the apparent low conforming bidder shall submit to the Owner, completed and signed:

(1) A SEB **Form 2** (SEB Certified Participant Identification Affidavit).

(2) A SEB **Form 3** (SEB Letter of Intent to Perform) for each firm listed in the Schedule of SEB Participation (SEB Form 1).

(3) Information and commitments presented on the latter forms shall be consistent with SEB Form 1, as submitted with the bid.

c. In the event that the Prime Contractor is unable to obtain bids from SEB Subcontractors that equal or exceed the percentages established in the Participation Goals, he shall include a notarized copy of SEB **Form 4** with supporting written documentary evidence which indicates that the goals could not be met for the following reasons:

(1) None of the SEB bids received was a low conforming bid.

(2) No SEB bids were received. It must be shown that good faith efforts, as stated under Section 5.10 below, were made by the bidder to obtain JSEB/DBE/SBA's and that they did not respond.

(3) The SEB bids that were received and accepted did not total the required percentages stated in the Participation Goals, but totaled, a lesser percentage, or

(4) No bidders were able to obtain SEB participation.

The Authority may, if it deems advisable, request further information, explanation, or justification from any bidder. Failure to provide the required information in the manner indicated may constitute an incomplete, unresponsive and ineligible bid.

5.08 EVIDENCE OF SATISFACTORY GOOD FAITH EFFORT

Bidders that fail to meet the participation goals shall be required to submit in writing additional information to assist the owner in determining if the Contractor made acceptable good faith efforts to meet the goals. Failure to provide such additional information as may be reasonably required by the owner may be considered grounds for rejection of the bid as nonconforming.

5.09 EXCLUSIONARY AGREEMENTS

Agreements between any bidder and a SEB in which the SEB promises not to provide subcontracting quotations to other bidders are prohibited.

5.10 GOOD FAITH CRITERIA

Bidders who fail to meet the stated SEB participation goals set forth in Section "5.13" are required to submit in writing with their bid all efforts that would demonstrate a "Good Faith Effort" in the solicitation of Subcontractors to meet the SEB participation goals on this project. The following categories, without limitation, will be utilized in considering Good Faith Efforts:

a. Whether the Contractor attended any pre-solicitation or pre-bid meetings that were scheduled to inform the JSEB/DBE/SBA's of contracting and subcontracting opportunities;

b. Whether the Contractor advertised in **at least two** general circulation trade association, and small business focused media concerning the subcontracting opportunities;

c. Whether the Contractor followed up initial of interest by contacting JSEB/DBE/SBA's to determine with certainty whether the JSEB/DBE/SBA's were interested in participating in the project **(via certified mail, hand delivery, or confirmed facsimile)**;

d. Whether the Contractor selected portions of the work to be performed by JSEB/DBE/SBA's in order to increase the likelihood of meeting the SEB goals (including where appropriate, breaking down contracts into economically feasible units to facilitate SEB participation) **and provide a copy of those portions selected;**

e. Whether the Contractor provided interested JSEB/DBE/SBA's with adequate information about the plans, specifications, and requirements of the contract (**Each Contractor must post plans and specifications on their website and make those plans and specifications readily available at their business location);**

f. Whether the Contractor negotiated in good faith with interested JSEB/DBE/SBA's not rejecting JSEB/ SEB/SBA's as unqualified without sound reasons based on a thorough investigation of their capabilities **(Each Contractor must provide a list of all rejected JSEB/DBE/SBA's along with specific reasons for rejection);**

g. Whether the Contractor made efforts to assist interested JSEB/DBE/SBA's in obtaining bonding, lines of credit or insurance required by the Contractor **(All efforts must be submitted in writing);**

h. Whether Contractor sought or used the services of available JSEB/DBE/SBA's community organizations and other organizations that provide assistance in the recruitment and placement of JSEB/DBE/SBA's (including whether a **Contractor contacted in writing at least three contacts made with organizations that provided assistance with recruitment and placement of SEB Firms);** and

i. **NOTE:** Good Faith Efforts must be indicated where appropriate. JAXPORT will investigate and verify information submitted in determining Good Faith Effort including in its sole discretion, seeking a**dditional information that is probative of whether the good faith efforts requirements were met.**

5.11 SEB MONTHLY REPORT (FORM 5)

Contractors participating in the SEB program shall complete and submit a summary of actual SEB participation using SEB Form 5. A completed monthly report (Form 5) will be included with each pay request. Contractors are required to maintain records of the SEB summaries for three (3) years.

5.12 SEB OBLIGATION

Bidders are required to make all efforts reasonably necessary to ensure that SEB have a full and fair opportunity to compete for performance on this project. Contractors shall not discriminate on the basis of race, ethnicity, national origin or gender in the award and performance of the work under this contract.

5.13 PARTICIPATION GOALS

The SEB Participation Goal stated below has been determined by JAXPORT to be reasonable. Submission of a bid by a prospective Contractor shall constitute full acceptance of all goals and conditions outlined in this bid specification.

The attainment of the Participation Goal must be measured as a percentage of the total dollar value of the Contractor's bid.

The Authority has determined that the SEB participation is 10% SEB 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 Section 5.10, above.

5.14 POLICY

It is the official policy of the Jacksonville Port Authority to require the inclusion of firms owned and controlled by JSEB/DBE/SBA's in contract awards and projects whenever feasible. This policy is consistent with the JAXPORT Charter, mandate of the United States Department of Justice, as set out in Title 28 of the Code of Federal Regulations at Part 66 and 70, which requires owners to provide the fullest possible opportunities for contract participation to JSEB/SEB/SBA's.

5.15 POST AWARD REQUIREMENTS

a. After award of the contract, failure on the part of the successful Contractor to employ JSEB/SEB/SBA's at a percentage level equal to or higher than stated on SEB FORM 1, shall constitute a contractual default and may be grounds for termination.

b. Nothing contained herein shall be construed to require a General (Prime) Contractor to award a subcontract bid to a SEB if it is not the lowest conforming bid.

c. Prime Contractors shall be obligated to pay SEB Subcontractors within three days of receipt from the JAXPORT funds, and must confirm payment to JAXPORT. Subcontractors will be notified by the JAXPORT when a payment application from a prime Contractor has been submitted reflecting work performed by a SEB Subcontractor.

5.16 SUBCONTRACT CLAUSE

All bidders and potential Contractors hereby agree to incorporate this SEB participation, policy, goals, conditions and instructions in all agreements that offer further subcontracting opportunities.

If a change order presents further subcontracting opportunity beyond current subcontracting, the prime Contractor should make positive efforts to further include SEB participation.

The SEB Contractor shall perform at least 25% of the total amount of the work to be performed under this Contract with its own workforce. Subletting of any work under this contract shall not relieve the SEB Contractor of its full responsibility for the proper and timely performance and for its selection of Subcontractor(s).

5.17 SUBSTITUTIONS

In the event the successful Contractor wishes to make a substitution of a SEB Subcontractor, the bidder must:

a. Submit satisfactory written proof of "noncompliance" to the JSEB/DBE/SBA. (The term "noncompliance" is defined as facts and circumstances that substantially demonstrate a material breach by the Subcontractor of the contract or oral agreement between it and the successful bidder).

b. Not make any substitutions until all information submitted has been reviewed and approved by the Small & Emerging Business Coordinator.

c. Substitute a certified SEB performing the same work as the Subcontractor being replaced.

d. Not contract for an amount lower than the amount submitted by the Subcontractor being replaced.

5.18 REQUEST FOR SUBSTITUTION

All requests for changes or substitutions of the SEB Subcontractors named in the Schedule of Participation shall be made to the Small & Emerging Business Coordinator in writing, and shall clearly and fully set forth the basis for the request. A Contractor shall not substitute or perform the work designated for a Subcontractor with its own until the Small & Emerging Business Coordinator approves such substitution in writing.

For further information concerning participation on this bid, please contact:

Michael McCoy,
Coordinator, Vendor Management & SEB Programs
2831 Talleyrand Avenue
Jacksonville, Florida 32206
Office Number: (904) 357-3003
Fax Number: (904) 357-3077
Michael.McCoy@JAXPORT.com

ATTACHMENT "I"

JAXPORT
SCHEDULE OF SUB-CONTRACTOR PARTICIPATION

Name of Proposer: _____

Project Title: _____

PROPOSAL Number: _____ TOTAL CONTRACT $: _____

****Please list all JSEB /DBE/SBA's**

NAME SUB FIRM CONTRACT	ADDRESS OF FIRM	TYPE SUB SEB	TYPE OF WORK TO BE PERFORMED	TOTAL VALUE & $$ PERCENTAGE

As Applicable, Please Submit this form with your:

PROPOSAL SHEET (Invitation to Bid – ITB)
PRICE PROPOSAL (Request for Qualification – RFQ)

The undersigned will enter into a formal Agreement with the SEB Suppliers/Sub-Contractor(s) 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: _____

JAXPORT
CERTIFIED SEB PARTICIPANT
IDENTIFICATION AFFIDAVIT

STATE OF _____ COUNTY OF _____

I hereby declare and affirm that I am the _____
(Title: Owner, President, etc.)

And duly authorized representative of _____
(Name of Firm)

Whose address is _____

I hereby declare and affirm that **I am a CERTIFIED SEB** as defined by the contract documents for this Proposal #_____, and that I will provide information to document this fact. This firm is interested in quoting/proposing on the following work being procured by the JAXPORT under this proposal.

Specify whether participation is as a Sub-Contractor, Supplier, Manufacturer or Service

_____

Specify % of Contract SEB firm will receive: _____%

Specify Quote or Proposal Amount: $ _____

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED ON BEHALF OF THE FIRM TO MAKE THIS AFFIDAVIT.

(Date) _____ _____
(Affiant)

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

Personally known _____ _____

OR produced identification _____ Notary Public-State of _____

_____ My commission expires _____
(Type of identification)

_____
(Printed, typed or stamped
Commissioned name of Notary Public)

The Consultant must submit (1) one form completely filled out for each individual SEB participant.

JAXPORT
LETTER OF INTENT TO PERFORM

TO: _____
(Name of General Consultant / Proposer)

JAXPORT PROJECT TITLE: _____ NO.: _____

The undersigned intends to perform work in connection with the above Project as *(Check one):*

_____ An individual _____ A corporation

_____ A partnership _____ A joint-venture

SEB GROUP STATUS:

_____ JSEB _____ SBE

_____ DBE _____ LSBE

I, undersigned, understand that the price below is a representative of my intent to perform the scope of work stated below. I further understand that this price is subject to increase or decrease due to the status of the undersigned is confirmed on the attached SEB Consultant Identification Affidavit.

Specify in detail, work items or parts thereof to be performed:

_____

_____

_____

At the following price; $_____

_____ % of the total dollar value of this subcontract will be awarded to non-SEB Subcontractor.

The undersigned agrees to enter into a contract with you to perform as a Subcontractor on work for which you have been awarded.

_____ _____ _____
(Date) *(Telephone)* *(Name of Certified SEB Sub-Contractor)*

_____ By: _____
(Firm Address) *(Signature)*

_____ Name:_____
(City, State, Zip) *(Typed)*

Title: _____

The Consultant must submit (1) one form completely filled out for each individual SEB participant.

JAXPORT
SEB UNAVAILABILITY CERTIFICATION

I, _____ _____,
(Name) *(Title)*

of _____, certify that on the dates below, I invited the following

CERTIFIED SEB(s) to propose work items to be performed on JAXPORT Proposal.

Date of Request:	**Name of CERTIFIED SEB(s) Firm:**	**Response (Y/N):**
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The following submitted proposals that were not acceptable:

Name of CERTIFIED SEB(s):	**Reason for Unacceptability:**
_____	_____
_____	_____
_____	_____
_____	_____

Date: _____ By: _____
(Signature)

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

Personally known _____ _____

or produced identification _____ Notary Public-State of _____

_____ My commission expires _____
(Type of identification)

_____
(Printed, typed or stamped commissioned name of Notary Public)

JAXPORT
CONTRACTOR'S "MONTHLY REPORT"

PRIME CONTRACTOR NAME: _____ PROJECT TITLE: _____

PROFESSIONAL SERVICES NO.: _____ *OR* - PROPOSAL NO: _____

CURRENT CONTRACT TOTAL AMOUNT $_____ CONTRACT NO.: _____

INVOICE INFORMATION

INVOICE NO.: _____ CURRENT INVOICE **$**: _____

FOR PERIOD ENDING DATE: _____ CUMULATIVE INVOICED **$**: _____

CONTRACT **%** COMPLETE:

CONTRACT GOAL TRACKING

SEB GOAL $: _____ **SEB GOAL %:** _____

PRIOR MONTH
CUMULATIVE **JSEB/DBE/SBA'S**: _____

PRIOR MONTH
CUMULATIVE **NON-JSEB/DBE/SBA'S**: _____

FORMULA FOR CURRENT MONTH %:
CUMULATIVE $ / CUMULATIVE $ INVOICED

CUMULATIVE JSEB/DBE/SBA**'S**: _____ CUMULATIVE **JSEB//DBE/SBA%**: _____

CUMULATIVE NON-**JSEB/DBE/SBA'S**: CUMULATIVE **NON-JSEB/DBE/SBA%**:

SEB SUB-CONTRACT(S) TO BE PAID FROM THIS INVOICE

COMPANY NAME	FEDERAL I.D. NO.	ZIP CODE	JSEB/DBE/SBA TYPE [1]	TYPE OF WORK [2]	$ THIS PAYMENT
				TOTAL:	

[2] **TYPE OF WORK**: Examples: Catering, Clerical, Consulting, Engineering, Hauling, Janitorial, Masonry, Site Clearing, Technical Support

Notes:
1. THIS MONTHLY FORM MUST BE COMPLETED AND SUBMITTED WITH ALL REQUESTS FOR PAYMENT AND FINAL PAYMENT.
2. Consultant shall attach to this form a typewritten explanation of any differences in SEB participation from original contract commitment.

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

Signature_____

Name (printed): _____

Request for Additional Contractor

Pursuant to Jacksonville Procurement Code Section 126.619, the contractor cannot make changes to the Schedule of Participation or substitute subcontractors named in the Schedule of Participation without the prior written approval of the Director upon recommendation of the Ombudsman. Unauthorized changes or substitutions shall be a violation of this chapter and may constitute grounds for rejection of the bid proposal or cause termination of the executed contract for breach, the withholding of payment and/or subject the contractor to contract penalties or other sanctions.

<table>
<tr><th colspan="3">SUBCONTRACTOR</th><th colspan="3">PRIME CONTRACTOR</th></tr>
<tr><td colspan="3">NAME OF SUBCONTRACTOR</td><td colspan="3">NAME OF CONTRACTOR</td></tr>
<tr><td colspan="3">CONTACT PERSON</td><td colspan="3">CONTACT PERSON</td></tr>
<tr><td colspan="3">MAILING ADDRESS</td><td colspan="3">MAILING ADDRESS</td></tr>
<tr><td>CITY</td><td>STATE ZIP CODE</td><td></td><td>CITY</td><td>STATE ZIP CODE</td><td></td></tr>
<tr><td>WORK PHONE</td><td>EMAIL ADDRESS</td><td></td><td>WORK PHONE</td><td>EMAIL ADDRESS</td><td></td></tr>
<tr><td colspan="3">SUBCONTRACTOR SCOPE OF WORK</td><td colspan="3">Please attach the following when submitting this form:
1. A narrative of events that transpired
2. Copy of the subcontractor agreement/proposal
3. Copy of the subcontractor contract w/prime.
4. Any other relevant documents or correspondence</td></tr>
<tr><td colspan="3">NAME OF PROJECT</td><td colspan="3">PUBLIC AGENCY RESPONSIBLE FOR PROJECT</td></tr>
<tr><td>AGENCY CONTACT</td><td>DATE</td><td></td><td>CONTRACT NUMBER</td><td></td><td></td></tr>
</table>

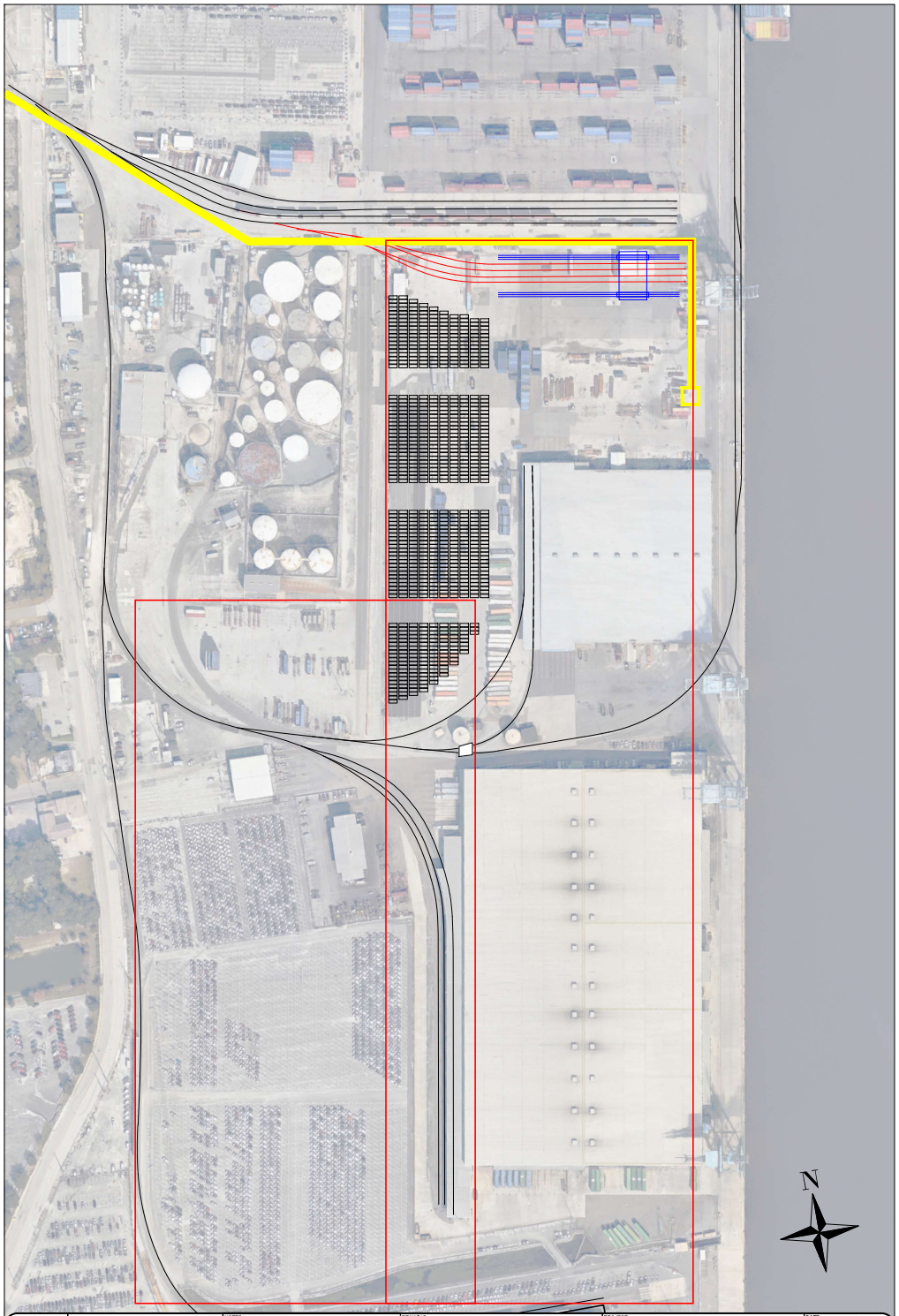
Signature_____Date_____

Request for Substitution

Pursuant to Jacksonville Procurement Code Section 126.619, the contractor cannot make changes to the Schedule of Participation or substitute subcontractors named in the Schedule of Participation without the prior written approval of the director upon recommendation of the Ombudsman. Unauthorized changes or substitutions shall be a violation of this chapter and may constitute grounds for rejection of the bid proposal or cause termination of the executed contract for breach, the withholding of payment and/or subject the subcontractor to contract penalties or other sanctions.

SUBCONTRACTOR		**PRIME CONTRACTOR**	
NAME OF SUBCONTRACTOR		NAME OF CONTRACTOR	
CONTACT PERSON		CONTACT PERSON	
MAILING ADDRESS		MAILING ADDRESS	
CITY	STATE ZIP CODE	CITY	STATE ZIP CODE
WORK PHONE	EMAIL ADDRESS	WORK PHONE	EMAIL ADDRESS
SUBCONTRACTOR SCOPE OF WORK		**Please attach the following when submitting this form:** 1. A narrative of events that transpired 2. Copy of the subcontractor agreement/proposal 3. Copy of the subcontractor contract w/prime. 4. Any other relevant documents or correspondence	
NAME OF PROJECT		PUBLIC AGENCY RESPONSIBLE FOR PROJECT	
AGENCY CONTACT	DATE	CONTRACT NUMBER	

Signature_____Date_____



SHEET NO.: G-101	ENSTRUCTURE	NOTES:	DRAWING: CONCEPT PLAN	PROJECT: ENSTRUCTURE JACKSONVILLE 8693 MARITIME ST JACKSONVILLE, FL 32226	DATE: 8/20/26 DRAWN BY: MPJ PROJECT #: XXXXX

Exhibit A

Exhibit A



DATE: 8/20/26
DRAWN BY: MPJ
PROJECT #: XXXXX

ENSTRUCTURE
JACKSONVILLE
8693 MARITIME ST
JACKSONVILLE, FL 32226

PROJECT:

DRAINAGE PLAN

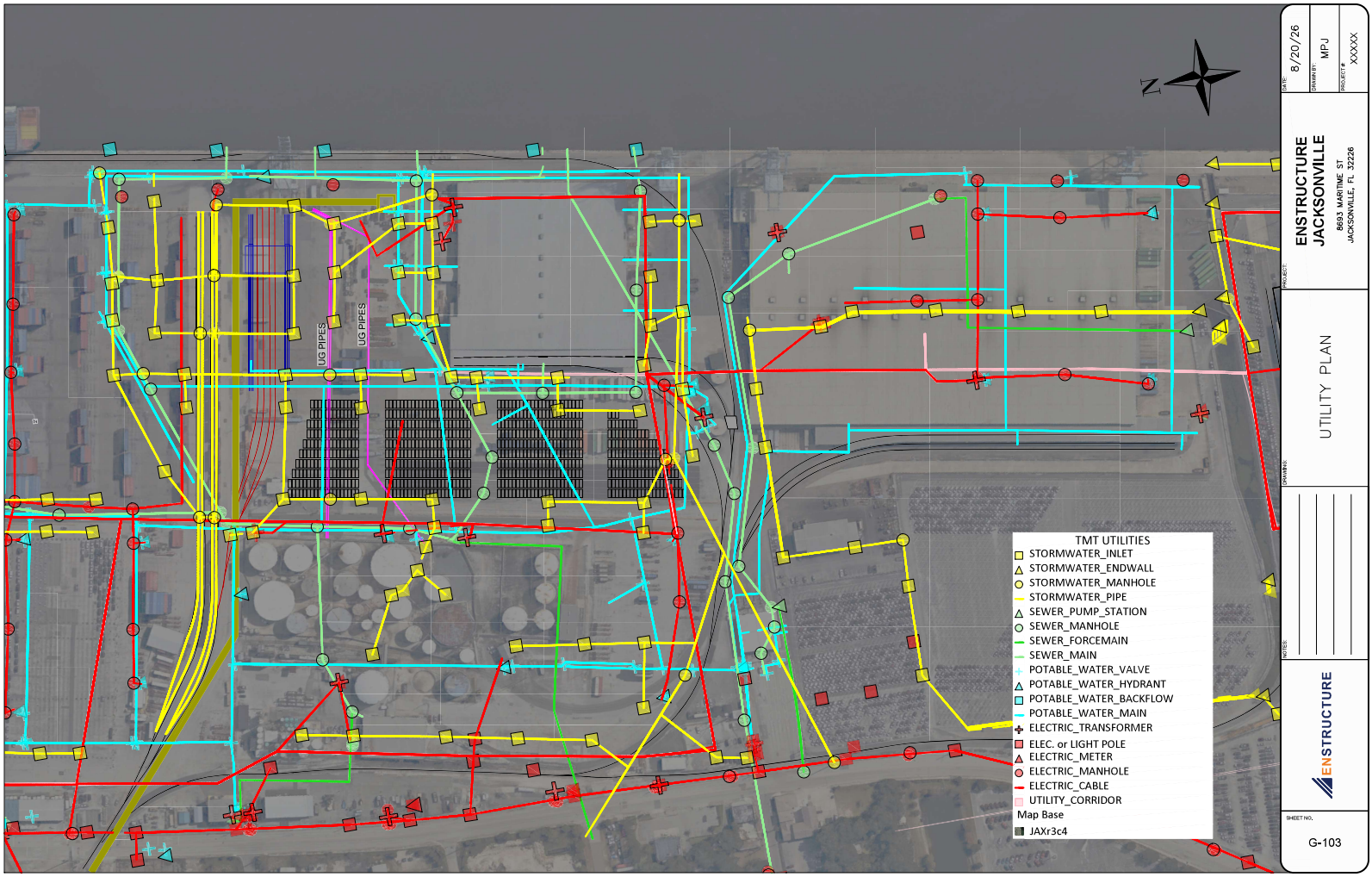
DRAWING:

NOTES:

ENSTRUCTURE

SHEET NO.
G-102

Exhibit A



DATE: 8/20/26
DRAWN BY: MPJ
PROJECT #: XXXXX

ENSTRUCTURE
JACKSONVILLE
8693 MARITIME ST
JACKSONVILLE, FL 32226

PROJECT:

UTILITY PLAN

DRAWING:

NOTES:

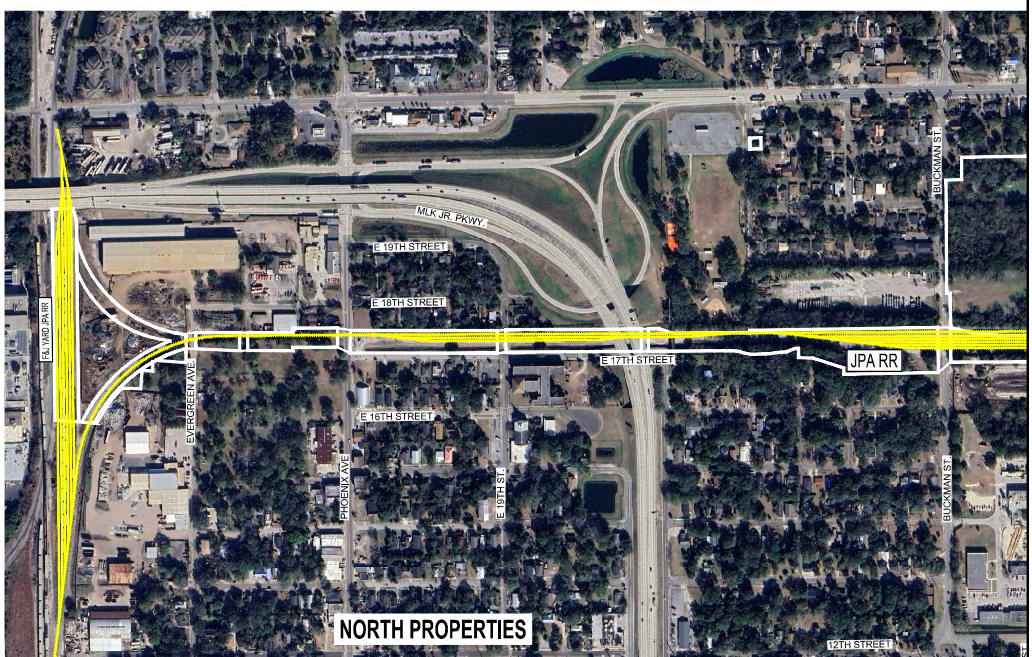
ENSTRUCTURE

SHEET NO.
G-103

Exhibit B







JAXPORT JACKSONVILLE PORT AUTHORITY	NORTH	TALLEYRAND MARINE TERMINAL RAIL TRACKS 2026	JAXPORT ENGINEERING & CONSTRUCTION DEPARTMENT	DATE 4/16/2026
			2831 TALLEYRAND AVENUE JACKSONVILLE, FL 32206	SCALE N.T.S.

H:\Mar_eng\DRAWINGS\CADD - JAX Border - Base Drawing\2026 JAXPORT BORDER\TERMINAL RAILS_2026-4-16.dwg, 4/17/2026 4:07:21 PM, DWG To PDF.pc3

Exhibit C-1

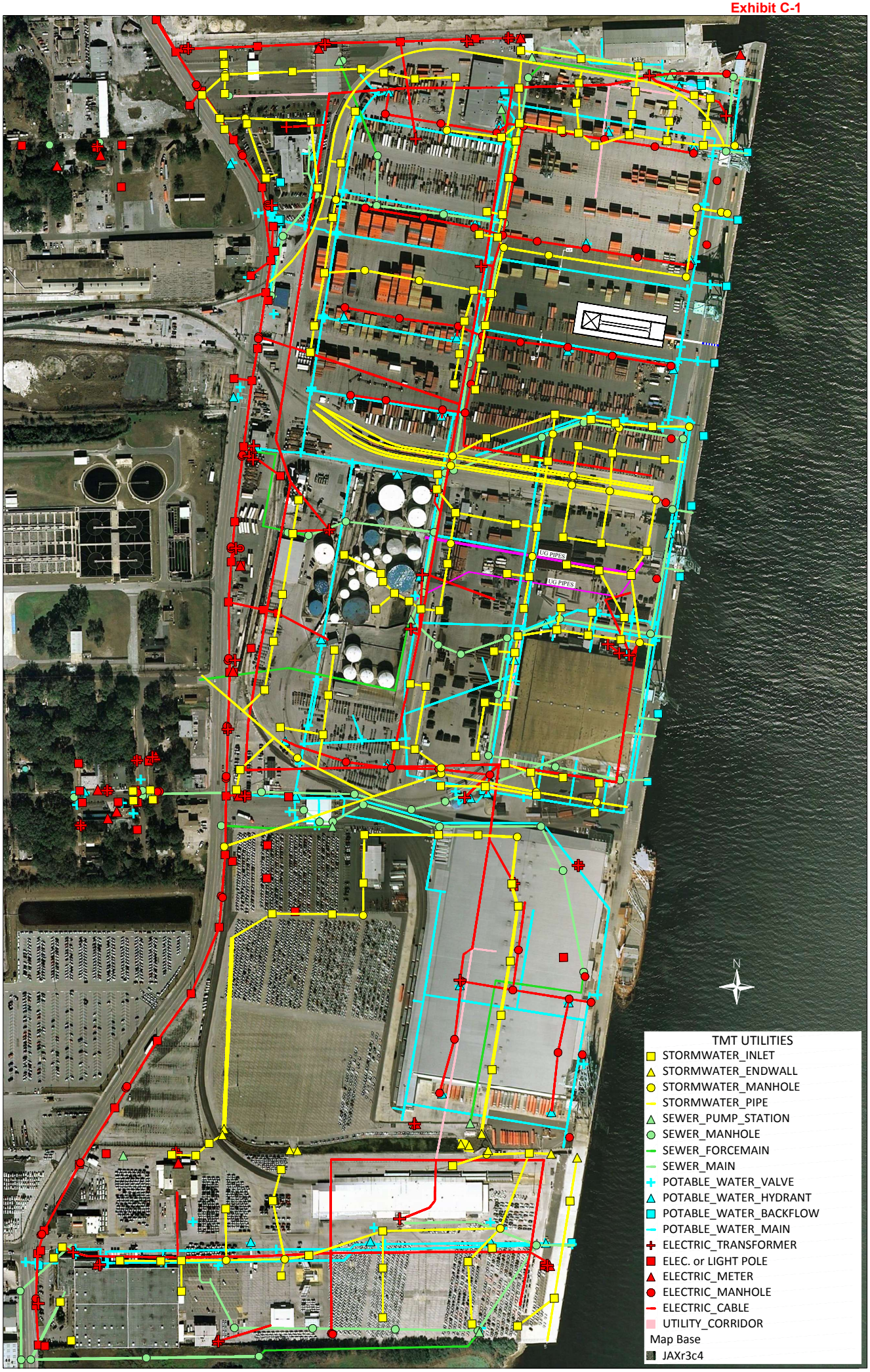
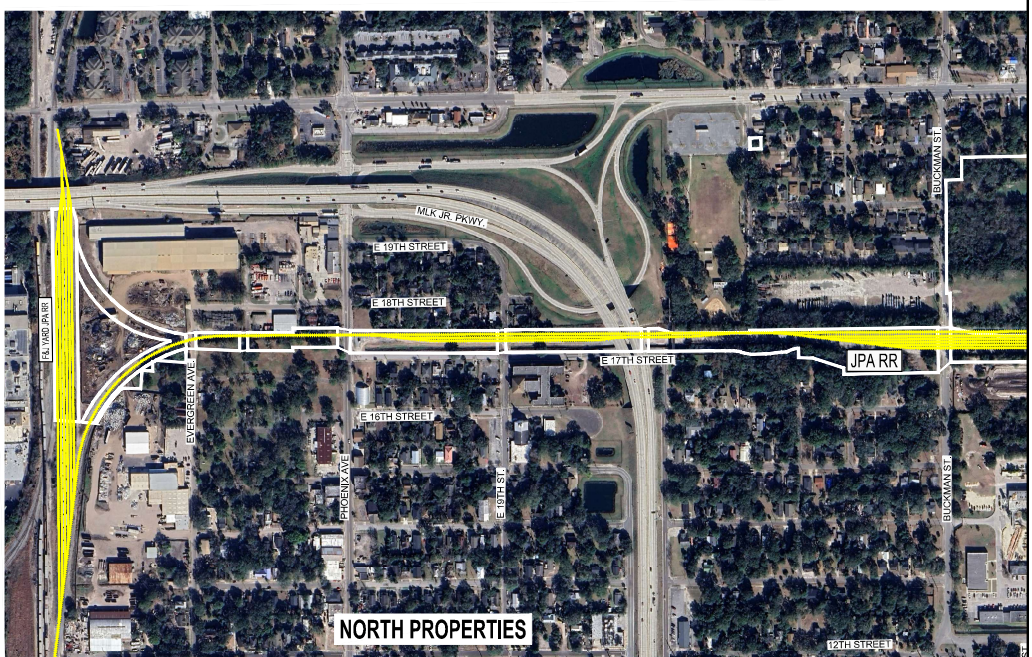

UG PIPES
UG PIPES
N
TMT UTILITIES
STORMWATER_INLET
STORMWATER_ENDWALL
STORMWATER_MANHOLE
STORMWATER_PIPE
SEWER_PUMP_STATION
SEWER_MANHOLE
SEWER_FORCEMAIN
SEWER_MAIN
POTABLE_WATER_VALVE
POTABLE_WATER_HYDRANT
POTABLE_WATER_BACKFLOW
POTABLE_WATER_MAIN
ELECTRIC_TRANSFORMER
ELEC. or LIGHT POLE
ELECTRIC_METER
ELECTRIC_MANHOLE
ELECTRIC_CABLE
UTILITY_CORRIDOR
Map Base
JAXr3c4

Exhibit C-2







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JAXPORT JACKSONVILLE PORT AUTHORITY	NORTH	TALLEYRAND MARINE TERMINAL RAIL TRACKS 2026	JAXPORT ENGINEERING & CONSTRUCTION DEPARTMENT 2831 TALLEYRAND AVENUE JACKSONVILLE, FL 32206	DATE 4/16/2026 SCALE N.T.S.