



Post Office Box 3005
2831 Talleyrand Avenue
Jacksonville, Florida 32206-0005
www.jaxport.com

February 11, 2025

ADDENDUM NO. 01
TO
SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR
CIVIL AND STRUCTURAL ENGINEERING CONSULTING AND DESIGN SERVICES
JPA CONTRACT NO. AE-178C

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

PHYSICAL CHANGES TO CONTRACT SPECIFICATIONS

Item No. 1

Reference to Specifications, **Section 3, Scope of Services**, **DELETE** in its entirety and **REPLACE** with **REVISED "Section 3, Scope of Services"**. (See Attachment No. 3)

ATTACHMENTS TO CONTRACT SPECIFICATIONS

Attachment No. 1

Pre-Submission Conference Meeting Minutes held on Tuesday, January 28, 2025 at 10:00 AM

Attachment No. 2

Response to Question(s) submitted by Email and in Trimble Unity Construct (e-Builder).

Acknowledgment of the following addenda is hereby made:

Addendum #1, Dated: _____ Initials _____

Company _____

NOTE: THIS ADDENDUM SHALL BE ACKNOWLEDGED ON THE PRICE PROPOSAL FORM, FAILURE TO ACKNOWLEDGE ADDENDUM WILL BE GROUNDS FOR REJECTION OF PROPOSAL.

PLEASE VISIT [HTTP://WWW.JAXPORT.COM/PROCUREMENT/ACTIVE-SOLICITATIONS](http://www.jaxport.com/procurement/active-solicitations) OR CALL THE PROCUREMENT DEPARTMENT AT (904) 357-3455, PRIOR TO THE PRICE PROPOSAL OPENING TO DETERMINE IF ANY ADDENDA HAVE BEEN RELEASED ON THIS CONTRACT.

PRE-SUBMISSION MEETING
REQUEST FOR QUALIFICATIONS

RFQ_AE-178B MARINE ENGINEERING CONSULTING AND DESIGN SERVICES

~ and ~

RFQ_AE-178C CIVIL AND STRUCTURAL ENGINEERING CONSULTING AND DESIGN SERVICES

Date: TUESDAY, JANUARY 28, 2025

Time: 10:00 AM

Good morning! It is now **10:00 AM** on **TUESDAY, JANUARY 28, 2025** and this is the Pre-Submission Meeting for **JPA REQUEST FOR QUALIFICATIONS** of **AE-178B MARINE ENGINEERING CONSULTING AND DESIGN SERVICES** and **AE-178C CIVIL AND STRUCTURAL ENGINEERING CONSULTING AND DESIGN SERVICES**.

This meeting is being held via **ZOOM Meeting** teleconference which allows interested persons to view and participate remotely.

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

Instructions for all participants/members of the public –

To avoid any microphones transmitting sounds that causes feedback, echoes or sounds what will otherwise cause a disruption to this meeting, participants (regardless of how they are accessing this meeting) are asked to keep their microphones on “mute” at all times when *not* speaking. PLEASE TAKE A MOMENT AND “MUTE” YOUR MICs FOR THIS MEETING.

- i. Any individual who wishes to speak, should “*unmute*” their microphones and wait to be recognized by the host before speaking.
- ii. When called upon, please announce your name and the company you are representing.
- iii. Each person speaking should do so clearly and slowly to ensure they are heard and understood for recording purposes and by other participants and attendees.

I will begin the meeting by introducing JAXPORT Staff Members in attendance.

And as I am doing so, I ask that all outside companies please type their full name and the company they were representing in the “Chat Box” and I will read the names for the record.

JAXPORT STAFF IN ATTENDANCE:

☒ Name: Retta Rogers	Title: Director, Procurement Services
☒ Name: Jerrie Gunder	Title: Sr. Contract Specialist
☒ Name: Sandra Platt	Title: Manager, Procurement Services
☒ Name: Terri Lemon-Scott	Title: Contract Specialist
☒ Name: Chris Good	Title: Director, Procurement Services
☒ Name: Jose Vazquez	Title: Director, Project Management
☒ Name: Tripper Jones	Title: Sr. Director, Engineering & Construction

IDENTIFY MEMBERS OF PUBLIC ATTENDEES

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

COMPANIES' ATTENDANCE RECORD OF PRE-SUBMISSION MEETING <i>(listed in alphabetical order by Company's Name)</i>	
REPRESENTING AGENT	COMPANY'S NAME
1. Endrea Frazier	AECOM
2. Javier Sepulveda	AECOM
3. Amy Fu	Alpha Envirotech Consulting, Inc.
4. Joe Kralis	Baker Design Build
5. Lukman Osi	Colliers Engineering & Design
6. Richard Maloney	Colliers Engineering and Design
7. Brandi Smith	Cornerstone Engineering
8. Bill Price	CSI Geo
9. Jill Renzi	CSI Geo, Inc.
10. Karle Maye	CSI Geo, Inc.
11. Liam Capstick	CSI Geo, Inc.
12. Aisha Eccleston	Eccleston International
13. Wendy Rocha	Foth Infrastructure & Environment, LLC
14. Krista Egan	Foth/Olsen
15. John A. Iya P.E.	Gyetec, Inc.
16. Eric Widholm	Hanson Professional Services
17. Shaina Biggerman	HDR
18. Craig McGillawee	Inwater Engineering, Inc.
19. Lee Hellstrom	Jacobs
20. Sandy Etienne	Jacobs Engineering
21. Stephen Owen	Marine Solutions
22. Rodney Mank	Meskel & Associates Engineering
23. Lorene Heninger	RINA North America
24. Venessa Vitale	RS&H
25. Justin Cole	RS&H, Inc.
26. Jonathan Armbruster	Taylor Engineering
27. Jake Sydnor	Taylor Engineering Inc.
28. Jennifer Calabro	Taylor Engineering, Inc.
29. Mauricio Posada	TetraTech
30. Trisha Aquino	WSB

Key Dates:

- Any questions after the meeting must be e-mailed with the **SUBJECT: AE-178B Marine Engineering or AE-178C Civil and Structural Engineering**, only to Jerrie Gunder jerrie.gunder@jaxport.com. Please do not send questions to anyone else. The deadline to submit questions is: **Wednesday, February 19, 2025 at 4:00 PM (ET)**.
- Statement of Qualifications (SOQs) are due on **Wednesday, February 26, 2025, at 2:00 PM (EST)**. SOQs and all required supplemental material listed in **Section 4.01 Instructions and 4.02 Required Forms and Documentation**, must be submitted in **PDF Format** through E-Builder only. **The PDF file name should read "AE-178B" or "AE-178C". JAXPORT is *not* accepting any SOQ packages submitted by mail, hand delivery, fax or email. Please visit JAXPORT's website at www.jaxport.com for more information and updates**
- The Request for Qualifications document can be obtained from our website: <https://www.jaxport.com/procurement/active-solicitations/>.
- **Items to review:**
 - ✓ **Purpose (1.02)**
 - ✓ **Submission Process (1.03)**
 - ✓ **Requirements for Statement of Qualifications (1.04)**
 - ✓ **Schedule of Events (1.05)**
 - ✓ **Questions – Changes While Proposing (2.02)**
 - ✓ **Addenda (2.03)** (It is mandatory that the bidder acknowledge all addenda, the system will not allow you to submit your proposal until the addenda is acknowledged).
 - ✓ **Ex-Parte Communications Prohibited (2.26)**
 - ✓ **Term of Agreement (3.10)**
 - ✓ **Minimum Requirements and Required Documentations (4.02)**
 - ✓ **Evaluation Criteria (5.01)**

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.

SEB Requirements: *SEB Participation Goal (2.18) 10%*

Scope of Services AE-178B: James Tripper Jones, Sr. Director, Engineering & Construction

Scope of Services AE-178C: James Tripper Jones, Sr. Director, Engineering & Construction

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

Acknowledge Attendees: Sandra Platt, Manager, Procurement Services

Thank you for your interest in doing business with the Jacksonville Port Authority.

This meeting is adjourned.

Meeting adjourned at **10:35 AM**

Prepared By: **Retta Rogers, Director, Procurement Services**



Post Office Box 3005
2831 Talleyrand Avenue
Jacksonville, Florida 32206-0005

CIVIL AND STRUCTURAL ENGINEERING CONSULTING AND DESIGN SERVICES

JPA CONTRACT NO.: RFQ_AE-178C

**RESPONSE TO QUESTIONS
ADDENDUM NO. 01**

1. What is the name of the incumbent vendor currently providing these services?

ANSWER: Jacobs Engineering Group, Inc. and RS&H, Inc.

SECTION 3
SCOPE OF SERVICES (REVISED)

3.0 GENERAL

The Jacksonville Port Authority (“JAXPORT”) is seeking **Professional CIVIL AND STRUCTURAL ENGINEERING CONSULTING AND DESIGN SERVICES** to augment and assist its Engineering and Construction Department staff in performing a wide range of architectural and engineering services in support of JAXPORT’s Capital Work Program. JAXPORT will use an external Consultant Firm to augment and support JAXPORT’s engineering and construction staff, on an as needed basis. Examples of the work to be performed, while not all inclusive, include professional architecture, surveying, Civil and Structural Engineering design services and other related services as described herein required to support the Senior Director of Engineering and Construction and other JAXPORT staff in the planning, design, construction, rehabilitation, and renovation activities pertaining to the following marine terminal facilities or structures: **buildings, roads, bridges, paving, (including container grade pavement surfaces), asphalt, rail drainage, sewer, environmental, geotechnical, planning, surveying services and other similar activities for facilities or structures located at JAXPORT’s marine terminals.**

Consultant Firm shall provide these services to assist in performance of JAXPORT’s mission. Consultant Firm shall provide all professional, technical, clerical, subconsultants, and subcontracting necessary to perform the tasks assigned. Consultant Firm shall provide qualified technical and professional personnel to perform the duties and responsibilities assigned under the terms of this Agreement, in a professional, timely, and expeditious manner.

Consultant Firm shall also provide particular expertise on an “as needed” basis to augment and assist the technical experience of JAXPORT’s Engineering and Construction staff. There is no guarantee that any or all of the services described in this RFQ will be ordered during the term of the Agreement. Further, Consultant Firm shall provide these services on a non-exclusive basis. JAXPORT, at its option, may elect the Consultant Firm under contract on a project-by-project basis or have any of the services set forth herein performed by other Consultant Firms or by JAXPORT staff. In addition, JAXPORT may elect to expand, reduce, or delete the extent of each work element described in this Scope of Services document.

Work task assignments typically take the form of long-term ongoing assignments, major project assignments; project review tasks; long-term specified task; and short-term specified tasks. Work will be assigned subject to approval by the Senior Director, Engineering and Construction.

JAXPORT reserves the right, in its sole discretion, to delete or terminate projects based upon availability of funds or other budget sources, permitting or project issues.

Irrespective of whether the Consultant Firm uses direct services or a subconsultant it is understood that JAXPORT has a direct contract solely with the Consultant Firm and not with any Subconsultants. Subconsultants shall be notified of this by inclusion of appropriate language set forth in their contract with the Consulting Firm. Unless specifically agreed to by all parties will report directly to the Consultant Firm.

It is the stated intent of this RFQ to solicit SOQ's from Consultant Firms who can provide at least 50% of the services needed (measured in contract fee dollars) using their own in-house staff.

The exact scope of work under this contract will be determined during the life of the contract on a case-by-case as needed basis. Individual tasks will be identified and payment schedules will be negotiated at that time. Award of a contract pursuant to this RFQ does not guarantee any particular volume, level, or amount of work, nor shall any respondent who is awarded a contract pursuant to this RFQ have an exclusive or sole right to perform the work described in this RFQ.

The following is a non-exclusive description of the scope of services that Consultant may expect to perform. It is recognized that major tasks will require a more detailed description of specific work to be performed for that task or project

3.01 CIVIL AND STRUCTURAL ENGINEERING - SCOPE OF SERVICES

Provide professional Civil and Structural Engineering services for construction, rehabilitation, and renovation activities pertaining to the following marine terminal facilities or structures: buildings, roads, bridges, paving, (including container grade pavement surfaces), asphalt, rail, drainage, sewer, and other similar facilities or structures located at JPA's marine terminals. Professional Civil and Structural Engineering services shall include environmental, geotechnical, planning, surveying and other related Civil and Structural Engineering services required to support the Senior Director of Engineering and Construction and his staff.

The Capital Projects List attached hereto as Attachment "I" to this RFQ is provided for reference purposes only and should not be considered an all-inclusive list of projects to be awarded under the Agreement. JAXPORT may award other projects that are substantially similar in nature to the construction, rehabilitation, and renovation activities pertaining to marine terminal facilities or structures located at JAXPORT's marine terminals.

3.02 DESIGN ENGINEERING – SCOPE OF SERVICES

- 3.02.1 Provide engineering design activities and coordination required to undertake and develop design plans, specifications, and a complete set of bid documents for each project, in order to advertise for competitive bids. Assist with development of scope of work and preparation of data collection and due diligence. The design will normally culminate with the award of a construction contract based on competitive bids. The Consultant shall be the “Engineer of Record” for the design and shall be responsible for full and continuous support to the construction effort to explain, revise clarify or otherwise ensure the construction of their design through ultimate completion and acceptance of project by the JPA.
- 3.02.2 Ensure that all construction plans are prepared in accordance with the latest standards adopted by the JPA, state and local building codes and, where applicable, the City of Jacksonville and JEA. Coordinate with local service Consultants and stakeholders (utilities, rail, roads, municipal and state).
- 3.02.3 Provide oversight and management of work provided by subconsultants. Ensure that all construction plans are accurate, legible, complete in design, constructible, drawn to the appropriate scale, and furnished in reproducible form acceptable to the JPA.
- 3.02.4 Prepare cost estimates at the 30% and 60% levels of design, as required by JPA.
- 3.02.5 As part of the above review (at 90%), prepare comments on constructability and value engineering opportunities.
- 3.02.6 Provide an independent cost estimate of 100% plans. This will serve as the JPA’s Engineers Cost Estimate (Government Estimate).
- 3.02.7 Provide constructability/bid ability reviews of 100% plans and specifications.
- 3.02.8 Upon satisfactory completion of plans, specifications, cost estimates and contract documents, advise that the contract documents and cost estimate are complete and the project is ready for construction bid advertisement.
- 3.02.9 Perform geo-technical advisory support services; as necessary on a cost reimbursable basis.
- 3.02.10 Provide geotechnical explorations, soils testing, evaluation, reports and recommendations for proposed projects
- 3.02.11 Perform surveying or surveying support services; as necessary on a cost reimbursable basis.
- 3.02.12 Provide as needed traffic studies and appropriate analysis to determine capacity, level of service, travel times, delays, turning movements, signalization, and forecast of traffic as needed on a cost reimbursable basis.

- 3.02.13 Assist in the acquisition of rights-of-way. This may involve surveying, preparing R/W plans, maps, and/or legal descriptions on a cost reimbursable basis.
- 3.02.14 Prepare appropriate planning documents, models, designs, simulations and studies including:
- a) Analysis of traffic flows (on to terminal, last mile and regional)
 - b) Analysis of terminal and yard size requirements and terminal layouts
 - c) Analysis of gates complexes, terminals and their layouts for public safety, CBP, USCG, IT, etc. for integration requirements and design requirements.
 - d) Analysis of building layouts for public safety, CBP, USCG, public safety, CBP, USCG, etc. for IT integration requirements.
 - e) Intermodal container transfer facilities layouts (ICTF's) and rail links
 - f) Analyze and determine of potential terminal densification opportunities and layouts for future utilization of RTGs, eRTGs, RMGs, ICTF yard cranes.
 - g) Analysis future roadways, rails bridges, utilities requirements and layouts
 - h) Port Automation
 - i) Storm water master planning, modeling and alternative methods to meet regulatory requirements
 - j) Update and maintain As-Built Drawings of various terminal infrastructure and utilities
 - k) Analyze and update Terminal Infrastructure Master Plans for:
 - i. Auto and RO/RO
 - ii. Containers
 - iii. Cruise
 - iv. Bulk (Dry, Break, and Liquid)
 - v. Mixed Use (General or Heavy Cargo)
 - vi. LNG Facilities and Bunkering
 - l) Refrigerated container (reefer) rows
 - m) Security initiatives, coordination and implementation
 - n) GIS interface and document management system
 - o) Terminal operating system (TOS) evaluation, integration and implementation.

3.03 FINANCIAL AND ACCOUNTING SUPPORT SERVICES

- 3.03.1 Work with program participants to validate program requirements and budgets.
- 3.03.2 Maintain up-to-date project accounts clearly showing expenditures to date, and remaining balances.
- 3.03.3 Update project accounts not less than once per month.
- 3.03.4 Reconcile and close out project accounts with JAXPORT Engineering Department each year in September at fiscal year-end.

- 3.03.5 Update, maintain and produce analyses, on an as-needed basis, related to future financial operating projections, bonding, grant submissions or other special needs of the Finance Department.

3.04 SCHEDULE SUPPORT SERVICES

- 3.04.1 Establish and maintain level one program baseline schedule using schedule E-Builder software specified by JAXPORT.
- 3.04.2 Prepare cash flow projections for capital projects and programs.
- 3.04.3 Through the Project Managers (PM), track and report progress of Consultants' work.
- 3.04.4 Monitor schedule compliance and report any variances to the appropriate PM and Senior Director and/or Director.
- 3.04.5 Obtain published schedules from USACE, JAXPORT, JTA, COJ, JEA, CSX, SJRWMD, NPS, TNC, USN, FDEP and FDOT to ensure coordination of design and construction with adjacent projects.
- 3.04.6 Develop milestone schedules of overall time and relationships authorized for the performance of services and coordinate between various entities that are to be involved in a project.

3.05 GENERAL ADMINISTRATIVE SERVICES

- 3.05.1 Utilize E-Builder software by purchasing necessary number of user licenses during the performance of this contract to; develop, implement, and maintain a document control and filing system which shall govern the distribution and file copies of all program-related correspondence, reports, plans, technical data, etc... of the Consultant. Program/project files shall be transferred to JAXPORT upon completion of the work or as otherwise directed by JAXPORT. No records will be sent to any other agency, person or firm without the specific written approval of the Senior Director of Engineering and Construction.
- 3.05.2 Assist JAXPORT's Staff with preparation of following documents: Annual Capital Budgets, Strategic Master Plans, Dredge Material Management Plans and 5 and 10-Year Capital Improvement Plans. Prepare project lists, summaries, exhibits and justifications for identifying Capital Improvement Projects; prepare board agenda items, reports and project justifications. Assist with board

presentations, prepare grant applications, coordinate with and support other departments as required including Finance, Terminal Operations, IT, Public Safety, Planning and Properties and Marketing, etc.

- 3.05.3 Comply with State and Federal (DBE, SBE, MBE, and WBE requirements as well as City's small business (SEB) participation program.
- 3.05.4 Attend program related production meeting with JAXPORT staff.
- 3.05.5 Provide administrative support for Project Managers.

3.06 SYSTEM REVIEW, ANNUAL REPORT AND BONDING SUPPORT

- 3.06.1 As requested, prepare reports, studies on such items as; dredge material management capacity, 5 year and 10 year capital improvement plans, short and long term construction requirements and plans, hurricane or emergency response planning, or other requirements as needed.
- 3.06.2 As requested prepare Financial Feasibility reports.

3.07 BID SUPPORT SERVICES/VALUE ENGINEERING

- 3.07.1 Assist with developing Design-Build, CM/GC and CM at Risk projects and RFPs and Design Criteria packages for same.
- 3.07.2 Assist the Project Manager (PM) or the Engineer-of-Record (EOR) if required, in issuing, distributing and responding to technical questions via an addendum to the bid documents.
- 3.07.3 Attend pre-bid conferences, workshops and industry forums as required.
- 3.07.4 Review bid results for cost and compliance with all terms of the technical bid documents.
- 3.07.5 If requested, submit a written recommendation of the lowest responsive bid for each project for award or other action, which is in JAXPORT's best interest.
- 3.07.6 Assist with any post-bid protest. The Consultant may be required to provide services directly to JAXPORT's General Counsel (typically COJ's OGC).
- 3.07.7 Assign a Certified Value Specialist (CVS), qualified in value engineering of marine projects, to serve as the Value Engineering Team Leader.
- 3.07.8 Establish Value Engineering teams and conduct VE project reviews.

3.08 ENVIRONMENTAL, SURVEYING & RELATED SERVICES

- 3.08.1 Advise JAXPORT on environmental issues, primarily wetlands, permitting and site contamination and remediation.
- 3.08.2 Prepare, assist with and review Environmental Screenings, Environmental Assessments, Environmental Impact Statements, reports, documents and papers for JAXPORT's projects and potential property purchases.
- 3.08.3 Provide or review environmental analysis, evaluation and recommendations for potential remediation of contaminated soils and groundwater; perform or advise on contamination remediation and monitoring; perform or advise on risk assessments.
- 3.08.4 Assist JAXPORT with the Florida Department of Environmental Protection (FDEP) and related agencies with coordination of contamination remediation plans, permits, and reports.
- 3.08.5 Perform wetlands surveys and delineation; participate with applicable agencies in determination and negotiation of jurisdictional lines with applicable agencies (primarily the FDEP, Army Corps of Engineers (ACOE) and Saint Johns River Water Management District (SJRWMD)) and evaluate and advise JAXPORT on minimizing wetlands impact; determine wetlands impact from proposed projects; assist JAXPORT with mitigation of wetlands impact at least practical cost and impact to the natural environment; and perform habitat surveys and evaluation.
- 3.08.6 Assist JAXPORT staff in negotiations with regulatory agencies for jurisdiction, area and impact limits, rule requirements and interpretations, and level of information detail required; assist JAXPORT staff in negotiations with regulatory agencies on evaluation of wetlands, wetland functions, evaluation of habitats, evaluation of quality influences, and mitigation plans.
- 3.08.7 Prepare and submit wetlands mitigation, development and dredge and fill permits for JAXPORT projects; coordinate with permitting agencies on behalf of JAXPORT.
- 3.08.8 Evaluate lands for use as wetlands mitigation; prepare plans for creation of mitigation wetlands; assist JAXPORT with design and creation of wetlands mitigation; perform wetlands vegetation planting and monitoring, submit required reports to permitting agencies, and assist JAXPORT staff with final closure of mitigation areas to satisfy permit requirements.
- 3.08.9 Prepare and maintain required mitigation tables and records for all JAXPORT projects.
- 3.08.10 Identify and evaluate potential historic resource impacts by projects in the planning or preliminary design phases; perform or review archaeological

surveys and cultural assessment reports; and coordinate local, state and federal historic resource agencies.

3.08.11 Provide emergency response for environmental matters on Port facilities and coordinate as necessary, clean-up activities.

3.08.12 Seek grants or other sources of funding for environmental initiatives.

3.09 SUMMARY OF SERVICES REQUIRED

3.09.1 The Consultant shall provide the professional services expertise necessary to fully implement the Scope of Services listed above. Each specific work assignment shall be made only after a mutually acceptable scope of service has been defined, an acceptable fee has been determined, and the Project has been authorized. The projects, cost projection, and schedule are subject to change.

3.09.2 JAXPORT will require Professional Civil and Structural Engineering Consulting and Design Services which will require services rendered in three distinct phases:

3.09.3 **Project Initiation:** In the first phase of each project, the Consultant will be required to respond to a "Request for Consultant Services (RFCS)", where all requirements of the project must be understood and the design objectives, codes or regulatory requirements, customer needs, budget constraints and timing are all considered. Upon complete understanding of the intended project, the Consultant shall prepare and submit to JAXPORT a Project Proposal, including a complete scope of services and fee. This phase will normally culminate with a project funding commitment and an authorization to proceed into the design phase.

3.09.4 **Design Phase:** The design phase includes all activities and coordination required to undertake and develop the design, specifications, and a complete set of bid documents for each assignment, to assure the receipt of competitive bids. The design phase will normally culminate with the award of a construction contract based on competitive bids. The design phase will include support through the Pre-bid Conferences, the bidding process, and up to the Notice to Proceed to the Contractor, and final "as-built" wrap-up into the design documents. The Consultant shall be the "Engineer of Record" for the design and shall be responsible for full and continuous support to the construction effort to explain, revise, clarify or otherwise ensure the construction of their design through ultimate completion and acceptance of the project by JAXPORT.

- 3.09.5 **Services During Construction / Inspection Services:** When required by JAXPORT, the Consultant shall provide Construction Management and Inspection Services for major marine construction projects. The Consultant firm shall provide technical and administrative personnel qualified and capable of meeting the requirements set forth in appropriate numbers at the proper times to ensure that the responsibilities assigned under this section of the scope of services, and as otherwise assigned by JAXPORT.

The Consultant shall review and inspect the work of the construction contractor, review all submittal data and provide assurance to the Jacksonville Port Authority and any funding and regulatory agencies interested in the Project, that the design criteria is being satisfied. The Consultant shall be prepared to provide the services of qualified, fulltime, resident project representation when authorized.

- 3.09.6 The selected Consultant, in addition to possessing the general qualifications required to provide Services During Construction / Inspection Services outlined above, shall also - where applicable provide qualified professional services to:
- A. Coordinate complex development issues associated with the Projects with community leaders, tenants, Florida Department of Transportation, the Florida Inland Navigation District (FIND), the City of Jacksonville Building and Zoning Department, and Federal, State and local environmental regulatory officials to firmly establish a full understanding of the relevant issues involved by all parties.
 - B. Coordinate and develop a detailed Work Plan for the accomplishment of each assignment that adequately addresses all applicable issues. This Work Plan shall be formulated in a manner that it presents a consensus and clearly indicates the resolution of appropriate concerns.
 - C. Develop an asset management database that includes, but is not necessarily limited to, the physical elements and conditions of the components of each marine terminal that would be affected by the assignment under consideration. This includes, where appropriate, detailed investigations and the testing of existing components to assure their integrity and functional utility.
 - D. Provide for the planning and design for rehabilitation and expansion of marine terminal utilities including, but not necessarily limited to electrical power, sanitary, sewer, potable water, and fire suppression

systems. Development of new utilities' systems for undeveloped sites will also be a part of this requirement.

- E. Provide master planning and a development and revitalization program for marine facilities. This expertise shall include facility layout for intensifying development via phased expansion. System modeling for optimum layout will be required.
- F. Develop programs to monitor and manage the types of wastes generated in the maintenance, repair, and servicing of all types of marine equipment. Design of certain storage/containment facilities is included.
- G. Provide competent professionals with comprehensive knowledge of construction contracting, including the ordinances and specific administrative requirements of the City of Jacksonville, the State of Florida, and federal laws and regulations. Specific expertise in construction engineering and inspection is required.
- H. Provide competent professionals with specific successful experience in conflict resolution involving in particular, the resolution of disputes involving construction contractors and the ability to negotiate equitable settlements when, and if, required.
- I. Provide competent professionals with comprehensive knowledge and experience in environmental and permitting activities.
- J. Provide competent professionals with comprehensive knowledge and experience in community outreach and communications activities.

3.10 FORM AND TERM OF AGREEMENT

The form of Agreement is set forth in Attachment "F", with such changes thereto as JAXPORT shall determine during contract negotiations. The term of the Agreement is for the initial base period of three (3) years; provided however, that upon mutual agreement of both parties the contract may be renewed on a year-to-year basis for two (2) additional one (1) year option periods. By submitting a response to this RFQ, Proposer acknowledges that JAXPORT will have the right at any time, and for any reason, to terminate the contract unilaterally upon five (5) days written notice, with or without cause and without liability of any kind to Proposer except as set forth in the next sentence. Payment for services rendered prior to a termination under this Section 3.10 shall be made by JAXPORT, subject to any damages, losses or other amounts owed by Consultant to JAXPORT. The foregoing termination right in this Section 3.10 shall be in addition to any other JAXPORT

termination rights provided in this RFQ or in law or equity, including but not limited to, JAXPORT termination rights set forth in Sections 2.23 and 2.24 of this RFQ.

3.10.1 Compensation and Invoicing

This Section describes the methods of compensation to be made to the Consultant Firm for the services set forth in this RFQ. The services are to be provided over the duration of the work specified in the RFQ for Professional Consultant and Design Services to be provided under this Agreement by the Consultant Firm shall consist of general on-going engineering services and individual specific project assignments.

Compensation for services provided will be based on one of the following methods:

- A. **Cost Plus** – Payment for services provided shall be on the basis of salary related costs consisting of the sum of salary wages, applicable overhead and payroll burden costs, operating margin, direct reimbursable expenses and subcontracting administrative fees (as defined below).
 - i. **Salary Wages** – Salary Wages are defined as the sum of all straight time payments and all overtime payments made for an employee's services on the project. The Consultant Firm will exercise care to limit the overtime charges. Overtime hours will be charged at the same rate as straight time hours unless specifically authorized by JAXPORT key staff or as required by law.
 - 1. **Straight Time** – Straight time costs shall be the hourly rate paid for an employee based on forty (40) hour work week.
 - 2. **Overtime** – Overtime costs shall be the salary costs paid for an employee for work exceeding a forty (40) hour week. Overtime costs shall be paid as either Straight Overtime costs or Premium Overtime costs.
 - 3. **Straight Overtime** – Straight overtime shall be the portion of overtime compensation paid for employees at the straight time hourly rate and shall be burdened with overhead and fringe benefits.
 - 4. **Premium Overtime** – Premium overtime costs shall be the portion of overtime compensation paid in excess of straight time hourly rate and shall not be burdened with overhead and fringe benefits.
 - 5. **Consultant Payment and Overtime to Employees** – Straight Overtime or Premium Overtime shall be authorized in accordance with the Consultant's Overtime policies and practices, effective on the date of execution of this Agreement. Persons eligible for premium overtime shall be paid by the Consultant for work in excess

of a forty (40) hour week at a rate not less than one and one-half the actual basic rate of pay for all hours worked in excess of 40 hours in such work week. All such employees must be approved by JAXPORT to charge a project.

- ii. Principal and Administrative Time – Officer and administrative staff time directly related to the project's productive work for the Authority shall be considered salary wages and shall be compensated as specified in this section. Principal's must be approved by JAXPORT prior to charging time. No time will be allowed for principals in general administration.

- iii. Overhead and Payroll Burden Costs – Overhead and Payroll Burden Costs (Overhead and Fringe Benefits) are computed as a percentage applied to chargeable salaries and wages of the Consultant Firm. Compensation to the Consultant Firm for Overhead shall be at the rate established in Section 9 of the proposal. Adjustments to Overhead and Fringe Benefits rate shall be made upon annual negotiation prior to the start of each year of this contract. Included in overhead are the costs of:
 - 1. The salary costs and other compensation of officers or partners, (other than for principal's subject to the provisions of ii above) except for technical or advisory services directly applicable to the project.
 - 2. The salary costs and other compensation of employees doing general administrative work.
 - 3. Non-productive technical salary costs and other compensation, including maintenance of staff to provide readiness to serve.
 - 4. Rent, light, heat, water; equipment depreciation and maintenance; office supplies, reproduction of data for our internal use; general computer use; general communications expense, including local telephone calls and postage; taxes; general insurance and license fees; automotive expense and other transportation and travel expense not chargeable to specific work tasks, and other miscellaneous costs.

- iv. Operating Margin – An operating margin (profit) will be paid to the Consultant and will be based on the rates established in Section 9 of the proposal times the sum of the salary wages and overhead burden costs.

- v. Direct Reimbursable Expenses – Direct Reimbursable expenses consist of actual expenditures made by the Consultant in the interest of the project.
 - 1. Expenses when traveling out-of-town in connection with the project as per JAXPORT direction in conjunction with a specific work order are reimbursed under

JAXPORT policies and rules; as are expenses and long distance calls/facsimiles; and express mailings. The cost of a change in employee's residence is only reimbursable if specifically required by JAXPORT and the move must be approved by JAXPORT in advance.

2. The Consultant Firm will determine the needs for maintaining long term storage for JAXPORT materials, files and plans and submit a cost effective proposal for accomplishing the task. The final plan will be mutually agreed to by JAXPORT Senior Director of Facilities and Development and the Consultant Firm's Project Director. This will not include storage for records on ongoing efforts or current projects which is part of overhead.
- vi. Subcontracts for services to be provided by persons other than Consultant Firm personnel_- Compensation for sub consultant services shall be made on the same basis as the method described in this Section.
- vii. Subcontracting Administration – The Consultant Firm will be allowed to charge a percentage of the subcontract agreement to cover its administration and management costs associated with using the Sub-Consultant. This charge will cover all Consultant Firm time in making arrangements 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. For tasks in excess of \$40,000, this administration fee will be negotiated. For other tasks, the amount will be 10% for those agreements up to \$2,500, and 5% for sub agreements amounts above \$2,500.

This administrative charge will also be deemed to cover all legal and insurance issues arising out of the use of the Sub-Consultant. No direct time will be charged to JAXPORT in the Consultant's process of contracting with Sub-Consultant unless specifically allowed by JAXPORT's Senior Director of Engineering and Construction prior to the execution of a contract with any Sub-Consultant. However, direct time may be charged by the consultant for independent, specific technical review of sub consultant's work, if authorized by JAXPORT staff.

- B. Cost Plus With an Upset Limit** – Payment for services will be the same as for Cost Plus except that JAXPORT and the Consultant will have agreed to an upset limit. Unless specified differently by JAXPORT, this method will allow the Consultant to make charges as incurred until the limit is reached. The work task must still be completed with no further compensation unless JAXPORT agrees there are changed conditions. This method will require the Consultant to manage the work production to the cost limit.

- C. **Lump Sum** – Payment for services shall be based on a lump sum amount for specifically described services.

In certain cases, project assignments may be clearly defined and JAXPORT may choose to enter into a Lump Sum agreement. However, in many cases, project assignments may not be clearly defined and the method of payment will be Cost Plus. Unless specifically identified otherwise, assignments will be compensated with the Cost Plus method. Cost Plus compensation is the sum of salary wages and the applicable overhead costs and operating margin plus direct reimbursable expenses and subcontracting administrative costs.

3.11 TRAVEL PROCEDURE

Should travel expenses apply to the contract, all travel expenses must be in accordance with JAXPORT's Travel Procedures and Guidelines – Attachment "J". Where there are combined funds by Federal and State agencies, the more restrictive limitations shall apply. Airline travel reservations must be made at the least expensive coach fare. If travel is allowed reimbursement will be represented with a Not to Exceed travel expense line item on the Bid/Proposal Form. Travel allowance is based on receipts for airfare, meals, lodging, rental car, fuel, etc. No mark-up is allowed on this line item. Any monies remaining at contract completion will belong to JAXPORT. All requests for expense reimbursement will be submitted with receipts and sufficient detail to allow JAXPORT to determine accuracy of the charges. All travel expenses will be reimbursed in accordance with JAXPORT's per diem allowances, and other expenses will be reimbursed at actual cost. Meals will be based on the per diem rate referenced in JAXPORT's travel policy. Failure to include monthly activity report with an invoice will cause delay of payment of invoice. At no time will a consultant be reimbursed for local travel related to an employee brought in from an alternate location unless the cost is included in the negotiated task work order.

(The remainder of this page is intentionally left blank)