



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

May 7, 2021

**ADDENDUM NO. 03**  
**TO**  
**SPECIFICATIONS AND CONTRACT DOCUMENTS**  
**FOR**  
**REQUEST FOR QUALIFICATIONS**  
**SSA JACKSONVILLE CONTAINER TERMINAL**  
**PROGRAM MANAGEMENT AND INSPECTION SERVICES**  
**JPA CONTRACT NO. AE-1772**

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**

Response to Questions attached (Attachment 1).

**Item No. 2**

Reference to 4.02 Required Forms and Documentation, Letter E, **DELETE** and **REPLACE** with Revision to 4.02 Required Forms and Documentation, Letter E. Changes are in red (Attachment 2).

**Item No. 3**

Reference to Attachment H Draft Agreement, Section 5.1 Indemnification and Insurance **DELETE** and **REPLACE** with Revision to Attachment H Draft Agreement, Section 5.1 Indemnification and Insurance. Changes are in red. (Attachment 3).

**Item No.**

Reference to Appendix B "Container Yard Improvements Estimated Phasing", Amend Appendix B to read **Appendix B** not Appendix C (Attachment 4).

**ATTACHMENTS TO CONTRACT SPECIFICATIONS**

**Attachment No. 1**

Response to Questions received prior to deadline date of Friday, April 30, 2021 @ 12:00 PM.

**Attachment No. 2**

4.02 Required Forms and Documentation, Letter E

**Attachment No. 3**

Attachment H Draft Agreement, Section 5.1 Indemnification and Insurance

**Attachment No. 4**

Appendix B to read Appendix B not Appendix C (Attachment 4).

**Acknowledgment of the following addenda is hereby made:**

Addendum #3, Dated: \_\_\_\_\_ Initials \_\_\_\_\_

Company \_\_\_\_\_

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

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



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## REQUEST FOR QUALIFICATIONS

### JPA CONTRACT NO. AE-1772 SSA JACKSONVILLE CONTAINER TERMINAL PROGRAM MANAGEMENT AND INSPECTION SERVICES RESPONSE TO QUESTIONS

1. Does the Construction Manager/Director need to have a FL PE license when the SOQ is submitted on May 19, 2021, or is it acceptable for them to acquire their FL PE license shortly after?

**ANSWER:** *The consultant's Senior Engineer must be FL PE licensed at the time of the submittal. Inspectors and project/program managers do not.*

2. Do all Inspectors need to have a FL PE license?

**ANSWER:** *Reference the response to Question #1.*

3. Who performed the design and prepared the construction documents for the SSA project improvements? Are they excluded from bidding on this RFQ?

**ANSWER:** *Jacobs Engineering performed the design and prepared the construction documents. As the Engineer of Record (EOR) for this project, Jacobs is excluded from this RFQ.*

4. Will the contract staff need to be on-site full time, and if so, will the Port provide office/work space for the staff on-site? Or can they be based out of our local Jacksonville office?

**ANSWER:** *It is expected that the consultant sustains an on-site presence throughout the project's duration. SSA will provide onsite office space for the consultant's staff. The fee for that space, if any, will be addressed during negotiations with the most qualified firm.*

5. Do we need to provide geotechnical engineering services as part of the contract?

**ANSWER:** *No.*

6. Do we need to provide topographic survey as part of the contract?

**ANSWER:** *No.*

7. Is there a maximum budget (fee) for the services under this contract? (In the Grant Agreement Project Budget, it lists a budget of \$2.8M for "Project Inspection fees")

**ANSWER:** *The budget for this specific contract will be determined during negotiations (hours and rates by phase). The dollar amount referenced, \$2.8 million, includes a number of contracts of which this is one.*

8. Does a Certified Veteran Owned Small Business qualify by this definition? There seems to be no clarification that would allow a 'Certified Veteran Owned Small Business' to satisfy this qualification.

**ANSWER:** *The Small Business Administration (SBA) recognizes Veteran Business Enterprise (VBE). We will recognize a VBE; however, you must be certified at the time your proposal is submitted.*

9. **4.02 Required Forms and Documents, Page 30 & 31**

**4.02, E. (a)** If we are the inspection team only why are we being asked to carry \$5,000,000.00 in E&O Insurance? Is there a specific Federal requirement for the limits being asked for or is there a requirement that is not readily apparent in the RFP?

**ANSWER:** *This RFQ is for program management and inspection services. It is our expectation that the prime consultant, who may or may not be a construction inspection firm, will meet the insurance requirements as written in the RFQ and amended in this addendum.*

10. **4.02, E.(d)** Similar question. If we are acting as inspectors, why are we being asked to carry \$1,000,000.00 in Pollution Liability? Is there a specific Federal requirement for the limits being asked for or is there a requirement that is not readily apparent in the RFP?

**ANSWER:** *Refer to the response to Question #9.*

11. Attachment H -is it required for all consultants to have Transportation Worker Identification Credential (TWIC) at the time of submittal or can the consultant complete this before NTP?

**ANSWER:** *Our expectation is that all consultants will have their TWIC before the Notice to Proceed (NTP) is issued.*

12. Would JAXPORT please consider extending the deadline for questions by one week as we were not able to hear a portion of the pre-bid meeting due to a technical glitch?

**ANSWER:** *The deadline will remain as is, April 30, 2021, and has since passed.*

13. Would JAXPORT please consider extending the response deadline by two weeks as we were not able to hear a portion of the pre-bid meeting due to a technical glitch and to allow time once responses to the questions has been provided?

**ANSWER:** *There were three Pre-Submission meetings held which provided ample opportunity for any prospective proposer to ask questions about the RFQ. Therefore, there is no need to extend the response deadline at this time.*

14. Does the back-up CM need to be a Florida Professional Engineer (PE) at the time of submission, or can they be a Professional Engineer in another state with intention to obtain a PE in the near future?

**ANSWER:** *The back-up program/project manager is not required to have FL PE.*

15. Inspectors are typically not PEs; would you accept an individual that is not PE or is a PE in another state if there are PEs in other key positions?

**ANSWER:** *Yes.*

16. Must the SEB Participation Goal be met by providing an SEB firm in one of the eight required positions, or can this goal be met through other services such as project administration, cost estimating or project controls

**ANSWER:** *How each proposer attempts to reach the SEB Participation Goal is up to each proposer; however, you will need to supply the supporting documentation in order for it to be considered.*

17. Can the Senior Engineer serve as the Back-up for the Construction Manager/Director role?

**ANSWER:** *They could be; however, it would have to be at an agreed upon rate which will be addressed during negotiations.*

18. Would JAXPORT please consider the following modification(s) to the terms of the RFP: (Page 10) Professional Liability, Second Paragraph - The ~~minimum~~ limits to be maintained by the Proposer / Consultant (inclusive of any amounts provided by an umbrella or excess policy) shall be \$5,000,000 per claim and in the annual aggregate, ~~occurrence and in the aggregate~~. Third Paragraph- The required certificates shall contain a provision that the JPA shall be given not less than 30 days' written notice prior to cancellation or material change ~~restriction~~ of coverage. The Proposer / Consultant shall also provide to the JPA a Certificate of Insurance 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 material ~~restriction~~ change 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.

**ANSWER:** *Terms and conditions may be negotiated with the firm determined to be the most qualified.*

19. Would JAXPORT please consider the following modification(s) to the terms of the RFP: (Page 17) INDEMNIFICATION (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, reasonable attorney's fees and court costs) arising out of injury (whether mental or corporeal) to persons (including death) or damage to property, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Consultant ~~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.

**ANSWER:** *Terms and conditions may be negotiated with the firm determined to be the most qualified.*

20. Would JAXPORT please consider the following modification(s) to the terms of the RFP: (Page 19) (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 to the extent caused by ~~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~~.

**ANSWER:** *Terms and conditions may be negotiated with the firm determined to be the most qualified.*

21. Would JAXPORT please consider the following modification(s) to the terms of the RFP: (Page 22) 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 if the Consultant fails to cure the issue within a reasonable time as set forth in the notice. ~~upon receipt by the successful Consultant Firm of the written termination notice.~~

**ANSWER:** *Terms and conditions may be negotiated with the firm determined to be the most qualified.*

22. Would JAXPORT please consider the following modification(s) to the terms of the RFP: (Page 25) 2.34 FORCE MAJEURE Neither JPA nor the Consultant shall be liable for any delay or failure in performance caused by and during the continuance of acts beyond such party's control, including without limitation, acts of God, war, vandalism, strikes, labor disputes, sabotage, ~~holds harmless the Indemnified Parties from and against any and all claims, actions, suits, proceeding, costs, expenses, damages or liabilities (including attorney's fees and expenses and court costs) which any Indemnified Party may incur as a result of the actions or omissions of the Consultant, its employees or agents, while on JPA's premises or during the provision of Services wherever located. The premises of JPA referred to in the preceding sentence shall include all space and real property owned, leased or subleased by JPA, or in which JPA has easement rights. Notwithstanding the foregoing, there shall be no indemnification hereunder by Consultant as to any Losses caused by the sole negligence or fault of the JPA. The provisions of this paragraph shall survive the termination of the Agreement. The indemnification obligation hereunder shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable under worker's compensation acts, disability benefits acts or other employee benefits acts.~~

**ANSWER:** *Terms and conditions may be negotiated with the firm determined to be the most qualified.*

23. Would JAXPORT please consider the following modification(s) to the terms of the RFP: (Page 26) 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.

**ANSWER:** *Terms and conditions may be negotiated with the firm determined to be the most qualified.*

24. JAXPORT please consider the following modification(s) to the terms of the RFP: (Page 28, 16TH Bullet Point) 2.38 CONSULTANT REPRESENTATIONS ~~All Services provided hereunder shall be fit for the purposes intended therefore by JPA, as reflected herein.~~

**ANSWER:** *Terms and conditions may be negotiated with the firm determined to be the most qualified.*

25. Standard of Care: AECOM requests a clear standard of care be inserted into contract similar to the following: "Consultant will perform the services in accordance with standard industry practices, with the care, knowledge and skill expected of similar engineering firms under similar conditions in similar localities. No other warranties, express or implied are made or intended."

**ANSWER:** *Terms and conditions may be negotiated with the firm determined to be the most qualified.*

26. Ownership of Documents: AECOM requests term clarifying that any modification, reuse or use of Consultant work product produced under the Agreement or presented in any SOQ shall be without liability to Consultant. Also, would like to request a term stating that Consultant shall be entitled to rely upon the accuracy of data and information provided by JAXPORT or others without independent review or evaluation. Additionally, would like to request that Consultant should not be held liable for the accuracy or reliability of any partially completed work.

**ANSWER:** *Terms and conditions may be negotiated with the firm determined to be the most qualified.*

27. Insurance: With respect to the insurance requirements, we would be pleased to provide insurance with an insurance company approved to do business in Florida consistent with the limits described in the sample contract. The Professional Liability coverage is on a claims made basis and will provide coverage two years after completion of our services. In the event any of the described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions and per the standard ISO ACORD insurance form. The Consultant will not provide copies of its insurance policies, but if under necessary circumstances, the policies may be made available for review, in redacted form, on Consultant 's premises with sufficient advance notice. Additionally, Consultant shall be solely responsible for its Deductible.

**ANSWER:** *Terms and conditions may be negotiated with the firm determined to be the most qualified.*

28. Indemnity/Hold Harmless: AECOM proposes the agreement include an indemnity that complies with Florida Statute 725.08 similar to "Consultant agrees to indemnify JAXPORT, its officers, directors and employees, from third party claims of loss or damage, exclusive of defense obligations, for bodily injury or property damage ("Claims"), to the proportional extent caused by Consultant's negligence or willful misconduct." In addition, we request the addition of Florida Statute 558 as follows: "IN ACCORDANCE WITH SECTION 558 ET SEQ OF THE FLORIDA STATUTES AND TO THE FULLEST EXTENT PERMITTED BY LAW, OWNER ACKNOWLEDGES AND AGREES THAT NO INDIVIDUAL EMPLOYEE OR AGENT OF PROFESSIONAL SHALL BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE SCOPE AND COURSE OF THIS AGREEMENT.

**ANSWER:** *Terms and conditions may be negotiated with the firm determined to be the most qualified.*

29. Consequential Damages: AECOM requests the contract contain a provision in which each party waives, on a reciprocal basis, the right to recover any consequential, indirect, incidental, special and related damages.

**ANSWER:** *Terms and conditions may be negotiated with the firm determined to be the most qualified.*

30. Limitation on Liability: AECOM would like to request discussion to reach a mutually agreeable limitation of liability for both parties.

**ANSWER:** *Terms and conditions may be negotiated with the firm determined to be the most qualified.*

31. Termination: In the event JAXPORT considers terminating Agreement prior to completion for default, Consultant should be afforded an opportunity to address any alleged deficiencies prior to proceeding with termination process. Additionally, Consultant should not be held liable for the accuracy or reliability of any partially completed work.

**ANSWER:** *Terms and conditions may be negotiated with the firm determined to be the most qualified.*

32. Suspension: AECOM would like to request term stating that if the Project is suspended by JAXPORT for more than 30 days, Consultant shall be paid for all Services performed prior to the effective date of suspension within 30 days of such suspension. Upon resumption of the Project, Consultant shall be entitled to an equitable adjustment in cost and schedule to compensate Consultant for expenses incurred as a result of the interruption and resumption of the Services. Additionally, Consultant shall have the right to terminate if suspension for more than 90 days, including mobilization and demobilization costs.

**ANSWER:** *Terms and conditions may be negotiated with the firm determined to be the most qualified.*

33. Retainage: AECOM would like to request that any provision requiring the withholding of retainage be removed, as industry standards are to not withhold retainage on professional services.

**ANSWER:** *There are no provisions for retainage included in this RFQ.*



34. Scope: Based on experience with similar projects, AECOM believes it is critical to assign project risks and responsibilities to those who are best able to manage them. In this respect, AECOM looks forward to delineating the responsibilities and boundaries associated with the various services that would be provided by AECOM under the contract, including but not limited to construction administration services.

**ANSWER:** *All Proposers are required to include a detailed description of how they will provide program management and inspection services in their SOQ. Delineating the responsibilities may be included in this section of your response.*

35. Availability of Information: AECOM would like to request term stating that Consultant shall be entitled to rely upon the accuracy of data and information provided by Architect or Owner or others without independent review or evaluation.

**ANSWER:** *Terms and conditions may be negotiated with the firm determined to be the most qualified.*

36. Reuse of Documents: AECOM would like to request term stating that any reuse of Consultant prepared documents, except for the specific purpose intended hereunder, will be at JAXPORT's sole risk and without liability or legal exposure to Consultant or its subcontractors.

**ANSWER:** *Terms and conditions may be negotiated with the firm determined to be the most qualified.*

37. Force Majeure: AECOM would like to request deletion of Article 15- Force Majeure. Additionally, AECOM requests incorporation of a new Force Majeure provision similar to: FORCE MAJEURE Neither Party shall be responsible for a delay or disruption in, or inability to provide its respective performance under this Agreement, other than a delay in payment for Services already performed, if such delay is caused by events or contingencies, existing or future, beyond the reasonable control of the claiming Party, including "acts of God," abnormal weather conditions or other natural catastrophes, war (whether declared or not), terrorism, sabotage, computer viruses, civil unrest, strikes, lockouts or other industrial disturbances, pandemics, epidemics, health emergencies, virus (e.g., SARS Cov-2), disease (e.g. COVID-19), plague, changes in law or regulations, quarantine, travel restrictions, discovery of hazardous materials, differing or unforeseeable site conditions, acts of governmental agencies or authorities (whether or not such acts are made in response to other Force Majeure Events), or any other events or circumstances not within the reasonable control of the party affected, whether or not of a similar kind or nature to any of the foregoing (a "Force Majeure Event"). The Party seeking application of this provision shall notify the other Party in writing promptly upon learning of the impact of the Force Majeure Event upon the notifying Party's performance of its obligations under this Agreement. Upon the occurrence of a Force Majeure Event, CONSULTANT shall be entitled to an equitable adjustment to the project schedule and compensation sufficient to compensate CONSULTANT for any increase in the time or costs necessary to perform the Services under this Agreement. Should a Force Majeure Event substantially prevent or be reasonably likely to substantially prevent CONSULTANT's performance of the Services for more than thirty (30) days, then CONSULTANT shall be entitled to terminate this Agreement without breach. In case of such termination, CONSULTANT shall be entitled to compensation for those Services performed as of the date of termination.

**ANSWER:** *Terms and conditions may be negotiated with the firm determined to be the most qualified.*

38. Miscellaneous: Estimating Services – AECOM would like to request provision similar to the following be inserted into resulting contract: "Estimates, opinions of probable construction or implementation costs, financial evaluations, feasibility studies or economic analyses prepared by Consultant will represent its best judgment based on its experience and available information. JAXPORT recognizes that Consultant has no control over costs of labor, materials, equipment or services furnished by others or over market conditions or Consultant's methods of determining prices, and that any evaluation of a facility to be constructed or work to be performed is speculative. Accordingly, Consultant does not guarantee that proposals, bids or actual costs will not vary from opinions, evaluations or studies submitted by Consultant."

**ANSWER:** *Terms and conditions may be negotiated with the firm determined to be the most qualified.*



39. Additional Terms: To the extent JAXPORT requires additional terms to the resultant agreement used as the basis for contract negotiations, we believe those changes should be subject to the parties' mutual agreement.

**ANSWER:** *Terms and conditions may be negotiated with the firm determined to be the most qualified.*

40. **Section 3.01 PROGRAM MANAGEMENT, CONSTRUCTION INSPECTION, AND FACILITIES INSPECTION – 3.01.8:**

Although this section requires the need to sign and seal drawings by a qualified Florida Professional Engineer, will the Engineer of Record be retained by JAXPORT for post-design services related to the signing and sealing of clarifications, revisions/changes, etc. related to their design documents (either digitally or in paper format)?

**ANSWER:** *The EOR will be retained for post-design services, including record set of project as-builts.*

41. **Section 5.02 EVALUATION CRITERIA - A.2 KEY TEAM MEMBER QUALIFICATIONS & EXPERIENCE**

Please confirm our understanding that the back-up roles requested are only for the three key team member positions (Construction Manager/Director, Senior Engineer, and Inspector), and that the other two key team member positions are at the discretion of the Proposer.

**ANSWER:** *Confirmed. Point of clarification – JAXPORT's intent is to hire a consulting firm to manage the entire program which includes, but is not limited to, construction oversight and construction inspection services for the eight-phased project.*

42. **Section 5.02 EVALUATION CRITERIA - A.2 KEY TEAM MEMBER QUALIFICATIONS AND EXPERIENCE:**

Is it the expectation of JAXPORT to see the eight Key Team Member USGA Form 330 Schedule E Resumes presented in both SECTION 4 MINIMUM REQUIREMENTS AND REQUIRED DOCUMENTATION and SECTION 5 EVALUATION CRITERIA? If required to be presented in SECTION 5, will these be included as part of the maximum thirty-five-page limit?

**ANSWER:** *GSA Form SF330, Schedule E should be included as an appendix to the SOQ and will not be included in the page count. We ask that you do not include individual resumes. The form, if completed properly, will include the information we are looking for. Point of clarification – the requirement is for **up to eight (8) key team members**. JAXPORT is not requiring that you have eight (8) key team members. Back-ups are in addition to the key team members you have identified. Additional members you have identified as not being key members may be added to your org chart. Include a very brief description of their roles.*

43. **SECTION 4 MINIMUM REQUIREMENTS AND REQUIRED DOCUMENTATION:**

Is the Proposer allowed to present additional Schedule E Resumes in the full USGA Form 330 for proposed personnel beyond the eight Key Team Members identified in Section 5.02 EVALUATION CRITERIA - A.2 KEY TEAM MEMBER QUALIFICATIONS AND EXPERIENCE?

**ANSWER:** *To be consistent we recommend the use of GSA Form SF330, Schedule E for all team members; however, we request that you limit it to back-ups only. All other support personnel should be included on your organizational chart with a very brief description of their role.*

44. Could you please clarify if the (8) Key Team Members are inclusive of any backups? Also, can we include other positions on the org chart that are important but not part of the (8) Key Team Members, such as a Quality Assurance Officer or Safety Officer? Should resume be included for those "additional" positions or only the (8) Key Team Members?

**ANSWER:** *The (up to) eight (8) key members should include members of the team who are critical to its success. Back-ups to the eight (8) key members are in addition to the eight (8) key members and their information should also be included on GSA Form SF330, Schedule E. All other support personnel should be included on your organizational chart with a very brief description of their role. Example - If a quality assurance officer role is critical to the success of the project that role should be one of the eight (8) key members.*

45. Is JAXPORT willing to lower insurance requirements for Professional Liability, Commercial General Liability, Automobile Liability?

**ANSWER:** *Terms and conditions may be negotiated with the firm determined to be the most qualified.*

46. Regarding Section 5 Evaluation Criteria, page 35 Part “B. Past & Present Record of Relevant Professional Accomplishments and Past Record of Relevant Performance” - can key subconsultant project examples (where they were a prime) be utilized? Or must all project examples be from the prime only?

**ANSWER:** *JAXPORT will make its recommendation for award based on the most qualified submittals. It is up to the discretion of the respondent to prioritize project examples. Key subconsultant project examples can be used as long as the Proposer’s subconsultant was the Prime. Please make sure that you indicate which subconsultant performed the work.*

47. Regarding SECTION 4 – Minimum Requirements and Required Documentation, page. 32 Part 2 of “Required Documentation” – a complete SF330 packet (Part I and Part II) is desired?

**ANSWER:** *That is correct – we are requiring that you use GSA Form SF330 for submittal purposes and that the form be completed in full.*

48. **Section 5.02 EVALUATION CRITERIA - PROGRAM MANAGEMENT & INSPECTION SERVICES – PREFERRED MINIMUM REQ:**

In both program management and inspection services contracts, industry standard has typically reserved the requirement for a Professional Engineer(s) current license(s) issued by the State of Florida to the Senior Engineer position only. Inspector level positions and Project Administrator or Construction/Project Managers do not typically require a Professional Engineering license as those positions typically require other field inspection certifications/qualifications and/or years of field construction experience. Will JAXPORT allow the requirement for a Professional Engineering license to be required solely for the “Senior Engineer” position stated on Page 35 of the RFQ? In addition, is the “Senior Engineer” position equivalent to the “Lead Engineer” position noted on Page 32, Paragraph 1?

**ANSWER:** *A FL PE license is not required for any role other than those that include responsibilities that require a degreed engineer (i.e. senior engineer, engineer, etc.).*

49. **Section 5.02 EVALUATION CRITERIA, B. PAST & PRESENT RECORD OF PERFORMANCE FOR SIMILAR PROJECTS:**

This section requires the identification of projects that reflect the accomplishments or performance on certain past and present projects. This section also requires that the listed projects be where the “Proposer” was the Prime Consultant. On Page 3, it is understood that the “Proposer” is a culmination of all professional, technical, clerical and subcontracting (1st paragraph) and that the “Proposers” consist of a prime Consultant with subconsultants (last paragraph). In response to this section, please confirm our understanding that any projects presented are to be from the Proposers team, so long as the firms associated with the projects were/are the Prime Consultant on said project (not a Subconsultant Firm)?

**ANSWER:** *Confirmed. Include past and present experience where the prime or their subconsultant(s) acted as the prime.*

50. **Facilities:**

Where does JAXPORT envision the onsite members of the Consultant team to be housed? Will on-site office space or other be provided?

**ANSWER:** *SSA will provide onsite office space for the consultant’s staff. The fee for that space, if any, will be addressed during negotiations with the most qualified firm.*

#### 4.02 REQUIRED FORMS AND DOCUMENTATION

E. Provide evidence of the Proposer's ability to provide the following minimum insurance coverage, either by means of an existing policy or other verifiable proof (such as a project specific endorsement or Agent/Broker commitment letter) from a company or companies authorized to do business in Florida **and that have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A. M. Best Company, or with respect only to Workers' Compensation/Employers' Liability Coverage, is authorized as a group self-insurer by Florida Statutes 440.57. The Prime Proposer shall be the Named Insured for all contractually-required insurance, with JAXPORT; SSA; the members of their Governing Body; and their officers, officials, and employees as Additional Insureds.** 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:

a) Professional Liability – Minimum of \$5,000,000 per claim and annual aggregate with maximum deductible or self-insured retention in an amount not exceeding \$100,000. Any deductible or self-insurance retention should be indicated on the Proposer's certificate of insurance.

b) Commercial General Liability (CGL) –The minimum limits of insurance shall include the following:

\$5,000,000 General Aggregate

\$5,000,000 Products/Completed Operations Aggregate

\$5,000,000 Personal and Advertising Injury (each occurrence)

\$5,000,000 Bodily Injury and Property Damage (each occurrence)

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

c) Automobile Liability – Minimum of \$5,000,000 per occurrence, with maximum deductible or self-insured retention in an amount not exceeding \$10,000. Any deductible or self-insurance retention should be indicated on the Proposer's certificate of insurance.

d) Pollution Liability: \$1,000,000, with maximum deductible or self-insured retention in an amount not exceeding \$100,000. Any deductible or self-insurance retention should be indicated on the Proposer's certificate of insurance.

e) Worker's Compensation - (statutory limit)

Employer's Liability:     \$500,000 - each accident  
                                  \$500,000 disease - policy limit  
                                  \$500,000 disease - each employee

**Umbrella/Excess Coverage:** All required coverage limits set forth in subsections (b)-(e) may be met through a combination of a base coverage policy and an umbrella or excess policy. Any umbrella or excess coverage policy may not be more restrictive than the underlying coverage.

**Policy terms must be acceptable to JAXPORT and must comply with JAXPORT's requirements for insurance.**

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

**ATTACHMENT “H”**  
**DRAFT AGREEMENT**

**5.1 Indemnification and Insurance.**

**5.1.1** The Consultant and its Subconsultants and Subcontractors (individually or collectively referred to as the “Indemnifying Parties”), shall hold harmless, indemnify, and defend JAXPORT, SSA, and the officers, board members, employees, representatives and agents of JAXPORT and SSA (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. JAXPORT and SSA 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 JAXPORT and SSA, 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.

**5.1.1.1** If the above indemnity provisions are deemed void in whole or in part under Florida law, then the following indemnification obligations shall apply to the extent such provisions are deemed void: Consultant shall indemnify and hold harmless the Indemnified Parties from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct any of the Indemnifying Parties and persons employed or utilized by the any of the Indemnifying Parties in the performance of the Agreement.

**5.1.1.2** 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 JAXPORT and SSA of the applicable claim or liability, and (2) allow JAXPORT and SSA to participate in the litigation of such claim or liability (at SSA and JAXPORT'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 JAXPORT (or for such duration as is otherwise specified hereinafter), Workers' Compensation/Employers' Liability, Commercial General Liability, Business Automobile Liability, Pollution, 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 JAXPORT 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.

**5.1.2.1 Umbrella/Excess Coverage:** All required minimum coverage limits set forth in subsections 5.1.3 (Workers' Compensation/Employers' Liability), 5.1.4 (Commercial General Liability), 5.1.5 (Business Auto), and 5.1.6 (Pollution) may be met through a combination of a base coverage policy and an umbrella or excess policy. Any umbrella or excess coverage policy may not be more restrictive than the underlying coverage.

### **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** Workers' Compensation statutory limits as required by Chapter 440, Florida Statutes and any applicable federal or state law. 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:

Employer's Liability:

- \$500,000 (Each Accident)
- \$500,000 (Disease-Policy Limit)
- \$500,000 (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**

<b>General Aggregate</b>	<b>\$5,000,000</b>
<b>Products/Completed Operations Aggregate</b>	<b>\$5,000,000</b>
<b>Personal and Advertising Injury Limit (Each Occurrence)</b>	<b>\$5,000,000</b>
<b>Bodily Injury and Property Damage (Each Occurrence)</b>	<b>\$5,000,000</b>

**5.1.4.3** The Policy shall include Completed Operations Coverage for ten (10) years following completion per the period of Florida statutory liability (Florida Statutes § 95.11), with no ISO Form 2294 Rider or other subcontractor error exclusion.

**5.1.4.4** The insurance must specifically include SSA; JAXPORT; the members of their Governing Body; and their officers, officials, and employees as Additional Insured.

#### **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 \$5,000,000 per accident combined single limit for Bodily Injury Liability and Property Damage Liability.

#### **5.1.6 Pollution Liability**

**5.1.6.1** The Consultant's insurance shall be on a form acceptable to JAXPORT, and shall cover the Consultant for those sources of liability arising out of Pollution Liability.

**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 each occurrence, and in the aggregate. The self-insured retention will not exceed \$100,000. Any deductible or self-insurance retention should be indicated on the Consultant's certificate of insurance.

### **5.1.7 Professional Liability.**

**5.1.7.1** The Consultant's insurance shall be on a form acceptable to JAXPORT, 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.

**5.1.7.2** The minimum limits to be maintained by the Consultant (shall be \$5,000,000 each occurrence, and in the aggregate.

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

**5.1.8** Prior to commencement of services, the Consultant shall provide to JAXPORT a certificate or certificates of insurance, signed by an authorized representative of the insurer(s) evidencing the insurance coverage specified in the foregoing Articles and Sections. The required certificates shall not only name the types of policies provided, but shall also refer specifically to this Agreement and Article, and to the above paragraphs in accordance with which insurance is being furnished, and shall state that such insurance is provided as required by such paragraphs of this Agreement. The required certificates shall contain a provision that JAXPORT and SSA shall be given not less than 30 days' written notice prior to cancellation or restriction of coverage.

**5.1.9** The required certificates shall contain a provision that JAXPORT and SSA 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 JAXPORT and SSA 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.

**5.1.10** JAXPORT reserves the right to require additional insurance coverage based on the project requirements.

**5.1.11** Failure to maintain current Certificates of Insurance on file with JAXPORT will be grounds for withholding or rejecting payment of invoices. If Consultant, for any reason, fails to maintain insurance coverage, which is required pursuant to this Agreement, such event shall be deemed a material breach of this Agreement. JAXPORT, at its sole discretion, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, JAXPORT may purchase such required insurance (but has no special obligation to do so) and without further notice

to Consultant, JAXPORT may deduct from sums due to Consultant any premium costs advanced by JAXPORT for such insurance.

**5.1.12** It is the Consultant's sole responsibility to ensure that its subcontractors and subconsultants are covered under the required insurance limits.

**5.1.13** Neither approval by JAXPORT nor failure to disapprove the insurance furnished by the Consultant shall relieve the Consultant of the Consultant's full responsibility to obtain and maintain the insurance policies as required by this Agreement.

**5.1.14** Compliance with the insurance requirements of this Contract shall not limit the liability of the Consultant. Any remedy provided to JAXPORT or SSA by the insurance policies shall be in addition to and not in lieu of any other remedy available under this Agreement or otherwise.

**5.1.15** The cost of insurance shall be included in the Consultant's fees, and there shall not be any further compensation or reimbursement therefore.

APPENDIX B

**Jacksonville Container Terminal**

Container Yard Improvements Estimated Phasing



**Scope of Work Summary**

<p><b>Phase 1</b> 12.78 Acres Preliminary Estimated Duration 5 months</p>	<p>Stacked Container Yard:</p> <ul style="list-style-type: none"> <li>▪ Existing Roadability Building, lighting and pavement system demolition</li> <li>▪ New paving, subbase, subgrade, and pavement striping</li> <li>▪ Drainage adjustments (existing stormwater system remains)</li> <li>▪ Utilities</li> <li>▪ High-mast lighting</li> <li>▪ Fire protection system</li> <li>▪ Site electrical</li> <li>▪ Terminal Operating System Enhancements (incremental through multiple phases)</li> <li>▪ Fencing, bollards and signs</li> </ul>
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<p><b>Phase 2</b> 8.99 Acres Preliminary Estimated Duration 4 months</p>	<p>Stacked Container Yard:</p> <ul style="list-style-type: none"> <li>▪ Existing pavement system and lighting demolition</li> <li>▪ New paving, subbase, subgrade, and pavement striping</li> <li>▪ Drainage adjustments (existing stormwater system remains)</li> <li>▪ Utilities</li> <li>▪ High-mast lighting</li> <li>▪ Fire protection system</li> </ul>
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## APPENDIX B

### Scope of Work Summary

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	<ul style="list-style-type: none"><li>▪ Site electrical</li><li>▪ Fencing, bollards and signs</li></ul>
<b>Phase 3</b> 8.72 Acres Preliminary Estimated Duration 4 months	Stacked Container Yard: <ul style="list-style-type: none"><li>▪ Existing pavement system and lighting demolition</li><li>▪ New paving, subbase, subgrade, and pavement striping</li><li>▪ Drainage adjustments (existing stormwater system remains)</li><li>▪ Utilities</li><li>▪ High-mast lighting</li><li>▪ Fire protection system</li><li>▪ Site electrical</li><li>▪ Fencing, bollards and signs</li></ul>
<b>Phase 4</b> 8.76 Acres Preliminary Estimated Duration 4 months	Stacked Container Yard: <ul style="list-style-type: none"><li>▪ Existing pavement system and lighting demolition</li><li>▪ New paving, subbase, subgrade, and pavement striping</li><li>▪ Drainage adjustments (existing stormwater system remains)</li><li>▪ Utilities</li><li>▪ High-mast lighting</li><li>▪ Fire protection system</li><li>▪ Site electrical</li><li>▪ Fencing, security gates, bollards and signs</li></ul>
<b>Phase 5</b> 9.97 Acres Preliminary Estimated Duration 4.5 months	Gate Area: <ul style="list-style-type: none"><li>▪ New Out-Gate canopy, lanes, associated infrastructure &amp; management system</li><li>▪ Existing Pre-Gate and pavement system demolition</li><li>▪ Convert existing gate complex to In-Gate with associated infrastructure and management system</li><li>▪ Tie-in Gate data and communications connections to existing Administration Building</li><li>▪ New paving, subbase, subgrade, and pavement striping</li><li>▪ Drainage adjustments (existing stormwater system remains)</li><li>▪ Utilities</li><li>▪ High-mast lighting</li><li>▪ Fire protection system</li><li>▪ Site electrical</li><li>▪ Fencing, bollards and signs</li></ul>
<b>Phase 6</b> 9.77 Acres Preliminary Estimated Duration 4 months	Stacked Empty Containers and Maintenance: <ul style="list-style-type: none"><li>▪ Existing pavement system and lighting demolition,</li><li>▪ New paving, subbase, subgrade, and pavement striping</li><li>▪ Container wash area</li><li>▪ Drainage adjustments (existing stormwater system remains)</li><li>▪ Utilities</li><li>▪ High-mast lighting</li><li>▪ Fire protection system</li><li>▪ Site electrical</li></ul>

## APPENDIX B

### Scope of Work Summary

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	<ul style="list-style-type: none"><li>▪ Fencing, bollards and signs</li></ul>
<b>Phase 7 (a &amp; b)</b>	<b>Wheeled Containers and Yard:</b>
17.73 Acres	<ul style="list-style-type: none"><li>▪ Existing pavement system and lighting demolition</li></ul>
Preliminary	<ul style="list-style-type: none"><li>▪ New paving, subbase, subgrade, and pavement striping</li></ul>
Estimated	<ul style="list-style-type: none"><li>▪ Drainage adjustments (existing stormwater system remains)</li></ul>
Duration	<ul style="list-style-type: none"><li>▪ Utilities</li></ul>
4.5 months	<ul style="list-style-type: none"><li>▪ High-mast lighting</li><li>▪ Fire protection system</li><li>▪ Site electrical</li><li>▪ Fencing, security gates, bollards, wheel stops, and signs</li></ul>
<b>Phase 8</b>	<b>Stacked Container Yard Expansion Area:</b>
16.30 Acres	<ul style="list-style-type: none"><li>▪ Existing site features, lighting and pavement system demolition</li></ul>
Preliminary	<ul style="list-style-type: none"><li>▪ New paving, subbase, subgrade, and pavement striping</li></ul>
Estimated	<ul style="list-style-type: none"><li>▪ Drainage adjustments (existing stormwater system remains)</li></ul>
Duration	<ul style="list-style-type: none"><li>▪ Utilities</li></ul>
5 months	<ul style="list-style-type: none"><li>▪ High-mast lighting</li><li>▪ Fire protection system</li><li>▪ Site electrical</li><li>▪ Fencing, bollards and signs</li></ul>

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**Total Acreage 93.0 acres**

Note: Construction phases may overlap