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January 26, 2023

ADDENDUM NO. 02
TO
SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR
REQUEST FOR PROPOSALS
TERMINAL DEVELOPMENT FOR SET
JPA CONTRACT NO. RFQ_AE-1830

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. 01

Reference to Section 1.04, 2., Required Documentation, a): **DELETE** in its entirety, "a) Current license or registration as regulated under Florida Statutes to perform the professional CMAR services required of this RFQ. Provide documentation showing that the proposing entity is authorized to do business in Florida and provide a copy of the license issued by the Department of Professional Regulation of the Lead Engineer who will manage the JAXPORT account.", and **REPLACE** with Section 1.04, 2., Required Documentation a) **"Current license or registration as regulated under Florida Statutes to perform the professional CMAR services required of this RFQ. Provide documentation showing that the proposing entity is authorized to do business in Florida and provide a copy of the license issued by the Department of Professional Regulation of the licensed Construction Company that will manage the JAXPORT account."** (See Question No. 1)

Item No. 02

Reference to Section 4.02 B., 1.: Required Forms and Documentation, **DELETE** in its entirety "1. Proposer shall provide proof that it is a licensed engineer authorized to practice in Florida in compliance with Chapter 471, Florida Statutes.", and **REPLACE** with **"Proposer shall provide proof that it is a person or entity authorized to do business in the State of Florida to provide Construction Management Services."** (See Question No. 1)

Item No. 03

Reference to Section 1.04, 2., Required Documentation, c): **DELETE** in its entirety, "An audited financial statement prepared by an independent Certified Public Accountant in accordance with auditing standards issued by AICPA for the Proposer's most recently completed fiscal year (submit as a separate file named "Financial Statement"), as required in AIA qualifications." (See Question No. 2)

Refer to Section 4.02, C. 3):

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

Item No. 04

Reference to Section 1.04, paragraph 2, **DELETE** "All SOQ's shall be a maximum of twenty (20) 8-1/2-inch x 11-inch single-sided pages. The required documentation in Section 4 is not a part of the twenty (20) pages maximum.

Respondents can include one (1) single-sided 11-inch x 17-inch “z-fold” in the SOQ submittal. The “z-fold” will be counted as two (2) pages. Cover Letter and Table of Contents included. Front and Back covers and Tabs are not counted. Text shall be a minimum font size of twelve (12) on all text and tables.” and **REPLACE** with “All SOQ’s shall be a maximum of twenty (20) 8-1/2-inch x 11-inch single-sided pages. The required documentation in Section 4 is not a part of the twenty (20) pages maximum. Respondents can include one (1) single-sided 11-inch x 17-inch “z-fold” in the SOQ submittal. The “z-fold” will be counted as one (1) page. Cover Letter and Table of Contents excluded. Front and Back covers and Tabs are not counted. Text shall be a minimum font size of twelve (12) on all text and tables.” (See Question No. 4)

Item No. 05

Reference to Section 5.03, Item 6 **Negotiation with Successful Proposer**, **DELETE** in its entirety, “After the award, the successful Proposer shall provide a schedule of proposed rates and costs prior to negotiations. These rates and costs will be used in the negotiation of fees and shall remain in effect throughout the length of this Agreement. Proposed overhead rates shall conform to Federal Acquisition Regulations as established by a governmental audit or certified by a certified public accountant. ~~Profit shall be applied only to direct labor plus overhead. No markup or profit will be paid on non-labor related job costs, reimbursables or on services provided by subconsultants or others.~~” and **REPLACE** with “After the award, the successful Proposer shall provide a schedule of proposed rates and costs prior to negotiations. These rates and costs will be used in the negotiation of fees and shall remain in effect throughout the length of this Agreement. Proposed overhead rates shall conform to Federal Acquisition Regulations as established by a governmental audit or certified by a certified public accountant.” (See Question No. 9)

Item No. 06

Reference to Section 5 Page 2, Paragraph 5.02., A., 1 **DELETE** “Briefly describe your Construction Manager, its history and why you believe your team qualifies for this project.” and **REPLACE** with “Briefly describe your Construction Management Company, its history, and why you believe your team qualifies for this project. Confirm that all elements of the RFQ have been reviewed and understood, including a statement of intent to perform the services as outlined and your commitment to the project (one (1) page max) (See Question No. 10)

Item No. 07

Reference to Section 4, Page 2 Paragraph 4.02., B., 1. **DELETE** “Proposer shall provide proof that it is a licensed engineer authorized to practice in Florida in compliance with Chapter 471, Florida Statutes.” and **REPLACE** with “Proposer shall provide proof that it is a person or entity licensed and authorized to do business in the State of Florida to provide Construction Management Services.” (See Question No. 11)

Item No. 08

Reference to Section 1, Page 6, Paragraph a. **Required Documentation**, **DELETE** “Provide documentation showing that the proposing entity is authorized to do business in Florida and provide a copy of the license issued by the Department of Professional Regulation of the Lead Engineer who will manage the JAXPORT account.” and **REPLACE** Section 1.04, 2., a) with “Current license or registration as regulated under Florida Statutes to perform the professional CMAR services required of this RFQ. Provide documentation showing that the proposing entity is authorized to do business in the State of Florida and provide a copy of the license or registration of the Construction Management Company that will manage the JAXPORT account.” (See Question No. 12)

Item No. 09

Reference to Attachment F, Section 1.5.1, **DELETE**, “The Construction Manager shall be responsible for the professional certifications, quality, technical accuracy, and the coordination of all calculations, designs, drawings, specifications, recommendations, reports...”, and **REPLACE** with “The Construction Management Company shall be responsible for the inspections, surveys, change orders, and other services furnished by or through the Construction Manager under this Agreement. Without limiting any of its other obligations or liabilities the Construction Manager shall, and without additional compensation, correct or revise or cause to be revised any errors or omissions in its work and other services, and shall be responsible for any delay, disruption, or other damages consistent with the Construction Manager’s responsibilities.” (See Question No. 13)

Item No. 10

Reference to Section 1.03, Paragraph 3, **DELETE**, "The CMAR selection process will be in accordance with Section 287.055, Florida Statutes, as amended, the Consultant's Competitive Negotiation Act (CCNA) based on information provided by Proposers SOQs and, if shortlisted, subsequent, oral presentations/interviews..." and **REPLACE**, Section 1.03, paragraph 3 with "The CMAR selection process will be in accordance with **Section 255.103, Florida Statutes, based on information provided by Proposers SOQs and, if shortlisted, subsequent, oral presentations/interviews, if required....**" (See Question No. 15)

Item No. 11

Reference to Section 1.04, paragraph 2, **DELETE** in its entirety, "All SOQ's shall be a maximum of twenty (20) 8-1/2-inch x 11-inch single-sided pages. The required documentation in Section 4 is not a part of the twenty (20) pages maximum. Respondents can include one (1) single-sided 11-inch x 17-inch "z-fold" in the SOQ submittal. The "z-fold" will be counted as two (2) pages. Cover Letter and Table of Contents included. Front and Back covers and Tabs are not counted. Text shall be a minimum font size of twelve (12) on all text and tables." **REPLACE** Section 1.04, paragraph 2 with "All SOQ's shall be a maximum of twenty (20) 8-1/2-inch x 11-inch single-sided pages. The required documentation in Section 4 is not a part of the twenty (20) pages maximum. Respondents can include one (1) single-sided 11-inch x 17-inch "z-fold" in the SOQ submittal. The "z-fold" will be counted as **one (1) page. Cover Letter and Table of Contents excluded. Front and Back covers and Tabs are not counted. Text shall be a minimum font size of twelve (12) on all text and tables.**" (See Question No. 16)

Item No. 12

Reference to Section 1.04, Paragraph 2., a) Lead Engineer Requirement, **DELETE** in its entirety, "a) Current license or registration as regulated under Florida Statutes to perform the professional CMAR services required of this RFQ. Provide documentation showing that the proposing entity is authorized to do business in Florida and provide a copy of the license issued by the Department of Professional Regulation of the Lead Engineer who will manage the JAXPORT account." **REPLACE** with, "Current license or registration as regulated under Florida Statutes to perform the professional CMAR services required of this RFQ. Provide documentation showing that the proposing entity is authorized to do business in the State of Florida and provide a copy of the license or registration of the **Construction Management Company** that will manage the JAXPORT account." (See Question No. 18)

Item No. 13

Reference to Section 5.02, E., 1 **DELETE** and **REPLACE** Section 5.02, E., 1 with "Provide an organizational chart for the team structure you propose for preconstruction and construction services. Include the names and roles of the individuals you propose for each position. (one (1) page maximum, any 11x17 z-fold included here will be counted as one page)" (See Question No. 19)

Item No. 14

Reference to Section 2.19 and Article 9.3 of Attachment F: **DELETE** and **REPLACE** with the following: "(a)"The **Construction Management Company** warrants that **it has not employed or retained any company or person, other than a bona fide employee working solely for the Construction Management Company to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Construction Management Company any fee, commission, percentage, gift, or other considerations contingent upon or resulting from the award or making of this agreement."** For the breach or violation of this provision, the agency shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

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

(c) Any Construction Management Company, who offers to pay, or pays, any fee, commission, percentage, gift, or other considerations contingent upon, or resulting from the award or making of any agency contract for professional services shall, upon conviction in a state court of competent authority, be found guilty of a first-degree misdemeanor, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes, as amended.

(d) Any agency official who offers to solicit or secure, or solicits or secures, a contract for the Construction Management Company services and to be paid, or is paid, any fee, commission, percentage, gift, or other considerations contingent upon the award or making of such a contract for the Construction Management Company services between the agency and any individual person, company, firm, partnership, or corporation shall, upon conviction by a court of competent authority, be found guilty of a first-degree misdemeanor, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes, as amended. (See Questions No. 22 & 43)

Item No. 15

Reference to Attachment F, Article 5, 5.4.2.2 and 5.4.2.3, **DELETE** and **REPLACE** with the following:

5.4.2.2 Should the Construction Management Company's initial or any subsequent estimate exceed funding currently budgeted and known to the Construction Management Company, the Construction Management Company shall, upon the written directive of the Authority, work with the designers and the authority to develop value engineering ideas to help bring the cost of construction in line with the budget. The cost of the redesign will be between the owner and the design team.

5.4.2.3 It is understood and agreed that the Authority shall be entitled to rely upon the Construction Management Company's final estimate as a reasonably accurate indicator of the Project bids to be received. In the event, that bids are received in a timely and reasonably competitive environment and the lowest responsive bidder exceeds the Construction Management Company's final estimate by 10 percent or more, at the sole discretion of the Authority, the Construction Management Company shall upon written direction of the Authority, work with the designers and the authority to develop value engineering ideas to help bring the cost of construction in line with the budget. The cost of the redesign will be between the owner and the design team.

ATTACHMENT TO CONTRACT SPECIFICATIONS

Attachment No. 1

Response to Questions received prior to deadline for questions of January 11, 2023 at 12:00 PM.

Attachment No. 2

Attendance List from Site Visits held on Friday, January 10, 2023 @ 9:00 AM & 10:00 AM

Acknowledgment of the following addenda is hereby made:

Addendum #2, Dated: _____ Initials _____

Company _____

NOTE: THIS ADDENDUM SHALL BE ACKNOWLEDGED IN YOUR SOQ SUBMISSION, FAILURE TO ACKNOWLEDGE AND UPLOAD 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.



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

**REQUEST FOR QUALIFICATIONS
JPA CONTRACT NO. AE-1830
TERMINAL DEVELOPMENT FOR SET
ADDENDUM NO. 02
RESPONSE TO QUESTIONS**

1. **Section 1.04 under "Required Documentation,"** states, "Current license or registration as regulated under Florida Statutes to perform the professional CMAR services required of this RFQ. Provide documentation showing that the proposing entity is authorized to do business in Florida and provide a copy of the license issued by the Department of Professional Regulation of the Lead Engineer who will manage the JAXPORT account." Please clarify, as this item is requesting an engineering license, while the solicitation is for construction management at-risk services. Additionally, Section 4.02, Item B, No. 1 states, "Proposer shall provide proof that it is a licensed engineer authorized to practice in Florida in compliance with Chapter 471, Florida Statutes." Please clarify, as this solicitation is for construction management at-risk services.

ANSWER: Revise section 1.04, 2., a) and Section 4.02, B., 1. and replace with:

1.04, 2., a):

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

4.02, B., 1.:

Proposer shall provide proof that it is a person or entity ~~engineer~~ authorized to ~~practice~~ do business in the State of Florida to provide Construction Management Services. ~~in compliance with Chapter 471, Florida Statutes.~~

2. **Section 1.04, under "Required Documentation,"** states, "An audited financial statement prepared by an independent Certified Public Accountant in accordance with auditing standards issued by AICPA for the Proposer's most recently completed fiscal year (submit as a separate file named Financial Statement), as required in AIA qualifications." Additionally, an audited financial statement is also requested under Section 4.02, Item C, No.3. Where should the financial statement be provided, and should it be provided as a separate file?

ANSWER: Audited financial statements to be included in Section 4 - Minimum Requirements and Required Documentation.

Strike section 1.04, 2, Required documentation, c):

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

Proposer shall provide the following information in Section 4.02, C., 3):

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

3. Can you please provide additional details regarding the site visit on January 10? Is attendance mandatory?

ANSWER: Yes, the site visit was mandatory.

4. **Section 1.04** states, "All SOQs shall be a maximum of twenty (20) 8-1/2-inch x 11-inch single-sided pages. The required documentation in Section 4 is not a part of the twenty (20) pages maximum. Respondents can include one (1) single-sided 11-inch x 17-inch z-fold in the SOQ submittal. The z-fold will be counted as two (2) pages. Cover Letter and Table of Contents included." However, Section 5.03, No. 1 states, "The Proposers response shall not exceed twenty (20) pages excluding the cover letter and AIA qualification statement." Please confirm whether the cover letter and table of contents count towards the 20-page limit.

ANSWER: The cover letter and table of contents do not count towards the 20-page limit.

Revise section 1.04, paragraph 2 and replace with:

*All SOQ's shall be a maximum of twenty (20) 8-1/2-inch x 11-inch single-sided pages. The required documentation in Section 4 is not a part of the twenty (20) pages maximum. Respondents can include one (1) single-sided 11-inch x 17-inch "z-fold" in the SOQ submittal. The "z-fold" will be counted as **one (1)** ~~two (2)~~ pages. Cover Letter and Table of Contents ~~included~~ **excluded**. Front and Back covers and Tabs are not counted. Text shall be a minimum font size of twelve (12) on all text and tables.*

5. Is Attachment "I," "Anticipated DBE Participation Statement," required to be submitted at this time? We will not know subcontractors, contract values, etc. at the time of qualifications submission.

ANSWER: It is required and is a best efforts requirement

6. Can I also get a clarification, after reviewing the RFQ bid documents. Is there a possibility for additional design firms to perform work for the subsequent design phases? We see ETM listed for site and civil on page 30 and 31 on the initial team chart. Will there be opportunity for survey, civil, and landscape architecture services from an additional team in coordination with the owners and architects?

ANSWER: The Construction Manager at Risk (CMAR) will be required to do its own surveying. All other design disciplines are being addressed by JAXPORT and tenant.

7. **Joint Venture: RFQ Page 1-5 and 1-6 And Section 4, Paragraph 4.02 items A, B, & C.** We, as locally headquartered businesses, plan to submit our response as a Joint Venture (JV) based on our combined previous relevant experience working with JAXPORT, JM Family, and Southeast Toyota. The JV has been formed specifically for the work of this contract. Please confirm that requirements for: form of business, registration, licenses, prior projects, audited financial records, bank references, etc. can be satisfied by including this information for each party to the JV.

As stated above the JV has just been formed and will not yet have this information as a JV entity.

ANSWER: If the Joint Venture has been formed at the time of submitting the response, and the appropriate information is filled out on Attachment J, then they would satisfy the requirements. If they are still awaiting a FEIN, but have filed the appropriate paperwork, that would also satisfy the requirements, they should just provide the appropriate documentation as a supplement. We would need to have official documentation to cross-reference prior to the award of a contract, if this Joint Venture were selected.

8. **Joint Venture: RFQ Page 1-5 and 1-6 And Section 4, Paragraph 4.02 items A, B, & C, Attachment J.** If an entity is submitting as a joint venture, will submission of the executed JV agreement be required in the "Required Forms and Documentation" section?

ANSWER: 1.04 Requirements for Statement of Qualifications, item 1. requires the name and signature of the proposer(s).

Please include Attachment J at the end of Section 4, 4.02, C, 1:

9. **Profit: RFQ Section 5 Page 4.** The last two sentences of the Referenced section of the RFQ states "Profit shall be applied only to direct labor plus overhead. No markup or profit will be paid on non-labor related job costs, reimbursables or on services provided by subconsultants or others." These sentences appear to be language that may be found in a RFQ for Architectural / Engineering Design services, but not for Construction Management Services. Please confirm that these two sentences will be deleted from the RFQ.

ANSWER: Revise section 5.03, item 6:

6. Negotiation with Successful Proposer:

After the award, the successful Proposer shall provide a schedule of proposed rates and costs prior to negotiations. These rates and costs will be used in the negotiation of fees and shall remain in effect throughout the length of this Agreement. Proposed overhead rates shall conform to Federal Acquisition Regulations as established by a governmental audit or certified by a certified public accountant. ~~Profit shall be applied only to direct labor plus overhead. No markup or profit will be paid on non-labor related job costs, reimbursables or on services provided by subconsultants or others.~~

10. **Executive Summary: RFQ Section 5 Page 2 Paragraph 5.02.A.1** The Referenced paragraph states "Briefly describe your Construction Manager, its history and why you believe your team qualifies for this project." This sentence appears to request three (3) items - a description of "Construction Manager" which seems to imply that the construction manager is a real person not a company, "it's history" which would seem to imply that we are to include a history of our company, and "why you believe your team qualifies for this project" which seems to imply that you are requesting information again on a company. Can this sentence be clarified?

ANSWER: Provide information only about company

Revise Section 5.02, A., 1. and replace with:

Briefly describe your Construction Management Company, its history, and why you believe your team qualifies for this project. Confirm that all elements of the RFQ have been reviewed and understood, including a statement of intent to perform the services as outlined and your commitment to the project (one (1) page max).

11. **Construction Manager Registration and Licenses: RFQ Section 4 Page 2 Paragraph 4.02.B.1** The sentence included in the referenced paragraph states "Proposer shall provide proof that it is a licensed engineer authorized to practice in Florida in compliance with Chapter 471, Florida Statutes." Can you please confirm that the Construction Manager is to be a person or entity licensed to do business in the State of Florida to provide Construction Management Services, as defined in Attachment F Page 2 Definition 5, and not a licensed Engineer?

ANSWER: Revise section 4.02, B., 1., and replace with:

Proposer shall provide proof that it is a **person or entity** licensed ~~engineer~~ authorized to ~~practice do~~ **business in the State of Florida to provide Construction Management Services.** ~~in compliance with Chapter 471, Florida Statutes.~~

12. **Required Documentation: RFQ Section 1 Page 6 Paragraph a of Required Documentation** The second sentence of the referenced paragraph states "Provide documentation showing that the proposing entity is authorized to do business in Florida and provide a copy of the license issued by the Department of Professional Regulation of the Lead Engineer who will manage the JAXPORT account." We believe that this request would be applicable to an RFQ for Engineering Services. However, since this RFQ is for Construction Manager at Risk Services can you please confirm that we are to provide a copy of our Contractor License issued by the State of Florida Department of Business and Professional Regulation?

ANSWER: Revise section 1.04, 2., a). and replace with:

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

13. **Responsibility of the Construction Manager: RFQ Attachment "F" Page 4 of 32 Paragraph 1.5.1** The first sentence of the referenced paragraph states that the Construction Manager is responsible for: professional certifications, technical accuracy and coordination of all calculations, designs, drawings, specifications, recommendations, and reports. The above items are all responsibilities of the Design Professionals and not the Construction Manager At Risk. Since the CMAR has no contractual relationship with the designer of record, CMAR will not be responsible for development of the above items. Please revise this paragraph to delete the above items from the responsibility of the CMAR.

ANSWER: Revise Attachment F, Section 1.5.1 and replace with:

The Construction Management Company shall be responsible for the ~~professional certifications, quality, technical accuracy, and the coordination of all calculations, designs, drawings, specifications, recommendations, reports,~~ inspections, surveys, change orders, and other services furnished by or through the Construction Manager under this Agreement. Without limiting any of its other obligations or liabilities the Construction Manager shall, and without additional compensation, correct or revise or cause to be revised any errors or omissions in its work and other services, and shall be responsible for any delay, disruption, or other damages consistent with the Construction Manager's responsibilities.

14. **Early Site Work Package: RFQ Section 1.02, Table 1:** Construction Start - Early Site Work Package of December 2022. Is the "December 2022" date a misprint? This is also noted the same in Article 3.03.

ANSWER: This is not a misprint. However, the timeline has altered and the Construction Management Company will be responsible for an early phase construction start of the ground improvement, earthwork, and foundation.

15. **CMAR Selection Process: RFQ Section 1.02, 3rd Paragraph:** Paragraph 3 references Section 287.055 Florida Statutes (dealing with selection of A/E firms) and the balance of the paragraph is written around Design Team. Will this be corrected to relate to a CMAR procurement?

ANSWER: Revise and replace section 1.03, paragraph 3:

The CMAR selection process will be in accordance with Section ~~287.055~~ 255.103, Florida Statutes, ~~as amended, the Consultant's Competitive Negotiation Act (CCNA)~~ based on information provided by Proposers SOQs and, if shortlisted, subsequent, oral presentations/interviews, **if required.**

16. **Page Count: RFQ Section 1.04:** RFQ notes that the cover letter and TOC are included in the 20 page limit; however, in Article 5.03, it notes the cover letter is not included in the 20 page limit. Please clarify.

ANSWER: The cover letter and table of contents do not count towards the 20-page limit.

Revise section 1.04, paragraph 2 and replace with:

All SOQ's shall be a maximum of twenty (20) 8-1/2-inch x 11-inch single-sided pages. The required documentation in Section 4 is not a part of the twenty (20) pages maximum. Respondents can include one (1) single-sided 11-inch x 17-inch "z-fold" in the SOQ submittal. The "z-fold" will be counted as **one (1) two (2) pages**. Cover Letter and Table of Contents ~~included~~ **excluded**. Front and Back covers and Tabs are not counted. Text shall be a minimum font size of twelve (12) on all text and tables.

17. **Required Documentation: RFQ Section 1.04:** Sub-paragraphs 1 & 2 do not address a joint venture. Same for the "Required Forms and Documentation". How do you want a joint venture to address this documentation request?

ANSWER: If the company is responding as a joint venture, please indicate both companies in the SOQ

18. **Lead Engineer Requirement: RFQ Section 1.04** Paragraph 2.a) mentions "Lead Engineer". Is this correct?

ANSWER: Revise section 1.04, 2., a) and replace with:

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

19. **Use of 11"x17" z-folder: RFQ Section 1.04** It is noted that respondents can include (1) single sided 11x17 z-fold which will count as two pages. The only submission requirement that is suited to an 11x17 z-fold is the organization chart; however, per Article 5.02 E.1, respondents are limited to a one-page organization chart. Can the org chart be an 11x17 z-fold counted as one page?

ANSWER: Yes. Revise section 5.02, E., 1. and replace with:

Provide an organizational chart for the team structure you propose for preconstruction and construction services. Include the names and roles of the individuals you propose for each position. **(one (1) page maximum, any 11x17 z-fold included here will be counted as one page)**

Revise section 1.04, paragraph 2 and replace with:

All SOQ's shall be a maximum of twenty (20) 8-1/2-inch x 11-inch single-sided pages. The required documentation in Section 4 is not a part of the twenty (20) pages maximum. Respondents can include one (1) single-sided 11-inch x 17-inch "z-fold" in the SOQ submittal. The "z-fold" will be counted as **two (2) one (1) pages**. Cover Letter and Table of Contents ~~included~~ **excluded**. Front and Back covers and Tabs are not counted. Text shall be a minimum font size of twelve (12) on all text and tables.

20. **Hourly Rates: RFQ Section 2.08** Concerning the first two paragraphs - Are the rates and hours noted here just for pre-construction services provided by the CMAR?

ANSWER: Do not include any rates in your SOQ. In accordance with Section 2.08, rates and hours will be negotiated

21. **DBE Goals: RFQ Section 2.18** There are several conflicting statements about the DBE goal for the project. This article references FDOT goal for FY2023 which is 10.65%. Article 3.07.01 mentions Jacksonville SBE goal of 20%. A third percentage was mentioned in the pre-submittal meeting. Which is the correct participation percentage?

ANSWER: There is no DBE percentage requirement. It is a best-effort project.

22. **Contingency Fees: RFQ Section 2.19** This paragraph is written around a design professional and not a CMAR. Will it be revised?

ANSWER: Revise and replace section 2.19 and Article 9.3 of Attachment F:

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

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

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

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

23. **Project Schedule: RFQ Section 3.16** Please verify that the 15 months duration noted in this article refers only to the onsite construction activities and does not include pre-construction.

ANSWER: September 2023-February 2025 is the expected construction time line. 16 months of construction and 2 months of post construction)

24. **Licensed Engineer: RFQ Section 4.03B** Please verify the need to provide proof of "licensed engineer". This would seem to be a requirement for the design firm and not the CMAR.

ANSWER: Revise and replace section 4.02, B., 1.:
(See Question 11)

25. **CMAR Experience: RFQ Section 4.02A** Can projects be used past the ten (10) year threshold if they are projects of similar scope and performed directly for Southeast Toyota (SET)?

ANSWER: Yes.

26. **Joint Venture: RFQ Section 4.02C** - Does the Joint Venture need to be fully established (ie. licensed) to present a response as a JV entity to this RFQ, or is it acceptable to have a fully executed agreement in place to provide a valid response?

ANSWER: If the Joint Venture has been formed at the time of submitting the response, and the appropriate information is filled out on Attachment J, then they would satisfy the requirements. If they are still awaiting a FEIN, but have filed the appropriate paperwork, that would also satisfy the requirements, they should just provide the appropriate documentation as a supplement. We would need to have official documentation to cross-reference prior to the award of a contract, if this Joint Venture were selected.

27. **Selection Committee:** Has the selection committee members been solidified? Will that list be provided?

ANSWER: The Evaluation Committee members are still to be determined. No list is provided.

28. **Site Attendees:** Is the list from the site visit attendees being provided

ANSWER: Yes, see attached.

29. **Overall Project Team: RFQ Section 1-3** Per the project organizational chart showing the contractual and working relationships, it shows that JAXPORT will have a direct contractual relationship with the "Bldg. Geo Site Improvements"; However, it was stated on the pre-submittal call on January 6, 2023, that the pile contractor would be assigned to the CMAR. Please clarify this conflict on who has the contractual relationship with the pile contractor.

ANSWER: The pile contractor will be bid and selected by JAXPORT and assigned to the CMAR.

30. **Overall Project Team: RFQ Section 1-3** The Owner's representative for SET is shown to be CMS Group. No Owner's representative is shown between JAXPORT and the CMAR Firm. Will JAXPORT have an Owner's representative on site to oversee the CMAR on behalf of JAXPORT?

ANSWER: Yes.

31. **Contingency: RFQ Section 3.0707 GMP Development** GMP proposal to include contingency. In earlier section of the RFQ it states that contractor is to develop risk register and that this will be the only means of

Attachment No. 1

contractor contingency. Please confirm if there will be contractor contingency & risk register and if only risk register, will this risk register be made part of the GMP contract amount or kept outside the contract where the contractor would have to obtain a change order to use the risk register money.

ANSWER: Risk register will identify potential contingency expenditures. The overall project contingency will be developed with the CMAR contract during the preconstruction phase and included in the GMP.

32. **Insurance: RFQ Attachment G** The RFQ states that Subcontractors are required to obtain insurance of the types specified in the agreement for CMAR. Please verify subcontractors can have lower limits as the stated limits for CMAR will preclude many sub-contractors from participating?

ANSWER: Subcontractor insurance requirements will be determined with the successful responder during contract negotiations.

33. **Concealed Conditions: RFQ Section 3.2** The CMAR will be provided various information related to the job. With this site and its uncertain history, please confirm that the CMAR can rely upon the information provided and is not responsible for any unknown or concealed conditions without an equitable adjustment to the contract.

ANSWER: That is correct.

34. **Required Documents: Attachments** Per the RFQ, the only required attachments noted to be submitted with our response are A and J. Please advise if Attachments B-E are required to be submitted too. If so, please confirm they are to be submitted in the separate section "Required Forms and Documentation".

ANSWER: Section 1.04 – Requirements for Statement of Qualifications, section 2, items a-l, lists the required documentation, including attachments B, C, D, E, and J. Section 2.03 and 4.02, E. notes requirements for attachment A. Section 3.15 notes requirements for attachment G. Please submit in the separate section "Required Forms and Documentation."

35. **Error, Conflict, or Omission: RFQ Section 1.5.3, Attachment F** Under Section 1.5.3, if during any stage of the project an error, conflict or admission is encountered in testing documents under the responsibility of the CMAR, the authority should direct the CMAR to correct the said error, conflict, or omission at no additional cost to the authority. Since the CMAR is not responsible for design, please confirm the statement of CMAR being responsible for correction with no compensation is not applicable under these parameters.

ANSWER: The CMAR will not be responsible for design errors. CMAR will be responsible for construction errors or omissions.

36. **Pre-submittal Meeting:** Per the pre-submittal meeting on 1/6/2023, the question was asked if funding/financing was in place for this project. The response by JAXPORT is that funding is in place for this project. Does the funding that is in place require any compliance with either Buy America or Buy American requirements?

ANSWER: No.

37. **Certified Payroll:** Will this project require certified payroll?

ANSWER: This project does not require certified payroll.

38. **Disputes: RFQ Section 2.2.5, 13.1** Per these sections, if there is a dispute, a decision of the Owner will be binding on the CMAR. Please confirm that the decision is binding for CMAR to perform, but CMAR can still make a claim if the CMAR disagrees.

ANSWER: Yes.

39. **Indemnity: RFQ Page 2-4, Paragraph 2.16 (a) and Attachment "F" Section 5.1.1 (a)** Please confirm that the indemnity the CMAR is to provide in the referenced portions of the documents does not apply to any environmental conditions not caused by the CMAR or entities working for the CMAR?

ANSWER: That's correct.

40. **Environmental Indemnity: RFQ Page 2-4, Paragraph 2.16 (b) and Attachment "F" Section 5.1.1 (b)** Please confirm that the indemnity the CMAR is to provide in the referenced portions of the documents does not apply to any environmental conditions not caused by the CMAR or entities working for the CMAR

ANSWER: That's correct.

41. **Intellectual Property Indemnity: RFQ Page 2-4, Paragraph 2.16 (c) and Attachment "F" Section 5.1.1 (c)** Please confirm that the indemnity the CMAR is to provide in the referenced portions of the documents only applies to the extent CMAR, and not others, specified the use of the Intellectual Property.

ANSWER: That's correct.

42. **Revision of Design Documents: RFQ Attachment "F", Page 22 of 32, Paragraph 5.4.2.2 and 5.4.2.3** The referenced paragraph states "Should the Construction Managers initial or any subsequent estimate exceed funding currently budgeted and known to the construction manager the construction manager shall, upon the written directive of the authority, modify the design documents to bring the anticipated cost of the construction in-line with available funding." Understanding that the CMAR has no contractual relationship with the design professionals that are developing the design, and no control over the authorities budget, please revise the above sentence to read "Should the Construction Managers initial or any subsequent estimate exceed funding currently budgeted and known to the construction manager the construction manager shall, upon the written directive of the authority, work with the designers and the authority to develop value engineering ideas to help bring the cost of construction in line with the authorities budget. The cost of the redesign shall be borne by the design team." Please revise paragraph 5.4.2.3 similarly.

ANSWER: Revise and replace RFQ Attachment F, Article 5, 5.4.2.2 and 5.4.2.3

5.4.2.2 *Should the Construction ~~Manager's~~ Management Company's initial or any subsequent estimate exceed funding currently budgeted and known to the Construction Management ~~Company~~, the Construction Management ~~Company~~ shall, upon the written directive of the Authority, work with the designers and the authority to develop value engineering ideas to help bring the cost of construction in line with the budget. ~~modify the design documents to bring the anticipated cost of the construction in-line with available funding.~~ The cost of the redesign will be between the owner and the design team.*

5.4.2.3 *It is understood and agreed that the Authority shall be entitled to rely upon the Construction Management ~~Company~~'s final estimate as a reasonably accurate indicator of the Project bids to be received. In the event, that bids are received in a timely and reasonably competitive environment and the lowest responsive bidder exceeds the Construction Management ~~Company~~'s final estimate by 10 percent or more, at the sole discretion of the Authority, the Construction Management ~~Company~~ shall upon written direction of the Authority, work with the designers and the authority to develop value engineering ideas to help bring*

the cost of construction in line with the budget. ~~modify the design documents for rebid in order to bring the Project cost in line with available funding.~~ The cost of the redesign will be between the owner and the design team.

43. **Prohibition Against Contingency Fees: RFQ Attachment "F", Page 23 of 32, Paragraph 9.3** The referenced paragraph appears to apply only to Architectural, Engineering, and surveying contracts and does not apply to CMAR contracts. Please modify or delete the referenced paragraph.

ANSWER: Revise and replace section 2.19 and Article 9.3 of Attachment F:
(Refer to Cover Page, Item No. 14)

44. What is the schedule to start and how many months to complete the project?

ANSWER: This information is in the RFQ. Expected award of CMAR contract is March/April.
Preconstruction: 6-7 months, Construction Phase 1: early start with horizontal and ground improvements / foundations (for the Accessory building): 6 months, Construction Phase 2: All vertical construction:16 months, Post Construction: project close out 2-3 months.

45. What is the budget for the project?

ANSWER: Construction Cost is expected at this time to be between 70 and 80 million dollars

46. Is all financing in place?

ANSWER: Yes

47. Is project entitled?

ANSWER: Unsure of what is being asked. All requirements for the project to proceed are in place.

48. Who is the architect?

ANSWER: Also answered in the RFQ - KASPER Architecture and England Thims and Miller the Civil Engineer

49. Are all Civil designs plans in place?

ANSWER: no, but in progress

50. Are you looking for the CM to handle the civil design?

ANSWER: No. A civil firm is preparing the civil plans. These plans are to be reviewed by the CMAR firm and provide comments to the civil firm as part of the pre-construction services.

51. What is the construction timeline for the project?

ANSWER: see RFP and answer above

52. Do you have a start and end date?

ANSWER: see RFP and answer above

