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May 29, 2020

**ADDENDUM NO. 01**

**TO  
SPECIFICATIONS AND CONTRACT DOCUMENTS  
FOR  
REQUEST FOR QUALIFICATIONS  
CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES  
JPA CONTRACT NO. AE-177C**

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

**PHYSICAL CHANGES TO CONTRACT SPECIFICATIONS**

**Item No. 1**

Reference page 9 of the RFQ, **Professional Liability**, 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 occurrence, and in the aggregate **DELETE** in its entirety and **REPLACE** with "The minimum limits to be maintained by the Proposer / Consultant (inclusive of any amounts provided by an umbrella or excess policy) shall be \$2,000,000 per occurrence, and in the aggregate." (See Attachment No. 3)

**Item No. 2**

Reference Page 40 of the RFQ, 4.02 REQUIRED FORMS AND DOCUMENTATION, paragraph A.) **Consultant Firm's Contact Information and Experience**, "...a minimum of ten (10) years of experience..." **DELETE** in its entirety and **REPLACE** with "a minimum of five (5) years of experience..."

**Item No. 3**

Reference Page 43 of the RFQ, 5.02 SELECTION CRITERIA, paragraph A.) **Personnel Qualifications and Experience, Team Members**, **DELETE** "...and the back-ups for each..." in its entirety; Page 44 of the RFQ "...a minimum of ten-years (10) of experience..." **DELETE** in its entirety and **REPLACE** with "...a minimum of five (5) years of experience..."; and Page 45 of the RFQ "...a minimum of ten-years (10) to fifteen-years (15) of experience..." **DELETE** in its entirety and **REPLACE** with "...a minimum of five (5) years of experience..."

**Item No. 4**

Reference Page 41 of the RFQ, 4.02 REQUIREMENTS FORMS AND DOCUMENTATION, paragraph C) **Prime Consultant Firm Financial Responsibility**, paragraph 4), "An audited financial audit report prepared by an independent Certified Public Accountant in accordance with auditing standards issued by AICPA for the Proposer's most recently complete fiscal year". **DELETE** in its entirety and **REPLACE** with "Firm's most recent financial statements prepared by an independent third party Accountant".

**Item No. 5**

Reference page 47 of the RFQ, **5.02 SELECTION CRITERIA**, paragraph F. **An overall willingness to meet both time and budget requirements for the project – (15 points maximum score) DELETE** in its entirety and **REPLACE** with **“REVISED” Paragraph F. (See Attachment No. 4).**

**ATTACHMENTS TO CONTRACT SPECIFICATIONS**

**ATTACHMENT No. 1**

The Minutes of the Pre-Submission Conference held on Tuesday, May 19, 2020 at 10:00 AM

**ATTACHMENT No. 2**

Response to questions received via e-mail and during Pre-Submission Conference

**ATTACHMENT No. 3**

**“REVISED”** ATTACHMENT “G” Required Limits of Insurance

**ATTACHMENT No. 4**

**“REVISED”** SECTION 5.02, SELECTION CRITERIA, Paragraph “F”

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

Addendum #1, 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.

**PRE-SUBMISSION MEETING MINUTES**  
**JPA Contract: AE-177C**  
**Construction Management and Inspection Services**

**Date:** Tuesday, May 19, 2020

**Time:** 10:00 AM

Good morning! It is now **10:00 AM** on **May 19, 2020** and the Pre-Submission Meeting for JPA Contract No. **AE-177C Construction Management & Inspection Services** will now begin. In an effort to slow the spread of the Covid-19 virus and to encourage social distancing, Governor DeSantis issued Executive Order 20-69, as extended, allowing local governments to hold public meetings using communications media technology rather than in a physical location. In keeping with the Executive Order, this meeting is being held via "GoToMeeting" teleconference which allows interested persons to view and participate remotely.

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

We will begin the meeting by introducing JAXPORT Staff Members:

**JAXPORT STAFF IN ATTENDANCE:**

Name: Sandra Platt	Title: Sr. Contract Specialist
Name: Jackie Glass	Title: Director, Procurement Services
Name: Retta Rogers	Title: Manager, Procurement Services
Name: James Bennett	Title: Sr. Director, Engineering & Construction
Name: Marvin Grieve	Title: Director, Project Management
Name: Brian Williams	Title: Coordinator, SEB Programs
Name: Jerrie Gunder	Title: Contract Specialist
Name: Beth McCague	Title: Chief Financial Officer
Name: Cliff Baker	Title: Director, Engineering & Construction

**IDENTIFY MEMBERS OF PUBLIC ATTENDEES**

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

Ed Morales, Jr., Morales Consulting  
Christina Yero, AE Engineering  
Steven Davis, C&ES  
Jamie Gregory, Taylor Engineering  
James Daniel  
Bart Ciambella  
Amy Fu  
Nancy Debs  
Cory Nichols, AE Engineering  
Karle Maye  
Gabe Brown  
Rod Myrick

**Instructions for all participants/members of the public –**

- i. To avoid any microphones transmitting sounds that causes feedback, echoes or sounds that will otherwise cause a disruption to this meeting, participants (regardless of how they are accessing this meeting) are asked to keep their microphones on "mute" at all times when *not* speaking. PLEASE TAKE A MOMENT AND "MUTE" YOUR MICs FOR THIS MEETING.
- ii. Any individual who wishes to speak, should "unmute" their microphones and wait to be recognized by the host before speaking.
- iii. When called upon, please announce your name and the company you are representing.
- iv. Each person speaking should do so clearly and slowly to ensure they are heard and understood for recording purposes and by other participants and attendees.

**Key Dates:**

- **Questions:** Any questions after the meeting must be e-mailed with the **SUBJECT: AE-177C** to my attention at [sandra.platt@jaxport.com](mailto:sandra.platt@jaxport.com). Please do not send questions to anyone else. The deadline to submit questions by e-mail is: **Tuesday, May 26, 2020 at 2:00 PM (EST)** After that time no questions will be answered concerning this RFQ.
- **Proposals Due: Wednesday, June 17, 2020, at 2:00PM (EST).** Statements of Qualifications and all required supplemental material listed in **Section 4.01 and 4.02**, must be submitted in **PDF Format Only** through E-Builder. SOQ's and supplemental documents submitted through Email or Fax will not be accepted or considered. **Until further notice, JAXPORT is *not* accepting any SOQ packages submitted by Mail or Hand-Deliveries due to the current COVID-19 situation. Please visit the JAXPORT's website at [www.jaxport.com](http://www.jaxport.com) for more information and updates.**

The PDF file name should read "**AE-177C Construction Management and Inspection Services**"

**REQUEST FOR QUALIFICATION DOCUMENTS**

The Request for Qualifications document can be obtained from our website: <https://www.jaxport.com/procurement/active-solicitations/>. If you should have any questions regarding the solicitation package, please submit them **by e-mail to Sandra Platt, Sr. Contract Specialist at: [sandra.platt@jaxport.com](mailto:sandra.platt@jaxport.com) or through E-Builder.**

- **Acknowledgment of Addenda** *(It is mandatory that the proposer acknowledge all addenda, the system will not allow you to submit your proposal until the addenda is acknowledged).*
- **Qualifications and Submission Process (See Section 1.03)**
- **Requirements for Statement of Qualifications (See Section 1.04)**
- **Evaluation Criteria (See Section 5.01)**
- **Term of Agreement (2.10 – three (3) years with two (2) one (1) year renewal options, page 14)**
- **SEB Set-aside Participation Goal (2.18 – 100%)**  
**This contract is set-aside for participation of Small and Emerging Businesses (SEB's) only.**  
Small and Emerging Business must include any of the following certifications: JSEB, MBE, WBE, DBE, and/or SBA.
- **Schedule of Events (See Section 1.05)**
- **Scope of Services Overview (Section 3)**
- **Ex-Parte Communications Prohibited (See Section 2.26)**

- **Questions & Answers**

**SEB Requirements:** Mr. Brian Williams, Coordinator, SEB Programs, addressed the requirements for the 100% Small Emerging Business (SEB) Set-Aside goals.

**Scope of Services:** Mr. James Bennett, Sr. Director, Engineering and Construction gave an overview of the Scope of Work as outlined in the specification documents.

**Question & Answers:** Questions asked during the meeting were addressed, however, it was stated that questions should be sent via email submission to [Sandra.Platt@jaxport.com](mailto:Sandra.Platt@jaxport.com) and will be answered via Addendum.

1. As it relates to Small Business subcontracting requirements
2. Clarification of Minimum ten (10) years experience in Civil Engineering as addressed on page 44 of the solicitations documents.

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

There were no additional questions.

Thank you for your participation and we look forward to your proposal submission.

Meeting adjourned.

Prepared by: ***Sandra Platt, Sr. Contract Specialist***



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## REQUEST FOR QUALIFICATIONS

### JPA CONTRACT NO. AE-177C CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES

#### RESPONSE TO QUESTIONS

1. Would JaxPort consider modifying the firms to cite 5-7 inspection projects related to the maritime industry instead of experience with engineering in the maritime industry since this is a CEI contract?

**ANSWER:** The contract includes inspection of landside and marine facilities and provision of CEI (Construction Engineering and Inspection) services for construction projects to be designated by JAXPORT. Inspection services related to marine facilities are considered engineering in the marine industry. Experience related to the specific responsibilities for this contract will be considered in scoring the submittals.

2. Would JaxPort consider changing the Professional Liability Insurance from \$5MM per occurrence to \$1MM single per occurrence and \$2MM aggregate considering that this is a minority set-a-side RFQ and most minority firms do not carry \$5MM in Professional Liability?

**ANSWER:** The insurance requirements have been revised. Please refer to Physical Changes to Contract Specifications, Item No. 1. (Attachment No. 3)

3. Is this a CEI Contract or Condition Assessments Contract?

**ANSWER:** This contract includes the inspections (condition assessment) of landside and marine facilities (which include buildings, wharfs, and any other facilities on a marine terminal) as well as Construction Engineering and Inspection services for projects under construction. All inspections and/or CEI services will be on an as-needed basis as determined by JAXPORT.

4. What will the majority of the project be?

**ANSWER:** Inspection of landside and marine facilities predominates; However, consultant should have the ability to provide CEI services when needed by JAXPORT.

5. How many contracts will be awarded?

**ANSWER:** One or more

6. Can subs be other than JSEB, MBE, WBE, DBE and or SBA type companies to function under the Prime?

**ANSWER:** Yes, but payments to these subconsultants will not count as small business expenditures.

7. Are Inspectors required to have a PE license? (page 45). How many years of experience do the Inspectors need? 0-10 per Attachment F or a minimum of 10 per page 45?

**ANSWER:** A minimum of five (5) years of experience will be required for all inspection services. These inspections should be under the direction of a Florida registered Professional Engineer as signed and sealed reports will be required for each inspection.

8. Page 44 states "Consultant Firm must have a minimum of 10-15 years of experience in professional Civil Engineering Consulting and Design", Page 45 states "Prime Consultant Firm must have a minimum of 10 years of experience in professional Project Management and Inspection Services". Please clarify.

**ANSWER:** A minimum of five (5) years of experience in project management and CEI will be required for the prime and for all Professional Engineers signing and sealing inspection reports, regardless of whether they are the prime or a sub-consultant to the prime. **(See Addendum No. 01, Item No. 3)**

## **“REVISED” REQUIRED LIMITS OF INSURANCE**

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The minimum amounts of insurance (inclusive of any amounts provided by an umbrella policy) shall be as follows:

### **1. WORKERS' COMPENSATION/EMPLOYERS' LIABILITY**

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

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

- \$100,000 (Each Accident)
- \$500,000 (Disease-Policy Limit)
- \$100,000 (Disease-Each Employee)

### **2. COMMERCIAL GENERAL LIABILITY**

The limits are to be applicable only to work performed under this contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 01) to a Commercial General Liability Policy with the following minimum limits:

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury, Each Occurrence	\$1,000,000
Bodily injury and Property Damage (each occurrence)	\$1,000,000

Owner shall be included as an additional insured under the CGL policy for both ongoing and completed operations. ISO additional insured endorsement CG 20 10 10/1 addition date (for ongoing operations) and CG 20 37 10/1 addition date (for completed operations), or substitute endorsements providing equivalent coverage, will be attached to Contractors CGL.

### **3. BUSINESS AUTO POLICY**

ISO Form Number CA 00 01 covering any auto (code 1), or if contractor has no owned

## **REQUIRED LIMITS OF INSURANCE**

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autos, hired (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

### **4. UMBRELLA LIABILITY**

**\$2,000,000 per Occurrence**

**\$2,000,000 Aggregate**

The umbrella coverage will need to have drop down insurance coverage for workers' compensation, commercial general liability and auto coverage.

### **5. PROFESSIONAL LIABILITY**

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

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

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

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

The contractor's CGL coverage will be primary and non-contributory.

A waiver of subrogation is required for Workers Compensation, GL, and Auto Liability. Contractor waives all rights against Owner and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by any of the policies of insurance maintained pursuant to this Subcontract. Provide the risk

## **REQUIRED LIMITS OF INSURANCE**

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manager with a blanket waiver of subrogation endorsement certificate.

Prior to commencing Work, Contractor shall furnish Owner with certificates of insurance, and copies of additional insured endorsements, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below.

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

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

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

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

**“REVISED” SECTION 5 – 5.02 SELECTION CRITERIA; PARAGRAPH “F”**

**F. AN OVERALL WILLINGNESS TO MEET BOTH TIME AND BUDGET REQUIREMENTS FOR THE PROJECT - (15 POINTS MAXIMUM SCORE)**

In an effort to remain consistent with Chapter 287, Florida Statutes, responding to this evaluation criterion necessitates that the Consultant Firm include statements and references demonstrating that the Consultant met both time and budget requirements on projects of similar size and scope that were completed by the Consultant within the past three-years (3) and that the Consultant is meeting both time and budget requirements on projects of similar size and scope that are currently being performed by the Consultant.

As part of its response to this evaluation criterion, the Consultant:

1. must submit an expressed statement of its overall willingness to meet both time and budget requirements for the project in question; and
2. should submit, without limitation, project narratives, schedules, cost and fee summaries and owner references for any Reference Projects.

During contract negotiations, successful proposers will be required to provide a Schedule of Proposed Rates. Such rates and costs will be used in the negotiation of fees and shall remain in effect throughout the length of the contract, except such rates may be adjusted when an amendment to the original agreement is being negotiated; provided any increases in rates shall not exceed actual increases in the CPI since the date of response to the RFQ. Unless specifically identified otherwise on the form, rates for sub consultants also shall not exceed those shown on the form.

Proposed overhead rates shall conform to Federal Acquisition Regulations as established by a governmental audit or certified to by a Certified Public Accountant. Profit rate shall be applied only to direct labor plus overhead. No markup or profit shall be paid on non-labor related job costs, reimbursables or on services provided by sub consultants or others.