

REQUEST FOR QUALIFICATIONS

RFQ No. AE-1830



TERMINAL DEVELOPMENT FOR SET

RFQ DUE DATE: THURSDAY, FEBRUARY 2, 2023, 2:00 PM (EST)

Sandra Platt, Sr. Contract Specialist

Sandra.Platt@JAXPORT.com

PROCUREMENT SERVICES

2831 Talleyrand Avenue, Jacksonville, Florida 32206

[JAXPORT.com/procurement/active-solicitations](https://www.jaxport.com/procurement/active-solicitations)

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- E. SET Fuel Island SD 10-14-22**
- F. SET Longshoreman Restroom SD 10-14-22**
- G. SET Operations Support SD 10-14-22**
- H. SET Security Kiosk SD 10-14-22**
- I. SET Trucking Restroom SD 10-14-22**
- J. SET Blount Island Combined Building Narratives SD 10-14-22**

NO BID RESPONSE

TERMINAL DEVELOPMENT FOR SET

RFQ NO. AE-1830

PROJECT: TERMINAL DEVELOPMENT FOR SET

BID OPENING DATE: Thursday, February 2, 2023 TIME: 2:00 PM (EST)

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

NAME OF FIRM: _____

We are unable to submit an RFQ for this project for the following reasons:

SIGNATURE: _____

TITLE: _____

TELEPHONE: ()

We () are / () are not interested in submitting an RFQ for similar JAXPORT projects in the future.

**REQUEST FOR QUALIFICATIONS
TERMINAL DEVELOPMENT FOR SET
JACKSONVILLE PORT AUTHORITY
CONTRACT NO.: AE-1830
PUBLIC NOTICE**

JAXPORT requests Statements of Qualifications (SOQs) from Construction Managers interested in providing Terminal Development for SET for JAXPORT.

JAXPORT will request proposers provide Construction Manager at Risk (CMAR) services during the design and construction of the Southeast Toyota – Blount Island Automotive Distribution Facility. The CMAR will provide pre-construction phase services such as constructability reviews, construction phase sequencing, coordination, alternatives evaluations, cost estimating and cost control (value engineering) services, project schedule development, and preparation and submission of a Guaranteed Maximum Price (GMP) proposal for construction phase services.

Submission of a SOQ does not guarantee your company will receive a contract from JAXPORT, nor does it imply that your company has any type of procurement/contractual relationship with JAXPORT now or in the future. Information provided by your company will be treated in a reasonable manner and will be subject to disclosure pursuant to the laws of the State of Florida.

Concurrent with this policy, JAXPORT conducts its procurement activities and formal bid processes in a competitive environment that fosters equal opportunity for qualified companies to provide services that meet our requirements.

A mandatory Pre-Submission Meeting will be held on **Friday, Jan. 6, 2023 at 10:00 AM (EST)**, via “Zoom” at <https://us02web.zoom.us/j/87253618621?pwd=d29xVnZZb1VxWEFPRDZSZE5hUkRjZz09>, **Meeting ID: 872 5361 8621, Passcode: 057351**. Attendance is required for any firm that may be considering submitting their Statement of Qualifications.

ALL STATEMENTS OF QUALIFICATIONS WILL BE RECEIVED BY JAXPORT
IN PDF FORMAT ONLY THROUGH E-BUILDER
PRIOR TO 2:00 PM (EST), ON THURSDAY, FEBRUARY 2, 2023

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

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

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

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

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

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

JAXPORT's three marine terminals handled more than 10 million tons of cargo in 2022, and approximately 1.3 million TEUs (containers) – making Jacksonville the largest container handling port in Florida – and 555,000+ vehicles, ensuring JAXPORT's ranking as one of the top vehicle ports in the U.S.

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

Cargo activity through the Port of Jacksonville generates 138,500 jobs in Florida and supports nearly \$31.1 billion in annual economic output for the region and state.

JAXPORT's Vision

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

JAXPORT's Mission

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

1.02 PROJECT BACKGROUND

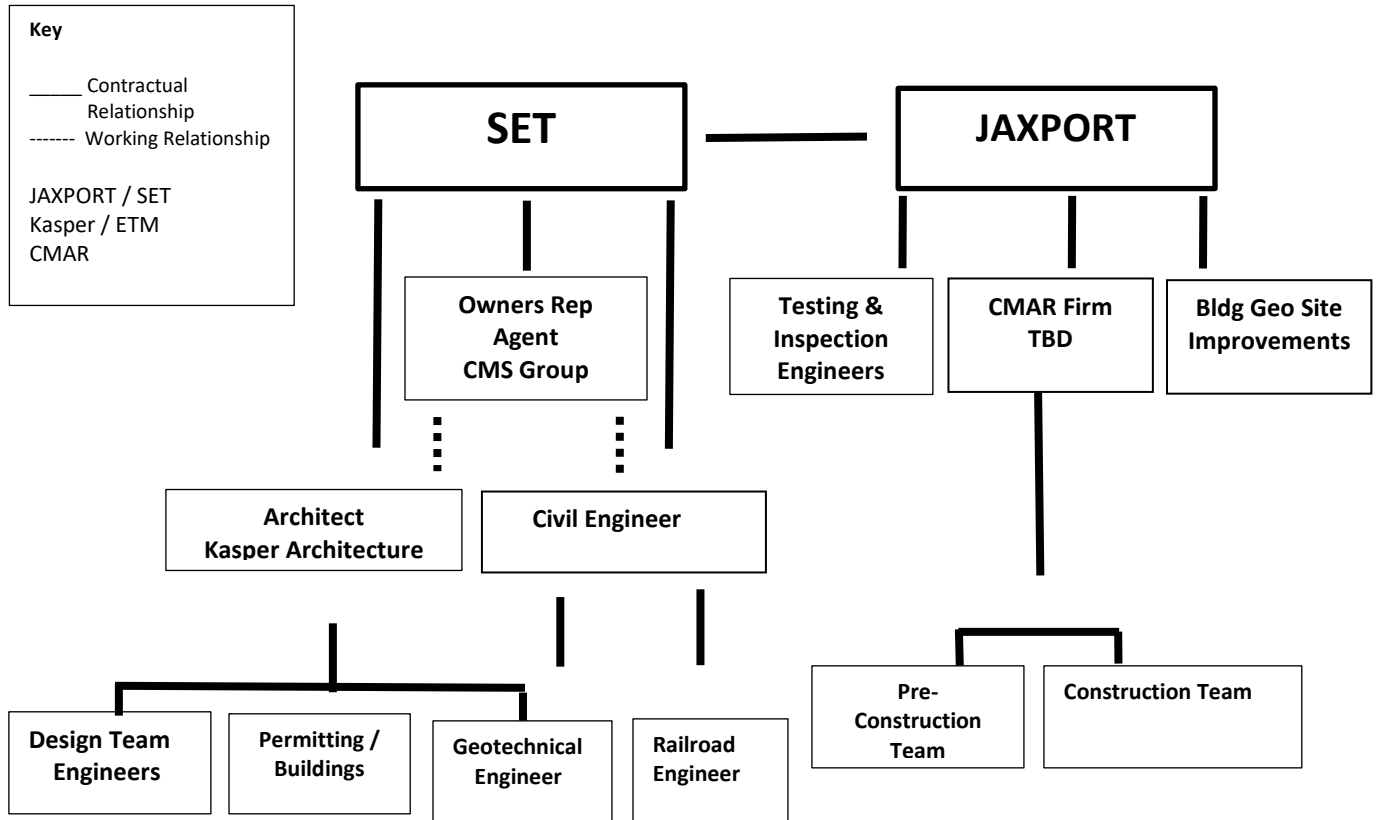
The JAXPORT Project Management Team is soliciting Statements for Qualifications (SOQs) from interested and qualified Proposers to provide Construction Manager at Risk (CMAR) services during the design and construction of the Southeast Toyota – Blount Island Automotive Distribution Facility, hereby referenced as the "Project" or the "Work". The initial scope of work will consist of pre-construction phase services such as constructability reviews, construction phase sequencing, coordination, alternatives evaluations, cost estimating and cost control (value engineering) services, project schedule development, and preparation and submission of an "open-book" Guaranteed Maximum Price (GMP) proposal for construction phase services.

The contract shall be amended to include the construction phase services following negotiation of a mutually acceptable GMP. The contract may be amended to include construction phase services in multiple phases. During the construction phase, the CMAR shall serve as the single point of responsibility for the construction of the work in strict accordance with the contract documents.

Engineering and Design Services for the Project will be performed by the Design Team, led by ETM Engineering (site civil) and Kasper Architecture (building design). The Construction Manager will collaborate with the Design Team during the Pre-Construction Phase to facilitate constructability, cost control, scope management, temporary works planning and design, and other project elements as fully described in this scope of services.

The Construction Manager, Design Team, and JAXPORT Project Management Team have a common goal to design and, with JAXPORT Project Management Team's approval, construct a quality project meeting JAXPORT Project Management Team's needs, within JAXPORT Project Management Team's schedule, at a reasonable and appropriate cost to JAXPORT Project Management Team, and with a reasonable and appropriate fee for the Construction Manager.

The Construction Manager will collaborate with the Design Team throughout the Pre-Construction Phase and provide input to the design pertaining to constructability, means and methods, sequencing, temporary works, cost and schedule to prepare for successful execution of the construction of this Project. The Design Team will prepare final, coordinated Construction Documents that detail the proposed Project.



The Construction Manager will also collaborate with the Design Team throughout the Construction Phase for services that may be contracted to provide including all requests for information, and review and approval of all payment applications, material and equipment submittals, shop drawings submittals, record drawings, start-up, substantial completion, final completion, change management, construction observation or owner's representative agent oversight and coordination/planning of all site activities.

The Project milestones are subject to modification due to permitting and final phasing plans as determined by the successful CMAR. (See attached Appendix B).

Table 1.

Milestone	Completion Month
Design Team Notice to Proceed (NTP)	May 2022
10 % Design	October 2022
30 % Design	December 2022
60 % Design	February 2023
90 % Design	March 2023

100 % Design	June 2023
Building and Site Permitting	August 2023
Construction Start - Early Site Work Package	December 2022
Construction Start - Remaining Work Package	September 2023
Construction Completion	February 2025

1.03 QUALIFICATION AND SUBMISSION PROCESS

The procurement of the Construction Manager at Risk Services for the **Terminal Development for SET** for JAXPORT will follow a phased selection process consisting of submission of SOQs in response to this advertisement. Submittals will be reviewed and evaluated based on minimum requirements and then qualifications to perform the services required. At JAXPORT’s discretion, at least three Proposers may be invited to make oral presentations/interviews prior to final selection. Such oral presentations/interviews will be scheduled at JAXPORT’s convenience. JAXPORT will not be liable for any costs incurred in connection with such oral presentations/interviews. JAXPORT is not required to contact a Proposer to obtain additional information to evaluate the SOQ’s; however, JAXPORT may elect to do so. JAXPORT will make an award based on the Proposer’s ability to meet JAXPORT’s needs and requirements, based on the Evaluation Criteria as shown on Section 5.01, and 5.02 of this RFQ.

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

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.

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

1.04 REQUIREMENTS FOR STATEMENT OF QUALIFICATIONS

Interested Proposers shall prepare and electronically submit SOQ packages consisting of proposer Requirements as listed below and SOQs shall be prepared simply and economically avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete, accurate and reliable presentation. All information requested must be submitted.

All SOQ’s shall be a maximum of twenty (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.

Statements of Qualifications and all required supplemental material listed in **Section 4.01**, must be submitted in **PDF Format Only** through E-Builder. SOQs 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 JAXPORT’s website at www.jaxport.com for more information and updates.**

The PDF file name should read **“RFQ AE-1830”**

**SOQS MUST BE SUBMITTED THROUGH E-BUILDER,
PRIOR TO 2:00 PM (EST) ON THURSDAY, FEBRUARY 2, 2023**

“How to Submit Your Bid Response in E-Builder” is provided as **Attachment “H.”** For additional instructions on how to navigate in E-Builder, click the below link to access the **“Bidders Portal Instructional Training Video”**:

<https://resources.e-builder.net/bidding/e-builder-bidders-portal-instructional-training-video>

Proposals must be submitted prior to 2:00 PM (EST), Thursday, February 2, 2023. The submit button in E-Builder will deactivate exactly at 2:00 PM EST and you will not be permitted to submit your proposal regardless of where you are in the process. Please plan accordingly.

Any Proposals received after the above-stated time and date will not be considered. It is the sole responsibility of the Proposer to have its Proposal submitted to JAXPORT as specified herein on or before the above date and time. For the purpose of the RFP, a proposal is considered delivered when confirmation of delivery is provided by E-Builder. Proposers must ensure that their electronic submission in E-Builder can be assessed and viewed at the time of the proposal opening. JAXPORT will consider any file that cannot be immediately accessed and viewed at the time of the proposal opening (such as encrypted files, password-protected files, or incompatible files) to be blank or incomplete as the context requires, and are therefore unacceptable. Proposers will not be permitted to unencrypt files, remove password protections, or resubmit documents after the proposal opening to make a file viewable if those documents are required with the proposal. All expenses for submitting Proposals to JAXPORT are to be borne by the Proposer and will not be borne, charged to, or reimbursed by JAXPORT in any manner or under any circumstance.

Each individual RFQ shall contain the following information:

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

corporation, by a partner if the firm is a partnership, or by the proprietor if the firm is a sole proprietorship.

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

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 Lead Engineer who will manage the JAXPORT account.
- b) A certificate of good standing from the Florida Department of State, if the Proposer is a corporation, limited liability company, limited partnership, or other type of entity requiring registration with the Florida Department of State.
- c) An audited financial statement prepared by an independent Certified Public Accountant in accordance with auditing standards issued by AICPA for the Proposer’s most recently completed fiscal year (submit as a separate file named “Financial Statement”), as required in AIA qualifications.
- d) Proof of minimum indemnification and insurance requirements in the form of a current certificate from a company or companies authorized to do business in Florida. The Proposer/Construction Manager shall require its subcontractors and subconsultants to maintain the minimum indemnification and insurance requirements listed below. The submitted documentation shall demonstrate compliance with the following minimum indemnification and insurance requirements (inclusive of any amounts provided by an umbrella or excess policy) in the amounts below:

Professional Liability

The Proposer’s insurance shall be on a form acceptable to JAXPORT and shall cover the Proposer 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 (inclusive of any amounts provided by an umbrella or excess policy) shall be \$2,000,000 per occurrence and in the aggregate. The Proposer 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 the commencement of services, the Proposer 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 shall be given not less than 30 days of written notice prior to cancellation or restriction of coverage. The Proposer shall also provide to JAXPORT a certified copy of the Professional Liability Insurance coverage. The required policies shall contain a provision that JAXPORT 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. JAXPORT reserves the right to require additional insurance coverage based on individual project values or specific project requirements.

Failure to Procure Insurance

The successful Construction Manager's failure to procure or maintain required insurance program shall constitute a material breach of the Agreement under which JAXPORT may immediately terminate the proposed Agreement.

- e) Completion of Conflict of Interest Form – See Attachment “B”
- f) Completion of Sworn Statement on Public Entity Crimes – See Attachment “C”
- g) Completion of Certification Regarding Lobbying – See Attachment “D”
- h) Completion of E-Verify – See Attachment “E”
- i) If Proposers are a joint venture, Completion of Declaration – See Attachment “J”

1.05 SCHEDULE OF EVENTS

It is anticipated that the Construction Manager will be selected on or as near to February 2023, under the following schedule of events:

1. Issue Request for Qualifications	Dec 22 & 29, 2022
2. Pre-Submission Meeting	Jan 6, 2023
3. Questions Cut-Off Deadline	Jan 11, 2023
4. Statements of Qualifications Submittal Date	Feb 2, 2023
5. Evaluations and Shortlist	Feb 9, 2023
6. Oral Presentations / Interview Date	Feb 13, 2023
7. Negotiation for Fees	Feb 14, 2023
8. JAXPORT Awards Approval of Firm	Feb 16, 2023
9. JAXPORT Board Approval of Firm	Feb 27, 2023
10. Issue and Execute Agreement with Firm	Feb 27, 2023

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

SECTION 2
TERMS AND CONDITIONS

2.01 PRE-SUBMISSION MEETING

A MANDATORY Pre-Submission Meeting is scheduled for **Friday, January 6, 2023 at 10:00 AM (EST)** via “Zoom”:

ZOOM MEETING information:

Please join my meeting from your computer, tablet or smartphone.

<https://us02web.zoom.us/j/87253618621?pwd=d29xVnZZb1VxWEFPRDZSZE5hUkRjZz09>

*You can also dial in using your phone.
(Dial by your location)*

+1 786 635 1003 US

+1 646 518 9805 US

+1 206 337 9723 US

MEETING ID:

PASSCODE:

872 5361 8621

057351

Attendance is required for any Construction Manager that may be considering submitting Statements of Qualifications for this project.

2.02 QUESTIONS – CHANGES WHILE PROPOSING

Any questions regarding this RFQ should be directed only to Sandra Platt, Sr. Contract Specialist and submitted either by e-mail to sandra.platt@jaxport.com or through E-Builder. Answers to questions will be released by e-mail in an Addenda directed to all known prospective proposers.

The deadline for questions will be Wednesday, January 11, 2023, at 12:00 PM (EST)

No interpretation of the meaning of the specifications or other contract documents, nor corrections of any apparent ambiguity, inconsistency or error therein, will be made to any Proposer orally. Any request for such interpretations or corrections must be submitted either by e-mail to sandra.platt@jaxport or through E-Builder.

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

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

2.03 ADDENDA

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

Please visit <https://www.jaxport.com/procurement/active-solicitations/> or call the Procurement Services at (904) 357-3017, prior to the submittal date to determine the number of addenda that have been released on this RFQ.

2.04 RFQ POSTPONEMENT/CANCELLATION/REJECTION

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

2.05 COST INCURRED BY CONSTRUCTION MANAGERS

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

2.06 EXCEPTIONS TO RFQ

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

2.07 PUBLIC MEETING REQUIREMENTS

JAXPORT complies with Section 286.011 of the Florida Statutes, as amended. Therefore, certain types of staff meetings and meetings of JAXPORT's Awards Committee and Board of Directors are required to be held in public, with sufficient notice made of the time and date of the meeting(s). All notices of public meetings are posted in the lobby of JAXPORT, 2831 Talleyrand Avenue, Jacksonville, Florida. For information concerning when the project(s) will be submitted for award, contact Procurement Services at telephone (904) 357-3017, Monday through Friday.

2.08 NEGOTIATIONS

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

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

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

2.09 PROTEST PROCEDURES

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

2.10 E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION

The successful Proposer agrees to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Proposer during the term of this Contract. Successful Proposer must include in all subcontracts the requirement that subcontractors performing work or providing goods and services utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. The successful Proposer further agrees to maintain records of its participation and compliance and its subcontractor's participation and compliance with the provisions of the E-Verify program and to make such records available to JAXPORT upon request. Failure to comply with this requirement will be considered a material breach of the Contract. It is the successful Proposer's responsibility to ensure that they meet all current and future statutory regulations throughout the life of this contract.

2.11 RULES, REGULATIONS AND LICENSING REQUIREMENTS

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

2.12 CONFLICT OF INTEREST

All Construction Managers must disclose with their response the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of JAXPORT. Further, all Construction Managers must disclose the name of any JAXPORT employee who owns, either directly or indirectly, an interest of ten (10%).

2.13 COMPLIANCE WITH RESTRICTIONS ON LOBBYING

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

2.14 CONSTRUCTION MANAGER'S RESPONSIBILITY

Construction Manager is advised to study the record drawings and to coordinate the information in the drawings with information obtained through attending the **mandatory pre-bid site walk**. Before submitting responses, each Construction Manager shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract. Ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will not relieve the successful Construction Manager from any obligation to comply with every detail and with all provisions and requirements of the contract documents, or will be accepted as a basis for any claims whatsoever for any monetary consideration on the part of the Construction Manager.

2.15 PUBLIC ENTITY CRIME (PEC)

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a Construction Manager, supplier, sub-contractor, or Construction Manager under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, as amended, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

2.16 INDEMNIFICATION

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

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

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

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

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

The indemnifications in this Section 2.16 are separate and apart from, and are in no way limited by, any insurance provided pursuant to the Agreement or otherwise. This Section 2.16 shall survive the expiration or termination of the Agreement. To the extent an Indemnified Party exercises its rights under this Section 2.16, the Indemnified Party will (1) provide reasonable notice to JAXPORT of the applicable claim or liability, and (2) allow JAXPORT to participate in the litigation of such claim or liability (at 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.

2.17 WAIVER OF IRREGULARITIES

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

2.18 FUNDING SOURCES/SMALL EMERGING BUSINESS ENTERPRISE PROGRAM

It is anticipated that the projects assigned under this RFQ will involve JAXPORT and Florida Department of Transportation funding sources. The Construction Manager must be sensitive to these provisions of the Proposal format as it applies to the JAXPORT Small Emerging Business (SEB) Enterprise Program as well as 49 CFR Part 26, as amended. JAXPORT supports FDOT's overall DBE goal for State-Funded Contracts.

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

2.19 CONTINGENT FEES PROHIBITED

(a) "The architect (or registered surveyor and mapper or professional engineer, as applicable)

warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other 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 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 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 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 professional services between the agency and any individual person, company, firm, partnership, or corporation shall, upon conviction by a court of competent authority, be found guilty of a first-degree misdemeanor, punishable as provided in s. [775.082](#) or s. [775.083](#), Florida Statutes, as amended.

2.20 TRUTH IN NEGOTIATION

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

noncurrent wage rates and other factual unit costs, provided that any and all such adjustments shall be made within one (1) year following the completion date of this Agreement.

2.21 COLLUSION

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

2.22 AUDIT PROVISIONS

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

2.23 TERMINATION FOR DEFAULT

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

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

2.24 TERMINATION FOR CONVENIENCE

JAXPORT may, for its convenience, terminate the services then remaining to be performed at any time without cause by giving written notice to the successful Construction Manager of such termination, which shall become effective thirty (30) days following receipt by the Construction Manager of such notice. In that event, all finished or unfinished documents and other materials shall be properly delivered to JAXPORT. If the Agreement is terminated by JAXPORT as provided in this section, JAXPORT shall compensate the successful Construction Manager in accordance with the Agreement for all services actually performed by the successful Construction Manager and reasonable direct costs of the successful Construction Manager for assembling and delivering to JAXPORT all documents. No compensation shall be due to the successful

Construction Manager for any profits that the successful Construction Manager expected to earn on the balance of the Agreement. Such payments shall be the total extent of JAXPORT's liability to the successful Construction Manager upon termination as provided for in this section.

2.25 BREACHES AND DISPUTE RESOLUTION

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

Performance During Dispute – Unless otherwise directed by JAXPORT, Construction Manager shall continue performance under this Construction Manager while matters in dispute are being resolved.

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

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

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

2.26 EX-PARTE COMMUNICATIONS PROHIBITED

JAXPORT believes that any ex-parte communication concerning the solicitation, evaluation, and selection process denies all firms submitting proposals fair, open, and impartial consideration. Adherence to procedures that ensure fairness is essential to the maintenance of public confidence in the value and soundness of the important process of public procurement of professional services. Therefore, during the solicitation, evaluation, and selection process, any ex-parte communication between a firm, its employees, agents, or representatives; and JAXPORT, its members, employees, agents, legal counsel, or representatives; other than JAXPORT's designated representative identified herein, is strictly prohibited. Failure to observe this requirement shall

result in the rejection of a firm's proposal. For purposes of this section, the term "ex-parte communication" shall mean any oral or written communication relative to this solicitation, evaluation, and selection process, which occurs outside of an advertised public meeting, pursuant to Section 285.011, Florida Statutes, as amended.

This requirement shall not prohibit:

1. Meetings called or requested by JAXPORT and attended by Construction Managers for the purpose of discussing this solicitation, evaluation, and selection process, including, but not limited to, substantive aspects of this RFQ;
2. The addressing of any appointed governing authority of JAXPORT at public meetings advertised and conducted pursuant to, and in compliance with, Section 285.011, Florida Statutes, as amended;
3. The filing and prosecution of a written protest to any proposed award to be made pursuant to this solicitation, evaluation, and selection process, which filing and prosecution shall give notice to all firms. Protest proceedings shall be limited to open public meetings with no ex-parte communication outside those meetings; and
4. Contacts with elected or appointed officials of JAXPORT.

2.27 INSURANCE

Without limiting its liability under the Agreement, the Construction Manager and its contractors and sub-contractors shall procure and maintain at their sole expense, during the term of the Agreements, insurance of the types and in the minimum amounts stated in Section 1 of this RFQ.

2.28 COMPLIANCE WITH LAWS

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

2.29 GOVERNING LAW/VENUE

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

2.30 SEVERABILITY

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

2.31 ADVERTISING

The Construction Manager will not use the name of JAXPORT or Jacksonville Port Authority or quote the opinion of any employee of JAXPORT or Jacksonville Port Authority or refer to JAXPORT or Jacksonville Port Authority directly or indirectly in any promotional literature or correspondence, news release, advertisement or release to any professional or trade publications without receiving specific written approval for such use or release from JAXPORT. However, this paragraph will in no way limit Construction Manager's ability to satisfy any governmental required disclosure of its relationship with JAXPORT.

2.32 ASSIGNMENTS

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

2.33 MODIFICATIONS; WAIVERS

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

2.34 FORCE MAJEURE

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

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

2.35 ENTIRE AGREEMENT

The Agreement, the RFQ, and the Response shall constitute the entire Agreement between JAXPORT and the Construction Manager relating to the Services.

2.36 PUBLIC RECORDS AND GOVERNMENT IN THE SUNSHINE LAWS

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

2.37 WAIVER OF JURY TRIAL, CONSENT TO JURISDICTION

Construction Manager and JAXPORT 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. Construction Manager and JAXPORT 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 JAXPORT, in a court of record of the State of Florida in Duval County, or in the United States District Court for the Middle District of Florida, or in any other court of competent jurisdiction, and each party hereby consents to the jurisdiction of each may have to the laying of venue of any such suite, action or proceeding and any of such courts.

2.38 CONSTRUCTION MANAGER REPRESENTATIONS

In submitting a Response, Construction Manager understands, represents, and acknowledges the following (if Construction Manager cannot so certify to any of following, Construction Manager shall submit with its Response a written explanation of why it cannot do so), which shall be on-going and continuing representation during the term of the Agreement:

- Construction Manager currently has no delinquent obligations to JAXPORT.
- The Response is submitted in good faith and without any prior or future consultation or agreement with any other respondent or potential respondent;
- To the best of the knowledge of the person signing the Response, neither the Construction Manager, its affiliates, subsidiaries, owners, partners, principals or officers:
 - is currently under investigation by any governmental authority for conspiracy or collusion with respect to bidding on any public contract;

- is currently under suspension or debarment by any governmental authority in the United States;
- has within the preceding three (3) years been convicted of or had a civil judgment rendered against it, or is presently indicted for or otherwise criminally or civilly charged, in connection with (i) obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; (ii) violation of federal or state antitrust statutes; or (iii) commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- has within the preceding three-year (3) period had one or more federal, state, or local government contracts terminated for cause or default.
- Construction Manager is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Pursuant to section 287.135, Florida Statutes, as amended, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. [This certification applies to contracts of \$1,000,000 or more. A list of the companies can be found as a link to "PFIA Quarterly Reports" at www.sbafla.com/fsb/]
- Construction Manager has read and understands the RFQ terms and conditions, and the Response is submitted in conformance with those terms and conditions.
- All representations made by Construction Manager to JAXPORT in connection with the RFQ have been made after a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the Response.
- Construction Manager shall indemnify, defend, and hold harmless JAXPORT and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the Response.
- All information provided by, and representations made by, Construction Manager are material and important and may be relied upon by JAXPORT in awarding the Agreement.
- Construction Manager is a _____ entity under the laws of the State of _____ duly organized and existing under the laws thereof, and the Construction Manager has taken all entity action necessary with respect to the execution, delivery and performance of its obligations under this Agreement. The officer of the Construction Manager who has executed and delivered this Agreement is duly authorized with respect thereto.
- Construction Manager is trained, knowledgeable and skilled regarding the Services to be provided hereunder, and is fully competent and capable of providing all of the Services. Where applicable, the terms "training" and "skills" used in this section include professional education and working experience. Each of the officers, employees and agents of the Construction Manager, who will perform work under this Agreement on behalf of the Construction Manager meet the terms and conditions of this section.
- All work performed hereunder by Construction Manager shall be performed with the degree of skill and care experienced by professionals in its industry.

- All Services provided hereunder shall be fit for the purposes intended therefore by JAXPORT, as reflected herein.
- Each of the firms listed in the Response as a SEB firm is certified as such under the City of Jacksonville Small Emerging Business Program and shall collectively be utilized in the provision of Services to the extent encouraged under this RFQ in the total billings under this Agreement (excluding costs and expenses, if any).

2.39 INSPECTION

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

2.40 COST OF DEVELOPING RFQ RESPONSE

All costs related to the preparation of Responses and any related activities are the sole responsibility of Construction Manager. JAXPORT assumes no liability for any costs incurred by Construction Managers throughout the entire selection process.

2.41 RESPONSE OWNERSHIP

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

2.42 OWNERSHIP OF WORKS

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

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

(c) Each work, and any portion thereof, shall be a "work made for hire" for JAXPORT pursuant to federal copyright laws. Any software, report, deliverable, or work product as used in connection with the work, but previously developed by Construction Manager specifically for other customers of Construction Manager or for the purpose of providing substantially similar services to other Construction Manager's customers, generally shall not be considered "work made for hire", so long as the foregoing are not first conceived or reduced to practice as part of the work. To the extent any of the works are not deemed works made for hire by operation of

law, Construction Manager hereby irrevocably assigns, transfers, and conveys to JAXPORT, or its designee, without further consideration all of its right, title and interest in such work, including all rights of patent, copyright, trade secret, trademark or other proprietary rights in such materials. Except as provided in the foregoing sentences, the Construction Manager acknowledges that JAXPORT shall have the right to obtain and hold in its own name any intellectual property right in and to the work. Construction Manager agrees to execute any documents or take any other actions as may reasonably be necessary, or as JAXPORT may reasonably request, to perfect or evidence JAXPORT's ownership of the work.

2.43 INTELLECTUAL PROPERTY

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

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

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

2.44 JAXPORT'S RIGHT TO SUSPEND WORK

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

2.45 DISCRIMINATORY VENDOR LIST

An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:

1. Submit a bid on a contract to provide any goods or services to a public entity;
2. Submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
3. Submit bids on leases of real property to a public entity;
4. Be awarded or perform work as a contractor, supplier, subcontractor, or Construction Manager under a contract with any public entity; or
5. Transact business with any public entity.

To view a current list, visit:

http://dms.myflorida.com/business_operations/state_purchasing/vendorinformation/convicted_suspended_discriminatory_complaints_vendor_lists

2.46 RESTRICTIONS, PROHIBITS, CONTROLS AND LABOR PROVISIONS

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

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

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

This same provision shall apply to the successful Proposer.

SECTION 3 SCOPE OF SERVICES
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3.01 PROJECT TITLE

PROJECT NO.: AE-1830
TERMINAL DEVELOPMENT FOR SET

3.02 PROJECT LOCATION AND LEGAL ADDRESS

Blount Island Marine Terminal
Jacksonville, FL 32226

3.03 SCOPE OF SERVICES

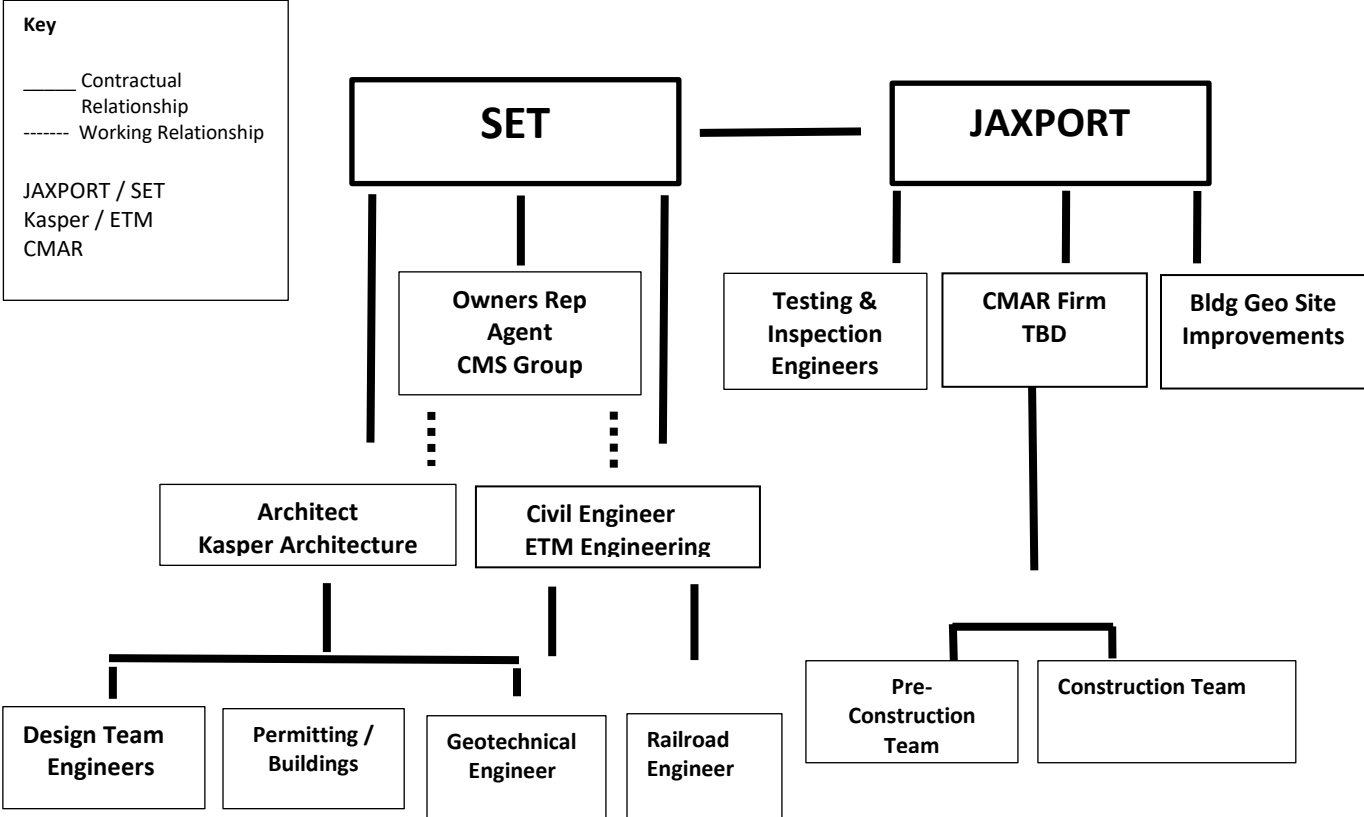
The JAXPORT Project Management Team requests Proposals from interested and qualified Proposers to provide Construction Manager at Risk (CMAR) services during design and construction of the Southeast Toyota – Blount Island Automotive Distribution Facility, hereby referenced as the "Project" or the "Work". The initial scope of work will consist of pre-construction phase services such as constructability reviews, construction phase sequencing, coordination, alternatives evaluations, cost estimating and cost control (value engineering) services, project schedule development, and preparation and submission of an "open-book" Guaranteed Maximum Price (GMP) proposal for construction phase services.

The contract shall be amended to include the construction phase services following negotiation of a mutually acceptable GMP. The contract may be amended to include construction phase services in multiple phases. During the construction phase, the Construction Manager shall serve as the single point of responsibility for construction of the work in strict accordance with the contract documents.

Engineering and Design Services for the Project will be performed by the Design Team, led by ETM Engineering (site civil) and Kasper Architecture (building design). The Construction Manager will collaborate with the Design Team during the Pre-Construction Phase to facilitate constructability, cost control, scope management, temporary works planning and design, and other project elements as fully described in this scope of services.

The Construction Manager, Design Team, and JAXPORT Project Management Team have a common goal to design and, with JAXPORT Project Management Team's approval, construct a quality project meeting JAXPORT Project Management Team's needs, within JAXPORT Project Management Team's schedule, at a reasonable and appropriate cost to JAXPORT Project Management Team, and with a reasonable and appropriate fee for the Construction Manager.

The Construction Manager will collaborate with the Design Team throughout the Pre-Construction Phase and provide input to the design pertaining to constructability, means and methods, sequencing, temporary works, cost and schedule to prepare for successful execution of the construction of this Project. The Design Team will prepare final, coordinated Construction Documents that detail the proposed Project.



The Construction Manager will also collaborate with the Design Team throughout the Construction Phase for services that may be contracted to provide including all requests for information, and review and approval of all payment applications, material and equipment submittals, shop drawings submittals, record drawings, start-up, substantial completion, final completion, change management, construction observation or owner's representative agent oversight and coordination/planning of all site activities.

The Project milestones, as of December 2022 are provided in Table 1. These milestones are subject to modification due to permitting and final phasing plans as determined by the successful Construction Manager.

Table 1.

Milestone	Completion Month
Design Team Notice to Proceed (NTP)	May 2022
10 % Design	October 2022
30 % Design	December 2022
60 % Design	February 2023
90 % Design	March 2023
100 % Design	June 2023
Building and Site Permitting	August 2023
Construction Start - Early Site Work Package	December 2022
Construction Start - Remaining Work Package	September 2023
Construction Completion	February 2025

3.04 PROJECT OVERVIEW

The work includes building additions and site renovation of the existing eighty-eight (88) plus acre site at JAXPORT, Blount Island Marine Terminal.

Site Geology

The site is geotechnically challenged and originally was marshland that was filled by the Army Corp of Engineers between the 1960s to the 1980s, called the “Dames Point Cut.” The existing buildings (built in the late 90’s and early 2000s) foundations’ and slab-on grades are supported by fourteen (14) inch auger cast piles in a 10’ (-) grid and +30’ deep. The new buildings will require a similar approach. New geotechnical investigations are currently underway. The early release package will be based on the new site soil improvement engineering for support of the proposed buildings.

Site Work

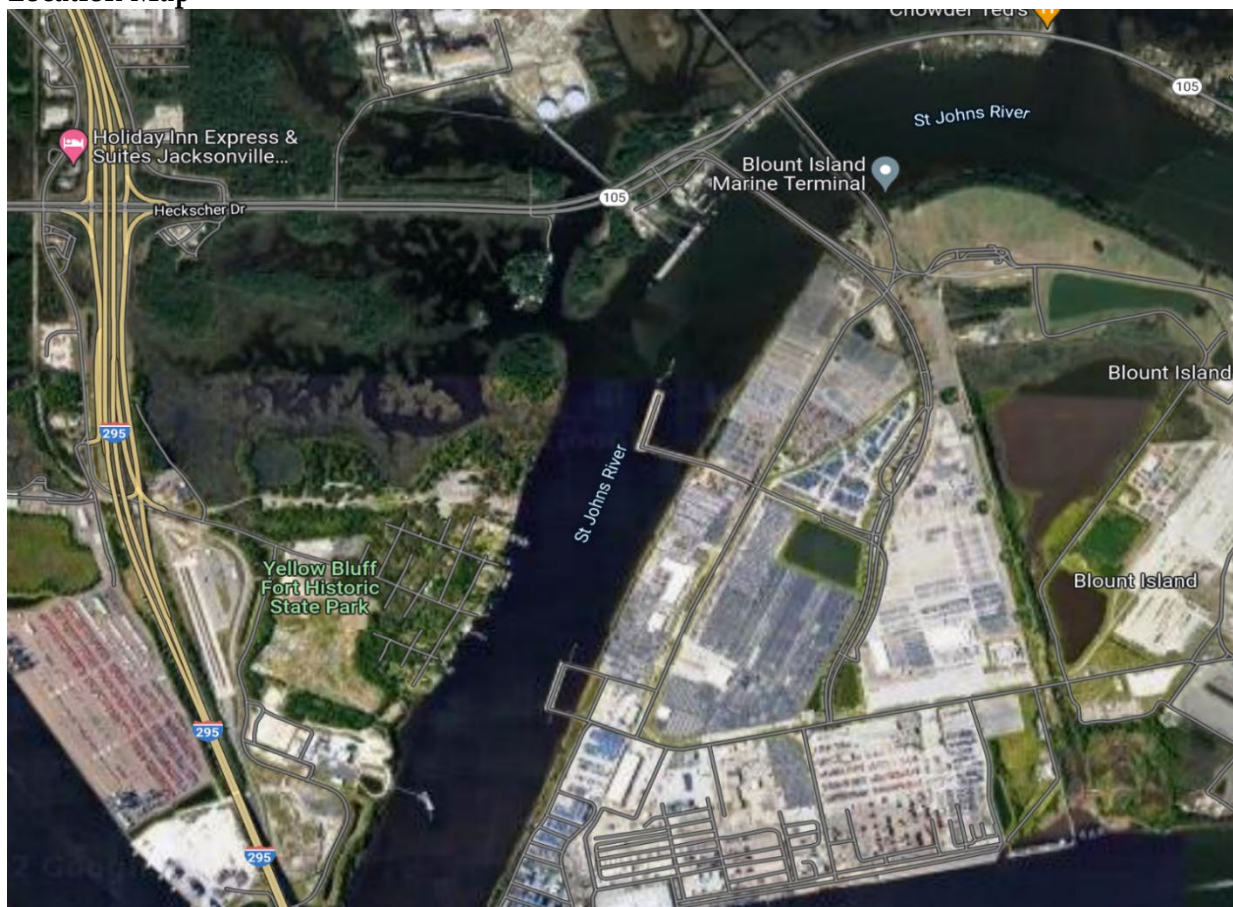
The existing site topography and drainage is expected to remain but is subject to change as needed. Building roof drainage shall need to be tied into the underground storm system. Approximately half of the existing paving is expected to be milled and re-topped. Some areas of the pavement will require heavy-duty asphalt, specifically the designated truck loading and unloading areas, roadways to those areas, roadways to the loading docks, and gas islands. Refueling tanks are anticipated to be above-ground tanks. The existing buildings will be demolished to the top of the slab on grade (SOG), and the existing auger cast piles and S.O.G. will remain with the parking asphalt elevation raised, and drainage reworked as necessary. Existing utilities will need to be located and tapped into or newly brought in. The following utilities will be required, natural gas, domestic water, fire water, sanitary sewer, electric, and fiber optic (for data and security use). Reinforced concrete aprons 20’ +/-, will surround each of the Accessory and Production Support Buildings. Additionally, at the southwest corner of the site, there is an existing retention pond that could be converted to an underground retention facility with parking above. The Civil Engineer is currently studying the feasibility of this plan.

Buildings

Note that the site is restrictive to building construction outside of the “ESQD-ARC or the explosive ARC”. The building design for this project will follow closely what was recently built for Southeast Toyota in Commerce, Georgia. Tilt wall construction, flat TPO roofs, structural steel beams, columns, trusses, heated and cooled conditioned spaces, high-speed overhead doors, etc. Additionally, the building design will be energy efficient and sustainably conscious. The project’s current expectation is to have the following structures built on the JAXPORT, Blount Island property.

1. Accessories and Administration Building- ground-level at 298,000 SF. Mezzanine at 8,600 SF.
2. Production and Support Building 18,000 SF, with canopy an additional 18,000 SF.
3. Security Building – 700 SF.
4. Car Wash Building – three in one at 6,000 SF.
5. Gas Island canopy structure with above-ground tanks – 130’ x 30’ canopies.
6. Rail Survey Building – 2,280 SF.
7. Spray-In Bed Liner Building – 12,100 SF, plus 7,500 SF of canopy.
8. Trucking Restroom Building – 1,200 SF.
9. Long Shoreman Restroom Building – 1,200 SF

Location Map



Access to Blount Island is limited to I-295 from the South or North or Heckscher Drive from the East or West to Dave Rawls Boulevard. Entry to the island will be limited to all persons through the security gate and with a Transportation Worker Identification Card (TWIC badge).

3.05 FACILITY PURPOSE & FEATURES

The existing fly bridge enters the site from the west and will allow easy access for the shipped foreign-manufactured Toyota vehicles to be delivered by the Longshoreman. New train tracks (1000' each) and railhead will be constructed to the south allowing domestically manufactured Toyota vehicles to be delivered to the site. Approximately, 75 acres of paved and striped parking will be utilized for receiving and distributing the new Toyota Vehicles to 177 dealers located in Alabama, Florida, Georgia, North Carolina, and South Carolina.

The support buildings each have specific purposes and the process is best described as follows: The new Toyota vehicles are brought to the site by either rail or ship. They are then parked and inspected. Once accepted by Southeast Toyota they are fueled at the **Gas Island** and then washed in one of three **Car Washes**. Some of The Tundra and Tacoma Trucks will be routed to the **Spray-in bed liner building** and after this work is done will be routed just like all the others. The vehicles next enter the **Accessory** building where they are readied and processed with what each dealer has ordered for their customers. The majority of the Toyota Associates will work in this building and inside it will be outfitted with a full kitchen and cafeteria, locker rooms, restrooms, meeting rooms, training rooms, management offices, and building support spaces. Once through the Accessory building, several vehicles will be inspected in the **Production Support** building. This building is connected by a large **Canopy** structure with the Accessory building and also has a dual function with the facilities **Maintenance Shop**. Once the cars have been processed, they are parked and then loaded onto semi-truck car carriers who enter and exit at the northwestern **Security** building, a gated entrance dedicated to Southeast Toyota. Additional **Restroom** and vending-type support buildings will be strategically placed at locations on site for the Truck drivers, Longshoremen and railroad workers

3.06 PRE-CONSTRUCTION PHASE DELIVERABLES

Construction Manager services will be carried out in a minimum of two phases with separate contracts and fees for each. In the Pre-Construction Phase, the Construction Manager will provide services during the engineering and design phase of the Project, as specified herein. The Construction Manager's delivery method intends to establish an environment of collaboration, trust, and partnership between the Construction Manager, the Design Team, the JAXPORT Project Management Team, and the appropriate regulatory agencies from the beginning of the Pre-Construction Phase throughout Project delivery.

At design completion, or at any point during the Pre-Construction Phase as may be required by JAXPORT Project Management Team, the Construction Manager will provide a Guaranteed Maximum Price (GMP) for the construction of the Project. Depending on the number of Construction packages determined during the Pre-Construction phase, there may be multiple GMPs to be developed by the Construction Manager. Currently, multiple GMPs are anticipated. At this time, we anticipate the following GMP Bid packages and reserve the right to modify them as the preconstruction progresses and the need to maintain the Milestone schedule include:

1. Building geotechnical site improvements
2. Site grading and utilities
3. Site asphalt paving
4. Foundation and horizontal concrete
5. Building trade packages

If a GMP agreement is reached between JAXPORT Project Management Team and Construction Manager, the Construction Manager will be issued a GMP Amendment to the contract for the Construction Phase. Construction Phase services are generally outlined in this scope of services; however, the final scope of Construction Phase services will be developed during the Pre-Construction Phase by the Construction Manager and JAXPORT Project Management Team. Construction Phase services will generally include, but not be limited to mobilization, execution of subcontract and supplier agreements, equipment procurement, construction works, demobilization, start-up, commissioning, etc.

The Construction Manager will not perform any phase of services until JAXPORT Project Management Team provides a written Notice to Proceed (NTP) for that phase. JAXPORT Project Management Team may determine not to proceed with the Construction Phase Services, at JAXPORT Project Management Team's sole discretion.

3.07 PRE-CONSTRUCTION PHASE

The Pre-Construction Phase begins once the NTP is issued and ends once a final GMP has been agreed to by both the Construction Manager and the JAXPORT Project Management Team. Pre-Construction services to be provided by the Construction Manager include constructability reviews, value engineering, cost estimating and management, scope, and risk management, schedule development, construction planning, and GMP development as detailed below. If required, the Construction Manager will have means and methods, plus design responsibility for temporary works necessary to construct the project including, but not limited to cofferdams, temporary retaining structures, and dewatering systems.

3.07.01 PROJECT MANAGEMENT, GENERAL ADMINISTRATION, AND COORDINATION

- The Construction Manager shall proactively collaborate with JAXPORT Project Management Team, Design Team, regulatory agencies, and surrounding property owners for access and maintain a cooperative attitude throughout the life of the Project.
- The Construction Manager shall attend early action item workshops.
- The Construction Manager shall lead one (1) Pre-Construction chartering pull plan/team building workshop with JAXPORT Project Management Team, and Design Team. This workshop will be combined with the 30% design workshop and the two (2) will take a total of no more than two (2) days.
- The Construction Manager shall collaboratively work with Project Management Team to

plan, attend, and actively participate in the progress meetings.

- The Construction Manager shall attend bi-weekly or weekly design review meetings and project team meetings.
- The Construction Manager shall participate in the workshop review process with JAXPORT Project Management Team and the Design Team after each phase of the Project before proceeding to the next phase. This would include the 30%, 60%, 90%, and 100% design review meetings one each for up to eight (8) hours each.
- The Construction Manager shall become familiar with site conditions, site geology and geotechnical conditions, and constraints as they relate to design and construction. The Construction Manager shall become thoroughly familiar with the site and conditions surrounding the site and document the conditions observed on the site with photos or videos as required by JAXPORT Project Management Team.
- The Construction Manager shall attend brainstorming workshops for identification and ordering of long lead items.
- The Construction Manager shall be available to attend and assist with public presentations as requested by JAXPORT Project Management Team.
- The Construction Manager shall assist ETM Engineering (civil engineer) with providing documentation for environmental permit applications as needed.
- The Construction Manager shall secure additional necessary construction permits, including but not limited to dewatering, building/construction permits, occupancy permits, etc.
- The Construction Manager shall manage and perform daily field visits and activities, as required.
- The Construction Manager shall develop, maintain, and distribute progress reports at a frequency as determined by JAXPORT Project Management Team. Intended to be monthly during construction with weekly meeting updates utilizing a three-week look ahead schedule that corresponds with the monthly schedule update.
- The Construction Manager shall follow and participate in the development of the design through final construction documents, review the in-progress plans and specifications, and become familiar with the evolving plans and specifications.
- The Construction Manager will work in partnership with JAXPORT Project Management Team to develop activities related to risk and scope management. It is estimated that this should take up to two (2) meetings of four (4) hours each. The Construction Manager shall create the initial Risk Register developed and lead all Risk, Opportunity, and Innovation workshops to identify, define, track and document another project-specific risk, opportunity, and/or innovation. The Construction Manager shall utilize the Risk

Register to form the basis of the CMAR's Construction Contingency.

- The Construction Manager shall develop a plan and make all efforts possible to achieve the percentage goal as outlined in the contract for Jacksonville Small Emerging Business (JSEB) participation goal, except as allowed under the good faith efforts exception as defined in the City of Jacksonville Ordinance. In no case shall the Construction Manager make changes to the JSEB firms listed in its proposal, revise the JSEB scope of Work or amount of Work as stated in its proposal without prior written notice to the JAXPORT Project Management Team's Representative, and without subsequent receipt of written approval from the JAXPORT Project Management Team's Representative.

3.07.02 SCOPE MANAGEMENT

- The Construction Manager shall perform scope management during each design phase to ensure that the design can be constructed for the established budget. Changes and potential changes to the project scope will be identified, tracked, updated, and managed by the Construction Manager in a log. This log along with the estimates provided by the Construction Manager at various design milestones will provide JAXPORT Project Management Team and the Design Team with real-time pricing as the project progresses. The objective of scope management is to guide the project team so that there is a net zero change to the overall construction cost once a baseline budget is established and agreed upon.
- The Construction Manager shall continuously monitor the impact of the proposed design on the project schedule and recommend adjustments in the design documents including phasing and sequencing to ensure the completion of the project most expeditiously and cost-effectively possible.
- Construction Manager shall provide scope management updates as part of their progress reports.

3.07.03 COST ESTIMATING

- The Construction Manager shall provide intermediate estimating support to the Design Team for design alternatives beginning with the 30% stage and continuing throughout the final design phase. The initial estimate of 30% design will become the baseline project estimate. Subsequent estimates at the following design stages shall be provided by the Construction Manager.
- The Construction Manager shall participate in a meeting with JAXPORT Project Management Team and the Design Team, to establish baseline production rate assumptions and standards for the formulation of future cost estimates and schedule estimates.
- The Construction Manager shall work with JAXPORT Project Management Team and the Design Team to develop and align the work breakdown structure (WBS).

- The Construction Manager shall work with the JAXPORT Project Management Team and the Design Team to develop the format for the progressive estimates.
- The Construction Manager shall provide detailed open book cost estimates at 30%, 60% and 90% design milestones accompanied by prepared estimate narratives, which include assumptions and clarifications.
- The Construction Manager shall prepare a detailed cash flow analysis for construction activities.
- The Construction Manager estimates shall be detailed open book estimates that are shared with JAXPORT Project Management Team and the Design Team of record and shall include, but are not limited to the following:
 - a. WBS breakdown by facility, discipline, bid group or subcontract package, as agreed to by JAXPORT Project Management Team.
 - b. Construction Manager general conditions of the Construction Manager showing all labor, materials, temporary facilities, equipment, expenses, travel, and other reimbursable costs allowed by contract.
 - c. Construction Manager fees on the cost of work allowed per contract. The Construction Manager's fee shall be expressed as a percentage of the cost of the Work. The fee shall include overhead, profit, and other allowable expenses as set forth in the CMAR Agreement No hidden fees will be accepted, and full transparency will be required.
 - d. All direct costs of construction work.
 - e. All insurance, bonds, contingencies, allowances, and other related project-specific costs. Material quantity take-offs and unit prices for materials.
 - f. Crew size/makeup.
 - g. Labor and equipment rates.
 - h. Labor man hours and equipment hours.
 - i. Labor and equipment production rates.
 - j. Fuel consumption rates/costs.
 - k. Major equipment, manufacturer services and spare parts.
 - l. Work packages that reflect how the work will be bid and contracted. Estimates shall be set up such that the estimated work package costs in the earlier

estimates can be replaced by Subcontractor costs when bids are received prior to GMP submittal.

m. Scope assumptions and clarifications.

- Construction Manager shall use commercial off-the-shelf estimating software. The following estimating software platforms are acceptable for use on this project: Sage Timberline®, MC2®, and HCSS or equals approved by JAXPORT Project Management Team prior to going under contract for the preconstruction services described herein.
- The Construction Manager shall be prepared to share details and attend and participate in estimate review workshops to reconcile quantities and cost differences at 30%, 60% and 90% design milestones.
- The Construction Manager shall assist in reviewing the design to identify Owner direct purchase, long-lead, and sole source procurement items (equipment, materials, and supplies) as well as any early work packages that will help expedite the delivery of the project. (Examples of this should be roofing and insulation materials, HVAC equipment, electrical transformers, switch gear, main distribution panels, panels and breakers, etc.). When each item is identified, the Construction Manager shall notify the JAXPORT Project Management Team and the engineer of record of the suggested procurement approaches and the corresponding cost and schedule impacts.
- The Construction Manager shall monitor conditions in the construction market to identify factors that would or may affect costs and time for completing the project. Construction Manager shall monitor, and report escalation trends as requested or required by JAXPORT Project Management Team.

3.07.04 CONSTRUCTABILITY REVIEW AND VALUE ENGINEERING

- The Construction Manager shall review the Design Team's 10% Basis of Design (BOD) document and provide the JAXPORT Team with their initial comments. **No cost estimate or review comments are required for this RFQ.**
- The Construction Manager shall analyze the design for constructability, including construction feasibility and practicality, phasing and sequencing, and alternative materials and methods.
- The Construction Manager shall provide input and plan construction sequencing, access, temporary works, staging, laydown areas, storage, and sequencing on and off the site. The design of temporary works shall be the responsibility of the Construction Manager, as specified. The Engineer of Record (EOR) will reflect this plan in the design documents as required and mutually agreed upon by JAXPORT Project Management Team, the Construction Manager and EOR.
- The Construction Manager shall provide constructability and value engineering reviews of design at 30%, 60% and 90% design development stages. The constructability review will

outline items that in Construction Manager's opinion may cause problems during construction and identify discrepancies between the drawings and specifications that may result in Change Orders or claims during construction. The value engineering review will offer suggested revisions to the design that will reduce construction cost and/or construction duration, while not impacting project function, design intent and operating costs.

- The Construction Manager shall provide input on construction feasibility; availability of materials and labor; time requirements for installation and construction; temporary project facilities; cost factors, including costs of alternative materials or designs, preliminary budgets, and possible cost savings.
- The Construction Manager shall review and consult with the Design Team on the life-cycle design and costs for operations and maintenance of the proposed Project. The Construction Manager shall review and consult with the Design Team on individual products or Project components' service life, which may differ from the overall Project service life considering life-cycle design and cost. The life-cycle design shall ensure Project performance throughout the service life, with reasonable ownership requirements for inspection, evaluation, maintenance, repair, rehabilitation, and replacement considering the life cycle cost over the entire Project service life. (An example of this would be HVAC, RTU vs. chilled water plant).
- The Construction Manager shall provide suggestions on possible alternatives that could reduce costs, improve Project quality, reduce risk, and/or shorten the schedule. The Construction Manager will advise on likely construction phasing and sequencing approaches as well.
- The Construction Manager shall assist in exploring alternative innovative cost and time-saving approaches, materials, and systems to minimize total construction and operation costs.
- The Construction Manager shall provide recommendations for the use of fast-tracking, early ordering of materials, and any other procedures that will maximize the available funds for the project and speed project delivery, actions designed to minimize adverse effects of labor or material shortages, and time requirements for procurement.

3.07.05 PROJECT SCHEDULE

- All schedules required and provided by the Construction Manager shall meet the schedule requirements set forth in the proposed contract, Project Information Scheduling and Reporting Requirements of the Contract.
- The Construction Manager shall create and submit a baseline draft Project construction schedule two (2) weeks after the 30% design milestone deliverable submission or contract execution, whichever is later.
- The Construction Manager will update the construction schedule with each progressive estimate and again with the GMP submittal. The Construction Manager shall provide a

finalized construction schedule with its GMP, which will be included as part of the Construction Phase Services Contract (if awarded).

- The Construction Manager shall provide project planning and scheduling (using the critical path method) to minimize the construction impact and duration.
- Schedules shall be established according to the Project WBS and shall be kept in a computer-based project management system that is capable of graphically depicting and tracking the duration, dependence, and cost of each phase and/or task necessary to complete the Work Plan.

3.07.06 CONSTRUCTION PLANNING

- The Construction Manager shall develop and deliver the project-specific plans listed below and have them approved by JAXPORT Project Management Team prior to proceeding with the work.
- The Construction Manager shall submit the project-specific plans mentioned below at the submission of the 30 % Design Milestone deliverable and update for the subsequent design milestones. The final draft of all project-specific plans is required by the end of the 90% phase. After plans have been submitted and approved, an NTP will be issued.
- A comprehensive safety plan for the Work shall include a detailed Trench Safety Plan and related plans for any means, methods or construction techniques that involve structural support or other engineered systems for components, which plans shall be designed and sealed by a validly licensed Florida Professional Engineer, as required by applicable Codes. The Construction Manager shall then comply with the safety plan, as approved by JAXPORT Project Management Team. With the GMP submittal, the Construction Manager shall develop and submit to JAXPORT Project Management Team for review and approval. The comprehensive Safety Plan shall also include the following Plans:
 - a. A Project-Specific Construction Emergency Response Plan.
 - b. A Hurricane/Severe Weather Plan.
 - c. A Project-Specific Construction Site Safety Plan.
- Provide an Environmental Management Plan detailing projects for a Storm Water Pollution Prevention Plan, Spill Pollution Prevention Plan and handling of other environmental issues required to comply with permits and regulations. Submit with each GMP for the scope of work included in that specific GMP.
- Obtain construction-related approvals of public agencies and authorities with jurisdiction over the Project work.
- A Procurement Plan describing approach for self-performance, competitive public bidding following JAXPORT's Procurement Code available on its website <https://www.jaxport.com/procurement/>, along with all State of Florida procurement

requirements, optimization of participation, equipment procurement, early work package, JSEB and subcontractor work packages and procurement strategy, and the overall prequalification, evaluation, and selection process. Submit draft no later than fifteen (15) working days after the 30% design review workshop and final ten (10) workdays after comments are received.

- A Document Management Plan. Submit draft no later than fifteen (15) working days after the 30% design review workshop and final 10 workdays after comments are received.
- A Construction Risk Management Plan. Submit initial plan no later than 15 working days after the preconstruction phase NTP. Update continuously as necessary throughout the lifecycle of the project.
- A Scope/Change Management Plan. Submit no later than fifteen (15) working days after the preconstruction phase NTP.
- A Project Communications Plan. Submit no later than fifteen (15) days after the preconstruction phase NTP.
- A Project Commissioning Plan. Submit draft no later than fifteen (15) working days after the final with the GMP that includes commissioning services.
- The Quality Management Plan (QMP) which includes quality control plan and proposed organization. Submit no later than fifteen (15) working days after the preconstruction phase NTP.
- A Project Management Plan (PMP). Submit no later than fifteen (15) working days after the preconstruction phase NTP.

3.07.07 GMP DEVELOPMENT

At a mutually agreeable level of design development, however, no later than 90% of plan submittal, the Construction Manager shall be responsible for providing an open-book GMP proposal (similar to the requirements of open-book estimating outlined above) for construction of the work. The current schedule contemplates multiple GMP proposals, but the actual number of GMP proposals provided will be as presented by the Construction Manager in their approach and agreed upon by JAXPORT Project Management Team. The final preconstruction contract agreement scope will clearly outline and identify what has been agreed upon. The GMP shall conform to the contract requirements and represent the total cost of constructing, commissioning, and warranting the work as specified. The GMP shall consist of the Construction Manager's fee, General Conditions, the direct cost of the work, insurance, bonds, contingencies, allowances, and related costs. The Construction Manager's fee shall be expressed as a percentage of the cost of the Work. The fee shall include overhead, profit, and other allowable expenses as set forth in the CMAR Agreement.

- The Construction Manager shall flow down and incorporate JAXPORT Project Management Team's terms relating to quality, safety, community, and environmental factors to its subcontractors and suppliers.
- The Construction Manager shall compete any proposed self-perform work with the market (a minimum of 2 other competitive bids and more if possible) and identify work in the proposed GMP that the Construction Manager proposes to self-perform. The Construction Manager will submit a narrative report that describes how the mix of self-performed and sub-contracted work ensures that the overall division of work and pricing will be most advantageous to JAXPORT Project Management Team.
- The GMP proposal shall include cost summaries by division of work, trade, and work area, supported by a detailed line-item breakdown for all individual work activities. JSEB and Subcontractor and vendor bid items which may be shown as lump sum line items subject to JAXPORT Project Management Team approval. Each line item breakdown shall include the estimated quantity, man-hours and labor rates, materials, and material unit costs, owned and rented equipment and associated rates, other incidental costs and sales tax. The Construction Manager shall provide JAXPORT Project Management Team with copies of all bid packages, scope sheets, takeoffs, quotes, and supporting documentation used to prepare the GMP for review prior to GMP negotiations.
- The Construction Manager shall conduct subcontractors and material suppliers' outreach shortly after the work packages are developed in the procurement plan and continuously up until bid time to inform them about the Project to gain interest. Construction Manager shall package work to optimize JSEB participation and opportunity.
- The Construction Manager shall pre-qualify subcontractors (including second tier and lower) to determine qualification, financial stability, safety record, bonding capacity, and available resources. Construction Manager shall only employ subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents and JSEB requirements. Construction Manager shall flow down the appropriate clauses of the prime contract to each respective subcontractor. JAXPORT Project Management Team may reasonably object to Construction Manager's selection of any Subcontractor, provided that the Contract Price and/or Contract Time(s) shall be adjusted to the extent that JAXPORT Project Management Team's decision impacts the Construction Manager's cost and/or time of performance.
- The Construction Manager shall advertise, schedule and conduct pre-bid conferences with pre-qualified bidders; subcontractors, material suppliers, and equipment suppliers.
- The Construction Manager shall obtain bids only from the pre-qualified subcontractors and JSEB subcontractors.

- The Construction Manager shall review with JAXPORT Project Management Team and the Design Team the proposed packaging of the construction work prior to finalizing the procurement plan.

The Construction Manager shall solicit public competitive sealed proposals from contractors and their subcontractors. The Construction Manager shall open all trade contractor or subcontractor bids or proposals in a manner that does not disclose the contents of the bid or proposal to a person not employed by Construction Management, JAXPORT Project Management Team, or the Design Team. The Construction Manager shall submit their bid for any defined scope of work package they would like to self-perform to JAXPORT Project Management Team 24 hours in advance of when other bidders from the market submit. All self-performing bids submitted must be date/time stamped to ensure they meet submittal deadlines. The Construction Manager will recommend to JAXPORT Project Management Team the best value firm to perform the work in their GMP for each work package. Assuming all bidders have been prequalified by the Construction Manager, this recommendation will be reviewed by JAXPORT Project Management Team, and ultimately JAXPORT Project Management Team will provide final approval on who is awarded the work for each package. The Construction Manager shall provide a complete GMP proposal to include the following: clarifications, assumptions, general conditions, construction costs, payment and performance bonds, insurances, overhead and profit, contingency, and associated schedule as outlined in the contract and required for a GMP Amendment.

3.08 MILESTONE DELIVERABLES

The deliverables listed below shall be completed and submitted by the Construction Manager prior to the end of each Pre-Construction Phase.

30% Design Milestone

- Submittal of all the project-specific plans as required by Section 2.1.6 above.
- Constructability review report/written comments resulting from 30% Design review.
- Early Work Package Report (Scope to be started after 60% design phase)
- 30% Value Engineering Suggestions.
- Baseline/30% Cost Estimate and Narrative including scope management update of threats and opportunities to the project costs vs budget.
- Baseline Construction Schedule including construction activities.
- Monthly Progress Reports.
- Construction cost estimates for changes in the decision log.

60% Design Milestone

- Update and/or submittal of all the project-specific plans as required by Section 2.1.6 above.
- Constructability review report/ written comments resulting from 60% Design review.
- 60% Value Engineering Suggestions.
- 60% Cost Estimate and Narrative including scope management update of threats and opportunities to the project costs vs budget.
- If suggested by the Construction Manager, a GMP proposal for Early Work Packages.

- Construction applications necessary for the early work package.
- Project Schedule Update including construction activities.
- Monthly Progress Reports.
- Construction cost estimates for changes in the decision log.

90% Design Milestone

- Final draft of all the project specific plans mentioned in Section 2.1.6 above.
- Constructability review report/ written comments resulting from 90% Design review.
- 90% Value Engineering Report Suggestions.
- 90% Cost Estimate and Narrative including scope management update of threats and opportunities to the project costs vs budget.
- Project Schedule Update including construction activities.
- Monthly Progress Reports.
- Updated decision log (provided on a weekly basis).

GMP Milestone

Construction applications necessary for the remaining work packages.

- GMP Proposal for remaining work packages.
- Final Project Construction Schedule.

3.09 CONSTRUCTION PHASE

As described herein, if a GMP agreement is reached between JAXPORT Project Management Team and the Construction Manager, the Construction Manager will perform Construction Phase Services under an Amendment to the Contract. Expected Construction Phase requirements are listed in this section; however, the full Construction Phase scope of services will be developed during the Pre-Construction Phase. All items listed herein are subject to change pending Pre-Construction activities.

Construction Phase services are expected to include, but not be limited to: provision of all labor, supervision, management, materials, tools, equipment, temporary facilities, permits and permit coordination, utility coordination, scheduling and schedule management, subcontractor coordination and all other services necessary to timely complete the Project in accordance with the requirements of the Contract Documents for each work package identified and defined in the Pre-Construction Phase. These services include, but are not limited to, the following:

- The Construction Manager shall coordinate and manage the construction of the Project including all required appurtenances, necessary site improvements, and all other work required to make the Project a complete and operable plant that meets all performance requirements within the Guaranteed Maximum Price and within the scheduled time.
- The Construction Manager shall furnish all labor, material, equipment, suppliers, and subcontractors for the performance of the construction in strict accordance with all applicable Contract Documents.
- The Construction Manager shall provide construction project administration.

- The Construction Manager shall administer a formal Project Management Information System (for progress reports, schedule reports, cost controls, accounting, etc.).
- The Construction Manager shall establish field offices for JAXPORT Project Management Team, Construction Manager, and Owner's Agent's personnel.
- The Construction Manager shall identify, quantify, document, and implement Project and construction risks and opportunities, risk avoidance, reduction, mitigation strategies as well as monitor and provide written input into a Project risk register. The risk register will be maintained by JAXPORT Project Management Team's PM. The Construction Manager shall participate in the preparation, modifications, and maintenance of the Project's risk register and the Construction Manager shall continuously communicate its assumptions regarding impacts to risk and opportunities as the design progresses.
- The Construction Manager shall coordinate and comply with various Federal, State, and local and state agencies, as necessary.
- Obtain all required construction permits and approvals.
- The Construction Manager shall maintain a comprehensive health and safety program and ensure subcontractors adherence to those programs, providing a safe work site for all project participants and visitors. Including TWIC and JAXPORT badging requirements.
- The Construction Manager shall execute standardized project subcontract agreements and material and equipment purchase order agreements.
- The Construction Manager shall administer the JAXPORT Owner Direct Purchases of all materials that are in excess value of \$10,000 or more. All purchases will be approved by the Construction Manager and tracked on an Owner Direct Purchase Log (ODP), where the project will receive a sales tax credit savings. Payment for said ODP will also be reviewed and approved by the Construction Manager.
- The Construction Manager shall manage all subcontractor and supplier work including inspection of the work performed by subcontractors to ensure conformance with the Contract Document.
- The Construction Manager shall monitor and manage all quality controls on the Project site as well as maintaining quality controls over shop drawings, equipment, and materials. The Construction Manager shall provide a payment and performance bond and all insurances as required by the CMAR contract.
- The Construction Manager shall implement the Construction Site Safety Plan to provide a safe working site for the project.
- The Construction Manager shall conduct a Pre-Construction meeting with all the subcontractors performing the major elements of the work prior to the start of their work

activities.

- The Construction Manager shall track construction costs and maintain detailed construction cost records, including development of a Change Order submission and tracking system.
- The Construction Manager shall continue collaborating with JAXPORT Project Management Team and the Design Team to mitigate the cost and impact of any issues arising during construction.
- The Construction Manager shall review and process shop drawings and other submittals for submission to Design Team for review in compliance with the project schedule. Submittals requiring a resubmittal (causing a third review) will be charged to the CMAR on a T&M basis for the Design Team and Construction Managers time to evaluate and process.
- The Construction Manager shall monitor and update the construction CPM schedule.
- The Construction Manager shall review and process all pay request applications from subcontractors and suppliers.
- The Construction Manager shall process and submit all monthly pay request applications to the JAXPORT Project Management Team for approval.
- The Construction Manager shall provide regular open-book financial accounting status reports on Project costs.
- The Construction Manager shall conduct recurring weekly Owner, Architect, Contractor (OAC) progress meetings with the on-site trade foremen and superintendents.
- The Construction Manager shall plan and lead weekly activity coordination and monthly progress meetings (attended by key CMAR team members; at a minimum the CMAR Project Manager and/or CMAR Construction Manager) with JAXPORT Project Management Team and Design Team.
- The Construction Manager shall coordinate all compliance inspections by regulatory agencies and JAXPORT Project Management Team representatives.
- The Construction Manager shall manage the operational commissioning verification and equipment startup and testing necessary for JAXPORT Project Management Team to accept the completed project.
- The Construction Manager shall implement close out procedures necessary for the JAXPORT Project Management Team to accept the overall project as being finally complete.
- The Construction Manager shall prepare and submit Monthly Progress Reports in accordance with the requirements of the Contract Agreement.

- The Construction Manager shall have responsibility for design of, and preparation of signed / sealed construction documents for, temporary works as required. These items shall include, but shall not be limited to, cofferdams and other temporary structures (retaining structures), dewatering systems.
- Temporary works design shall be performed under the responsible charge of a competent Florida-licensed Professional Engineer. All construction drawings, specifications, and other applicable work products shall be approved by the Design Team before implementation.
- The Construction Manager shall schedule and attend at least 2 facility commissioning and startup meetings prior to submitting the Facility Startup Plan.
- The Construction Manager shall prepare and submit a facility commissioning and startup plan to JAXPORT Project Management Team for review and approval.
- The Construction Manager shall perform the facility commissioning startup; successfully bringing all processes constructed under the Project online and supporting the Plant Staff in the initial operation will be imperative.
- The Construction Manager shall provide to JAXPORT Project Management Team, all Vendor Operations and Maintenance Manuals and related Equipment Data to the Architect-Engineer for inclusion in the Operations & Maintenance Manual.
- The Construction Manager shall furnish manufacturers' representatives for detailed classroom and hands- on training to Owner's personnel on operation and maintenance of specified product (system, subsystem, component) and as may be required in applicable Specifications.
- The Construction Manager shall furnish trained, articulate personnel to coordinate and expedite training, to be present during training coordination meetings with Owner, and familiar with operation and maintenance manual information. It is expected that training sessions to be video-taped by the Construction Manager.
- The Construction Manager shall furnish complete training materials, to include operation and maintenance data, to be retained by each trainee.
- Create and maintain a schedule of the facilities assets.
- Upon completion of the Work, the Construction Manager shall prepare redline and submit as-built C.A.D. drawings to JAXPORT Project Management Team that represent to scale all as-built conditions for the site and building facilities. (Two hard copies and four jump drives with electronic PDF and C.A.D. files).

Cost and Fee

NOTE: No costs or fees are to be included with the RFQ.

3.10 EXPLANATION OF GMP

If a GMP agreement is reached between JAXPORT Project Management Team and the Construction Manager, the GMP amount will be incorporated into the Contract for Construction Phase Services. A GMP is the sum of the Cost of Work, General Conditions (GC), bonds and insurance, Construction Manager Fee, and any agreed upon contingency. Unused contingency will be returned to the Owner.

GMP = Cost of Work+ GCs + Bonds & Insurance+ Construction Manager Fee (Overhead & Profit)+ Owner Contingency+ any Owner allowances

JAXPORT Project Management Team anticipates requesting a final proposed GMP no earlier than completion of 90% contract documents. JAXPORT Project Management Team reserves the right not to award any part(s) or all of the Construction Phase Services and bid/award some or all of the construction work separately. The Construction Manager shall deliver to JAXPORT Project Management Team a proposed GMP and GMP Supporting Documents at any appropriate design milestones identified in the sequencing plan. Depending on the number of Construction packages determined during the Pre-Construction phase, there may be multiple GMPs to be developed by the Construction Manager. Currently, four (4) plus building package breakdowns are anticipated. JAXPORT Project Management Team is desirous of incentivizing the Construction Manager to continue to find ways of reducing costs during construction through diligent and professional construction management of the procurement and construction processes & techniques.

3.11 COST OF THE WORK

The cost of work includes:

1. Costs to be Reimbursed – includes the costs incurred by the Construction Manager in performance of the Project.
 - a. Must have the Authority's approval to incur the cost.
 - b. Costs shall be at standard rates, unless approved by the Authority in advance.
2. Labor Costs – wages and salaries of those employed directly by the Construction Manager in the performance of the Project.
 - a. Locations include – on-site, off-site with the Authority's approval, on travel to expedite production or transportation of required materials or equipment.
 - b. Includes costs incurred, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments, and benefits (sick leave, medical benefits, health benefits, holidays, vacations, and pensions).
 - c. If labor costs are negotiated, the rates shall remain unchanged throughout the Contract, otherwise, actual costs will be provided, unless the Agreement is amended.
3. Subcontract Costs – includes the payments made by the Construction Manager to Subconsultants according to this Agreement.

4. Costs of Materials and Equipment Included in Completed Construction – includes all materials, equipment, transportation, and storage at the site.
 - a. These materials and equipment must be incorporated into the completed construction and unused excess materials become the property of the Authority at the completion of the Project or sold by the Construction Manager, with the Authority’s approval, to be credited to the Authority as a deduction from the Cost of Work.
5. Costs of Other Materials, Equipment, Temporary Facilities and Related Items – includes the costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools that are not ordinarily owned by construction workers and provided by the Construction Manager and fully consumed in the performance of the Project.
 - a. Includes total rental cost for temporary facilities, machinery, equipment, and hand tools, including their transportation, installation, dismantling, minor repairs, and removal. The rental costs for any identified equipment cannot exceed the purchase price of a comparable item.
 - b. Costs associated with the legal removal of debris.
 - c. Costs associated with the Construction Manager’s site office, including standard office equipment and supplies.
 - d. Includes items stored offsite, with the Authority’s approval.
6. Miscellaneous Costs
 - a. Includes costs required exclusively by the Contract Documents, and directly attributed to the Project such as:
 - i. Insurance and bond premiums
 - ii. Self- Insurance or Insurance with a captive insurer, with the Authority’s approval
 - iii. Fees associated with building permits, licenses, and inspections
 - iv. Fees for testing, except those related to defective or non-conforming work that is not being reimbursed
 - v. Royalties and license fees paid for the use of a specified design, process, or product
 - vi. Legal costs associated with infringement of patent rights, as noted in AIA 133-2019 section 7.6.5.1. Legal defenses, judgements, and settlements shall not be included in the Cost of the Work, added to the Construction Manager’s Fee or subject to the Guaranteed Maximum Price
 - vii. Communication costs, equipment and software used in performance of the work, with the Authority’s approval.
 - viii. Copies and courier charges
 - ix. Deposits lost for causes other than Construction Manager’s negligence or other failure
 - x. Legal, mediation, and arbitration costs, other than disputes between the Authority and Contract Manager, related to the

performance of this Project and after the execution of this agreement

- xi. Relocation and temporary living expenses incurred during the performance of this Project and with the Authority's approval

7. Emergencies

- a. Costs incurred to prevent damage, injury, or loss, or directly affecting the safety of persons or property
- b. Costs to repair or correct nonconforming work executed by the Construction Manager or subcontractors, provided the damage or nonconforming work was not due to negligence or responsibility

3.12 GENERAL CONDITIONS

The GC category shall be for onsite personnel that will provide management oversight during construction and any equipment, materials, utilities, facilities, office supplies and travel expenses necessary for the execution of the Project.

The Construction Manager shall provide general condition items that include the following: temporary jobsite facilities, utilities, data/telecom services, office supplies, local staff phones, project vehicles, safety supplies, printing and reproduction services, project signs, vehicles, per diem, travel, lodging, dumpsters, portable toilets, etc. The GCs for each GMP will be negotiated on an open-book basis. Development of this value shall be based on the rates submitted and negotiated in the GMP proposal. Rates in this category shall be all-inclusive and include overhead burden, insurance, retirement, and cell phones. This cost shall be based on the level of effort, facilities, and duration required to manage and oversee each work package.

3.13 CONSTRUCTION MANAGER FEE

The Construction Manager shall be entitled to a Construction Manager Fee expressed as a percentage of the Cost of Work. JAXPORT's Project Management Team intends to establish the Construction Manager Fee component of the GMP during negotiations for Pre-Construction Services.

3.14 CONSTRAINTS ON CONSTRUCTION MANAGEMENT SERVICES

1. Onsite work hours are 7AM-7PM.
2. Construction Manager shall coordinate any onsite work with the Blount Island Terminal Operations Manager.
3. JAXPORT shall have fourteen (14) business days to review and comment on design deliverables for each submittal.

3.15 INSURANCE

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

3.16 SCHEDULE

Complete all construction management services and furnish final deliverables within 15 months from the date of the Notice to Proceed.

3.17 EXHIBITS

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

SECTION 4
MINIMUM REQUIREMENTS AND REQUIRED DOCUMENTATION

4.01 INSTRUCTIONS

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

4.02 REQUIRED FORMS AND DOCUMENTATION

A. CONSTRUCTION MANAGER’S CONTACT INFORMATION AND EXPERIENCE

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

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

1. Address and phone number of its corporate headquarters.
2. Address and phone number of Proposer’s office that will render service under this Agreement, if it is different from Proposer’s headquarters.
3. Certification of status as a minority business, if applicable.
4. Name(s), address, email, and phone number of the principal- or principals-in-charge.
5. Years in business under the name used by Proposer.
6. Changes in ownership.
7. Has the Construction Manager been involved in any type of actual or threatened litigation in the past ten (10) years? If so, provide the following information for each matter:
 - a. Name of the other party,
 - b. The material allegations at issue, and

- c. Final disposition of the matter.

B. CONSTRUCTION MANAGER REGISTRATION AND LICENSES

1. Proposer shall provide proof that it is a licensed engineer authorized to practice in Florida in compliance with Chapter 471, Florida Statutes.
2. Provide a photocopy of Proposer's firm Certificate of Status from the Florida Division of Corporations (www.sunbiz.org) that establishes that the firm is currently registered, is in good standing, and is authorized to conduct business, in the state of Florida.

C. CONSTRUCTION MANAGER FINANCIAL RESPONSIBILITY

Proposer shall provide the following information:

1. Its form of business, i.e., proprietorship, partnership, corporation, limited liability company. If a joint venture, completion of Attachment J is required.
2. Its bank references and any other information the applicant may wish to supply to verify its financial responsibility and capability to undertake this Agreement.
3. An audited financial statement prepared by an independent Certified Public Accountant in accordance with generally accepted accounting principles (GAAP) and issued by AICPA for the Proposer's most recently completed fiscal year.

D. PRIMARY SUBCONTRACTOR'S CONTACT INFORMATION

Proposer shall provide the following information for each of the primary Partnering, Associate or Firms on the Proposer's team:

1. Address of the corporate headquarters and phone number.
2. Address and phone number of Subcontractor's office that will render service under this Agreement, if it is different from Subcontractor's headquarters.
3. Certification of status as a minority business, if applicable.
4. Name(s), address, email, and phone number of the principal-in-charge.
5. Years in business under the name used by Subcontractor.
6. Changes in ownership.

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

The SOQs shall be signed as indicated in Attachment "A", including typed or printed name and title of the signer. SOQs shall be signed by an individual with legal authority to bind Proposer.

The signature of the Proposer's Authorized Representative on the SOQ must be made by an officer of the Proposer if Proposer is a corporation or LLC, by a partner if the firm is a partnership, or by the proprietor if the firm is a sole proprietorship.

**SECTION 5
EVALUATION CRITERIA**

5.01 INSTRUCTIONS AND EVALUATION CRITERIA

Each Proposer is solely responsible to ensure that its SOQ adequately responds to the evaluation criteria described below. Proposers shall provide with their proposal any other information relevant to the application of the proposal evaluation criteria. The Evaluation Committee will rank proposals based on the proposal evaluation criteria. The Evaluation Committee will determine qualifications, interest, and availability by reviewing all written proposal responses that express an interest in performing the services, and when deemed necessary, by conducting formal interviews of selected respondents that are shortlisted and determined to be best qualified based on evaluation of proposals.

The response to each proposal evaluation criterion will be evaluated relative to other responses received and awarded a score of one (1) through the maximum point value. Proposers are encouraged to arrange their responses in a format that will facilitate the ready review and evaluation of each proposal evaluation criterion.

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

The proposal evaluation criteria are as follows:

EVALUATION FACTORS	MAX POINT VALUE
A. Executive Summary and Qualifications	10
B. Similar Company Project Experience	30
C. Schedule and Project Phasing	20
D. Preconstruction Service Estimating	15
E. Proposed Staffing	20
F. Safety	5
MAXIMUM AVAILABLE POINTS	100

5.02 SELECTION CRITERIA

A. EXECUTIVE SUMMARY AND QUALIFICATIONS - (MAXIMUM SCORE: 10 POINTS)

1. Briefly describe your Construction Manager, 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)**.
2. Please enclose a standard AIA Statement of Qualifications AIA A305, for your company. **(Note this does not count towards the total page count)**

B. SIMILAR COMPANY PROJECT EXPERIENCE – (MAXIMUM SCORE: 30 POINTS)

Please provide examples of three similar-type completed projects to the Southeast Toyota Blount Island Vehicle Distribution Facility Project, as described at the beginning of this section. Additionally, include references and contact information for the owners of those facilities as it relates to your performance, as well as the finished product **(one-page maximum per project for a total of three (3))**.

C. SCHEDULE AND PROJECT PHASING - (MAXIMUM SCORE: 20 POINTS)

1. Scheduling and Phasing of the Project will be critical to achieving the desired end and turnover date of February 2025. Please provide us with a written narrative **(two (2) pages maximum)** of what might be your phasing plan, including ideas on early procurement and phasing options.
2. For the three similar-type projects included in B. Similar Company Project Experience above, provide the actual vs scheduled (contract/GMP) dates from contract execution through certificate of occupancy **(one (1) page maximum to describe all three projects)**. If the end date finished earlier or later, explain what caused the difference.

D. PRECONSTRUCTION SERVICE ESTIMATING - (MAXIMUM SCORE: 15 POINTS)

1. Provide the same three projects above with the initial contract or GMP Amendment construction estimates and the project's final construction cost. Explain any variances. If it was force majeure, what was it and how much did that increase the overall cost? **(one (1) page maximum to describe all three projects)**

E. PROPOSED STAFFING - (MAXIMUM SCORE: 20 POINTS)

1. 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)**
2. Provide resumes for key staff and any consultants you intend to utilize on this project. **(one (1) page maximum per person)**

3. Can you demonstrate the ability to support CMAR operations, administration and procurement? **(one (1) page maximum)**

F. SAFETY - (MAXIMUM SCORE: 5 POINTS)

4. Records and Results – What is your company’s safety record numbers over the last seven (7) years? **(one (1) page maximum)?**
5. What is your company’s safety culture? **(one (1) page maximum)**

5.03 EVALUATION OF STATEMENTS OF QUALIFICATIONS

1. **Proposal Response Page Limit.** The Proposer’s response **shall not exceed twenty (20) pages excluding the cover letter and AIA qualification statement.** Pages in excess of 20 will not be evaluated.
2. **Initial Screening.** JAXPORT will review the submitted proposals to assure that they are responsive, meet the page limit specified in section 5.03(1), and satisfy the minimum requirement. Proposals deemed unresponsive will be returned to Proposer with a brief explanation of the reason for rejection.
3. **Evaluation Committee.** Following an initial screening, JAXPORT will convene an evaluation committee of at least three members, one of whom may be a staff member of JAXPORT’s Engineering and Construction Department. The evaluation committee members will each independently evaluate and rank each proposal in accordance with the proposal evaluation criteria contained in section 5.02 above.
4. **Proposal Scoring.** Each proposal evaluation criterion will have a value from one to the maximum point value stated for that criterion in section 5.02. A perfect score is 100 points. At JAXPORT’s sole discretion, Proposers may be invited to make oral presentations prior to the final selection. These presentations will be scheduled at JAXPORT’s convenience. JAXPORT is not liable for any costs incurred by the Proposer in connection with oral presentations. JAXPORT is not required to contact a Proposer to obtain additional information to evaluate the proposal.
5. **Award.** JAXPORT will make an award based on Proposer’s ability to meet JAXPORT’s needs and requirements based on the proposal evaluation criteria. It is JAXPORT’s intent to award to the Proposer firm, which, in JAXPORT’s sole opinion, is the most qualified and capable of providing the best overall service consistent with the goals and objectives, and in accordance with Florida Statutes Section 287.055 as amended.
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.