

**REQUEST FOR QUALIFICATIONS  
FOR CONSTRUCTION MANAGER/AGENT SERVICES**

**Port of Beaumont Navigation District  
of Jefferson County, Texas**

**September 21, 2018**

In accordance with Chapter 60, Water Code and Texas Government Code §2254, the Port of Beaumont Navigation District of Jefferson County, Texas (the “Port”) will receive Qualification Submittals for Construction Manager/Agent services associated with the projects to be constructed pursuant to the **\$30,000,000 Port of Beaumont Navigation District of Jefferson County, Texas Dock and Wharf Facility Revenue Bonds, Series 2018 (Allegiant Industrial Island Park Project) (the “2018 Bonds”)** which provide for the acquisition, construction, rehabilitation, development, improvement and equipping of certain improvement and equipping certain capital improvements, infrastructure, land and equipment for the Allegiant Industrial Island Park Project to be located on an 75 acre tract within a Port site in Jefferson County, Texas and on such other sites as may be owned and/or operated by the Port (the “Allegiant Industrial Island Park Project” or the “Project”).

The selected construction manager/agent shall undertake services herein specified and more fully set forth in a Construction Manager/Agent Agreement to be executed by and among the Port and the selected construction manager/agent. Pursuant to a Lease and Development Agreement (Facilities Lease) (the “Facilities Lease”), Allegiant Industrial Island Park, LLC, a Texas limited liability company organized under the laws of the State of Texas, as Lessee, has and shall continue to have obligations to develop the Port of Beaumont Island Park Terminal. The selected construction manager/agent shall collaborate with the Lessee in all aspects of the Project.

As Allegiant Industrial Island Park, LLC has obligations to complete the Project, the successful construction manager/agent selected by the Port shall provide such construction manager/agent services in collaboration with Allegiant Industrial Island Park, LLC and affiliated entities. Allegiant Industrial Island Park, LLC and/or affiliated entities may submit the qualification to act as the construction manager/agent pursuant to this Request for Qualifications.

The construction manager/agent services to be undertaken pursuant to the Construction Manager/Agent Agreement to be executed between the selected construction manager/agent and the Port would include but shall not be limited to collaboration with the Port’s designated engineer, Lanier & Associates Consulting Engineers, Inc. (the “Engineers”) on the Project. The selected construction manager/agent shall be responsible for each phase of the construction of the Project as said projects are identified in the 2018 Bonds and in **Exhibit “C”** to the Facilities Lease, a copy of which is attached to this Request for Qualifications.

## **REQUIRED CONSTRUCTION MANAGER/AGENT SERVICES**

Construction phase services include but are not limited to bidding and acquisition of contractors and subcontractors for each phase of the Project and to document all daily construction activities, weather impacts, project disruptions, identifying potential claim issues, monitoring construction progress/schedule, assisting with governmental approvals, reviewing draw requests, tracking/monitoring Requests for Information, attending construction progress meetings, reviewing submittals and discussions with contractor, etc. on daily work reports, change orders and monitoring/coordinating the materials testing/sampling and other testing as required. In addition, post construction phase duties include, but are not limited to reviewing substantial completion construction status and documents, operational manual, participating in final inspection(s), reviewing as-built drawings documentation, reviewing warranty submission packet and conducting post construction inspections.

## **PHASED CONSTRUCTION**

The development of the Projects anticipates that bidding will proceed in accordance with Chapter 60, Water Code with the Projects to be developed in phases with each phase to have separate construction contracts and/or subcontracts and with each phase to be subject to guaranteed maximum pricing and related pricing guaranteed commitments, some of which may be undertaken by the construction manager/agent.

## **PROJECT FINANCING**

Any and all obligations of the Port as to completion of the Project as contemplated by the 2018 Bonds and by the Facilities Lease shall be limited to the remaining proceeds of the 2018 Bonds.

## **FACILITIES LEASE**

The Facilities Lease identifies the anticipated assets to be constructed. Construction manager/agent will be expected to collaborate with Allegiant Industrial Island Park, LLC as Lessee in the satisfaction of its development obligations pursuant to the Facilities Lease.

## **LIMIT OF PORT OBLIGATIONS**

The Port's obligations for completion of the Project shall be solely the remaining proceeds from the 2018 Bonds, and the Port shall not provide any liability or indemnification for the timely substantial completion of the Project; said liabilities shall be the responsibility of Allegiant Industrial Island Park, LLC and the construction manager/agent selected pursuant to this Request for Qualifications.

## **QUALIFICATION SUBMITTAL REQUIREMENTS**

Qualification Submittals will be accepted until 5:00 p.m. local time, 17<sup>th</sup> day, October, 2018. Submittals received after that date and time will not be considered.

Qualifications shall be submitted with three (3) copies and marked “QUALIFICATIONS FOR PORT CONSTRUCTION MANAGER/AGENT SERVICES – PORT OF BEAUMONT”. Qualifications shall be submitted to David C. Fisher, Port Director and CEO, Port of Beaumont at 1225 Main Street, Beaumont, Texas 77701.

Qualification Submittals shall include a title page listing the full company/firm name, address, phone number and email of the proposer and the name, title and signature of the company/firm representative authorized to make the Qualifications Submittal.

## **COMPANY/FIRM GENERAL INFORMATION**

Firms submitting Qualifications shall provide general information regarding the firm’s history, organization, officers, expertise and other general introductory information relevant to this Request for Qualifications.

## **KEY PERSONNEL/QUALIFICATIONS**

Firms submitting Qualifications shall indicate the individuals that would be assigned to provide the multi-disciplined engineering services required and serve as the primary port consulting engineer(s), along with any key support staff and/or associates that will play a significant role in the construction management of the Project. The key personnel must possess substantial knowledge of and experience for the performance of the required services. Resumes and other information relating to the background and qualifications of key personnel and leaders assigned should be included in the Qualification Submittals.

## **EXPERIENCE/REFERENCES**

Include a list of your firm’s most representative projects similar to that required under this Request for Qualifications, particularly provide detailed information relative to the provision of services and/or undertaking of development of intermodal transportation facilities including those for transportation of liquid products including crude oil and finish products. Include a brief description of the project or work performed (work experience) along with a point of contact (reference) that the Port may use to research qualifications references and experience. All client listings will be used only for the purpose of selecting engineers for the work required under this Request for Qualifications.

## **SELECTION CRITERIA**

The following criteria will be used in selecting an engineering firm and subsequent award of a contract, as applicable.

1. Demonstrated competence and qualifications regarding the firm's ability to perform the required services, including, but not limited to, the firm's knowledge and understanding of port operations and development of intermodal transload facilities projects.
2. Professional background and expertise of the key personnel assigned to perform the required services.
3. Degree of interest and comprehension shown in performing the work and the comprehensive nature of the Qualifications Submittal (i.e. submittal of a detailed comprehensive Qualifications providing the Port with a clear understanding of the experience for performing construction manager/agent services).
4. Presence of local area office or method of allocation of required services timely as needed by the Port.

Upon review and evaluation of the Qualification Submittals, the Port, at its sole discretion, may conduct interviews of selected firms before making a final selection.

The award of a contract for the services shall be made, in accordance with Chapter 60, Water Code (inclusive of §60.461) and Texas Government Code §2254.004, to the responsible proposer whose qualifications and demonstrated competence is determined to be the best and most qualified evaluated submittal for the Port of Beaumont as set forth above in this Request for Qualifications.

## **FEES**

Firms submitting their Qualifications shall not include any fee schedules or project cost estimates for construction manager/agent services in their submittals. Upon selection of the most qualified construction manager/agent in accordance with Texas Government Code §2254.004, a contract shall be negotiated, including negotiation of fair and reasonable fees, with the most qualified provider in accordance with Texas Government Code §2254.003.

The award of a contract for the services shall be made to the responsible proposer whose Qualifications is determined to be the best and most qualified evaluated offer resulting from negotiation giving consideration to the evaluation set forth above in this Request for Qualifications.

## **GENERAL CONDITIONS/INFORMATON**

**Qualified Submitters:** Nothing in this Request for Qualifications is intended to exclude any responsible firm from submitting a Qualification Submittal. All responsible firms are encouraged to submit Qualifications.

**Request for Qualifications Amendment:** No person has the authority to verbally alter the provisions contained in this Request for Qualifications. Any revisions or amendments to this Request for Qualifications must be made in writing and approved by the Port Director & CEO. In the event said revisions or amendments are approved, these will be forwarded to each firm holding a Request for Qualifications.

**Request for Qualifications Disclosure:** Information provided in a Qualification Submittal shall not be disclosed to competing proposers until a contract for the project is awarded. After a contract for the project is awarded, Qualifications shall be opened for public inspection except for information specified in a program as a trade secret or as confidential, and such information shall be kept confidential; however, the proposer shall bear all cost and expense that may arise if a public information request is made for information identified as a trade secret or confidential in a Qualification Submittal, and the Port proceeds with a request for an Attorney General's opinion as to whether the information identified is a trade secret or should remain confidential and not subject to the disclosure under the Texas Public Information Act.

**Request for Qualifications Revisions; Final Negotiation:** By approval of this Request for Qualifications, the Port Commission of the Port states that it will reserve the right that it will conduct negotiations with responsible offerers submitting Qualifications and will accord fair and equal treatment with respect to any opportunity for negotiation, and if deemed in the best interest of the Port, revision of Qualifications. The Port acting by and through its Port Commission reserves the right to permit revisions to Qualifications after the submission of a Qualifications and before award of a contract for the project; however, if any revision changes the project specified in the Request for Qualifications, all firms submitting qualifications shall have an opportunity to submit revisions prior to the close of negotiations and the award of a contract for the project.

**No Collusion, Confer Benefit:** Any person or business enterprise proposing to contract or contracting with the Port commits an offense punishable under the Texas Penal Code if said person or business enterprise offers, confers or agrees to confer any benefit as consideration for a decision, opinion, recommendation, vote or exercise of discretion by a commissioner or in exchange for a commissioner exercising his official powers or performing his official duties that result in any violation of law or the policies and procedures of the Board of Port Commissioners. Any person or business enterprise engaging in such conduct may, in addition to being subject to criminal penalties, have proposed or existing contracts with the Port terminated and may be excluded from future business relations with the Port for a period of time as determined by the Board of Commissioners of the Port.

**Construction Manager/Agent Agreement:** The successful proposer will be required to execute a Construction Manager/Agent Agreement between the Port and the proposer. The Port may provide the form of the Construction Manager/Agent Agreement with the enumerated services set forth above included and consider in that proposal other terms and conditions including fees for various services to be negotiated between the Port and the successful proposer.

**Costs of Request for Qualifications Response:** Proposers will be responsible for all costs incurred in preparing a response to this Request for Qualifications. All material and documents submitted by prospective submitters shall become the property of the Port, and it will not be returned. The submitter duly qualified and selected for further negotiations will be responsible for all costs incurred by submitter during such negotiations.

**Insurance:** All forms that require a signature or initials must bear an original initial or signature. Submitters shall enforce and maintain throughout the term of the Agreement:

1. Comprehensive General Liability Limits of \$1,000,000 combined single limit with the Port named as additional insured with respect to the services being procured.
2. Workers' Compensation as required by applicable law.
3. Automobile Liability limits of \$1,000,000.

**Request for Qualifications Submittal Responsibilities:** Each submitter is presumed by the Port to have thoroughly studied this Request for Qualifications and become familiar with the contents, locations, nature of requests covered by this Request for Qualifications. Any failure to understand completely any aspect of this Request for Qualifications is the responsibility of the submitter.

**No Claim Against Port:** The submitter shall not obtain, by submitting a proposal in response to this Request for Qualifications, any claim against the Port or Port property for reason of all or any part of any of the following: the selection process; the rejection of any or all offers; the acceptance of any offer; entering into any agreements or the failure to enter any agreements; any statement, representations, acts or omissions of the Port or any person or entity acting on its behalf; the exercise of any discretion set forth in or concerning any of the foregoing; and any other matters arising out of the foregoing.

**HB 1295 Disclosure Form:** Effective January 1, 2016 and pursuant to Texas Government Code §2252.908 (the "Interested Party Disclosure Act"), the Port will not finalize its procurement of construction manager/agent services until the successful submitter executes and returns a Certificate of Interested Party Form 1295 (the "Disclosure Form") to the Port as prescribed by the Texas Ethics Commission ("TEC").

**Additional Condition of Award—Compliance with H.B. 89 and SB 252, 85th Texas Legislature:** Pursuant to Section 2270.002 of the Texas Government Code requires each respondent to verify it does not boycott Israel and, except to the extent required by applicable federal law, will not boycott Israel through the term of the agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israel-controlled territory, but does not include an action made for ordinary business purposes. See attached form.

Pursuant to Subchapter F, Chapter 2252, Texas Government Code, to the extent applicable, each respondent, represent that it (including any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the respondent) is not a company (as defined in Section 2270.0001(2), Texas Government Code) engaged in business with Iran, Sudan, or a foreign terrorist organization (as defined in Section 2252.151(2), Texas Government Code) and that it is not on a list prepared and maintained by the Comptroller of Public Accounts of the State of Texas under Sections 2270.0201 or 2252.153, Texas Government Code. See attached form.

**Conflict of Interest:** All qualification submittals shall include the attachment and completion of the Conflict of Interest Questionnaire (Form CIQ) attached hereto.

**Contracts:** All companies wishing to submit Qualifications may contact David C. Fisher, Port Director & CEO at 409-835-5367 or by email at [dcf@portofbeaumont.com](mailto:dcf@portofbeaumont.com), to arrange to visit the Port to observe the site and obtain additional information as deemed appropriate for formulating a proposal for a Qualifications Submittal.

David C. Fisher  
Port Director & CEO

**House Bill 89 Verification**

I, \_\_\_\_\_ (Person name), the undersigned  
representative (hereinafter referred to as “Representative” of

\_\_\_\_\_  
(company or

\_\_\_\_\_  
business name, hereafter referred to as “Business Entity”), being an adult over the age of  
eighteen (18) years of age, after being duly sworn by the undersigned notary, do here depose  
and affirm the following:

1. That Representative is authorized to execute this verification on behalf of Business Entity;
2. That Business Entity does not boycott Israel and will not boycott Israel during the term of any contract that will be entered into between Business Entity and the Port of Beaumont Navigation District of Jefferson County, Texas and
3. That Representative understands that the term “boycott Israel” is defined by Texas Government Code Section 2270.001 to mean refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israel-controlled territory, but does not include an action made for ordinary business purposes.

\_\_\_\_\_  
**SIGNATURE OF REPRESENTATIVE**

**SUBSCRIBED AND SWORN TO BEFOR ME, the undersigned authority on**

**this                      day of    20**  
\_\_\_\_\_

\_\_\_\_\_  
**Notary Public**



**SB 252**  
**CHAPTER 2252 CERTIFICATION**

I, \_\_\_\_\_, the undersigned

Representative of

\_\_\_\_\_  
(Company or Business Name)

being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 252.153, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the Port of Beaumont Navigation District of Jefferson County, Texas.

\_\_\_\_\_  
Name of Company Representative (Print)

\_\_\_\_\_  
Signature of Company Representative

\_\_\_\_\_  
Date

