

RESOLUTION NO. 2014 - 224

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD RFQ NO. 14-96 AND TO EXECUTE AGREEMENTS FOR UTILITY ENGINEERING SERVICES

RECITALS

WHEREAS, the County desires to enter into contracts with the top seven (7) ranked firms to provide Utility Engineering Services for St. Johns County in accordance with RFQ No. 14-96; and

WHEREAS, the scope of the services will be provided on an as-needed basis and issued pursuant to a task order for each project; and

WHEREAS, through the County's formal RFQ process, seven (7) firms were selected as the most qualified respondents to enter into a contract with the County to perform the work referenced above; and

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the proposed contract (attached hereto, an incorporated herein) and finds that entering into contracts to complete the work services serves a public purpose.

WHEREAS, the contract will be finalized after further negotiations but will be in substantial conformance with the attached draft contract.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to award RFQ 14-96 to the top seven (7) ranked respondents.

Section 3. Upon successful negotiations, the County Administrator, or designee, is further authorized to execute agreements in substantially the same form and format as the attached draft on behalf of the County to provide the scope of services as specifically provided in RFQ 14-96.

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 19 day of August, 2014.

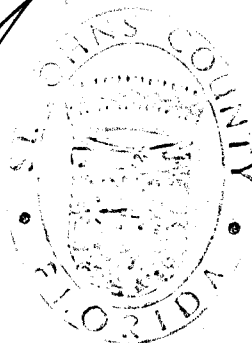
BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: _____
Chair

ATTEST: Cheryl Strickland, Clerk

By: Pam Halterman
Deputy Clerk

RENDITION DATE 8/21/14





**ST. JOHNS COUNTY
PURCHASING DEPARTMENT**

500 San Sebastian View
St. Augustine, Florida 32084

I N T E R O F F I C E M E M O R A N D U M

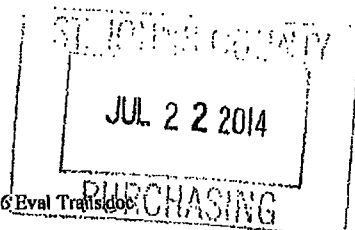
TO: Scott Trigg, Chief Engineer
FROM: Bridget Mein, Contracts Coordinator
SUBJECT: RFQ 14-96 Utility Engineering Services
DATE: Thursday, July 17, 2014

Attached please find a copy of the RFQ Evaluation Summary Sheet for your file as recorded and verified at the Evaluation Committee Meeting.

Please review, evaluate and make a written recommendation for this project. Also, indicate the budgeted amount for this item along with the appropriate charge code and return to my attention as soon as possible.

Please let me know if I can assist your department in any other way.

Dept. Approval Scott Trigg
Date JULY 21, 2014
Budget Amount CONTINUING SERVICES CONTRACTS
Account Funding Title VARIES
Funding Charge Code VARIES
Award to SEE ATTACHED LETTER
Award Amount VARIES





St. Johns County Board of County Commissioners

Utility Department

July 21, 2014

Bridget Mein
Contracts Coordinator
St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine, FL 32084

Re: Continuing Contract for Utility Engineering Services for
St. Johns County Utility Department
Request for Qualifications (RFQ) No. 14-96

Dear Bridget,

We greatly appreciate your efforts in helping our Department secure proposals from various engineering firms for the Utility Engineering Services continuing contracts. We had exceptional submittals from eleven (11) consulting firms who are all well qualified in the services we are seeking.

We believe that in the long run it will be beneficial to us, especially if we take into consideration the length of contract (possibly six years) and that some of these companies may not be available due to acquisitions or closures that we recommend seven (7) of the highest ranking firms for contract negotiations. These firms are:

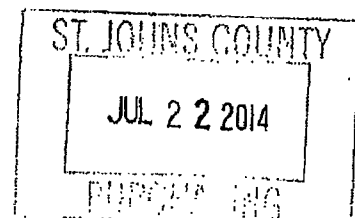
1. CH2M Hill Engineers, Inc.
2. CDM Smith Inc.
3. Jones Edmunds & Associates, Inc.
4. Hatch Mott McDonald
5. Constantine Engineering, Inc.
6. Jacobs Engineering Group Inc.
7. England – Thlms & Miller, Inc.

I have attached the signed selection memo along with the ranked evaluation summary sheet to include in your package for the next County Commission meeting. Please give me a call if you need any additional information.

Best Regards,

A handwritten signature in cursive script that reads "Scott Trigg".

Scott Trigg, PE.
Chief Engineer – Capital Projects
St. Johns County Utility Department

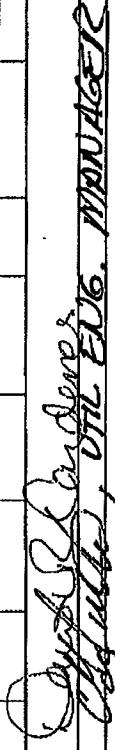


EVALUATION SUMMARY SHEET

Date: 17-Jul-14
 RFP: RFQ 14-96
 Utility Engineering Services

ST. JOHNS COUNTY, FLORIDA

FIRM	RATER Scott Trigg	RATER Larry Miller	RATER Greg Caldwell	RATER Kevin Wiseman	RATER Barry Stewart	TOTAL	RANK	COMMENTS
CH2M Hill Engineers, Inc.	91	94	85	89	93	452	1	
CDM Smith Inc.	90	91	86	91	89	447	2	
Jones Edmunds	89	84	88	91	89	441	3	
Hatch Mott McDonald	89	85	84	88	88	434	4	
Constanrdne Engineering Inc.	87	77	85	90	86	425	5	
Jacobs Engineering Group Inc	74	84	82	88	80	408	6	
England-Thims & Miller, Inc.	81	71	84	90	75	401	7	
Applied Technology & Management, Inc.	67	78	84	90	67	386	8	
Reiss Engineering, Inc.	77	67	82	88	70	384	9	
Carollo Engineers, Inc.	70	72	81	88	70	381	10	
Stone Engineering	65	68	83	90	68	374	11	


 Barry Stewart, UTIL. ENG. MANAGER

APPROVED: Purchasing Manager
 Utility Chief Engineer

NOTE:
 THE RANKING SHOWN ABOVE MUST BE FOLLOWED UNLESS SPECIAL CONDITIONS MERIT A CHANGE IN THE NEGOTIATING ORDER, IN THIS CASE, THE SPECIAL CONDITIONS MUST BE EXPLAINED IN DETAIL IN THE COMMENTS SECTION OR ATTACHED TO THIS RANKING SHEET.

POSTING TIME/DATE FROM 4:00 p.m. July 17, 2014 UNTIL 4:00 p.m. July 22, 2014

ANY RESPONDENT AFFECTED ADVERSELY BY AN INTENDED DECISION WITH RESPECT TO THE AWARD OF ANY REQUEST FOR PROPOSAL, SHALL FILE WITH THE PURCHASING DEPARTMENT FOR ST. JOHNS COUNTY, A WRITTEN NOTICE OF INTENT TO FILE A PROTEST NOT LATER THAN SEVENTY-TWO (72) HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL HOLIDAYS) AFTER THE POSTING OF THE SUMMARY SHEET. PROTEST PROCEDURES MAY BE OBTAINED IN THE PURCHASING DEPARTMENT.



St. Johns County Board of County Commissioners

Purchasing Division

NOTICE OF INTENT TO AWARD

July 22, 2014

RE: RFQ 14-96 Utility Engineering Services

Please be advised that the Purchasing Department of St. Johns County is issuing this notice of its Intent to Award a contract to the top seven (7) ranked firms for **RFQ 14-96 Utility Engineering Services**. This notice will remain posted on the **St. Johns County Purchasing Department bulletin board** until 4:00 on July 25, 2014.

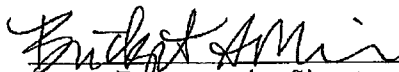
Any person (including any bidder or proposer) who is, or claims to be, adversely affected by the County's decision or proposed decision shall file a written Notice of Protest with the Purchasing Department of St. Johns County within 72 hours after the posting of the notice of decision or proposed decision. Failure to file a Notice of Protest within the time prescribed in Section 304.10 of the St. Johns County Purchasing Manual (the Bid Protest Procedure), or failure to post the bond or other security required by the County within the time allowed for filing a bond, shall constitute a waiver of proceedings and a waiver of the right to protest. The protest procedures may be obtained from the Purchasing Department and are included in the County's Purchasing Manual. All of the terms and conditions of the County Purchasing Manual are incorporated herein by reference and are fully binding.

Should the Purchasing Department receive no protests in response to this notice, an agenda item will be submitted to the St. Johns County Board of County Commissioners for their consideration and subsequent approval to award a contract.

Please forward all correspondence, requests or inquiries directly to my attention, Bridget Mein, Contracts Coordinator, in the Purchasing Department at bmein@sjcfl.us.

If you have any questions regarding this Notice of Intent to Award please contact Dawn Cardenas, Purchasing Manager, St. Johns County Purchasing Department at (904) 209.0152.

Sincerely,
St. Johns County
Board of County Commissioners


County Representative Signature

Date: July 22, 2014

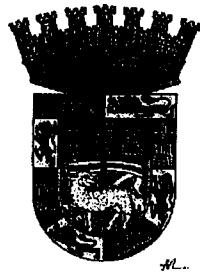
Bridget Mein, Contracts Coordinator
Name & Title (Printed)

REQUEST FOR QUALIFICATIONS

RFQ #14-96

FOR

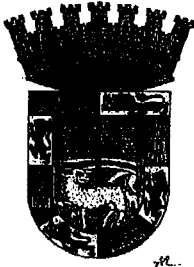
Utility Engineering Services



Issued By:

**St. Johns County, Florida
St. Johns County Purchasing Department
500 San Sebastian View
Saint Augustine, Florida 32084**

Due Date/Time for Receipt of Proposals: June 19, 2014 @ 4:00 p.m.



**RFQ#14-96
ST. JOHNS COUNTY, FLORIDA
REQUEST FOR QUALIFICATIONS**

UTILITY ENGINEERING SERVICES

In accordance with the provisions of Subsection 287.055, Florida Statutes, and St. Johns County Purchasing Procedures, notice is hereby given that St. Johns County, a political subdivision of the State of Florida, will accept letters of Interest and qualifications statements **until 4:00 P.M. on June 19, 2014**, at the St. Johns County Purchasing Department, 500 San Sebastian View, St. Augustine, Florida 32084 for the following Professional Services:

UTILITY ENGINEERING SERVICES

RFQ documents may be obtained from Bridget Mein, Contracts Coordinator, St. Johns County Purchasing Department, 500 San Sebastian View, St. Augustine, Florida 32084, or by via email request to bmein@sjcf.us, or by calling Onvia Demand Star at 800-711-1712 and requesting Document #14-96. Many packages can be downloaded from the Internet. Check the Agency's site for download availability and any applicable fees. Vendors registered with DemandStar.com can download most packages at no cost from their web site – www.demandstar.com.

Qualified firms desiring to respond to the RFQ must submit six (6) proposal packages, **clearly marked on the outside: Sealed Proposal for RFQ #14-96 UTILITY ENGINEERING SERVICES** to St. Johns County Purchasing Department, 500 San Sebastian View, St. Augustine, Florida 32084, by or before the time stipulated above.

CONTACTS - Questions related to this RFQ shall be directed **in writing to Bridget Mein**, Contracts Coordinator, St. Johns County Purchasing Department, 500 San Sebastian View, St. Augustine, FL 32084, fax (904) 209-0163, or email bmein@sjcf.us. **Inquiries related to the work scope, clarification or corrections must be in writing to the contact name shown above** via fax, email or mail and must be received **in writing** no later than **4:00 P.M. on June 5, 2014**. No verbal inquiries will be accepted. All addendum(s) will be issued by the Purchasing Department no later than **June 12, 2014**. **Do not contact any other staff member of St. Johns County, except Bridget Mein, Contracts Coordinator, with regard to this RFQ. Contact with any other County employee associated with these services during the RFQ process is strictly prohibited.** All inquiries will be routed by the Purchasing Department to the appropriate staff member for response.

DUE DATE AND LOCATION - The letters of Interest and supplemental information will be received until **4:00 p.m. on June 19, 2014**. Mail or deliver all proposals to Bridget Mein, Contracts Coordinator, St. Johns County Purchasing Department, 500 San Sebastian View, St. Augustine, FL 32084. St. Johns County, Florida reserves the right to reject any or all proposals, waive minor formalities or award to and negotiate with the firm whose proposal best serves the interest of St. Johns County.

SCOPE OF SERVICES - The St. Johns County Utility Department (SJCUD), which is located at 1205 State Road 16, St. Augustine, Florida 32084, desires to secure the following Engineering Services including, but not limited to:

- I. Potable Water
 - A. Water treatment plant design (modification/expansion/new construction)
 - B. Water distribution system design and hydraulic modeling
 - C. Supply well design
 - D. Water quality analysis and evaluation
 - E. Ground Storage Tank and Booster Station design
 - F. Inline Booster Station design

- G. Groundwater Modeling
 - H. Water Supply Planning
- II. Wastewater
- A. Wastewater treatment plant design (modification/expansion/new construction)
 - B. Gravity sewer system extension and rehabilitation design
 - C. Forcemain system extension and replacement design
 - D. Wastewater pump stations design
 - E. Reclaimed water main extensions and pumping system design
 - F. Reclaimed water treatment and application system design
 - G. Biosolids management
- III. General Utility
- A. Water and wastewater utility relocation design
 - B. Emergency power
 - C. Instrumentation and control design
 - D. Private utility evaluations and purchase negotiations
 - E. Financial and Strategic Master Planning
 - F. Various Engineering Studies
 - G. SRF and other Grant/Loan processing and procurement
- IV. Permitting
- A. Consumptive Use Permit
 - B. DEP Operating and Construction Permits
 - C. NPDES Permitting
 - D. Reuse Permitting
 - E. Operation and Maintenance Performance Reports
 - F. Capacity Analysis Reports
 - G. Reuse Feasibility Report
 - H. WQBEL Studies
 - I. Mixing Zone Analysis
 - J. FDOT Permitting
 - K. SJRWMD Permitting
- V. Construction Administration
- A. Pre-construction conferences
 - B. Shop drawing reviews
 - C. Change order development
 - D. Testing process
 - E. Construction observation
 - F. Certification process
 - G. Record drawing review

Work will be awarded by task order on a project-by-project basis that may include any or all of the above mentioned services, or services not specifically mentioned, but directly related to the specified discipline. Individual(s) or firm(s) may sublet, subcontract or otherwise engage the services of a third party. The subcontractor information and proposal must be disclosed in the response to the proposal. However, the primary consultant **must** be responsible for all the work performed. The contract amount for services on any single project or task order will not exceed the limit set forth by current Florida Statute. The agreement(s) shall be governed by and construed in accordance with the laws of the State of Florida.

Generally, the method of compensation preferred by the County is on an hourly basis for services rendered, in accordance with an established fee schedule and actual hours. A "Fee Schedule" will be negotiated and agreed upon at the time of execution of each agreement and will be a part of the contract documents. All payments, fees, reimbursements, and costs will be based on the fee schedule established

for the successful proposer(s). The Fee Schedule will designate the hourly rate / unit rates for each position title specified. Deviations from the negotiated fee schedule are strictly prohibited, without the prior written consent of the Purchasing Director. The task order proposals will detail the services required to complete the project. The total labor hours required for each activity, the total cost for each activity to include labor, materials, reimbursables and mileage must be included in the task order proposals. All task order fees will be in accordance with the contractual negotiated fee schedule. The successful Individual(s) or firm(s) will be paid no more frequently than on a monthly basis, upon the receipt any deliverables required in each task order and a valid invoice or statement.

In the event that a Consultant is recommended for a contract after the qualifications based ranking, the firm will be required to submit hourly rates for staff & principal, including base rate, overhead & profit.

PROPOSAL FORMAT AND ADDITIONAL INFORMATION: Any qualified firm(s) or individual(s) desiring to provide the required services should submit a letter of interest and the documents requested herein. All submittals of qualifications shall be for principal consultant.

All proposals must follow the same format. No exceptions to this format will be accepted. The aim of the required format is to simplify the proposal preparation and evaluation process, and to ensure that all proposals receive the same orderly review.

To be accepted for evaluation, the proposal format must address all required components in the order given in this RFQ. The Proposal must be submitted with headings, sections, and subsections identified appropriately. The total number of pages in Sections 1 through 6 will be limited to a total of sixty (60) double-sided sheets. Neither the cover letter, section dividers, nor front and back cover will count towards the maximum sheet count. Section 7 includes the SF330 (Part I and Part II) and is not included in the 60 page limit. The font for the entire proposal shall be Times New Roman and no smaller than 10 point, except for document photocopies or documents not originally produced by the proposing firm.

In order to insure a uniform review process and to obtain the maximum degree of comparability, it is required that Proposals be organized in the manner specified as follows:

Cover Letter - Provide a one-or two-page cover letter. Include one original signed cover letter with the original proposal and a copy of the cover letter with each copy of the proposal. The cover letter should include the following:

- o Name of the Firm submitting the response;
- o A brief statement that the Firm has a complete understanding of the services to be provided under a continuing contract;
- o A brief statement that the firm is responding to St. Johns County's request for qualifications to provide Utility Engineering Services to St. Johns County, Florida;
- o Name(s), title(s), phone number(s), fax number(s), email and street addresses of the individual with responsibility for the response and to whom matters regarding this RFQ should be directed;
- o The names, title, phone number, fax number, e-mail addresses, and street addresses of the person(s) in the consultant's organization who will be the client services' manager and senior project manager(s) who will be responsible for coordinating all projects for the Utility Department.
- o Brief narrative and/or highlights of the Firm's qualifications and ability to provide and perform the requested project services to St. Johns County;
- o The firm shall include a sentence indicating you are considering yourself a "SMALL ENGINEERING FIRM" or "OTHER-THAN-SMALL ENGINEERING FIRM". If this statement is omitted from the cover letter or ambiguous, the firm will be classified as "OTHER-THAN-SMALL".
- o Such other information as the respondent deems appropriate.

Section 1: Experience with Similar Projects and St. Johns County - This section should showcase different utility projects that have been successfully designed and constructed. Selected projects should be relevant in size and scope to the SJCUD. The majority of projects included in this

section should be in the State of Florida. Include a one or two-page project description that demonstrates capabilities in specific engineering areas, experience with similar public utilities, and/or local project experience within the past five years. Include the name of the organization, date of the project, engineering consultant's original fee and final fee (after scope modifications), indicate fees associated with the owner's requested changes and the consultant's requested changes, engineer's opinion of cost, selected contractor's initial and final costs, and the name of the client's project manager to contact for a reference.

Section 2: Staff Qualifications and Project Team – Provide the following information, at a minimum, about your engineering firm:

- The firm's name, website address, business address, phone number, and fax number
- Types of services and products offered
- Number of years in business; number of years working for public utilities
- Total number of employees; number of employees working in the utility group
- The location of the office or offices that would provide the project services
- A statement of the firm's background & experience relative to the qualifications required in this RFQ.
- Nature and extent of private development work within the County for the past 5 years and projected for the next two years; provide the percentage of private development work versus the firm's total engineering services for each of the past 5 years. Discuss the amount of work performed by the office where the project manager is located.
- Nature and extent of public utility projects related to water, sewer and reuse for the past 5 years; provide the percentage of public utility work versus the firm's total engineering services for each of the past 5 years. Discuss the amount of work performed by the office where the project manager is located.
- Introduce the designated senior management, project manager and the project team. Provide information about the staffs' experience relative to the engineering services listed above, highlighting the experience of the Professional Engineers and senior designers that will be working on the projects. On each team member's resume, include the name of city and state where they are located in the upper right corner. Include a project team organization chart.
- For each key person that would be assigned to the projects, include a one or two-page résumé that includes a summary of relevant professional qualifications, length of service with the firm, total years involved in utility engineering, relevant project experience, education, and professional registration.

Section 3: In this section, describe the respondent's expertise with the methods, hardware, and software necessary to perform the project scope and services described in this RFQ. Also, include a response to all of the project descriptions below with your project approach, document your assumptions and process for completion. The sample fictitious projects are as follows:

Project A: WWTP A is a conventional activated sludge wastewater treatment plant designed for an average annual daily design (AADF) flow of 1.5 million gallons per day (MGD). SJCUD is considering upgrading the treatment process at WWTP A to meet effluent limits for BOD5:TSS:TN:TP of 5:5:3:0.2 mg/L. The 2020 and 2040 AADF influent flow projections are 0.4 MGD and 0.9 MGD, respectively. The existing maximum month mass loadings and biological basin dimensions are presented in the tables below. Provide a short-term (2020) low capital cost option to meet the proposed effluent limits using the 2020 influent flow rate and an upgrade option that would meet the 2040 influent flow rate.

Maximum Month Mass Loadings

Characteristic	Max Month
CBOD5	222 mg/L
TSS	242 mg/L
TKN	55 mg/L

TN	55.4 mg/L
TP	5.5 mg/L

Existing Biological Basin Volumes

Aeration Basin	
No.	2
Length per Basin	90 feet
Width per Basin	25 feet
Sidewall Depth per Basin	17.25 feet
Clarifiers	
No.	2
Diameter	60 feet
Sidewater Depth	16 feet

Project B: WWTP A and WWTP B are 100 percent reuse facilities with backup discharges to surface waters. The reuse distribution systems served by WWTP A and WWTP B are interconnected and currently serving golf courses and a limited amount of commercial reuse customers. WWTP A has a 2 million gallons (MG) storage tank and pumping facility, WWTP B has a 1.0 MG storage tank and pumping facility, and at a mid-point in the existing distribution system there is a 1.5 MG storage tank and pumping facility. The reuse system will be expanded to serve a significant amount of residential customers in the near future. Additional distribution, storage, and pumping facilities will be provided for the new reuse developments on the outskirts of the service area. However, the developments to be constructed initially within the central area will utilize the existing storage and pumping facilities. The combined 2020 flow projections to WWTP A and WWTP B and projected reuse demand rate are approximately 2 MGD. Please discuss residential reuse system implementation, reliability, and data collection considerations.

Project C - As the St. Johns River Water Management District (SJRWMD) considers limiting groundwater withdrawals and available sources for potable drinking water, the SJCUD will face new challenges. The SJCUD CUP expires in 2024. Please discuss supply issues in NE FL, ways to extend the SJCUD's groundwater sources, viable alternatives, impacts to our customers, etc.

Section 4: Quality Control – Describe the respondent's approach to quality assurance/quality control (QA/QC) procedures to ensure that quality work products and services can be delivered in a timely manner. Describe the process by which a scope of services is developed including time and the office locations that are involved in the process.

Section 5: Schedule and Availability - Describe your projected resource availability for projects and the different office locations that will contribute to the project and their roles. If multiple offices work on the project, describe how the project is coordinated between the offices.

Section 6: References - List of three (3) to five (5) references from clients for which projects relevant to the scope of services listed in this RFQ have been performed in the past three (3) years. Please include name(s), title(s), address(es), phone number(s), email address(es) of the primary contact and that person's relationship to the project.

Section 7: Administrative Information - Please include the following:

- A. SF330 Architect-Engineer Qualifications, Part I and II
- B. A copy of the firm's Certificate of Authorization as required by Florida Statutes Chapter 472.021.
- C. A copy of the current Department of Business and Professional Regulation License for each key person with a professional registration.

- D. Indicate whether the proposing Firm has ever had a contract/agreement relationship terminated/cancelled/suspended. If so, what were the reasons, and what was the ultimate outcome?
- E. Indicate whether proposing firm has ever filed an administrative or judicial action with any state Agency or state court. If so, what were the grounds/reasons, and what was the ultimate outcome? List all legal proceedings your firm has been involved in over the past 10 years.
- F. Conflict of Interest - All proposers must identify any past, present and/or future contractual or personal relationships with employees of St. Johns County or officials or appointed officers which would have actual or the appearance of a conflict of interest.
- G. The selected Consultant(s) may be required to submit three (3) years' annual financial statements, including company financial statement summaries, certified by a certified public accountant, prior to contract execution.
- H. The Engineering Firm shall supply information that is fully responsive to the RFQ, including, but not limited to, provision of any required license, permits, insurance, rate sheets & organizational papers.
- I. Misrepresentation of any material fact, whether intentional or not, regarding the Proposer's insurance coverage, policies or capabilities may be grounds for rejection of the RFQ submittal and rescission of any ensuing contract. **Copy of the insurance certificate shall be furnished to the County prior to final execution of the contract.**
- J. Proof of Insurance and its limits as follows:
1. The Consultant shall not commence work under this Agreement until he/she has obtained all insurance required under this paragraph and such insurance has been approved by the County.
 2. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Consultant shall furnish Certificates of Insurance to the County for review and approval prior to the execution of the contract. The Certificates shall provide for the following:
 - The County will be named as additional Insured on both the General Liability and Auto Liability policies.
 - The County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance.

It is the responsibility of the Consultant to insure that all subcontractors comply with all insurance requirements. These are minimum requirements which are subject to modification in response to high hazard operations.
 3. The Consultant shall maintain during the term of this Contract, standard Professional Liability Insurance.
 4. The Consultant shall maintain during the life of this Contract, Commercial General Liability Insurance. This shall include coverage for:
 - Premises/operations
 - Products/complete operations
 - Contractual liability
 - Independent contractors
 5. The Consultant shall maintain during the life of this Contract Comprehensive Automobile Liability Insurance. This shall include coverage for:
 - Owned autos
 - Hired autos
 - Non-owned autos
 6. The Consultant shall maintain during the life of this Contract, Workman's Compensation Insurance to meet statutory limits as are required by the law for all of its employees per Florida Statute 440.02. This policy must include Employer Liability.

INSURANCE REQUIREMENTS - The CONTRACTOR shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the COUNTY. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The CONTRACTOR shall furnish proof of Insurance to the COUNTY prior to the commencement of operations. The Certificate(s) shall clearly indicate the CONTRACTOR has obtained

insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the COUNTY. Certificates shall specifically include the COUNTY as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. A brief description of operations shall also be listed as a description on the certificate. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, Fl 32084

- A. **Standard Contract for Service: \$500,000 or less with no unusual hazards** - The CONTRACTOR shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the CONTRACTOR from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this contract, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

The CONTRACTOR shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

The CONTRACTOR shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the CONTRACTOR from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by a CONTRACTOR.

The CONTRACTOR shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees per Florida Statute 440.02.

In the event of unusual circumstances, the County Administrator or his designee may adjust these insurance requirements.

- B. **Major Contract for Service: \$500,000 or more with unusual or high hazards** - The CONTRACTOR shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate to protect the CONTRACTOR from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

The CONTRACTOR shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

The CONTRACTOR shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability to protect the CONTRACTOR from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired

automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by a CONTRACTOR.

The CONTRACTOR shall maintain Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

The CONTRACTOR shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees per Florida Statute 440.02.

In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.

EVALUATION OF PROPOSALS: St. Johns County intends to select consultants that demonstrate, in the County's opinion, the highest degree of compliance with the criteria listed below. With those consultants, St. Johns County will negotiate the technical aspects of the scope of work, deliverables, schedule, and fee on a project by project basis.

The Utility Department expects to select both "Small Engineering Firms" and "Other-than-Small Engineering Firms", however, less "Small Engineering Firms" will be selected. For the purposes of this RFQ ONLY, a "SMALL ENGINEERING FIRM" is any State of Florida licensed engineering firm with a total company staff less than 250 employees (full time equivalents at the time of RFQ submittal). The criteria and selection basis for both "small" and "other-than-small" firms will be the same as listed in this RFQ. The County is seeking professional services from a minimum of four (4) firms, with qualified staff and/or sub-consultants capable of providing typical services for activities as outlined below.

Please see attached Evaluation Criteria and Evaluation Sheet. Proposals will be reviewed by an evaluation team. Final team rankings will be summarized and a recommendation will be presented to the Board of County Commissioners for approval and authorization to negotiate with approved/selected firms.

The County may elect to conduct oral interviews or presentations from one or more of the proposal respondents. If the County elects to conduct oral presentations or interviews, such presentations or interviews will be conducted in accordance with Florida Sunshine Laws and will be open to the public.

Selected firms will be notified if presentations/interviews are required. The County desires to avoid the expense to all parties of unnecessary presentations. The evaluation team will make every reasonable effort to make recommendations based upon the written submittals alone.

Proposals will be evaluated in compliance with Florida Statute 287.055 (Consultants Competitive Negotiations Act), St. Johns County Purchasing Policy and the specific criteria as follows:

- A. Compliance with RFQ Instructions.** The proposals will be evaluated for general compliance with instructions issued in the RFQ. Noncompliance with significant instructions may be grounds for proposal disqualification. (0 to 5 points)
- B. Experience with Similar Projects and St. Johns County.** The proposal will be evaluated on the basis of project experiences that include projects outlined in the Scope of Work and Services Required. Projects completed for the County and other city, county, state or federal agencies will be considered. (0 to 25 points)
- C. Staff Qualifications and Firm Background.** The proposals will be evaluated on the basis of the consultant's demonstrated staff qualifications, which must include a Professional Engineer (P.E.) licensed in the State of Florida. Also, the proposal will be evaluated on the basis of the consultant's background, including the number of years in business completing project types listed in this RFQ. (0 to 20 points)

- D. Project Approach.** The proposal will be evaluated on the consultant's approach, capabilities, and methods in performing the project services. (0 to 25 points)
- E. Quality Control.** The proposal will be evaluated on the quality control process to be implemented to ensure that quality work products and services can be delivered in a timely manner. (0 to 10 points)
- F. Schedule and Availability.** The projected resource availability will be evaluated in the selection of the consultants, although St. Johns County understands that the actual beginning and completion dates of projects are subject to the notice to proceed. A firm's close proximity to St. Johns County would be important to availability. (0 to 10 points)
- G. References.** The proposal will be evaluated based on submittal of references. (0 to 5 points)

Please refer to the attached Evaluation Sheet for Ranking of Professional Services. Proposals will be reviewed by an evaluation committee. Evaluation Committee members will individually review proposals with no discussion amongst themselves. The Evaluation Committee will meet to compile the evaluators' scores and rank the responding firms in order. Each proposer will receive notification regarding the date, time and location of this meeting. This will be a public meeting conforming to all applicable State of Florida Sunshine Laws.

Members of the Evaluation Committee will review and evaluate each written proposal in accordance with the following criteria:

Criteria	Rating Points
Compliance with RFQ Instructions	0-5
Experience with Similar Projects and St. Johns County	0-25
Staff Qualifications and Firm Background	0-20
Project Approach	0-25
Quality Control	0-10
Schedule and Availability	0-10
References	0-5
Maximum Points Allowed	0-100

Final rankings will be compiled, summarized and ranked in a Public Meeting. All Respondents will be notified regarding time, date, and location of this meeting. This meeting will be held in accordance to all applicable Sunshine Laws according to Florida Statutes. A recommendation will be presented to the Board of County Commissioners for approval and authorization to negotiate contracts. Award of this RFP shall be made to the proposer(s) who, in the sole opinion of the County, is (are) deemed the most advantageous for the County. Upon selection of the top ranked firm(s) and BOCC approval, St. Johns County will negotiate the specific terms of the contract including fees and cost.

Any and all services not part of the original Scope of Work shall be considered additional services and shall not be implemented until approved by St. Johns County and a Task Order Amendment is fully executed by all parties.

CONTINUING SERVICES CONTRACT TERM: It is anticipated that St. Johns County will issue a professional services continuing contract for three years with three annual renewal options with one or more individual(s) or firm(s). Any contract(s) negotiated with any individual(s) or firm(s) responding to this Request for Qualifications will be non-exclusive. The County reserves the right to: (1) enter into contracts with firms for some or all of the services; and to (2) subsequently solicit proposals and negotiate contracts, for such services with respect to specific projects. All such actions shall be subject to the sole discretion of the County.

It is the intent of St. Johns County, if successful with contract negotiations, to enter into a Continuing Contract for Professional Services for an initial three (3) year period with provisions for three (3) one (1) year renewal options. Any contract renewal will be upon mutual agreement by all parties and based

upon the availability of funds and the need for services. Any contract(s) negotiated with any firm(s) responding to this Request for Qualifications will be non-exclusive. Any additional service options would require submission of a proposal and related fees for approval by St. Johns County **prior** to any work being implemented. These additional services will be added to the Standard Contract by Contract Amendment/Change Order.

The County may consider extending any executed Contract/Agreement under mutually acceptable terms and conditions. However, the County is under no obligation to extend any executed Contract/Agreement. Moreover, it is expressly understood that the option of extension is exercisable only by the County, and only upon the County's determination of satisfactory performance of any executed Contract/Agreement, including specifically, the Scope of Work/Services.

It is expressly understood that the Board's preference/selection of any proposal does not constitute an award of a Contract with the County. It is further expressly understood that no Contractual relationship exists with the County until a Contract has been formally executed by both the County and the selected Proposer.

The competence, responsiveness, and responsibility of proposers will be considered in making the award. Proposers are required to submit with their proposal, data in regard to their qualifications as a service provider including experience, and list of current companies successfully being serviced that are comparable to this request. Please include names and telephone numbers of persons to contact.

The proposer declares that the amount and nature of the materials/services to be furnished is understood and that the nature of this proposal is in strict accordance with the conditions set forth and is a part of this proposal, and that there will at no time be a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the proposals are opened.

By submitting a proposal, the proposer certifies that the proposer has fully read and understands the Proposal method and has full knowledge of the scope, nature, and quality of work to be performed. All Proposals submitted shall be binding for one hundred twenty (120) calendar days following opening.

The County is not responsible for any expenses which Proposers may incur in preparing and submitting Proposals. The County will not be liable for any costs incurred by the Proposer in connection with interviews/presentations (i.e., travel, accommodations, etc.). It is expressly understood, no Proposer may seek or claim any award and/or reimbursement from the County for any expenses, costs, and/or fees (including attorneys' fees) borne by any Proposer, during the entire RFP process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Proposer.

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Qualifications and the responses thereto are in the public domain. However, the proposers are requested to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

All proposals received in response to this Request for Qualifications will become the property of St. Johns County and will not be returned. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of St. Johns County.

In the event that a contract/agreement is attached to the RFQ, such attached contract/agreement is for discussion purposes only, and not necessarily reflective of any contract that may be ultimately entered into by the County. In the event that a contract/agreement is not attached to the RFQ, it is expressly understood that the Board of County Commissioner's (Board's) preference/selection of any proposal does

not constitute an award of a contract/agreement with the County. It is anticipated that subsequent to the Board's preference/selection of any proposal, contract negotiations will follow between the County and the selected Proposer. It is further expressly understood that no Contractual relationship exists with the County until a contract has been executed by both the County, and the selected proposer. The County reserves the right to delete, add to, or modify one or more components of the selected proposer's proposal, in order to accommodate changed or evolving circumstances that the County may have encountered, since the issuance of the RFP. It is further understood, no proposer (whether selected or not) may seek or claim any award and/or re-imburement from the County for any expenses, costs, and/or fees (including attorney's fees) borne by any proposer, during the entire RFQ process. Such expenses, costs, and/or fees (including attorney's fees) are the sole responsibility of the proposer. By submitting a proposal, a proposer agrees to be bound by these terms and provisions of the RFQ.

BID PROTEST - Any bidder, proposer or person substantially and adversely affected by an intended decision or by any term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or requests for qualifications, shall file with the Purchasing Department for St. Johns County, a written notice of intent to protest no later than 72 hours (excluding Saturdays, Sundays and legal holidays for employees of St. Johns County) after the posting either electronically or by other means of the notice of intended action, notice of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Department and are included in the County's Purchasing Manual. All of the terms and conditions of the County's Purchasing Manual are incorporated by reference and are fully binding.

INDEMNIFICATION - To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless St. Johns County, Florida, and employees from and against liability, claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from performance of the Work, provided that such liability, claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction to tangible property (other than the Work itself) including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the Consultant, a Subconsultant, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

In claims against any person or entity indemnified under this Paragraph by an employee of the Consultant, a Subconsultant, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Consultant or a Subconsultant under workers' compensation acts, disability benefits acts or other employee benefit acts.

St. Johns County Administrative Code Section 304.6.5 Procedures Concerning Lobbying. Bidders, proposers, and those intending to qualify must abide by the following requirements: A lobbying blackout period begins upon issuance of the bid solicitation, request for proposal, request for qualifications, and continues until the Purchasing Director, County Administrator, or designee, or Board Chairperson executes a contract on behalf of the County. For procurements that do not require Board approval, the blackout period starts when the bid solicitation, Request for Proposal or Request for Qualifications is issued and ends upon contract award. For any questions concerning a Bid/RFP/RFQ, a bidder or proposer must contact the person listed in the Bid/RFP/RFQ as the Contact Person or Point Person for the County. Bidders or proposers who do not abide by these rules are subject to having their Bid or Proposal or Qualifications automatically rejected, without further recourse, and shall be subject to debarment for periods up to 12 months.

"Blackout" for the purposes of this policy refers to a time period during which vendors, contractors, consultants, or their agents or representatives may not communicate or lobby in any manner with Board

members, the County Administrator, or County staff, other than the designated purchasing agent, and to a time when Board members, the County Administrator, or County staff, other than the designated purchasing agent, shall not communicate in any manner with vendors, contractors, consultants, or their agents or representatives, regarding potential contracts with the Board. The blackout period begins once an invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications has been issued.

Any such communication shall disqualify the vendor, contractor, or consultant from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications.

To invoke the provision of Florida Statute 624.4213, Trade Secrets, or other applicable law, the requesting firm must mark each page of such document or specific portion of a document claimed to be a trade secret must be clearly marked as "trade secret." All material marked as a trade secret must be separated from all non-trade secret material, such as being submitted in a separate envelope clearly marked as "trade secret." If the office or department receives a public records request for a document or information that is marked and certified as a trade secret, the office or department shall promptly notify the person that certified the document as a trade secret.

To invoke the provisions of Florida Statute 812.081, Trade Secrets, or other applicable law, the requesting firm must complete an Affidavit for Trade Secret Confidentiality, signed by an officer of the company, and submit the affidavit with the information classified as "Trade Secret" with other proposal documents. The affidavit must reference the applicable law or laws under which trade secret status is to be granted.

**CONTINUING CONTRACT (DRAFT)
FOR RFQ 14-96
UTILITY ENGINEERING SERVICES
ST. JOHNS COUNTY, FLORIDA
MASTER CONTRACT 14-MAS-XXX-XXXXX**

This Contract is made as of the _____ day of _____, 2014, by and between the Board of County Commissioners of St. Johns County, Florida, hereinafter referred to as the COUNTY, and Insert Company Name Here. an individual, a corporation, a partnership, authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose address is: Company Address; Phone; Fax. In consideration of the mutual promises contained herein, the COUNTY and the CONSULTANT agree as follows:

ARTICLE 1 – CONTRACT DOCUMENTS - The term CONTRACT DOCUMENTS means and includes the following:

1. RFQ DOCUMENTS AND ALL ADDENDA (EXHIBIT A)
2. CONSULTANT'S RESPONSE TO RFQ AND PROPOSAL (EXHIBIT B)
3. CONTINUING CONTRACT AGREEMENT NUMBER 14-MAS-XXX-XXXXX
4. ATTACHMENTS
5. NOTICE OF AWARD
6. INSURANCE CERTIFICATES
7. CONSULTANT PERFORMANCE REVIEW
8. TASK ORDERS
9. CHANGE ORDERS
10. AMENDMENTS
11. CONSULTANT'S RATE SHEET / FEE SCHEDULE (EXHIBIT C)

ARTICLE 2 – SERVICES

- a. The CONSULTANT's responsibility under this Contract is to provide professional and consultation services as set forth in Exhibits A and B in the area of Utility Engineering Services for St. Johns County on an as-needed basis for the duration of this Contract (the Services). The scope of such Services shall be detailed and performed in accordance with the provisions of a Task Order issued by the County for each project, and subject to the terms and conditions contained in the Contract Documents. Each Task Order issued under this Contract shall identify a representative of the COUNTY who shall provide direction to CONSULTANT in connection with services performed under the Task Order (the County Representative).
- b. The CONSULTANT shall perform the Services under the general direction of the County Representative.
- c. For each project, the CONSULTANT shall submit to the County Representative a detailed scope of work, a detailed cost estimate, and a project schedule on the CONSULTANT's letterhead. If a subcontractor is performing any work related to the Services, then the CONSULTANT shall submit documentation of the subcontractor's services and fees.

ARTICLE 3 – SCHEDULE - The COUNTY and the CONSULTANT shall mutually approve each project schedule. Upon mutual approval, the project schedule shall be attached to and incorporated into each Task Order.

ARTICLE 4 – COMPENSATION and BILLING/INVOICING

- a. The COUNTY shall pay as compensation to the CONSULTANT for services satisfactorily performed, in accordance with the terms, rates and fees provided in each Task Order issued.
- b. It is expressly understood that the CONSULTANT's compensation is based upon the CONSULTANT adhering to performance of the Services detailed in the Contract Documents. As such, the CONSULTANT's compensation is dependent upon satisfactory performance and delivery of all work product and deliverables noted in the Contract Documents.
- c. To the extent that the CONSULTANT is not in violation with any material aspect of this Agreement, and has not received a notice of termination of this Contract from the County, then the CONSULTANT may bill the County in accordance with the payment schedule provided in each issued Task Order.
- d. Although there is no billing form or format pre-approved by either the COUNTY, or the CONSULTANT, bills submitted by the CONSULTANT shall reference this Contract, the applicable Task Order number and a

detailed written report of the work completed in connection with the Services. A sample billing form is attached to this Contract as EXHIBIT D. The CONSULTANT is not required to use the sample billing form; however, if a bill from the CONSULTANT does not contain sufficient information to connect it to work performed pursuant to this agreement, the County may return the bill to the CONSULTANT, and request additional documentation or information. Under such circumstances, the timeframe for payment will be extended by the time necessary to receive a verified bill.

- e. Bills shall be delivered to the County Representative unless the County Representative directs the CONSULTANT in writing to deliver the bills elsewhere.
- f. Upon receipt and verification of the CONSULTANT's bill, the County shall process the bill, and forward payment to the CONSULTANT within thirty (30) days of verification.
- g. In order for both parties to close their books and records, the CONSULTANT shall clearly state "Final Invoice" on the CONSULTANT's final billing to the COUNTY for any Task Order issued under this Contract, and indicate that all Services under that Task Order have been performed, all charges and costs for the Task Order have been invoiced to St. Johns County, and there is no further work to be performed under the Task Order.
- h. Acceptance of the final payment by the CONSULTANT shall constitute a release of all claims against the COUNTY arising from this Contract.
- i. Labor Unit rates established on the Effective Date of this Contract may be adjusted once annually and shall be reflected in the first Task Order issued after each anniversary date (12 calendar months) of this Contract. The reference index used to determine the amount of rate adjustment shall be the Bureau of Labor Statistics unadjusted Consumer Price Index for all items for All Urban Consumers (CPI-U), U. S. City Average, published immediately prior to the contract anniversary date. The current index, Month, Year is XXX.XXX.

ARTICLE 5 - TRUTH-IN-NEGOTIATION CERTIFICATE - By executing this Contract, the CONSULTANT certifies that the wage rates and other factual unit costs supporting the compensation provided in this Contract are accurate, complete, and current as of the Effective Date of this Contract. Such rates and costs shall be reduced to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete, or noncurrent wage rates, factual unit costs, or inaccurate representations of fees paid to outside consultants. The COUNTY may exercise its rights under this Article within one (1) year following the end of this Contract.

ARTICLE 6 - TERMINATION

- a. This Agreement may be terminated upon either the COUNTY or the CONSULTANT providing at least thirty (30) days advance written notice to the other party of such notice of termination. Such written notification shall indicate that either the COUNTY or the CONSULTANT intends to terminate this Contract no less than thirty (30) days from the date of notification and shall provide a date of termination. Consistent with other provisions of this Contract, the CONSULTANT shall be compensated for any services or expenses that are both authorized under this Contract and that are performed or accrue up to the termination of this Contract.
- b. Upon the CONSULTANT's receipt a Notice of Termination by the COUNTY, except as otherwise directed by the COUNTY, the CONSULTANT shall:
 - i. Stop work on the date and to the extent specified;
 - ii. Terminate and settle all orders and subcontracts relating to the performance of the terminated work;
 - iii. Transfer all work in process, completed work, and other material related to the terminated work to the COUNTY; and
 - iv. Continue and complete all parts of the work that have not been terminated.

ARTICLE 7 - PERSONNEL

- a. The CONSULTANT represents that it has or that it shall secure, at its own expense, all necessary personnel required to perform the Services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.
- b. All of the Services required hereunder shall be performed by the CONSULTANT or under the CONSULTANT's supervision, and all personnel engaged in performing the Services shall be fully qualified and, if required, authorized or permitted under applicable State and Local law to perform such Services.
- c. Any changes or substitutions in the CONSULTANT's key personnel, as listed in **Exhibit C**, must be made known to the COUNTY in accordance with Article 32 of this Contract, and written approval must be granted by the COUNTY before said change or substitution may become effective.
- d. The CONSULTANT agrees that all Services shall be performed by skilled and competent personnel in a

manner consistent with that degree of care and skill ordinarily used by members of the same profession currently practicing under similar circumstances.

ARTICLE 8 - SUBCONTRACTING

- a. The CONSULTANT shall obtain the COUNTY's consent prior to engaging any subcontractor to perform work under this Agreement. Such consent shall not be unreasonably withheld. The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly the Services described in this Contract. The CONSULTANT is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.
- b. If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

ARTICLE 9 - FEDERAL AND STATE TAX

- a. The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY shall provide an exemption certificate to the CONSULTANT. The CONSULTANT shall not be exempted from paying tax to their suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONSULTANT authorized to use the COUNTY's Tax Exemption Number in securing such materials.
- b. The CONSULTANT shall be solely responsible for payment of CONSULTANT's FICA and Social Security benefits with respect to performance under this Contract.

ARTICLE 10 - AVAILABILITY OF FUNDS - The CONSULTANT acknowledges that the COUNTY's obligations under this agreement are contingent upon the appropriation of sufficient funds for that purpose by the Board of County Commissioners. Pursuant to the requirements of Section 129.07, Florida Statutes, payment made under this agreement shall not exceed the amount appropriated in the COUNTY's budget for such purpose in that fiscal year. Nothing in this agreement shall create any obligation on the part of the Board of County Commissioners to appropriate such funds for the payment of services provided under this contract during any given fiscal year.

ARTICLE 11 - INSURANCE - The CONSULTANT shall not commence work under this Contract until it has obtained all insurance required under this section and such insurance has been approved by the COUNTY. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The CONSULTANT shall furnish proof of Insurance to the COUNTY prior to the commencement of operations. The Certificate shall clearly indicate the CONSULTANT has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the COUNTY. Certificates shall specifically include the COUNTY as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the CONSULTANT of its liability and obligations under this Contract.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084

- a. Insurance Requirements: The CONSULTANT shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate to protect the CONSULTANT from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONSULTANT or by anyone directly employed by or contracting with the CONSULTANT.

The CONSULTANT shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

The CONSULTANT shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability to protect the CONSULTANT from claims for damages for bodily injury, including the ownership, use,

or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the CONSULTANT or by anyone directly or indirectly employed by a CONSULTANT.

The CONSULTANT shall maintain Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

The CONSULTANT shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees.

- b. In the event of unusual circumstances, the County Administrator, or his designee, may adjust the insurance requirements contained herein. In such event, the COUNTY shall provide written notice of the required adjustment to the CONTRACTOR as provided in Article 32 of this Contract.

ARTICLE 12 – INDEMNIFICATION - The CONSULTANT shall indemnify and hold harmless the COUNTY, and its officers and employees, from liabilities, damages, losses, and cost, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Contract. Said indemnification shall apply to any legal, equitable, or administrative action arising under this agreement, including any alternative dispute resolution proceeding.

ARTICLE 13 - SUCCESSORS AND ASSIGNS - The COUNTY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONSULTANT.

ARTICLE 14 – REMEDIES - No remedy herein conferred upon any party is intended to be exclusive or any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or nor or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

ARTICLE 15 - CONFLICT OF INTEREST - The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The CONSULTANT further represents that no person having any interest shall be employed for said performance.

The CONSULTANT shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the COUNTY, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the CONSULTANT.

The COUNTY agrees to notify the CONSULTANT of its opinion by certified mail within 30 days of receipt of notification by the CONSULTANT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the COUNTY shall so state in the notification and the CONSULTANT shall, at his/her option enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONSULTANT under the terms of this Contract.

ARTICLE 16 - EXCUSABLE DELAYS - The CONSULTANT shall not be considered in default by reason of any

delay in performance if such delay arises out of causes reasonably beyond the CONSULTANT's control and without its fault or negligence. Such cases may include, but are not limited to: acts of God; the COUNTY's emissive and commissive failures; natural or public health emergencies; freight embargoes; and severe weather conditions.

If delay is caused by the failure of the CONSULTANT's subcontractor(s) to perform or make progress, and if such delay arises out of causes reasonably beyond the control of the CONSULTANT and its subcontractor(s) and is without the fault or negligence of either of them, the CONSULTANT shall not be deemed to be in default.

Upon the CONSULTANT's request, the COUNTY shall consider the facts and extent of any delay in performing the work and, if the CONSULTANT's failure to perform was without its fault or negligence, the Contract Schedule and any other affected provision of this Contract shall be revised accordingly; subject to the COUNTY's right to change, terminate, or stop any or all of the Work at any time.

ARTICLE 17 – ARREARS - The CONSULTANT shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 18 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS - The CONSULTANT shall deliver to the COUNTY for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense shall be kept confidential by the CONSULTANT and shall not be disclosed to any other party, directly or indirectly, without the COUNTY's prior written consent unless required by a lawful order. All drawings, maps, sketches, and other data developed, or purchased under this Contract or at the COUNTY's expense shall be and shall remain COUNTY property and may be reproduced and reused at the discretion of the COUNTY.

The COUNTY and the CONSULTANT shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 19 – PUBLIC RECORDS

- a. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.
- b. In accordance with Florida law, to the extent that the CONSULTANT's performance under this Agreement constitutes an act on behalf of the County, the CONSULTANT shall provide access to all public records made or received by the CONSULTANT in conjunction with this Agreement. Specifically, if the CONSULTANT is expressly authorized, and acts on behalf of the County under this Agreement, the CONSULTANT shall:
 - (1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services described herein;
 - (2) provide the public with access to public records related to this Agreement on the same terms and conditions that the County would provide the records, and at a cost that does not exceed the costs provided in Chapter 119, Florida States, or as otherwise provided by applicable law;
 - (3) ensure that public records related to this Agreement that are exempt or confidential and exempt from public disclosure are not disclosed except as authorized by applicable law; and

- (4) meet all requirements for retaining public records, and transfer at the CONSULTANT's sole cost and expense, all public records in the possession of the CONSULTANT upon termination of this Agreement. The CONSULTANT shall destroy any duplicate records that are exempt or confidential and exempt from public disclosure requirements in accordance with applicable State and Federal provisions. Any public records stored electronically must be provided to the County in a format that is compatible with information technology systems maintained by the County.
- c. Failure by the CONSULTANT to grant such public access shall be cause for unilateral termination of this Agreement by the County. The CONSULTANT shall promptly provide the County notice of any request to inspect or copy public records related to this Agreement in the CONSULTANT's possession and shall promptly provide the County a copy of the CONSULTANT's response to each such request.

ARTICLE 20 - INDEPENDENT CONTRACTOR RELATIONSHIP - The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, and Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times and in all places be subject to the CONSULTANT's sole direction, supervision, and control.

The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT's relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY. The CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than specifically provided for in this agreement.

ARTICLE 21 - CONTINGENT FEES - Pursuant to the requirements of Section 287.055(6), Florida Statutes, the CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. Violation of this Article shall be grounds for termination of this Contract. If this Contract is terminated for violation of this Article, the COUNTY may deduct from the CONSULTANT's compensation, or otherwise recover, the full amount of such fee, commission, percentage, gift, or other consideration.

ARTICLE 22 - ACCESS AND AUDITS - The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the Services for at least three (3) years after completion of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the COUNTY's cost, upon five (5) days written notice.

ARTICLE 23 - NONDISCRIMINATION - The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

ARTICLE 24 - ENTIRETY OF CONTRACTUAL AGREEMENT - The COUNTY and the CONSULTANT agree that the Contract Documents identified in Article 1 of this document set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This contract shall be in effect for **three (3)** years from the day of acceptance by the County, and may be extended after negotiations with the CONSULTANT, if approved by the County for **three (3)** additional one year increments. None of the provisions, terms and conditions contained in this contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 25 - ENFORCEMENT COSTS - If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to appeals), incurred in that action or proceedings, in

addition to any other relief to which such party or parties may be entitled.

ARTICLE 26 - AUTHORITY TO PRACTICE - The CONSULTANT hereby represents and warrants that it has and shall continue to maintain all license and approvals required to conduct business, and that it shall at all times conduct its business activities in a reputable manner.

ARTICLE 27 - SEVERABILITY - If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such items or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 28 - AMENDMENTS AND MODIFICATIONS - No Task Orders or modifications of this Contract shall be valid unless in writing and signed by each of the parties. All amendments and modifications shall be in the form of a Change Order or Task Order.

The COUNTY reserves the right to make changes in the Services, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the COUNTY's notification of a contemplated change, the CONSULTANT shall (1) if requested by the COUNTY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY in writing if the contemplated change shall effect the CONSULTANT's ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONSULTANT shall suspend work on that portion of the Services affected by a contemplated change, pending the COUNTY's decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall issue a Task Order Amendment for changes to a task in progress or a contract change order if the original contract is to be changed or amended and the CONSULTANT shall not commence work on any such change until such written Task Order or change order has been issued and signed by each of the parties.

ARTICLE 29 - ENUMERATION OF CONTRACT DOCUMENTS - The Contract Documents, except for modifications issued after execution of this Agreement, shall be enumerated in each Task Order.

ARTICLE 30 - FLORIDA LAW - This Contract shall be governed by the laws of the State of Florida. Venue for any legal, equitable, or administrative action arising under this Contract shall lie exclusively in St. Johns County.

ARTICLE 31 - ARBITRATION - The COUNTY shall not be obligated to arbitrate or permit any arbitration binding on the COUNTY under any of the Contract Documents or in connection with the project in any manner whatsoever. However, nothing shall prevent the COUNTY from engaging in binding arbitration in connection with this Contract if it chooses to do so.

ARTICLE 32- NOTICE - Except as otherwise provided in this Contract, all notices required in this Contract shall be sent by United States Postal Service, and if sent to the COUNTY shall be mailed to:

St. Johns County Purchasing Department
Attn: Bridget Mein, Contracts Coordinator
500 San Sebastian View
St. Augustine, Florida 32084

and if sent to the CONSULTANT shall be mailed to:

Firm Name, Inc.
Street Address
City, State, Zip
Attn: Rich Sidley, P.E., PMP

ARTICLE 33 – HEADINGS - The headings preceding the several articles and sections hereof are solely for convenience of reference and shall not constitute a part of this Contract or affect its meaning, construction or effect.

ARTICLE 34 – EFFECT OF FAILURE TO INSIST ON STRICT COMPLIANCE WITH CONDITIONS – The failure of either party to insist upon strict performance of any provision set forth in the Contract Documents, or any Task Order issued pursuant to this Contract, shall not be construed as a waiver of such provision on any subsequent occasion.

ARTICLE 35 – TIME - Time is of the essence with respect to this Contract.

IN WITNESS WHEREOF, the Board of County Commissioners of St. Johns County, Florida has made and executed this Contract on behalf of the COUNTY and CONSULTANT has hereunto set his/her hand the day and year above written.

COUNTY

CONSULTANT

St. Johns County, Florida
(Typed Name)

(Insert Consultant Name Here) Seal

By: _____
Signature

By: _____
Signature

Dawn Cardenas, Purchasing Manager
Printed Name & Title

Printed Name & Title

Date of Execution

Date of Execution

Cheryl Strickland, Clerk of Courts

Legally Sufficient:

By: _____ Seal
Deputy Clerk

By: _____
Assistant County Attorney

Date of Execution

Date: _____

**Purchasing Department
St. Johns County Board of County Commissioners
Definitions of Evaluation Criteria for
Ranking of Consultants**

- A. Compliance with RFQ Instructions (0 to 5 points)** - The proposals will be evaluated for general compliance with instructions issued in the RFQ. Noncompliance with significant instructions may be grounds for proposal disqualification. *This will be graded on a 0 – 5 scale.*

- B. Experience with Similar Projects and St. Johns County (0 to 25 points)** - The proposal will be evaluated on the basis of project experiences that include projects outlined in the Scope of Work and Services required. Projects completed for the County and other city, county, state or federal agencies will be considered. *This will be graded on a 0 – 25 scale.*

- C. Staff Qualifications and Firm Background (0 to 20 points)** - The proposals will be evaluated on the basis of the consultant's demonstrated staff qualifications, which must include a Professional Engineer licensed in the State of Florida. Also, the proposal will be evaluated on the basis of the consultant's background, including the number of years in business. *This will be graded on a 0 – 20 scale.*

- D. Project Approach (0 to 25 points)** - The proposal will be evaluated on the consultant's approach, capabilities, and methods in performing their project services. *This will be graded on a 0 – 25 scale.*

- E. Quality Control (0 to 10 points)** - The proposal will be evaluated on the quality control process to be implemented to ensure that quality work products and services can be delivered in a timely manner. *This will be graded on a 0 – 10 scale.*

- F. Schedule and Availability (0 to 10 points)** - The projected resource availability will be evaluated in the choice of the consultants, although St. Johns County understands that the actual beginning and completion dates of projects are subject to the notice to proceed. A firm's close proximity to St. Johns County would be important to availability. *This will be graded on a 0 – 10 scale.*

- G. References (0 to 5 points)** - To avoid duplication, the Utility Director, or his designee, will contact and rank references. *This will be graded on a 0 – 5 scale.*



St. Johns County Board of County Commissioners

Purchasing Division

May 27, 2014

ADDENDUM #1

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: RFQ #14-96 Utility Engineering Services

This Addendum #1 is issued for clarification on the above titled project, and is hereby incorporated into the subject RFP documents. Each proposer will ascertain before submitting a proposal that he/she has received all Addenda. **Please return the signed Addendum with your proposal.**

The due date of June 19, 2014 @ 4:00 p.m. is hereby changed to June 26, 2014 @ 4:00 p.m.

Sincerely,
Bridget Mein
Contracts Coordinator

Acknowledgment

Signature and Date

Printed Name/Title

Printed Company Name

End of Addendum #1



St. Johns County Board of County Commissioners

Purchasing Division

June 12, 2014

ADDENDUM #2

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: RFQ #14-96 Utility Engineering Services

This Addendum #2 is issued for clarification on the above titled project, and is hereby incorporated into the subject RFP documents. Each proposer will ascertain before submitting a proposal that he/she has received all Addenda. **Please return the signed Addendum with your proposal.**

This addendum is being issued because the original due date of June 19, 2014 was pushed out one week until June 26, 2014, per Addendum #1.

Page 2 of the RFQ document states that "All addendum(s) will be issued by the Purchasing Department no later than June 12, 2014."

Addendum #2 clarifies that due to postponing the due date for proposals, the final addendum will be issued **no later than June 19, 2014.**

The following questions have been received and the answers are provided herein:

1. If 11 x 17 sheets are used within the proposal, how many sheets does this count towards (2 or 4)?

Up to six (6) 11" x 17" pages may be included in the proposal for organizational charts, schedules, and other graphics. Each sheet counts as one page.

2. You ask for references for projects in Section 1 and also references in Section 6. Are references of listed in Section 1 going to be called as well and graded as part of Section 6?

All references listed in Section One and Six may be contacted. Only the references in Section Six will be graded.

3. In regards to Section 3, it asks for the "respondent's expertise with the methods.... To perform the project scope outlined in the RFQ." And a response to ALL the project descriptions. Can you clarify if the County would like a general description of an approach to projects that might be required AND the specific approach to each of the projects listed?

Please remove and replace the first paragraph of Section Three to read:

Section 3: In this section, describe the respondent's expertise with the methods, hardware, and software necessary to perform the project scope and services for the sample fictitious projects listed below. Provide a project approach for all of the project descriptions (Projects A, B and C) which documents your assumptions and process for completion.

4. Can the reclaimed water master plan be made available for review?

The following Master Plan documents are available through a FTP site:

- a. Ponte Vedra Water, Sewer, and Reuse Master Plan (June 2012)
- b. Wastewater Master Plan 2025 (April 2011)
- c. Reclaimed Water System Master Plan 2030 (January 2011)
- d. Water Master Plan for Northwest and Mainland Service Areas (April 2008)

The link to the FTP site is <ftp://ftp.bocc.co.st-johns.fl.us/ftppurch11>. The plans are in the folder named RFP 14-96 Utility Engineering Services Master Plans. A password should not be required to access these documents.

5. Do you have an estimated value or budget?

The estimated budget for the CIP projects should average \$10,000,000 annually. The operational budget for general maintenance projects should average \$1,000,000 annually.

6. Also can you confirm if we must do front and back pages or can we submit 120 pages (max) front side only.

The Proposer has the option to submit 120 pages (max) front side only.

7. On page 4 of RFQ #14-96, Utility Engineering Services, 3rd paragraph under **PROPOSAL FORMAT AND ADDITIONAL INFORMATION**, it states that "Section 7 includes the SF330 (Part I and Part II) and is not included in the 60-page limit." Can you please clarify what the County is looking for regarding the SF330 Part I and how that information would be used for proposal evaluations, since much of the information that would be provided in the Part I form (e.g., Section D, Org Chart; Section E, Resumes; and Section F, Projects and References) would be duplicated in the information also requested for Sections 1, 2, and 6 of the RFQ (pages 4, 5, and 6). In an effort to streamline our response and your evaluation process, and to minimize any duplicated information that is specific to the County's requested services, we would propose providing an SF330 Part II form only, along with the requested Sections 1 through 7 information.

To streamline the process, the following items shall be submitted in Section 7 of your submittal.

- A. Standard Form 330 Part I, Section G, Items 26 – 29 (Page 4 only): This matrix should outline the Key Personnel participation in the example projects submitted in Section One of your submittal. The Proposer can use the SF 330 form or create a form using the same format.
 - B. Standard Form 330 Part II, Items 1 – 12 (Page 6 only): An authorized representative shall sign this page.
8. On page 4, the RFP specifies that the total number of pages in Sections 1 through 6 will be limited to a total of sixty double-sided sheets but later references 60 pages. Can you confirm that it is 60 double-sided pages (i.e., equivalent to 120 single-sided sheets)?

For the total number of pages in Sections 1 through 6, the Proposer has the option to submit sixty (60) double-sided sheets or one hundred twenty (120) pages front side only.

9. Pg. 6 Section 7.A of the RFP requires we include an SF330 Architect-Engineer Qualifications Part I and II. Do we need to include this for our subs as well?

See answer to Item 8 shown above. Providing this information for your sub-consultants is optional.

10. Pg. 5 Section 2, 8th bullet of the RFQ requires we include the nature and extent of public utility projects related to water, sewer and reuse for the past 5 years and to provide the percentage of public utility work versus the firm's total engineering services for each of the past 5 years. Can this list be narrowed down to our Florida offices? We have 34 offices companywide and we have completed hundreds of projects. Compiling a complete list would be a major effort and the list would consist of several pages.

The Proposer has the option to list as many projects as long as the submittal meets the maximum page requirement.

11. Your RFQ states that your preferred font is Times New Roman, no smaller than 10 point (except for photocopies or documents not originally produced by the proposing firm). Does the standard SF330 need to have a Times New Roman 10-pt size font? Our standard font for this form is Arial, 9 pts. Is this acceptable?

Arial, 9 pts is acceptable for the SF330 form only.

12. Will it be permissible for a firm to submit a Statement of Qualifications package as a prime consultant and also submit as a subconsultant with another engineering firm?

The County is seeking proposals only from the Prime Consultants. The Prime Consultants present the qualifications of their teams, which includes their subconsultants, in their proposals. Subconsultants do not submit proposals directly to the County in response to this RFP. A Prime Consultant may be a subcontractor for another Prime Consultant.

The due date of June 26, 2014 @ 4:00 p.m. remains the same.

**Sincerely,
Bridget Mein
Contracts Coordinator**

Acknowledgment

Signature and Date

Printed Name/Title

Printed Company Name

End of Addendum #2



St. Johns County Board of County Commissioners

Purchasing Division

June 19, 2014

ADDENDUM #3

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: RFQ #14-96 Utility Engineering Services

This Addendum #3 is issued for clarification on the above titled project, and is hereby incorporated into the subject RFP documents. Each proposer will ascertain before submitting a proposal that he/she has received all Addenda. **Please return the signed Addendum with your proposal.**

1. On page 7 H, the RFP specifies the inclusion of an insurance certificate. I. states that a copy of the insurance certificate shall be furnished to the County prior to final execution of the contact. Can you clarify whether to include the Insurance Certificate?

Insurance certificate is not required in the RFQ submittal. However, a copy of the insurance certificate shall be furnished to the County prior to final execution of the contact.

2. The RFQ and the sample agreement contain two different indemnity provisions. Our preference is that the Engineer's indemnification obligations be on a comparative negligence basis and be limited to injuries or damages resulting from Engineer's negligence. We request that the Owner be responsible for injuries which are due to its own negligence, for loss of or damage to its own property and employees, for changes which it directs against Engineer's recommendations or which have the effect of reducing safety related features, and for injury or damage resulting from the release of or exposure to hazardous/toxic substances. Lastly, we ask that a waiver of consequential and indirect damages together with an equitable general limitation of liability be included in the contract as well.

We will take this into consideration. Upon selection of the top ranked firm(s) and BOCC approval, St. Johns County will negotiate the specific terms of the contract including fees and cost. The attached contract/agreement included in this RFQ is for discussion purposes only.

3. On page 6 of the RFQ, Section 6 calls for 3-5 client references. May we use a SJCUD staff member as one of our references?

No. To avoid a potential, or a perception of a conflict of interest, the County is seeking references outside our County staff.

The due date of June 26, 2014 @ 4:00 p.m. remains the same.

**Sincerely,
Bridget Mein
Contracts Coordinator**

Acknowledgment

Signature and Date

Printed Name/Title

Printed Company Name

End of Addendum #3

1 spot
BAM
7/17/14

EVALUATION SHEET
RANKING OF PROFESSIONALS

CONTINUING CONTRACT - UTILITY ENGINEERING SERVICES

ST. JOHNS COUNTY, FLORIDA
CRITERIA FOR RANKING: Utility Engineering Services

DATE: July 17, 2014
PROJECT: RFQ: 14-96

FIRM	A. COMPLIANCE WITH RFQ INSTRUCTIONS 0 TO 5	B. EXPERIENCE WITH SIMILAR PROJECTS 0 TO 25	C. STAFF QUALIFICATIONS AND FIRM BACKGROUND 0 TO 20	D. PROJECT APPROACH 0 TO 25	E. QUALITY CONTROL 0 TO 10	F. SCHEDULE AND AVAILABILITY 0 TO 10	%G. REFERENCES 0 TO 5	TOTALS
Applied Technology & Management, Inc.	5	20	20	25	10	10		90 ✓
Carollo Engineers, Inc.	5	18	20	25	10	10		88 ✓
CDM Smith Inc.	5	21	20	25	10	10		91 ✓
CH2M Hill Engineers, Inc.	5	19	20	25	10	10		89 ✓
Constabine Engineering, Inc.	5	20	20	25	10	10		90 ✓
England-Thims & Miller, Inc.	4	21	20	25	10	10		90 90 ✓
Hatch Mott McDonald	5	18	20	25	10	10		88 ✓
Jacobs Engineering Group Inc.	5	18	20	25	10	10		88 ✓
Jones Edmunds & Associates, Inc.	5	21	20	25	10	10		91 ✓
Reiss Engineering, Inc.	5	18	20	25	10	10		88 ✓
Stone Engineering Group	5	20	20	25	10	10		90 ✓

*To avoid duplication, the Utility Chief Engineer or Designee will contact and rank references.

SIGNATURE OF RATER: Kevin R. Wiseman PRINT NAME: Kevin R. Wiseman DATE: 7/16/14

TIME RECEIVED
July 17, 2014 9:25:33 AM EDT

REMOTE CSID

DURATION PAGES
70 1

STATUS
Received

07/17/2014 09:28 FAX

0001/0001

Handwritten signature/initials

**EVALUATION SHEET
RANKING OF PROFESSIONALS**

CONTINUING CONTRACT -- UTILITY ENGINEERING SERVICES

**DATE: July 17, 2014
PROJECT: RFQ: 14-96**

**ST. JOHNS COUNTY, FLORIDA
CRITERIA FOR RANKING: Utility Engineering Services**

FIRM	A. COMPLIANCE WITH RFQ INSTRUCTIONS 0 TO 5	B. EXPERIENCE WITH SIMILAR PROJECTS 0 TO 25	C. STAFF QUALIFICATIONS AND FIRM BACKGROUND 0 TO 20	D. PROJECT APPROACH 0 TO 25	E. QUALITY CONTROL 0 TO 10	F. SCHEDULE AND AVAILABILITY 0 TO 10	G. REFERENCES 0 TO 5	TOTALS
Applied Technology & Management, Inc.	5	19	16	14	6	7		67 67 ✓
Carollo Engineers, Inc.	5	18	16	16	8	7		70 ✓
CDM Smith Inc.	5	25	19	22	9	10		90 ✓
CH2M Hill Engineers, Inc.	5	24	19	24	9	10		91 ✓
Constantine Engineering, Inc.	5	20	18	25	9	10		87 ✓
England-Thoms & Miller, Inc.	5 4	21	17	21	9	9		81 81 ✓
Hatch Mott McDonald	5	22	18	25	9	10		89 ✓
Jacobs Engineering Group Inc.	5	17	19	16	9	8		74 ✓
James Edmunds & Associates, Inc.	5	23	18	24	9	10		89 ✓
Reiss Engineering, Inc.	5	18	17	19	9	9		77 ✓
Stone Engineering Group	5	15	12	20	6	7		65 ✓

*To avoid duplication, the Utility Chief Engineer or Designee will contact and rank references.

SIGNATURE OF RATER: Scott Trigg PRINT NAME: Scott Trigg DATE: 7/17/14

**EVALUATION SHEET
RANKING OF PROFESSIONALS**

CONTINUING CONTRACT - UTILITY ENGINEERING SERVICES

ST. JOHNS COUNTY, FLORIDA

CRITERIA FOR RANKING: Utility Engineering Services

**DATE: July 17, 2014
PROJECT: RFQ: 14-96**

*OK
7/17/14*

FIRM	A. COMPLIANCE WITH RFO INSTRUCTIONS 0 TO 5	B. EXPERIENCE WITH SIMILAR PROJECTS 0 TO 25	C. STAFF QUALIFICATIONS AND FIRM BACKGROUND 0 TO 20	D. PROJECT APPROACH 0 TO 25	E. QUALITY CONTROL 0 TO 10	F. SCHEDULE AND AVAILABILITY 0 TO 10	*G. REFERENCES 0 TO 5	TOTALS
Applied Technology & Management, Inc.	5	22	14	17	10	10		78 ✓
Carollo Engineers, Inc.	4	19	17	18	9	5		72 ✓
CDM Smith Inc	5	25	20	21	10	10		91 ✓
CH2M Hill Engineers, Inc.	5	25	20	25	10	9		94 ✓
Constantine Engineering, Inc.	5	17	15	24	6	10		77 ✓
England-Thims & Müller, Inc.	4	17	15	19	6	10		71 ✓
Hatch Mott McDonald	5	20	18	23	9	10		85 ✓
Jacobs Engineering Group Inc.	5	20	19	20	10	10		84 ✓
Jones Edmunds & Associates, Inc.	5	21	17	22	9	10		84 ✓
Reiss Engineering, Inc.	5	18	12	16	8	8		67 ✓
Stone Engineering Group	4	17	13	21	6	7		68 ✓

*To avoid duplication, the Utility Chief Engineer or Designee will contact and rank references.

SIGNATURE OF RATER: 

PRINT NAME: Larry K. Miller Jr.

DATE: 7/17/14

Handwritten signature and date: 7/17/14

**EVALUATION SHEET
RANKING OF PROFESSIONALS**

CONTINUING CONTRACT - UTILITY ENGINEERING SERVICES

**DATE: July 17, 2014
PROJECT: RFQ: 14-96**

**ST. JOHNS COUNTY, FLORIDA
CRITERIA FOR RANKING: Utility Engineering Services**

FIRM	A. COMPLIANCE WITH RFQ INSTRUCTIONS 0 TO 5	B. EXPERIENCE WITH SIMILAR PROJECTS 0 TO 25	C. STAFF QUALIFICATIONS AND FIRM BACKGROUND 0 TO 20	D. PROJECT APPROACH 0 TO 25	E. QUALITY CONTROL 0 TO 10	F. SCHEDULE AND AVAILABILITY 0 TO 10	*G. REFERENCES 0 TO 5	TOTALS
Applied Technology & Management, Inc.	5	21	18	22	9	9		84 ✓
Carollo Engineers, Inc.	5	21	17	20	9	9		81 ✓
CDM Smith Inc.	5	23	18	22	9	9		86 ✓
CH2M Hill Engineers, Inc.	5	22	18	22	9	9		85 ✓
Constantine Engineering, Inc.	5	21	18	23	9	9		85 ✓
England-Thims & Miller, Inc.	5	23	18	20	9	9		84 ✓
Hatch Mott McDonald	5	21	18	22	9	9		84 ✓
Jacobs Engineering Group Inc.	5	20	17	22	9	9		82 ✓
Jones Edmunds & Associates, Inc.	5	23	19	23	9	9		88 ✓
Reiss Engineering, Inc.	5	20	18	21	9	9		82 ✓
Stone Engineering Group	5	20	18	22	9	9		83 ✓

*To avoid duplication, the Utility Chief Engineer or Designee will contact and rank references.

SIGNATURE OF RATER: *[Handwritten Signature]* **PRINT NAME:** GARY CARROLL **DATE:** 7/17/14

Handwritten signature and date: 7/17/14

**EVALUATION SHEET
RANKING OF PROFESSIONALS**

CONTINUING CONTRACT - UTILITY ENGINEERING SERVICES

ST. JOHNS COUNTY, FLORIDA
CRITERIA FOR RANKING: Utility Engineering Services
DATE: July 17, 2014
PROJECT: RFQ: 14-96

FIRM	A. COMPLIANCE WITH RFP INSTRUCTIONS 0 TO 5	B. EXPERIENCE WITH SIMILAR PROJECTS 0 TO 25	C. STAFF QUALIFICATIONS AND FIRM BACKGROUND 0 TO 20	D. PROJECT APPROACH 0 TO 25	E. QUALITY CONTROL 0 TO 10	F. SCHEDULE AND AVAILABILITY 0 TO 10	*G. REFERENCES 0 TO 5	TOTALS
Applied Technology & Management, Inc.	5	17	16	15	7	7		67 ✓
Carollo Engineers, Inc.	5	17	16	17	6	9		70 ✓
CDM Smith Inc.	5	25	18	23	8	10		89 ✓
CH2M Hill Engineers, Inc.	5	25	20	25	8	10		93 ✓
Constantine Engineering, Inc.	5	19	18	25	9	10		86 ✓
England-Thims & Miller, Inc.	5	18	17	18	8	9		75 ✓
Hatch Mott McDonald	5	23	18	24	8	10		88 ✓
Jacobs Engineering Group Inc.	5	20	18	20	8	9		80 ✓
Jones Edmunds & Associates, Inc.	5	24	19	23	8	10		89 ✓
Reiss Engineering, Inc.	5	18	16	16	7	8		70 ✓
Stone Engineering Group	5	16	15	18	7	7		68 ✓

*To avoid duplication, the Utility Chief Engineer or Designee will contact and rank references.

SIGNATURE OF RATER: Barry Stewart **PRINT NAME:** Barry Stewart **DATE:** 7-17-14