

RESOLUTION NO. 2017 - 287

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD RFQ NO. 17-58; CONSTRUCTION ADMINISTRATION SERVICES FOR THE PAVEMENT MANAGEMENT WORK PLAN.**

**RECITALS**

**WHEREAS**, the County desires to enter into contract with Jones Edmunds & Associates, Inc. to provide Construction Administration Services for the Pavement Management Work Plan in accordance with RFQ No. 17-58; and

**WHEREAS**, the scope of the services will be to provide Construction Administration Services for the Pavement Management Work Plan in accordance with RFQ No. 17-58; and

**WHEREAS**, through the County's formal RFQ process, Jones Edmunds & Associates, Inc. was selected as the highest ranked firm 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 a contract to complete the work services serves a public purpose; and

**WHEREAS**, the contract will be finalized after 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 17-58 to Jones Edmunds & Associates, Inc. and to conduct negotiations to provide the services set forth therein.

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 17-58.

Section 4. If after negotiation with Jones Edmunds & Associates, Inc.; and if an agreement cannot be reached, to negotiate with the next successively ranked respondent(s) until agreement is reached.

Section 5. 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.

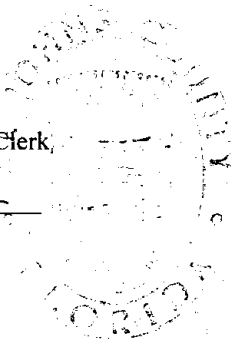
**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 5<sup>th</sup> day of September, 2017.

**BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA**

By: \_\_\_\_\_  
James K. Johns, Chair

ATTEST: Hunter, S. Conrad, Clerk,

By: Pam Haltem  
Deputy Clerk



RENDITION DATE 9/7/17



**CONTRACT AGREEMENT**  
**RFQ NO: 17-58; Construction Administration Services**  
**for the Pavement Management Work Plan**  
**Master Contract #: XXXXXXXXXX**

This Contract Agreement, ("Agreement") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between **St. Johns County, FL** ("County"), a political subdivision of the State of Florida, whose principal offices are located at 500 San Sebastian View, St. Augustine, FL 32084, and **Jones Edmunds & Associates, Inc.** ("Consultant"), authorized to do business in the State of Florida, with offices located at 730 N.E. Waldo Road, Gainesville, FL 32641; Phone: (352) 377-5821; Fax: (352) 377-3166 and Email: [mnelson@jonesedmunds.com](mailto:mnelson@jonesedmunds.com).

In consideration of the mutual promises contained herein, the County and the Consultant agree as follows:

**ARTICLE 1 – DURATION and EXTENSION**

This Agreement shall become effective upon the date of execution by all parties, shall be in effect for a period of XXXXXX ( ) consecutive calendar days, and may be extended as necessary to complete the required services, upon satisfactory performance by the Consultant, mutual agreement by both parties, and the availability of funds. While this Agreement may be renewed as stated in this Article, it is expressly noted that the County is under no obligation to extend this Agreement. It is further expressly understood that the option of extension is exercisable only by the County, and only upon the County's determination that the Consultant satisfactorily performed the Services noted in the Contract Documents.

**ARTICLE 2 - ENUMERATION OF CONTRACT DOCUMENTS**

The term "Contract Documents" shall include all RFQ Documents and any addenda/exhibits thereto; all Specifications; Resolution No: XXXXXX; this Agreement, any duly executed amendments, addenda, and/or exhibits hereto; and any and all Change Orders.

**ARTICLE 3 - SERVICES**

The Consultant's responsibility under this Agreement is to provide any and all labor, materials, equipment, transportation, and supervision necessary to provide professional engineering services for the reconstruction of Old Moultrie Road (CR 5A) from two lanes to three lanes from Lewis Point Road to State Road 312, approximately 1.0 mile, as specified in the Scope of Work, submitted by the Consultant, approved by the County in accordance with RFQ No: 17-57 and as otherwise provided in the Contract Documents.

Services provided by the Consultant shall be under the general direction of St. Johns County Engineering Department or other authorized County designee, who shall act as the County's representative throughout the duration of this Agreement.

**ARTICLE 4 – SCHEDULE**

The Consultant shall perform the required Services according to the schedule submitted and approved by the County. No changes to said schedule shall be made without prior written authorization from the County's representative.

**ARTICLE 5 – COMPENSATION/BILLING/INVOICES**

- A. The County shall compensate the Consultant an amount not to exceed XXXXXXXXXXXXXXXX (\$) according to the pricing proposal attached hereto as Exhibit "A", which shall include any and all direct and indirect costs, and reimbursable expenses. The maximum amount available as compensation to Consultant under this Agreement shall not exceed the amount stated above without the County's express written approval, and amendment to this Agreement.
- B. It is strictly understood that Consultant is not entitled to the above-referenced amount of compensation. Rather, Consultant's compensation is based upon Consultant's adhering to the Scope of Work, detailed in this Agreement. As such, the Consultant's compensation is dependent upon satisfactory completion and delivery of all work product and deliverables noted in the Scope of Work, and detailed in this Agreement.
- C. The Consultant shall bill the County for services satisfactorily performed, and materials satisfactorily delivered on a monthly basis. The signature of the Consultant's authorized representative on the submitted invoice shall constitute

the Consultant's certification to the County that:

1. The Consultant has billed the County for all services rendered by it and any of its consultants or sub-consultants through the date of the invoice;
  2. As of the date of the invoice, no other outstanding amounts are due from the County to the Consultant for services rendered;
  3. The reimbursable expenses, if any, have been reasonably incurred; and
  4. The amount requested is currently due and owing.
- D. Though there is no billing form or format pre-approved by either the County, or the Consultant, bills/invoices submitted by the Consultant shall include a detailed written report of the Work accomplished in connection with the Scope of Work, and must be submitted with a Monthly Invoicing Form 1551, as provided by the County. The County may return a bill/invoice from the Consultant, and request additional documentation/information. Under such circumstances, the timeframe for payment will be extended by the time necessary to receive a verified bill/invoice.
- E. The Consultant's acceptance of the County's payment of an invoiced amount shall release the County from any claim by the Consultant, or by the Consultant's consultants or sub-consultants, for work performed but not invoiced during the time period indicated on the invoice for which payment was issued.
- F. Unless otherwise notified, bills/invoices should be delivered to:
- St. Johns County Engineering Department  
2740 Industry Center Road  
St. Augustine, FL 32084
- G. FINAL INVOICE: In order for the County and the Consultant to reconcile/close their books and records, the Consultant shall clearly indicate "Final Invoice" on the Consultant's final bill/invoice to the County. Such indication establishes that all services have been satisfactorily performed and that all charges and costs have been invoiced to the County and that there is no further Work to be performed under this Agreement.

#### **ARTICLE 6 – TRUTH-IN-NEGOTIATION CERTIFICATE**

The signing of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate certifying that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current as of the date of this Agreement.

The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the Agreement.

#### **ARTICLE 7 – ARREARS**

The Consultant shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, 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 Agreement.

#### **ARTICLE 8 – TERMINATION**

- A. This Agreement may be terminated by the County without cause upon at least thirty (30) calendar days advance written notice to the Consultant of such termination without cause.
- B. This Agreement may be terminated by the Consultant with cause upon at least seven (7) calendar days advance written notice of such termination with cause. Such written notice shall indicate the exact cause for termination.

#### **ARTICLE 9 – NOTICE OF DEFAULT/RIGHT TO CURE**

- A. Should the County fail to perform (default) under the terms of this Agreement, then the Consultant shall provide written notice to the County, which such notice shall include a timeframe of no fewer than seven (7) business days in which to cure the default. Failure to cure the default within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this

Agreement.

- B. Should the Consultant fail to perform (default) under the terms of this Agreement, then the County shall provide written notice to the Consultant, which such notice shall include a timeframe of no fewer than seven (7) calendar days in which to cure the default. Failure to cure the default within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Agreement.
- C. Consistent with other provisions in this Agreement, Consultant shall be paid for services authorized and satisfactorily performed under this Contract up to the effective date of termination.
- D. Upon receipt of a notice of termination, except as otherwise directed by the County in writing, the Consultant shall:
  - 1. Stop work on the date to the extent specified.
  - 2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
  - 3. Transfer all work in process, completed work, and other material related to the terminated work to the County.
  - 4. Continue and complete all parts of the work that have not been terminated.

**ARTICLE 10 – PERSONNEL**

The Consultant represents that it has, or shall secure at its own expense, all necessary personnel required to perform the Work as provided in the Contract Documents. It is expressly understood that such personnel shall not be employees of, or have any contractual relationship with the County.

All Work required hereunder shall be performed by the Consultant, or under its supervision. All personnel engaged in performing the Work shall be fully qualified and, if required, authorized or permitted under federal, state and local law to perform such Work.

Any changes or substitutions in the Consultant's key personnel must be made known to the County's representative and written approval granted by the County before said change or substitution can become effective.

The Consultant warrants that all Work shall be performed by skilled and competent personnel to the highest professional standards in the field. The Consultant is responsible for the professional quality, technical accuracy, and timely completion of all work performed hereunder, and shall correct or revise any errors or deficiencies in the Work, without additional compensation.

**ARTICLE 11 – SUBCONTRACTING**

The County reserves the right to approve the use of any 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 the Work described in the Contract Documents. The Consultant is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to satisfactorily perform in accordance with the Contract Documents, and it is necessary to replace the subcontractor to complete the Work in a timely fashion, the Consultant shall promptly do so, subject to approval by the County.

The County reserves the right to disqualify any subcontractor, vendor, or material supplier based upon prior unsatisfactory performance.

**ARTICLE 12 – FEDERAL AND STATE TAX**

In accordance with Local, State, and Federal law, the County is exempt from the payment of Sales and Use Taxes. The County shall provide a tax exemption certificate to the Consultant upon request. The Consultant shall not be exempt from the payment of all applicable taxes in its performance under this Agreement. It is expressly understood by the County and by the Consultant that the Consultant shall not be authorized to use the County's Tax Exemption status in any manner.

The Consultant shall be solely responsible for the payment and accounting of any and all applicable taxes and/or withholdings including but not limited to Social Security payroll taxes (FICA), associated with or stemming from Consultant's performance under this Agreement.

### ARTICLE 13 – AVAILABILITY OF FUNDS

The County's obligations under this Agreement are contingent upon the lawful appropriation of sufficient funds, for that purpose, by the St. Johns County Board of County Commissioners. Pursuant to the requirements of Section 129.07, Florida Statutes, payment made under this Agreement shall not exceed the amount appropriate 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 Agreement during any given County fiscal year. Moreover, it is expressly noted that the Consultant cannot demand that the County provide any such funds in any given County Fiscal Year.

### ARTICLE 14 - INSURANCE

The Consultant shall not commence work under this Agreement 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 Consultant shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) 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 Agreement.

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

The Consultant shall maintain during the life of this Agreement, 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 Agreement, 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 this Agreement, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000.

The Consultant shall maintain during the life of this Agreement, 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 during the life of this Agreement, 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 Agreement, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees (if three or more) per Florida Statute 440.02.

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

### ARTICLE 15 - INDEMNIFICATION

The Consultant shall indemnify and hold harmless the County, and its officers, and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, intentional/unintentional conduct or omission of the Consultant and other persons employed or utilized by the Consultant.

## **ARTICLE 16 – 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 Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the County nor the Consultant shall assign, sublet, convey or transfer its interest in this Agreement 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 17 – NO THIRD PARTY BENEFICIARIES**

It is expressly understood by the County, and the Consultant, and this Agreement explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

## **ARTICLE 18 – 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 19 – CONFLICT OF INTEREST**

The Consultant represents that it presently has no interest and shall acquire no interest, either directly or indirectly, 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 thirty (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 Agreement.

## **ARTICLE 20 – 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 ommissive 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/or any other affected provision of this Agreement 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 21 – 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 Agreement.

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 Agreement, or at the County's expense, shall be and remains the County's 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 Agreement and the consummation of the transactions contemplated hereby.

## **ARTICLE 22 – INDEPENDENT CONSULTANT RELATIONSHIP**

The Consultant is, and shall be, in the performance of all work services and activities under this Agreement, an independent consultant, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement 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 consultant 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 23 – CONTINGENT FEES**

Pursuant to 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 Agreement 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 Agreement.

Violation of this section shall be grounds for termination of this Agreement. If this Agreement is terminated for violation of this section, the County may deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or other consideration.

## **ARTICLE 24 – ACCESS AND AUDITS**

The Consultant shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Agreement. 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 25 – 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 26 – ENTIRETY OF CONTRACTUAL AGREEMENT**

The County and the Consultant agree that this Agreement, signed by both parties sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein, or are incorporated by reference into this Agreement. None of the provisions, terms, conditions, requirements, or responsibilities noted in this Agreement may be amended, revised, deleted, altered, or otherwise changed, modified, or superseded, except by written

instrument, duly executed by authorized representatives of both the County, and the Consultant.

#### **ARTICLE 27 – ENFORCEMENT COSTS**

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, 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 28 – COMPLIANCE WITH APPLICABLE LAWS**

Both the County and the Consultant shall comply with any and all applicable laws, rules, regulations, orders, and policies of the County, State, and Federal Governments.

#### **ARTICLE 29 – AUTHORITY TO PRACTICE**

The Consultant hereby represents and warrants that it has and shall continue to maintain all licenses and approvals required to conduct its business, and that it shall at all times, conduct its business activities in a reputable manner.

#### **ARTICLE 30 – SEVERABILITY**

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, 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 Agreement shall be deemed valid and enforceable to the extent permitted by law.

#### **ARTICLE 31 - AMENDMENTS AND MODIFICATIONS**

No amendments or modifications of this Agreement shall be valid unless in writing and signed by each of the parties.

The County reserves the right to make changes in the work, 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 Agreement. If the County instructs in writing, the Consultant shall suspend work on that portion of the project, pending the County's decision to proceed with the change. If the County elects to make the change, the County shall issue a Change Order for changes, or a contract change order, if the original contract is to be changed or amended the Consultant shall not commence work on any such change until such written change order has been issued and signed by each of the parties.

#### **ARTICLE 32 – FLORIDA LAW & VENUE**

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be held in St. Johns County, Florida.

#### **ARTICLE 33 – 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.

#### **ARTICLE 34 - NOTICES**

All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the County shall be mailed to:

St. Johns County Purchasing Department  
Attn: Jaime Locklear, CPPB, FCCM, Assistant Purchasing Manager  
500 San Sebastian View  
St. Augustine, FL 32084

and if sent to the Consultant shall be mailed to:



Jones Edmunds and Associates, Inc.  
Attn: Mark W. Nelson, PE, Vice-President  
730 N.E. Waldo Road  
Gainesville, FL 32641

#### ARTICLE 35 - HEADINGS

The heading preceding the articles and sections herein are solely for convenience of reference and shall not constitute a part of this Agreement, or affect its meaning, construction or effect.

#### ARTICLE 36 –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 Contractor's performance under this Contract constitutes an act on behalf of the County, Contractor shall comply with all requirements of Florida's public records law. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:
- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
  - (2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
  - (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and
  - (4) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services.

If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

Failure by the Contractor to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 500 San Sebastian View, St. Augustine, FL 32084, (904) 209-0805, [publicrecords@sjcfl.us](mailto:publicrecords@sjcfl.us)**

#### ARTICLE 37 – USE OF COUNTY LOGO

Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, the Consultant may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without express written

approval St. Johns County, Florida.

**ARTICLE 38 – SURVIVAL**

It is explicitly noted that the following provisions of this Agreement, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this Agreement, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellation, revocation, and/or non-renewal: (1) Truth-in-Negotiation; (2) Federal and State Taxes; (3) Insurance; (4) Indemnification; (5) Access and Audits; (6) Enforcement Costs; and (7) Access to Records.

**ARTICLE 39 – AUTHORITY TO EXECUTE**

Each party represents that it has the lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative shown below.

IN WITNESS WHEREOF, authorized representatives of the COUNTY, and CONSULTANT have executed this Contract Agreement on the day and year below noted.

**ST. JOHNS COUNTY, FL:**

**CONSULTANT:**

\_\_\_\_\_  
Printed Name & Title County Representative

\_\_\_\_\_  
Jones Edmunds and Associates, Inc.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature County Representative

\_\_\_\_\_  
Signature of Consultant Representative

\_\_\_\_\_  
Date of Execution

\_\_\_\_\_  
Printed Name & Title

**ATTEST:  
ST. JOHNS COUNTY, FL  
CLERK OF COURT**

\_\_\_\_\_  
Date of Execution

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Date of Execution

**LEGALLY SUFFICIENT**

\_\_\_\_\_  
Deputy County Attorney

\_\_\_\_\_  
Date of Execution

**RFQ NO: 17-58; Construction Administration Services  
for the Pavement Management Work Plan**

**EXHIBIT "A"**

**CONSULTANT'S PROPOSAL**

**DRAFT**



## St. Johns County Board of County Commissioners

Purchasing Division

### NOTICE OF INTENT TO AWARD

August 8, 2017

**RE:** RFQ No: 17-58; Construction Administration Services for the Pavement Management Work Plan

Please be advised that the Purchasing Department of St. Johns County is issuing this notice of its Intent to Award a contract, after successful negotiations, to Jones Edmunds & Associates, Inc. as the top ranked rank firm under RFQ No: 17-58; Construction Administration Services for the Pavement Management Work Plan. This notice will remain posted on the **St. Johns County Purchasing Department bulletin board** until 11:00 A.M., Friday, August 11, 2017.

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, David Klages, Contract Coordinator in the Purchasing Department, at [dklages@sjcfl.us](mailto:dklages@sjcfl.us).

If you have any questions regarding this Notice of Intent to Award please contact Jaime Locklear, Assistant Purchasing Manager, St. Johns County Purchasing Department at (904) 209-0158.

Sincerely,

**St. Johns County**  
**Board of County Commissioners**

A handwritten signature in black ink, appearing to read "David Klages", is written over a horizontal line.

County Representative Signature

David Klages, Contract Coordinator  
Name & Title (Printed)

Date: August 8, 2017



**ST. JOHNS COUNTY  
PURCHASING DEPARTMENT**

500 San Sebastian View  
St. Augustine, Florida 32084

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

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**TO:** Jay Brawley – St. Johns County Engineering Department  
**FROM:** David Klages, Contract Coordinator  
**SUBJECT:** Transmittal of Responses Received for **RFQ No. 17-58; Construction Administration Services for the Pavement Management Work Plan**  
**DATE:** August 3, 2017

Attached are copies of the RFQ proposals received for the above mentioned along with a copy of the Evaluation Committee Summary sheet.

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 at your earliest convenience. We will prepare the agenda item and contract.

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

Department Head Approval

Date 8/3/17

Budget Amount \$ 260,000

Account Funding Title Treas Trust Fund

Funding Charge Code 1114 - 56301 - 5240 - 56301

Award to Jane Edmunds - ASSOC.

ST JOHNS COUNTY

AUG 04 '17

PURCHASING

ST. JOHNS COUNTY, FLORIDA

Date: August 3, 2017  
 RFQ No: 17-58; Construction Administration Services for the Pavement Management Work Plan

FIRM	RATER	RATER	RATER	RATER	RATER	TOTAL	RANK	COMMENTS
	Benjamin Bright	Bill Freeman	Tommy Mashburn	Benjamin Powelson	Phyllis Thorpe			
Jones Edmunds & Associates, Inc.	93	83	90	100	95	461	1	
Keville Enterprises, Inc.	79	86	87	97	89	438	2	
CSI Geo, Inc.	66	88	77	98	88	417	3	
Construction & Engineering Services Consultants, Inc.	70	62	85	96	88	401	4	

APPROVED: Purchasing Manager

X

*[Signature]* 8/7/17

County Engineer

X

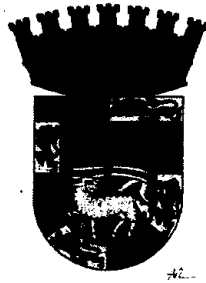
*[Signature]* 8/3/17

**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 11:00am Aug 8, 2017, 11:00am Aug 11, 2017.

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, 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**

**RFQ NO. 17-58  
REQUEST FOR QUALIFICATIONS**

**Construction Administration Services for the  
Pavement Management Work Plan**

**St. Johns County Purchasing Department  
500 San Sebastian View  
St. Augustine FL 32084**

**Final: 061917**

**RFQ NO: 17-58 - Construction Administration Services for the Pavement Management Work Plan**

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## RFQ No. 17-58; Construction Administration Services for the Pavement Management Work Plan

### **PART I: ADVERTISEMENT**

Notice is hereby given that St. Johns County, FL is soliciting responses for **RFQ No: 17-58; Construction Administration Services for the Pavement Management Work Plan**. Interested and qualified respondents may submit RFQ Packages, according to the requirements described herein, to the St. Johns County Purchasing Department. All RFQ Packages are due by or before **4:00 P.M. (EDST) on Thursday, July 20, 2017**. Any packages delivered to or received by the Purchasing Department after the 4:00 P.M. deadline will not be considered and shall be returned unopened to the addressee.

In accordance with Florida Statutes, Section 287.055 Consultant's Competitive Negotiation Act (CCNA), St. Johns County Board of Commissioners solicits responses from qualified and experienced firms to provide Construction Administration Services for the Pavement Management Work Plan.

RFQ Packages are available for downloading from Onvia DemandStar, Inc. at their website [www.demandstar.com](http://www.demandstar.com), or by calling 800-711-1712 and requesting Document #17-58. Vendors registered with DemandStar may download most packages at no cost from the website. Download fees may apply to vendors not registered on the website. Packages are also available from the SJC Purchasing Department Point of Contact provided below. When making a request please provide the full company name, full company address, company phone number, primary contact and email address.

Any and all questions or requests for information relating to this Request for Qualification shall be submitted **in writing** by or before close of business (5:00 P.M.) on **Thursday, July 6, 2017** to the following Designated Point of Contact:

**Designated Point of Contact Information:** David Klages, Contract Coordinator  
SJC Purchasing Department  
500 San Sebastian View  
St. Augustine, FL 32084  
Email: [dklages@sjcfl.us](mailto:dklages@sjcfl.us)  
Phone: (904) 209-0166  
Fax: (904) 209-0167

**Interested firms may not contact any staff member of St. Johns County, except the above referenced Designated Point of Contact, with regard to this RFQ as stated in SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". All inquiries will be routed to the appropriate staff member for response.**

A **Non-Mandatory Pre-Submittal Meeting** shall be held in the Aviles Conference Room in the **St. Johns County Administration Building**, 500 San Sebastian View, St. Augustine, FL 32084 on **Thursday, June 29, 2017** at **11:00 A.M.** All firms interested in submitting a Qualification package are invited to attend this meeting.

RFQ Packages **MUST** be submitted in a **SEALED** envelope/container. Each package submitted must have the respondent's name and mailing address marked plainly on the exterior of the envelope/container along with the RFQ name and number. Each package shall consist of one (1) original paper submittal AND one (1) USB flash drive containing one (1) PDF **exact copy** of the original hard-copy documents of the RFQ Package which shall include all required documents and any supplemental information. **Electronic copies should consist of one (1) complete file and not a series of separate files.**

**Deliver or Ship RFQ Packages to:** St. Johns County Purchasing Department  
500 San Sebastian View  
St. Augustine, FL 32084

*Vendors shall not contact, lobby or otherwise communicate with any SJC employee, including any member of the Board of County Commissioners, other than the above referenced individual from the point of advertisement of the RFQ until contract(s) are executed by all parties, per SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". According to SJC policy, any such communication shall disqualify the vendor or Contractor from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate or request for proposals and possible debarment for periods up to twelve (12) months.*

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 request for qualifications, shall file with the Purchasing Department for St. Johns County, a written notice of intent to protest no later than seventy two (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 St. Johns County's Purchasing Manual. All of the terms and conditions of the County's Purchasing Manual are incorporated by reference and are fully binding.

St. Johns County reserves the right to accept or reject any or all bids/proposals, waive minor formalities, and to award the bid/proposal that best serves the interests of St. Johns County. St. Johns County also reserves the right to award the base bid and any alternate bids in any combination that best suits the needs of the County.

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA  
HUNTER S. CONRAD, CLERK

BY: \_\_\_\_\_  
Deputy Clerk

**RFQ No. 17-58; Construction Administration Services for the Pavement Management Work Plan**

**PART II: INTRODUCTION**

**A. Purpose:**

In accordance with Florida Statutes, Section 287.055 Consultant's Competitive Negotiation Act (CCNA), St. Johns County Board of Commissioners solicits responses from qualified and experienced firms to provide Construction Administration Services for the Pavement Management Work Plan.

**B. RFQ Contact Information for Questions:**

Any and all questions or requests for information relating to this Request for Qualification shall be submitted **in writing** by or before close of business (5:00 P.M.) on **Thursday, July 6, 2017** to the following Designated Point of Contact:

**Contact Information:** David Klages, Contract Coordinator  
SJC Purchasing Department  
500 San Sebastian View  
St. Augustine, FL 32084  
Email: [dklages@sjcfl.us](mailto:dklages@sjcfl.us)  
Phone: (904) 209-0166  
Fax: (904) 209-0167

**Interested firms may not contact any staff member of St. Johns County, except the Designated Point of Contact, with regard to this RFQ as stated in SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". All inquiries will be routed to the appropriate staff member for response.**

**C. Addenda:**

Any and all clarifications, answers to questions, or changes to this RFQ shall be provided through a County issued Addendum, posted on [www.demandstar.com](http://www.demandstar.com). Any clarifications, answers, or changes provided in any manner other than a formally issued addendum, are to be considered "unofficial" and shall not bind the County to any requirements, terms or conditions not stated herein.

The County shall make every possible, good faith effort to issue any and all addenda no later than seven (7) days prior to the due date for proposals. Any addenda issued after this date shall be for material, necessary clarifications to the Request for Qualification.

**D. A Non-Mandatory Pre-Submittal Meeting** shall be held in the Aviles Conference Room in the **St. Johns County Administration Building**, 500 San Sebastian View, St. Augustine, FL 32084 on **Thursday, June 29, 2017** at **11:00 A.M.** All firms interested in submitting a Qualification package are invited to attend this meeting.

**E. Due Date & Location:**

Packages submitted in response to this Request for Qualification must be delivered to, and received by the SJC Purchasing Department by or before **four o'clock (4:00 P.M.)** on **Thursday, July 20, 2017**. Any packages received after this deadline will be deemed unresponsive, and shall be returned to the addressee unopened.

**RFQ Packages shall be delivered to:** St. Johns County Purchasing Department  
500 San Sebastian View  
St. Augustine, FL 32084

**F. RFQ Response Packaging Instructions:**

RFQ Packages **MUST** be submitted in a **SEALED** envelope/container. Each package submitted must have the respondent's name and mailing address marked plainly on the exterior of the envelope/container along with the RFQ name and number. Each package shall consist of one (1) original paper submittal AND one (1) USB flash drive containing one (1) PDF **exact copy** of the original hard-copy documents of the RFQ Package which shall include all required documents and any supplemental information. **Electronic copies should consist of one (1) complete file and not a series of separate files.**

**G. Evaluation of Responses:**

All properly submitted RFQ Packages shall be evaluated by an Evaluation Committee. Each Evaluation Committee Team Member will be provided access to the electronic copies of all submitted RFQ Packages, a copy of the RFQ Document with all issued Addenda, an Evaluator’s Score Sheet and Narrative Sheet. The Team shall then evaluate each RFQ Package according to the criteria described herein. Each Evaluation Team Member shall evaluate the RFQ Packages individually, with no communication, coordination, or influence from any other Evaluation Team Member, or any other individual with the exception of the Designated Point of Contact provided herein. Scores for each Respondent shall be recorded on the Evaluator’s Score Sheet, and an explanation of scoring provided on the Narrative Sheet. A public Evaluation Meeting will be held by the SJC Purchasing Department to record the scores from each Evaluation Committee Member, and rank the responding firms highest to lowest based on the scoring from the Evaluators.

The County desires to avoid the expense to all parties of unnecessary presentations; however, the County may elect to conduct oral interviews or presentations from one or more of the respondents in order to make a final determination of the top rankings. If the County elects to conduct oral interviews or presentations, selected firms will be notified.

County Staff may consider any evidence available regarding financial, technical, other qualifications and abilities of a respondent, including past performance (experience) with the County prior to recommending approval of award to the St. Johns County Board of County Commissioners.

The St. Johns County Board of County Commissioners reserves the right to reject any or all proposals, waive minor formalities or award to/negotiate with the firm whose proposal best serves the interest of the County.

**H. Evaluation Criteria:**

It is the intention of St. Johns County to evaluate, and rank the respondents that submit RFQ Packages from highest to lowest utilizing the evaluation criteria listed below.

Evaluation of the responses to this RFQ will comply with the specific criteria as follows:

<u>Evaluation Criteria:</u>	<u>Maximum Possible Points per Evaluator:</u>
A. Company and Staff Qualifications.....	15
B. Related Experience.....	25
C. Past Performance with St. Johns County.....	10
D. Project Approach.....	40
E. Quality & Schedule Control.....	5
F. Quality of Submittal.....	<u>5</u>
<b>Total Points Possible:</b>	<b>100</b>

**I. Contract Award:**

Recommendation shall be made to the Board of County Commissioners by County Staff to enter into negotiations with the highest ranked firm with the intention of coming to agreement over terms, conditions, and pricing in order to award a Contract for the services described herein.

**J. Contract Performance:**

At any point in time during the term of the Contract with the awarded Consultant, County Staff may review records of performance to ensure that the Consultant is continuing to provide sufficient financial support, equipment and organization as prescribed herein. The County may place said contract on probationary status and implement termination procedures if the County determines that a Consultant no longer possesses the financial support, equipment and organization which would have been necessary during the RFQ evaluation period in order to comply with this demonstration of competency section.

**PART III: GENERAL REQUIREMENTS**

**A. Project Description:**

This project will consist of providing Construction Administration Services for the Pavement Management Work Plan. The requested budget for annual paving services for Fiscal Year 2018 is \$6,000,000. The budget is contingent upon BOCC approval and is subject to change.

## B. Scope of Work:

Engineering services to be provided under the awarded contract shall include, but may not be limited to, the following:

- **Project Management, Meetings and Communications:** Consultant shall attend one kick-off meeting with the County. The kick-off meeting will address the following items:
  - a. Identify the team roles and responsibilities for Consultant and the County
  - b. Establish the project schedule
  - c. Develop a coordination plan
  - d. Determine the key factors of success for the project
  - e. Discuss County incident reporting requirements
- **Work Plan Construction Administration Services:** Consultant shall assist the County with all phases of the construction from pre-construction activities, such as submittal review and contract award review, to full-time onsite construction observation and project closeout. Normal activities include:
  - 1. Pre-construction Activities
    - Pre-construction meeting to review all contract requirements regarding:
      - a. Scheduling between the County and the Contractor
      - b. Constructability review
      - c. Utility Coordination
      - d. Assisting the County with notifying the public of upcoming work
      - e. Submittal reviews
        - 1. Plans
        - 2. Shop drawings
        - 3. Surveys
        - 4. Sketches
        - 5. As-built
      - f. Testing plan preapproval
    - Pre-paving meeting before work is conducted at each site:
      - a. Meet on site to review the existing conditions and discuss Maintenance of Traffic requirements
      - b. Review Contractor's and County's concerns and construction procedures
      - c. Discuss erosion control requirements
      - d. Review maintaining Property Owners' access to driveways during construction
  - 2. Resident Observer Activities to Monitor the Construction Process
    - Duties of the Resident Observer
      - a. Review progress and installation for conformance with project documents and County standards
      - b. Document project with photographs
      - c. Provide Daily Observation Report
      - d. Track and monitor construction issues
      - e. Check that materials delivered to the site are consistent with submitted materials
      - f. Maintain field files
      - g. Participate in inspection reviews and punch lists
      - h. Coordinate with all parties regarding project documentation, installation issues, and restoration problems
      - i. Onsite Monitoring
        - Resurfacing
          - Overlay thickness
          - Milling thickness
        - Tacking
          - Application rate
        - Hot Mix Arrival
          - Temperature of mix
          - Load tickets
          - Mix requirements
          - Hot mix placement
          - Spread Rate

- Joints
- Paving tolerances
- Compaction

### 3. Construction Administrator Activities

- Consultant will provide construction administration services throughout the duration of the contract.
  - a. Hold monthly progress meetings during the construction project
  - b. Coordinate with County representative on Pay Applications for concurrence with the work status on site
  - c. Monitor construction and ensure Contractor is on schedule. Deviations from schedule will be noted. Coordinate with County on any scheduling changes or contract time extensions including review and recommendation to the County
  - d. Coordinate with Contractor to review progress, future work and potential delays
  - e. Coordinate with the County's designated representative weekly to discuss the critical work items requiring the County's attention
  - f. Review and recommend construction change orders to the County
  - g. Draft and finalize Proposed Contract Modifications (PCM), Construction Field Orders (CFO), and Requests for Information (RFI)
  - h. For each project area, provide one Substantial Completion site review and a punch list to the County and Contractor
  - i. Conduct one Final Completion review to confirm punch list completion

### 4. Staffing

- The Consultant shall provide experienced Construction Engineering and Inspection (CEI) personnel to fulfill the contract. Resident Observers shall be certified in the following as a minimum:
  - a) Earthworks Level 1 and 2
  - b) Asphalt Level 1 and 2
  - c) Maintenance of Traffic – Intermediate or Advanced (preferred)
- The consultant shall also provide a Resident Engineer to supervise and assist the Resident Observer. The resident Engineer shall be experienced in CEI (minimum of 3 years of experience in Asphalt Paving Construction) and currently be a licensed professional engineer in the State of Florida, in good standing.

### 5. Equipment

- Resident Observer staff shall have an appropriate vehicle for use in construction inspection. The vehicle shall be either a SUV or Pickup truck equipped with 4 wheel or all-wheel drive. The consultant shall maintain insurance on the vehicles in accordance with County Purchasing Department's policies.
- The Consultant shall provide a portable computer or Laptop to each Resident Observer with Cityworks or County compatible asset management software, e-mail and filing capabilities. Internet access is required. The Resident Observer and Resident Engineer shall also have a smart phone with e-mail access to communicate with each other and County personnel. The County will provide access to its network pending Management Information Systems' approval.
- The Consultant shall also provide their Resident Observer and Engineer the proper Personal Protective Equipment including, but not limited to: hard hats, reflective vests, etc.
- The Consultant shall supply their Resident Observer any equipment or measuring devices to accomplish the work tasks including: measuring wheel, tape, electronic level, field books, etc.

### C. Sub-Consultants:

If the Consultant elects to sub-contract with any firm, for any portion of the work, the Consultant shall be responsible for all work performed by any sub-consultant and the Consultant shall not be relieved of any obligations under this Contract.

Each Respondent shall submit a list of proposed sub-consultants and their primary areas of work to be used if awarded the contract. Each Respondent must provide a list of sub-consultants, under **Section 3: Company and Staff Qualifications**, and attach a copy of any and all licenses and certificates for each sub-consultant listed. If no sub-consultants are proposed, so state there on.

At any time, the County may, at its discretion, require any Respondent to submit all relevant data required to establish to the satisfaction of the County, the reliability and responsibility of the proposed sub-consultants to furnish and perform the work proposed.

Prior to the award of the Contract, the County will notify the Respondent in writing if the County, after due investigation, has reasonable and substantial objection to any person or organization proposed as a sub-consultant. The Respondent then may, at his option, withdraw his RFQ Package, or submit an acceptable substitute at no increase in price. If the Respondent fails to submit an acceptable substitute within seven (7) days of the original notification, the County then may disqualify the Respondent, at no cost to the County.

The County reserves the right to disqualify any Consultant, Contractor, Sub-Consultant/Contractor, Vendor, or material supplier due to previously documented project problems, either with performance or quality.

Sub-Consultants and other persons and organizations proposed by the Respondent and accepted by the County, must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the County.

#### **PART IV: CONTRACT REQUIREMENTS**

##### **A. Insurance Requirements:**

The Consultant shall not commence work under this Agreement 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 Consultant shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) 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 Agreement.

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

The Consultant shall maintain during the life of this Agreement, 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 Agreement, 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 this Agreement, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000.

The Consultant shall maintain during the life of this Agreement, 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 during the life of this Agreement, 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 Agreement, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees (if three or more) per Florida Statute 440.02.

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

**B. Licenses, Permits & Fees:**

The Consultant shall be responsible for obtaining and holding any and all necessary licenses, permits, certifications required to perform the work described herein throughout the duration of the Contract. Payment of any fees or fines resulting in the lack of permits, licenses or certifications shall be the sole responsibility of the Consultant.

**C. Contract Agreement & Term:**

The intent of this RFQ is to select the number one ranked firm through the evaluation process and to award a contract upon successful negotiations to that firm. It is anticipated the County will issue a professional services contract for an initial term of one (1) year with two (2) available one-year renewals available for exercise by the 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 Respondent. 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 Respondent. The County reserves the right to delete, add to, or modify one or more components of the selected Respondent's proposal in order to accommodate changed or evolving circumstances that the County may have encountered since the issuance of the RFQ.

**D. Governing Laws & Regulations:**

It shall be the responsibility of the Consultant to be familiar and comply with any and all federal, state, and local laws, ordinances, rules and regulations relevant to the services to be performed under this Contract. The Contract Agreement shall be governed by the laws of the State of Florida and the County both as to interpretation and performance.

**E. Termination:**

Failure on the part of the Consultant to comply with any portion of the duties and obligations under the Contract Agreement shall be cause for termination. If the Consultant fails to perform any aspect of the responsibilities described herein, St. Johns County shall provide written notification stating any and all items of non-compliance. The Consultant shall then have seven (7) consecutive calendar days to correct any and all items of non-compliance. If the items of non-compliance are not corrected, or acceptable corrective action, as approved by the County, has not been taken within the seven (7) consecutive calendar days, the Contract Agreement may be terminated by St. Johns County for cause, upon giving seven (7) consecutive calendar days written notice to the Consultant.

In addition to the above, the County may terminate the Contract Agreement at any time, without cause, upon thirty (30) days written notice to the Consultant.

**F. 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 Sub-Consultant, 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 Sub-Consultant, 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 Sub-Consultant under workers' compensation acts, disability benefits acts or other employee benefit acts.**



## **PART V: REQUEST FOR QUALIFICATIONS SUBMITTAL REQUIREMENTS**

### **A. Respondent Responsibilities:**

Respondents are responsible for any and all costs associated with developing and submitting an RFQ Package in response to this Request for Qualifications. Respondents are also solely responsible for any and all costs associated with interviews and/or presentations requested by the County. It is expressly understood, no Respondent may seek or claim any award and/or re-imbursement from the County for any expenses, costs, and/or fees (including attorneys' fees) borne by any Respondent, during the entire RFQ process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Respondent.

All RFQ Packages received in response to this Request for Qualifications shall 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.

By submitting an RFQ Package, each Respondent certifies that the proposer has fully read and understands any and all instructions in the Request for Qualifications, and has full knowledge of the scope, nature, and quality of work to be performed. All RFQ Packages submitted shall be binding for one hundred twenty (120) consecutive calendar days following the submittal due date.

### **B. Trade Secrets:**

To invoke the provision of Florida Statute 624.4213, Trade Secrets, or other applicable law, the requesting firm must clearly mark each page of such document or specific portion of a document claimed to be a trade secret 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.

### **C. Public Records:**

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 Proposals 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.

### **D. Use of County Logo:**

Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, the Consultant may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without express written approval of the Board of County Commissioners of St. Johns County, Florida.

Respondents shall **not** include the St. Johns County Seal/Logo in any part of their submitted package. **Should a package be submitted with the County's seal/logo included, the County reserves the right to find the submitting firm non-responsive to the requirements stated herein, which may result in the respondent being removed from consideration for award of a contract under this RFQ.**

### **E. RFQ Package Submittal Format:**

All RFQ Packages must follow the same format, and shall be evaluated partially based on the Respondent's ability to follow the instructions herein. To receive points from evaluation, the RFQ Package format must sufficiently address and demonstrate all required components, and follow the order of sections described below. The aim of the required format is to simplify the preparation and evaluation of the RFQ Packages.

All RFQ Packages must include the following components:

<u>Section</u>	<u>Topic</u>
1	RFQ Qualification Cover Page
2	Cover Letter
3	Company & Staff Qualifications
4	Related Experience
5	Past Performance with St. Johns County
6	Project Approach
7	Quality & Schedule Control
8	Administrative Information

**F. RFQ Package Components:**

All of the components outlined below must be included with each copy of the RFQ Package and submitted as follows: one (1) original on 8 1/2" x 11" pages, numbered, 1 inch margins, typewritten with Times New Roman style, 12 size font and one (1) **complete PDF exact copy** of the original, hard-copy submitted RFQ Package. Additionally, all headings, sections and sub-sections shall be identified appropriately. All documentation must be submitted in the ***exact order and format as shown below***. The goal of the required format is to simplify the proposal preparation and evaluation process, and to ensure that all proposals receive the same orderly review. **The Quality of Submittal scoring for proposals will be based on the format, the organization, and the attention to detail.**

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:

**Section 1: RFQ Cover Page (Complete and Submit)**

**Section 2: Cover Letter**

Provide a cover letter. Include the original signed cover letter with the original proposal and a copy of the cover letter with the PDF copy of the proposal. The cover letter should provide the following:

- Respondent's name, contact person, business address, phone number, fax number and e-mail address.
- A brief statement of the respondent's understanding of the services required.
- Profile - provide a brief company background statement to include, but not limited to, years in business, company size, corporate structure, types of services offered, and professional affiliations.

**Section 3: Company and Staff Qualifications**

In this section, respondent shall provide evidence that the firm has qualified and experienced staff to perform the scope of services required for this project. In addition, provide a brief summary of the firm's overall capabilities relative to the Engineering Services as outlined in the scope and work relative to this project.

- Provide key personnel assigned to the project
- Provide a Project Organization Chart.
- Include a résumé for each key personnel of the project team (limit to 1 page for each)
- Identify the primary contact for this project.
- Include a list of sub-consultants with credentials and related experience (limit to 1 page per sub-consultant)
- Proper and valid licensing to conduct business in the State of Florida.
- Current applicable Department of Professional Regulation license(s).
- Current applicable certification(s).

**Section 4: Related Experience (Limit 2 – 3 pages)**

In this section, respondent shall provide evidence of successful completion, as the lead firm, of **three (3)** projects in the past **ten (10)** years as described in the Project Description. Emphasis should be on projects of comparable size and scope.

**Section 5: Past Performance with St. Johns County (Limit 2 – 3 pages)**

In this section, respondent shall demonstrate any and all services of scope as those described herein performed for St. Johns County within the past five (5) years. Respondents shall provide the following information for this category: brief description of services performed, total dollar value of services performed, and dates of services performed.

**Section 6: Project Approach**

In this section, respondent shall provide a narrative (limit to 4 pages) describing the proposed approach, capabilities, and methods in performing the project services. Each proposal must include a detailed work plan that addresses approach and method of how work on the project will be performed. The objective of the work plan is to demonstrate the respondent's ability to logically plan and complete the project, and the respondent's ability to successfully deliver any periodic progress reports, final reports, and presentations to the County.

**Section 7: Quality & Schedule Control (Limit 2 pages)**

In this section, the respondent shall provide a written narrative of the firm's project management methods to establish, monitor and track quality control methods including coordination of sub-consultants and ability to meet schedules in a timely manner.

**Section 8: Administrative Information**

Please include the following: Proof of Insurance, as required; Drug Free Work Place Form (complete and submit); RFQ Affidavit (complete and submit); RFQ Affidavit of Solvency (complete and submit); RFQ Conflict of Interest Form (complete and submit); all Acknowledged Addenda.



**PART VII: – ATTACHMENTS/FORMS**

**REQUEST FOR QUALIFICATIONS (RFQ) NO: 17-58  
Construction Administration Services for the Pavement Management Work Plan**

**COVER PAGE**

**SUBMIT ONE (1) ORIGINAL AND ONE (1) USB DRIVE WITH AN EXACT PDF COPY OF ORIGINAL  
RFQ PACKAGE TO:**

**PURCHASING DEPARTMENT  
ST. JOHNS COUNTY  
500 SAN SEBASTIAN VIEW  
ST. AUGUSTINE, FLORIDA 32084  
ATTN: DAVID KLAGES, CONTRACT COORDINATOR**

**COMPANY NAME:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**REQUEST FOR QUALIFICATIONS (RFQ) NO: 17-58**  
**Construction Administration Services for the Pavement Management Work Plan**

**Company Name:** \_\_\_\_\_

**St. Johns County Board of County Commissioners**  
**Drug-Free Workplace Form**

The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that

\_\_\_\_\_ does:

Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's Request for Qualifications to provide bond underwriter services a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**REQUEST FOR QUALIFICATIONS (RFQ) NO: 17-58**  
**Construction Administration Services for the Pavement Management Work Plan**

**AFFIDAVIT**

TO: ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS  
ST. AUGUSTINE, FLORIDA

At the time the proposal is submitted, the Respondent shall attach to his proposal a sworn statement.

The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association or corporation submitting the proposal and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_. Before me, the undersigned authority, personally appeared \_\_\_\_\_ who, being duly sworn, deposes and says he is \_\_\_\_\_ (Title) of \_\_\_\_\_ (Firm) the respondent submitting the attached proposal for the services covered by the RFQ documents for RFQ No: 17-58 Construction Administration Services for the Pavement Management Work Plan.

The affiant further states that no more than one proposal for the above referenced project will be submitted from the individual, his firm or corporation under the same or different name and that such respondent has no financial interest in the firm of another respondent for the same work, that neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this firm's proposal on the above described project. Furthermore, neither the firm nor any of its officers are debarred from participating in public contract lettings in any other state.

\_\_\_\_\_  
(Proposer)  
By \_\_\_\_\_  
\_\_\_\_\_  
(Title)

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who personally appeared before me at the time of notarization, and who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
My commission expires:  
\_\_\_\_\_

**VENDOR ON ALL COUNTY PROJECTS MUST EXECUTE AND ATTACH THIS AFFIDAVIT TO EACH PROPOSAL.**

**REQUEST FOR QUALIFICATIONS (RFQ) NO: 17-58**  
**Construction Administration Services for the Pavement Management Work Plan**

**AFFIDAVIT OF SOLVENCY**

PERTAINING TO THE SOLVENCY OF {insert entity name}, being of lawful age and being duly sworn I, {insert affiant name}, as {insert position or title} (ex. CEO, officer, president, duly authorized representative, etc.) hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.
2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, unmatured liabilities and contingent liabilities) as they become absolute and due.
3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.
4. I fully understand that failure to make truthful and complete disclosure of any fact or item of information contained herein may result in disqualification or termination for cause by the County of any contract for the services provided pursuant to above referenced RFQ and/or other action(s) authorized by law.

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature of Affiant

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ who personally appeared before me at the time of notarization, and who is personally known to me or who has produced \_\_\_\_\_ as identification.

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

My commission expires:  
\_\_\_\_\_



**REQUEST FOR QUALIFICATIONS (RFQ) NO: 17-58**  
**Construction Administration Services for the Pavement Management Work Plan**

**CONFLICT OF INTEREST DISCLOSURE FORM**

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a consultant's/contractor's professional judgment in completing work for the benefit of St. Johns County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Consultants/Contractors, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the consultant's/contractor's professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

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Please check the appropriate statement:

I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.

The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent: \_\_\_\_\_

Authorized Representative(s) : \_\_\_\_\_  
Signature Print Name/Title

\_\_\_\_\_  
Signature Print Name/Title

**PART VIII: OPTIONAL CHECKLIST**

**REQUEST FOR QUALIFICATIONS (RFQ) NO: 17-58  
Construction Administration Services for the Pavement Management Work Plan**


<b>SECTION</b>	<b>RFQ PACKAGE COMPONENTS</b>	<b>CHECK BOX</b>	<b>ST. JOHNS COUNTY USE</b>
<b>Section 1</b>	RFQ Qualification Cover Page		
<b>Section 2</b>	Cover Letter		
<b>Section 3</b>	Company & Staff Qualifications (include the following as applicable):		
	Proper and Valid Licensing for conducting business in State of FL		
	Current Department of Regulation License(s)		
	Current Applicable Certification(s)		
<b>Section 4</b>	Related Experience		
<b>Section 5</b>	Past Performance with St. Johns County		
<b>Section 6</b>	Project Approach		
<b>Section 7</b>	Quality & Schedule Control		
<b>Section 8</b>	Administrative Information (include the following):		
	Proof of Liability Insurance and Limits		
	Drug Free Work Place Form		
	RFQ Affidavit		
	RFQ Affidavit of Solvency		
	Conflict of Interest Form		
	Acknowledged Addenda		

**PART IX: SEALED BID MAILING LABEL**

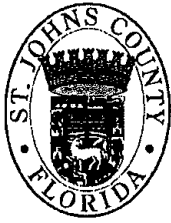
**REQUEST FOR QUALIFICATIONS (RFQ) NO: 17-58  
Construction Administration Services for the Pavement Management Work Plan**

**Cut along the outer border and affix this label  
to your sealed bid envelope to identify it as a  
"Sealed RFQ"**

<b>SEALED RFQ • DO NOT OPEN</b>	
SEALED RFQ #:	<b>RFQ 17-58</b>
BID TITLE:	<b>Construction Administration Services for the Pavement Management Work Plan</b>
DUE DATE/TIME:	<b>Thursday July 20, 2017 No Later Than 4:00 P.M.</b>
SUBMITTED BY:	_____ Company Name
	_____ Company Address
	_____ Company Address
DELIVER TO:	St. Johns County Purchasing ATTN: David Klages 500 San Sebastian View St St. Augustine FL 32084



**END OF DOCUMENT**



St. Johns County Board of County Commissioners

Purchasing Division

July 11, 2017

ADDENDUM #1

To: Prospective Respondents  
From: St. Johns County Purchasing Department  
Subject: RFQ No: 17-58; Construction Administration Services for the Pavement Management Work Plan

This Addendum #1 is issued to further respondents' information and is hereby incorporated into the RFQ documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda. **Please return an original copy of this signed Addendum with proposal to the St. Johns County Purchasing Division, Attn: David Klages; 500 San Sebastian View, St. Augustine, FL 32084.**

Question:

- For Section 3 (Company and Staff Qualifications), is there a maximum number of pages for this section?  
**Answer: There are no page limits other than those already mentioned (résumés, sub-consultants' credentials, experience, etc.).**
- Is there a total limit on the number of pages for the total proposal?  
**Answer: No, but precise responses will be every bit as effective, if not more so, than overly lengthy responses.**
- Section 4 (Related Experience) says respondent shall provide evidence of successful completion, as the lead firm... Our firm has provided these exact Contract Administration and Inspection services on many projects with the FDOT as well as other clients but we have provided them as a sub-consultant to a prime contractor. Can the "lead firm" requirement be lifted to allow us to show this experience for this RFQ?  
**Answer: Yes, you may show your firm's related experience as a sub-consultant.**
- For Section 4 (Related Experience), can a project be submitted from our sub-contractor?  
**Answer: No, please only show only the work that your firm has performed.**

**THE PROPOSAL DUE DATE REMAINS JULY 20, 2017 AT 4:00 P.M.**

**Acknowledgment**

Sincerely,

David Klages  
Contract Coordinator

\_\_\_\_\_  
Signature and Date

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Company Name (Print)

**END OF ADDENDUM NO. 1**