RESOLUTION NO. 2018 - 15

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD RFQ NO: 18-21; SHARED-USE NON-MOTORIZED (SUN) TRAIL – ST. JOHNS RIVER-TO-SEA LOOP PLANNING STUDY, APPROVE THE COUNTY ADMINISTRATOR, OR HIS DESIGNEE TO ENTER INTO NEGOTIATIONS, AND UPON SUCCESSFUL NEGOTIATIONS, ENTER INTO AN AGREEMENT FOR THE COMPLETION OF THE STUDY.

RECITALS

WHEREAS, the County desires to enter into negotiations, and upon successful negotiations, enter into a contract with Hanson Professional Services Inc, to perform the Shared-use Non-motorized (SUN) Trail planning study for the St. Johns River-to-Sea Loop Trail in accordance with RFQ No. 18-21; and

WHEREAS, the scope of the services will be to find an alignment for the St. Johns River-to-Sea Loop Trail in St. Johns County from the end of the existing point near I-95 to the Flagler County line; and

WHEREAS, through the County's formal RFQ process, Hanson Professional Services Inc. was the highest ranked firm to enter into negotiations with the County, and upon successful negotiations, 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 18-21 to Hanson Professional Services 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 an agreement 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 RFO 18-21.
- Section 4. If after negotiation with Hanson Professional Services Inc., and if an agreement cannot be reached, the County Administrator, or his designee may enter into negotiations with the next successively ranked respondent(s) until an agreement is reached, or until the County Administrator, or his designee determine that pursuing negotiations further does not serve the best interest of the County.
- 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.

ATTEST: Hunter/S. Conrad, Clerk

Deputy Clerk

RENDITION DAIL.

BOARD OF COUNTY COMMISSIONERS OF

ST. JOHNS COUNTY, FLORIDA



CONTRACT AGREEMENT RFQ NO: 18-21; SHARED-USE NON-MOTORIZED (SUN) TRAIL — ST. JOHNS RIVER-TO-SEA LOOP PLANNING STUDY Master Contract #: 17-MAS-HAN-08967

This Contract Agreement, ("Agreement") is made as of this _______ day of _______, 2018, by and between St. Johns County, FL ("County" or "Owner"), a political subdivision of the State of Florida, whose principal offices are located at 500 San Sebastian View, St. Augustine, FL 32084, and Hanson Professional Services, Inc ("Consultant"), authorized to do business in the State of Florida, with offices located at: 8075 Gate Parkway West, Suite 204, Jacksonville, FL 32216_; Phone: (904) 737–0090; Fax: (904) 737–0040; Email: DKemp@hanson-inc.com.

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

ARTICLE 1 - DURATION and EXTENSION

ARTICLE 2 - ENUMERATION OF CONTRACT DOCUMENTS

The term "Contract Documents" shall include all RFQ Documents and any addenda/exhibits thereto; all Specifications; 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 find an alignment for the St. Johns River-to-Sea Loop Trail in St. Johns County from the end of the existing point near I-95 to the Flagler County line, as specified in the Scope of Work, submitted by the Consultant, approved by the County in accordance with RFQ No: 18-21 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

- 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

Attn: Joan Anderson 2740 Industry Center Road St. Augustine, FL 32084

G. <u>FINAL INVOICE</u>: In order for the County and the Consultant to reconcile/close their books and records, the Consultant shall clearly indicate "<u>Final Invoice</u>" 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 fourteen (14) 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 <u>not</u> 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 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 contract, whether such operations be by the Consultant or by anyone directly employed by or contracting with the Consultant.

The Consultant shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability to protect the Consultant from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Consultant or by anyone directly or indirectly employed by a Consultant.

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

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

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

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, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the Consultant in the performance of the Contract.

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.

ARTCILE 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 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:

Hanson Professional Services Inc.

Attn: David Kemp, PE

8075 Gate Parkway West, Suite 204 Jacksonville, FL 32216

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

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:
Jaime T. Locklear, MPA, CPPB, FCCM Printed Name of County Representative	Hanson Professional Services Inc. Company Name
Assistant Purchasing Manager Title of County Representative	Signature of Consultant Representative
Signature County Representative	Printed Name & Title
Date of Execution	Date of Execution
ATTEST: ST. JOHNS COUNTY, FL CLERK OF COURT	
Deputy Clerk	·
Date of Execution	
LEGALLY SUFFICIENT	
Deputy County Attorney	
Date of Execution	

RFQ NO: 18-21; SHARED-USE NON-MOTORIZED (SUN) TRAIL – ST. JOHNS RIVER-TO-SEA LOOP PLANNING STUDY

EXHIBIT A – FEE SCHEDULE



Purchasing Division

NOTICE OF INTENT TO AWARD

December 15, 2017

RE: RFQ No. 18-21; Shared-Use Non-Motorized (SUN) Trail - St. Johns River-to-Sea Loop Planning Study

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 Hanson Professional Services, Inc. as the top ranked firm under RFQ No. 18-21; Shared-Use Non-Motorized (SUN) Trail—St. Johns River-to-Sea Loop Planning Study. This notice will remain posted on the St. Johns County Purchasing Department bulletin board until 5:00 P.M., Wednesday, December 20, 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 enter into negotiations.

Please forward all correspondence, requests or inquiries directly to David Klages, Purchasing Coordinator, at dklages@sicfl.us.

Date: 12 15/17

Sincerely,

St. Johns County

Board of County Commissioners

bunty Representative/Signature

Jaime T. Locklear, MPA, CPPB, FCCM, Assistant Purchasing Manager

Name & Title (Printed)



ST. JOHNS COUNTY PURCHASING DEPARTMENT

500 San Sebastian View St. Augustine, Florida 32084

INTEROFFICE MEMORANDUM

TO:

Jay Brawley, County Engineer

FROM:

David Klages, Procurement Coordinator

SUBJECT:

Transmittal of Proposals Received for RFQ No. 18-21; Shared-Use Non-Motorized

(SUN) Trail - St. Johns River-to-Sea Loop Planning Study

DATE:

December 14, 2017

Attached are copies of the RFQ proposals received for the above mentioned along with a copy of the Evaluation Summary Sheet, Individual Score Sheets, and Scoring Narratives.

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 12/15/17

Budget Amount 750,000

Account Funding Title TRANS TRUST STATE GRANT EXPENDITURE
Funding Charge Code 1114-55305-1477-55305

Award to 16 n son Professional Services

EVALUATION SUMMARY SHEET

ST. JOHNS COUNTY, FLORIDA

Date: December 14, 2017

RFQ No. 18-21; Shared-Use Non-Motorized (SUN) Trail - St. Johns River-to-Sea Loop Planning Study

	RATER	RATER	RATER	RATER		-	
. FIRM	Shannon Acevedo	Rodney Cooper	Teddy Meyer	Nick Perpich	TOTAL	RANK	COMMENTS
Hanson Professional Services	84	97	91	92	364	1	
Kimley-Horn & Associates	80	99	85	93	357	2	
Ayers Associates	93	81	85	82	341	3	

APPROVED: Assistant Purchasing Manager

County Engineer

NOTE: -

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

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.



Purchasing Division

November 6, 2017

ADDENDUM #1

To:

Prospective Respondents

From:

St. Johns County Purchasing Department

Subject:

RFQ No: 18-21; Shared-Use Non-Motorized (SUN) Trail - St. Johns River-to-Sea Loop Planning Study

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.

Change:

1. On page 7 of the RFQ, item "C" under Scope of Services states: "The study will assess the potential impacts for at least three proposed trail alignments: one using the Bridge of Lions, a second along S.R. 312 and the third using S.R. 206."

The study will be revised to assess only two trail alignments: one using the Bridge of Lions and a second along S.R. 312. S.R. 206 will no longer be considered as part of this project.

Informational:

1. Ideally SJC would like to see up to 30% design plans as a result of this RFQ.

THE SUBMITTAL DUE DATE REMAINS NOVEMBER 30, 2017 AT 4:00 P.M.

Acknowledgment	Sincerely,
Signature and Date	David Klages Purchasing Coordinator
Printed Name/Title	
Company Name (Print)	

END OF ADDENDUM NO. 1



Purchasing Division

November 16, 2017

ADDENDUM #2

To:

Prospective Respondents

From:

St. Johns County Purchasing Department

Subject:

RFQ No: 18-21; Shared-Use Non-Motorized (SUN) Trail - St. Johns River-to-Sea Loop Planning Study

This Addendum #2 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:

1. Do the minimum of three relevant projects in the last ten years have to be <u>trail PD&E</u> projects or any PD&E projects? The RFQ indicated that they must be of similar scope – we want to verify if that pertains specifically to trail PD&E scope of services.

Answer: Yes, the projects must be trail PD&E projects.

THE SUBMITTAL DUE DATE REMAINS NOVEMBER 30, 2017 AT 4:00 P.M..

Acknowledgment	Sincerely,
Signature and Date	David Klages Purchasing Coordinator
Printed Name/Title	
Company Name (Print)	

END OF ADDENDUM NO. 2



Purchasing Division

November 17, 2017

ADDENDUM #3

To:

Prospective Respondents

From:

St. Johns County Purchasing Department

Subject:

RFQ No: 18-21; Shared-Use Non-Motorized (SUN) Trail – St. Johns River-to-Sea Loop Planning Study

This Addendum #3 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.

Questions/Clarification:

1. To follow-up the County's answer to Question 1 of Addendum #2, many PD&E planning/study projects include both roadway/other multi-modal elements, including significant requirement for multi-use trails and other similar recreational-use facilities. These type PD&E projects typically include all RFQ 18-21 requested study and planning scope elements, including the key and significant public involvement and stakeholder/coordination capabilities required for the County's SUN Trail/SJR2C Loop Planning Study. Your RFQ scope, and the stakeholders that will be involved, is a prime example that this is not just a trail project. Your project will include significant consideration of the trail along with other multi-modal components that must be fully assessed to achieve the most viable trail alignment alternative. As such, will PD&E projects that include emphasis of multi-use trail facilities as part the overall corridor study/planning and public involvement process meet the requirement as relevant project experience included in Section 4: Related Experience?

Answer: Yes, as long as other project experience contains relevant trail planning elements, those projects will count towards the required relevant project experience for this RFQ.

2. Would you please confirm that the County's answer to Question #1 in Addendum #2 is not meant to restrict the required minimum three relevant trail projects to ONLY trail PD&E projects, but that they may also be trail planning projects similar in scope to that of RFQ 18-21 for a Trail Planning Study?

Answer: Addendum #2 shall be revised to allow other similar projects provided they contain trail planning elements as noted in Q&A #1 of this addendum.

THE SUBMITTAL DUE DATE REMAINS NOVEMBER 30, 2017 AT 4:00 P.M.

Acknowledgment	Sincerely,	
Signature and Date	David Klages Purchasing Coordinator	
Printed Name/Title	· · ·	*** ***
Company Name (Print)	END OF ADDENDUM NO. 3	1



ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS

RFQ NO: 18-21 REQUEST FOR QUALIFICATIONS

SHARED-USE NON-MOTORIZED (SUN) TRAIL – ST. JOHNS RIVER-TO-SEA LOOP PLANNING STUDY

St. Johns County Purchasing Department 500 San Sebastian View St. Augustine FL 32084 (904) 209-0150

Final: 10/13/17

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RFQ No. 18-21; Shared-Use Non-Motorized (SUN) Trail – St. Johns River-to-Sea Loop Planning Study

PART I: ADVERTISEMENT

Notice is hereby given that St. Johns County, FL is soliciting responses for <u>RFO No. 18-21</u>; <u>Shared-Use Non-Motorized (SUN) Trail—St. Johns River-to-Sea Loop Planning Study</u>. 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 <u>4:00 P.M. (EDST)</u> on <u>Thursday</u>, <u>November 30, 2017</u>. 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.

The East Coast Greenway was first developed to create an off-road trail connecting twenty-five (25) major cities between Calais, Maine and Key West, Florida. The St. Johns River-to-Sea Loop traverses five counties and two FDOT Districts. The purpose of the Shared-use Non-motorized (SUN) Trail planning study is to find an alignment for the St. Johns River-to-Sea Loop Trail in St. Johns County from the end of the existing point near I-95 to the Flagler County line. 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 complete a study to identify several alignments, determine their feasibility, and recommend the preferred option for adoption by the respective entities.

RFQ Packages are available for downloading from Onvia DemandStar, Inc. at their website www.demandstar.com, or by calling 800-711-1712 and requesting Document ##18-21. 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 <u>Thursday</u>, <u>November 9, 2017</u> 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

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.

In order to submit a proposal, the prime consultant must possess FDOT Pre-qualification in Work Group 2, Project Development & Environmental Study (PD&E). In addition, the prime consultant must have completed a minimum of three (3) projects of similar scope and dollar value within the past ten (10) years as described in the Project Description.

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 <u>Thursday</u>, November 2, 2017 at <u>2:00 P.M.</u> 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 hard-copy AND one (1) exact electronic PDF copy on a USB flash drive.

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 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:

RFQ No. 18-21; Shared-Use Non-Motorized (SUN) Trail – St. Johns River-to-Sea Loop Planning Study

PART II: INTRODUCTION

A. Purpose:

The purpose of the Shared-use Non-motorized (SUN) Trail planning study is to find an alignment for the St. Johns River-to-Sea Loop Trail in St. Johns County from the end of the existing point near I-95 to the Flagler County line. 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 complete a study to identify several alignments, determine their feasibility, and recommend the preferred option for adoption by the respective entities.

B. Tentative Schedule:

The County proposes the tentative schedule of events below. The dates provided may change at the discretion of the County. If any modifications impact the schedule of this RFQ, through and until the deadline for submitted RFQ Packages, the County will notify all interested respondents via Addendum.

Advertisement of Request for Qualifications for Consultants	October 18, 2017
Non-Mandatory Pre-Submittal Meeting	November 2, 2017
Deadline for Questions/Requests for Information/Clarifications	November 9, 2017
Issuance of Final Addendum	November 16, 2017
RFQ Package Submission Deadline	November 30, 2017
Evaluation of Submitted RFQ Packages	December 14, 2017
Presentation of Firm Recommended for Award to BOCC	January 16, 2018
Negotiation of Contract	January 26, 2018
Award of Contract	February 5, 2018

C. 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 <u>Thursday</u>, <u>November 30, 2017</u>. Any packages received after this deadline will be deemed unresponsive, and shall be returned to the addressee unopened.

D. Designated Point of Contact for Information:

Any and all questions or requests for information relating to this Request for Qualification shall be submitted <u>in writing</u> by or before close of business (5:00 P.M.) on <u>Thursday</u>, <u>November 9, 2017</u> 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 Phone: (904) 209-0166 Fax: (904) 209-0167

In the event the Designated Point of Contact provided above is absent or otherwise unavailable, firms may contact Leigh Daniels, CCPB, Procurement Supervisor, at ldaniels@sjcfl.us.

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.

E. 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. 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.

All copies of acknowledged addenda, if applicable, must be submitted in Section 7: Administrative Information.

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.

F. Non-Mandatory Pre-Submittal Meeting:

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 <u>Thursday</u>, <u>November 2, 2017</u> at <u>2:00</u> <u>P.M.</u> All firms interested in submitting a Qualification package are invited to attend this meeting.

G. Costs Incurred by Respondents:

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

H. Determination of Responsiveness:

The County shall make a determination for each respondent, as to the responsiveness of the submitted RFQ Package to the requirements provided herein. Any respondent who is not responsive to the requirements of this Request for Qualifications may be determined non-responsive, and may be removed from consideration by the Evaluation Committee. Only those respondents who are fully responsive to the requirements herein will be evaluated for consideration of award.

The County reserves the right to waive any minor formality or irregularity in any submitted RFQ Proposal. However, any missing information or document(s) that are material to the purpose of the RFQ shall not be waived as a minor formality.

I. Equal Employment Opportunity:

In accordance with Federal, State and Local law, the submitting firm shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The submitting firm shall be required to comply with all aspects of the Americans with Disabilities Act (ADA) during the performance of the work.

J. 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 Qualifications and the responses thereto are in the public domain. However, the proposers are requested to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

K. Consideration for 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.

L. 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.

A. Background:

This project is funded by the Florida Department of Transportation (FDOT Contract No. G0M37, Financial Project ID No. 439932-1-14-01). Its purpose is to find an alignment for the River-to-Sea Loop Trail in St. Johns County from the end of the existing point near I-95 to the Flagler County line. The need for a feasibility study of alignments for this project was identified by FDOT. This project scope provides direction to complete a study to identify several alignments, determine their feasibility, and recommend the preferred option for adoption by the respective entities. A study area encompassing these proposed alignments has been identified, and is depicted on Figure 1.

In 1991, the concept of the East Coast Greenway was first developed to create an off-road trail connecting 25 major cities between Calais, Maine and Key West, Florida. This route, spanning approximately 3,000 miles, was borne as a grass roots effort to connect cities. The St. Johns River-to-Sea Loop (the Loop) was originally envisioned as a major addition to the East Coast Greenway. In 2004 the first tour of the Loop was organized by Bike Florida (www.bikeflorida.org). The St. Johns River-to-Sea Loop traverses five counties and two FDOT Districts (Districts 2 and 5). The Loop is envisioned as a major contributor to eco-tourism in Northeast Florida and serves as a model for future trail projects nationally. At roughly 300 miles, the Loop provides opportunities for multi-day bicycle touring operations while providing local communities with much needed recreation and connectivity opportunities. Ultimately the Loop is a story of cooperation between multiple non-profit, government, and private sector entities.

B. Project Information:

St. Johns County contains 37 miles of the Loop and serves as the most northern portion of it. Currently, five miles are completed from I-95 heading west along an abandoned rail bed, and nine miles of the trail are under development with completion to the Putnam County line. One of the major challenges for St. Johns County is the connection from the existing trail east towards St. Augustine. Design has been completed for approximately 5 miles of Rails-to-Trails, however, right-of-way agreements have not been made in order to move forward with construction. There may be a need to realign the trail to follow C.R. 207 towards St. Augustine. The current route proposes to cross the Bridge of Lions in order to access S.R. A1A. This route is problematic as there is no alternative for providing a separated trail across the bridge.

As an alternative, routing the trail south along U.S. 1 from downtown St. Augustine to the S.R. 312 Bridge would allow for safe travel to St. Augustine Beach. In St. Augustine Beach the existing Mickler Road trail can be incorporated before connecting to S.R. A1A route. There are currently no plans and limited right-of-way to construct a trail along S.R. A1A to the Flagler County line.

The trail is intended to meet the needs and desires of both recreational and utilitarian users. The trail environment should be pleasant and inviting while offering efficient connections between strategic origins and destinations. An alignment that most closely blends the goals of recreational and utilitarian users will be sought.

C. Study Objective:

The study will assess the potential impacts for at least three proposed trail alignments: one using the Bridge of Lions, a second along S.R. 312 and the third using S.R. 206. The alignments can traverse through St. Johns County, City of St. Augustine and the City of St. Augustine Beach. A wide range of engineering, environmental and socio-economic criteria will be used to determine the desirability of each proposed trail alignment with constructability playing a paramount role in the final selection of an appropriate route.

D. Engineering Considerations:

Engineering design may not limit the overall achievability of the project; however, certain elements may create a more complex design, ultimately leading to greater financial and timetable needs. The need for and availability of the trail crossings barriers as rail lines, major highways, water bodies or other such obstacles will be reviewed for each segment. The potential right-of-way needs for each segment will be reviewed. Annual maintenance costs for each affected entity will be calculated with each alternative route. A separate high level bridge across the Matanzas River can be considered.

E. Environmental Considerations:

Potential impacts to both the natural and built environment will be assessed using direction and processes from the FDOT Project Development and Environmental Manual (PD&E Manual) and Efficient Transportation Decision Making (ETDM) manual. Screening for such items as threatened and endangered species, wetlands, historic and archeological features on the (minimum of) three proposed routes will be conducted. The Consultant shall be responsible for the ETDM process.

The PD&E Manual incorporates all the requirements of the National Environmental Policy Act (NEPA), federal law and executive orders, applicable federal regulations included in the Federal Highway Administration Federal-Aid Policy Guide, and applicable state laws and regulations including Chapter 339.155 of the Florida Statues regarding transportation planning activities. Project documentation shall be in compliance with all applicable state and federal laws, executive orders, and regulations.

F. Social and Economic Considerations:

The study will consider socio-cultural factors to ensure community values and concerns are identified and that potential effects of the trail on residents and communities are evaluated. At a minimum, demographic and socio-economic data will review potential impacts of the trail on possibly under-represented populations (i.e. race, color, national origin, disability, age, gender, low income, zero vehicle households). The potential economic impact of the trail and opportunities for economic development at places along each route will be estimated.

The study will also evaluate the quality of the user experience provided by each route alternative. Aesthetics, safety, and ADA accessibility may lead to the effectiveness of a trail. Qualitative analysis may be used to evaluate the more subjective characteristics of each proposed route.

G. Study Area:

St. Johns County, Florida	
St. Johns River-To-Sea Loop	`
Total Length 37 miles	
%o	f Total
Mulli-Use Trail Complete	14%
Multi-Use Trail Not To Standard	0%
Multi-Use Trail In Development	24%
Future Trail Route	62%

Figure 1 - Study Area routes depicted in Green and Purple (Other alignments can be considered) St. John. Green Core Bridge of Lions cannot accommodate official S). Avgusiliro Trail section has been designed needs final R.O.W. agreement with FEC Existing trail along Mickler Blvd: Augusino Decelh Existing Trail Poved shoulder but no plans for off-road trail **Existing Trail** S.R. 312 Bridge possible alternative Putnam County Existing Trail Trail to be designed 2012, construction planned for 2016 (III) Marineland Flagler Coust

H. Corridor Planning Study Process:

The flow chart on the following page provides an overview of the planning process to be applied during this study. Beginning with a visioning process, key project stakeholders will be identified and engaged during a series of meetings to establish the goals and objectives for the study. This effort will be supported by a context-sensitive examination of the existing conditions, and identification of constraints and opportunities. Based on the visioning process, and supporting evaluations, a *Purpose and Needs Statement* will be developed to summarize the issues to be addressed with the planning effort, and identify a range of safety and multi-modal improvements to be evaluated.

The next step in the planning process is a corridor assessment, which involves documenting the future vision for the corridor to include specific policy goals and objectives, as well as the range of potential alternatives identified during the visioning process. A due diligence evaluation of improvement alternatives will be developed to support discussions amongst the County as viable alternatives to be advanced into the next phase are identified. This phase of the study will include an Alternatives Development Public Workshop to review the corridor planning process and study objectives, as well as to present the improvement strategies identified for consideration. At this stage in the process, any input received from the public can be given serious consideration and incorporated as needed prior to conducting a more in-depth alternatives assessment and evaluation.

With input received from the public and the other stakeholders, the ensuing step will be to develop evaluation criteria for the comparison of alternatives and identify the range of viable alternative routes and develop an Alternatives Analysis Report.

The Consultant will obtain concurrence from the affected municipalities for the preferred route. Concurrence may include a Resolution from the ruling board of municipalities and county.

The preferred route will be divided into feasible segments with logical termini identified. A cost estimate for PD&E, Design, Construction, and CEI shall be provided. Annual maintenance for each segment shall be developed and separated by affected agency, segment, and a total calculated for each entity of the preferred route.

A comprehensive Executive Summary shall be provided with the Draft and Final reports.

Corridor Planning Study Process





1.1 Public Involvement Plan

1.2 Stakeholder Outreach / Coordination

- Agency Kickoff Meeting
- Field Trip
- MPO Update

1:3 Meeting Support

14 Existing Conditions

- * Data Collection / Review of Previous
- Evaluation of Existing Trail End and Gap Locations
- · Field Verilication
- Physical Inventory of Study Area

Deliverable: Existing Conditions Summary





2.2 Purpose and Need Development

- Stakeholder Interviews
- **Guiding Principles**
- Review of Documentation

Deliverable: Droft Purpose and Need Report

2.3 Alternatives Development Public Workshop

Deliverable: Final Purpose and Need Report





3.1 Identification of Viable Alternatives

- Trailheads
- * Estimated Cost Comparisons

Deliverable: Draft Alternatives Analysis Report

3.2 Final Alternatives Evaluation

- 3.3 Final Study Presentation
- 3.4 Final Project Deliverable

Deliverables:

- 1. Public Involvement Plan --
- 2. Purpose and Need Statement, Guiding
- Final Alternatives Report
- Comprehensive Executive Summary

3.5 Pass the Torch

I. Study Outline, Objectives and Deliverables:

Identify a preferred route for the St. Johns River-to-Sea Loop Trail through St. Johns County from where the existing trail ends near I-95 to the Flagler County line on S.R. A1A. The intent is to connect the existing trail ending near I-95 and terminate it at the St. Johns County/Flagler County line. At a minimum, the following actions shall be taken to establish a preferred route:

- Develop and implement a Public Involvement Plan (a strategic plan from onset of project to achieve and maintain public support that is specific to this project).
- Develop a Purpose and Need Statement that can be used toward the PD&E phase.
- Determine a Class of Action for the preferred route.
- Provide an existing Conditions Summary (using ground-based digital photography and desktop GIS).
- Provide an Alternatives Analysis Report.
- Obtain concurrence from the affected municipalities for the preferred route; including but not limited to St. Johns County, City of St. Augustine and the City of St. Augustine Beach.
- Divide the preferred route into feasible segments. Identify logical termini and provide a cost estimate for PD&E, Design, Construction and CEI for each segment. Identify if the segments are on or off the State Highway system;
- Identify if any right-of-way is needed. Detailed annual trail maintenance costs will be provided for each segment and separated for each agency including FDOT.
- The FDOT will establish communication with the Florida East Coast Railway for consideration of using their right of way for the Trail.

Provide a Draft and Final report that includes a Comprehensive Executive Summary and each of the items above.

J. Study Approach:

A Corridor Planning Study represents an opportunity to engage local and regional project stakeholders in the identification of issues, establishment of planning goals, and project visioning leading to the identification of potential improvement alternatives. Collaboration with the public and project stakeholders to seek input into the development of the Corridor Alternatives and Strategies Summary is an essential part of this project. A Public Planning Workshop will be held to solicit input from the public on the goals and objectives of the study, and to receive input on the full range of potential improvements to be evaluated. This will begin the consensus-building process at the planning stage, which will also identify and engage citizens and stakeholders that that wish to actively participate in the development of a multi-modal planning process.

K. Public Involvement Plan:

The Consultant will provide assistance to the County in the manner of a Public Involvement Plan for this project as further described herein. To the extent possible, the County will collaborate with agency partners regarding previous planning efforts and related projects involving coordination with the public. This may include, but is not limited to the sharing of mailing lists, stakeholder contacts, potential meeting sites, and other materials.

- 1.1 Public Involvement Plan (PIP): Development of the guidance document that details early, meaningful, and continuous public outreach efforts. The PIP should provide a strategic plan from the onset of the project to achieve and maintain public support. The goal is to produce a PIP that is project specific, result oriented and a living/working document. The PIP is an important product that subsequent phases (PD&E, Design) rely on to move forward on their part of the project. Elements include, but are not limited to:
 - o Specific PIP objectives, strategies to accomplish goals, actions taken, outcome/results and measures of effectiveness
 - o Controversial issues encountered or anticipated, and how handled
 - o Process for identifying community stakeholders
 - o Methods of public information distribution (newspaper, print, web site, social media, multi-lingual materials)
 - o Listing of potential stakeholders, agency contacts, and government officials with contact information
 - o Summary of anticipated coordination meetings & workshops

Comments and Coordination Summary: This document is a reference of all the public involvement materials developed for key project meetings and public workshops. It shall include meeting agendas, summaries, and sign in sheets; copies of notifications, correspondence, and e-mails associated with key project decisions or agency commitments;

presentation slides, workshop handouts, mailing lists, and other relevant material documenting outreach conducted as part of this project.

1.2 Stakeholder Outreach/Coordination:

- The Consultant will conduct at least three (3) public workshops during the study, including a preliminary workshop to inform stakeholders of the project and details of such, an alternatives development workshop, and a final alternatives workshop to present findings prior to project approvals. The Consultant will prepare all necessary maps and reports for workshops and presentations.
- Stakeholders Coordination Meetings: The Consultant shall provide technical input, coordination and support for the County to hold or participate in various meetings, which are anticipated to include:
 - o County and Stakeholder Kick-off Meeting
- The Consultant will collaborate with stakeholders and public agencies that have an interest in the proposed trail. The list of stakeholders will be amended throughout the study and will include federal, state and local agencies, property owners, trail advocacy groups and other interested parties as identified through the planning process. The preliminary contact list will include representatives from the following agencies and organizations:
 - o Florida Department of Transportation, Office of Policy Planning
 - o Florida Department of Transportation, District 2
 - o Florida Department of Environmental Protection, Office of Greenways and Trails
 - o Florida Department of Agriculture and Consumer Services, Florida Forest Service
 - o North Florida Transportation Planning Organization
 - o National Park Service
 - o St. Johns River Water Management District
 - o St. Johns County
 - o City of St. Augustine
 - o City of St. Augustine Beach
 - o Other federal, state, regional and local permitting agencies, as appropriate and relevant to the study.
 - o Chamber of commerce, economic development, and tourism organizations
 - o Scenic and heritage byways groups
 - o Special interest user groups such as hiking and cycling clubs

1.3 Meeting Support:

The Consultant will prepare for and attend several meetings:

- Kick-off (1)
- St. Johns County Board of County Commissioners
- City of St. Augustine Staff and City Council (several)
- City of St. Augustine Beach Staff and City Council (several)
- North Florida Transportation Planning Organization (if necessary)
- FDOT staff progress meetings (as necessary)
- Public Involvement kick-off workshop (1)
- Alternatives development public workshop (1)
- A final study presentation (1)

With input from the County, the Consultant will secure a site to host the Public Meeting. If applicable, the Consultant will pay all costs for meeting site rent and insurance. The Consultant will attend the meetings with an appropriate number of personnel to assist the County.

Material for Project Website: The County anticipates posting study-related information to an appropriate web site. The Consultant shall provide project information, graphics, and other materials generated for major deliverables, public and stakeholder coordination meetings in a suitable format to the County for posting as requested.

1.4 Existing Conditions:

This Corridor Planning Study will consider previous studies, planned and programmed improvements.

• Data Collection and Review of Previous Studies

The Consultant will review existing documents, studies and codes, including comprehensive plans, land development regulations and bicycle, pedestrian, and trail master plans previously studied by state, regional and local jurisdictions to aid in the evaluation of the proposed alignments. The Consultant will consider trail-related policies, programs, maps and any other information that is relevant to developing recommendations.

• Evaluation of Existing Gap Locations

The Consultant will provide a summary of the existing trail network for state, regional and local jurisdictions within the vicinity of the proposed trail alignments and an evaluation of potential connections to existing and planned trails, recreations areas, public lands and other locally significant destinations. Much of this information is readily available from the Florida Department of Environmental Protection, Office of Greenways and Trails.

• Field Verification

The Consultant will conduct field reviews to evaluate existing conditions, field verify study critical information, visually identify potential physical and natural constraints, review termination points and conduct ground-based digital photography. It is anticipated that the field reviews will be confined to the proposed alternative alignments and adjacent parcels, streets and easements.

• Physical Inventory of Study Area

The Consultant will prepare a physical inventory and base maps for the study area providing the following information, if available:

- o Property boundaries and ownership
- o Land use and zoning
- o Jurisdictional boundaries
- o Natural or built characteristics that may create barriers to trail development
- o Environmental features and hazards
- o Existing vehicular and alternative transportation systems
- o Connections to other existing, programmed or planned trails
- o Historic and cultural resources
- o Utility or other easements within the proposed alignments

Project Deliverable – Corridor Existing Conditions Summary

The results of the existing conditions evaluation developed in Task 1 will be documented within the Corridor Existing Conditions Summary. This deliverable will set the stage for additional documentation to be developed in subsequent phases.

2.1 Public Involvement Kick-off Workshop:

The Consultant shall provide all support necessary for the County to hold a preliminary Public Workshop for the purpose of providing information pertaining to the project. The workshop will include a brief presentation to review the study process, review of the existing/future conditions and key project issues, and to highlight samples of similar projects and/or planning techniques being considered as part of this Corridor Planning Study. The public will be presented with key project contacts and ways that the community can get involved. This will include preparation of:

- o Project Summary/Overview Handout for Distribution at the meeting.
- o Multi-media presentation, equipment and graphics for presentation.
- o Meeting equipment set-up and removal.
- Meeting notifications: the meeting will be noticed in accordance with the standard St. Johns County process. This may include letters to elected and appointed officials, legal advertisements, post card mailings to property owners and other interested parties. The Consultant will pay the cost of publications and first class postage as applicable.
- o News releases, for use three to five days prior to meeting.
- Summary notes of meetings to be provided to the County no later than five business days after the meeting.
- o Briefing of County staff.

2.2 Purpose and Need Development:

Based upon project understanding, the Consultant will draft a Purpose and Need for this project. The Purpose and Need will be based upon a review of stakeholder interviews, written documentation on the Vision for the project and the Guiding Principles.

- Stakeholder Interviews: The Consultant will conduct individual interviews with key stakeholders to fully
 understand their objectives.
- Guiding Principles: Based on the findings of the previous tasks and continued input from the stakeholders, the guiding principles can be developed. For agency stakeholders familiar with the planning process, this item could be discussed as part of the initial interviews, or could be summarized by the study team as input into a more formal discussion. Ideally, the list of guiding principles should be a brief list of succinct points that speak to what the community thinks is important as it relates to the multi-modal transportation vision and the associated land use goals of the study area. The guiding principles should address what the vision is, who the major users are, and what is the desired role of the facility.
- Review of Documentation: The Consultant will review documents available from the County, FDOT, the Florida Department of Environmental Protection, and the Office of Greenways and Trails to fully understand the objectives for the River-to-Sea loop.
- Project Deliverable Draft Purpose and Need Report: The results of the Purpose and Need developed in Task 2 will be documented within a Draft Purpose and Need Report. This deliverable will set the stage for additional documentation to be developed in subsequent phases.

2.3 Alternatives Development Public Workshop:

During the planning phase involving the initial corridor assessment, the Consultant shall provide all support necessary for the County to hold an open Public Workshop for the development of alternative(s). This open forum will be utilized to introduce the study and present the information collected to date with regard to the trail operations, deficiencies and opportunities, and to discuss and solicit input on the overall vision and scope of the study. In addition to a presentation of the overall study area, Corridor Planning Process and general issues, the Workshop will also review the listing of improvement alternatives that have been identified. This affords the public an opportunity to provide valuable input to the County on these as well as additional considerations that may be important to the planning process. This will include preparation of:

- o Project Summary/Overview Handout for distribution at the meeting.
- o Multi-media presentation including equipment, and graphics.
- o Meeting equipment set-up and tear-down.
 - o Meeting notifications: this may include letters to local officials, legal advertisements, post card mailings to property owners and other interested parties. The Consultant will pay the cost of publications and first class postage as applicable.
 - o News releases, for use three to five days prior to meeting.
 - Summary notes of meetings to be provided to the County no later than five business days after the meeting.
 - o Briefing of County staff.
- o Project Deliverable Final Purpose and Need Report: A Final Purpose and Need Report will be developed based upon comments received from the Draft Purpose and Need Report, as well as the results of the alternatives development public workshop.

L. Assessment of Alignments and Select Alternatives:

The Consultant will assess the potential local and county benefits of each proposed alignment. The assessment should include a discussion of the demographic, socio-cultural and economic impacts. The assessment should address potential economic development benefits related to development of the trail, and associated amenities and ancillary uses.

- o Utilizing the information developed in previous Tasks, the Consultant shall review and assess the alternatives provided based upon existing conditions, purpose and need, and stakeholders input.
 - Exhibits to include sufficient detail to support an assessment of potential impacts and project costs (Design, R/W, Construction, CEI and Annual Maintenance), existing and proposed right-of-way lines, and edges of pavement where applicable. A suitable conceptual layout shall also be provided as guidance to the County in support of subsequent phases.

- Leading into the alternatives development process, the Study Team should have a complete understanding of key project issues, purpose and need, and the evaluation criteria with which improvement strategies will be evaluated in order to determine their measures of success. In short, with the planning foundation now in place, the study is ready to begin developing alternatives. To support this process, the Consultant will develop initial concepts, or facilitate an interactive workshop in which stakeholders are engaged to develop and review alternatives with assistance from the study team.
- **3.1 Identification of Viable Alternatives:** The consultant will analyze the feasibility of each proposed route. The analysis should include, but is not limited to, the following elements:
 - Conflict with local government comprehensive plans.
 - Trail design considerations.
 - Number of driveway and street crossings.
 - o Physical or natural barriers.
 - o Constructability issues.
 - Need for new or modified structures or bridges.
 - o Trailhead opportunities.
 - Trail width and adjacent buffers.
 - o At-grade rail crossings.
 - o ADA accommodations.
 - o User experience and aesthetics.
 - Economic and tourism development opportunities.
 - o Connectivity to user amenities such as food, lodging and other transportation services and systems.
 - User demand analysis.
 - Connectivity to generators and attractors of potential user groups.
 - Amounts of right-of-way.
 - o Displacement of a large number of people.
 - o Disproportionately affect a population group that has been potentially underrepresented.
 - o Cause a substantial increase or decrease in traffic through an area.
 - o Impact to community facilities, such as schools, parks or churches.
 - o Impact to historic or culturally significant resources or landmarks.
 - Impact to environmentally sensitive lands or species.
 - o Adversely affect aesthetic features, such as a canopy road or scenic vista.
 - Disrupt or divide a cohesive neighborhood.
 - o Emergency access.
 - o Drainage impacts.
 - o Utility impacts and coordination issues.
 - Maintenance requirements.
 - Trailheads: No preliminary design plans for trailheads will be prepared as part of this scope of services. It is anticipated that potential trailhead sites will be researched along the preferred route. Trailheads should be sited in practical locations that may take advantage of existing public facilities, provide ease of access, and opportunities for economic development. Trailhead footprints will be consistent with any published local trailhead design standards.
 - Estimated Cost Comparisons: The Consultant will develop cost projections by jurisdictional boundaries for design, right-of-way, construction, CEI and annual maintenance of each proposed trail alignment. Based on the costs developed, individual trail projects will be divided into sections/phases to limit funding requests to a level which will allow projects to be easily managed and completed in an efficient and timely manner. A separate concept plan/summary sheet will be provided for each phase/section.
 - Project Deliverable Draft Alternatives Analysis Report: A copy of the draft alternatives analysis will be provided to the County for review and revision prior to presentation to the public. The CONSULTANT will provide one (1) electronic and four (4) hard copies of the report. The Consultant will attend a meeting to

present and review the report to the County and take meeting notes. Based on agency feedback, revisions to the report for preparation of a final public meeting will be made by the Consultant. Upon receipt of comments from the County, the Consultant will prepare a final Alternatives Analysis Report.

- **3.2 Final Alternatives Evaluation:** Based on the analysis and coordination with the project stakeholders, the County and FDOT will determine which viable improvements will be recommended.
- 3.3 Final Study Presentation: The Consultant will finalize the alternatives report and will prepare for the final alternatives public meeting. The Consultant will prepare all necessary materials and coordination activities needed for the public meeting. The Consultant shall also obtain concurrence from affected municipalities on the preferred route. This may require a presentation to each affected entity.
- 3.4 Final Project Deliverables: The following deliverables and Reports will be made available to the County:
 - o Public Involvement Plan (PIP) which includes the Comments and Coordination Summary.
 - Purpose and Need Statement with the Guiding Principles.
 - o Final Alternatives Report.
 - o Comprehensive Executive Summary to be used as a briefing document.

The processes, methodologies, analyses and findings will be compiled into a comprehensive document as a final report. Interim work products could include maps, presentations, outlines and meeting notes. The final report should be presented in a draft form at the conclusion of the evaluation and in final form after receiving comments from the project team. The report will include a concept plan that describes the proposed trail, illustrates the recommended trail alignment, trail typical section and provides photos, notes and discussion of issues, constraints and opportunities.

3.5 Pass the Torch: The Consultant will provide one (1) electronic and eight (8) copies of the final project deliverable to the County for a meeting to pass the project to the Project Development and Environmental (PD&E) team.

PART IV: CONTRACT REQUIREMENTS

A. 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 a term lasting though December 31, 2019.

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

B. 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 contract, whether such operations be by the Consultant or by anyone directly employed by or contracting with the Consultant.

The Consultant shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability to protect the Consultant from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Consultant or by anyone directly or indirectly employed by a Consultant.

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

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

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

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

C. 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.

D. FDOT Qualification and Minimum Experience:

In order to submit a proposal, the prime consultant must possess FDOT Pre-qualification in Work Group 2, Project Development & Environmental Study (PD&E). In addition, the prime consultant must have completed a minimum of three (3) projects in the past ten (10) years as described in the Project Description.

E. 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.

F. 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.

G. 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.

H. 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 V: REQUEST FOR QUALIFICATIONS SUBMITTAL REQUIREMENTS & EVALUATION

A. Respondent Responsibilities:

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. 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.

C. 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.

D. 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:

Evaluation Criteria:	Maximum Possible Points per	· Evaluator:
A. Company and Staff Qualifications		•
B. Related Experience	25	
C. Project Approach	50	-
D. Quality & Schedule Control		
E. Quality of Submittal		
	Points Possible: 100	

E. Trade Secrets:

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.

F. 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 <u>not</u> 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.

G. 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:

Section	<u>Topic</u>
1	RFQ Qualification Cover Page
2	Cover Letter
3	Company & Staff Qualifications
4	Related Experience
5	Project Approach
6	Quality & Schedule Control

Administrative Information

H. 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 on USB flash drive. 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

Please 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 of the following positions (limit to 1/2 page for each):
 - o Project Manager (person to coordinate with County & FDOT)
 - o Lead Engineer
 - o Natural Scientist (FDOT required for pre-qualification)
 - o Social Scientist (FDOT required for pre-qualification)
 - Outreach Coordinator
 - *Lead Planner
 - *If the Prime consultant does not have either of these positions on staff, they may use a sub-consultant. Subconsultants are not required to be FDOT pre-qualified.
- 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, either as the lead firm or as a sub-consultant, of no less than 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: 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.

The consultant will discuss their Public Involvement Plan including public meeting and stakeholders, Alternative Alignment Concepts or Ideas, and Local Government approval of the Recommended Alignment and Engineering & Maintenance cost development.

Section 6: 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 7: 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 Addenda (signed and dated, if applicable).

PART VI: EVALUATOR'S SCORE SHEET EXAMPLE ST. JOHNS COUNTY FLORIDA BOARD OF COUNTY COMMISSIONERS

DATE:
PROJECT:

CRITERIA RANKING:

Respondents	A. Company & Staff Qualifications 0 - 15	B. Related Experience	C. Project Approach 0 - 50	D. Quality & Schedule Control	E. Quality of Submittal 0 - 5	TOTAL 0 - 100
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SIGNATURE OF RATER:	PRINT NAME:		,	DATE:	
				271 E X 220	

PART VII: - ATTACHMENTS/FORMS

RFQ NO: 18-21; SHARED-USE NON-MOTORIZED (SUN) TRAIL – ST. JOHNS RIVER-TO-SEA LOOP PLANNING STUDY

COVER PAGE

RESPONDENTS MUST SUBMIT ONE (1) ORIGINAL HARD-COPY AND ONE (1) EXACT ELECTRONIC PDF COPY ON A USB DRIVE TO:

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

COMPANY NAME:			
-			
	DATE:		

Comp	pany Name:	1
	St. Johns County Board of County Commissioners Drug-Free Workplace Form	!
he ur	ndersigned firm, in accordance with Florida Statute 287.087 hereby certifies that	
	does:	
Na	ame of Firm	,
1.	Publish a statement notifying employees that the unlawful manufacture, distribution, dispensir controlled substance is prohibited in the workplace and specifying the actions that will be take violations of such prohibition.	
2.	Inform employees about the danger of drug abuse in the workplace, the business' policy of workplace, any available drug counseling, rehabilitation, employee assistance programs and the imposed upon employees for drug abuse violations.	
3.	Give each employee engaged in providing the contractual services that are described in St. Joh Qualifications to provide bond underwriter services a copy of the statement specified in para	
4.	In the statement specified in paragraph 1, notify the employees that, as a condition of work services described in paragraph 3, the employee will abide by the terms of the statement and with any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893 controlled substance law of the United States or any state, for a violation occurring in the work (5) days after such conviction or plea.	II notify the employer of , as amended, or of any
5.	Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or resuch is available in the employee's community by, any employee who is so convicted.	chabilitation program if
6.	Consistent with applicable provisions with State or Federal law, rule, or regulation, make a goo to maintain a drug-free workplace through implementation of paragraphs 1 through 5.	d faith effort to continue
As	the person authorized to sign this statement, I certify that this firm complies fully with the abo	ove requirements.
	Signature	1
	Oignature	1
	Date	

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.

OTATE OF	COLBESS		D. C. 4. 4. 4.
STATE OFauthority, personally appeared	COUNTY OF	value halas dalas	Before me, the undersigned
authority, personally appeared	(Title) of	wno, being duly s	the region dent submitting the
attached proposal for the services of	overed by the PEO docume	rte for DEONo 18 21 Shored II	se Non Motorized (SUN) Trai
- St. Johns River-to-Sea Loop Plan		1115 101 117 110. 18-21, Shared-O	se ivoir-iviolotized (SOIV) Hai
The affiant further states that no mo his firm or corporation under the sa respondent for the same work, that any agreement, participated in any with this firm's proposal on the abo participating in public contract lett	me or different name and th neither he, his firm, associat collusion, or otherwise take we described project. Furthe	at such respondent has no financi tion nor corporation has either dir n any action in restraint of free con	al interest in the firm of anothe ectly or indirectly entered into npetitive bidding in connection
	•	(Proposer)	
		Ву	
		(Title)	
STATE OF		·	
COUNTY OF)			
Subscribed and sworn to before me who personally appeared before m	this day of	, 20, by	
who personally appeared before m		on, and who is personally known	to me or who has produced
		•	
Notary Public			
My commission expires:			
			[•

VENDOR ON ALL COUNTY PROJECTS MUST EXECUTE AND ATTACH THIS AFFIDAVIT TO THEIR

PROPOSAL.

AFFIDAVIT OF SOLVENCY

PERTAINING TO THE SOLVENCY OF <u>{insert entity name}</u>, being of lawful age and being duly sworn I, <u>{insert affiant name}</u>, as <u>{insert position or title}</u> (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 Solvenc stated entity, and not individually, as of thisday of		representative of the above
	Giometros of A ffinal	·
STATE OF)	Signature of Affiant	
	1	1
COUNTY OF)	•	ļ, ·
		•
Subscribed and sworn to before me this day of _	, 20, by	
who personally appeared before me at the time of nota		me or who has produced
as identification	on.	
		:
	•	
Notary Public		
•		
My commission expires:]
		ţ

St. Johns County Board of County Commissioners 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.

Please	check the appropriate stateme	nt:	
			or potential conflict of interest due to any work on the above referenced project.
		· •	omits information which may be a potential interests for completing work on the above
Legal	Name of Respondent:		·
J	1)
Autho	rized Representative(s):		
	•	Signature	Print Name/Title
	•	Signature	Print Name/Title

PART VIII: OPTIONAL CHECKLIST

RFQ NO: 18-21; SHARED-USE NON-MOTORIZED (SUN) TRAIL – ST. JOHNS RIVER-TO-SEA LOOP PLANNING STUDY

			ST. JOHNS COUNTY
SECTION	RFQ PACKAGE COMPONENTS	CHECK BOX	USE
Section 1	RFQ Qualification Cover Page		
Section 2	Cover Letter		
	Company & Staff Qualifications (include the following as applicable):		i
Section 3	Proper and Valid Licensing for conducting business in State of FL	,	, 1 . 1
	Current Department of Regulation License(s) Current Applicable Certification(s)		1 9
Section 4	Related Experience	•	,
Section 5	Project Approach		
Section 6	Quality & Schedule Control	.,	
	Administrative Information (include the following):		(
	Proof of Liability Insurance and Limits		,
Castian 7	Drug Free Work Place Form		, ,
Section 7	RFQ Affidavit	(1
,	RFQ Affidavit of Solvency		İ
	Conflict of Interest Form		1
	All Addenda, if applicable		1

PART IX: SEALED BID MAILING LABEL

RFQ NO: 18-21; SHARED-USE NON-MOTORIZED (SUN) TRAIL – ST. JOHNS RIVER-TO-SEA LOOP PLANNING STUDY

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

SEALED RFQ • DO NOT OPEN

SEALED RFQ #: RFQ 18-21

SUBMITTED

SHARED-USE NON-MOTORIZED

(SUN) TRAIL - ST. JOHNS RIVER-

BID TITLE: TO-SEA LOOP PLANNING STUDY

DUE Thursday, November 30, 2017

DATE/TIME: No Later Than 4:00 P.M.

BY:

Company Address

Company Address

· Company Name

DELIVER TO: St. Johns County Purchasing

ATTN: David Klages 500 San Sebastian View St St. Augustine FL 32084

END OF DOCUMENT



