

RESOLUTION NO. 2021 - 367

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO ENTER INTO NEGOTIATIONS WITH MATHEWS DESIGN GROUP LLC AS THE TOP RANKED FIRM UNDER RFQ NO: 21-88; MICKLER ROAD ROUNDABOUT IMPROVEMENTS DESIGN & PERMITTING, AND UPON SUCCESSFUL NEGOTIATIONS, TO AWARD AND EXECUTE A CONTRACT FOR COMPLETION OF THE WORK.

**RECITALS**

**WHEREAS**, the County is moving forward with the replacement of the existing roundabout at CR210 (Palm Valley Road) to improve traffic flow along the Palm Valley Road and Mickler Road corridors; and

**WHEREAS**, the project requires professional engineering services for the complete design, permitting, needed right-of-way delineation for acquisition, utility coordination services, and construction documents for the replacement of the existing roundabout at CR210 (Palm Valley Road) to improve traffic flow along the Palm Valley Road and Mickler Road corridors, in accordance with RFQ No. 21-88; and

**WHEREAS**, through the County's formal RFQ process, Matthews Design Group, LLC, was identified as the top ranked firm to perform the work; and

**WHEREAS**, the County finds that the contract serves a public purpose, and will review the terms, provisions, conditions, and requirements of the negotiated contract; and

**WHEREAS**, the project will be funded by the SJC Public Works Department.

**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 enter into negotiations with Matthews Design Group, LLC, as the top ranked firm in order to come to agreement over terms and conditions. In the event an agreement cannot be reached, the County Administrator, or designee, is authorized to cease negotiations and negotiate with the next successively ranked firm until an agreement can be reached, or it no longer serves the County's best interest to proceed.

Section 3. Upon successful negotiations, the County Administrator, or designee, is further authorized to award and execute a contract with Matthews Design Group, LLC, or a next successively ranked firm, as applicable, to provide the services as provided in RFQ No. 21-88, and as negotiated.

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

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, on this day of September, 2021.

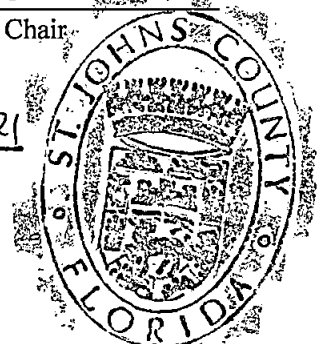
**BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA**

By: Jeremiah R. Blocker  
Jeremiah R. Blocker, Chair

**ATTEST:** Brandon J. Patty,  
Clerk of the Circuit Court & Comptroller

By: Sam Halterman  
Deputy Clerk

RENDITION DATE 9/9/21





**CONTRACT AGREEMENT  
RFQ NO: 21-88; MICKLER ROAD ROUNDABOUT IMPROVEMENTS  
DESIGN & PERMITTING**

**Master Contract #:** \_\_\_\_\_

This Contract Agreement, ("Agreement") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2021, ("Effective Date") between **St. Johns County, FL** ("County"), a political subdivision of the State of Florida, whose principal offices are located at 500 San Sebastian View, St. Augustine, FL 32084, and \_\_\_\_\_ ("Consultant"), authorized to do business in the State of Florida, with mailing address: \_\_\_\_\_; Phone: (\_\_\_\_) \_\_\_\_\_; Fax: (\_\_\_\_) \_\_\_\_\_; Email: \_\_\_\_\_.

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

**ARTICLE 1 – DURATION and EXTENSION**

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

**ARTICLE 2 - ENUMERATION OF CONTRACT DOCUMENTS**

The term "Contract Documents" shall include all RFQ Documents and any addenda/exhibits thereto; all Specifications; this Agreement, any duly executed amendments, addenda, and/or exhibits hereto; and any and all Change Orders.

Any document not identified above is not a Contract Document and does not form part of this Agreement. In interpreting the Contract and resolving any inconsistencies or ambiguities, the main body of this Agreement takes precedence over any of the Exhibits provided above.

**ARTICLE 3 - SERVICES**

The Consultant's responsibility under this Agreement is to provide any and all labor, materials, equipment, transportation, and supervision necessary to perform the Scope of Work as set forth in Part III of St. Johns County Request for Qualifications No: 21-88.

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

**ARTICLE 4 – SCHEDULE**

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

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

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

monthly basis. The signature of the Consultant's authorized representative on the submitted invoice shall constitute the Consultant's certification to the County that:

1. The Consultant has billed the County for all services rendered by it and any of its consultants or sub-consultants through the date of the invoice;
  2. As of the date of the invoice, no other outstanding amounts are due from the County to the Consultant for services rendered;
  3. The reimbursable expenses, if any, have been reasonably incurred; and
  4. The amount requested is currently due and owing.
- D. Though there is no billing form or format pre-approved by either the County, or the Consultant, bills/invoices submitted by the Consultant shall include a detailed written report of the Work accomplished in connection with the Scope of Work, and must be submitted with a Monthly Invoicing Form 1551, as provided by the County. The County may return a bill/invoice from the Consultant, and request additional documentation/information. Under such circumstances, the timeframe for payment will be extended by the time necessary to receive a verified bill/invoice.
- E. The Consultant's acceptance of the County's payment of an invoiced amount shall release the County from any claim by the Consultant, or by the Consultant's consultants or sub-consultants, for work performed but not invoiced during the time period indicated on the invoice for which payment was issued.

F. Unless otherwise notified, bills/invoices should be delivered to:

St. Johns County Engineering Division  
Attn: John Burnham  
2750 Industry Center Road  
St. Augustine, FL 32084

G. **FINAL INVOICE:** In order for the County and the Consultant to reconcile/close their books and records, the Consultant shall clearly indicate "Final Invoice" on the Consultant's final bill/invoice to the County. Such indication establishes that all services have been satisfactorily performed and that all charges and costs have been invoiced to the County and that there is no further Work to be performed under this Agreement.

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

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

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

#### **ARTICLE 7 – ARREARS**

The Consultant shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

#### **ARTICLE 8 – TERMINATION**

- A. This Agreement may be terminated by the County without cause upon at least thirty (30) calendar days advance written notice to the Consultant of such termination without cause.
- B. This Agreement may be terminated by the Consultant with cause upon at least 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 fifteen (15) 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.

The Consultant shall provide the designated Key Personnel to perform work under this Agreement, as follows:

Name:	Title:	Phone #:	Email:

**ARTICLE 11 -- SUBCONTRACTING**

The County reserves the right to approve the use of any subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform the Work described in the Contract Documents. The Consultant is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

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

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

**ARTICLE 12 -- FEDERAL AND STATE TAX**

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

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

#### **ARTICLE 13 – AVAILABILITY OF FUNDS**

The County's obligations under this Agreement are contingent upon the lawful appropriation of sufficient funds, for that purpose, by the St. Johns County Board of County Commissioners. Pursuant to the requirements of Section 129.07, Florida Statutes, payment made under this Agreement shall not exceed the amount appropriate in the County's budget for such purpose in that fiscal year. Nothing in this Agreement shall create any obligation on the part of the Board of County Commissioners to appropriate such funds for the payment of services provided under this Agreement during any given County fiscal year. Moreover, it is expressly noted that the Consultant cannot demand that the County provide any such funds in any given County Fiscal Year.

#### **ARTICLE 14 - INSURANCE**

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

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

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

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

The Consultant shall maintain during the life of this Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 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 are required by the law for all of its employees (if three or more) per Florida Statute 440.02.

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

#### **ARTICLE 15 – EMPLOYMENT ELIGIBILITY AND MANDATORY USE OF E-VERIFY**

As a condition precedent to entering into this Agreement, and in accordance with section 448.095, F.S., Consultant and its

subcontractors shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.

- A. Consultant shall require each of its subconsultants and subcontractors to provide Consultant with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Consultant shall maintain a copy of such affidavit for the duration of this Agreement.
- B. The County, Consultant, or any subconsultant or subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated section 448.09(1), F.S. or these provisions regarding employment eligibility shall terminate the contract with the person or entity.
- C. The County, upon good faith belief that a subconsultant or subcontractor knowingly violated these provisions regarding employment eligibility, but Consultant otherwise complied, shall promptly notify Consultant and Consultant shall immediately terminate the contract with the subconsultant or subcontractor.
- D. The County and Consultant hereby acknowledge and mutually agree that, a contract terminated pursuant to these provisions regarding employment eligibility is not a breach of contract and may not be considered as such. Any contract terminated pursuant to these provisions regarding employment eligibility may be challenged in accordance with section 448.095(2)(d), F.S.
- E. Consultant acknowledges that, in the event that the County terminates this Agreement for Consultant's breach of these provisions regarding employment eligibility, then Consultant may not be awarded a public contract for at least one (1) year after such termination. Consultant further acknowledges that Consultant is liable for any additional costs incurred by the County as a result of the County's termination of this Agreement for breach of these provisions regarding employment eligibility.
- F. Consultant shall incorporate in all subcontracts made pursuant to this Agreement the provisions contained herein regarding employment eligibility.

**ARTICLE 16 - INDEMNIFICATION**

The Consultant shall indemnify and hold harmless the County and its officers and employees from claims, liabilities, damages, losses, and costs, including court costs, expert witness and professional consultation services, and attorneys' fees, arising out of the Consultant's errors, omissions, or negligence. The Consultant shall not be liable to, nor be required to indemnify the County for, any portions of damages arising out of any error, omission, or negligence of the County or its officers and employees..

**ARTICLE 17 – SUCCESSORS AND ASSIGNS**

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

**ARTICLE 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 – NO THIRD PARTY BENEFICIARIES**

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

## **ARTICLE 21 – 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 omissive 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 22 – 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 23 – 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 24 – 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 25 – 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 26– 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 27 – 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 28 – 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 29 – 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 30 – 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 31 – 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 32 - AMENDMENTS AND MODIFICATIONS**

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

The County reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the County's notification of a contemplated change, the Consultant shall: (1) if requested by the County, provide an estimate for the increase or decrease in cost due to the contemplated change; (2) notify the County of any estimated change in the completion date; and (3) advise the County in writing if the contemplated change shall effect the Consultant's ability to meet the completion dates or schedules of this Agreement. If the County instructs in writing, the Consultant shall suspend work on that portion of the project, pending the County's decision to proceed with the change. If the County elects to make the change, the County shall issue a Change Order for changes, or a contract change order, if the original contract is to be changed or amended the Consultant shall not commence work on any such change until such written change order has been issued and signed by each of the parties.

**ARTICLE 33 - 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 34 - 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 35 - 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: Leigh A. Daniels, CPPB, Purchasing Manager**  
500 San Sebastian View  
St. Augustine, FL 32084

and if sent to the Consultant shall be mailed to:

Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ARTICLE 36 - 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 37 - PUBLIC RECORDS**

A. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

B. In accordance with Florida law, to the extent that Contractor's performance under this Contract constitutes an act on

behalf of the County, Contractor shall comply with all requirements of Florida's public records law. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:

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

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

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

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

#### **ARTICLE 38 – 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 39 – 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 40 – 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:**

Leigh A. Daniels, CPPB  
Printed Name of County Representative

Purchasing Manager  
Title of County Representative

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

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

**CONSULTANT:**

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

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

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

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

**ATTEST:  
ST. JOHNS COUNTY, FL  
CLERK OF THE CIRCUIT COURT & COMPTROLLER**

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

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

**LEGALLY SUFFICIENT**

\_\_\_\_\_  
Office of County Attorney

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

**RFQ NO: 21-88; MICKLER ROAD ROUNDABOUT IMPROVEMENTS  
DESIGN & PERMITTING**

**Master Contract #:** \_\_\_\_\_

**EXHIBIT "A"**

Request for Qualifications & Issued Addenda  
(separate attachment)

**RFQ NO: 21-88; MICKLER ROAD ROUNDABOUT IMPROVEMENTS  
DESIGN & PERMITTING**

**Master Contract #:** \_\_\_\_\_

**EXHIBIT "B"**

**CONSULTANT'S PROPOSAL**



## St. Johns County Board of County Commissioners

Purchasing Division

### NOTICE OF INTENT TO AWARD

August 4, 2021

**RE:** RFQ 21-88; Mickler Road Roundabout Improvements Design & Permitting

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 Matthews Design Group, LLC. as the top ranked firm under RFQ 21-88; Mickler Road Roundabout Improvements Design & Permitting. This notice will remain posted until 4:00PM, Monday, August 9, 2021.

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

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

Please forward all correspondence, requests or inquiries directly to Diana M. Fye, AS, CPPB, Procurement Coordinator at [dfye@sjcfl.us](mailto:dfye@sjcfl.us).

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

  
County Representative Signature

Date: 8/4/21

Leigh A. Daniels, CPPB  
Purchasing Manager  
(904) 209-0154 – Direct  
(904) 209-0155 – Fax  
[ldaniels@sjcfl.us](mailto:ldaniels@sjcfl.us)



**ST. JOHNS COUNTY  
PURCHASING DEPARTMENT**

500 San Sebastian View  
St. Augustine, Florida 32084

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

**TO:** Greg Caldwell, Public Works Director  
**FROM:** Diana M. Fye, CPPB, Procurement Coordinator  
**SUBJECT:** RFQ 21-88; Mickler Road Roundabout Improvements Design & Permitting  
**DATE:** July 23, 2021

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

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

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

Dept. Approval

*[Signature]*

Date

8/3/2021

Budget Amount

\$500,000.00

Account Funding Title

IF "B"

Funding Charge Code

1188-56301-5300-53180

Award to

Matthews Design Group, LLC

Award Amount

N/A

**COMBINED EVALUATION SUMMARY SHEET**  
(Submittal & Presentations)

St. Johns County, Florida  
Board of County Commissioners

Date: July 22, 2021  
RFQ: 21-88; Mickler Road  
Roundabout Improvements  
Design & Permitting  
Posted:

FIRM	EVALUATOR John Burnham		EVALUATOR Brian Kelany		EVALUATOR Joyce Jolley		EVALUATOR Phyllis Thorpe		EVALUATOR Shari Lewis		TOTAL	RANK	COMMENTS
	Submittal	Interview	Submittal	Interview	Submittal	Interview	Submittal	Interview	Submittal	Interview			
Matthews Design Group, LLC	108.00	9.00	115.00	5.00	120.00	10.00	119.00	9.00	128.00	6.00	629.00	1	
Kimley-Horn and Associates, Inc.	117.00	10.00	120.00	10.00	106.00	9.00	110.00	9.00	120.00	9.00	620.00	2	
England-Thims & Miller, Inc.	117.00	Withdraw from Interviews	119.00	Withdraw from Interviews	98.00	Withdraw from Interviews	111.00	Withdraw from Interviews	120.00	Withdraw from Interviews	565.00	3	

APPROVED: Purchasing Manager

*[Signature]*  
*[Signature]*

name Leigh A. Daniels

Date:

*8/10/21*

Public Works Director

name Greg Caldwell

Date:

*8/3/21*

**NOTE:**

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

*August 4, 2021*

*August 9, 2021*

POSTING TIME/DATE FROM 12:00PM ~~JULY 26, 2021~~, UNTIL 12:00PM ~~JULY 30, 2021~~.

ANY RESPONDENT AFFECTED ADVERSELY BY AN INTENDED DECISION WITH RESPECT TO THE EVALUATION, SHORTLIST, OR RECOMMENDATION FOR AWARD RELATED TO THIS RFO SHALL FILE WITH THE ST. JOHNS COUNTY PURCHASING DEPARTMENT 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 A NOTICE OF INTENT TO AWARD. PROTEST PROCEDURES MAY BE OBTAINED FROM THE DESIGNATED POINT OF CONTACT FOR THIS RFO.

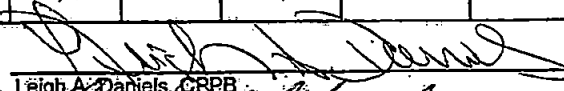



## EVALUATION SUMMARY SHEET

ST. JOHNS COUNTY, FLORIDA

Date: July 15, 2021  
 RFQ: 21-88; Mickler Road Roundabout  
 Improvements Design & Permitting

FIRM	RATER John Burnham	RATER Brian Kelsay	RATER Joyce Jolley	RATER Phyllis Thorpe	RATER Sheri Lewis	TOTAL	RANK	COMMENTS
Bentley Architects & Engineers, Inc.	91	114	100	101	115	521	6	
DRMP, Inc.	105	113	94	99	118	529	4	
England-Thims & Miller, Inc.	117	119	98	111	120	565	3	
Kimley-Horn and Associates, Inc.	117	120	106	110	120	573	2	
Lassiter Transportation Group, Inc. D/B/A LTB, Inc.	101	116	91	103	116	527	5	
Matthews Design Group, LLC	108	115	120	119	128	590	1	
WGI, Inc.	96	112	95	101	117	521	6	

APPROVED: Purchasing Manager:  Date: 7/15/21  
 Leigh A. Daniels, CRPB  
 Public Works Director:  Date: 7/15/21  
 Greg Caldwell

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

POSTING TIME/DATE FROM <sup>12:00 P.M.</sup> 4:00 July 15, 2021, UNTIL <sup>12:00 P.M.</sup> 4:00 July 20, 2021.

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.

RFQ NO. 21-88



# Mickler Road Roundabout Improvements Design & Permitting



**Request for Proposal  
St. Johns County Board of County Commissioners**

JULY 1, 2021

**ORIGINAL**

**PART VIII: – ATTACHMENTS/FORMS**

**REQUEST FOR QUALIFICATIONS (RFQ) NO: 21-88; MICKLER ROAD ROUNDABOUT IMPROVEMENTS  
DESIGN & PERMITTING**

**COVER PAGE**

**SUBMIT ONE (1) HARD-COPY ORIGINAL PROPOSAL, AND  
ONE (1) EXACT ELECTRONIC PDF COPY OF THE SUBMITTED PROPOSAL ON USB DRIVE  
IN A SEALED ENVELOPE OR CONTAINER TO:**

PURCHASING DEPARTMENT  
ST. JOHNS COUNTY  
500 SAN SEBASTIAN VIEW  
ST. AUGUSTINE, FLORIDA 32084

**FULL LEGAL NAME OF COMPANY:** Mathews Design Group, LLC

**DATE:** July 1, 2021

7 Waldo St., St. Augustine, FL 32084

Mailing Address (Street Address, City, State, Zip Code)

**AUTHORIZED COMPANY REPRESENTATIVE**

Rob A. Matthews III, PE, President

Printed Name & Title

904-826-1334

Phone Number

**REQUEST FOR QUALIFICATIONS (RFQ) NO: 21-88; MICKLER ROAD ROUNDABOUT IMPROVEMENTS  
DESIGN & PERMITTING**

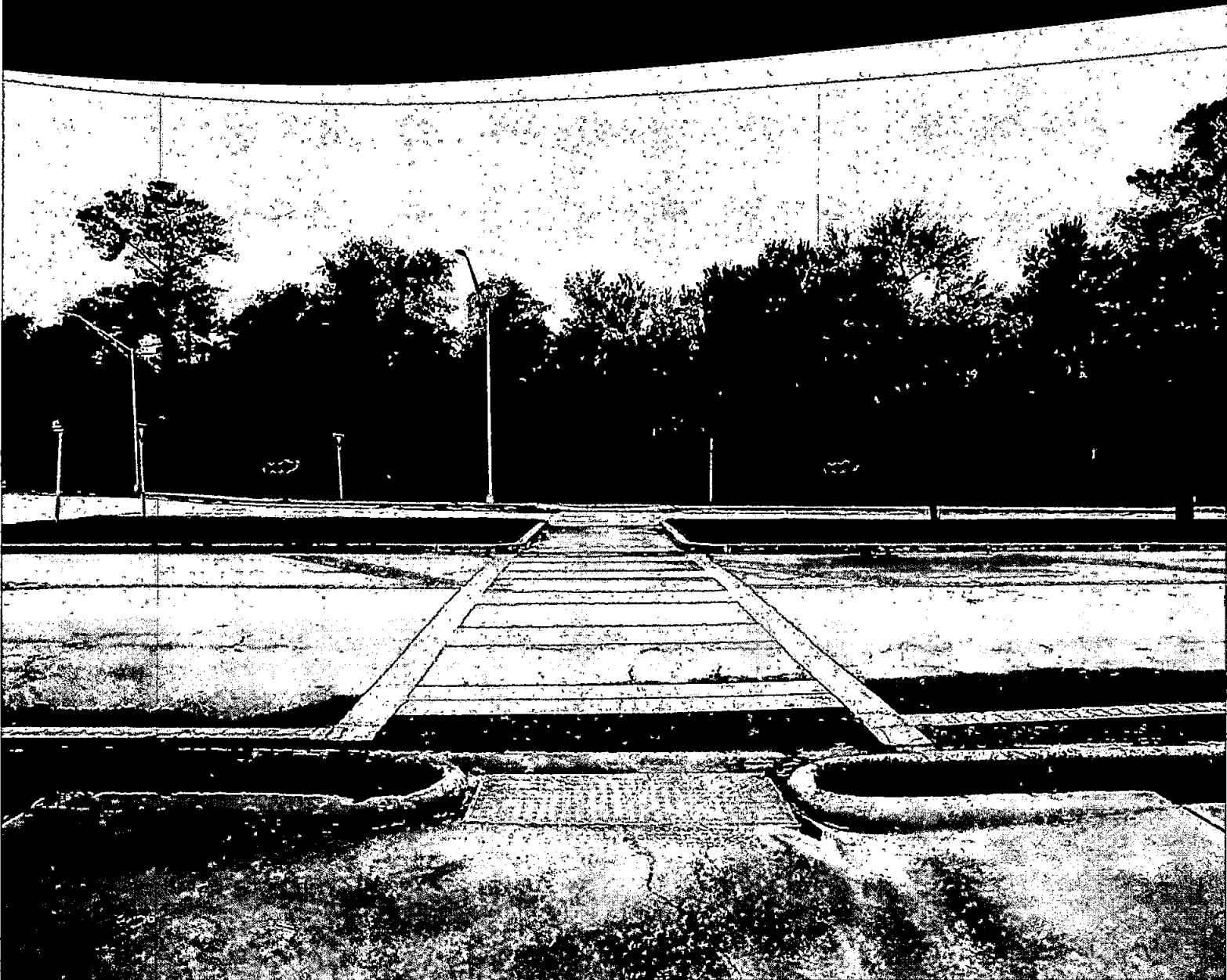
**OPTIONAL CHECKLIST**

<b>SECTION</b>	<b>RFQ PACKAGE COMPONENTS</b>	<b>CHECK BOX</b>
<b>Section 1</b>	Cover Page & Cover Letter	
<b>Section 2</b>	Company & Staff Qualifications:	
	Attachment "K" – Licenses/Certifications	
	Attachment "L" – Claims, Liens, Litigation History	
	Attachment "M" – Company Organization Chart	
	Attachment "N" – Team Organization Chart	
	Attachment "O" – Key Personnel List	
	Attachment "P" – List of Proposed Sub-Consultants	
<b>Section 3</b>	Related Experience:	
	Related Experience Narrative	
	Attachment "Q" – Project References	
<b>Section 4</b>	Approach to Services and Methodology	
<b>Section 5</b>	Proposed Schedule & Availability	
	Attachment "R" – Project Status Report	
<b>Section 6</b>	Administrative Information – Other Required Forms:	
	Attachment "A" –Qualifications Certification Notarized	
	Attachment "B" – Affidavit of Solvency	
	Attachment "C" – St. Johns County Affidavit	
	Attachment "D" – Conflict of Interest Disclosure Form	
	Attachment "E" – Drug-Free Workplace Form	
	Attachment "F" – Certificates of Insurance	
	Attachment "G" – Local Preference Form	
	Attachment "H" – E-Verify Affidavit	
	Attachment "I" – Sworn Statement on Public Entity Crimes	
	Attachment "J" – Certification for Disclosure of Lobbying Activities	
	Copies of all Acknowledged (signed) Addenda (as posted)	

REQUEST FOR PROPOSALS  
RFQ NO. 21-88

# SECTION 1

## RFQ Cover Page and Cover Letter



  
**MATTHEWS  
DESIGN GROUP**



July 1, 2021

St. Johns County Board of County Commissioners  
Attn.: Purchasing Department  
500 San Sebastian View  
St. Augustine, FL 32084

Dear Members of the St. Johns County Commission:

**Matthews Design Group, LLC (MDG)** is pleased to submit our statement of qualifications to provide professional engineering services to St. Johns County.

Established in 2005, MDG has earned a solid reputation as a local leader providing high quality, innovative engineering solutions. We are excited and committed to bring our expertise to the County for this important project.

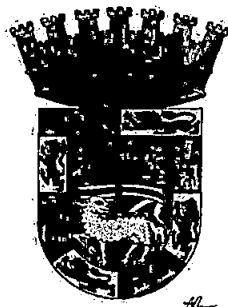
Our firm specializes in **Site/Civil, Transportation, Planning, Landscape Architecture, Utility Infrastructure, Land Development, and Construction Administration and Inspection** services.

- » MDG is currently prequalified and certified by the Florida Department of Transportation (FDOT) in several work groups, and as a Small Business (SB) and Disadvantage Business Enterprise (DBE).
- » MDG is a Woman-Owned Business, led by our founders, Keri C. Matthews and Rob A. Matthews III, PE.
- » MDG is the largest civil engineering and engineering consulting business in St. Johns County.
- » MDG's clients include those within the commercial, institutional and municipal market sectors. Together with our clients, we have supported the growth of St. Johns County for the past 15 years.
- » Our team is comprised of local experts that include over 40 professionals, technical and support staff located in our headquarters office at 7 Waldo Street in Saint Augustine, and within our expansion office located in Jacksonville.

**Experts Invested in Our Home:** MDG's professionals live in St. Johns County and have an extensive resume of successfully completed projects throughout the County highlighted within this response. Our professionals are users of the developments and infrastructure we design. We are practitioners of engineering solutions fit for purpose for the unique engineering constraints present along the coast of Northeast Florida. We have assembled a project team, including our subconsultants outlined below, that is comprised of professionals who almost all exclusively live within St. Johns County. Our team has professionals who have served as a Public Works Director, as former County Planners, SJRWMD staff, FDOT staff, and professional staff that who almost all exclusively live within St. Johns County and have supported developments along Mickler Road and the surrounding area for the past fifteen years. Our team has professionals who have served as a Public Works Director, as former County Planners, SJRWMD staff, FDOT staff, and professional staff that have intimate knowledge of the engineering constraints exhibited by working along the St. Johns County coastline and A1A.

- » MDG's team is committed to leveraging this expertise to the County's benefit in the innovative and cost-effective execution of this project which we will highlight throughout this response.

**Committed to Collaborative Solutions and Innovation:** MDG professionals have invested in relationships with key stakeholders within County Government, Florida Department of Environmental Protection (FDEP), the St. Johns County



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

**RFQ NO. 21-88  
REQUEST FOR QUALIFICATIONS**

**MICKLER ROAD ROUNDABOUT IMPROVEMENTS  
DESIGN & PERMITTING**

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

**FINAL: 04/30/2021**

**RFQ NO: 21-88; MICKLER ROAD ROUNDABOUT IMPROVEMENTS DESIGN & PERMITTING**

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<b>PART II:</b>	<b>INTRODUCTION</b>
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<b>PART IV:</b>	<b>QUALIFICATIONS PACKAGE SUBMITTAL REQUIREMENTS</b>
<b>PART V:</b>	<b>EVALUATORS'S SCORE SHEET EXAMPLE</b>
<b>PART VI:</b>	<b>CONTRACT REQUIREMENTS</b>
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**ST. JOHNS COUNTY, FL**  
**RFQ NO: 21-88; MICKLER ROAD ROUNDABOUT IMPROVEMENTS DESIGN & PERMITTING**

**PART I: ADVERTISEMENT**

Notice is hereby given that St. Johns County, FL is soliciting responses for **RFQ No: 21-88; MICKLER ROAD ROUNDABOUT IMPROVEMENTS DESIGN & PERMITTING**. Interested and qualified respondents may submit Qualification Packages, in accordance with the requirements described herein, to the St. Johns County Purchasing Department located at 500 San Sebastian View, St. Augustine, FL 32084. **All RFQ Packages are due by or before 4:00 P.M. (EDST) on Thursday, June 24, 2021.** Any packages delivered to or received after the 4:00 P.M. deadline will not be considered and shall be returned unopened to the addressee.

In accordance with Florida Statutes, Section 287.055 Consultant's Competitive Negotiation Act (CCNA), St. Johns County is soliciting qualifications from interested firms to provide professional engineering services for design, permitting, right-of-way acquisition, utility coordination services, and construction documents for Mickler Road Roundabout Improvements in St. Johns County, Florida.

**Minimum Qualifications:** In order to submit a qualifications package, the Consultant must be currently licensed and certified to do business in the State of Florida as a Professional Engineer pursuant to Florida Statutes, Section 471.

RFQ Packages are available for downloading from Demandstar, Inc., at their website [www.demandstar.com](http://www.demandstar.com), or by calling 1-866-273-1863 and requesting Document #21-88. 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. When making a request provide the full company name, full company address, company phone number, primary contact and email address.

All questions related to this RFQ must be **submitted in writing**, to the Designated Point of Contact: Diana M. Fye, AS, CPPB, Procurement Coordinator, via email to [dfye@sjcfl.us](mailto:dfye@sjcfl.us). All questions related to this RFQ must be submitted by or before **four o'clock (4:00PM) EDST, Thursday, June 10, 2021.**

In the event the Designated Point of Contact provided above is absent or otherwise unavailable for more than three (3) business days, firms may contact Leigh A. Daniels, CPPB, Purchasing Manager at [ldaniels@sjcfl.us](mailto:ldaniels@sjcfl.us).

**Interested firms shall not contact any staff member of St. Johns County, including members of the Board of County Commissioners, except the above referenced individual, with regard to this RFQ as stated in SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying".** Any such communication shall result in disqualification from consideration for award of a contract for these services.

RFQ Packages **MUST** be submitted in a **SEALED** envelope or container and clearly marked on the exterior of the package: **RFQ 21-88 – Mickler Road Roundabout Improvements Design & Permitting.** Each package submitted must have the respondent's name and mailing address marked plainly on the outside of the envelope/container. Each package shall consist of one (1) hard-copy original and one (1) exact electronic PDF copy on a USB Drive which shall include all required documents and any supplemental information. In the event of a discrepancy between the submitted hard-copy and electronic copy, the hard-copy will supersede.

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

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 Proposals, shall file with the Purchasing Department for St. Johns County, a written notice of intent to protest no later than seventy two (72) hours (excluding Saturdays, Sundays, and legal holidays for employees of St. Johns County) after the posting either electronically or by other means of the notice of intended action, notice of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Department and are included in St. Johns County's Purchasing Manual.

All of the terms and conditions of the County's Purchasing Manual are incorporated by reference and are fully binding.

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

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA  
BRANDON J. PATTY, CLERK OF THE CIRCUIT COURT & COMPTROLLER

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

**RFQ NO: 21-88; MICKLER ROAD ROUNDABOUT IMPROVEMENTS DESIGN & PERMITTING**

**PART II: INTRODUCTION**

**A. PURPOSE**

The purpose of this RFQ is to evaluate, rank, and shortlist firms seeking qualification in order to submit a pricing proposal for the design and permitting of Mickler Road Roundabout Improvements. Interested respondents must be qualified and experienced in providing roadway design services of similar size and scope of the proposed Project. Firms must provide evidence of required qualifications, experience, and financial capability and stability in accordance with the information specified in this document. The intent of this RFQ is to qualify firms using the established selection criteria provided herein. Only those firms qualified through this RFQ process will be eligible to submit a pricing proposal for the completion of the Project.

**B. TENTATIVE SCHEDULE OF EVENTS**

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	May 4, 2021
Deadline for Questions / Requests for Information/Clarifications	June 10, 2021
Issuance of Final Addendum	June 17, 2021
Qualification Package Submission Deadline	June 24, 2021
Evaluation of Submitted Qualification Packages	July 8, 2021
Interviews with Shortlisted Firms & Final Evaluation Ranking Meeting	July 15, 2021
Presentations by Shortlisted Firms & Evaluation Meeting (if required)	July 22, 2021
Presentation of Award Recommendation to SJC BOCC	September 7, 2021
Negotiation of Contract	September 17, 2021
*Presentation of Final Contract to SJC BOCC	October 19, 2021
Issue Final Contract	October 31, 2021
* Presentation of Final Contract to SJC BOCC may or may not be necessary based on the initial direction of the SJC BOCC.	

**C. DUE DATE & LOCATION**

Qualification Packages submitted in response to this Request for Qualifications (RFQ) must be delivered to, and received by the SJC Purchasing Department by or before **four o'clock (4:00PM)** on **Thursday, June 24, 2021**. Any packages received by the SJC Purchasing Department after this deadline will be deemed non-responsive, and shall be returned to the Respondent, unopened.

Qualification Packages must be submitted to: SJC Purchasing Department  
500 San Sebastian View  
St. Augustine, FL 32084

**D. DESIGNATED POINT OF CONTACT**

Any and all questions or requests for information relating to this RFQ must be directed, **in writing**, to the following Designated Point of Contact provided below:

**Designated Point of Contact Information:** Diana M. Fye, AS, CPPB, Procurement Coordinator  
SJC Purchasing Department  
500 San Sebastian View  
St. Augustine, FL 32084  
Email: [dfye@sjcfl.us](mailto:dfye@sjcfl.us)

In the event the Designated Point of Contact provided above is absent or otherwise unavailable for more than three (3) business days, firms may contact Leigh Daniels, CPPB, Purchasing Manager at [ldaniels@sjcfl.us](mailto:ldaniels@sjcfl.us).

Interested firms **SHALL NOT** contact any staff member of St. Johns County, including members of the Board of County Commissioners, except the above referenced individual, with regard to this RFP as stated in SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". All inquiries will be routed to the appropriate staff member for response. Any such communication may result in disqualification from consideration for award of a contract for these services.

**E. SUBMITTAL OF QUESTIONS/INQUIRIES**

Any and all questions and/or inquiries related to this RFQ, shall be directed, in writing, to the Designated Point of Contact as provided above, by or before **four o'clock (4:00PM) EDST on Thursday, June 10, 2021**. Any questions received after this deadline will not be addressed or clarified by the County, unless it is determined to be in the best interest of the County to do so. The County reserves the right to extend the deadline for RFQ submission in order to clarify or answer questions as necessary to serve the best interest of the County.

**F. ADDENDA**

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

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

Any and all issued Addenda must be included with all copies of each Respondent's submitted RFQ Package. Failure to submit an issued addendum with the submitted RFQ Package may result in the Respondent being deemed non-responsive, and being removed from consideration for award. The County reserves the right to request from any Respondent, copies of any missing addenda, if the content included in the Addenda is not of a material nature to the merit of the submitted Pre-Qualifications Package.

**G. 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.

**H. SOLICITATION POSTPONEMENT/CANCELLATION**

The County may, at its sole and absolute discretion, postpone, cancel, or re-advertise, at any time, this solicitation process for any reason, as determined by County Staff, in order to best serve the interests of St. Johns County.

**I. RIGHT TO REJECT/ACCEPT**

The County reserves the right to accept or reject any or all proposals, waive minor formalities, and to award to the Respondent that best serves the interest of St. Johns County.

**J. COMPLIANCE WITH ST. JOHNS COUNTY PURCHASING POLICY AND PROCEDURES MANUAL**

All terms and conditions of the St. Johns County Purchasing Procedure Manual are incorporated into this RFQ Document by reference, and are fully binding. Respondents are required to submit their responses to this RFQ, and to conduct their activities during this process in accordance with the St. Johns County Purchasing Procedure Manual. This solicitation, the subsequent evaluation, negotiations and contract award shall be in accordance with the St. Johns County Purchasing Procedure Manual. The County reserves the right to disqualify, remove from consideration, or debar as appropriate, any vendor that does not comply with the applicable requirements set forth in the St. Johns County Purchasing Procedure Manual.

## PART III: GENERAL REQUIREMENTS

### A. PROJECT DESCRIPTION

St. Johns County is soliciting qualifications from interested firms to provide professional engineering services for design, permitting, right-of-way acquisition, utility coordination services, and construction documents for Mickler Road Roundabout Improvements in St. Johns County, Florida.

### B. SCOPE OF SERVICES

The scope of services for this project shall include provision of complete design, permitting, needed right-of-way delineation for acquisition, utility coordination services, and construction documents for the replacement of the existing roundabout at CR210 (Palm Valley Road) to improve traffic flow along the Palm Valley Road and Mickler Road corridors. Results of the 2020 traffic study (See Exhibit "A" – SR A1A and Mickler Road Intersection Control Analysis) recommend converting the existing single-lane roundabout to a mast arm signalized intersection including the following:

- Eastbound CR 210 (Palm Valley Road) approach
  - Include two left-turn bays, a through lane, and a right-turn bay.
- Westbound CR 210 (Palm Valley Road)
  - A second through-lane between the roundabout and Sawmill Lakes Boulevard (approximately 0.4 miles to the west) to efficiently merge the two through lanes.
- Southbound Palm Valley Road approach
  - Include dual right-turn lanes and a shared through-left lane.
  - A second northbound lane will need to be extended between the roundabout and Bay Cove Drive (approximately 0.4 miles to the north) to efficiently merge the two northbound lanes.
- Westbound Mickler Road approach
  - Include a left-turn bay, a right-turn bay, and two through lanes.
- Shopping Center driveway approach
  - Include a dedicated left-turn bay and a shared through-right lane.

For the anticipated future widening of Mickler Road, the existing curb and gutter on the east leg should be maintained in its current alignment.

Engineering services to be provided under this Request for Qualifications (RFQ) shall include, but may not be limited to, the following:

- **Engineering Design Specifications** – Design shall include plan submittals at 30%, 60%, and 100% phases, with reviews at each stage. The roadway shall be designed and constructed to accommodate design year (2040) traffic paved shoulders, pedestrian safety features and an underground stormwater conveyance system with retention pond(s). There exists several possible retention areas, including two existing ponds (near the existing roundabout) that may have additional capacity and another potential pond area within County ROW (just south of the existing roundabout).
- **Survey and Right-of-Way Acquisition** – The Consultant shall be responsible for all survey requirements including, but not limited to design topography, right-of-way mapping, and legal descriptions for temporary construction easements, permanent easements, right-of-way parcel acquisitions, and stormwater pond parcels. County LIDAR is available for preliminary use only, North American Vertical Datum of 1988 (NAVD 88) or newer shall be used. Coordination with the St. Johns County Real Estate Division will be required during the acquisition phase. All Right-of-Way and pond site locations are to be identified as part of the 30% plans.
- **Geotechnical** – The Consultant shall use a Florida Registered Geotechnical Engineering firm for soil borings necessary for design and permitting including roadway, pond sites, and signal foundations, if required.
- **Environmental** – The Consultant shall mitigate and minimize wetland impacts. The Consultant shall

coordinate with the St. Johns County Environmental Division on mitigation. A Phase 1 Environmental Site Assessment (ESA) shall be required for any required right-of-way, including pond sites. The ESA shall be performed by a Florida Registered Environmental Engineering firm.

- **Stormwater Retention Ponds** – The Consultant shall determine the size and final location of all ponds and outfall structures. The Consultant may consider a joint use pond with an existing development through drainage easements. The Consultant shall analyze the use of an existing pond(s) for excess capacity. Modifications to existing joint use pond(s) may be required including enlargement and/or changes to the outfall structure. Acquiring property is another option that can be considered for a new pond. New ponds may be required to be fenced. The ponds shall be permitted through regulatory agencies. Currently there are no identified pond sites for this project. This section may require a Technical Memorandum or a Pond Siting Report citing alternatives with cost estimates, etc. All Right-of-Way and pond site locations are to be identified as part of the 30% plans.
- **Permitting** – The Consultant shall permit the project with all applicable agencies at 60% design plans. Permitting fees shall be determined by the regulatory agency through the Consultant. The Consultant shall be responsible for the cost of all required permits, and shall be included in the Consultant’s proposed cost. Permits may be required from, but not limited to: St. Johns River Water Management District, Florida Department of Environmental Protection (FDEP), U.S. Army Corp of Engineers, and Florida Department of Transportation (FDOT).
- **St. Johns County Coordination** – The Consultant shall coordinate with Engineering, Traffic, and Growth Management, including Development Services and Transportation Planning, as necessary to gather information about current and new developments that could impact the project. This includes obtaining relevant site plans, development orders or agreements, etc.
- **FDOT Coordination** – The Consultant shall coordinate with FDOT on permitting and coordination of the design, including FDOT Electronic Review Comment System if necessary. The Consultant shall obtain any permits from FDOT.
- **Roadway** – During the initial phases of design, the Consultant shall examine the roadway to determine the level of reconstruction required. Some sections may require full reconstruction with stormwater drainage. Other sections may require maintenance with milling and resurfacing. If any of the existing drainage system is kept during construction, the Consultant shall determine its condition to ensure it is operational. The County desires to provide pedestrian features, paved shoulders and/or sidewalks on all four legs of the intersection while minimizing right-of-way acquisition.
- **Culverts** – Culverts shall be designed using current Florida Department of Transportation guidelines and specifications. Cross culverts should be designed and constructed to accommodate the proposed typical section.
- **Intersection Improvements and Traffic Signals** –
  - The Consultant shall design improvements for the intersection of CR210 (Palm Valley Road) and Mickler Road as necessary to meet current County standards. Signal head modification or adjustment may be required including protected lefts.
  - The Consultant shall coordinate signal improvements for the intersection of CR210 (Palm Valley Road) and Mickler Road with relevant Developer plans. Signal head modification or adjustment may be required including protected lefts. The traffic signal must be designed to meet current County standards, including galvanized mast arms and internally lighted street signs. The Consultant shall coordinate with County Traffic Operations during design and review of plans. Traffic Controller assemblies shall be designed using equipment approved by Traffic Operations and be compatible with the existing County network. Traffic signal timing shall be coordinated via wireless technology. Signals may be required to have detection cameras for presence and a camera for intersection observation purposes only. Intersection lighting on the mast arms to assist with vehicle presence detection and pedestrian safety may be required. Signals shall be designed to connect to the existing County network at the Public Works Facility. In any case, the Traffic Signal design and its elements shall be approved by the County. This may include new technology, etc.

- **Utility Coordination** – The Consultant or their sub-consultant shall provide utility coordination. This shall entail relocation coordination of all utilities affected by the project. The Consultant shall ensure the utilities have been designed and relocated prior to construction. The County shall not pay for redesign or relocation; however, the Consultant can pursue a separate contract with the utility agency for design services. The Consultant shall use the 30% Conceptual Plans to submit to Utility companies to identify potential conflicts. These coordination meetings will be documented with an action plan as to when the affected Utilities will be relocated. The Consultant shall make sure utilities are relocated in a timely fashion. This may require the Consultant to schedule coordination meetings periodically with affected utilities. This phase of work may coincide with design and continue after design is complete. The Consultant shall continue to work with all utility companies for relocations until construction.
- **Public Outreach and Social Media** – The Consultant shall develop a public outreach plan in coordination with County staff to include public meetings during the design process. This shall require the Consultant to prepare public meeting displays, notification, and assist the County with hosting the meetings. At a minimum, public meetings will be held at the sixty percent (60%) design plans. Homeowners Associations or other groups may request a separate meeting and the Consultant should be prepared to interact with these groups.
- **Plan Reviews** – The Consultant shall provide the County with plans for review at the thirty percent (30%), sixty percent (60%), and one hundred percent (100%) plan stages. The County will route the plans for review and provide the Consultant with comments. The Consultant shall allow sufficient time for the County to review the plans.
- **Engineers Estimates of Construction** – The Consultant shall provide a construction cost estimate at the sixty percent (60%) and one hundred percent (100%) design.
- **Construction Documents** – The project includes development and production of one hundred percent (100%) construction documents to include all plans and specifications necessary for the County to compile a complete package, utilizing the County's bid documents, for the purpose of bidding the construction of this project. Production of one hundred percent (100%) construction documents shall include all plans and specifications applicable to those divisions of work. The final document package shall include providing an updated detailed Engineer's estimate of probable cost and obtaining permits as required. The Consultant shall coordinate with the St. Johns County Purchasing Department on the development of the bid document, and will provide review of the drafts for approval. This is to also include addressing any questions during the bidding phase.
- **Post-Design Services** – The following services, Construction Phase Services and Project Close-Out, are dependent upon Construction funding availability, at the County's option.
  - **Construction Phase Services** – Construction Phase Services includes assisting County staff throughout the construction of the project. Service shall include, but may not be limited to, pre-construction meeting attendance, submittal/shop drawing review, responding to Requests for Information (RFIs) throughout the construction period, periodic site visits to verify compliance with design documents, and attendance at project progress meetings.
  - **Project Close-Out** – Project Close-out includes assisting County Staff with all project close-out efforts including, but not limited to, project inspection(s) to certify Substantial Completion, generation and/or monitoring of punch list items to ensure Final Completion/Acceptance within the project schedule, verification and approval of as-built drawings, completion and submission of all permits, and/or certifications required by the project.

**The Final Scope will be determined through Negotiations with successfully selected qualified Company.**

#### **PART IV: RFQ SUBMITTAL INSTRUCTIONS & FORMAT**

##### **A. RESPONDENT RESPONSIBILITIES**

Respondents are responsible for any and all costs associated with developing and submitting an RFQ Package in response to this Request for Qualifications. Respondents are also solely responsible for any and all costs associated with

interviews and/or presentations requested by the County. It is expressly understood, no Respondent may seek or claim any award and/or re-imbursement from the County for any expenses, costs, and/or fees (including attorneys' fees) borne by any Respondent, during the entire RFQ process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Respondent.

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

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

#### **B. MINIMUM QUALIFICATIONS OF CONSULTANTS**

The following are minimum qualification requirements that solicitation Respondents must meet in order to be eligible to submit a proposal. Responses must clearly show compliance to these minimum qualifications.

Firms or individuals interested in submitting an RFQ Package for this project must also meet, and show proof of the following qualifications:

1. Must be currently licensed and certified to do business in the State of Florida as a Professional Engineer pursuant to Florida Statutes, Section 471.

Each Respondent shall demonstrate the necessary minimum qualifications, along with supplemental information in the designated section, as provided in Section IV below. Failure by any Respondent to sufficiently demonstrate compliance with the minimum qualification requirements stated above, may result in the Respondent being deemed non-responsive, and removal from the evaluation, and consideration for pre-qualification.

#### **C. TRADE SECRETS**

To qualify any submitted information as Trade Secret, or confidential, the Respondent must mark each page of the submitted RFQ Package or specific portion of a document as "trade secret." All material marked as a trade secret must be separated from all non-trade secret material, such as being submitted in a separate envelope clearly marked as "trade secret." If the County receives a public records request for a document or information that is marked and certified as a trade secret, the County shall release any information not verified as "trade secret", in accordance with applicable Public Records laws.

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.

#### **D. LOCAL PREFERENCE**

Per Section 302.25 of the SJC Purchasing Procedure Manual, the County shall review all submitted proposals/submittals to determine whether or not the Respondent is requesting consideration as a Local Business. Staff shall provide the appropriate consideration of local preference to those submitted proposals/submittals, in accordance with SJC Purchasing Policy.

#### **E. PUBLIC RECORDS**

1. 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.
2. In accordance with Florida law, to the extent that Consultant's performance under this Contract constitutes an act



on behalf of the County, Consultant shall comply with all requirements of Florida's public records law. Specifically, if Consultant is expressly authorized, and acts on behalf of the County under this Agreement, Consultant shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
- (b) 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;
- (c) 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 Consultant does not transfer the records to the County; and
- (d) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the Services.

If the Consultant transfers all public records to the County upon completion of this Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this Agreement, the Consultant 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 Consultant to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**500 San Sebastian View  
St. Augustine, FL 32084  
(904) 209-0805  
[publicrecords@sjcfl.us](mailto:publicrecords@sjcfl.us)**

**F. USE OF COUNTY LOGO**

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

Respondents shall not include the St. Johns County Seal/Logo in any part of their submitted package. Any packages received by the SJC Purchasing Department, which contain the County Seal/Logo may be deemed nonresponsive to this requirement. The County reserves the right to request the submitting firm to resubmit a package with the County Seal/Logo removed, within twenty four (24) hours of the submittal deadline provided herein, or as necessary to serve the needs of the County.

**G. CONFLICT OF INTEREST**

Respondents must certify that they presently have no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of required services as provided herein. Respondents must

certify that no person having any interest shall be employed for the performance of any of the required services as provided herein.

Respondents are required to disclose to the County any and all potential conflicts of interest for any prospective business association, interest or circumstance, the nature of work the Respondent may undertake and request an opinion from the County, whether such association, interest, or circumstance constitutes a conflict of interest.

## H. RFQ PACKAGE SUBMITTAL FORMAT

The RFQ Package format must sufficiently address and demonstrate all required components, and follow the order of sections described below. The aim of the required format is to simplify the preparation and evaluation of the RFQ Packages.

All RFQ Packages must include the following components:

<u>Section</u>	<u>Topic</u>
1	Cover Page & Cover Letter
2	Company and Staff Qualifications
3	Related Experience
4	Approach to Services and Methodology
5	Proposed Design Schedule and Quality & Schedule Control
6	Administrative Information

## I. QUALIFICATIONS 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 hard copy original on and one (1) exact electronic copy on USB drive, submitted in a sealed envelope or container labeled with Company name and RFQ Number and name. Additionally, all headings, sections and sub-sections shall be identified appropriately. In order to insure a uniform review process and to obtain the maximum degree of comparability, it is recommended that proposals be organized in the manner specified as follows:

### Section 1: RFQ Cover Page (Complete and Submit) and Cover Letter

In this section of the package, Respondents shall 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:

- Full legal company name,
- Physical street address and mailing address if different than street address (include location address of office that will perform the services under this Contract),
- Primary company phone and fax numbers and email address,
- Company type, i.e. Corporation, Partnership, etc.,
- Names and titles of principals,
- Brief statement of company history (date of establishment, number of years in business, number of employees, etc.),
- Brief description of business philosophy, and
- Reason for interest in submitting a response to this solicitation.

### Delegation of Authority

A contract entered into on behalf of the Respondent *may only be signed by an individual who has been delegated signature authority*. If the individual signing the required forms for this RFP is not a principal of the firm, Respondent must provide with the submitted proposal a Letter of Delegation of Authority listing agents of the Respondent authorized to negotiate on behalf of and contractually bind the Respondent. The Letter of Delegation of Authority must be on company letterhead, be signed by a principal of the Responding firm, and must list the authorized agents' name, title, and limit of authority.

## **Section 2: Company & Staff Qualifications**

In this section, Respondents shall provide documentation to fully demonstrate the experience, education, and abilities of any personnel that shall be performing work under this contract. This may be submitted in the form of resumes for any and all employees who will be performing work, documentation of past or current contracts held by the Respondent for services similar in size, scope and complexity as those described herein, or any other documentation or information demonstrating the experience and qualifications of the Respondent.

Also in this section, Respondents shall complete and submit the following attachments to fully demonstrate the firm's qualifications and resources:

**Attachment "K": Licenses/Certifications** – complete and submit information on all required and applicable licenses, permits and certifications held by the Respondent as well as Key Personnel on **Attachment "K"** provided herein.

**Attachment "L": Claims, Liens, Litigation History** – complete and submit required information on all claims, liens, and litigation history for the past seven (7) years on **Attachment "L"** provided herein.

**Attachment "M": Company Organization** – Submit an Organization Chart reflecting the organization of the company by submitting **Attachment "M"** provided herein.

**Attachment "N": Team Organization** - submit a team organization chart that demonstrates the hierarchy of the Key Personnel that will be responsible for completion of the required services, including names, titles and organization of the proposed team members on **Attachment "N"** provided herein.

**Attachment "O": Key Personnel** – submit information to demonstrate the qualifications and experience of personnel shown on the Team Organization Chart who are proposed to perform the scope of work by completing all information and submitting **Attachment "O"** – Key Personnel List. Brief comprehensive resumes should be provided for each staff member listed.

**Attachment "P": Proposed Sub-Consultants** – submit information to demonstrate the qualifications and experience of Sub-Consultants proposed to perform any portion of work specified herein by completing all information and submitting **Attachment "P"** – List of Proposed Sub-Consultants. Brief comprehensive resumes, including any and all licenses/certifications held, should be provided for each Sub-Consultant listed. All proposed Sub-Consultants are subject to approval by the County.

## **Section 3: Related Experience and References**

In this section, Respondents shall submit a written narrative describing any and all contracts or engagements successfully completed in the last seven (7) calendar years including services similar in scope to those described herein. Respondents must include the type of services performed, timeframe of performance, whether or not the contract was renewed/extended.

Respondents must also complete and submit **Attachment "Q"** – Project References provided herein, to provide a list of five (5) project references from individuals, firms, or agencies that have contracted with the respondent to perform services of similar size and scope as those described herein. The information required must include: reference company name, date(s) of service, project information, and a contact person name, title, phone number and email address. References should include the primary contracts for the projects listed in the narrative submitted in this section. References shall be checked by the Purchasing Department, for the number one ranked Respondent, to verify capability to perform the work, and responsibility to fulfill the requirements of the contract.

## **Section 4: Approach to Services & Methodology (Limit 3 pages for written narrative and 3 pages for graphics, maps, charts, and figures)**

In this section of the package, Respondents shall provide a written narrative describing the proposed approach and methodology for performing the services required for this project. The narrative must provide a synopsis of the respondent's understanding of the scope of services and the intent of the project. Briefly describe the approach the firm intends to take to successfully complete a quality and timely project.

### **Section 5: Schedule and Availability**

In this section, Respondents shall provide information relating to a proposed design schedule and quality of schedule control for the project by providing the following information:

**Proposed Design Schedule (Limit 2 pages – size 11” x 17” paper may be used for this section only)** – submit a proposed design schedule that includes all elements of design through provision of complete construction documents, including permitting. Right-of-Way acquisition does not have to be listed in the schedule.

**Quality & Schedule Control Narrative (Limit 3 pages)** – submit 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.

**Attachment “R”: Project Status Report** – submit additional support regarding the capability to meet quality and schedule control by providing a Project Status Report that shows the last seven (7) projects completed by the company with the Project Name, Original Completion Date, Final Completion Date, Variances that resulted in the project being completed on time or ahead of schedule, and Variances that caused the project to take longer to complete, by completing and submitting **Attachment “R” – Project Status Report**. The last seven (7) projects completed by the firm as a prime consultant may or may not be projects similar in the type, size and dollar value of this proposed project.

### **Section 6: Administrative Information**

In this section, Respondents shall submit the following forms:

- Attachment “A” – Qualification Certification Notarized;
- Attachment “B” – Affidavit of Solvency;
- Attachment “C” – St. Johns County Affidavit;
- Attachment “D” – Conflict of Interest Disclosure;
- Attachment “E” – Drug-Free Workplace Form;
- Attachment “F” – Certificate(s) of Insurance;
- Attachment “G” – Local Preference Form;
- Attachment “H” – E-Verify Affidavit;
- Attachment “I” – Sworn Statement on Public Entity Crimes;
- Attachment “J” – Certification for Disclosure of Lobbying Activities; and
- All Signed Addenda (if applicable)

### **J. 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.

### **K. EVALUATION OF QUALIFICATION PACKAGES**

All properly submitted RFQ Packages that are determined to be responsive to the requirements of this RFQ will be

evaluated by an Evaluation Committee of no less than three (3) representatives. Each Evaluation Committee Team Member will receive an electronic copy of all responsive RFQ Packages submitted, an electronic copy of the RFQ Document with all issued Addenda, an Evaluator's Score Sheet, and an Evaluator's Narrative Sheet.

Evaluators will review and score the submitted, responsive, RFQ Packages individually, with no interaction or communication with any other individual. Scores and rankings will be summarized at the Public Evaluation Meeting, and the list of respondents will be shortlisted to no fewer than 3 firms to participate in interviews. The Evaluation Committee will rank the interviews with the shortlisted firms to determine the firm selected for award. If the Evaluation Committee determines that additional interviews and/or presentations are necessary to make a final decision for selection, the shortlisted firms will be notified. If required, presentations will be scored by the Evaluation Committee as provided herein. Shortlisted firms will be notified, as needed, of the required information that must be included in any presentation.

The County will make a final selection for award based on the scoring from the qualifications and the ranking from the interviews, and if needed, the scoring from presentations.

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.

**L. EVALUATION CRITERIA AND SCORING**

The County will evaluate and rank respondents that submit RFQ Packages from highest to lowest based upon the specific evaluation criteria and point scores listed below.

<u>Evaluation Criteria:</u>	<u>Maximum Possible Points per Evaluator:</u>
A. Local Preference (if eligible)	10
B. Company Qualifications	15
C. Staff Qualifications & Resources	15
D. Related Experience	30
E. Approach to Services & Methodology	40
F. Proposed Design Schedule and Quality & Schedule Control	20
<b>Total Points Possible per Evaluator:</b>	<b>130</b>
G. Interviews and/or Presentations	10
H* Presentations (if required):	20
<b>* Total Points Possible per Evaluator:</b>	<b>160</b>

**M. RECOMMENDATION FOR AWARD**

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

The number one ranked firm will be submitted to the St. Johns County Board of County Commissioners for approval to enter into negotiations, and upon successful negotiations, award and execution of a contract. In the event that negotiations are unsuccessful and an agreement cannot be reached with the top ranked firm, staff will cease negotiations, and begin negotiations with the second ranked firm. This process will continue until such time as an agreement can be reached, or the County, in its sole discretion, determines that moving to a subsequent firm would not be in the best interest of the County.

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

**N. PROTEST PROCEDURES**

Any Respondent adversely affected by an intended decision, or by any term, condition, or procedure or specification with respect to this Request for Proposals, shall file, with the SJC Purchasing Department, a written Notice of 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 SJC Purchasing Department, and are included in St. Johns County's Purchasing Manual. All of the terms and conditions of the County's Purchasing Manual are incorporated into this Request for Proposals by reference, and are fully binding.

**RFQ NO: 21-88; MICKLER ROAD ROUNDABOUT IMPROVEMENTS DESIGN & PERMITTING**

**PART V: EVALUATOR'S SCORE SHEET EXAMPLE**

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

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

**CRITERIA RANKING:**

<b>Respondents</b>	<b>A. Local Preference</b>	<b>B. Company Qualifications</b>	<b>C. Staff Qualifications &amp; Resources</b>	<b>D. Related Experience</b>	<b>E. Approach &amp; Understanding / Methodology</b>	<b>F. Schedule &amp; Availability</b>	<b>TOTALS</b>
	<b>10</b>	<b>0 to 15</b>	<b>0 to 15</b>	<b>0 to 30</b>	<b>0 to 40</b>	<b>0 to 20</b>	<b>0 - 130</b>
							0
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**SIGNATURE OF RATER: \_\_\_\_\_ PRINT NAME: \_\_\_\_\_ DATE: \_\_\_\_\_**

## **PART VI: CONTRACT REQUIREMENTS**

### **A. CONTRACT AGREEMENT & TERM**

The intent of this RFQ is to select one firm through the evaluation process and to award a contract upon successful negotiations to the selected firm. It is anticipated the County will issue a contract for the duration of the project. The expectation of the County is to have complete design and bid-ready construction documents within twelve (12) months of contract. The Contract Agreement for the services provided herein shall be on a form furnished by St. Johns County, and agreed upon by both parties.

Any contract(s) negotiated with any individual or firm responding to this Request for Qualifications will be non-exclusive. The County reserves the right to: (1) enter into contracts with firms for some or all of the services; and to (2) subsequently solicit proposals and negotiate contracts, for such services with respect to specific projects. All such actions shall be subject to the sole discretion of the County.

The County may consider extending any executed Contract/Agreement under mutually acceptable terms and conditions. However, the County is under no obligation to extend any executed Contract/Agreement. Moreover, it is expressly understood that the option of extension is exercisable only by the County, and only upon the County's determination of satisfactory performance of any executed Contract/Agreement, including specifically, the Scope of Work/Services. Any contract renewal will be upon mutual agreement by all parties and based upon the availability of funds and the need for services.

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. CONTRACT AWARD:**

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

### **C. CONTRACT PERFORMANCE**

At any point in time during the term of the Contract with the awarded firm, County Staff may review records of performance to ensure that the awarded firm 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 an awarded firm 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.

### **D. 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 or as designated in an issued Task Order, 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.

**E. 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.

**F. LICENSES, PERMITS & CERTIFICATIONS**

The Consultant shall be responsible for acquiring and maintaining any and all necessary licenses, permits, and/or certifications required to perform the work described herein throughout the duration of the Contract. The Consultant shall be solely responsible for paying any and all fines, penalties or fees assessed to the County, or the Consultant, for any lapse in require licenses, permits, or certifications required for any portion of the work.

**G. INSURANCE REQUIREMENTS**

The Consultant shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The 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 Contract.

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

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

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

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

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

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

## **H. INDEMNIFICATION**

To the fullest extent permitted by law, the Consultant shall indemnify, defend, 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.**

## **I. 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-contract and the Consultant shall not be relieved of any obligations under this Contract.

Each Respondent shall submit a list of proposed sub-consultants to be used if awarded the contract. Each Respondent must provide a list of Sub-Consultants, under Section 3: Company & Staff Qualifications, and attach a copy of any and all licenses and certificates for each sub-consultant listed and submit with each copy of the RFQ Package. 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-contract. 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, Sub-Consultant, 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.

## **J. EMPLOYMENT ELIGIBILITY AND MANDATORY USE OF E-VERIFY**

As a condition precedent to entering into this Agreement, and in accordance with section 448.095, F.S., Consultant and its subcontractors/sub-consultants shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.

- a. Consultant shall require each of its sub-consultants to provide Consultant with an affidavit stating that the sub-consultant does not employ, contract with, or subcontract with an unauthorized alien. Consultant shall maintain a copy of such affidavit for the duration of this Agreement.

- b. The County, Consultant, or any subcontractor/sub-consultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated section 448.09(1), F.S. or these provisions regarding employment eligibility shall terminate the contract with the person or entity.
- c. The County, upon good faith belief that a sub-consultant knowingly violated these provisions regarding employment eligibility, but Consultant otherwise complied, shall promptly notify Consultant and Consultant shall immediately terminate the contract with the subcontractor/sub-consultant.
- d. The County and Consultant hereby acknowledge and mutually agree that, a contract terminated pursuant to these provisions regarding employment eligibility is not a breach of contract and may not be considered as such. Any contract terminated pursuant to these provisions regarding employment eligibility may be challenged in accordance with section 448.095(2)(d), F.S.
- e. Consultant acknowledges that, in the event that the County terminates this Contract for Consultant's breach of these provisions regarding employment eligibility, then Consultant may not be awarded a public contract for at least one (1) year after such termination. Consultant further acknowledges that Consultant is liable for any additional costs incurred by the County as a result of the County's termination of this Agreement for breach of these provisions regarding employment eligibility.

Consultant shall incorporate in all subcontracts made pursuant to this Agreement the provisions contained herein regarding employment eligibility.

**K. FORCE MAJEURE**

If awarded on the basis of this proposal, the undersigned pledges to provide the equipment/services as specified in the Proposal and County Specifications barring any delays due to strikes, fires, transportation difficulties or other causes beyond the control of the undersigned.

**PART VII: – EXHIBITS**

1. The following Exhibit is provided as a separate downloadable pdf file on DemandStar:

- Exhibit A – SR A1A and Mickler Road Intersection Analysis

**PART VIII: – ATTACHMENTS/FORMS**

**REQUEST FOR QUALIFICATIONS (RFQ) NO: 21-88; MICKLER ROAD ROUNDABOUT IMPROVEMENTS  
DESIGN & PERMITTING**

**COVER PAGE**

**SUBMIT ONE (1) HARD-COPY ORIGINAL PROPOSAL, AND  
ONE (1) EXACT ELECTRONIC PDF COPY OF THE SUBMITTED PROPOSAL ON USB DRIVE  
IN A SEALED ENVELOPE OR CONTAINER TO:**

**PURCHASING DEPARTMENT  
ST. JOHNS COUNTY  
500 SAN SEBASTIAN VIEW  
ST. AUGUSTINE, FLORIDA 32084**

**FULL LEGAL NAME OF COMPANY:** \_\_\_\_\_

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

\_\_\_\_\_  
Mailing Address (Street Address, City, State, Zip Code)

**AUTHORIZED COMPANY REPRESENTATIVE**

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

\_\_\_\_\_  
Phone Number

**REQUEST FOR QUALIFICATIONS (RFQ) NO: 21-88; MICKLER ROAD ROUNDABOUT IMPROVEMENTS  
DESIGN & PERMITTING**

**ATTACHMENT "A"**

**QUALIFICATION CERTIFICATION**

**The Undersigned submits this Qualification Package to be considered as a Qualified Consultant for provision of professional engineering services for Mickler Road Roundabout Improvements Design & Permitting.**

A copy of the license(s) under which our firm is engaged in the business of contracting in the state of Florida is attached. This license was issued in accordance with provisions of Section 489.113, Florida Statutes, and is currently valid and in force.

It is further understood that qualification, if given, shall be valid for the purpose of submitting pricing for the above referenced contract, unless suspended or terminated by St. Johns County.

The Undersigned authorizes and requests any public official, engineer, architect, Surety Company, bank depository, material or equipment manufacture or distributor or any person, firm or corporation to furnish all information requested by St. Johns County, to verify statements given with this Qualification Package.

The Undersigned further authorizes the St. Johns County, FL designee to disclose, without any liability whatsoever, any and all information contained in the pre-qualification package.

The Undersigned has not been disqualified by any public agency in Florida except as indicated below. (If none, insert: "N/A")

\_\_\_\_\_  
(Full Legal Company Name)

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Attest:

APPROVED:

By: \_\_\_\_\_  
Name and Title of Officer

By: \_\_\_\_\_  
Name and Title of Authorized Officer

As Notarized

By: \_\_\_\_\_

(Corporate Seal)

REQUEST FOR QUALIFICATIONS (RFQ) NO: 21-88; MICKLER ROAD ROUNDABOUT IMPROVEMENTS  
DESIGN & PERMITTING

ATTACHMENT "B"

AFFIDAVIT OF SOLVENCY

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

certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.
2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, unmatured liabilities and contingent liabilities) as they become absolute and due.
3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.
4. I fully understand failure to make truthful disclosure of any fact or item of information contained herein may result in denial of the application, revocation of the Certificate of Public Necessity if granted and/or other action authorized by law.

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

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

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

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

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

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

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

**REQUEST FOR QUALIFICATIONS (RFQ) NO: 21-88; MICKLER ROAD ROUNDABOUT IMPROVEMENTS  
DESIGN & PERMITTING**

**ATTACHMENT "C"**

**AFFIDAVIT**

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

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

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

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_. Before me, the undersigned authority, personally appeared \_\_\_\_\_ who, being duly sworn, deposes and says he is \_\_\_\_\_ (Title) of \_\_\_\_\_ (Firm) the respondent submitting the attached proposal for the services covered by the RFQ documents for RFQ No: 21-88; Mickler Road Roundabout Improvements Design & Permitting.

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

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

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

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

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

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

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



**REQUEST FOR QUALIFICATIONS (RFQ) NO: 21-88; MICKLER ROAD ROUNDABOUT IMPROVEMENTS  
DESIGN & PERMITTING**

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

**ATTACHMENT "D"**

**CONFLICT OF INTEREST DISCLOSURE FORM**

Project (RFQ) Number/Description: RFQ No 21-88; Mickler Road Roundabout Improvements Design & Permitting

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, and 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 statement:

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

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

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

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

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

**REQUEST FOR QUALIFICATIONS (RFQ) NO: 21-88; MICKLER ROAD ROUNDABOUT IMPROVEMENTS  
DESIGN & PERMITTING**

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

**ATTACHMENT "E"**

**DRUG-FREE WORKPLACE FORM**

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

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

\_\_\_\_\_  
Name of Firm

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**REQUEST FOR QUALIFICATIONS (RFQ) NO: 21-88; MICKLER ROAD ROUNDABOUT IMPROVEMENTS  
DESIGN & PERMITTING**

**ATTACHMENT "F"**

**PROOF OF INSURANCE**

Respondents shall provide certificates of insurance as part of their submittal package. Certificates of insurance shall meet or exceed the requirements as described under Insurance.

Failure to provide proof of current insurance coverage or ability to obtain the required coverages may result in being deemed non-responsive and removed from further consideration.

(Attach or insert copy of "Certificate of Insurance" here)

**REQUEST FOR QUALIFICATIONS (RFQ) NO: 21-88; MICKLER ROAD ROUNDABOUT IMPROVEMENTS  
DESIGN & PERMITTING**

**ATTACHMENT "G"**

**LOCAL PREFERENCE**

Any Respondent that meets the criteria of a Local Business, in accordance with Section 302.25 of the SJC Purchasing Procedure Manual, must complete and sign this **Attachment "G"** to indicate their qualification to receive local preference. All required documentation to demonstrate that the Respondent meets all qualification criteria as a local business must be included in the submitted proposal/submittal with this **Attachment "G"**.

In order to qualify for local preference Respondent must provide sufficient documentation to demonstrate:

- A physical, brick and mortar place of business located within the geographic boundaries of St. Johns County, with a valid mailing address, in an area zoned for the conduct of such business, from which the Vendor has operated or performed business on a day-to-day basis that is substantially similar to those specified in the solicitation for a period of at least one (1) calendar year prior to the issuance of the solicitation. No PO Boxes shall be accepted.
- Local address above must be registered as the Vendor's principal place of business with the Divisions of Corporations Florida Department of State for at least one (1) calendar year prior to the issuance of this RFP.
- Submit current and valid Local Business Tax Receipt, and must have Local Business Tax Receipts issued by the St. Johns County Tax Collector from at least one (1) calendar year prior to issuance of this RFP.
- Must qualify as a local business as shown above **AND** self-perform a minimum of fifty percent (50%) of all services under the awarded Contract, or must have a minimum of fifty percent (50%) of all services performed by qualified local businesses as sub-contractors or sub-consultants.

If qualifying for local preference through the use of qualified local sub-contractors or sub-consultants, Respondent must submit all required documentation to demonstrate the above requirements of all proposed sub-contractors and sub-consultants for local preference consideration with the submitted proposal.

Respondent **is** a Local Business as defined in Section 302.25, SJC Purchasing Procedure Manual \_\_\_\_\_

If Respondents selects this option, by signing below, Respondent certifies that the firm qualifies as a local business in accordance with the requirements stated above, OR certifies that the submitted local business proposed as sub-contractors or sub-consultants meet the requirements for local preference AND that a minimum of fifty percent (50%) of all services shall be performed by local businesses as proposed.

Respondent is **not** a Local Business as defined in Section 302.25, SJC Purchasing Procedure Manual \_\_\_\_\_

If Respondent selects this option, Respondent is not seeking consideration for local preference, and is not required to submit the documentation provided above.

\_\_\_\_\_  
Signature – Authorized Respondent Representative

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

\_\_\_\_\_  
Date of Signature

**REQUEST FOR QUALIFICATIONS (RFQ) NO: 21-88; MICKLER ROAD ROUNDABOUT IMPROVEMENTS  
DESIGN & PERMITTING**

**ATTACHMENT "H"**

**E-VERIFY AFFIDAVIT**

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

I, \_\_\_\_\_ (hereinafter "Affiant"), being duly authorized by and on behalf of \_\_\_\_\_ (hereinafter "Consultant/Contractor") hereby swears or affirms as follows:

1. Consultant/Contractor understands that E-Verify, authorized by Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), is a web-based system provided by the United States Department of Homeland Security, through which employers electronically confirm the employment eligibility of their employees.
2. For the duration of Contract No. \_\_\_\_\_ (hereinafter "Agreement"), in accordance with section 448.095, F.S., Consultant/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant/Contractor and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor.
3. Consultant/Contractor shall comply with all applicable provisions of section 448.095, F.S., and will incorporate in all subcontracts the obligation to comply with section 448.095, F.S.
4. Consultant/Contractor understands and agrees that its failure to comply with all applicable provisions of section 448.095, F.S. or its failure to ensure that all employees and subcontractors performing work under the Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of the Agreement for which St. Johns County may immediately terminate the Agreement without notice and without penalty. The Consultant/Contractor further understands and agrees that in the event of such termination, Consultant/Contractor shall be liable to the St. Johns County for any costs incurred by the St. Johns County resulting from Consultant/Contractor's breach.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

\_\_\_\_\_  
Printed Name of Affiant

\_\_\_\_\_  
Printed Title of Affiant

\_\_\_\_\_  
Full Legal Name of Consultant/Contractor

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

REQUEST FOR QUALIFICATIONS (RFQ) NO: 21-88; MICKLER ROAD ROUNDABOUT IMPROVEMENTS  
DESIGN & PERMITTING

ATTACHMENT "I"

SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant \_\_\_\_\_, who, being by me first duly sworn, made the following statement:

1. The business address of \_\_\_\_\_ (name of Offeror or business) is \_\_\_\_\_.
2. My relationship to \_\_\_\_\_ (name of Offeror or business) is \_\_\_\_\_ (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or consultant, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or consultant, nor any affiliate of the Offeror or consultant has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. There has been a conviction of a public entity crime by the Offeror or consultant, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or consultant who is active in the management of the Offeror or consultant or an affiliate of the Offeror or consultant. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is \_\_\_\_\_. A copy of the order of the Division of Administrative Hearings is attached to this statement. **(Draw a line through paragraph 7 if paragraph 6 above applies.)**

\_\_\_\_\_  
Name of Business

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Sworn to (or affirmed) and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_ and who:

[Notary: Please select one]

is personally known to me; or

has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

Printed, typed or stamped name, commission and expiration:

**REQUEST FOR QUALIFICATIONS (RFQ) NO: 21-88; MICKLER ROAD ROUNDABOUT IMPROVEMENTS  
DESIGN & PERMITTING**

**ATTACHMENT "J"**

**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES**

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

Legal Name of Consultant: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

**REQUEST FOR QUALIFICATIONS (RFQ) NO: 21-88; MICKLER ROAD ROUNDABOUT IMPROVEMENTS  
DESIGN & PERMITTING**

**ATTACHMENT "K"**

**LICENSES, PERMITS, CERTIFICATIONS**

In the space below, each Respondent shall list all current licenses and/or certifications held relative to the required services as provided herein.

*Each Respondent shall attach a copy of each current license and/or certification listed below to his proposal as instructed.*

License(s)/Certificate(s)/ Pre-Qualifications	License #	Issuing Agency	Expiration Date
State of Florida PE License			



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**ATTACHMENT "L"**

**CLAIMS, LIENS, LITIGATION HISTORY**  
(Complete and Submit)

1. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or sub-consultant) or been sued by or had a formal claim filed by an owner, sub-consultant or supplier resulting from a construction dispute? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration

Amount at issue: \_\_\_\_\_ Name (s) of the attorneys representing all parties:

Amount actually recovered, if any: \_\_\_\_\_

Name(s) of the project owner(s)/manager(s) to include address and phone number:

2. List all pending litigation and or arbitration.
3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.
4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.

5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job?

Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please explain in detail:

6. For all claims filed against your company within the past five-(5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes \_\_\_\_\_ No \_\_\_\_\_ If no, please explain why? \_\_\_\_\_

7. List the status of all pending claims currently filed against your company:

**Liquidated Damages**

1. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please explain in detail:

(Use additional or supplemental pages as needed)

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**ATTACHMENT "N"**

**TEAM ORGANIZATION CHART**

(Attach or insert copy here)

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**ATTACHMENT "O"**

**KEY PERSONNEL LIST**

In the space below, list all qualified personnel who are permanent employees of the company that may be utilized to perform the required scope of services. Attach brief but comprehensive resumes for each staff member listed below.

Employee Name	Employee Title	# Years Employed	Total # Yrs. Experience

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**ATTACHMENT "P"**

**LIST OF PROPOSED SUB-CONSULTANTS**

Each Respondent shall provide any and all sub-consultants or major materials suppliers proposed to perform any portion of work specified herein. Attach Brief comprehensive resumes, including any and all licenses/certifications held. All proposed sub-consultants are subject to approval by the County.

**DIVISION OF WORK**

**NAME AND ADDRESS OF SUB-CONSULTANTS**


**REQUEST FOR QUALIFICATIONS (RFQ) NO: 21-88; MICKLER ROAD ROUNDABOUT IMPROVEMENTS  
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**ATTACHMENT "Q"**

**PROJECT REFERENCES**

Each Respondent must submit a list of five (5) project references from individuals, firms or agencies that have contracted with the respondent in the past seven (7) years to perform services of similar size and scope as those described in this RFQ. The information required shall include: reference company name, date(s) of service, project information including name of project, and a contact person name, title, phone number and email address. References shall be checked by the Purchasing Department, for the number

1. Reference Company Name: \_\_\_\_\_  
Date(s) of Service: \_\_\_\_\_  
Project Information (Type of Study): \_\_\_\_\_  
\_\_\_\_\_  
Primary Reference Contact Name and Title: \_\_\_\_\_  
Contact Phone Number: \_\_\_\_\_  
Contact Email Address: \_\_\_\_\_

\*\*\*\*\*

2. Reference Company Name: \_\_\_\_\_  
Date(s) of Service: \_\_\_\_\_  
Project Information (Type of System): \_\_\_\_\_  
\_\_\_\_\_  
Primary Reference Contact Name and Title: \_\_\_\_\_  
Contact Phone Number: \_\_\_\_\_  
Contact Email Address: \_\_\_\_\_

\*\*\*\*\*

3. Reference Company Name: \_\_\_\_\_  
Date(s) of Service: \_\_\_\_\_  
Project Information (Type of System): \_\_\_\_\_  
\_\_\_\_\_  
Primary Reference Contact Name and Title: \_\_\_\_\_  
Contact Phone Number: \_\_\_\_\_  
Contact Email Address: \_\_\_\_\_

\*\*\*\*\*

4. Reference Company Name: \_\_\_\_\_

Date(s) of Service: \_\_\_\_\_

Project Information (Type of System): \_\_\_\_\_

Primary Reference Contact Name and Title: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

Contact Email Address: \_\_\_\_\_

\*\*\*\*\*

5. Reference Company Name: \_\_\_\_\_

Date(s) of Service: \_\_\_\_\_

Project Information (Type of System): \_\_\_\_\_

Primary Reference Contact Name and Title: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

Contact Email Address: \_\_\_\_\_

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**ATTACHMENT "R"**

**PROJECT STATUS REPORT  
(Complete and Submit)**

- 1. Name of Project:** \_\_\_\_\_  
**Project Description:** \_\_\_\_\_  
\_\_\_\_\_  
**Original Completion Date:** \_\_\_\_\_ **Final Completion Date:** \_\_\_\_\_  
**Brief Explanation of any Schedule Variances:** \_\_\_\_\_  
\_\_\_\_\_
- 2. Name of Project:** \_\_\_\_\_  
**Project Description:** \_\_\_\_\_  
\_\_\_\_\_  
**Original Completion Date:** \_\_\_\_\_ **Final Completion Date:** \_\_\_\_\_  
**Brief Explanation of any Schedule Variances:** \_\_\_\_\_  
\_\_\_\_\_
- 3. Name of Project:** \_\_\_\_\_  
**Project Description:** \_\_\_\_\_  
\_\_\_\_\_  
**Original Completion Date:** \_\_\_\_\_ **Final Completion Date:** \_\_\_\_\_  
**Brief Explanation of any Schedule Variances:** \_\_\_\_\_  
\_\_\_\_\_
- 4. Name of Project:** \_\_\_\_\_  
**Project Description:** \_\_\_\_\_  
\_\_\_\_\_  
**Original Completion Date:** \_\_\_\_\_ **Final Completion Date:** \_\_\_\_\_  
**Brief Explanation of any Schedule Variances:** \_\_\_\_\_  
\_\_\_\_\_
- 5. Name of Project:** \_\_\_\_\_  
**Project Description:** \_\_\_\_\_  
\_\_\_\_\_  
**Original Completion Date:** \_\_\_\_\_ **Final Completion Date:** \_\_\_\_\_  
**Brief Explanation of any Schedule Variances:** \_\_\_\_\_  
\_\_\_\_\_

6. **Name of Project:** \_\_\_\_\_  
**Project Description:** \_\_\_\_\_

**Original Completion Date:** \_\_\_\_\_ **Final Completion Date:** \_\_\_\_\_

**Brief Explanation of any Schedule Variances:** \_\_\_\_\_

7. **Name of Project:** \_\_\_\_\_  
**Project Description:** \_\_\_\_\_

**Original Completion Date:** \_\_\_\_\_ **Final Completion Date:** \_\_\_\_\_

**Brief Explanation of any Schedule Variances:** \_\_\_\_\_

(Use additional or supplemental pages as needed)



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**OPTIONAL CHECKLIST**

<b>SECTION</b>	<b>RFQ PACKAGE COMPONENTS</b>	<b>CHECK BOX</b>
<b>Section 1</b>	Cover Page & Cover Letter	
<b>Section 2</b>	Company & Staff Qualifications:	
	Attachment "K" – Licenses/Certifications	
	Attachment "L" – Claims, Liens, Litigation History	
	Attachment "M" – Company Organization Chart	
	Attachment "N" – Team Organization Chart	
	Attachment "O" – Key Personnel List	
	Attachment "P" – List of Proposed Sub-Consultants	
<b>Section 3</b>	Related Experience:	
	Related Experience Narrative	
	Attachment "Q" – Project References	
<b>Section 4</b>	Approach to Services and Methodology	
<b>Section 5</b>	Proposed Schedule & Availability	
	Attachment "R" – Project Status Report	
<b>Section 6</b>	Administrative Information – Other Required Forms:	
	Attachment "A" –Qualifications Certification Notarized	
	Attachment "B" – Affidavit of Solvency	
	Attachment "C" – St. Johns County Affidavit	
	Attachment "D" – Conflict of Interest Disclosure Form	
	Attachment "E" – Drug-Free Workplace Form	
	Attachment "F" – Certificates of Insurance	
	Attachment "G" – Local Preference Form	
	Attachment "H" – E-Verify Affidavit	
	Attachment "I" – Sworn Statement on Public Entity Crimes	
	Attachment "J" – Certification for Disclosure of Lobbying Activities	
	Copies of all Acknowledged (signed) Addenda (as posted)	

**SEALED RFQ MAILING LABEL**

**REQUEST FOR QUALIFICATIONS (RFQ) NO: 21-88; MICKLER ROAD ROUNDABOUT IMPROVEMENTS  
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**Cut along the outer border and affix this label  
to your sealed bid envelope to identify it as a  
"Sealed RFQ"**

<b>SEALED RFQ • DO NOT OPEN</b>	
SEALED RFQ #:	<u>RFQ 21-88</u>
RFQ TITLE:	<u>Mickler Road Roundabout Improvements Design &amp; Permitting</u>
DUE DATE/TIME:	<u>Thursday, June 24, 2021 No Later Than 4:00 P.M.</u>
SUBMITTED BY:	_____
	Company Name
	_____
	Company Address
	_____
	Company Address
DELIVER TO:	St. Johns County Purchasing 500 San Sebastian View St St. Augustine, FL 32084



**END OF DOCUMENT**