

RESOLUTION NO. 2022 -450

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD RFQ NO: 23-03; FACILITY NEEDS ASSESSMENT PLAN TO PQH GROUP DESIGN, INC, AS THE TOP RANKED FIRM AND TO EXECUTE A CONTRACT FOR COMPLETION OF THE WORK.

RECITALS

WHEREAS, the population growth in St. Johns County has created a need for a forward-looking strategy to best meet the unmet needs of the elected County Constitutional Officers in regards to where new facilities need to be and/or renovating existing facilities currently in use; and

WHEREAS, through the County's Formal RFP process, PQH Design Group, Inc., was identified as the highest ranked firm through evaluation of submitted proposals, which included considerations of qualifications, experience, price, schedule, and approach, quality control, and local preference; and

WHEREAS, the County finds that issuing a contract for this work serves a public purpose; and

WHEREAS, the project will be funded by 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 award RFP No. 23-03 to PQH Group Design, Inc. as the top ranked firm.

Section 3. Upon Board approval, the County Administrator, or designee, is further authorized to execute a Professional Services Agreement with PQH Group Design, Inc., in substantially the same form and format as attached for completion of the work in accordance with the RFP.

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.

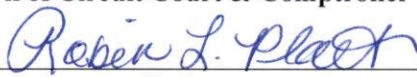
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, on this 6th day of December, 2022.

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

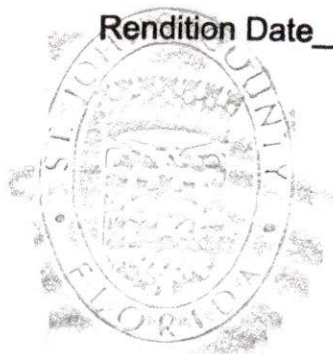
By: 

Christian Whitehurst, Chair

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

By: 
Deputy Clerk

Rendition Date DEC 08 2022





PROFESSIONAL SERVICES AGREEMENT
BETWEEN
ST. JOHNS COUNTY AND CONSULTANT

Professional Services Agreement No: 22-PSA-PQH-17244

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CONSULTANT’S FINAL RELEASE AND WAIVER OF LIEN21

This Professional Services Agreement (hereafter "Agreement") is made this [redacted] day of [redacted], 2022 (the "Effective Date") by and between **ST. JOHNS COUNTY** ("County"), a political subdivision of the State of Florida, whose principal offices are located at 500 San Sebastian View, St. Augustine, FL 32084; and **PQH GROUP DESIGN, INC.** ("Consultant"), a company authorized to do business in the State of Florida, with its principal offices located at: 4141 Southpoint Dr. East, Suite 200, Jacksonville, FL 32216, Phone: 904-224-0001, and E-mail: quinonesr@pqh.com, for **RFQ 23-03; FACILITY NEEDS ASSESSMENT PLAN**, hereinafter referred to as the "Project".

In consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

ARTICLE I CONTRACT DOCUMENTS

1.1 The Contract Documents

1.1.1 The Contract Documents are the documents which shall govern over the completion of the Project and shall be comprised of the following:

- a) Fully Executed Change Orders and Amendments to this Agreement;
- b) Notice to Proceed;
- c) This Professional Services Agreement and all Exhibits and/or Attachments hereto:
 - i. Exhibit A – Consultant's Compensation Schedule
 - ii. Exhibit B – Schedule
 - iii. Exhibit C – Scope of Services
- d) Insurance furnished by Consultant meeting the requirements of Article XII;
- e) RFP Documents and RFP Forms with all addenda thereto for RFP 23-03;

1.1.2 Documents not enumerated above are not Contract Documents and do not form part of this Agreement. No terms, conditions, limitations or exclusions in Consultant's proposal documents or invoices shall be binding upon the County nor shall they become part of the Contract Documents. In the event of conflicts or discrepancies, the Contract Documents shall be interpreted in the order of precedence as listed above in Section 1.1.1. Additionally, electronic documents shall govern over hard-copy documents, and fully executed documents shall govern over unsigned drafts.

1.1.3 Consultant is solely responsible for requesting instructions, interpretations or clarifications to the Contract Documents and is solely liable for any cost and/or expenses arising from its failure to do so. Any dispute relating to the interpretation of the Contract Documents shall be resolved through good faith efforts upon the part of the Consultant and the County. Should Consultant have any questions concerning interpretation or clarification of the Contract Documents, Consultant shall submit to the County Project Manager, in writing, a request for clarification that clearly and concisely sets forth the issues for which such request is sought. Such request must be submitted to the County Project Manager by the Consultant within three (3) business days of receipt of the Contract Documents, or the direction, interpretation or clarification thereof provided by the County. The County Project Manager will render its determination concerning such interpretation or clarification, which determination shall be considered final and conclusive unless Consultant files a written protest to the County Project Manager's rendered determination within fourteen (14) calendar days of receipt thereof. Consultant's protest must be submitted, in writing, to the Assistant Director of Purchasing & Contracts, and must state clearly and in detail the basis thereof. Failure by the Consultant to protest the County Project Manager's rendered determination as stipulated above shall constitute a waiver by Consultant of all its rights to further protest, judicial or otherwise. The Assistant Director of Purchasing & Contracts will consider Consultant's protest and render a decision thereon, in writing, within ten (10) calendar days. If Consultant does not agree with the Assistant Director of Purchasing & Contract's decision, Consultant shall deliver written notice to that effect to the County Administrator within three (3) business days of receipt of the Assistant Director of Purchasing & Contract's decision.

1.1.4 Unless otherwise directed in writing, Consultant shall at all times carry on the Services and maintain its progress schedule in accordance with the requirements of the Contract and the determination of the County, pending resolution of any dispute over interpretation of the Contract Documents. In no event shall a dispute, the filing of a protest, claim or appeal, or the resolution or litigation thereof, relieve the Consultant from its obligations to timely perform the Services required by this Agreement and to maintain the progress schedule in accordance with this Agreement.

1.1.5 Any and all Contract Documents shall remain the property of the County. Consultant is granted a limited license to use and reproduce applicable portions of the Contract Documents issued by the County appropriate to, and for use

in, execution of the Services. Consultant shall have the right to keep one record set of the Contract Documents upon completion of the Services, provided, however, that in no event shall Consultant and/or Consultant's subcontractors use, or permit to be used, any or all of such Contract Documents on other projects without specific written consent of the County.

ARTICLE II CONTRACT TERM

2.1 Contract Term

This Agreement shall become effective upon the date of execution by all parties and shall remain in effect for a period of two hundred sixty-nine (269) consecutive calendar days (Contract Term). Consultant shall commence with the Services upon receipt of a written Notice to Proceed from the County. The Consultant must complete all Services within the Contract Term, as provided herein, unless modified by written Change Order. Failure by the Consultant to complete the Services within the Contract Term shall be considered a material breach of this Agreement.

2.2 Schedule

Consultant shall perform the Services within the time periods specified in Exhibit B, which must be completed within the Contract Term provided herein or as otherwise changed by written Change Order.

ARTICLE III DEFINITIONS

3.1 Definitions

When the following terms appear in the Contract Documents, they shall have the following meaning:

3.1.1 Acceptance of the Services: Written acceptance of the Services by the County's Project Manager.

3.1.2 Applicable Laws: All local, state, and federal laws, statutes, codes, ordinances, rules and regulations in effect at the time Services are performed under this Agreement.

3.1.3 Amendment: A document providing the written modification to a previously issued Agreement, adding, revising, replacing, or removing terms and conditions or provisions of the Agreement.

3.1.4 Claim: Any claim, liability, loss, demand, demand for arbitration, damage, lien, cause of action of any kind, obligation, responsibility, cost, expense, royalty, fee, assessment, penalty, fine, judgment, interest or award, pending or threatened, whether arising by law, contract, tort, voluntary settlement or otherwise.

3.1.5 Change Order: A document providing the written modification to a previously issued Agreement, adjusting contract price, scope of work or completion time.

3.1.6 Compensation Method:

3.1.6.1 Lump Sum. Compensation may be determined as a lump sum amount. The lump sum amount shall constitute full payment for satisfactory performance of the Services including all direct and indirect labor, personnel related costs, taxes, expenses, costs, fees, overhead and profit, services of Sub-consultants and/or subcontractors, and any other expense or cost of whatever nature incurred by Consultant as may be required and/or necessary to complete the Services and agreed to in writing by both parties to this Agreement.

3.1.6.2 Hourly Rate. Compensation may be determined as a Not-To-Exceed (NTE) amount. It is mutually understood and agreed that such compensation for Services satisfactorily performed will be made on the following hourly rate basis:

3.1.6.2(A) Actual Hours. Actual hour's necessary, required, and expended by the Consultant's and/or Sub-consultant's professional and technical personnel, shall be multiplied by the applicable hourly rates for each classification or position as set forth in Exhibit A. The hourly rates shall constitute full payment for satisfactory performance of the Services including but not limited to all payroll costs and taxes, insurances, fees, overhead and profit, and any and all other costs or expenses of whatever nature incurred by Consultant except for Expenses approved in writing by the County pursuant to paragraph 3.1.6.2(B) below.

3.1.6.2(B) **Reimbursable Expenses.** In addition to the hourly rates, the Consultant shall also be reimbursed for travel and travel-related expenses, or other direct non-salary expenses directly attributable to the Services (“Expenses”) provided such Expenses incurred by Consultant are approved in writing, in advance. Unless otherwise mutually agreed in writing in advance, any and all such Expenses shall comply with Section 112.061, Florida Statutes. The County shall not be liable for any such Expenses that have not been approved in writing in advance by the County. All requests for payment of such Expenses shall include copies of paid receipts, invoices, or other documentation acceptable the County. Consultant acknowledges and agrees that failure to furnish the required documentation may result in the County’s denying all or part of the Expenses for which reimbursement is sought. Reimbursable Sub-consultant expenses must also comply with the requirements of this section.

3.1.7 **Contract Price:** The sum set forth herein under Article V, shall constitute the Contract Price, as may be amended by Change Order. Unless otherwise approved by the County in writing, the Contract Price includes all taxes, including without limitation, income and withholding tax of any kind and sales tax imposed by the state or by the County and paid by Consultant or any Subcontractors with respect to sales of goods purchased for the performance of the Services.

3.1.8 **County Representative:** The County employee assigned to the Project, or any part thereof, to observe the Services and perform certain other obligations of the County.

3.1.9 **Force Majeure Events:** Those events that are not reasonably foreseeable and are beyond the control of both Consultant and the County, including acts of war, terrorist attacks, labor strikes, floods, earthquakes, epidemics, pandemics, riots, adverse weather conditions, or other acts of God.

3.1.10 **Jobsite:** Any physical location or other place on, under, in, at or through which any aspect of the Services is performed.

3.1.11 **Notice to Proceed (NTP):** Written notice given by the County to Consultant authorizing Consultant to proceed with the Services and fixing the date on which the Contract Term will commence to run and identify

3.1.12 **Project:** The total undertaking to be accomplished for the County by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Services to be performed by Consultant are a part.

3.1.13 **Services:** The work described in the Contract Documents or a subsequently issued Change Order including engineering services, architectural services and other professional services as applicable for the Project and procured under this Agreement.

3.1.14 **Subcontractor:** A Supplier engaged by the Consultant to perform part, or all, of its contractual obligation.

3.1.15 **Work Product:** As defined in Section 6.1 herein.

ARTICLE IV SERVICES

4.1 Scope of Services

4.1.1 Consultant shall provide all Services as set forth in the Contract Documents, including all necessary, incidental, and related activities required for full and complete performance of this Agreement (the “Services”).

4.1.2 Services provided by the Consultant shall be under the general direction of the St. Johns County Public Works Department, or the St. Johns County Purchasing Division, who shall act as the County’s representative during the performance of Services under this Agreement.

4.1.3 The Consultant shall provide and perform all Services pursuant to this Agreement in accordance with generally accepted standards of professional practice and in accordance with all Applicable Laws and the requirements of any applicable grant agreements.

4.1.4 The Consultant shall be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, reports, memoranda, other documents and other services, and materials performed, provided, or furnished by the Consultant. The Consultant shall, without additional compensation,

correct or revise any errors, omissions, or other deficiencies in such data, studies, and other services, and materials resulting from the negligent acts, errors, omissions, or intentional misconduct of the Consultant.

4.1.5 Review, approval, or acceptance by the County of data, studies, reports, memoranda, and incidental professional services, and materials furnished by the Consultant under this Agreement shall not relieve the Consultant of responsibility for the adequacy, completeness, and accuracy of its Services and materials. Neither the County's review, approval, or acceptance of, nor payment for, any part of the Consultant's Services, and materials shall be construed to operate as a waiver of any of the County's rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.

ARTICLE V COMPENSATION

5.1 Contract Price

The County agrees to pay and Consultant agrees to accept for Services satisfactorily performed under this Agreement, the Contract Price of **five hundred sixty thousand dollars (\$560,000.00)** in accordance with Exhibit A. Payments made to Consultant pursuant to this Agreement shall be the sole and complete compensation to which Consultant is entitled.

5.2 Method of Payment

5.2.1 Compensation shall be based on the method of compensation as stated in in Exhibit B or as otherwise set forth in a mutually agreed Change Order or Amendment.

5.2.1.1 For lump sum items, Exhibit B shall contain a breakdown of the various elements of the Services comprising the lump sum items for the purpose of arriving at agreement on the basis for progress payments. Consultant shall submit invoices only after satisfactory completion and County approval of any Services, based on such mutually agreed lump sum breakdown.

5.2.1.2 For hourly rate-based items, Consultant shall be entitled to payment of compensation for Services satisfactorily performed based on the hourly rates set forth in Exhibit B subject to the NTE compensation amount identified therein. In no event shall Consultant be reimbursed in excess of the total NTE amount, unless the NTE amount has been modified in writing by a fully executed Change Order or Amendment to increase the specified amount.

5.2.2 It is expressly understood that Consultant is not entitled to the amount of compensation set forth in Exhibit B. Rather, Consultant's compensation is based upon Consultant's satisfactory completion of all Services and delivery of all work product and deliverables identified in the Contract Documents. No payment by the County shall be interpreted to constitute approval or acceptance of any Services, nor shall it be considered a waiver by Consultant of any of the terms of this Agreement.

6.2.3 On or before the tenth (10th) day of each calendar month, Consultant shall submit monthly invoices to the County for Services satisfactorily performed in the preceding month, along with such supporting documentation as the County may reasonably require. The County may prescribe the format of such invoice. In the event Consultant's supporting documentation is not adequate for the County to verify Consultant's invoice, the County will request additional documentation or information and the timeframe for payment will be extended accordingly. Payment by the County shall be made in compliance with the provisions of the Local Government Prompt Payment Act (Section 218.70, Florida Statutes, et seq.).

5.3 Withheld Payment

The County may decline to make payment, may withhold funds otherwise payable and, if necessary, may demand the return of some or all of the amounts previously paid to Consultant for any costs or expenses that the County incurs or reasonably expects to incur as a result of Consultant's failure to comply with the Contract Documents, this Agreement or as a result of Consultant's failure to pay Sub-consultants.

5.4 Final Payment

Before being eligible for final payment of any amounts due, the Consultant shall deliver to the County all Work Product (as defined in Paragraph 7.1 below) prepared by and for the County under this Agreement. The Consultant shall clearly state "Final Invoice" on the Consultant's final/last billing to the County. This shall constitute Consultant's certification that all Services have been properly performed and all charges, costs and Expenses have been invoiced to the County.

Any other charges, costs or Expenses not properly included on this Final Invoice are waived by Consultant.

5.5 Availability of Funds

The County's obligations under this Agreement are subject to the availability of lawfully appropriated County funds. While the County will make all reasonable efforts, in order to provide funds needed to perform under this Agreement, the County makes no express commitment to provide such funds in 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 VI OWNERSHIP OF WORK PRODUCT AND CONFIDENTIALITY

6.1 Ownership of Work Product

All concepts, products, processes (patentable or otherwise) and copyrightable material (including but not limited to documents, specifications, calculations, maps, sketches, notes, reports, studies, proposals, data, models, samples, surveys, drawings, designs, electronic software, and any other results of the Work), first developed, produced or reduced to practice by Consultant or Sub-consultant, or purchased under this Agreement, or at the County's expense ("Work Product"), shall be and remains the County's property upon creation. At the County's request, Consultant shall provide the County with copies of supporting computations, analyses, sketches, or similar items pertaining to the Consultant's Work Product.

The Consultant may not reuse Work Product developed by Consultant for the County without the express written permission of the County. The County may, at its option, reproduce and reuse Work Product (in whole or in part) and Consultant agrees to such reuse in accordance with this provision. Any plans which the Consultant provides under this Agreement shall contain a statement that they are subject to reuse in accordance with the provisions of Section 287.055(10), Florida Statutes.

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.

6.2 Confidentiality

Subject to Chapter 119, Florida Statutes (Public Records Law), Consultant shall keep all 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, confidential. Such information shall not be disclosed to any other party, directly or indirectly, without the County's prior written consent, unless required by a lawful order.

ARTICLE VII AUTHORIZED REPRESENTATIVE AND PERSONNEL

7.1 Authorized Representative

Prior to commencing Services, Consultant shall designate in writing a competent, authorized representative(s) acceptable to the County to represent and act for Consultant ("Authorized Representative"). Such Authorized Representative shall be authorized to receive and accept any and all communications from the County. All communications given to the Authorized Representative shall be binding upon Consultant. An Authorized Representative may be added, removed or changed upon prior written notice given in the manner provided in this Agreement.

7.2 Personnel

7.2.1 The Consultant represents that it has, or shall secure at its own expense, all necessary personnel required to perform the Services as described 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 of the Services required hereunder shall be performed by the Consultant, or under its supervision.

7.2.2 In the event Consultant wishes to substitute personnel for the key personnel identified in Consultant's proposal and selection presentation, the Consultant shall notify the County in writing and request written approval for the

substitution at least ten (10) business days prior to effecting such substitution.

7.3 County Representative

7.3.1 The County shall designate as its representative a Project Manager who shall be fully acquainted with the Services. The Project Manager shall be the County's Representative from the Effective Date of this Agreement, until final payment has been made. The Project Manager shall be authorized to act on behalf of the County only to the extent provided herein.

7.3.2 The County and Consultant shall communicate with each other in the first instance through the Project Managers.

7.3.3 The Project Manager shall be the initial interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by the Consultant. The Project Manager shall render written or graphic interpretations necessary for the proper execution or progress of the Services with reasonable promptness on request of the Consultant.

7.3.4 The Project Manager shall review Consultant's Applications for Payment and shall confirm to the County for payment to Consultant, those amounts then due to Consultant as provided under this Agreement.

7.3.5 The Project Manager shall have authority to reject Work, which is defective or does not conform to the requirements of this Agreement. If the Project Manager deems it necessary or advisable, the Project Manager shall have authority to require additional review and/or revisit of the Services for compliance with requirements under the Contract Documents at Consultant's expense.

7.3.6 The Project Manager shall review and accept, or take other appropriate action as necessary, concerning Work Product submitted by the Consultant. Such review, acceptance, or other action shall be for the sole purpose of determining conformance with the requirements of the Contract Documents.

7.3.7 The Project Manager may authorize minor changes in the Services, in writing by field order, provided the minor changes have no impact on Contract Price or Contract Term, and such changes are not inconsistent with the intent of this Agreement. Field Orders shall be binding upon Consultant, and Consultant shall carry out such field orders promptly.

ARTICLE VIII SUBCONTRACTORS

8.1 Subcontractors

8.1.1 Consultant may obtain the assistance of other Suppliers ("Subcontractors") by subcontract for the performance of a portion of these Services, provided that any such Subcontractor shall perform its services to the standards set forth herein for Consultant's Services, and that Consultant obtains written approval of Subcontractor(s) from the County. The Consultant is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. The County hereby approves those Subcontractors specifically named by Consultant in Consultant's proposal.

8.1.2 The County reserves the right to disqualify any Subcontractor based upon unsatisfactory performance. If a Subcontractor fails to satisfactorily perform in accordance with the Contract Documents, and it is necessary to replace the Subcontractor to complete the Services in a timely fashion, the Consultant shall promptly do so, subject to approval by the County.

8.1.3 The use of any such Subcontractor shall not relieve the Consultant from any liability or responsibility assumed under this Agreement.

8.1.4 Consultant shall give personal attention to fulfillment of the requirements under this Agreement, and shall keep the Services under Consultant's control. When any Subcontractor fails to execute a portion of the Services, in a manner not consistent with the Contract Documents and industry standards, the County may provide written notice to the Consultant that it desires the Subcontractor to be terminated unless the problem cited is cured, or commenced to be cured, within seven (7) calendar days of Consultant's receipt of such notice. If Consultant fails to cure, or reasonably commence to cure such problem, then County may give a second written notice to Consultant, and Consultant shall

remove such Subcontractor immediately, and the Subcontractor shall not again be employed for the Services. The County shall not be responsible for additional costs to the Consultant, if any, of employing such replacement. The County will not entertain requests to arbitrate disputes among Subcontractors or between the Consultant and Subcontractor(s) concerning responsibility for performing any portion of the Services.

ARTICLE IX CHANGES IN THE SERVICES

9.1 Changes in the Services

9.1.1 The County reserves the right to make changes to the Services, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the County's notification of a contemplated change, the Consultant shall: (1) if requested by the County, provide an estimate for the increase or decrease in cost due to the contemplated change; (2) notify the County of any estimated change in the completion date; and (3) advise the County in writing if the contemplated change shall effect the Consultant's ability to meet the completion dates or schedules of this 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. The Consultant shall not commence work on any such change until such Change Order has been issued and signed by each of the parties.

9.1.2 Consultant's written acceptance of a Change Order shall constitute a final and binding contract to the provisions thereof and a waiver of all claims in connection therewith, whether direct, indirect, or consequential in nature.

ARTICLE X CONTRACT DISPUTES / CLAIMS

10.1 Contract Claims

10.1.1 If any dispute between the County and Consultant arises under this Agreement and such dispute cannot be resolved by good faith negotiation at the field level between the Consultant and County Representatives, such dispute shall be promptly escalated to Consultant's Senior Representative, and County Public Works Department Senior Representative, upon request of either party, who shall meet as soon as conveniently possible, but in no case later than fourteen (14) calendar days after such request is made, to attempt to resolve such dispute or disagreement. Five (5) calendar days prior to any meetings between the Senior Representatives stated above, the parties will exchange relevant information that will assist the parties in resolving the dispute or disagreement.

10.1.2 If after meeting, the above Senior Representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the Consultant shall submit a Contract Claim as provided herein.

10.1.3 Claims arising from this Agreement shall be filed with the Assistant Director of Purchasing & Contracts. Prior to filing a contract claim, Consultant shall first exhaust all remedies set forth in the Contract Documents. The Contract Claim must be submitted within five (5) business days of exhausting all remedies set forth above. Pending final resolution of a dispute or claim, unless otherwise agreed in writing, the Consultant is required to proceed with performance of the Services and maintain effective progress to complete the Services within the timeframes set forth in the Contract Documents. The Contract Claim shall include, at a minimum, the following:

- a) The name and address of the Consultant and any legal counsel; and
- b) The address to which the Assistant Director of Purchasing & Contracts should send their final decision; and
- c) Identification and a copy of the final adverse decision or document that is the subject of the Contract Claim and any exhibits, evidence, or documents which the Consultant deems applicable to the issues raised in the claim; and
- d) Identification of the administrative remedies provided for in the Contract Documents that were pursued prior to the claim and the outcome; and
- e) A statement of the grounds for each issue to be reviewed and the applicable provisions of this Agreement, as well as any applicable Laws, or other legal authorities which the Consultant deems applicable to the claim; and

10.1.4 During the Assistant Director of Purchasing & Contracts' review of the Contract Claim, the Assistant Director of Purchasing & Contracts may request additional information from the Consultant or the County Public Works Department. The requested information shall be provided within the time period set forth in the request. Failure of any individual or representative of the Consultant or the Public Works Department to timely comply with provision of the requested information may result in resolution of the claim without consideration of the requested information.

10.1.5 The Assistant Director of Purchasing & Contracts shall render a decision on the Contract Claim within twenty-one (21) calendar days of receipt of all requested information. The written decision of the Assistant Director of Purchasing & Contracts shall be sent to the Consultant to the notice address listed herein, or by such other means as agreed to by the Parties.

10.1.6 The decision for any Contract Claim by the Assistant Director of Purchasing & Contracts may be appealed by the Consultant to the County Administrator. Consultant must submit their appeal to the County Administrator, including any and all information, documentation, backup data, or other supplemental facts or figures within five (5) business days of receipt of the Assistant Director of Purchasing & Contracts' decision. Failure by the Consultant to submit an appeal within the prescribed timeframe shall be a waiver of a right to appeal the rendered decision. The appeal shall include any and all information, documentation, and data relative to the Contract Claim and subsequent appeal. The County Administrator shall render a decision within thirty (30) calendar days of receipt of all information. The County Administrator's decision shall be considered final, unless Consultant takes legal action in Circuit Court.

ARTICLE XI TERMINATION

11.1 TERMINATION

11.1.1 The County may terminate this Agreement, in whole or in part, for its convenience upon thirty (30) calendar day's written notice to the Consultant. In such event, Consultant will be entitled to compensation for Services previously authorized and satisfactorily performed up through the date of termination identified in the County's notice. Consultant shall not be entitled to compensation or profit for Services not performed.

11.1.2 Consultant may terminate this Agreement for any reason upon sixty (60) calendar day's written notice, provided that any outstanding authorized Services are completed by Consultant. Consultant further agrees to cooperate and provide assistance to the County upon request in order to complete any Service or Project. In such event, the County shall compensate Consultant at its hourly rates set forth in Exhibit B for Services provided after termination.

11.1.3 The County may terminate this Agreement, in whole or in part, for cause (or "default"). In the event the County determines the Consultant has defaulted under the requirements of this Agreement, the County shall issue a Notice of Default to the Consultant, articulating the requirements of this Agreement which the County finds the Consultant to be in default. Consultant shall have ten (10) calendar days from receipt of the Notice of Default to remedy the identified deficiencies, or to submit, in writing, an acceptable plan for remedying the deficiencies identified in the Notice of Default. If Consultant fails to remedy such deficiencies, or to submit an acceptable plan for remedying such deficiencies, to the satisfaction of the County within the stated time period, the County shall issue a Notice of Termination for Cause, which shall provide the date upon which this Agreement shall be Terminated for Cause. Upon termination, the County shall take over and prosecute the Services to completion. In such case, Consultant shall be liable to the County for reasonable additional costs incurred by the County in completing the Services.

11.1.4 Upon receipt of such termination notice, Consultant shall immediately stop all Services and shall immediately cause any and all of its Subcontractors at any tier, to immediately stop all Services. Consultant shall not be paid for any Services performed or costs incurred after the date of termination that reasonably could have been avoided. The County may direct Consultant to assign Consultant's right, title, and interest under terminated orders or subcontracts to its designee.

11.1.5 In the event Consultant changes names, merges with another company, becomes a subsidiary, or makes any other substantial change in structure or in principals, the County reserves the right to terminate this Agreement subject to the terms described above.

11.1.6 For the purposes of this Agreement, Consultant shall be deemed in default if Consultant (1) persistently or repeatedly refuses or fails to perform the Services in a timely manner, (2) fails to supply enough properly skilled workers, supervisory personnel, or proper equipment or materials, (3) fails to make prompt payment to Subcontractor(s), or for labor, (4) becomes insolvent or becomes the subject of voluntary or involuntary bankruptcy proceedings, (5) persistently disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, or (6) breaches or violates a material provision of this Agreement.

11.1.7 The rights and remedies of the County provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

ARTICLE XII WARRANTY, INDEMNITY, AND INFRINGEMENT

12.1 Warranty of Performance

12.1.1 The Consultant hereby represents and warrants that it is fully experienced and properly qualified, licensed, and financed to perform the Services under this Agreement and that it shall continue to maintain all licenses and approvals required to conduct its business and that it shall conduct its business activities in a reputable manner at all times.

12.1.2 Consultant represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all required and optional Services under this Agreement, and that each person and entity that will provide Services is duly qualified to perform such Services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render such Services. Consultant represents and warrants that the Services shall be performed in a skillful and respectful manner, and that the quality of all such Services shall equal or exceed prevailing industry standards for the provision of such Services.

12.1.3 The Consultant represents that it has, or shall secure at its own expense, all necessary personnel required to perform the Services as noted 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 of the Services required hereunder shall be performed by the Consultant, or under its supervision. All personnel engaged in performing the Services shall be fully qualified and, if required, authorized or permitted under federal, state and local law to perform such Services.

12.2 Indemnity

12.2.1 Consultant shall indemnify and hold harmless the County and its officers and employees (“Indemnified Party”), from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Consultant or other persons employed or utilized by Consultant in the performance of this Agreement.

12.2.2 To the extent permitted by, and in accordance with Section 725.08 of the Florida Statutes, Consultant further agrees that “damages, losses and costs”, includes fines, citations, court judgments, insurance claims, restoration costs or other liability, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Consultant and persons employed or utilized by Consultant in the performance of this Agreement.

12.2.3 To the extent permitted by, and in accordance with Section 725.08 of the Florida Statutes, for purposes of indemnity, the “persons employed or utilized by Contractor” shall be construed to include, but not be limited to, Consultant, its staff, employees, sub-consultants, all deliverers, suppliers, furnishers of materials or services or anyone acting for, on behalf of, or at the request of Consultant.

12.2.4 This indemnification will not be valid in the instance where the loss is caused by the gross negligence, or willful, wanton or intentional misconduct of any Indemnified Party.

12.2.5 If any provision(s), or portion(s) of a provision(s) of this Section, or the application thereof to any person or circumstance shall, to any extent, be held to be invalid, illegal or unenforceable for any reason whatsoever, the validity, legality and enforceability of the remaining provision(s), or part of the provision(s), shall not in any way be affected or impaired thereby; and shall be interpreted to the fullest extent possible to be enforceable and to give effect to the intent manifested by the provision(s), or portion(s) thereof, held invalid, illegal or unenforceable.

12.3 Infringement

Consultant shall not infringe upon any patents, trademarks or copyrights (“Intellectual Property”) in performance of the Services. In the event that Consultant is alleged to have infringed upon such Intellectual Property, in addition to Consultant’s obligations under the Indemnity provisions in Section 12.2 above, Consultant shall, at the sole discretion of County and at Consultant’s sole expense: (i) procure for County the right to continue using the infringing subject matter; (ii) replace or modify the infringing subject matter so that it becomes non-infringing but still complies with the requirements of the Contract; or (iii) reimburse County for all payments made to Consultant relating to or impacted by the infringing material and all costs incurred by County resulting from such infringement.

ARTICLE XIII INSURANCE

13.1 Consultant's Insurance Requirements

13.1.1 Consultant shall, at its sole expense, obtain and maintain the minimum insurance coverages stated herein. All insurance policies shall be satisfactory to the County and be issued by companies authorized and duly licensed to transact business in the State of Florida. Consultant shall furnish proof of insurance to the County prior to performance of Services. No Services shall commence until Consultant has obtained all insurance coverages required under this section. The County will not make any payment to Consultant until Consultant has complied with the requirements of this Article XIII. Certificates of insurance shall clearly indicate Consultant has obtained insurance of the type, amount, and classification as required by this Agreement. Required insurance coverage shall be maintained in force, including coverage for Additional Insureds, for the duration of the Agreement and until all performance required by Consultant has been completed, as determined by the County. Consultant shall maintain insurance coverage against Claims relating to any act or omission by Consultant, its agents, representatives, employees, or Sub-consultants in connection with this Agreement.

13.1.2 No less than ten (10) days written notice shall be provided to the County prior to cancellation, non-renewal or any material change of required insurance policies. Yearly renewal certificates shall be provided to the County within thirty (30) days of expiration of the current policy.

13.1.3 The types and amounts of insurance required under this Agreement do not in any way limit the liability of Consultant including under any warranty or indemnity provision of this Agreement or any other obligation whatsoever Consultant may have to the County or others. Nothing in this Agreement limits Consultant to the minimum required insurance coverages found in this Article XIII.

13.2 Additional Insured Endorsements and Certificate Holder

The term "Additional Insured", as used in this Agreement, shall mean St. John's County, its elected officials, officers, employees, agents and representatives. Certificates of insurance shall specifically name each Additional Insured for all policies of insurance except Workers' Compensation. A copy of the endorsement showing the required coverages must accompany the certificate of insurance.

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

13.3 Workers Compensation

Consultant shall procure and maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as is required by law for all of its employees per Chapter 440, FS. 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.

13.4 Commercial General Liability

Consultant shall procure and maintain during the life of this Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, including bodily injury (including wrongful death), property damage, products, personal & advertising injury, and completed operations. This insurance must provide coverage for all Claims that may arise from the Services and/or operations completed under this Agreement, whether such Services or operations are by Consultant or anyone directly or indirectly employed by them. Such insurance(s) shall also be primary and non-contributory with regard to insurance carried by the Additional Insureds.

13.5 Automobile Liability

Consultant shall procure and maintain during the life of this Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability and insuring liability arising out of or in any way related directly or indirectly to the ownership, maintenance or use of any owned, non-owned or rented/hired automobiles.

13.6 Professional Liability

13.6.1 Consultant shall procure and maintain, during the life of this Agreement, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000 with 4-year tail coverage starting upon completion of all Services, as determined by the County. Consultant's professional liability policy should not have an exclusion for environmental compliance management or construction management professionals.

13.6.2 In the event that Consultant employs professional engineering or land surveyor services for performing field engineering or preparing design calculations, plans, and specifications, Consultant shall require the retained engineers and land surveyors to carry professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors, or omissions in connection with professional services to be provided under this Contract.

13.7 Other Requirements

13.7.1 The required insurance limits identified in Sections 13.4 and 13.5, above may be satisfied by a combination of a primary policy and/or Umbrella or Excess Liability Insurance policy. Consultant shall require each lower-tier sub-consultant to comply with all insurance requirements appropriate for its scope of Services, and any deficiency shall not relieve Consultant of its responsibility herein. Upon written request, Consultant shall provide County with copies of lower-tier sub-consultant certificates of insurance.

13.7.2 Providing and maintaining adequate insurance coverage is a material obligation of Consultant. County has no obligation or duty to advise Consultant of any non-compliance with the insurance requirements contained in this Section. If Consultant fails to obtain and maintain all of the insurance coverages required herein, Consultant shall indemnify and hold harmless the Additional Insureds from and against any and all Claims that would have been covered by such insurance had Consultant complied with its obligations herein.

13.7.3 County reserves the right to adjust the above minimum insurance requirements or require additional insurance coverages to address other insurable hazards.

ARTICLE XIII GENERAL CONSIDERATIONS

13.1 Independent Contractor

Consultant shall act as an independent consultant and not as an employee, agent or servant of the County in performing all Services and activities under this Agreement. Consultant shall at all times and in all places maintain complete control over its employees and all of its Subcontractors. Nothing contained in this Agreement shall create any contractual relationship between any such Subcontractor and the County. Consultant shall perform all Services in accordance with the requirements of this Agreement and in accordance with its own means and methods subject to compliance with this Agreement. 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.

13.2 Taxes

13.2.1 Consultant shall pay and be solely responsible for any and all taxes, levies, duties and assessments of every nature which may be applicable to any Services performed under this Agreement, including, without limitation, any tax that Consultant is required to deduct or withhold from any amount payable under this Agreement and shall make all payroll deductions and withholdings required by law. Consultant herein indemnifies and holds the County harmless from any liability on account of any and all such taxes, levies, duties and assessments. The indemnity provision of this Paragraph 13.2 shall survive the expiration or earlier termination of this Agreement. Consultant may not use County's tax-exempt status unless specifically authorized in writing in advance.

13.2.2 Foreign Entity Tax Withholding. Amounts due to certain foreign persons or entities may be subject to backup withholding taxes under federal law. If Consultant is a foreign person or entity that is required to complete Internal Revenue Service ("IRS") Form W-8ECI, Consultant shall provide County a copy of Consultant's current Form W-8ECI prior to issuance of any invoice or payment under this Agreement. If Consultant fails to timely provide a completed, current Form W-8ECI, County will withhold all backup withholding taxes from the amounts due Consultant, remit such sums to the IRS, and pay Consultant only the remainder. County makes no representation regarding the tax treatment of amounts due to Consultant, and Consultant releases and holds County harmless from any claims or damages in any way relating to or arising from any tax withholding by County pursuant to this section.

13.3 Publicity and Advertising

13.3.1 Consultant shall not make any announcement or release any information or publish any photographs concerning this Agreement, or the Services or any part thereof, to any member of the public, press or any official body, unless prior written consent is obtained from the County.

13.3.2 Use of the County Seal or County Logo is strictly prohibited. In accordance with, County Ordinance 92-2 and County Administrative Policy 101.3, Consultant may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal or Logo without express written approval of the Board of County Commissioners of St. Johns County, Florida.

13.4 Examination of Consultant's Records

The County or its authorized representative shall, for a minimum of five (5) years after expiration or termination of this Agreement (or until resolution of any audit findings, whichever is longer), have access to, and the right to examine any directly pertinent books, documents, papers and records of Consultant involving transactions relating to this Agreement, and to make copies, excerpts and transcriptions thereof. If any such examination reveals that Consultant has overstated any component price, Task Order, Change Order, Claim, or any other County payment obligation arising out of this Agreement, then Consultant shall, at the election of the County, either immediately reimburse to the County or offset against payments otherwise due Consultant, the overstated amount plus interest. The foregoing remedy shall be in addition to any other rights or remedies the County may have.

13.5 Governing Law & Venue

This Agreement shall be governed by the laws of the State of Florida. Venue for any administrative and/or legal action arising under the Agreement shall be St. Johns County, Florida.

13.6 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 this Agreement in any manner whatsoever.

13.8 Assignment and Arrears

13.8.1 Neither the County nor the Consultant shall assign, transfer, or encumber its interest in this Agreement without the written consent of the other Party. Any assignment, transfer, encumbrance or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit the non-assigning Party to immediately terminate this Agreement, in addition to any other remedies available to the non-assigning Party at law or in equity. County reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to the County to reasonably compensate it for the performance of any such due diligence.

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

13.9 Severability

If a court deems any provision of the Agreement void, invalid or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

13.10 Section 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.

13.11 Disclaimer of Third-Party Beneficiaries

Both the County and the Consultant explicitly agree, and this Agreement explicitly states that no third-party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

13.12 No Waiver; Course of Dealing

The delay or failure by the County to exercise or enforce any of its rights or remedies under this Agreement shall not constitute or be deemed a waiver of the County's right thereafter to enforce those rights or remedies, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The conduct of the parties to this Agreement after the Effective Date shall not be deemed a waiver or modification of this Agreement. 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.

13.13 No Waiver of Sovereign Immunity

Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance and obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

13.14 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 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.

13.15 Execution in Counterparts

This Agreement may be executed in counterparts, each of which shall be an original document, and all of which together shall constitute a single instrument. The parties may deliver executed counterparts by e-mail transmission, which shall be binding. In the event this Agreement is executed through a County-approved electronic signature or online digital signature service (such as DocuSign), such execution shall be valid, effective and binding upon the party so executing. Execution and delivery of an executed counterpart of this Agreement and/or a signature page of this Agreement by electronic image scan transmission (such as a "pdf" file) or through a County approved electronic signature service will be valid and effective as delivery of a manually executed counterpart of this Agreement.

13.16 Entire Agreement

This Agreement, together with the Contract Documents for the Services, constitutes the entire Agreement between County and Consultant relating to the subject matter hereof and supersedes all prior or contemporaneous Contracts, negotiations, discussions and understandings, oral or written.

13.17 Modifications, Amendments, Waivers and Extensions

This Agreement may not be modified, amended, changed or supplemented, nor may any obligations hereunder be waived or extensions of time for performance granted, except by written instrument signed by Authorized Representatives of both parties. No waiver of any default or breach of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding default or breach thereof or of any other agreement or provision herein contained. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.

13.18 Survival

The provisions of the Contract Documents which by their nature survive termination of the Contract, including without

limitation all warranties, indemnities, insurance, taxes, enforcement costs, payment obligations, and the County's right to audit Consultant's books and records, shall in all cases survive the expiration or earlier termination of this Agreement.

13.19 Convicted and Discriminatory Vendor Lists

Consultant warrants that neither it nor any Sub-consultant is currently on the convicted vendor list or the discriminatory vendor list maintained pursuant to Sections 287.133 and 287.134 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. Consultant shall immediately notify the County in writing if its ability to perform is compromised in any manner during the term of this Agreement.

13.20 Scrutinized Companies Lists

Section 287.135 of the Florida Statutes prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from contracting with companies for goods or services of \$1,000,000 or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to §215.473 and §215.4725, F.S. By execution of this Agreement, Consultant certifies that it is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria, and understands that pursuant to §287.135, F.S., the submission of a false certification may subject Consultant to civil penalties, attorney's fees, and/or costs. In accordance with §287.135, F.S., the County may terminate this Agreement if a false certification has been made, or the Consultant is subsequently placed on any of these lists, or engages in a boycott of Israel or is engaged in business operations in Cuba or Syria.

13.21 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 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 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 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 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.

13.22 Nondiscrimination

The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, political affiliation, disability, age, or sex (including sexual orientation and gender

identity/expression) pregnancy, marital status or national origin (including limited English proficiency). Consultant shall include the foregoing or similar language in its contracts with any Sub-consultants.

13.23 Drug Free Workplace

To the extent required under the Drug-Free Workplace Act (Chapter 112, Florida State Statutes), Consultant certifies that it has and will maintain a drug-free workplace program for the duration of this Agreement.

13.24 Public Records

13.24.1 To the extent Consultant is acting on behalf of the County, Consultant shall comply and shall require all of its sub-consultants to comply with the State of Florida's Public Records Statute (Chapter 119), specifically to:

- (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 Applicable 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 expiration of this Agreement, or earlier termination thereof, if Consultant does not transfer the records to the County; and
- (4) Upon completion of this Agreement, or earlier termination thereof, transfer, at no cost, to the County all public records in possession of Consultant or keep and maintain for inspection and copying all public records required by the County to perform the Services.

13.24.2 If Consultant, upon expiration of this Agreement or earlier termination thereof:

i) transfers all public records to the County, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements; and ii) keeps and maintains public records, Consultant shall meet all Applicable Law and 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.

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

IF 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: (904) 209-0805, PUBLICRECORDS@SJCFL.US, 500 SAN SEBASTIAN VIEW, ST. AUGUSTINE, FLORIDA 32084

13.25 Enforcement Costs

If any legal proceeding, lawsuit, or action is instituted in connection with any dispute, breach, default, misrepresentation or controversy arising out of this Agreement or the enforcement of any right hereunder, the prevailing party will be entitled to recover, in addition to actual costs, such sums as the court may adjudge reasonable as attorney fees, including fees on any appeal.

13.26 Contingency Fee

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. Failure by Consultant to comply with the requirements of this section shall be grounds for immediate,

unilateral termination of this Agreement by the County.

13.27 Written Notice

Any and all notices, requests, consents, approvals, demands, determinations, instructions, and other forms of written communication (“Notices”) under this Agreement shall be validly given when delivered as follows:

- i. Hand delivered to Consultant’s Authorized Representative or hand delivered during normal business hours and addressed as shown below, or
- ii. Delivered by U.S. Mail or commercial express carrier, (postage prepaid, delivery receipt requested), to the following addresses:

St. Johns County
500 San Sebastian View
St. Augustine, FL 32084
Attn: Jaime Locklear, Asst. Director,
Purchasing & Contracts
Email: jlocklear@sjcfl.us

PQH Group Design
4141 Southpoint Dr. E, Suite 200
Jacksonville, FL 32216
Attn: Ricardo Quinones
Email Address: quinonesr@pqh.com

With a copy to:

St. Johns County
Office of the County Attorney
500 San Sebastian View
St. Augustine, FL 32084
Email: dmigut@sjcfl.us

Notices shall be deemed to have been given on the date of delivery to the location listed above without regard to actual receipt by the named addressee. The County may also send copies of Notices by email transmission. Any such email transmission from the County is for informational purposes only. County and Consultant may each change the above addresses at any time upon prior written notice to the other party.

13.28 Non-Exclusive Right

Consultant has no exclusive right to provide the Services required within this Agreement. The County may at its sole discretion contract with others to perform the same duties or any part of the Services.

13.29 Truth-In-Negotiation Representation

By execution of this Agreement, Consultant hereby certifies that, in accordance with Florida Statutes, Section 287.055(5)(a), the wage rates and other factual unit costs supporting the compensation under this Agreement are accurate, complete and current as of the date of entering into this Agreement. The Parties agree that the County may adjust the original Agreement price and any additions thereto to exclude any significant sums by which the County determines the Agreement price was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs.

The authorized representatives hereto have executed this Agreement effective as of the Effective Date. Consultant's authorized representative executing this Agreement represents that he or she is duly authorized to execute this Agreement on behalf of Consultant.

County

St. Johns County (Seal)
(Typed Name)

By: _____
(Signature of Authorized Representative)

Jaime T. Locklear
(Printed Name)

Assistant Director of Purchasing & Contracts
(Title)

(Date of Execution)

Consultant

_____ (Seal)
(Typed Name)

By: _____
(Signature of Authorized Representative)

(Printed Name)

(Title)

(Date of Execution)

ATTEST:
St. Johns County, FL
Clerk of Circuit Court and Comptroller

By: _____
(Deputy Clerk)

(Date of Execution)

Legally Sufficient:

(Office of County Attorney)

(Date of Execution)

CONSULTANT'S FINAL RELEASE AND WAIVER OF LIEN

Owner: St. Johns County (hereafter "County")	County Department/Division:
Agreement No.:	Consultant Name:
Project:	Consultant Address:
Project Address:	Consultant License No.:
Payment Amount:	Amount of Disputed Claims:

The undersigned has been paid in full for all Services provided to the Project or to the County and does hereby waive and release any notice of lien, any right to mechanic's lien, any bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to a claim or payment rights the undersigned has on the above described Project, except for the payment of Disputed Claims, if any, described below.

The undersigned warrants that he or she either has already paid or will use the monies received from this final payment to promptly pay in full all of its Sub-consultants or anyone else acting for, on behalf of, or at the request of Sub-consultant for all Services provided for or to the above referenced Project.

Before any recipient of this document relies on it, the recipient should verify evidence of payment to the undersigned.

Disputed Claims: The following invoices, pay applications, retention, or extra Services are reserved by undersigned from this final payment (if there are no Disputed Claims enter "**None**"):

Signed this __ day of _____, 2022

Consultant Name

By:

Signature

Printed Name

Title

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT TO THE EXTENT OF THE PAYMENT AMOUNT OR THE AMOUNT RECEIVED.



St. Johns County Board of County Commissioners

Purchasing Division

NOTICE OF INTENT TO AWARD

November 4, 2022

RFP No: 23-03; Facility Needs Assessment Plan

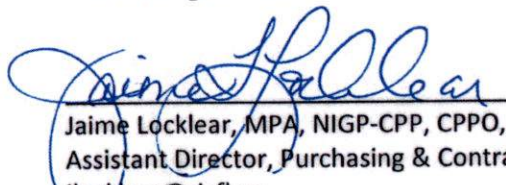
St. Johns County hereby issues this Notice of Intent to Award a contract, upon successful negotiations, with PQH Group Design, Inc., as the highest ranked firm, based upon evaluation of submitted Proposals under RFP 23-03.

Any actual Bidder, Proposer or Supplier who is aggrieved in connection with the Notice of Intent to Award a Contract, where such grievance is asserted to be the result of a violation of the requirements of the St. Johns County Purchasing Policy and associated procedures, or any applicable provision of law by the officers, agents, or employees of the County, may file a Protest to the Assistant Director of Purchasing & Contracts. The Protest must be made in writing and filed by 4:00PM on the fifth business day following the date of the posting of the Notice of Intent to Award, and must be submitted in accordance with Section 13, SJC Purchasing Policy.

Should no Protest be received in response to this Notice, the County will proceed with negotiations, and upon successful negotiations, award of a Contract in accordance with SJC Purchasing Policy.

Please forward all correspondence, requests or inquiries directly to Jordy Fusco, Procurement Coordinator, via email at mfusco@sjcfl.us or phone at 904-209-0164.

St. Johns County, FL
Board of County Commissioners
Purchasing Division


Jaime Locklear, MPA, NIGP-CPP, CPPO, CPPB
Assistant Director, Purchasing & Contracts
jlocklear@sjcfl.us
(904) 209-0158 - Direct

Date: 11/4/2022

PART V: ATTACHMENTS / FORMS

RFP 23-03; FACILITY NEEDS ASSESSMENT PLAN

COVER PAGE

SUBMIT ONE (1) HARD-COPY ORIGINAL PROPOSAL, AND
ONE (1) EXACT ELECTRONIC PDF COPY OF THE SUBMITTED PROPOSAL ON USB DRIVE
(CD/DVD NOT ACCEPTABLE)
IN A SEALED ENVELOPE OR CONTAINER TO:

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

FULL LEGAL NAME OF RESPONDENT: PQH Group Design, Inc.

MAILING ADDRESS: 4141 Southpoint Drive East Suite 200, Jacksonville, FL. 32216

POINT OF CONTACT NAME & TITLE: Ricardo Quiñones, AIA, LEED AP BD+C, President

CONTACT EMAIL ADDRESS: quinonesr@pqh.com

DATE: 10/20/2022

October 20, 2022

Malinda "Jordy" Fusco
Procurement Coordinator
St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine FL 32084

Re: RFQ NO. 23-03: Facility Needs Assessment Plan

Selection Committee:

PQH Group Design, Inc. is pleased to submit this letter of interest and qualifications to provide Architectural design services and Facility Needs Assessments for SJC Constitutional Offices.

PQH, headquartered in Jacksonville Florida, is a Full Service Professional Design Firm with the knowledge and experience of providing professional design solutions to our local, state, and federal clients. Founded in 1982, PQH has grown to include six principals and a strong, committed support staff which includes Architects, Interior Designers, and General Contractors. With a history spanning over 40 years, PQH is Jacksonville's 5th largest Architectural Firm as ranked by JBJ. Our company is made up of 28 staff members, including 9 Registered Architects, 2 Construction Administrators, 1 Interior Designer, 11 Architectural Associates & Designers, and 4 Administrative staff.

PQH is a firm dedicated to providing quality architectural design and services to our clients. Our principals are committed to each project and are an integral part of the team proposed for this project. We are accustomed to responding to project requirements with strong accuracy and quality control. The firm possesses the talent and expertise to undertake all job phases from design, planning and through project completion.

Our business philosophy is rooted in our belief that good work translates into lasting relationships and repeat business. We pride ourselves in doing good work and that professional ethic has resulted in great, long lasting relationships with many clients, including an ongoing working relationship with SJC that has spanned over twenty plus (20+) years. Given our past working history with the County, PQH would be proud to assist the County with the services required to prepare a **Facility Needs Assessment Plan** to best identify what the County's unmet needs are and to forecast where resources should be utilized. The development of a Facility Needs Assessment Plan will allow for a focused approach to identifying where new facilities are needed and which existing facilities should be expanded and/or renovated in order to better serve the residents of St. Johns County.

Our proposed design team includes **Facility Optimization Solutions (FOScore)**, a National leader in the field of Facility Data Collection and Management, as well as **Mcveigh and Mangum (Now IMEG) Engineers/MME**, a National Firm with a local presence in North East Florida with whom PQH has had extensive experience, working on over 300 projects, including close to 30 projects with SJC.

Please do not hesitate to contact us should you have any questions or need additional information.

Cordially,



Ricardo Quinones, AIA, LEED AP® BD+C President
Primary Point of Contact
quinonesr@pqh.com

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 - 4 APPROACH TO SERVICES**
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 - 8 ADMINISTRATIVE INFORMATION**
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SECTION 2

QUALIFICATIONS: COMPANY & STAFF

- **Company Profiles**
 - **Organizational Chart**
 - **Resumes**
 - **Attachment "E"**
 - **Licenses**
 - **insurance**
-

Section 2: PQH Company Profile

COMPANY OVERVIEW - Architecture, Interior Design & Planning

PQH GROUP...*In a Nutshell*

Address:

4141 Southpoint Drive East
Jacksonville, Florida 32216

Form of Ownership:

Private

Years in Business:

40 Years

Staff:

27 Employees

Primary Contact:

Ricardo E. Quinones, AIA
P: 904.224.0001
F: 904.224.0023
E: quinonesr@pqh.com
W: www.pqh.com

Principals:

Ricardo E. Quinones - President
Jose Perez - Vice President
Rob Hoenshel - Vice President
Frank Ringhofer Jr. - Vice President
Aldo Minozzi - Vice President
Chris Kaye - Vice President

PQH GROUP... *By the Numbers*

40 Years of
Design Service

Of Business from
repeat clients **80%**

+\$60M Projects Designed
Annually

Florida Certified **MBE**

+100 Government Agency
Projects & Buildings

PQH Group headquartered in Jacksonville Florida, is a Full Service Professional Design Firm with the knowledge and experience of providing professional design solutions to our local, state, and federal clients. Founded in 1982, PQH has grown to include six principals and a strong, committed support staff which includes Architects, Interior Designers, and General Contractors. With a history spanning over 40 years, PQH Group is Jacksonville's 6th largest Architectural Firm as ranked by JBJ. Our broad depth of experience, collaborative design approach, proactive leadership and emphasis on communication give us the capabilities to offer customized solutions for even the most demanding needs of our clients. We pride ourselves on providing personal attention to each client with key personal remaining with the project through completion.

With the addition on 3 new partners in the last 6 years, PQH looks forward to the future with the same drive and determination of the initial founders. Along with new partners come new ideas, new clients and new market areas that provide the foundation for the company to continue growing and taking on new challenges.

We Listen, We Plan and we're here to serve you.

Section 2: McVeigh & Mangum Company Profile



Company Profile

McVeigh & Mangum Engineering, Inc. (MME) was established in 1991 with the objective of providing quality engineering services and establishing enduring client relationships, while strictly adhering to our established core values, which include client satisfaction, integrity, and the consistent production of quality products. Although recognized by our peers and clients as an industry leader, we continue to aspire to greater heights.

MME is a full-service engineering firm offering our clients Structural, Mechanical, Electrical, Plumbing, Fire Protection, Technology, and LEED design services. We also offer Commissioning and Threshold Inspection services when required. In addition, MME provides a wide range of Building Information Modelling (BIM) related services, including existing conditions data collection services through our in-house 3-D scanning team, virtual design and construction services, and BIM integrated facility management services.

Design Capabilities include:

- Structural
- Mechanical
- Electrical
- Plumbing
- Fire Protection
- Commissioning
- Technology
- LEED
- BIM
- BIM-FM
- 3-D Scanning
- Low Voltage

MME has served clients on projects of all sizes and scopes, and across many different markets, including healthcare, multifamily and mixed-use, hospitality, federal, state, and local government projects, commercial, education, institutional, senior living, religious, retail, and other sectors. We continue to be intentional in achieving our objective to build on our foundation of dedication to quality and customer service that has brought us this far.

Project Diversity and Engineering Expertise reaches Multiple Sectors:

- Religious
- Renovations
- Retail
- Senior Living
- Industrial
- Medical
- Military
- Multifamily
- Commercial
- Educational
- Governmental
- Hospitality

In order to provide an expanded menu of services to our clients, on May 1, 2022, MME joined the IMEG Corp family. This merger allows us to now offer additional services such as Security Design, Acoustic Design, Medical Equipment Planning, Parking Planning and Design, Civil Engineering services, and Process Engineering, to name a few. In addition, MME can now offer a greater breadth and depth of experience in the engineering disciplines MME is known for. With over 60 locations throughout the US and 1,900 employees, IMEG has achieved a stellar reputation and is currently ranked among the nation's Top 10 Engineering Firms. Most importantly, IMEG shares MME's passion for client satisfaction.

STRUCTURAL • MECHANICAL • ELECTRICAL • PLUMBING • BIM • COMMISSIONING • TECHNOLOGY
ATLANTA, GA • CHARLOTTE, NC • JACKSONVILLE, FL • RALEIGH, NC | www.mcveighmangum.com | (888) 493-9121

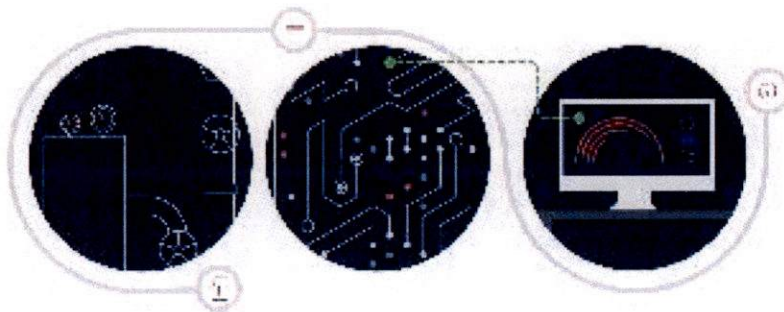




Facility Condition Assessment (FCA) & Capital Planning Platform

Physical asset management in your pocket.

FOScore is an industry leader for providing facility condition assessments (FCAs) and capital investment strategy consulting. FOS consultants are subject matter experts that help organizations understand property portfolios and extend asset lifecycles. Our team has developed the FOScore® facility assessment and capital planning platform by leveraging years of experience from multiple perspectives. The FOScore® platform enables efficient FCAs, powerful data analysis, and defensible capital planning processes for our clients. We help organizations create centralized, web-based repositories for facilities information to drive informed decision making.



Interactive Facility Inventory Functionality includes -

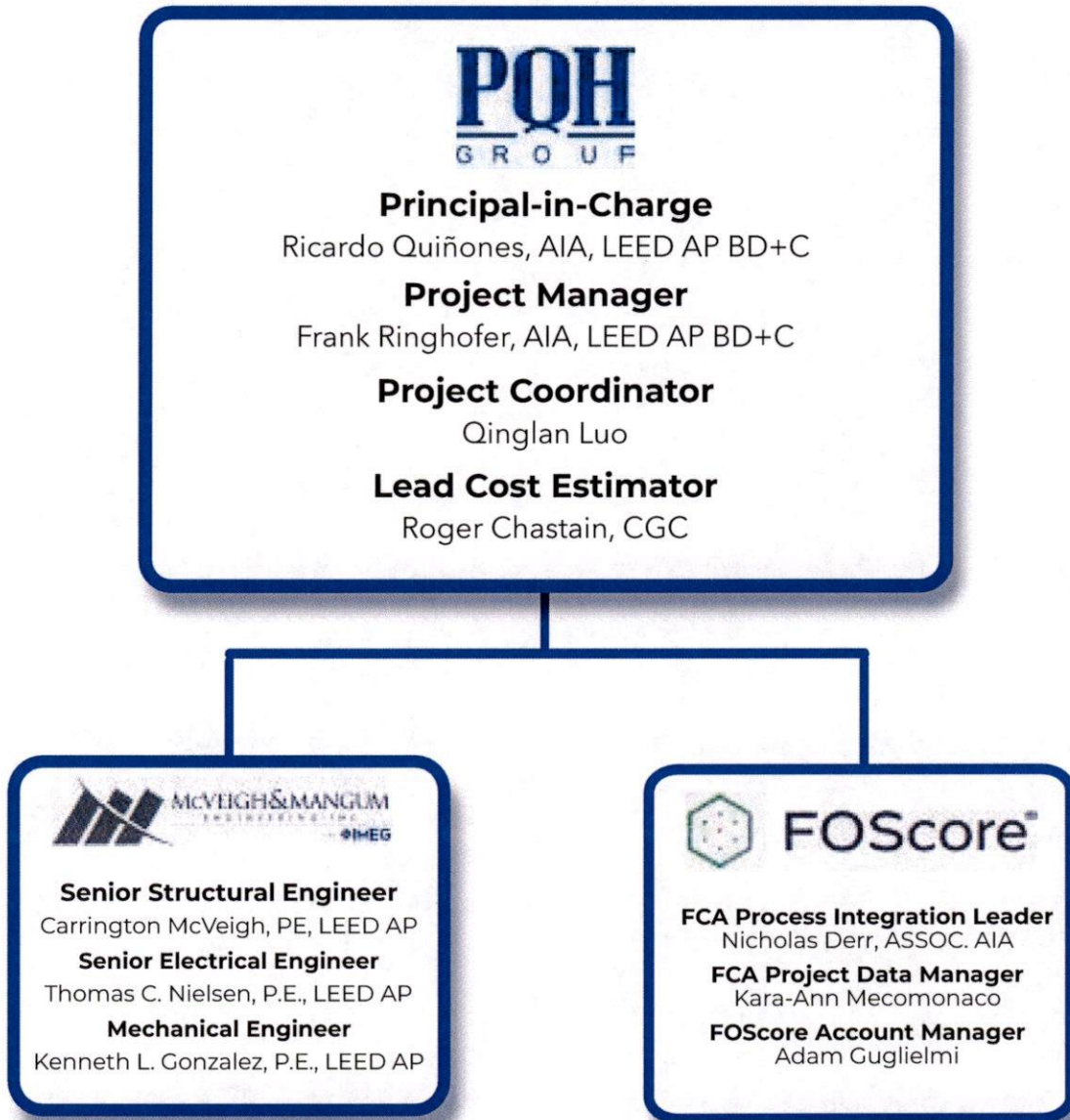
- FCA data collection
- Cost estimating
- Needs prioritization
- Photo & file storage
- Asset inventory & tagging
- Dashboards & reports
- Project & capital plan development
- Energy conservation measures
- Automated portfolio aging
- Facility benchmarking

Our built-in features don't stop there.

The SaaS structure ensures continuous updates and added functionality at no cost to clients.

Section 2: Organizational Chart

St. Johns County Facility Needs Assessment Plan



Section 2: Resumes

**Ricardo E. Quiñones, AIA,
LEED®AP BD+C**

*Principal-in-Charge
Years of Experience: 41
(36 years with PQH)*

Education

MA, Architecture, University of Illinois, 1981
BS, Architectural Studies, University of Illinois, 1978



Registration

Registered Architect, FL #9765, GA, TX, AZ, TN, NCARB #48953. LEED Accredited Professional

RICARDO E QUINONES, AIA, LEED AP BD+C, is the Director of Design, responsible for programming, schematics and implementation of design through construction documents. Highly respected for his work ethic, Ricardo has been honored for his dedication to the profession and the community by the American Institute of Architects in Jacksonville. His dedication and devotion are evident in his work, in the community, and with his family. It is these traits, along with his ability to assess situations, which have fostered many satisfied clients.

St. Johns County Existing Facility Needs Assessment
St. Johns County, FL

FSCJ 5-Campus Needs Assessment & Master Plan
Jacksonville, FL

St. Johns County Continued Services Contract
St. Johns County, FL

Jacksonville University Facility Needs Assessment
Jacksonville, FL

St. Johns County Health Center
St. Johns County, FL

St. Johns County Administration Complex
St. Johns County, FL

St. Johns County Emergency Operation Center
St. Johns County, FL

**St. Johns County Supervisor of Elections Additions/
Renovations**
St. Johns County, FL

**Jacksonville University Health Science Academic
Building**
Jacksonville, FL

**FSCJ North Campus Dental Program
Renovation**
Jacksonville, FL

SJC Facility Needs Assessment Plan

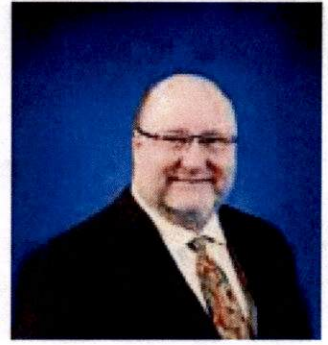


**Frank M. Ringhofer, Jr., AIA,
LEED®AP BD+C**

*Project Manager
Years of Experience: 37
(20 years with PQH)*

Education

BA, Kansas State University
Danish International
Architectural Program,
University of Copenhagen



Registration

Registered Architect, FL #16446, AZ, MI

FRANK M. RINGHOFER, JR., AIA, LEED AP BD+C, is the Project Manager and his expertise includes project design, programming; presentation; document production; specifications, training and mentoring of architectural personnel. During his 30 plus years of experience, his responsibilities have included project management, construction administration, design, specification writing, and cost analysis, coordination between the architectural and engineering disciplines, quality reviews, and delivery of a quality product within the construction budget.

St. Johns County Continued Services Contract
St. Johns County, FL

FSCJ 5-Campus Needs Assessment & Master Plan
Jacksonville, FL

St. Johns County Health Center
St. Augustine, FL

St. Johns County Administration Complex
St. Augustine, FL

St. Johns County Emergency Operation Center
St. Johns County, FL

St. Johns County Courthouse Renovations Phase 1 & 2
St. Johns County, FL

St. Johns County Warehouse Improvements
St. Johns County, FL

**Jacksonville University Health Science Academic
Building**
Jacksonville, FL

Jacksonville University Lazarra Building
Jacksonville, FL

Jacksonville University Lacrosse Fieldhouse
Jacksonville, FL

**FSCJ North Campus Dental Program
Renovation**
Jacksonville, FL



Section 2: Resumes

Qinglan Luo

Project Coordinator

Years of Experience: 5 (3 with PQH)

Education

BS Interior Design,
University of Cincinnati
Masters of Architecture,
Rensselaer Polytechnic Institute



QINGLAN LUO, is an Architectural and Interior Designer. She has worked in both commercial and residential design settings, with a focus on assistant facilities, senior living facilities and other commercial renovation projects. She identifying improved approaches and enhanced solutions to design challenges are activities that drive and inspire her and she believes that communication is the key to satisfying the users that she's designing for.

St. Johns County Existing Facility Needs Assessment
St. Johns County, FL

St. Johns County Library Design Criteria Package
St. Johns County, FL

Jacksonville Classical Academy
Jacksonville, FL

American House Bonita Springs
Bonita Springs, FL

Beachwood Apartments Renovation
Jacksonville, FL

Sable Palms Apartment Renovation
Jacksonville, FL

The Arc Village of Jacksonville - Group Home
Jacksonville, FL

Bernhardt One Path Diagnostics
Jacksonville, FL

Jacksonville University Lazzara Renovation
Jacksonville, FL

Jacksonville Classical Academy
Jacksonville, FL

Wreckers Cay Apartments
Big Coppitt Key - Key West, FL

Roger Chastain, CGC

Cost Estimator

Years of Experience: 31
(6 years with PQH)

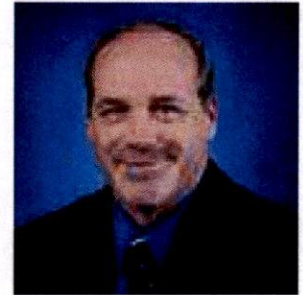
Education

OSHA 10-HR Certified
OSHA 30-HR Certified

Registration

License: CGC1518354

Chair Commercial Builders Council of Jacksonville



ROGER CHASTAIN, CGC, expertise incorporates full responsibility in cost control, value engineering, and time and quality assurance through both the design and construction phases of projects. Over the past twelve years in his role as a cost estimator and Construction Administrator, Mr. Chastain has overseen \$335 million in building construction. He is accountable for the oversight of project managers and their responsibilities in maintaining contractor/owner relationships, subcontractor control, budget maintenance, scheduling, submittal processing, and overall success of the project.

St. Johns County Continued Services Contract
St. Johns County, FL

St. Johns County Administration Complex
St. Johns County, FL

Borland Groover Ambulatory Surgery Center & Outpatient Clinic
St. Augustine, FL

Timberlin Elementary School*
St. Johns County, FL

Flagler Commons & Garage
St. Augustine, FL

St. Joseph's Catholic Church
Jacksonville, FL

St. Joseph's Historic Church
Jacksonville, FL

Jacksonville Classical Academy
Jacksonville, FL

Embry Riddle Aeronautical University, Phase I, II, III
Daytona Beach, FL



Section 2: Resumes

Carrington McVeigh, P.E., LEED AP

*Senior Structural Engineer
Years of Experience: 30
(30 years with McVeigh &
Mangum)*

Education

BS in Civil Engineering,
Virginia Military Institute
ME in Civil Engineering,
University of Virginia MBA in Business Administration,
University of North Florida

Registration

Registered in the States of AL, FL, GA, IN, KY, LA, MD, MS,
NC, OH, OK, SC, TX, and VA.
LEED Accredited Professional

CARRINGTON MCVEIGH, P.E., LEED AP, has experience in the design of commercial, educational, industrial, governmental, medical, retail, and residential buildings, in structural steel, wood, reinforced concrete, in masonry and pre-stressed concrete, in the inspection and renovation of existing structures, in bridge design and in the design of unique structures. Responsible for all aspects of structural engineering, including analysis, design, investigation, inspection, construction document preparation, in cost estimating and in construction administration.

St. Johns County Health Department

St. Johns County, FL

St. Johns County Courthouse Improvements

St. Johns County, FL

Flagler Hospital Murabella MOB Structural Assessment

St. Augustine, FL

Sable Palms Structural Assessment

Jacksonville, FL

Palm Coast City Hall

Palm Coast, FL

Annie R. Morgan Elementary Floor Assessment

Jacksonville, FL

Federal Reserve Bank Concrete Slab Assessment

Jacksonville, FL

St. Johns County Facilities -- 2104 Inman Road

St. Johns County, FL

Duval County Courthouse

Jacksonville, FL



Thomas C. Nielsen, P.E., LEED AP

*Electrical Engineer
Years of Experience: 37
(23 years with McVeigh &
Mangum)*

Education

Bachelor in Electrical
Engineering, Georgia Institute
of Technology

Registration

Registered Professional Engineer in AL, AK, AZ, AR, CA,
DE, FL, GA, KS, KY, LA, MD, MA, NV, NY, NC, OH, PA, and
SC.

LEED Accredited Professional

THOMAS C. NIELSEN, P.E., LEED AP

Experienced in the design of power distribution, UPS and diesel generator emergency power systems, lighting applications, fire alarm, security and lightning protection systems. Project types include commercial, educational, retail, industrial, medical/research, institutional, and governmental facilities.

University Park Library

Jacksonville, FL

Sea Grove Library

St. Johns County, FL

Bluford Library - NC A&T State University

Greensboro, NC

Davidson Towne Library

Davidson, NC

Beverly Hills Community Center Renovation

Jacksonville, FL

Charles Clark Community Center

Jacksonville, FL

Jewish Family & Community Center

Jacksonville, FL

Robert Kennedy Community Center

Jacksonville, FL

Reed Community Center

Jacksonville, FL

North Shore K-8 School

Jacksonville, FL



Section 2: Resumes

**Kenneth L. Gonzalez, P.E.,
LEED AP**

*Mechanical Engineer
Years of Experience: 22
(2 years with McVeigh &
Mangum)*

Education

Bachelor in Mechanical
Engineering, University of
South Alabama

Registration

Registered Professional Engineer in AL, AR, CA, CO, DC,
FL, GA, KS, KY, MD, MI, MS, NC, NJ, NV, OH, SC, TN, TX,
VA, and WA
LEED Accredited Professional

KENNETH L. GONZALEZ, P.E., LEED AP

Mechanical engineer and project manager with 20 years of
design and management experience, specializing in HVAC
and plumbing systems for a wide range of building projects.

Clyde Atkins U.S. Courthouse
Miami, FL

Cumming City Center
Cumming, GA

Christ Church Educational Building Addition
Jacksonville, FL

Former City Hall
West Palm Beach, FL

Flagler College
St. Augustine, FL

FSCJ North Campus Dental Clinic
Jacksonville, FL

Sheriff's District 2 Administration & Operations Complex
Flagler County, FL

St. Joseph's Catholic Church
Jacksonville, FL

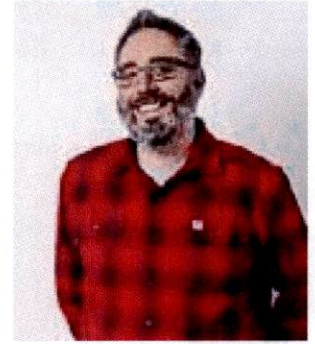


Nicholas Derr, ASSOC. AIA

*FCA Process Integration
Leader
Years of Experience: 20*

Education

BA in Architecture, Syracuse
University



NICHOLAS DERR, ASSOC. AIA, is a third-generation
builder, designer, consulting facility planner, and software
implementation specialist. With over 20 plus years of
technically focused experience, he excels at creating data-
centered programs that empower clients to realize new goals.
Nick is responsible for engaging FOS clients as a partner
in the total process, ensuring stakeholder satisfaction and
valid results - all while driving meaningful and measurable
improvements in the built environment throughout our
communities.

Brevard Public Schools Facility Condition Assessment
Viera, FL

City of Buffalo Facility Assessment
Buffalo, NY

City of Greeley Facility Condition Assessment
Greeley, CO

**City of Urbana Facility Condition Assessment &
Structural/Seismic Evaluations Assessment**
Urbana, IL

**City of Santa Rosa Facility Condition Assessment &
Structural/Seismic Evaluations Assessment**
Santa Rosa, CA



Section 2: Resumes

Kara-Ann Mecomonaco
FCA Project Data Manager
Years of Experience: 10



Education

BA in Computer Information Systems, State University of New York at Fredonia

KARA-ANN MECOMONACO, Influenced by her software development, support, and leadership experience, Kara is an information technology specialist focused on custom software reporting mechanisms for diverse clients with complex portfolios. Her work spans all key phases of the design process and she takes pride in helping our clients think about tech utilization in exciting new ways. Her passion, ideas, and skills easily translate to the on-site training she provides. Kara's intimate understanding of the FOScore® software enhances the accessibility of client data and the integration of its web-based and handheld device functionality to optimize client usability. She has also guided the FOS team over the last ten years with integrations and uploads with dozens of different software platforms.

Brevard Public Schools Facility Condition Assessment
Viera, FL

City of Buffalo Facility Assessment
Buffalo, NY

City of Greeley Facility Condition Assessment
Greeley, CO

City of Urbana Facility Condition Assessment & Structural/Seismic Evaluations Assessment
Urbana, IL

City of Santa Rosa Facility Condition Assessment & Structural/Seismic Evaluations Assessment
Santa Rosa, CA

Adam Guglielmi
FOScore Account Manager
Years of Experience: 18



Education

BA, Canisius College
MBA, Canisius College

ADAM GUGLIELMI, is the FOS Client Relationship Manager, serving clients in higher education, K-12, healthcare and commercial segments nationwide. Adam has served over 900 companies in the construction industry over the last 6 years, providing key stakeholders and staff guidance and education in using industry-focused software tools to help grow and strengthen their business, achieve their goals, and overcome their challenges. For over 18 years, Adam has had the pleasure of building strong relationships with clients and working with them to generate meaningful solutions using a well-defined and consistent, client needs-based engagement process where Adam is a client's go-to trusted advisor and guide.

Town of Amherst Instruction & Support
Amherst, NY

Westfield State University Instruction & Support
Westfield, MA

A.T. Still University Instruction & Support
Kirkville, MO

Colorado Mesa University Facility Condition Assessment
Grand Junction, CO



Section 2: Claims

RFP 23-03; FACILITY NEEDS ASSESSMENT PLAN

ATTACHMENT "E" 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 subcontractor) or been sued by or had a formal claim filed by an owner, subcontractor 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)

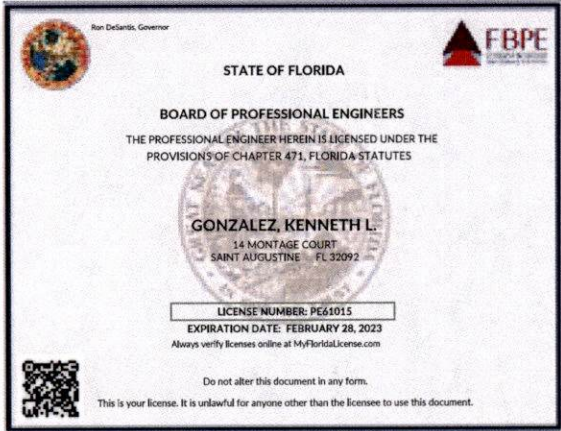
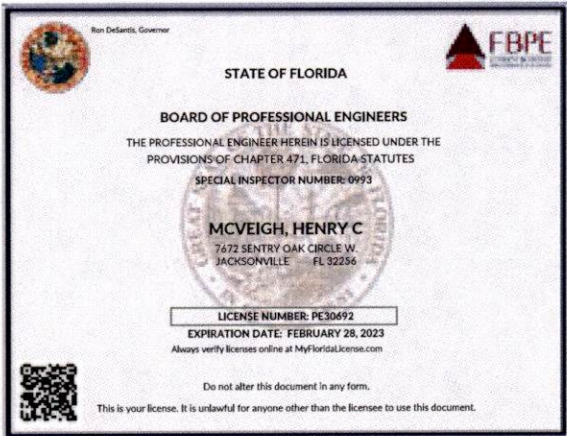
Section 2: Licenses

PQH



Section 2: Licenses

McVeigh & Mangum



Section 2: Insurance

Client#: 1048774	PQHGR0	DATE (MM/DD/YYYY) 5/31/2022														
ACORD™ CERTIFICATE OF LIABILITY INSURANCE																
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).</p>																
PRODUCER USI Insurance Services, LLC 2502 N Rocky Point Drive Suite 400 Tampa, FL 33607	CONTACT NAME: PHONE (A/C, No, Ext): 813 321-7500 FAX (A/C, No): E-MAIL: ADDRESS: <hr/> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center; border-bottom: 1px solid black;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center; border-bottom: 1px solid black;">NAIC #</td> </tr> <tr> <td>INSURER A : Phoenix Insurance Company</td> <td style="text-align: center;">25623</td> </tr> <tr> <td>INSURER B : Travelers Property Cas. Co. of America</td> <td style="text-align: center;">25674</td> </tr> <tr> <td>INSURER C : Travelers Casualty and Surety Company</td> <td style="text-align: center;">19038</td> </tr> <tr> <td>INSURER D : Capitol Specialty Insurance Corporation</td> <td style="text-align: center;">10328</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Phoenix Insurance Company	25623	INSURER B : Travelers Property Cas. Co. of America	25674	INSURER C : Travelers Casualty and Surety Company	19038	INSURER D : Capitol Specialty Insurance Corporation	10328	INSURER E :		INSURER F :	
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INSURER E :																
INSURER F :																
INSURED PQH Group, Inc. & PQH Group Design, Inc. 4141 Southpoint Drive East #200 Jacksonville, FL 32216																
COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:														
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>																
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS									
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	6800J939206	05/15/2022	05/15/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$									
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$									
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000	X	X	CUP4E109717	05/15/2022	05/15/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$									
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB9M968370	05/15/2022	05/15/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000									
D	Professional Liability			AE2021104002	06/06/2022	05/15/2023	\$3,000,000 per claim \$3,000,000 annl aggr.									
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Professional Liability coverage is written on a claims-made basis.																
CERTIFICATE HOLDER				CANCELLATION												
For Proposal Purposes				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.												
				AUTHORIZED REPRESENTATIVE 												
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ACORD 25 (2016/03) 1 of 1 The ACORD name and logo are registered marks of ACORD				MCMZP												
#S36134994/M36130518																

Section 2: Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/10/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER DENNIS M. DOYLE, JR., AGENT 7807 BAYMEADOWS RD E SUITE 100 JACKSONVILLE FL 32256	CONTRACT NAME: BONNIE SKAGGS PHONE: 904-737-3777 FAX: 904-737-0353 A/C, No. EXT: E-MAIL: BONNIE.SKAGGS.P3HV@STATEFARM.COM ADDRESS:
	INSURER(S) AFFORDING COVERAGE: State Farm Mutual Automobile Insurance Company NAIC #: 25178 INSURER A: INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED PQH GROUP, INC PQH GROUP DESIGN INC. 4141 SOUTHPOINT DR E STE 200 JACKSONVILLE FL 32216	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

PER. LITE	TYPE OF INSURANCE	ADD. SUBR. (REQ. BY)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> IND. ACT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE DAMAGE TO RENTED PREMISES (EA OCCUR) \$ MED EXP (Any and Gen'l) \$ PERSONAL & ADV INURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMMOD AGG \$ \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> COMP 250 <input checked="" type="checkbox"/> COLL 500 <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> COLL 500	X X	E22 447D-C09-59C E89 1664-B27-59B 262 0504-C11-59Q	03/09/2022 02/24/2022 03/11/2022	03/09/2023 02/24/2023 03/11/2023	COAGGED SINGLE LIMIT (EA OCCUR) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (EA OCCUR) \$ 1,000,000 \$
	UMBRELLA LMB EXCESS LMB USD RETENTION					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/OWNER/REGULATORY OFFICER/EMER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 THE AUTOMOBILE LIABILITY POLICY INCLUDES AN AUTOMATIC ADDITIONAL INSURED ENDORSEMENT THAT PROVIDES ADDITIONAL INSURED STATUS TO "CLIENT" ONLY WHEN THERE IS A WRITTEN CONTRACT THAT REQUIRES SUCH STATUS AND ONLY WITH REGARD TO WORK PERFORMED ON BEHALF OF "CLIENT" THE NAMED INSURED INCLUDING COMPLETED AND ONGOING OPERATIONS ON PER PROJECT BASIS. COVERAGE IS PRIMARY AND NON CONTRIBUTORY. WAIVER OF SUBROGATION IN FAVOR OF THE ADDITIONAL INSURED APPLIES TO ALL POLICIES LISTED ABOVE AS REQUIRED BY WRITTEN CONTRACT. THIRTY (30) DAYS PRIOR WRITTEN NOTICE OF CANCELLATION EXCEPT 10 DAYS FOR NON PAYMENT OF PREMIUM WILL BE GIVEN ON ALL POLICIES LISTED ABOVE.

CERTIFICATE HOLDER FOR PROPOSAL PURPOSES ONLY	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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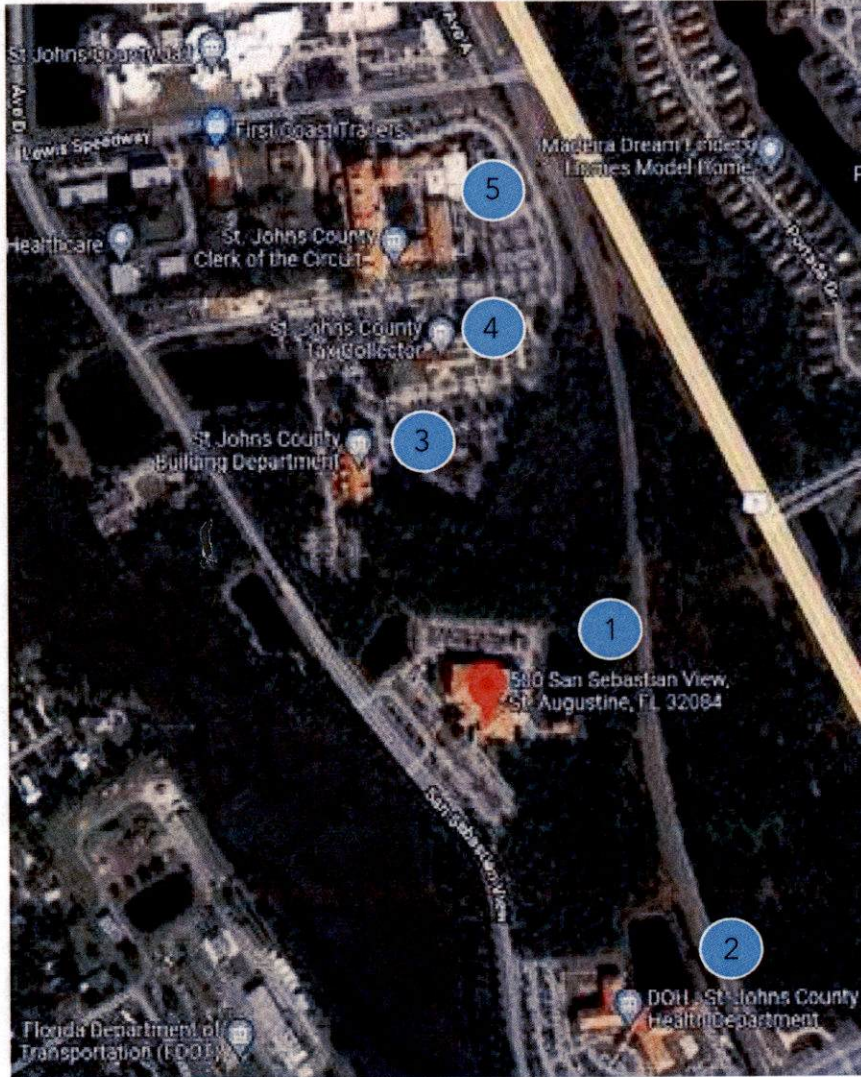
SECTION 3

RELATED EXPERIENCE

Section 3: PQH Related Experience

St. Johns County Existing Facility Assessment, Future Programmatic Needs, Evaluation & Recommendations

St. Johns County, Florida



PROJECT INFO

Year: 2022-Ongoing
 Size: Over 250,000 SF
 Projected Budget: N/A
 Design Project Cost: \$90,000
 Project Owner Name: St. Johns County
 Point of Contact:
 Katie Diaz, P.E.
 2416 Dobbs Rd
 St. Augustine, FL 32086
 904-209-0400
 Kdiaz@sjcfl.us

RELEVANCY

- St. Johns County Project
- Programming & Planning
- Current & Future Spatial Needs Assessment
- Evaluation & Recommendations

SJC Campus/Buildings:

- 1 500 San Sebastian View
County Administration Building
- 2 200 San Sebastian View
Health & Human Services
- 3 4040 Lewis Speedway
Permit Center
- 4 4030 Lewis Speedway
County Services Building
- 5 4010 Lewis Speedway
Courthouse

Not Pictured:

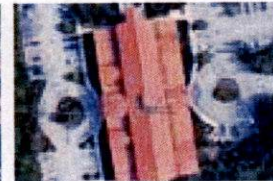
- 6 2175 Mizell Rd.
(Parks & Recreation Administration)
- 7 2416 Dobbs Rd.
(Facilities Management & Operations)



Admin Building



Health Center



Permit Center



County Services



Courthouse

The Scope of Work of the project consists of the following tasks:

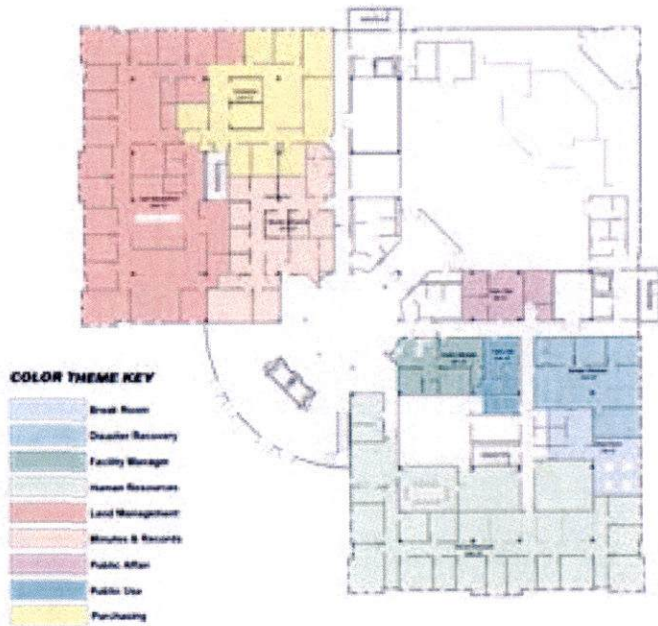
- Interviews with the stakeholders of each department.
- Space analysis of the existing areas & site visits.
- Current programmatic needs assessment.
- Projected programmatic growth scenarios to accommodate growth, expansion & possible relocation.
- Summary report and recommendations.

Section 3: PQH Related Experience

St. Johns County Existing Facility Assessment, Future Programmatic Needs, Evaluation & Recommendations Cont.

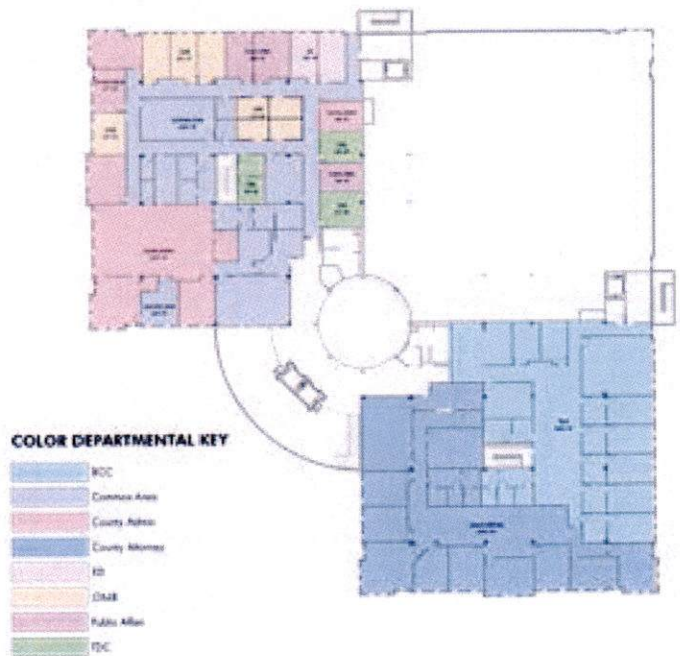
St. Johns County, Florida

Admin Building: 500 San Sebastian View - 1st & 2nd Floor



- Departments
- Facility Management
 - Tourist Development Council (TDC)
 - Disaster Recovery
 - Land Management
 - County Administration
 - Board of County Commissioner
 - Public Affairs
 - Minutes and Records
 - Human Resources
 - Purchasing
 - County Public Use Areas
 - County Attorney
 - Office of Management & Budget (OMB)
 - Building Facilities

St. Johns County		PROGRAMMING INFORMATION	
Existing Building Space Assessment			
Admin Building			
500 San Sebastian View			
Disaster Recovery			
DESCRIPTION/COMMENTS:	<p>A. 1 office with a small group conference area and needs conference area for staff meetings;</p> <p>B. Joe indicated that he has an office in the EOC Facility and only needs a work station in the current space;</p> <p>C. If the office is relocated off-site from the main campus, it needs to provide a secured parking storage area for ATVs and trucks;</p> <p>D. The Director likes the location in the Admin Building, however, would have no objection to relocation to other space, possibly near the beach.</p>		
SQUARE FEET:	1074 SF Existing		
Office:			
ROOM QTY EXISTING:	4	WORK STATIONS EXISTING:	4
ROOM QTY NEW:	4	WORK STATIONS NEW:	3 + 1
Reception:			
ROOM QTY EXISTING:	N/A	WORK STATIONS EXISTING:	N/A
ROOM QTY NEW:	N/A	WORK STATIONS NEW:	1
Conference:			
ROOM QTY EXISTING:	1	WORK STATIONS EXISTING:	N/A
ROOM QTY NEW:	2	WORK STATIONS NEW:	N/A
St. Johns County		Existing Building Assessment	



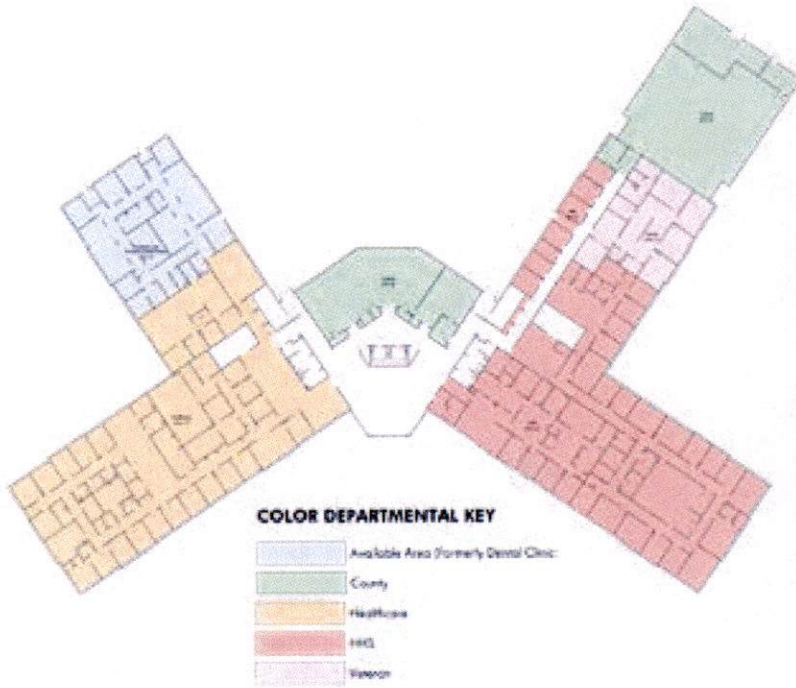
Programming Sample

Section 3: PQH Related Experience

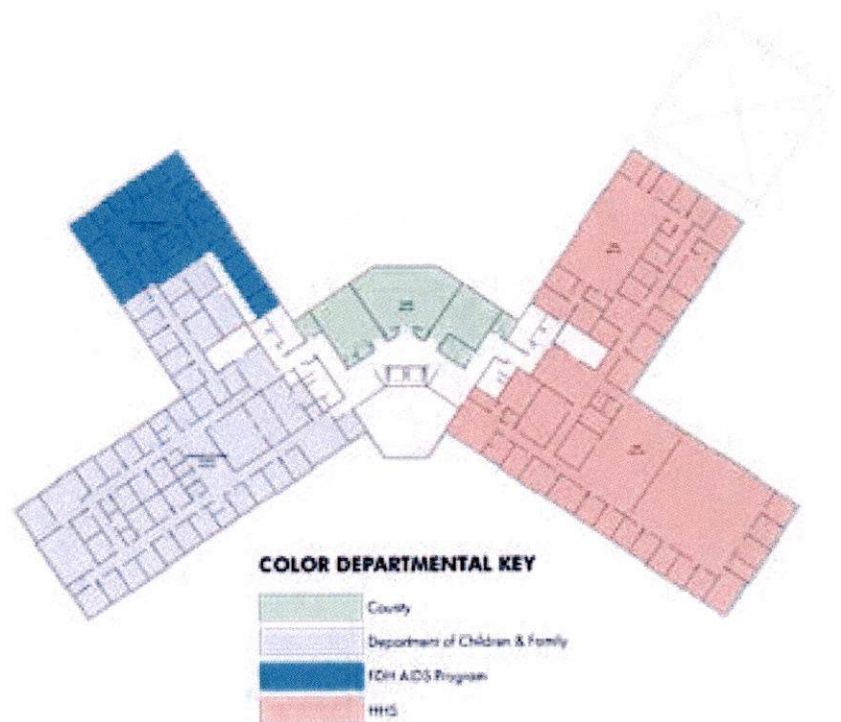
St. Johns County Existing Facility Assessment, Future Programmatic Needs, Evaluation & Recommendations Cont.

St. Johns County, Florida

Health Center: 200 San Sebastian View - 1st & 2nd Floor



- Departments
- Health & Human Services
 - Veterans Service
 - Health Clinic
 - County
 - Department of Children & Family
 - AIDS Program

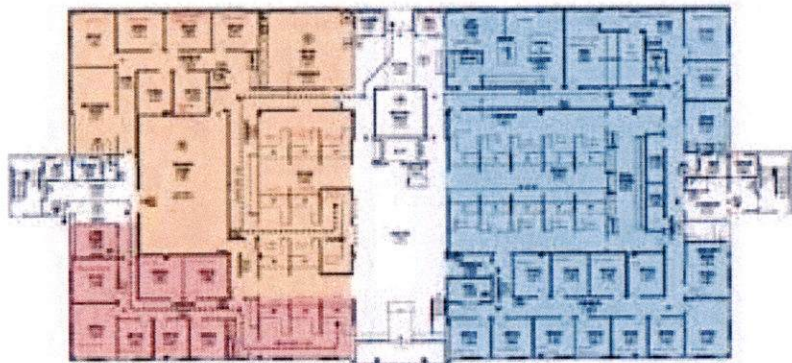


Section 3: PQH Related Experience

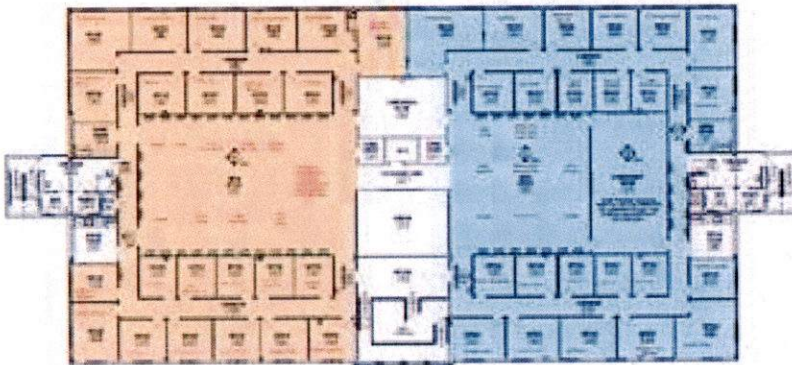
St. Johns County Existing Facility Assessment, Future Programmatic Needs, Evaluation & Recommendations Cont.

St. Johns County, Florida

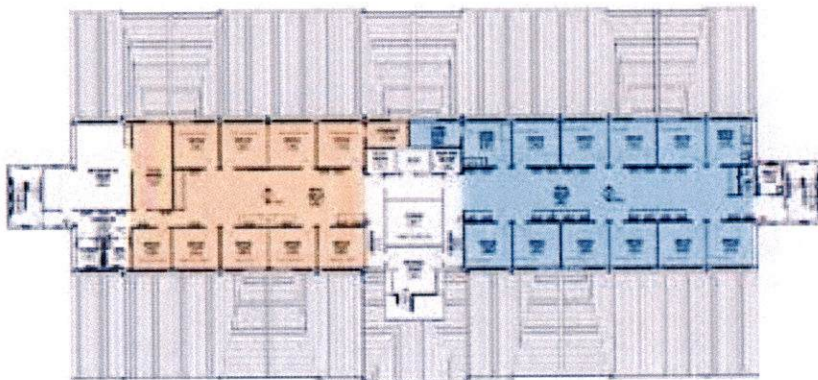
Permit Center: 4040 Lewis Speedway - 1st, 2nd & 3rd Floor



First Floor



Second Floor



Third Floor

Color Theme Key

-  Building Department
-  Growth Management
-  Fire Marshall

POH

MEETING MINUTES

Project: St John's County Existing Building Space Analysis
Re: **Building Department**
Location: 4040 Lewis Speedway
Date: August 5, 2022 / 2:00 p.m. Meeting

Attendees: St. John's County Howard White (Building Official and Director, Building Service)
 Kathleen Nichols (Administrative Coordinator, Building Services)
 Katie Diaz (Director – Facility Management)

PQH Group Ricardo Quinones (Principal)
 Qinglan Luo (Architectural & Interior Designer)

Introduction
The meeting was the initial assessment of spatial needs and walkthrough of the current Building Department Areas:

- Howard White provided an overview of the Building Departments' current and future needs
 - Overall building comments
 - Building users do not like the open workstation concept, should consider converting it to +/-25 workstations with tall glass partitions;
 - Interior design needs updating;
 - Storage rooms are required for supplies and materials (currently packed in vacant workstations);
 - 3rd Floor office area is fully occupied with little room for expansion;
 - The 3rd floor central space could add a few work stations to accommodate growth;
 - Discussed possibility of constructing a new structure to house the Building Department and potential growth for other departments.
 - Building Department:
 - Currently has (10) code enforcement personal – can be housed in unassigned (hosteling) cubicles;
 - (2) plan reviewing stations are currently staffed as part of a hallway space;
 - Will be adding (4) staff by October;
 - (3) new offices are needed;
 - Current breakroom/lounge is too large, may be subdivided to provide space for code enforcement shared space;
 - Code enforcement is mostly in the field, need workstation for minimum in-house work;

4040 Lewis Speedway - Building Department - 2022 - 2024 - 2025 - 2026 - 2027 - 2028 - 2029 - 2030 - 2031 - 2032

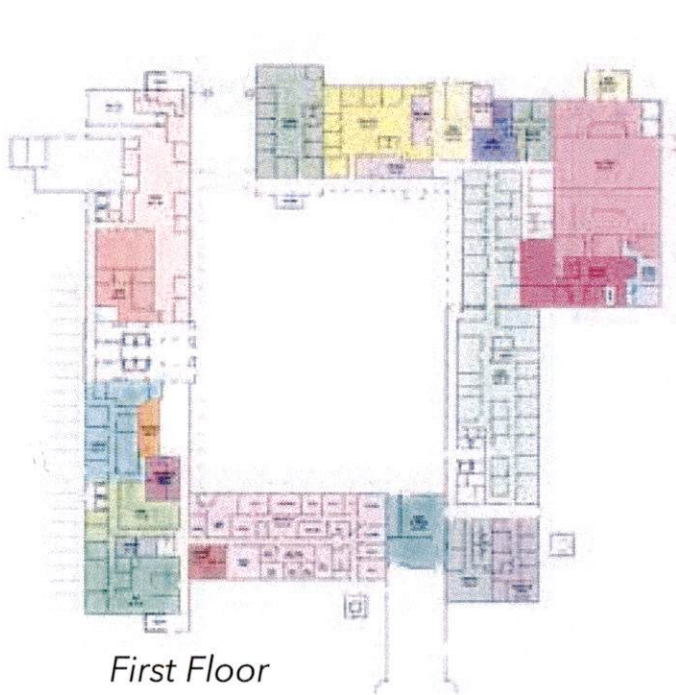
Sample Meeting Minutes

Section 3: PQH Related Experience

St. Johns County Existing Facility Assessment, Future Programmatic Needs, Evaluation & Recommendations Cont.

St. Johns County, Florida

Courthouse: 4010 Lewis Speedway - 1st & 2nd Floor



First Floor

COLOR THEME KEY

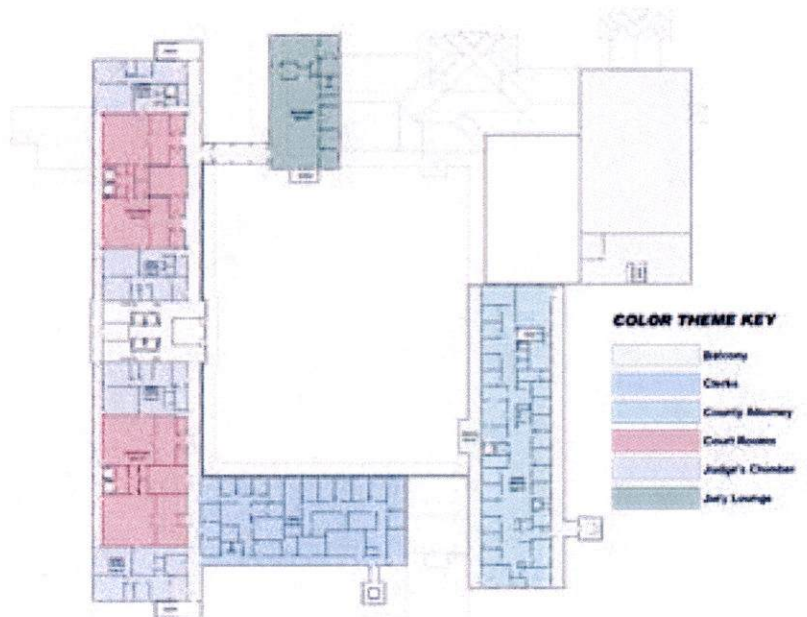
[Red]	Bailiff
[Light Blue]	Children
[Light Green]	Civil
[Light Purple]	Clerk Admin
[Light Red]	Court Room
[Light Yellow]	Criminal
[Light Green]	Family
[Light Blue]	Finance
[Light Purple]	Guardian Ad Litem
[Light Red]	Injunction
[Light Red]	Inspector & General
[Light Blue]	Judge's Chamber
[Light Purple]	Juvenile
[Light Yellow]	Marriage
[Light Yellow]	North Entrance
[Light Blue]	Public Defender
[Light Red]	Reception
[Light Yellow]	Recording
[Light Blue]	Security
[Light Purple]	Sheriff Office
[Light Green]	South Entrance
[Light Red]	Surveyor
[Light Blue]	Traffic

Departments

- Bailiff's Office
- Clerk of the Court
- Administration
- Injunction
- Civil
- Family
- Children Support
- Inspection & General
- Criminal
- Finance
- Recording
- Marriage License
- Sheriff's Office
- Traffic
- Judges Chamber
- Surveyor
- Security
- Court Administration
- Guardian Ad Litem
- Public Defender
- State Attorney

St. Johns County		PROGRAMMING INFORMATION	
Existing Building Space Assessment Courthouse 4010 Lewis Speedway			
Public Defender's Office			
DESCRIPTION/ COMMENTS:	A. Currently there is 1 vacant office, B. Open office area needs to be converted to work stations with full height glass closure for privacy. C. Future plan (3 years): 1 Admin assistant needed per 3 attorneys added.		
SQUARE FEET:	9872 SF Existing		
Office:			
ROOM QTY EXISTING:	22	WORK STATIONS EXISTING:	N/A
ROOM QTY NEW:	2	WORK STATIONS NEW:	3
Storage:			
ROOM QTY EXISTING:	3	WORK STATIONS EXISTING:	N/A
ROOM QTY NEW:	1	WORK STATIONS NEW:	N/A
Copy:			
ROOM QTY EXISTING:	2	WORK STATIONS EXISTING:	N/A
ROOM QTY NEW:	N/A	WORK STATIONS NEW:	N/A
Break Room:			
ROOM QTY EXISTING:	1	WORK STATIONS EXISTING:	N/A
ROOM QTY NEW:	N/A	WORK STATIONS NEW:	N/A
Conference:			
ROOM QTY EXISTING:	1	WORK STATIONS EXISTING:	N/A
ROOM QTY NEW:	N/A	WORK STATIONS NEW:	N/A
Reception/Waiting:			
ROOM QTY EXISTING:	1	WORK STATIONS EXISTING:	N/A
ROOM QTY NEW:	N/A	WORK STATIONS NEW:	N/A
St. Johns County		Existing Building Assessment	

Programming Sample



Second Floor

COLOR THEME KEY

[Light Blue]	Bedroom
[Light Blue]	Clerks
[Light Blue]	County Attorney
[Light Red]	Court Rooms
[Light Blue]	Judge's Chamber
[Light Green]	Jury Lounge

Section 3: PQH Related Experience

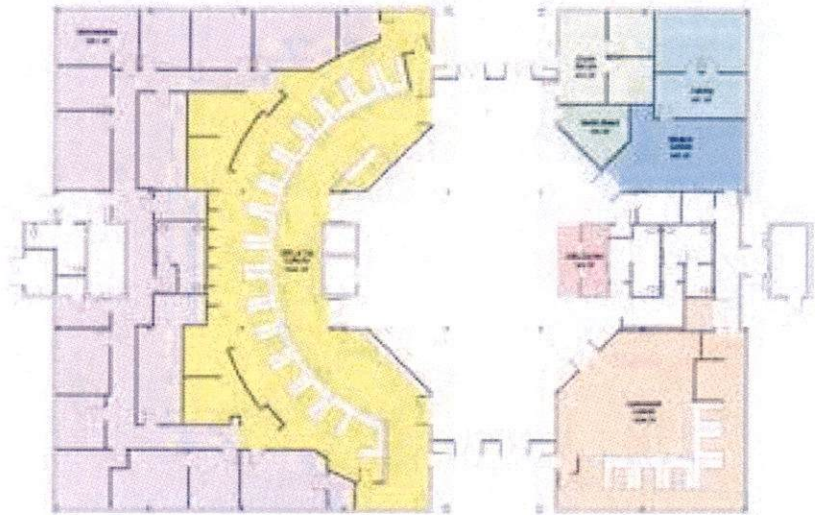
St. Johns County Existing Facility Assessment, Future Programmatic Needs, Evaluation & Recommendations Cont.

St. Johns County, Florida

County Services: 4030 Lewis Speedway - 1st Floor

COLOR DEPARTMENTAL KEY

	Administration
	Commercial License
	DAPV & Tax Collector
	Phone Service
	Switch Board
	Signage
	Weapon License
	Cafe Counter



St. Johns County		PROGRAMMING INFORMATION	
Existing Building Space Assessment County Services 4030 Lewis Speedway			
Tax Collector			
DESCRIPTION/ COMMENTS:	A. Need to provide work bench area for field staff, 4-6 spaces and need to plan for adding 5 counter stations.		
	B. Storage space in the main Tax Collector and Drivers License side could be reduced and reconfigured to add 1 additional office.		
SQUARE FEET:	7445 SF Existing		
Office:			
ROOM QTY EXISTING:	11	WORK STATIONS EXISTING:	20
ROOM QTY NEW:	1	WORK STATIONS NEW:	5
Store:			
ROOM QTY EXISTING:	4	WORK STATIONS EXISTING:	N/A
ROOM QTY NEW:	N/A	WORK STATIONS NEW:	N/A
Break Room:			
ROOM QTY EXISTING:	1	WORK STATIONS EXISTING:	N/A
ROOM QTY NEW:	N/A	WORK STATIONS NEW:	N/A
MECH:			
ROOM QTY EXISTING:	1	WORK STATIONS EXISTING:	N/A
ROOM QTY NEW:	N/A	WORK STATIONS NEW:	N/A
Reception/Waiting:			
ROOM QTY EXISTING:	1	WORK STATIONS EXISTING:	N/A
ROOM QTY NEW:	N/A	WORK STATIONS NEW:	N/A
St. Johns County		Existing Building Assessment	

Programming Sample

POH		MEETING MINUTES	
Project:	St John's County Existing Building Space Analysis		
Re:	Tax Collector Office		
Location:	4030 Lewis Speedway		
Date:	August 4, 2022 / 3:00 p.m. Meeting		
Attendees:	St. John's County	Dennis W. Hollingsworth (Tax Collector)	Jennifer Ravan (Tax Collector)
		Katie Diaz (Director - Facility Management)	Ricardo Quiñones (Principal)
	PQH Group	Qinglan Luo (Architectural & Interior Designer)	
Introduction			
The meeting was the initial assessment of spatial needs and walkthrough of the current Tax Collection Office.			
1. Dennis Hollingsworth and Jennifer Ravan provided an overview of the current and future needs of the Tax Collectors Office area.			
a. (1) office is currently needed;			
b. Need to provide work bench area for field staff, (4-6 spaces);			
c. Switchboard currently has (2) staff, needs to increase to accommodate (4) The switchboard function could be a candidate for a remote location;			
d. Offices and conference room configurations have changed since the building was built; need to be evaluated for better access.			
e. Need to plan for adding (5) counter stations;			
f. Commercial license department needs to add a space with acoustical closure for oral based tests;			
g. Need to increase storage spaces in commercial license department;			
h. Break area is small; consider extending it into the commercial license wait area;			
i. Storage space in the main Tax Collector and Driver License side could be reduced and reconfigure to add (1) additional office;			
j. Currently there are (3) satellite locations; There are plans to add (1) in the 3-year plan.			
k. Need additional room for 3 staff stations in the Firearm permit area.			
2. Additional Feedback			
a. Convert previous café area in the lobby/waiting area to (2) customer service express stations.			
St. Johns County		Existing Building Assessment	

Sample Meeting Minutes

Section 3: PQH Related Experience

St. Johns County Existing Facility Assessment, Future Programmatic Needs, Evaluation & Recommendations Cont.

St. Johns County, Florida

Meeting Minutes Examples

MEETING MINUTES

Project: St. Johns County Existing Building Space Analysis
 Re: Minutes & Records
 Location: 100 Lee Sebastian Way
 Date: August 22, 2022 / 10:00 am Meeting

Attendees:	St. Johns County	Fronne King (Minutes & Records) Mark Miner (Minutes & Records) Robin Platt (Minutes & Records) Katie Diaz (Director – Facility Management) Ricardo Quiñones (Principal) Dinglan Luo (Architectural & Interior Designer)
	PQH Group	

Introduction

The meeting was the initial assessment and walkthrough of the current Minutes & Records area.

1. Mark, [§§] and Fronne King were over the current needs for the Minutes & Records department. Mark also provided input about the Clerk of the Court department and briefly address their needs:
 - a. Minutes & Records
 - i. Currently have (16) staff in total (between Admin building and Court House), rapidly expanding during the past 2 years, expecting significant growth within 2 years due to growth in County population.
 - ii. Currently have (3) staff in Admin building, expecting 2 to 3 staff to join within the next year.
 - iii. The lobby/reception waiting area is not used, currently it has been utilized mostly as a storage area.
 - iv. Need to add storage room for storing records of original documents.
 - v. Minutes & Records currently had a conference room that seats only (6) people, need new conference room that can seat between 10 and 12 people. Consider relocating the conference space to the existing lobby space.
 - vi. Some cubicles are used to store equipment and supplies, need to be fixed up for use by staff.
 - vii. Need (1) space for exams, do not need to be enclosed or permanent.
 - b. Inspector General (IG)
 - i. Currently has (3) staff, expecting (5) within a year.
 - ii. They currently need collaboration area for audits, Minutes & Records department can also use the space for annual audits.
 - iii. Collaboration room would need to be lockable for security.

MEETING MINUTES

Project: St. Johns County Existing Building Space Analysis
 Re: Court Administration
 Location: 4010 Lewis Speedway
 Date: August 5, 2022 / 11:00 a.m. Meeting

Attendees:	St. Johns County	Judge Howard Meltz (Court Administrator) Julie Keyser (Court Administration) Mark Vinnesburg (Court Administration Facility Management) Katie Diaz (Director – Facility Management) Ricardo Quiñones (Principal) Dinglan Luo (Architectural & Interior Designer)
	PQH Group	

Introduction

The meeting was the initial assessment of spatial needs and walkthrough of the current Court Administration area.

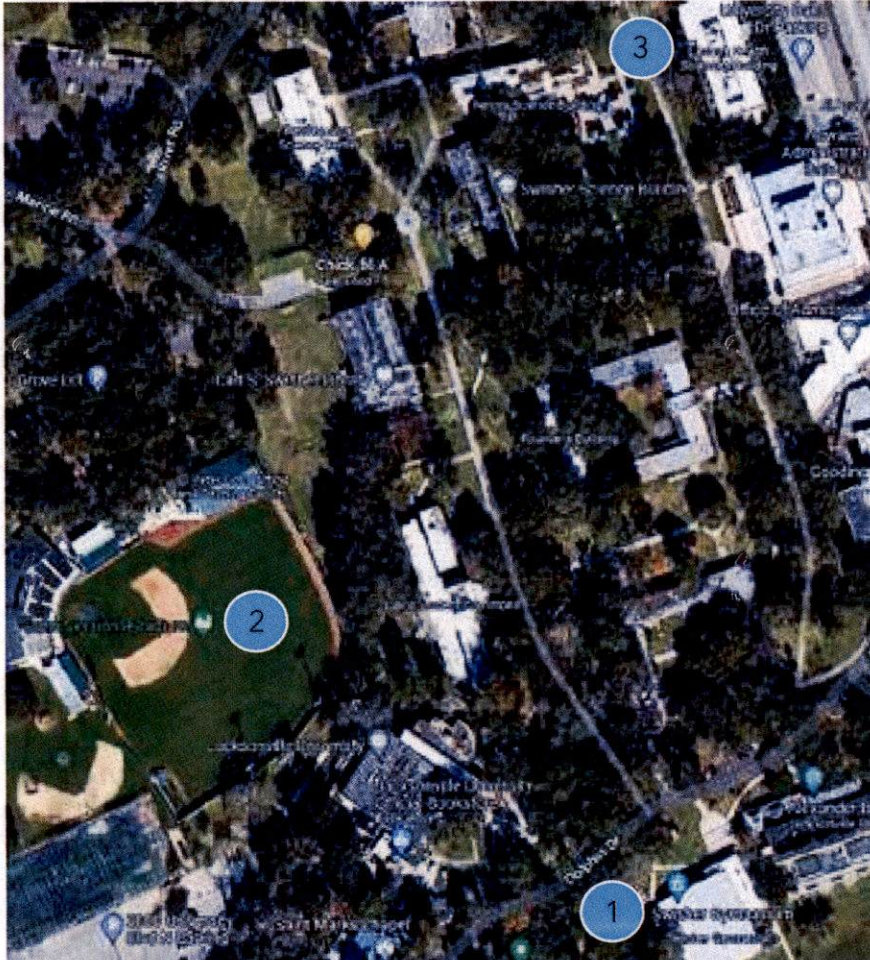
1. Judge Meltz provided an overview of the current space and future needs of the Courthouse spaces and Administration area.
 - a. Currently there is a shortage of court rooms.
 - b. There presently are (8) court rooms in the main Courthouse building, some of them used by multiple judges per schedule.
 - c. Individual court room space is needed for hearings, Traffic, Children's Justice, and Senior Rights related judges.
 - d. Expanded spaces are required for case managers, translators, and digital recorder, (1) new case manager will join within year 2023 (after Oct 1st 2022).
 - e. There is a need for separate litigation spaces.
 - f. Current court rooms are small for criminal cases, do not have enough seats for jurors, (12) people + alternates, not enough space between plaintiff side and defendant side, juries' deliberation rooms do not have enough room for up to (12) decide.
 - g. There is limited room for holding cells adjacent to court rooms.
 - h. Witnesses' rooms are small.
 - i. Adjoining courtroom holding cells are too small.
 - j. Need to add more space/room for independent court reporting.
 - k. Large storage room on the first floor is not fully utilized, could be repurposed for other uses.



Section 3: PQH Related Experience

Jacksonville University Existing Facility Assessment, Future Programmatic Needs, Evaluation & Recommendations

Jacksonville, Florida



PROJECT INFO

Year: 2015-Present
Size: Over 200,000 SF
Projected Budget: N/A
Total Project Cost: N/A
Project Owner Name: Jacksonville University
Point of Contact: Jessica Ligator, Director of Capital Projects
jligato@ju.edu
904-256-7671

RELEVANCY

- Programming & Planning
- Spatial Needs Building Assessment



Jacksonville University Campus:

- 1 Swisher Gymnasium
- 2 John Sessions Baseball Stadium
- 3 Lazzara STEAM Building
- 4 Dolphin Dormitories
- 5 Health & Science Center
- 6 Lacrosse Fieldhouse

Section 3: PQH Related Experience

Jacksonville University Existing Facility Assessment, Future Programmatic Needs, Evaluation & Recommendations Cont.

Jacksonville, Florida

Sports Facilities



Swisher Gymnasium

Departments

- Men's Basketball Locker Rooms
- Women's Basketball Locker Rooms
- Women's Volleyball Locker Room
- Visitor's Locker Room
- Practice Courts
- Film Room
- Training Area
- Coaches Office



John Sessions Baseball Stadium

Departments

- Men's Baseball Locker Rooms
- Coach Locker Room
- Offices
- Training Room & Media Room
- Reception/Waiting Area
- Game Room/Lounge
- Nutrition
- Baseball Field & Stands



Lacrosse Fieldhouse

Departments

- Men's Locker Rooms
- Women's Locker Rooms
- Film Room
- Lounge / Game Room
- Conference Room & Offices
- Training Area

Classrooms, Administration & Residence Halls



Residence Halls

Departments

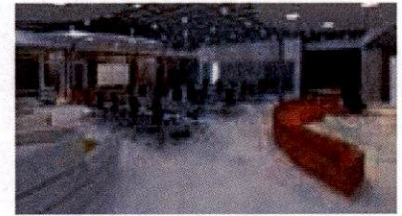
- Residential Units
- Amenities
- Administration/Support



Health & Science Building

Departments

- Orthodontics
- Urgent Care Center
- Occupational Therapy
- Mental Health Clinic
- Mental Health Counseling
- Speech Clinic
- Speech Language Pathology
- Classrooms
- Graduate Nursing
- Administration
- Kinesiology
- Collaboration Areas



Lazzara STEAM Building

Departments

- Animation Studio
- Creative Space
- Engineering
- Machine Shop
- Visual Art
- Cyber Security
- Digital Design
- Financial Markets
- Media Screening
- Physics Lab
- Virtual Reality Lab
- Office/Conference Rooms

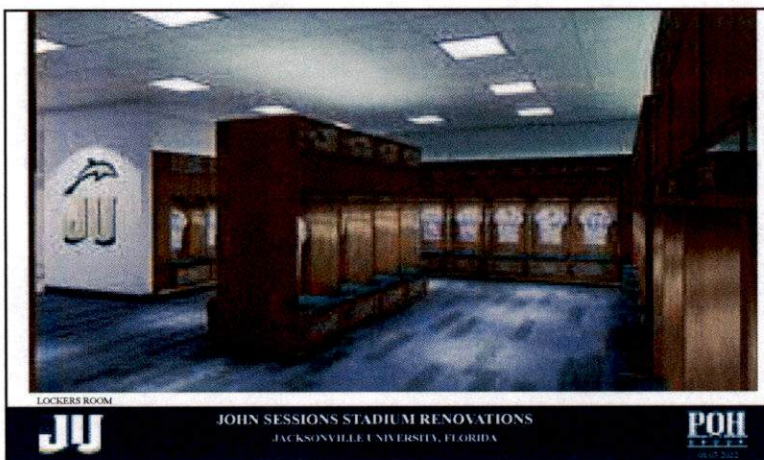
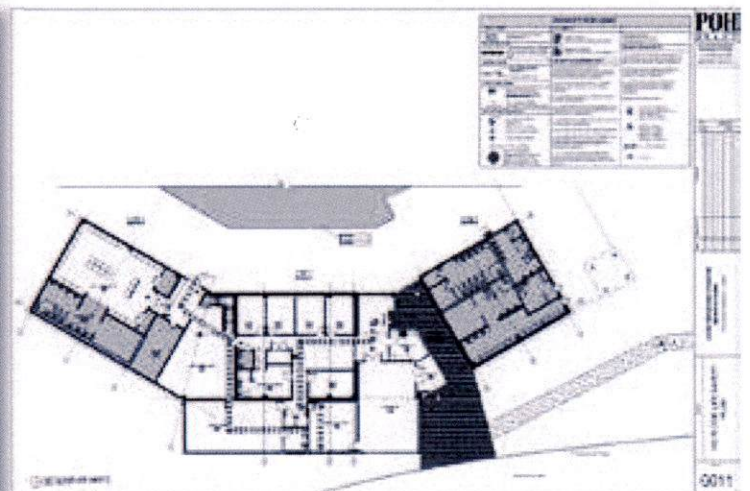
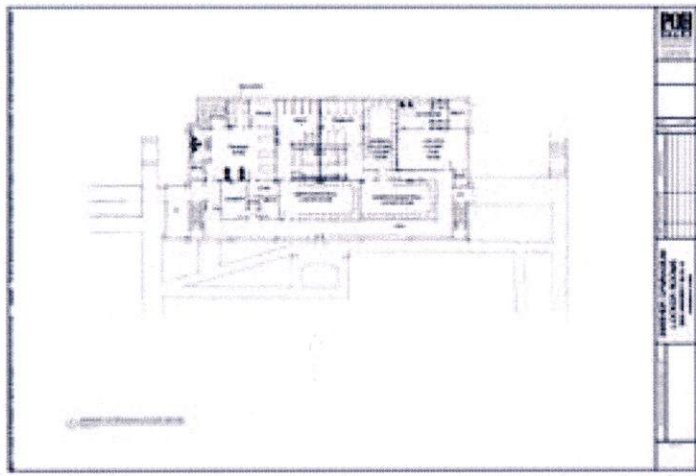
Section 3: PQH Related Experience

Jacksonville University Existing Facility Assessment, Future Programmatic Needs, Evaluation & Recommendations Cont.

Jacksonville, Florida

Swisher Gym & Baseball Stadium -

Program Analysis and Recommendations for Improvements



The Scope of Work of the project consists of the following tasks:

- Interviews with the stakeholders of each department,
- Space analysis of the existing areas & site visits,
- Current programmatic needs assessment,
- Projected programmatic growth scenarios to accommodate potential growth, expansion & possible relocation,
- Summary report and recommendations.

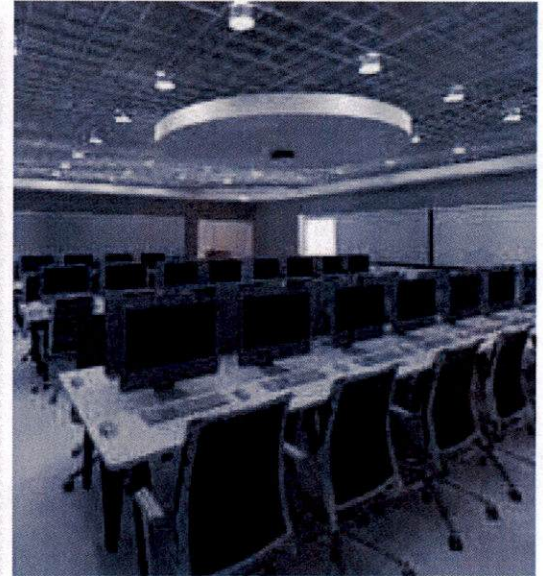
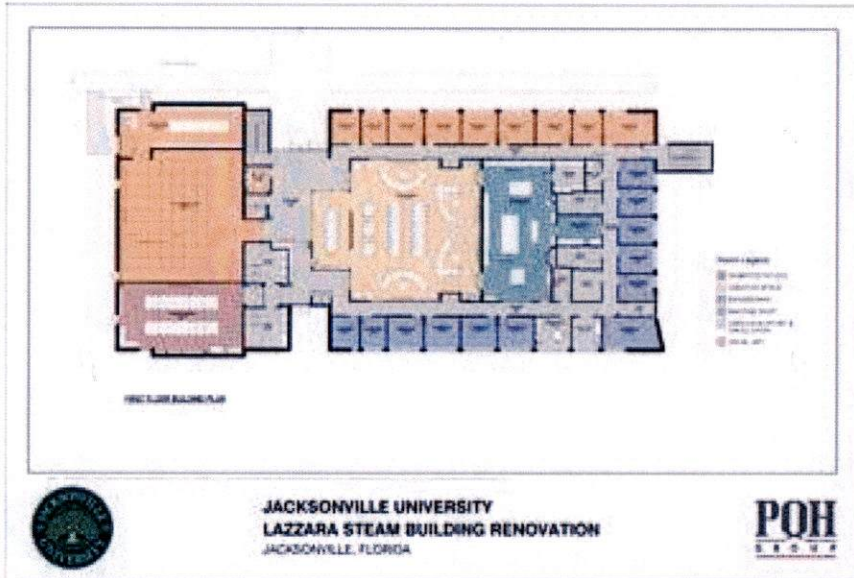
Section 3: PQH Related Experience

Jacksonville University Existing Facility Assessment, Future Programmatic Needs, Evaluation & Recommendations Cont.

Jacksonville, Florida

Lazzara STEAM Building -

Program Assessment and Recommendations for Improvements



Section 3: PQH Related Experience

Jacksonville University Existing Facility Assessment, Future Programmatic Needs, Evaluation & Recommendations Cont.

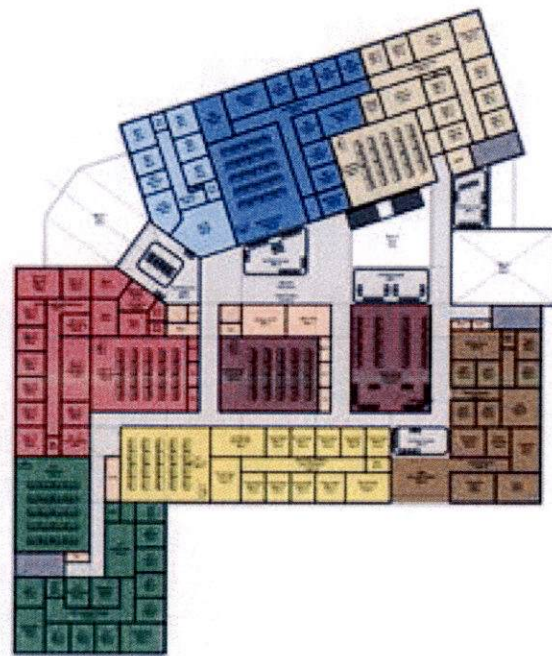
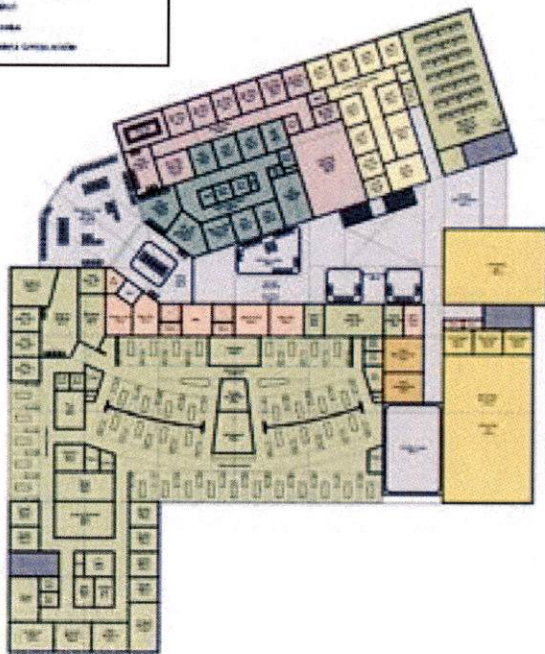
Jacksonville, Florida

Health & Science Building - Program Assessment & New Building Master Plan



PROGRAM LEGEND

[Yellow]	ADMINISTRATIVE
[Light Green]	LABORATORY
[Dark Green]	DIAGNOSTIC
[Blue]	EDUCATION
[Light Blue]	CLINICAL
[Pink]	RESEARCH
[Orange]	OUTPATIENT
[Light Yellow]	PHYSICIAN OFFICE
[Light Orange]	RECEPTION
[Light Brown]	STORAGE
[Dark Brown]	MECHANICAL
[Grey]	ELECTRICAL
[Light Grey]	PLUMBING
[White]	STAIRS
[Dark Grey]	ELEVATOR
[Black]	ROOF



Jacksonville University
HEALTH SCIENCE BUILDING PROGRAM
PQH GROUP
February 20, 2018

Room	Area	Program	Notes
101	1000	Administrative	
102	1000	Administrative	
103	1000	Administrative	
104	1000	Administrative	
105	1000	Administrative	
106	1000	Administrative	
107	1000	Administrative	
108	1000	Administrative	
109	1000	Administrative	
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148	1000	Administrative	
149	1000	Administrative	
150	1000	Administrative	

Jacksonville University
HEALTH SCIENCE BUILDING PROGRAM
PQH GROUP
February 20, 2018

Room	Area	Program	Notes
101	1000	Administrative	
102	1000	Administrative	
103	1000	Administrative	
104	1000	Administrative	
105	1000	Administrative	
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150	1000	Administrative	

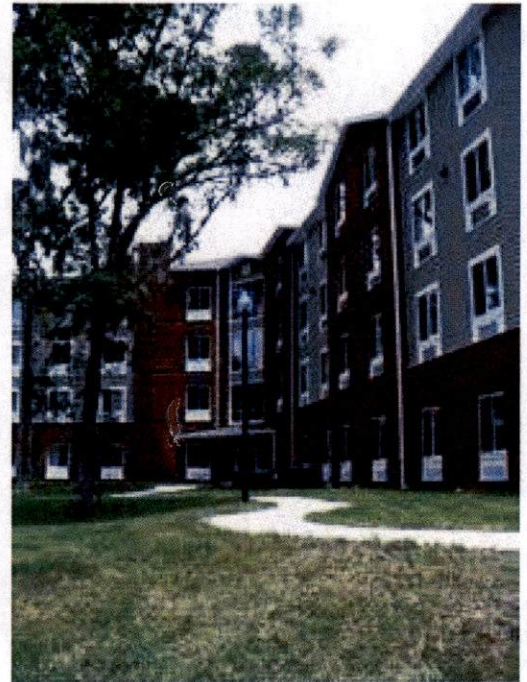
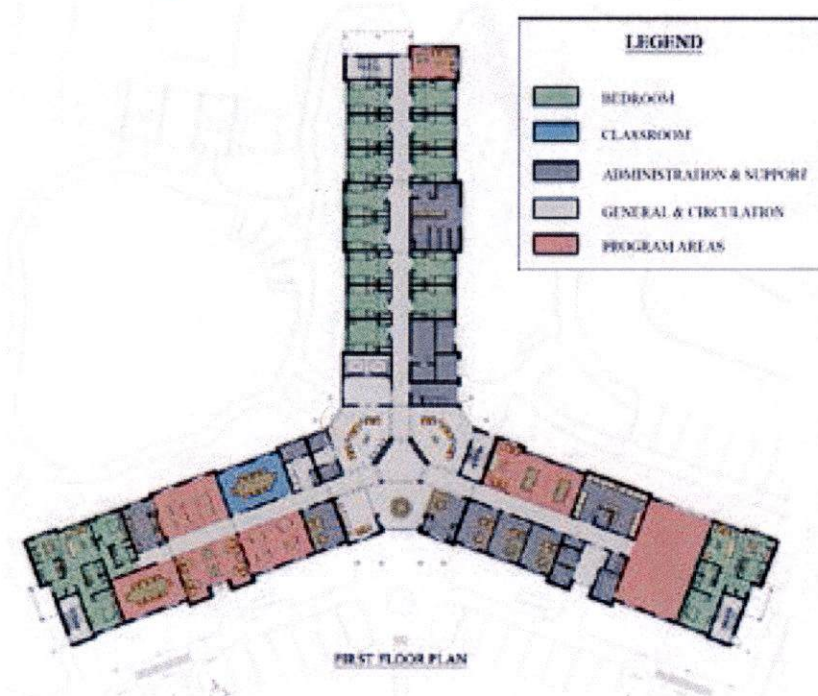
Section 3: PQH Related Experience

Jacksonville University Existing Facility Assessment, Future Programmatic Needs, Evaluation & Recommendations Cont.

Jacksonville, Florida

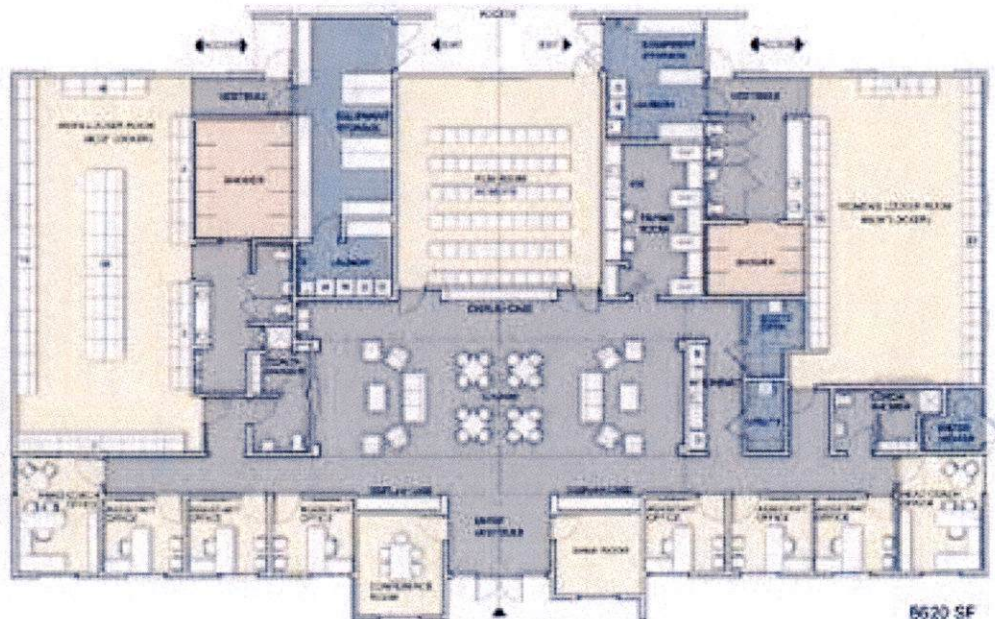
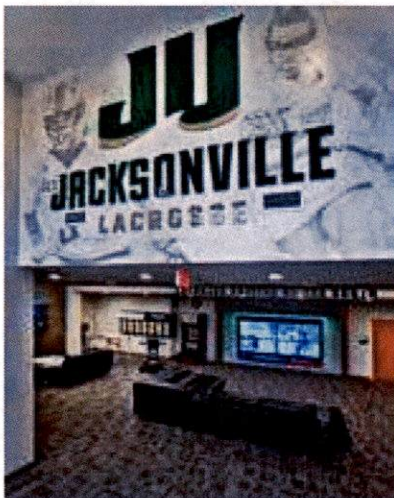
Residence Halls - Dolphin Dorms

New Program and Recommendations



Lacrosse Fieldhouse

New Program and Proposed Program Implementation

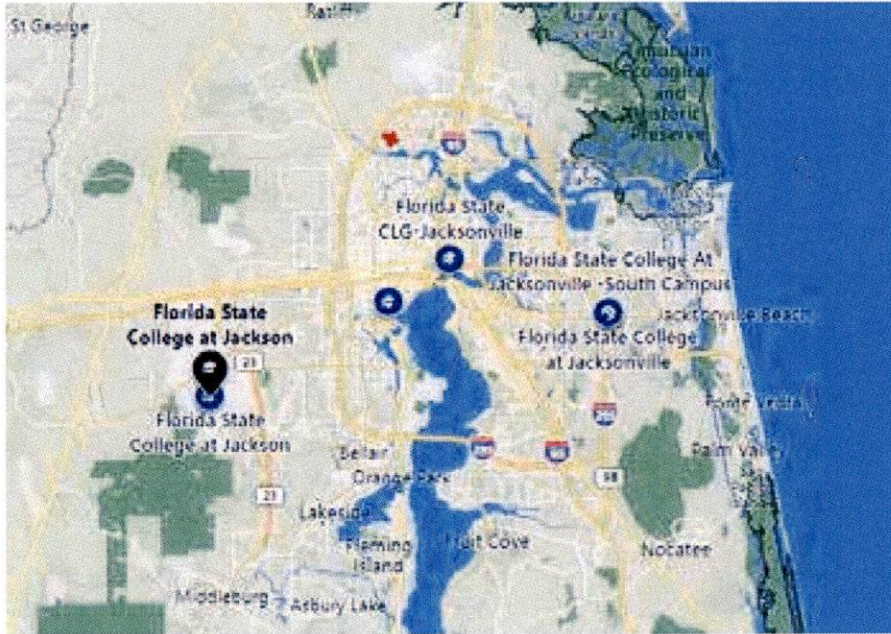


Section 3: PQH Related Experience

Florida State College at Jacksonville Existing Facility Assessment, Future Programmatic Needs, Evaluation & Recommendations

Jacksonville, Florida

PQH Group is currently working with FSCJ on Evaluations and Assessments of all FSCJ 5 campuses as part of updating the colleges' master plan and capital improvement forecasting. The work includes Facility Assessments, Programming, Planning, and Recommendations for future additions and renovations for all 5 Campuses.

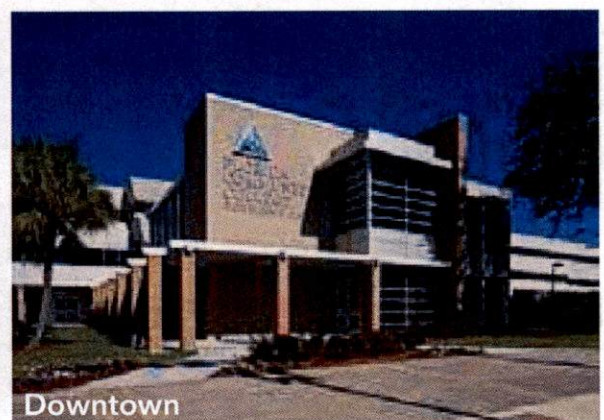


PROJECT INFO

Year: Ongoing
Size: 400,000 SF
Projected Budget: N/A
Total Project Cost: N/A
Project Owner Name: Florida State College at Jacksonville
Point of Contact: Audrey B. Monroe
501 West State Street
Jacksonville, FL 32202
904-632-3087
amonroe@fscj.edu

RELEVANCY

- Programming
- Renovations
- Spatial Needs Evaluation
- Master Planning

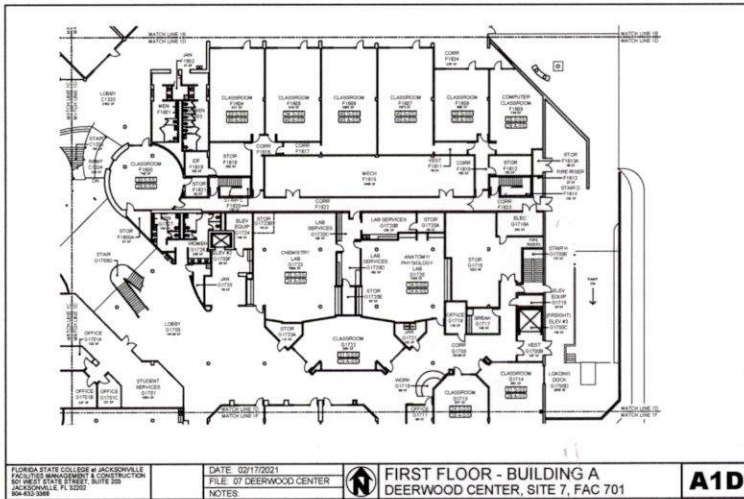


Section 3: PQH Related Experience

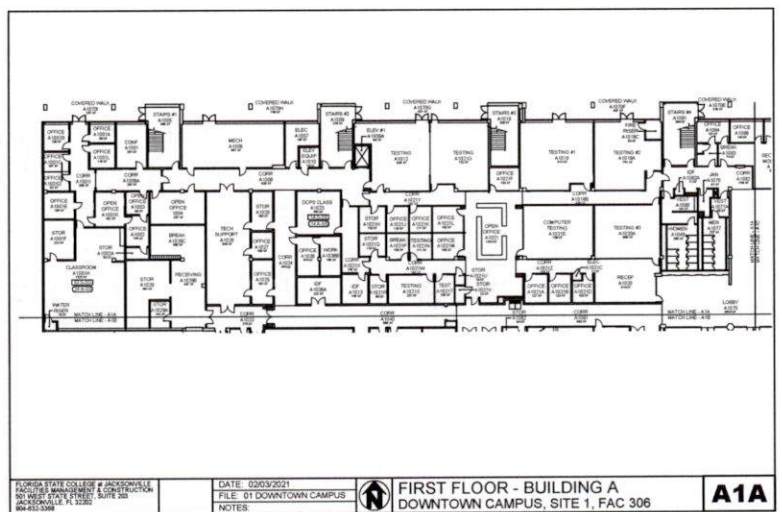
Florida State College at Jacksonville Existing Facility Assessment, Future Programmatic Needs, Evaluation & Recommendations Cont.

Jacksonville, Florida

Deerwood Center



Downtown Campus



The Scope of Work of the project consists of the following tasks:

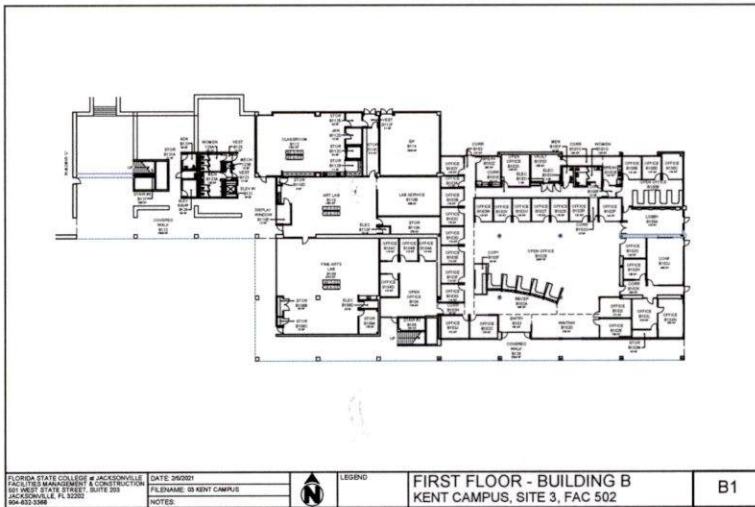
- Interviews with the stakeholders of each department,
- Space analysis of the existing areas & site visits,
- Current programmatic needs assessment,
- Projected programmatic growth scenarios to accommodate potential growth, expansion & possible relocation,
- Summary report and recommendations.

Section 3: PQH Related Experience

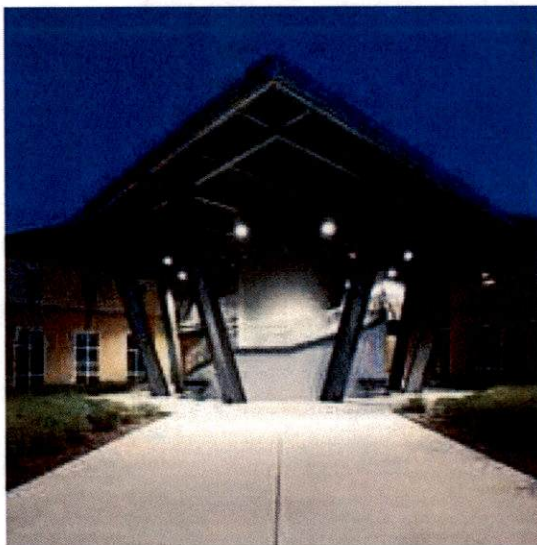
Florida State College at Jacksonville Existing Facility Assessment, Future Programmatic Needs, Evaluation & Recommendations Cont.

Jacksonville, Florida

Kent Campus



Cecil Center

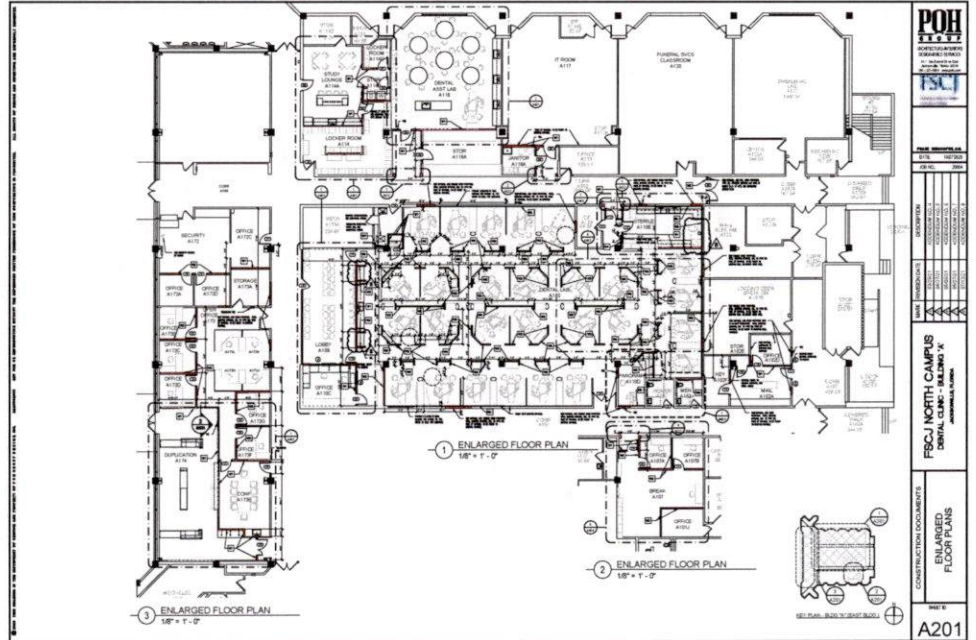
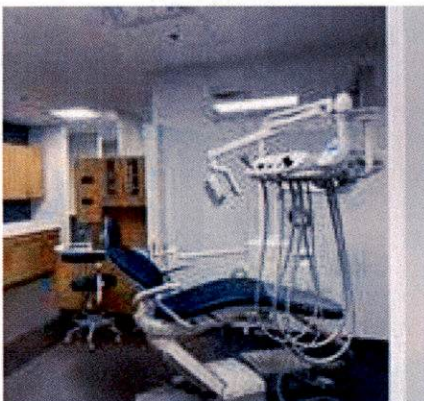


Section 3: PQH Related Experience

Florida State College at Jacksonville Existing Facility Assessment, Future Programmatic Needs, Evaluation & Recommendations Cont.

Jacksonville, Florida

North Campus



Section 3: FOScore Related Experience

County of San Luis Obispo Facility Condition Assessment

San Luis Obispo, California



PROJECT INFO

Year: 2021-Ongoing
Size: 1.4 Million SF
Projected Budget: N/A
Total Project Cost: \$1 Million
Project Owner Name:
San Luis Obispo
Point of Contact:
Shelby Hopkins
Program Manager
808-788-2315
Shopkins@co.slo.ca.us

RELEVANCY

- Facility Condition Assessment
- Scoring
- Capital Investment Planning
- Asset Tagging & Geo Tagging

In March of 2021, FOS set out to complete a facility condition assessment over three years for the County of San Luis Obispo to determine the overall condition of the County's asset portfolio and implement capital planning data integration into existing SAP and management software. This portfolio included exterior and interior architecture, electrical, mechanical, plumbing, communication, vertical transportation, and park amenities. Our facilities assessment professionals evaluated the condition of the systems using a Unifomat® level 3 and 5, the industry-standard for collecting system-based deferred maintenance and capital renewal projects along with an asset inventory, data integration, and predictive maintenance planning.

Despite travel restrictions put into place due to the ongoing global pandemic, our team has been able to seamlessly work in partnership with the County to complete the assessment of over 1.4 million square feet. We are also geo locating amenities at the County-owned parks to provide GPS coordinates for the various amenities.

To assist in accomplishing this project, we are conducting asset tagging utilizing our FOScore® FCA software. The County has subscribed to FOScore® for the next 5 years.



Section 3: FOScore Related Experience

Brevard Public School Facility Condition Assessment

Viera, Florida



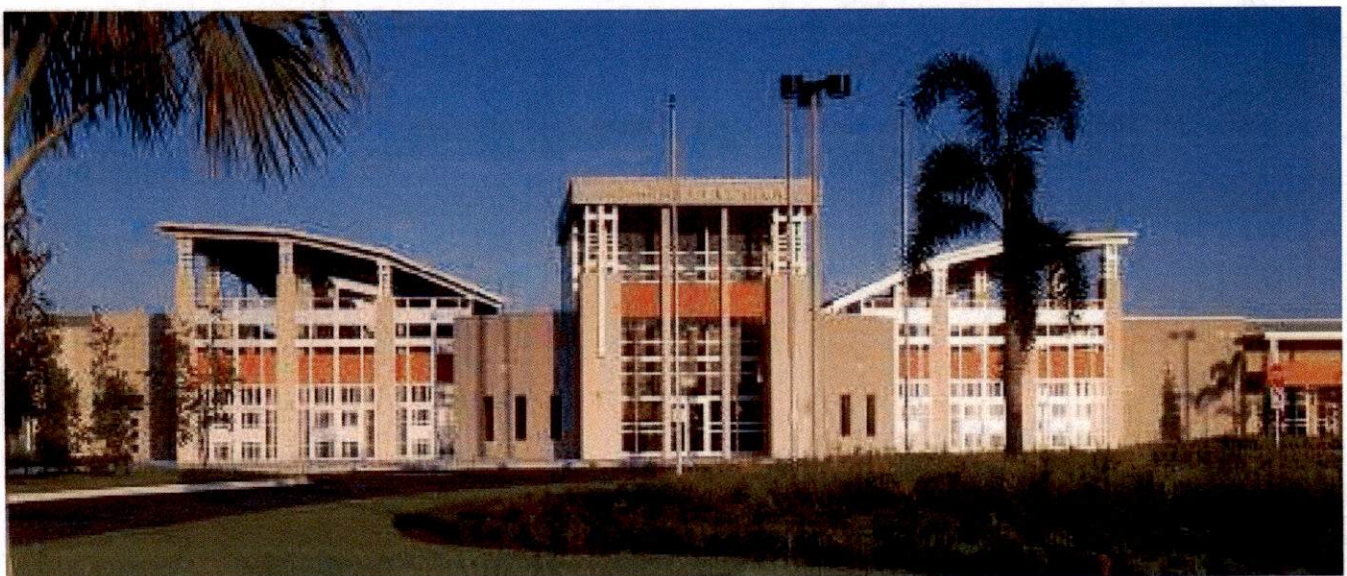
PROJECT INFO

Year: 2020
Size: 14 Million SF
Projected Budget: N/A
Total Project Cost: \$1.5 Million
Project Owner Name:
Brevard County
Point of Contact:
Anthony Troisi
Supervisor Plant Operations &
Management
321-633-1000
troisi.anthony@brevardschools.org

RELEVANCY

- Facility Condition Assessment
- Programming
- Scoring
- Capital Planning

Strategic facilities capital planning begins with the right tools and data. For Brevard Public Schools (BPS), properly understanding and analyzing deferred maintenance and capital renewal needs was critical to their capital improvement program and sales surtax planning. BPS trusted FOS to complete a facility condition assessment (FCA), asset inventory, and capital planning software implementation to inform and support data driven deferred maintenance and renewal strategies. This solution allows the school district to create and maintain a comprehensive physical asset database, identify, and execute deferred maintenance projects with accurate cost data, and develop budgets for capital renewal and replacement. The deliverables of this project made a meaningful impact on the learning environmental quality for all students in the District. Evidence-based support for the sales surtax renewal helped communicate to District stakeholders and taxpayers why the funding for continual renewal is critically important to learning outcomes.



Section 3: FOScore Related Experience

Charlotte County Facility Condition Assessment

Charlotte County, Florida



PROJECT INFO

Year: 2013-Ongoing
Size: 1.76 Million SF
Projected Budget: N/A
Total Project Cost: \$148,061
Project Owner Name:
Charlotte County
Point of Contact:
Vicki Chichura
Fixed Assets Coordinator
941-623-1054
Vicki.chichura@charlottecountyfl.gov

RELEVANCY

- Facility Condition Assessment
- Programming
- Scoring

As part of a capital asset planning and management study, FOS of CannonDesign conducted a comprehensive facility condition assessment (FCA) at 115 municipal facilities and sites within Charlotte County, Florida. The FCA included evaluating conditions of exposed foundations and structural members, roof/flashing systems, wall cladding/soffit systems, window/door assemblies, curtainwall/storefront systems, louvers, exterior stairs/balconies/guardrails and canopies, sealants, all mechanical, plumbing, fire protection, electrical, data, telecom and pool systems, all site and civil systems and components.

Using FOScore® to complete the assessment and build a component level asset condition database, projects and capital plans were delivered to guide a databased strategic investment approach for Charlotte County's facility portfolio. Following receipt of final deliverables, Charlotte County opted to become a software subscriber to keep their portfolio updated based on completed work orders and observed asset condition. The Charlotte County Public Works Department sets out to "enhance the quality of life for residents by continually improving infrastructure and providing services in a cost effective manner to meet the needs of the community." FOS is committed to deeply understanding our clients - the culture, mission, people, business goals, and more - so that our solutions elevate and empower you in every way.



Section 3: PQH Related Experience

Letters of Recommendation

VESTCOR
 Construction Management
 10000 South Loop East, Suite 100
 Houston, TX 77054

February 18, 2011

To: William B. Miller, Chairman

As Chairman of The Vestcor Companies and Vestcor Family Foundation, I would like to offer my personal and professional recommendation for the PQH Group Design.

For over 11 years, I have had a working relationship with PQH and they have always exceeded my expectations in design performance. Their responsiveness and attention to detail, communication and ability to deliver on time and on budget are second to none.

PQH has been my primary architect since 2004. They have built our apartment, retail centers, and office buildings. For me personally, they have built my private residence, a 5,000 square foot house, a 10,000 square foot house, a 15,000 square foot house, and a 20,000 square foot house. They have been able to exceed expectations on every job.

I would recommend the firm as they create solutions. I have enjoyed working with them and in fact I would design challenges.

An experienced professional, they understand the complexities of their design as well as the construction process. They understand the intricacies of the building process and have been able to provide a seamless experience.

If you have any questions regarding my experience with PQH Group Design as my recommendation, please do not hesitate to call me at 281-282-1777.

[Signature]
 W. B. Miller

JACKSONVILLE UNIVERSITY

Dr. William B. Miller, Chairman

It is my pleasure to write this letter of recommendation for the architectural design and construction administration services that PQH provided for Jacksonville University.

For the construction of several campus projects, both big and small, with a variety of complex architectural and programmatic needs, the Jacksonville University Campus resulted in a significant addition to our campus and provided a positive impact on the Jacksonville community.

PQH has shown a strong understanding of the university's vision and brought it to life. They work with us to meet our needs and provide excellent customer support.

[Signature]
 William B. Miller
 Chairman
 Jacksonville University

EMBRY RIDDLE
 Embry Riddle Aeronautical University
 1200 W. University Blvd.
 Daytona Beach, Florida 32117

October 4, 2011

William B. Miller, Chairman

Embry Riddle Aeronautical University
 1200 W. University Blvd.
 Daytona Beach, Florida 32117

Dear Sirs:

On behalf of EMBRY RIDDLE, I would like to offer my personal and professional recommendation for the architectural design and construction administration services that PQH provided for EMBRY RIDDLE Aeronautical University.

Your organization has been instrumental in the success of our projects, and we are grateful for the professional and personal support you have provided. We look forward to continuing our relationship with you in the future.

Over the past few years, EMBRY RIDDLE has enjoyed working with your firm on a variety of projects. PQH Group has been a key player in our success and we look forward to continuing our relationship with your firm.

[Signature]
 William B. Miller
 Chairman
 Embry Riddle Aeronautical University

FSCJ Florida State College
 at Jacksonville

October 3, 2011

To: William B. Miller, Chairman

In February 2008, PQH Group Design, Inc. (PQH) was selected by Florida State College at Jacksonville (FSCJ) to design a new 100,000 sq ft addition to the existing 100,000 sq ft building. PQH provided professional services including programming, architectural and engineering design, permitting, construction administration. The project is scheduled to be completed in 2012.

PQH and their construction administration team, including architect and construction administration, worked together to deliver a new 100,000 sq ft addition to the existing 100,000 sq ft building. The new building is a state-of-the-art facility that is designed to enhance, enhance and improve the quality of the learning experience. The building is a state-of-the-art facility that is designed to enhance, enhance and improve the quality of the learning experience.

In December 2010, PQH was selected as Architectural Consultant for the new 100,000 sq ft addition to the existing 100,000 sq ft building. The new building is a state-of-the-art facility that is designed to enhance, enhance and improve the quality of the learning experience.

If you have any questions regarding my experience with PQH Group Design as my recommendation, please do not hesitate to call me at 281-282-1777.

[Signature]
 William B. Miller
 Chairman
 Florida State College at Jacksonville

ST. JOHN'S COUNTY, FLORIDA
 Board of County Commissioners

June 18, 2011

Dr. William B. Miller, Chairman

It is my pleasure to write this letter of recommendation for the architectural design and construction administration services that PQH provided for St. Johns County, Florida.

PQH has shown a strong understanding of the county's vision and brought it to life. They work with us to meet our needs and provide excellent customer support.

[Signature]
 William B. Miller
 Chairman
 St. Johns County, Florida

FLORIDA STATE COLLEGE AT JACKSONVILLE

October 3, 2011

William B. Miller, Chairman

Embry Riddle Aeronautical University
 1200 W. University Blvd.
 Daytona Beach, Florida 32117

Dear Sirs:

On behalf of EMBRY RIDDLE, I would like to offer my personal and professional recommendation for the architectural design and construction administration services that PQH provided for EMBRY RIDDLE Aeronautical University.

Your organization has been instrumental in the success of our projects, and we are grateful for the professional and personal support you have provided. We look forward to continuing our relationship with you in the future.

Over the past few years, EMBRY RIDDLE has enjoyed working with your firm on a variety of projects. PQH Group has been a key player in our success and we look forward to continuing our relationship with your firm.

[Signature]
 William B. Miller
 Chairman
 Embry Riddle Aeronautical University

SECTION 4

APPROACH TO SERVICES

Section 4: Approach to Services

Project Understanding

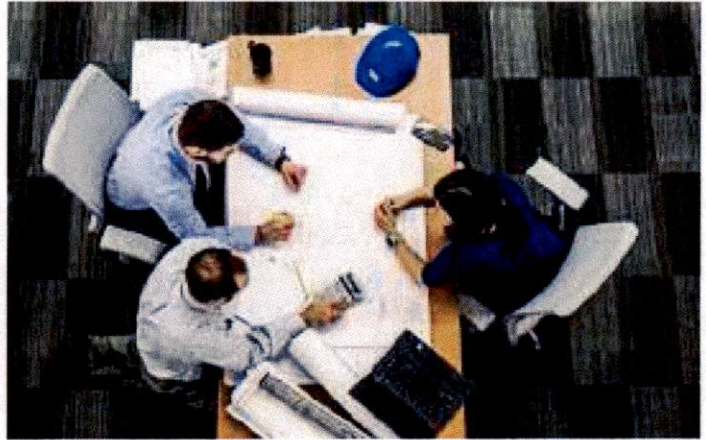
We understand this project requires a plan that will encompass a holistic Review of the County's entire building portfolio to set the strategic direction for future facility Construction and Renovations. The study will include evaluation of existing Facilities and Programming Assessments of Departments for future growth. The Facility Evaluation and Programmatic Assessment will include the following Departmental Officers:

- Clerk of Court/Judicial Services
- Property Appraiser
- Sheriff's Office
- Supervisor of Elections
- Tax Collector

PQH also understands and acknowledges "Addendum 1 Attachment" summarizes the various SJC properties to be assessed with a combined total area of 577,625 SF.

Communication

The most important aspect in the Assessment Approach and Scope of Services is Communication. Our primary tasks are to listen and understand the County's and User's needs. Applying our knowledge, experience and understanding of the Assessment Process are the tools we bring to the County to interpret their program needs to compile a comprehensive assessment plan to allow the County to identify where new facilities may be needed and which existing facilities should be expanded and/or renovated in order to better serve the residents of St. Johns County.



We firmly believe that communication is the critical ingredient for the success of this project. In addition to our Assessment responsibilities, one of our primary roles in the process will be to facilitate communication among Departments, the County and other Stakeholders, by keeping Meeting Minutes and issuing reports at key stages of the project development.

• Information Gathering & Programming/Interviews

Our Assessment Process will start by listening to the County's staff to understand current needs, goals and objectives, followed by assisting the County in quantifying and analyzing their program needs by Departments. After the Program Analysis is completed, we will evaluate Facility Conditions and expansion capabilities as well as Budget Parameters to verify that findings align with current Programmatic Needs and Projected Growth. Throughout this interactive process, PQH will continuously exchange input and feedback with the County to confirm the scope parameters and needs for each building. Our Assessment Plan process and approach will allow us to develop a comprehensive program for assessing the Facilities and Department needs included in this study.



• Facility Assessment/Building Evaluation

PQH will visit each building with a team of Design Professionals including Consultants and Engineers to ascertain the building condition by discipline and provide a report that summarizes the findings.



• Programmatic Space Analysis

The team will review plans and documents of each individual Building and Department. Visit each Department space to ascertain their current programmatic fit and evaluate the potential for Growth and Expansion.



Facility Inventory/General Information

- Compile data from the Interview and Assessment Process into a format that allows ease of access to Stakeholders.
- Review existing facility inventory documents.
- Create updated facility inventory of all County-wide buildings by Department and Constitutional Offices.
- The facility inventory will identify each facility's location, number of floors/stores, SF area, estimated value, age and condition.
- The facility inventory will also assess the current use and type of operations occurring within each building, the number of employees working in the facility by Departments, and the estimated number of visitors/residents that use the facility each day, as applicable.

Section 4: Approach to Services



Existing Facility Condition Assessment

- Conduct a physical and functional evaluation of existing county facilities to assess deferred maintenance needs, identify current conditions, and evaluate current code compliance or non-compliance, (Florida Building Code, ADA, Fire, Etc.).
 - The Facility condition assessment shall include an inspection of the facility to determine the condition of the building envelope (roof, windows, doors and exterior walls), mechanical systems, electrical systems, plumbing systems, fire suppression/life safety systems, and interior finishes.
 - Develop a scoring platform that measures variables to provide a Facility Condition Index (FCI) score for each facility inspected along with a summary of findings, recommendations, photos, and cost estimates for recommended repairs/improvements.
- Proactively identify areas of concern such as safety, security, health and accessibility.
 - Create an interactive, centralized electronic database to track the County's Facility Inventory, including maintenance needs, categorized by Facility and Department, type of maintenance and priority.
 - Include recommendations for improvements and additions to existing facilities to better serve the operational needs of each Department and Building.

Current Spatial Needs Assessment

- Develop a comprehensive matrix documenting spatial needs across all departments.
- Document spatial needs in a graphic form to assist in the understanding and communication of findings with the County and with other stakeholders.

Future Spatial Needs Plan

- Gather population growth data for St. Johns County and analyze current and potential growth for the next 10 years by area and make recommendations for additional county services and facilities needed in those areas.
- Provide a Master Plan for future facility needs categorized by Department and ranked by priority, focusing on regions in the county that are under serviced.
- Provide a cost estimate and budget forecast for needed future improvements, categorized by type (Maintenance, Renovations, Additions or New Construction), and by Department and Needs Priority.
- Include a "gap" analysis to determine what are actual services needed as compared to what the existing inventory of facilities/services are providing.



Data Collection Process

A software specialist will guide orientation meetings prior to the start of on-site assessments in order to establish the County's specific data collection needs. This will allow them to set up the software with the fields necessary to provide the data and deliverables needed for the project, including any unique County-defined fields that are not standard in the software. This approach will provide a level of efficiency and consistency that traditional 'low-tech' reporting methods cannot match.

Prior to the on-site assessment, software specialists will also work directly with the Design Team Assessors to instruct them on the use of the software for FCA data collection. This will include training on how to access the software, how to input field data while on-site and how to input records.

Section 4: Approach to Services

Deliverables will Include:

- An Executive Summary, including deficiency costs summarized by building systems, priority and category type across all facilities.
- A Comprehensive Report of findings
- Budget Forecasting of Future Improvements
- Asset-level reports with detailed descriptions and condition assessments of building assets, systems and components.
- Digital photographs
- Interactive Electronic Databases for Facility Inventory
- Software platform where FCA data entered into the program can be accessed by County staff to perform regular updates as projects are completed and to produce reports as necessary.



The PQH team will perform extensive data collection, including visioning sessions, meetings with stakeholders, site visits to existing facilities, and interviews with staff.

Code Compliance

PQH will meet with Plan Reviewers and Building Officials to review Life Safety issues along with any special building conditions that may require evaluation of code provisions to address concerns, and to include specific information to document code compliance concerns by reference to specific articles and sections in the Code.

Budget Analysis

Our Team brings together the benefits of an in-house contractor that is continuously pricing projects, is up to date on building construction materials and labor market prices, and has access to sub-contractor pricing as well as Architects and Engineers that have experience in Construction Pricing. This allows our team to be conscious of cost implications, as budgets for future improvements are developed.

Budget and Cost Forecasting

Budgeting and Cost Forecasting are a critical component of the Assessment process. The objective of this process is to provide the County with a basis to establish Projected Budgets for future renovations and new construction. In addition to our in house resources, PQH will collaborate with the proposed team of Engineers and Consultants with National expertise and resources to develop accurate and realistic budget data for the County to use in their future growth projections and capital improvement plans.

FOScore Software Overview

The design team will create a current state of understanding of building conditions with the ability to report, strategize, and plan capital improvements. The software is highly configurable to individual needs and is designed to integrate with widely-used management platforms. Datasets are easily maintained by facilities operations staff using mobile devices in the field. Simply stated, the software platform will help prepare the County for the future. It will trace deferred maintenance, supports preventative maintenance, and create informed capital plans to advance infrastructure improvements.

Facility Condition Assessment (FCA)

The team will perform data collection and analysis to create a live FCA dataset for the County's property portfolio. The intuitive design capabilities help the County efficiently perform FCAs and continue sustaining that data while maintenance and renewal projects are performed. Reports and dashboards allow your stakeholders to capture a live snapshot of the FCA records and track performance over time.

The FCA functionality will allow cataloging, categorizing, and prioritizing deferred maintenance deficiencies and capital renewal needs. Files may be uploaded at the individual record level to centralize relevant photos and documents for individual pieces of equipment. Previous users say they enjoy the opportunity to increase information availability by having to rely less on shelves of documentation or individuals with institutional knowledge.

Cost Estimate Tracking

The built-in cost estimating dataset allows users to easily define maintenance and renewal costs and develop facility replacement values. The regionalized cost data can also be easily manipulated through a number of user-defined parameters.

Section 4: Approach to Services

Project Building

Deferred maintenance and capital renewal items recorded in the FCA dataset can be built into projects in minutes. Designed intuitively like online shopping, simply add to a cart by selecting attributes including priority, building, deficiency type, or system category. Add soft costs including permitting, design fees, OH&P, and more to generate an actionable project with accurate and reliable costs.

Capital Planning

Projects can be phased into multi-year capital planning documents for short- and long-term budgeting. Develop capital renewal and investment budgets based on actual facility data. Reduce guesswork, uncertainty, and labor in the capital planning process and streamline project delivery within the software capital planning module.

Asset Inventory & Tagging

The software has an integrated asset tagging module. The system capabilities include the ability to attach asset tags with traditional barcodes e.g. Code 39 (AKA Code 3 of 9) or QR codes. These tags are linked to the component assessment record in the database, and allow access to all related photos and files in the field such as operations and maintenance manuals, warranty information, make, model, serial number, and more.

Integration

The software infrastructure was developed to collaborate with our clients' extensive list of work management, geographic information, building information, resource management, and procurement software platforms. We created an access point for all building related data the facility managers and owners need access to on the go, on the fly, from any device. The software web-based platform is a central data repository and bridge between non-communicative management information systems and static documents. With support for an unlimited number of concurrent users, unlimited data storage, and real-time data access from any location, we enable facility intelligence to support predictive and proactive maintenance, reduce the brain-drain of departing facility management staff, and support defensible and informed decision making.

Dashboards & Business Intelligence

The software uses Microsoft Power BI reports to display facility information dashboards upon login. These dashboards are customizable and are intended to provide the user an at-a-glance understanding of the asset portfolio and the capability to drill down into focus areas.

Portfolio Overview

The portfolio overview page provides an interactive map and list of assets formatted by facility condition index (FCI). This view provides a snapshot of the current portfolio conditions, and lets the user filter down by individual asset. This page allows for high-level benchmarking of assets and ability to quickly spot areas of interest.

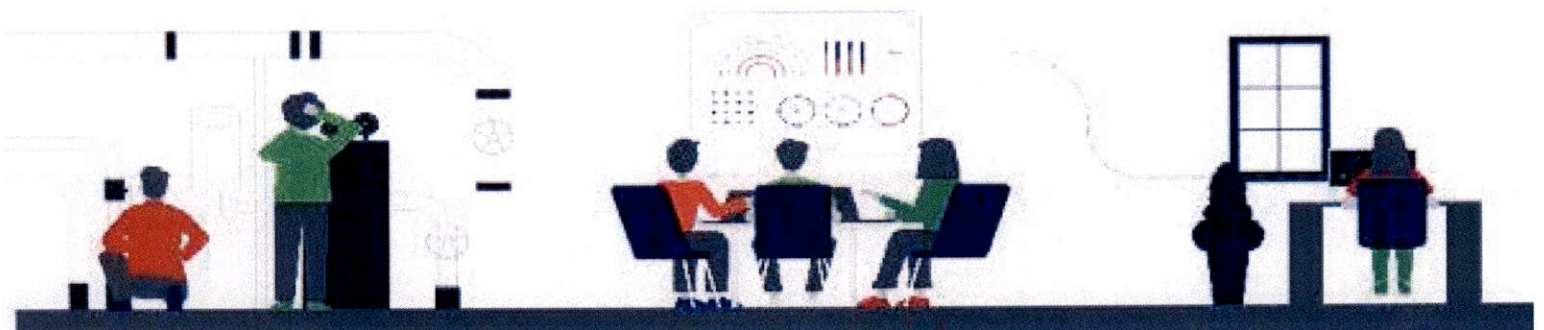
Asset Detail

Users can drill down from the portfolio overview page to view individual asset details. The user is presented with an overview of discipline condition indices and a deficiency breakdown of total cost by discipline. A description of the asset is provided in a narrative format to give the user a better understanding of building construction and critical systems associated.

Funding Needs Allocation

The funding needs allocation page offers a breakdown of deficiency cost by action timeframe, and a list of each deficiency. This report provides an easily navigable table of prioritized system and component deficiencies, and provides a short- and long-term capital planning outlook.

All dashboard reports are fully customizable. Our data analysis team collaborates with our clients to ensure the reports and modules are in place to support their mission and goals.



SECTION 5

QUALITY CONTROL METHODS

Section 5: Quality Control Methods

Information Gathering

Our design team uses a step-by-step approach to establish measurable milestones throughout the various phases of the Assessment Program. It includes developing standards for data collection to insure all assessors are collecting similar data and assessing it in a similar way. This will be guided by the use of templates and checklists.

The first group of checklists will be geared to assess tangible measures allocated to each facility condition.

The second group of checklists will be used to evaluate spatial conditions of program needs by user groups and departments.



Schedule and Consultant Management

Our team in collaboration with County staff will develop a schedule for visiting and evaluating each facility included in the study. That schedule will be monitored on a weekly basis to insure milestone and work tasks are progressing in accordance with the proposed schedule.

Assessment Phase

During the Assessment phase, the focus will be on attaining consistency and quality of the data gathered by achieving conformance with established requirements for the project by monitoring conformance with set criteria and goals by phases. Critical quality elements of each phase will be identified and measured according to a specific quality control plan designed specifically for that project.



Quality Assurance Program

Our Team's "proactive" method of Assessment and Evaluation affords the opportunity for obtaining clear and accurate data by facilitating the communication between all project stakeholders.



Quality Control Checklist

Prepared by the Project Manager to monitor activities and progress - including:

- Review of collected data, including reports, photographs and drawings, for general conformance with established objectives.
- Site observation visits and reports during the Facility Assessment Process.
- Monitor Compliance with schedule and specific project objectives.

SECTION 6

PRICING

Section 6: Pricing Breakdown by Disciplines

County Wide Facility Needs Assessment St. Johns County, Florida Compensation Schedule

Task #	Task Name	% Fee		FEE
1	Project Kick-off & Initial Project Overview	3%	\$	15,000.00
2	Department Interviews And Site Visits	9%	\$	50,000.00
3	Facility Needs Assessment and Documentation	18%	\$	100,000.00
4	Current Program Needs Assessment	12%	\$	65,000.00
5	Anticipated Program Needs Projections	13%	\$	75,000.00
6	Findings & Recommendations Draft Report	11%	\$	60,000.00
7	Construction Budget Forecasting	8%	\$	45,000.00
8	Preparation of Data Base Inventory	21%	\$	115,000.00
9	Final Report, Documentation and Training	4%	\$	25,000.00
10	Reimbursable Allowance	2%	\$	10,000.00
Total		100%	\$	560,000.00

SECTION 7

PROPOSED SCHEDULE

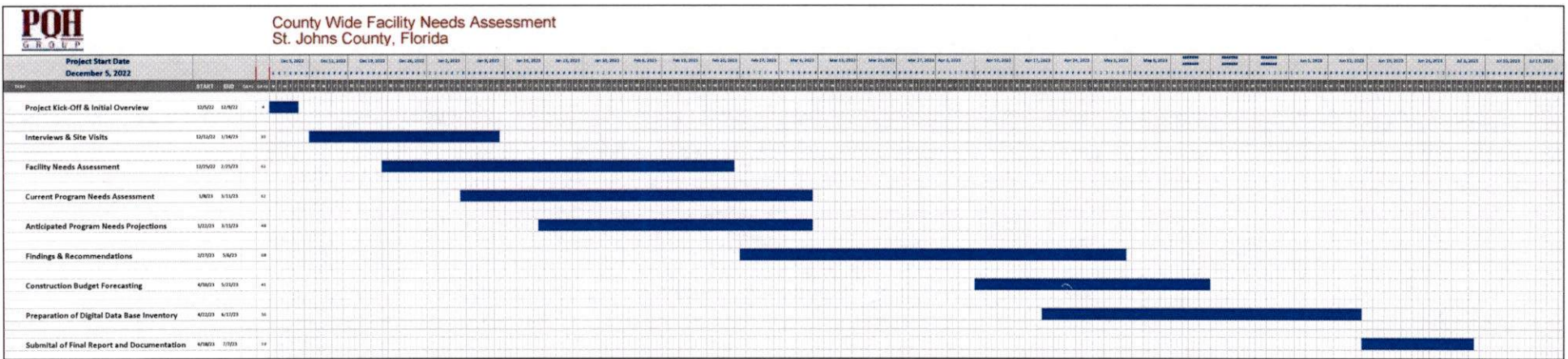
Section 7: Proposed Schedule

County Wide Facility Needs Assessment St. Johns County, Florida

Project Start Date
December 5, 2022

TASK	START	END	DURATION
Project Kick-Off & Initial Overview	12/5/22	12/9/22	4
Interviews & Site Visits	12/12/22	1/14/23	33
Facility Needs Assessment	12/25/22	2/25/23	62
Current Program Needs Assessment	1/8/23	3/11/23	62
Anticipated Program Needs Projections	1/22/23	3/11/23	48
Findings & Recommendations	2/27/23	5/6/23	68
Construction Budget Forecasting	4/10/23	5/21/23	41
Preparation of Digital Data Base Inventory	4/22/23	6/17/23	56
Submittal of Final Report and Documentation	6/18/23	7/7/23	19

Section 7: Proposed Schedule



SECTION 8

ADMINISTRATIVE INFORMATION

Section 8: Administrative Information

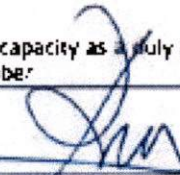
RFP 23-03; FACILITY NEEDS ASSESSMENT PLAN

ATTACHMENT "A" AFFIDAVIT OF SOLVENCY

PERTAINING TO THE SOLVENCY OF POH Group, Inc. (Respondent) being of lawful age and being duly sworn I, Ricardo Quiñones (Affiant) as President (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, un-matured 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 20 day of October, 2022.



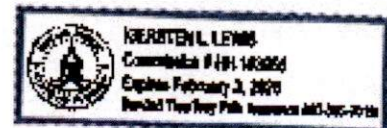
Signature of Affiant

STATE OF Florida

COUNTY OF Duval

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 20 day of October, 2022, by Kiersten Lewis (Affiant), who is personally known to me or has produced _____ as identification.

Kiersten Lewis
Notary Public
My Commission Expires: 2-3-26



Section 8: Administrative Information

RFP 23-03; FACILITY NEEDS ASSESSMENT PLAN

ATTACHMENT "B" PROPOSAL AFFIDAVIT

ST. JOHN'S 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.

Before me, the undersigned authority, Ricardo Quiñones (Affiant) who, being duly sworn, deposes and says he/she is President (Title) of PDH Group, Inc. (Respondent) submitting the attached proposal for the services covered by the RFP documents for RFP No: 23-03; Facility Needs Assessment Plan.

The Affiant further states that no more than one proposal for the above referenced project will be submitted from the individual, his/her 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.

PDH Group, Inc.
[Respondent Firm]

By [Signature]
(Affiant Signature)

President
(Title)

10/23/2022
Date of Signature

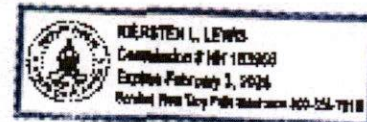
STATE OF Florida

COUNTY OF Duval

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 20 day of October, 2022, by Kiersten Lewis (Affiant), who is personally known to me or has produced _____ as identification.

Kiersten Lewis
Notary Public
My Commission Expires: 2-3-26

RESPONDENTS MUST EXECUTE AND ATTACH THIS AFFIDAVIT TO PROPOSAL



Section 8: Administrative Information

RFP 23-03; FACILITY NEEDS ASSESSMENT PLAN

ATTACHMENT "C" Conflict of Interest Disclosure Form

Project (RFP) Number/Description: RFP No 23-03; Facility Needs Assessment Plan

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 contractor's professional judgment in completing work for the benefit of St. Johns County ("County"). The bias such conflicts could conceivably impact may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Contractors, therefore must therefore avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the 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 dequalification 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: RCH Group, Inc.

Authorized Representative(s):  Ricardo Quashong, President
Signature Print Name/Title

 Frank Ringhofer Jr., Vice President
Signature Print Name/Title

Section 8: Administrative Information

RFP 23-03; FACILITY NEEDS ASSESSMENT PLAN

ATTACHMENT "D" DRUG-FREE WORKPLACE FORM

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

PQH Group, Inc. 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 Proposal 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

10/20/22
Date

Section 8: Administrative Information

RFP 23-03; FACILITY NEEDS ASSESSMENT PLAN

ATTACHMENT "P" E-VERIFY AFFIDAVIT

STATE OF Florida
COUNTY OF Duval

I, Ricardo Quiñones (Affiant), being duly authorized by and on behalf of RQH Group, Inc (Respondent) hereby swears or affirms as follows:

1. Respondent understands that E-Verify, authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIR-RA), 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. If awarded, for the duration of Contract No. RFP No: 23-03 [hereinafter "Agreement"], in accordance with section 448.095, F.S., Respondent 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 Respondent 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. Respondent 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. Respondent 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 Respondent further understands and agrees that in the event of such termination, Consultant shall be liable to the St. Johns County for any costs incurred by the St. Johns County resulting from Consultant's breach.

DATED this 20 day of October, 2022.

Signature of Affiant

Ricardo Quiñones
Printed Name of Affiant

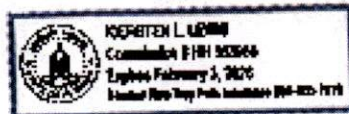
President
Printed Title of Affiant

RQH Group, Inc
Full Legal Name of Respondent

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 20 day of October, 2022, by Kiersten Lewis (Affiant), who is personally known to me or has produced _____ as identification.

Kiersten Lewis
Notary Public

My Commission Expires: 2-3-26



Section 8: Administrative Information

RFP 23-03; FACILITY NEEDS ASSESSMENT PLAN

ATTACHMENT "F" E-VERIFY AFFIDAVIT

STATE OF Florida
COUNTY OF Duval

I, Wayne D. Mangum (Affiant), being duly authorized by and on behalf of McVeigh & Mangum Engineering, now IMEG (Respondent) hereby swears or affirms as follows:

1. Respondent 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. If awarded, for the duration of Contract No. RFP No: 23-03 (hereinafter "Agreement"), in accordance with section 448.095, F.S., Respondent 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 Respondent 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. Respondent 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. Respondent 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 Respondent further understands and agrees that in the event of such termination, Consultant shall be liable to the St. Johns County for any costs incurred by the St. Johns County resulting from Consultant's breach.

DATED this 11th day of October, 2022.

Wayne D. Mangum
Signature of Affiant

Wayne D. Mangum
Printed Name of Affiant

President
Printed Title of Affiant

McVeigh & Mangum Engineering, now IMEG
Full Legal Name of Respondent

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 11th day of October, 2022, by Wayne D. Mangum (Affiant), who is personally known to me or has produced _____ as identification.

Laura Zur Gersbeck
Notary Public
My Commission Expires: 05/20/2024



Section 8: Administrative Information

RFP 23-03; FACILITY NEEDS ASSESSMENT PLAN

ATTACHMENT "F" E-VERIFY AFFIDAVIT

STATE OF New York
COUNTY OF Erie

I, Joseph Cassata (Affiant), being duly authorized by and on behalf of Facility Optimization Solutions, LLC (Respondent) hereby swears or affirms as follows:

1. Respondent 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. If awarded, for the duration of Contract No. RFP No: 23-03 (hereinafter "Agreement"), in accordance with section 448.095, F.S., Respondent 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 Respondent 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. Respondent 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. Respondent 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 Respondent further understands and agrees that in the event of such termination, Consultant shall be liable to the St. Johns County for any costs incurred by the St. Johns County resulting from Consultant's breach.

DATED this Seventeenth day of October, 2022.


Signature of Affiant

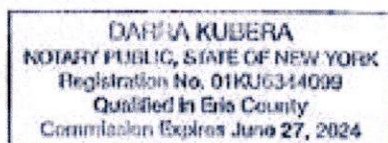
Joseph Cassata
Printed Name of Affiant

President

Joseph Cassata
Full Legal Name of Respondent

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 17 day of Oct., 2022, by Joseph Cassata (Affiant), who is personally known to me or has produced _____ as identification.


Notary Public
My Commission Expires: 6/27/2024



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Section 8: Administrative Information

RFP 23-03; FACILITY NEEDS ASSESSMENT PLAN

ATTACHMENT "G"

LOCAL PREFERENCE

Any Respondent that meets the criteria of a Local Business, in accordance with Section 16.3.1 of the SJC Purchasing Policy, 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.

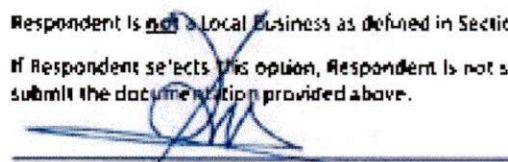
If qualifying for local preference through the use of qualified local sub-contractors or sub-consultants, Respondent must submit all required documentation to demonstrate the above requirements of all proposed sub-contractors and sub-consultants for local preference consideration with the submitted proposal.

Respondent is a Local Business as defined in Section 16.3.1, SJC Purchasing Policy ✓

If Respondent 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 16.3.1, SJC Purchasing Policy _____

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
Ricardo Quiñones, President

Printed Name & Title

10/20/2022

Date of Signature

Section 8: Administrative Information



St. Johns County Board of County Commissioners

Purchasing Division

ADDENDUM #1

October 11, 2022

To: Prospective Respondents
From: St. Johns County Purchasing Division
Subject: RFP No: 23-03; Facility Needs Assessment Plan

This Addendum #1 is issued for further Respondents' information and is hereby incorporated into the RFP Documents. Each Respondent must incorporate any and all revisions, clarifications, and/or supplemental information provided in all issued addenda with the submitted Proposal. Respondents must submit a copy of each signed addendum with their submitted Proposal as provided in the RFP Documents.

Questions/Answers:

The County provides the following answers to the questions submitted below:

1. Do we need to show proof of State of Florida registration and St. John's County registration in our proposal response, or willingness to obtain all registrations if we are the successful proponent?

Answer: Per the RFP Document, Part III: Proposal Submittal Requirements & Evaluations, these items must be included in the Respondents Proposals.

2. Are you looking for a database that can manage data; store data; provide reports and capital planning, hosting, training, etc.? Please provide more details of all database deliverable expectations.

Answer: Electronic databases should, at a minimum, support managing data, storing data, & providing reports. The County is open to exploring other software options and features that would provide a direct benefit to the project results.

3. The RFP requests similar references from the past 8 years. How many references are acceptable to be submitted – three, or five, etc.?

Answer: Per the RFP Document, under Minimum Qualifications, number ii, "at least three (3) similar studies/projects".

4. Due to the fact that some of the forms require notarization, confirm you will accept electronic signatures on both the printed and USB proposal copies?

Answer: Yes we will.

5. Does the County have current demographic information for consultants to review? If not, what is the expectation for how demographic information is to be gathered for this project?

a. We can get a demographics consultant to join our team if collecting demographic information is a requirement of the consulting team. Please provide more information.

500 San Sebastian View, St. Augustine, FL 32084 | P: 904.209.0150 | F: 904.209.0151

www.sjcl.us

Section 8: Administrative Information

Answer: The County will provide data and materials as available. However, the contracted consultant should be prepared to utilize industry accepted resources to independently research and develop all demographic information needed to execute the scope and deliverables associated to this project.

6. Who are the stake holders for space utilization interviews? How do you envision time and space involved for current space utilization discussions?

Answer: The stakeholders are representatives from the County Offices identified in the study. Officials from the following offices will be included: Clerk of Courts / Judicial Services, Board of County Commissioners, Tax Collector, Supervisor of Elections, Sheriff, Property Appraiser. The assigned Project Manager will serve as liaison to coordinate necessary meeting times & locations.

7. Who are the stake holders for future space utilization interviews? How do you envision time and staff involved for future space utilization discussions?

Answer: The stakeholders are representatives from the County Offices identified in the study. Officials from the following offices will be included: Clerk of Courts / Judicial Services, Board of County Commissioners, Tax Collector, Supervisor of Elections, Sheriff, Property Appraiser. The assigned Project Manager will serve as liaison to coordinate necessary meeting times & locations.

8. What is the method and time expectation for providing master planning discussions and presentation with key stakeholders?

Answer: The method and time expectation for planning discussions and presentations is detailed in Section 4: Approach to Services and / or Section 7: Proposed Schedule sections of the submission

9. The total square footage indicated in the building list does not align with the lot of buildings. Can you please confirm the list of buildings is the complete list included in the scope of work? Also do you have the size for the few buildings with no area provided?

Answer: See attached Excel document with updated information.

10. Answers to several asked questions will significantly impact our proposal content. As the Final Addenda issue date is only 5 business days before the closing deadline and this is a hard-copy submission, can a 1-2 week extension to the due date be provided?

Answer: The deadline for questions is October 6, 2022 at 4:00 P.M. EST. Purchasing has seven (7) days to post the Addendum. The submittal date is October 20, 2022 at 4:00 P.M. EST. That gives firms seven (7) consecutive calendar days to amend their submittals. The due date for submittals will remain October 20, 2022 at 4:00 P.M. EST.

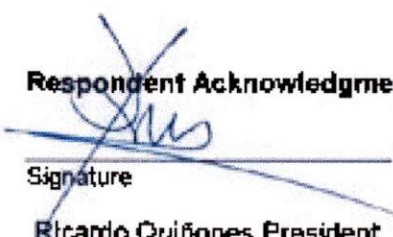
11. In Exhibit A: St. John's County Property List, the sum of square footage for properties listed does not equal the total square footage identified. Please provide additional clarity on the buildings and square footage included in this study.

Answer: See answer to number 9.

Section 8: Administrative Information

**SUBMITTAL DEADLINE FOR PROPOSALS REMAINS:
THURSDAY, OCTOBER 20, 2022 AT 4:00 PM EST**

Respondent Acknowledgment



Signature

Ricardo Quiñones President

Printed Name/Title

PQH Group Design, Inc.

Respondent Company Name

END OF ADDENDUM NO. 1



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

**REQUEST FOR PROPOSALS
RFP NO: 23-03**

FACILITY NEEDS ASSESSMENT PLAN

St. Johns County Purchasing Division
500 San Sebastian View
St. Augustine FL 32084
(904) 209-0150 – Main
www.sjcf.us/Purchasing/index.aspx

FINAL 09/20/22

RFP 23-03; FACILITY NEEDS ASSESSMENT PLAN

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EXHIBITS (SEPERATE ATTACHMENTS):

EXHIBIT A – ST. JOHNS COUNTY PROPERTY LIST

G. TENTATIVE SCHEDULE OF EVENTS

The County proposes the tentative schedule of events below for this RFP. The dates provided may change at the discretion of the County. If any modifications impact the schedule of this RFP, through and until the deadline for submitted Proposals, the County will issue an Addendum.

Broadcast of RFP	September 22, 2022
Deadline for Questions	October 6, 2022
Issuance of Final Addendum	October 13, 2022
Proposal Submittal Deadline	October 20, 2022
Evaluation of Submitted Proposals	November 3, 2022
Negotiations	November 7, 2022
BOCC Agenda	December 6, 2022
Issuance Final Contract	December 12, 2022

H. ADDENDA

Any and all clarifications, answers to questions, or changes to this RFP shall be provided through a County issued Addendum, posted on www.demandstar.com. Any clarifications, answers, or changes provided in any manner other than a formally issued addendum, are to be considered “unofficial” and shall not bind the County to any requirements, terms or conditions not stated herein.

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 Proposal.

Any and all issued Addenda must be included with all copies of each Respondent’s submitted Proposal. Failure to submit an issued addendum with the submitted Proposal 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 Proposal.

I. EQUAL EMPLOYMENT OPPORTUNITY

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

J. 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.

K. 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.

L. COMPLIANCE WITH ST. JOHNS COUNTY PURCHASING POLICY AND PROCEDURES MANUAL

All terms and conditions of the St. Johns County Purchasing Policy (“Policy”) and St. Johns County Purchasing Procedure Manual (“Procedures”) are incorporated into this RFP Document by reference, and are fully binding. Respondents are required to submit their responses to this RFP, and to conduct their activities during this process in accordance with the Policy and Procedures.

This solicitation, the subsequent evaluation, negotiations and contract award shall be in accordance with the Policy and Procedures. 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 Policy and Procedures.

M. LOCAL PREFERENCE

Per Section 16.3.1 of the St. Johns County Purchasing Policy, the County shall review all submitted Proposals to determine whether or not a Respondent is requesting consideration as a Local Business. Staff shall provide the appropriate consideration of local preference to those submitted Proposals, in accordance with SJC Purchasing Policy.

N. SUB-CONTRACTORS

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

Each Respondent shall submit any and all sub-consultants or sub-contractors proposed by the Respondent to perform any portion of the required services specified herein.

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/sub-contractors to ensure, to the County's satisfaction, that the proposed sub-consultants and/or sub-contractors are qualified, capable and approved to perform the work for which they are proposed by the Respondent.

Prior to the award of a 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-contractor. The Respondent then may, at his option, withdraw the submitted Proposal, or submit an acceptable substitute at no change in terms of the submitted Proposal. If the Respondent fails to submit an acceptable substitute within seven (7) calendar days of the original notification, the County then may disqualify the Respondent, at no cost to the County.

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

Sub-contractors, and other persons or organizations proposed by the Respondent to perform any portion of the required services, and accepted by the County, shall only perform the work for which they are proposed, and shall not be changed except with the written approval of the County.

O. E-VERIFY

As a condition precedent to entering into an Agreement, and in accordance with Section 448.095, Florida Statutes, Contractor and its sub-consultants and sub-contractors 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.

1. Contractor shall require each of its sub-consultants and sub-contractors to provide Contractor with an affidavit stating that the sub-Contractor or sub-contractor does not employ, contract with, or sub-contract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the awarded Contract.
2. The County, Contractor, or any sub-consultants or sub-contractors who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes, or these provisions regarding employment eligibility shall terminate the contract with the person or entity.
3. The County, upon good faith belief that a sub-contractor or sub-contractor knowingly violated these provisions regarding employment eligibility, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the sub-contractor or sub-contractor.

4. The County and Contractor 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), Florida Statutes.
5. Contractor acknowledges that, in the event that the County terminates the awarded contract for Contractor's breach of these provision regarding employment eligibility, then Contractor may not be awarded a public contract for at least one (1) year after such termination. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the County as a result of the County's termination of the awarded Agreement for breach of these provisions regarding employment eligibility.

PART II: SCOPE OF SERVICES

A. OBJECTIVE

St. Johns County has experienced tremendous population growth which has resulted in an increased need for the public services provided by elected County Constitutional Officers. In order to continue providing these necessary services for it residents, St. Johns County has determined that a broader, systemic, and forward-looking strategy is essential to best identify what the unmet needs are and where resources should be utilized.

Development of a Facility Needs Assessment Plan will allow for a focused approach to identifying where new facilities are needed and which existing facilities should be expanded and/or renovated in order to better serve the residents of St. Johns County.

B. SCOPE OF SERVICES

The scope of services ("Services") for this project shall require the selected Respondent to provide a plan that will encompass a holistic view of the County's entire building portfolio and set the strategic direction for facility construction and/or renovations. This long-range, county-wide plan shall include a high-level focus of current facilities and an analysis of where additional facilities are needed. This study will form the overall basis for future detailed planning of specific projects and department space needs.

The study shall include an existing facility evaluation and future growth needs assessment for the following Constitutional Officers:

- Clerk of Court/Judicial Services
- Property Appraiser
- Sheriff
- Supervisor of Elections
- Tax Collector

Scope of Work will include:

- 1) Facility Inventory
 - a) Review existing facility inventory documents as needed.
 - b) Create a new, updated facility inventory of all facilities used county-wide by Constitutional Officers.
 - c) The new facility inventory shall identify each facility's location, number of floors/stores, size (in square feet), estimated value, age, and condition.
 - d) The new facility inventory shall assess the current use/type of operations occurring within the facility, the number of employees working in the facility, and the estimated number of visitors/residents that use the facility each day, if applicable.
- 2) Existing Facility Condition Assessment
 - a) Conduct a physical and functional evaluation of existing county facilities to assess deferred maintenance

needs, identify current conditions, and evaluate current code compliance/non-compliance (Florida Building Code, ADA, Fire, etc.)

- b) Facility condition assessment shall include an inspection of the facility to determine the age and condition of the building envelope (roof, windows, doors, and exterior walls), mechanical systems, electrical systems, plumbing systems, fire suppression/life safety systems, and interior finishes.
- c) Provide a Facilities Condition Index (FCI) score for each facility inspected and a summary of findings, recommendations, photos, and cost estimates for recommended repairs/improvements.
- d) Proactively identify areas of potential risk such as safety, security, health, and accessibility.
- e) Create a database for maintenance needs, categorized by department, type of maintenance, and priority.
- f) Include recommendations for improvements or additions to existing facilities to better serve the operational needs at those locations.

3. Current Spatial Needs Assessment

- a) Evaluate current space uses, operational procedures, and department functions to determine whether current space is being fully optimized.
- b) Develop a report that identifies and quantifies current facility capacity and any current needs for expansion.
- c) Recommend innovative space utilization alternatives that would provide temporary relief to current outstanding needs until future facility funding can be acquired.

4. Future Spatial Needs Plan

- a) Gather population growth data for St. Johns County and analyze current and potential growth for the next ten (10) years by area and make recommendations for additional county services & facilities needed in those areas.
- b) Provide a Master Plan for future facility needs categorized by department and ranked by priority, focusing on regions in the county that are under serviced.
- c) Provide a cost estimate and budget forecast for needed future improvements, categorized by type (renovation, addition, or new construction), department, and priority.
- d) Include a "gap" analysis to determine what the actual service needs are as compared to what the existing inventory of facilities/services are providing.

Deliverables will include:

1. Comprehensive Report that includes the Facility Inventory, Existing Facilities Condition Assessment, Current Spatial Needs Assessment, Future Spatial Needs Plan, and a summary that generally presents the process by which the work was accomplished, major results/findings, and appendices/supporting documents that are directly relevant to the report.
2. Separate electronic databases for Facility Inventory, Existing Facilities Condition Assessment, Current Spatial Needs Assessment, Future Spatial Needs Plan that includes operational assessments of facilities evaluated, cost estimates, supporting documentation/backup data, and other information as applicable.
3. Provide a budget analysis with cost estimates for making improvements/additions and constructing new facilities for each identified project/facility.

Additional Considerations:

It should be expected that the successful Respondent will be required to perform extensive data collection, consultative visioning sessions and meetings with stakeholders, site visits to existing facilities, and interviews with staff in order to properly perform the scope of services required.

The assigned County Project Manager will work with the Respondent to aid them in gaining access to buildings/sites, coordinating meetings with appropriate staff, and providing any/all existing data available.

The goal is to create useable documents with actionable items. The final plan should therefore include recommendations, cost estimates with allowances for inflation/escalation on future project, and an implementation plan.

PART III: PROPOSAL SUBMITTAL REQUIREMENTS & EVALUATION

A. RESPONDENT RESPONSIBILITIES

Respondents are responsible for any and all costs associated with developing and submitting a Proposal in response to this RFP. Additionally, Respondents are 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 RFP process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Respondent.

All Proposals received in response to this RFP 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 a Proposal, each Respondent certifies that he/she has fully read and understands any and all instructions in this RFP, and has full knowledge of the scope, nature, and quality of work to be performed. All Proposals submitted shall be binding for a minimum of one hundred twenty (120) consecutive calendar days.

B. MINIMUM QUALIFICATIONS

The following are minimum qualification requirements that Respondent must meet in order to be considered responsible to perform the work specified in this RFP. Respondent must submit sufficient documentation to clearly demonstrate that the Respondent meets or exceeds the following minimum qualification requirements:

- i. Must be legally authorized to conduct business in the State of Florida and St. Johns County, which requires the Respondent to be registered with the State of Florida Department of State, Division of Corporations, and licensed and/or registered with St. Johns County;
- ii. Must have conducted, at a minimum, at least three (3) similar studies/projects of equal or greater size and scope to the project specified herein within the last eight (8) consecutive years.

Failure by any Respondent to sufficiently demonstrate material compliance with the minimum qualification requirements stated above, shall result in the Respondent being deemed non-responsible and removed from further consideration.

C. TRADE SECRETS

To qualify any submitted information as Trade Secret, or confidential, the Respondent must mark each page of the submitted RFP 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. PUBLIC RECORDS

1. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with the awarded 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 Respondent's performance constitutes an act on behalf of the County, Respondent shall comply with all requirements of Florida's public records law. Specifically, if Respondent is expressly authorized, and acts on behalf of the County under the awarded Agreement, Respondent 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 the awarded Agreement if the Contractor 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 Contractor or keep and maintain public records required by the County to perform the Services.

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

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

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

E. 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 Division, 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.

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

Respondents must disclose any and all involvement in any St. Johns County Board of County Commissioners advisory board by any person(s) associated with their firm.

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.

In accordance with Section 112.313, Florida Statutes, Respondents are prohibited from possessing a contractual or employment relationship with any County officer or employee, and must disclose any such relationship in the submitted Proposal. Additionally, Respondents must disclose any ownership interest in the responding firm by a County officer or employee, including elected officials. Failure to disclose such information shall be grounds for disqualification, termination of award, suspension or debarment.

No Respondent, or Key Personnel of a Respondent may participate in more than one (1) response to this RFP. Participation in multiple responses shall result in the disqualification and removal from consideration all Respondents involved.

G. PROPOSAL SUBMITTAL FORMAT

The Proposal 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 Proposal.

All of the components outlined below must be included with each copy of the Proposal and submitted as follows: one (1) original hard copy original on 8 ½"x11" pages, with no less than ½" margins and 11pt font, and one (1) exact electronic PDF copy of the original on a USB drive, submitted in a sealed envelope or container labeled with Respondent name and RFP Number and name. CDs/DVDs are not acceptable as an alternative to the USB. Additionally, all headings, sections and sub-sections shall be identified appropriately.

Section 1: Proposal Cover Page and Cover Letter

Respondents shall complete and submit the Proposal cover page provided herein, and must also provide a 1-2 page cover letter, which shall include the following:

- Full legal company name; company type (i.e., corporation, partnership, joint venture, etc.)
- Physical street address and mailing address (if different), and include other location(s) which may perform any portion(s) of the services;
- Primary company point of contact information (name, phone number, and email address), and any secondary or supplemental point(s) of contact information;
- Names and titles of principals, partners, or owners as applicable;
- Brief statement of company history (date of establishment, number of years in business, number of employees, etc.) and 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 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 Respondent, and must list the authorized agents' name, title, and limit of authority.

Section 2: Company, Staff & Team Qualifications

Respondent shall provide documentation to fully demonstrate the qualification, education, and abilities of the Respondent, its personnel and members of Respondent's proposed team, including sub-consultants and subcontractors. The information must include, but is not limited to: licensure, certification, education and abilities of the firm(s) and personnel who may perform work if selected.

Respondent shall provide the following information to fully demonstrate the Company, Staff and Team Qualifications:

Claims, Liens, Litigation History – Respondents shall provide a list of all claims, liens and/or litigation history for the past seven (7) years by completing and submitting **Attachment "E"**

Certificates of Insurance – Respondents shall demonstrate evidence of current and valid insurance policies in at least the coverage limits as specified herein, or shall provide a certification from a qualified insurance provider stating the Respondent is capable of obtaining the required coverages upon award.

Section 3: Related Experience

Respondent shall submit a written narrative describing any and all contracts or engagements successfully completed in the last eight (8) calendar years for projects which include services similar in size, scope and cost to those described herein. Respondents must include a description of all components included in the project, project budget versus final costs, timeframe of performance, project owner name, and point of contact (with contact information). Experience submitted must, at a minimum, meet the minimum experience requirements as provided herein.

The County reserves the right to contact any or all of the entities provided to verify performance information related to the projects submitted for consideration of Related Experience.

Section 4: Approach to Services

Respondent shall provide a written narrative demonstrating the intended approach to performing and completing the required services. Respondent shall provide a detailed description of their quality control methods, coordination of sub-consultants and/or sub-contractors, ability to meet schedules in a timely manner, and the project approach and methodology to be employed specifically illustrating how the methodology will serve to accomplish the project goals and objectives.

Section 5: Quality Control Methods

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

Section 6: Pricing

Respondents shall submit a pricing proposal that details the costs associated with performing and completing the required services. The breakout must provide any and all costs, including but not limited to: costs for all services, including the comprehensive report, electronic database, budget analysis, and all data collections and meetings.

Section 7: Proposed Schedule (Limit two (2) pages – size 11" x 17" paper may be used for this section only)

Submit a proposed project schedule that includes all elements of the project.

Section 8: Administrative Information

Respondents shall submit the completed County Attachments, as provided herein, along with all acknowledged Addenda issued by the County during the solicitation.

H. DETERMINATION OF RESPONSIVENESS

The Purchasing Division shall review each submitted Proposal for responsiveness and responsibility to the requirements provided herein. Any Respondent who is deemed non-responsible and any Proposal deemed non-responsive to the requirements of this RFP may be disqualified and removed from consideration prior to the evaluation. Only those Proposals from responsible Respondents shall be forwarded to the Evaluation Committee for review.

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

I. EVALUATION OF PROPOSALS

All responsive Proposals will be evaluated by an Evaluation Committee of no less than three (3) individuals. Evaluators will review and score the submitted, responsive Proposals, individually, with no interaction or communication with any other individual. Scores and rankings will be summarized at the Public Evaluation Meeting.

The Evaluation Committee 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 firms for consideration of the St. Johns County Board of County Commissioners.

In the event the Evaluation Committee determines that presentations from a shortlist of Respondents is necessary in order to make a recommendation for award, such shortlisted firms will be notified at such determination.

J. EVALUATION CRITERIA AND SCORING

The Evaluation Committee will evaluate and rank submitted Proposals from highest to lowest based upon the specific evaluation criteria and scores listed below.

<u>Evaluation Criteria:</u>	<u>Maximum Possible Points per Evaluator:</u>
A. Company, Staff & Team Qualifications	15
B. Related Experience	45
C. Approach to Service	10
D. Quality Control Methods	10
E. Proposed Pricing	20
F. Proposed Schedule	10
G. Local Preference	0 or 10
Total Points Possible:	120

L. FORMULA FOR EVALUATION OF PRICING:

The proposed pricing submitted by each Respondent shall be scored by the SJC Purchasing Division, in accordance with the formula provided below. The maximum score for this criterion is twenty (20) points.

Vendor	Hourly Rate	Percentage	By	Weight	Equals	Weighted Score:
A	\$125.00	100	X	20	=	20
B	\$150.00	80.0%	X	20	=	16
C	\$175.00	40%	X	20	=	8

The scores for pricing will be rounded to the first decimal point, as necessary, to appropriately differentiate between the scores

for pricing.

M. NEGOTIATIONS AND AWARD

Any award of a Contract shall be contingent upon availability of lawfully appropriated funds for this purpose.

It is the intent of the County to enter into negotiations with the top ranked firm, provided no documentable justification is provided that would prohibit the County from proceeding with the top ranked firm. If the County and the selected Respondent are able to reach an agreement for the required services, a Contract will be executed. If the County and selected Respondent are unable to reach an agreement, the County shall cease negotiations, and initiate negotiations with the next successively ranked Respondent until an agreement can be reached, or it is determined to be in the County's best interest to forego additional negotiations.

Provided the negotiated cost for the Services does not exceed \$500,000, the awarded Contract shall not be required approval by the Board of County Commissioners ("Board").

N. PROTEST PROCEDURES

Any actual Respondent who is aggrieved in connection with the Notice of Intent to Award a Contract (Protestor), where such grievance is asserted to be the result of a violation of the requirements of the Policy and associated procedures, or any applicable provision of law by the officers, agents, or employees of the County, may file a Protest to the Assistant Director of Purchasing & Contracts. Protestor shall submit the Protest in writing, accompanied by a security in the form of a Protest Bond, by 4:00PM on the fifth business day following the date of the posting of the Notice of Intent to Award.

PART IV: CONTRACT REQUIREMENTS

A. CONTRACT AGREEMENT & TERM

The intent of this RFP is to select one individual or firm through the evaluation process and to award a contract upon successful negotiations to the selected individual or firm.

Any contract(s) negotiated with any individual or firm responding to this RFP 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.

In the event that an Agreement is attached to the RFP, such attached 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 RFP, it is expressly understood that the Board of County Commissioner's preference/selection of any proposal does not constitute an award of a Contract 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 RFP.

B. CONTRACT PERFORMANCE

At any point in time during the term of the Contract with the awarded Contractor, County Staff may review records of performance to ensure that the Contractor is continuing to provide sufficient financial support, services and organization as prescribed herein. The County may place said Contract on probationary status and implement termination procedures if the County determines that Contractor no longer possesses the financial support, services and organization which would have been necessary during the RFP evaluation period in order to demonstrate appropriate capability to perform the required services.

C. FORCE MAJEURE

Contractor shall not be liable for failure to carry out the terms of this Agreement to the extent such failure is due to a Force Majeure event, except for failures that could have been reasonably foreseen and guarded against so as to avoid or reduce the adverse impact thereof. A Force Majeure event is hereby defined as one of the following circumstances beyond the control of the Contractor: (a) the operation and effect of the rules, regulations, or order promulgated by any commission, county, municipality, or governmental agency of the State of Florida or United States, (b) a restraining order, injunction, or similar decree on any court of competent jurisdiction, (c) war, (d) flood, (e) earthquake, (f) fire, (g) severe wind storm, (h) acts of public disturbance, (i) quarantine restrictions, (j) epidemics/pandemics, (k) strikes, (l) freight embargoes, or (m) sabotage. The times specified herein for performance include delays that can ordinarily be anticipated due to adverse weather conditions. The County is not obligated to grant an extension of time due to the adverse weather condition unless such conditions rise to the level of Force Majeure.

D. TERMINATION

Failure on the part of the Contractor to comply with any portion of the duties and obligations under the awarded Contract shall be cause for termination. If the Contractor fails to perform any aspect of the responsibilities described herein or as designated in the Agreement, the County shall provide written notification stating any and all items of non-compliance. The Contractor shall then have seven (7) consecutive calendar days to correct any and all items of non-compliance, or take acceptable corrective action, as determined by the County, to address the 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 may be terminated by St. Johns County for cause, upon giving seven (7) consecutive calendar days written notice to the Contractor.

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

D. GOVERNING LAWS & REGULATIONS

It shall be the responsibility of the Contractor 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 shall be governed by the laws of the State of Florida and St. Johns County both as to interpretation and performance.

E. LICENSES, PERMITS & CERTIFICATIONS

The Contractor 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 Contractor shall be solely responsible for paying any and all fines, penalties or fees assessed to the County, or the Contractor, for any lapse in licenses, permits, or certifications required for any portion of the work.

F. INSURANCE REQUIREMENTS

Respondent must include in the submitted Proposal, proof of at least the minimum coverage amounts in the type(s) of insurance policies as provided below. Failure to submit proof of current coverage or certification from a qualified insurance provider of the Respondent's ability to obtain the required coverages upon award may be grounds for Respondent being deemed non-responsive and removed from further consideration.

All insurance policies shall be satisfactory to the County and be issued by companies authorized and duly licensed to transact business in the State of Florida. Contractor shall furnish proof of insurance to the County prior to execution of this Contract. No Work shall commence under this Contract until Contractor has obtained all insurance coverages required under this section. Certificates of insurance shall clearly indicate Contractor has obtained insurance of the type, amount, and classification as required by this Contract. Required insurance coverage shall be maintained in force, including coverage for Additional Insureds, until Final Completion of all Work including Warranty Work.

No less than ten (10) days written notice shall be provided to the County prior to cancellation, non-renewal or any material change of required insurance policies. Yearly renewal certificates shall be provided to the County within thirty (30) days of expiration of the current policy.

The types and amounts of insurance required under this Contract do not in any way limit the liability of Contractor including under any warranty or indemnity provision of this Contract or any other obligation whatsoever Contractor may have to the County or others. Nothing in this Contract limits Contractor to the minimum required insurance coverages found in this Article XII.

The term "Additional Insured", as used in this Contract, shall mean St. John's County, its elected officials, officers, employees, agents and representatives. Certificates of insurance shall specifically name each Additional Insured for all policies of insurance except Workers' Compensation and Professional Liability. A copy of the endorsement showing the required coverages must accompany the certificate of insurance.

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

Contractor shall procure and maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as is required by law for all of its employees per Chapter 440, Florida Statutes. In claims against any person or entity indemnified under this Paragraph by an employee of the Contractor, a Subcontractor, 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 Contractor or a Subcontractor under workers' compensation acts, disability benefits acts or other employee benefit acts.

Contractor shall procure and maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, including bodily injury (including wrongful death), property damage, products, personal & advertising injury, and completed operations. This insurance must provide coverage for all Claims that may arise from the services and/or operations completed under this Contract, whether such services or operations are by Contractor or anyone directly or indirectly employed by them. Such insurance(s) shall also be primary and non-contributory with regard to insurance carried by the Additional Insureds.

Contractor shall procure and 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 and insuring liability arising out of or in any way related directly or indirectly to the ownership, maintenance or use of any owned, non-owned or rented/hired automobiles.

The required insurance limits may be satisfied by a combination of a primary policy and/or Umbrella or Excess Liability Insurance policy. Contractor shall require each lower-tier subcontractor to comply with all insurance requirements appropriate for its scope of work, and any deficiency shall not relieve Contractor of its responsibility herein. Upon written request, Contractor shall provide County with copies of lower-tier subcontractor certificates of insurance.

Providing and maintaining adequate insurance coverage is a material obligation of Contractor. County has no obligation or duty to advise Contractor of any non-compliance with the insurance requirements contained in this Section. If Contractor fails to obtain and maintain all of the insurance coverages required herein, Contractor shall indemnify and hold harmless the Additional Insureds from and against any and all Claims that would have been covered by such insurance had Contractor complied with its obligations herein.

County reserves the right to adjust the above minimum insurance requirements or require additional insurance coverages to address other insurable hazards.

G. INDEMNIFICATION

Contractor shall indemnify and hold harmless the County and its officers and employees ("Indemnified Party"), from

liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract.

To the extent permitted by, and in accordance with Section 725.06 of the Florida Statutes, Contractor further agrees that "damages, losses and costs", includes fines, citations, court judgments, insurance claims, restoration costs or other liability, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract.

To the extent permitted by, and in accordance with Section 725.06 of the Florida Statutes, for purposes of indemnity, the "persons employed or utilized by Contractor" shall be construed to include, but not be limited to, Contractor, its staff, employees, subcontractors, all deliverers, suppliers, furnishers of materials or services or anyone acting for, on behalf of, or at the request of Contractor.

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

Contractor's indemnity and hold harmless obligations hereunder shall extend to all Claims against the County by any third party or third-party beneficiary of this Contract and all liabilities, damages, losses and costs related thereto.

This indemnification will not be valid in the instance where the loss is caused by the gross negligence, or willful, wanton or intentional misconduct of any Indemnified Party.

Contractor shall further indemnify and hold harmless the County its officers and employees from and against all Claims arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents and shall defend such Claims in connection with any alleged infringement of such rights.

PART V: ATTACHMENTS / FORMS

RFP 23-03; FACILITY NEEDS ASSESSMENT PLAN

COVER PAGE

SUBMIT ONE (1) HARD-COPY ORIGINAL PROPOSAL, AND
ONE (1) EXACT ELECTRONIC PDF COPY OF THE SUBMITTED PROPOSAL ON USB DRIVE
(CD/DVD NOT ACCEPTABLE)
IN A SEALED ENVELOPE OR CONTAINER TO:

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

FULL LEGAL NAME OF RESPONDENT: _____

MAILING ADDRESS: _____

POINT OF CONTACT NAME & TITLE: _____

CONTACT EMAIL ADDRESS: _____

DATE: _____

RFP 23-03; FACILITY NEEDS ASSESSMENT PLAN

**ATTACHMENT "A"
AFFIDAVIT OF SOLVENCY**

PERTAINING TO THE SOLVENCY OF _____ (Respondent) being of lawful age and being duly sworn I, _____ (Affiant) as _____ (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, un-matured 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 _____

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

Notary Public

My Commission Expires: _____

RFP 23-03; FACILITY NEEDS ASSESSMENT PLAN

**ATTACHMENT "B"
PROPOSAL 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.

Before me, the undersigned authority, _____ (Affiant) who, being duly sworn, deposes and says he/she is _____ (Title) of _____ (Respondent) submitting the attached proposal for the services covered by the RFP documents for **RFP No: 23-03: Facility Needs Assessment Plan**.

The Affiant further states that no more than one proposal for the above referenced project will be submitted from the individual, his/her 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.

(Respondent Firm)

By _____
(Affiant Signature)

(Title)

Date of Signature

STATE OF _____

COUNTY OF _____

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

Notary Public
My Commission Expires: _____

RESPONDENTS MUST EXECUTE AND ATTACH THIS AFFIDAVIT TO PROPOSAL.

RFP 23-03; FACILITY NEEDS ASSESSMENT PLAN

ATTACHMENT "C"
Conflict of Interest Disclosure Form

Project (RFP) Number/Description: RFP No 23-03; Facility Needs Assessment Plan

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 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.

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

RFP 23-03; FACILITY NEEDS ASSESSMENT PLAN

**ATTACHMENT "D"
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 Proposal 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

RFP 23-03; FACILITY NEEDS ASSESSMENT PLAN

ATTACHMENT "E"
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 subcontractor) or been sued by or had a formal claim filed by an owner, subcontractor 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)

RFP 23-03; FACILITY NEEDS ASSESSMENT PLAN

ATTACHMENT "F"
E-VERIFY AFFIDAVIT

STATE OF _____
COUNTY OF _____

I, _____ (Affiant), being duly authorized by and on behalf of _____
(Respondent) hereby swears or affirms as follows:

1. Respondent 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. If awarded, for the duration of Contract No. RFP No: 23-03 (hereinafter "Agreement"), in accordance with section 448.095, F.S., Respondent 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 Respondent 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. Respondent 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. Respondent 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 Respondent further understands and agrees that in the event of such termination, Consultant shall be liable to the St. Johns County for any costs incurred by the St. Johns County resulting from Consultant's breach.

DATED this _____ day of _____, 20____.

Signature of Affiant

Printed Name of Affiant

Printed Title of Affiant

Full Legal Name of Respondent

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

Notary Public
My Commission Expires: _____

RFP 23-03; FACILITY NEEDS ASSESSMENT PLAN

ATTACHMENT "G"

LOCAL PREFERENCE

Any Respondent that meets the criteria of a Local Business, in accordance with Section 16.3.1 of the SJC Purchasing Policy, 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 RFQ.
- 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 RFQ.
- 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 16.3.1, SJC Purchasing Policy _____

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 16.3.1, SJC Purchasing Policy _____

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

SEALED RFP MAILING LABEL

Complete and affix this mailing label to the sealed envelope/container to identify as a SEALED Proposal.

SEALED PROPOSAL • DO NOT OPEN	
SEALED RFP #:	RFP 23-03
RFP TITLE:	FACILITY NEEDS ASSESSMENT PLAN
DUE DATE/TIME:	Thursday, October 20, 2022 No Later Than 4:00 P.M.
SUBMITTED BY:	Company Name
	Company Address
	Company Address
DELIVER TO:	St. Johns County Purchasing Division 500 San Sebastian View St St. Augustine, FL 32084



END OF DOCUMENT



St. Johns County Board of County Commissioners

Purchasing Division

ADDENDUM #1

October 11, 2022

To: Prospective Respondents
From: St. Johns County Purchasing Division
Subject: RFP No: 23-03; Facility Needs Assessment Plan

This Addendum #1 is issued for further Respondents' information and is hereby incorporated into the RFP Documents. Each Respondent must incorporate any and all revisions, clarifications, and/or supplemental information provided in all issued addenda with the submitted Proposal. Respondents must submit a copy of each signed addendum with their submitted Proposal as provided in the RFP Documents.

Questions/Answers:

The County provides the following answers to the questions submitted below:

1. Do we need to show proof of State of Florida registration and St. John's County registration in our proposal response, or willingness to obtain all registrations if we are the successful proponent?

Answer: Per the RFP Document, Part III: Proposal Submittal Requirements & Evaluations, these items must be included in the Respondents Proposals.

2. Are you looking for a database that can manage data; store data; provide reports and capital planning, hosting, training, etc.? Please provide more details of all database deliverable expectations.

Answer: Electronic databases should, at a minimum, support managing data, storing data, & providing reports. The County is open to exploring other software options and features that would provide a direct benefit to the project results.

3. The RFP requests similar references from the past 8 years. How many references are acceptable to be submitted – three, or five, etc.?

Answer: Per the RFP Document, under Minimum Qualifications, number ii, "at least three (3) similar studies/projects".

4. Due to the fact that some of the forms require notarization, confirm you will accept electronic signatures on both the printed and USB proposal copies?

Answer: Yes we will.

5. Does the County have current demographic information for consultants to review? If not, what is the expectation for how demographic information is to be gathered for this project?

a. We can get a demographics consultant to join our team if collecting demographic information is a requirement of the consulting team. Please provide more information.

Answer: The County will provide data and materials as available. However, the contracted consultant should be prepared to utilize industry accepted resources to independently research and develop all demographic information needed to execute the scope and deliverables associated to this project.

6. Who are the stake holders for space utilization interviews? How do you envision time and space involved for current space utilization discussions?

Answer: The stakeholders are representatives from the County Offices identified in the study. Officials from the following offices will be included: Clerk of Courts / Judicial Services, Board of County Commissioners, Tax Collector, Supervisor of Elections, Sheriff, Property Appraiser. The assigned Project Manager will serve as liaison to coordinate necessary meeting times & locations.

7. Who are the stake holders for future space utilization interviews? How do you envision time and staff involved for future space utilization discussions?

Answer: The stakeholders are representatives from the County Offices identified in the study. Officials from the following offices will be included: Clerk of Courts / Judicial Services, Board of County Commissioners, Tax Collector, Supervisor of Elections, Sheriff, Property Appraiser. The assigned Project Manager will serve as liaison to coordinate necessary meeting times & locations.

8. What is the method and time expectation for providing master planning discussions and presentation with key stakeholders?

Answer: The method and time expectation for planning discussions and presentations is detailed in Section 4: Approach to Services and / or Section 7: Proposed Schedule sections of the submission

9. The total square footage indicated in the building list does not align with the lot of buildings. Can you please confirm the list of buildings is the complete list included in the scope of work? Also do you have the size for the few buildings with no area provided?

Answer: See attached Excel document with updated information.

10. Answers to several asked questions will significantly impact our proposal content. As the Final Addenda issue date is only 5 business days before the closing deadline and this is a hard-copy submission, can a 1-2 week extension to the due date be provided?

Answer: The deadline for questions is October 6, 2022 at 4:00 P.M. EST. Purchasing has seven (7) days to post the Addendum. The submittal date is October 20, 2022 at 4:00 P.M. EST. That gives firms seven (7) consecutive calendar days to amend their submittals. The due date for submittals will remain October 20, 2022 at 4:00 P.M. EST.

11. In Exhibit A: St. John's County Property List, the sum of square footage for properties listed does not equal the total square footage identified. Please provide additional clarity on the buildings and square footage included in this study.

Answer: See answer to number 9.

**SUBMITTAL DEADLINE FOR PROPOSALS REMAINS:
THURSDAY, OCTOBER 20, 2022 AT 4:00 PM EST**

Respondent Acknowledgment

Signature

Printed Name/Title

Respondent Company Name

END OF ADDENDUM NO. 1